

CLIENT AGREEMENT

Client Agreement

CAPITAL COM STOCK and CFD INVESTING LTD

Capital Com Stock and CFD Investing Ltd (hereafter the "Company") is a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8429903-1 and registered address at CT House, Office 5A, Providence, Mahe, Seychelles. The Company is authorised and regulated by the Financial Services Authority in Seychelles ("FSA") under the licence number SD101 for the provision of the investment services specified in this Client Service Agreement (hereafter the "Agreement").

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.

If you are accepted as our Client, these Agreement together with the provisions of the Privacy Policy, the Conflicts of Interest Policy, the Complaints Handling Policy, and other Policies (as amended from time to time, altogether hereafter referred to as "the Policies"), which can be found on our Website and mobile app, constitute a legally binding contract between us, as well as include important information which we are required to provide to our Clients under the applicable laws and regulations. You should carefully read the terms and any other documents that we have supplied or will supply in the future to you. Kindly note that should there be any conflict between the Terms and the Policies, the provisions of the Terms will prevail.

The Client is requested to read the Agreement and make sure they understand the following terms prior to accepting the Agreement and use the Company's services.

Scope and Application: This Agreement governs the relationship between the Client and the Company and is electronically executed. The Client is required to accept these terms provided that the client has read and agrees with the terms of the Agreement by checking and/or clicking the respective acceptance checkbox during the Online Account Opening Procedure which is further explained below.

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For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Company fully agrees to be abide by and bound by the terms set out in this Agreement.

Definitions

Account means the personal CFD trading account you hold with us and designated with a particular account number used for the purposes of trading on any trading platform used by the Company either online or through the Company's mobile application. You are permitted one Account, unless explicitly obtaining prior consent from the Company.

Sub-Account means the accounts opened under the main Account of the Client.

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

Agreement means these Agreement and other policies for the Services offered by the Company as the same be in force from time to time and modified or amended from time to time.

Applicable Regulations means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time including among others the Securities Act 2007 as amended, the Securities (Conduct of Business) Regulations 2008, the Securities (Financial Statements) Regulations 2008, the Securities (Advertisements) Regulations 2008, the Securities (Forms and Fees) Regulations 2008, the Securities (Substantial Activity Requirement) Regulations 2018, the Financial Services Authority Act 2013, the Anti-Money Laundering Act of 2020 as amended and the Prevention of Terrorism Act 2004 etc.

Associate means an undertaking within the Capital.com Group, a representative whom we appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

Base Currency means either the official currency of the United States of America (the USD), or the official currency of the Eurozone (the EUR) or the official currency of Australia (AUD), or the official currency of the United Kingdom (the GBP) or the official currency of the Republic of Poland (the PLN) or any other official fiat currency that may designated by the Company as a Base Currency from time to time.

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Company's Website mean the Company's Website www.capital.com;

CFD Contract or "CFD" mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

Client mean the individual person, legal entity or firm being a customer of Capital Com Stock and CFD Investing Ltd;

Company means Capital Com Stock and CFD Investing Ltd a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8429903-1. The Company is authorised and regulated by the Financial Services Authority in Seychelles ("FSA") under the licence number SD101 with registered address at CT House, Office 5A, Providence, Mahe, Seychelles.

Equity mean the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position);

Execution means the completion of a Client order on the CAPITAL.COM Online Trading Platform.

Financial Instruments mean Contracts for Differences (CFD) on spot Forex, spot precious metals, futures, shares or any other commodities available for trading;

Margin mean the necessary funds so as to open or maintain open positions in a CFD Transaction;

Margin Level mean $(\text{Equity} / \text{Margin}) * 100$; it determines the conditions of the Client's Account.

MTF means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract.

Order means the request/instruction given by the Client to the Company or Close a Position in the Clients Account.

Over – The – Counter or OTC refers to Transactions conducted otherwise than on a formal Exchange

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Quote means the bid and ask prices at which a Financial Instrument can be bought and sold;

Underlying Asset means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;

Services mean the services which will be provided by the Company to the clients and are stated and governed under this the Agreement;

Spread means the difference between the purchase price ASK (rate) and the Sale price BID (rate) at the same moment for the same financial instrument;

Regulated Market mean a Regulated Market (RM) is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.

Terms means the present Terms and Conditions and/or Agreement;

Trading Platform means collectively or individually all trading platforms (i.e. Capital.com's proprietary online trading platform or the MT4 Trading Platform), that allow us to provide Electronic Services to you pursuant to this Client Agreement. The Trading Platforms are accessible via our website, software programs and mobile applications.

Underlying Asset means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;

1. Services

1.1 The Company shall carry on business as dealing in securities, whether acting as principal or agent for the following:

- a. To make or offer to make an agreement with another legal person to enter into or offer to enter into an agreement, for or with a view to acquiring, disposing of, subscribing for or

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underwriting securities or in any way that affects or causes to effect a securities transaction.

- b. Without limiting the generality of the above point, to cause any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.
- c. To participate as a securities dealer in any transaction in a security occurring upon a securities exchange.
- d. To receive as a securities dealer, an order to buy or sell a security which is executed.
- e. To manage a portfolio of securities for another Company on terms under which the first mentioned Company may hold property of the other.

1.2 The services of paragraph 1.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF and are over the counter ("OTC") traded instruments such as CFDs or any other financial instruments or commodities.

2. No Provision of Investment Advice

We deal on an execution only basis and do not advise on the merits of particular transactions, or their taxation consequences as each tax treatment depends on the individual circumstances of each client and clients' tax jurisdiction. Please seek independent tax advice if required.

3. Risk Disclosure & Acknowledgment

3.1 It is important for the Client to understand the risks involved before deciding to enter into a trading relationship with the Company. If the Client chooses to enter into a trading relationship with the Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.

3.2 The financial instruments offered by the Company are high-risk products that are traded on margin and carry a risk of losing all Client's initial deposit. These products can fluctuate significantly and present a high risk of capital loss, therefore these products may not be appropriate or suitable for all clients and the Client should seek independent advice should he be not able to understand the risks involved.

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3.3 General Risks and Acknowledgements: The Client acknowledges, understands, agrees and accepts the risks including but not limited to:

- a. The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
- b. The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- c. The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.
- d. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers.
- e. The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.
- f. Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- g. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- i. The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j. Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.

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- k. Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.
- l. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n. Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in money terms (but for example a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- o. The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.
- p. There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

4. Account Opening Procedure

- 4.1** Before opening a new account, the Company provides to the Client via its Website with the required information regarding the Company and a copy of this Agreement along with other policies. After logging on the website of the Company, the Client will complete and/or receive the application package which consists of the following: a) account application form, b) relevant information/documents of the client, c) Client Services Agreement, d) policies.
- 4.2** The Company is obligated by the Applicable Regulations to perform KYC and due diligence procedures in order to verify the identity of each person who registers online via the Company's Website. For this purpose, the Company will collect information about the Client such as name, surname, address, telephone number, email, nationality, date of birth and other details stated in section 4.4.

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- 4.3** When the Company receives the Client's completed online application form, it may use the information to conduct any further enquiries about the Client as the Company determines under the circumstances and its internal policies and procedures. The Company also carries out additional checks or periodic reviews. The Client will need to co-operate at any time with the Company and supply the information requested promptly as part of the Company's ongoing monitoring. The Company relies on the information that it is provided by the Client in the online application form or otherwise as being correct and not misleading at all times, unless you notify us otherwise in writing. In particular, the Client must notify the Company as soon as possible in writing if any of the details provided to us in your application form or if your circumstances have subsequently changed.
- 4.4** The Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by properly and fully completed by such person and all internal checks (including without limitation all anti-money laundering customer identification and due diligence checks) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the customer identification and due diligence checks the Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information will be required by the Client. In certain circumstances we may require this information to be authenticated by an appropriate third party. The Company requires as minimum a government issued Photo identity documents such as a passport, driving licence and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in the Client's application.
- 4.5** The Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a trading account with the Company. The Client's trading account will be opened following the assessment and completion of the KYC and due diligence procedure

5. Fees and Charges

- 5.1** The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the services. The Company's current charges including spreads, charges, interest and other fees are published on the

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Company's website and any alteration to charges will be notified to the Client via the Company's website or via the trading platform terminal or via an email sent to the client's registered address used during the registration process. By accepting this Agreement, the Client acknowledges that he has read, understood and is in agreement with the fees and charges uploaded on the Company's website. The Client further agrees that the Company is entitled to change its charges without any consultation or prior consent from the Client.

5.2 The Company is compensated for its services through the Buy/Sell (Ask/Bid) spread, so when you open a position in a specific instrument, you essentially "pay" the spread. The spread rates per instrument can be viewed by the Client at any time on the Company's website, the trading platform and mobile app under the "market info" tab.

5.3 Subject to the Financial Instruments traded by the Client, the following charges may be incurred:

Spread

A spread is the difference between the bid (buy) and the ask (sell) price on the specific instrument you trade. This cost is realised every time the Client opens and closes a trade.

Commission (applicable only to CFDs on futures and CFDs on shares)

This is the commission the Client pays when he buys and sells a Financial Instrument.

Currency conversion

This is the cost incurred when converting realised profits and losses as well as any costs and charges that are denominated in a currency other than the base currency of the Client's Account.

Overnight Funding /Swap (Financing Fee)

This is the swap cost for keeping your position open overnight. The swap cost can be positive or negative depending on the instrument to be traded. An overnight funding amount is either added to or subtracted from the Client's account when holding a position after a certain time.

Please note, the overnight fee varies across instruments. You can find the specific overnight fee for your chosen instruments in the market information tab on the trading platform or mobile application.

Trading inactivity

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The Client acknowledges and confirms that any Account(s) holding funds, held 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").

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

- 5.4** All payments to the Company under this Agreement shall be made in such currency as the Company from time to time specified to the bank account designated by the Company for such purposes.

6. Conflict of Interest

6.1 The Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any of the Services under this Agreement, and to organise and control their internal affairs responsibly and effectively.

6.2 The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively in accordance with its Conflict of Interest policy which is enclosed in this Agreement as Annex 1 .

7. Inducements

7.1 The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients. For this purpose, the Company does not receive or pay any fees, commissions or non-monetary benefits in relation to the provision of the services to or by any third party, except Client, subject to clause 6.2.

7.2 The Company may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company' duty to act in the best interests of the Client. An indicative list of fees/commission to/from third parties which are designed to enhance the

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quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client may be regulatory levies, legal fees, bank and payment provider fees, liquidity providers' fees, platform fees etc.

7.3 A fee, commission or non-monetary benefit should only be paid or received where:

- a. It is justified by the provision of an additional or higher level service to the relevant client, proportional to the level of inducements received
- b. It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the client
- c. It is justified by the provision of an on-going benefit to the relevant client in relation to an on-going inducement

7.4 The Company shall keep records evidencing the fees, commissions or non-monetary benefits paid or received by the Company which are designed to enhance the quality of the relevant service to the client.

8. Client Money and Transfer of funds

8.1 The Company ensures to promptly place any Client money segregated from the Company's own accounts and opened with an approved bank and/or a payment provider that has been assessed by the Company and/or approved by the Company's Management. Any Client's money shall be paid into a segregated client bank account denoted as "Client" bank account.

8.2 Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Company transfers the Client money (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in other parties or business partners i.e liquidity providers for settlement purposes. The Company shall not be liable for the solvency, acts or omissions of any institution with which Client money is held.

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- 8.3** The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money in which case the Client will not have any claim against a specific sum in a specific account in the event of insolvency. The Company does not accept any liability or responsibility for any resulting losses.
- 8.4** By entering into this Agreement the Client agrees that the Company will not pay the Client interest on Client money or any other unencumbered funds.
- 8.5** Any amounts transferred by the Client to the Client's bank account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's bank account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.
- 8.6** The Company acts in accordance with international anti-money laundering regulations and local anti-money laundering rules thus the transfer of funds and transactions are done based on these rules. For this purpose, Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request, or request further documentation while processing the withdrawal request. Where applicable, if the Company is not satisfied with any documentation provided by the Client or if the company has reasonable grounds for suspecting that a Client violates Applicable regulations, then the Company will reverse the withdrawal transaction and deposit the amount back to the Client's Account and the Client will suffer the relevant Client's bank account provider's charges.
- 8.7** By accepting this Agreement, the Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's bank account on the Client's behalf, including but not limited to, the settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

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8.8 The Client acknowledges that in case where a Client's bank account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen.

9. Client's Orders/Instructions & Execution of Orders

9.1 Execution of Orders: It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Client.

9.2 The Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size and the nature of the order, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.

It is emphasised that the specific instructions as mentioned above prevent the Company from taking the steps that it has designed and implemented in order to ensure the best possible result for the execution of those Orders in respect to the elements covered by those instructions. We do not consider the above list exhaustive .

The best possible result for our Clients will be determined in terms of the total consideration, represented primarily by the price of the financial instrument and the costs related to the execution. The costs related to the executions include the expenses incurred by the Client which are directly related to the execution of his/her order.

The other execution factors of speed, likelihood of execution, size, nature or any other relevant consideration will, in most cases, be secondary to the price and costs considerations, unless they would deliver the best possible result for the Client in terms of total consideration.

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9.3 For determining the importance of the execution factors indicated above, the following criteria are also taken into account:

- The characteristics of the Client
- The characteristics of the Client order;
- The characteristics of Financial Instruments that are the subject of that order;
- The characteristics of the execution venues to which that order can be directed.

9.4 The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.

9.5 Client's Orders/Instructions: Orders may be placed with the Company once the Client gets access to the Company's Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

When placing an order, if it becomes pending, the funds required for its execution are blocked from the free funds available in the client's account (the blocked funds cannot be used for other Orders, until the pending ones are executed or cancelled).

9.6 Types of Orders Accepted

- A Market Order is an instruction to buy or sell a CFD in a specified size at the best available market price for that size and it will be executed immediately at the best available market price. (the price might change before execution, especially with less liquid financial instruments); such Market Order allows us to execute your order at a price that is different from our quoted bid/offer price at the time you place it. This order type does not allow any control over the price it will be filled at. Market Orders can be placed only during the trading hours of the underlying asset. Where there is insufficient liquidity available for the specified size your Market Order will be partially filled while the remaining quantity will be cancelled by the system. A Market Order can take Profit/ Stop Loss Orders attached.
- A Limit Order is an instruction which allows the Client to set a minimum price (for a sell order) or a maximum price (for a buy order). This gives you a control over the price at which the Limit Order is executed, however this Limit Order may never be executed (or filled). A Limit Order can be used to either open or close a position. When there is insufficient liquidity available for the specified price your Limit Order will be partially filled with the remaining quantity actively pending until it is fully filled or cancelled. Once a Limit Order is triggered it will be executed at a level that is the

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same or better than the level specified by you. Limit Orders can take Profit and Stop Loss orders attached.

- A Working order is a general term for opening either a Stop or Limit Order. This allows the Client to buy or sell a CFD once it meets the stop price predetermined by the Client (after the CFD hits the Client's stop price, the Stop Order becomes a Market Order and is executed at the best price available).
- 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 Till 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.
- A Take Profit is an order that can be attached to working orders, market orders or open positions, to close a position at a price that is better than the current price. This order type is primarily used to lock in profits from a position. If the market has moved to the opposite direction of a position, it is possible to set up a Take Profit at a price that is better than the current price but worse than the opening price. Thus, it is possible to limit losses with a Take Profit order. Where a Take Profit Order is attached to a working order it will be a contingent order that would become active once all or part of your opening order has been executed giving rise to a position being opened on your Account. The Take Profit Orders will be filled at the predefined price. If a Take Profit Order is partially executed because there is insufficient liquidity at the price you specified, the remaining part of your order will be active until your price level is reached again and more liquidity is available. A Take Profit Order will remain active until it is executed or removed, or the open position is closed.

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- A Stop Loss is an order that can be attached to working orders, market orders or open positions, to close a position at a price that is worse than the current price. This order type is primarily used to limit the potential losses you can incur from an open position. If the market has moved to the direction of a position, it is possible to set up a Stop Loss at a price that is worse than the current but better than the opening price. Thus, it is possible to lock profits with a Stop Loss order. If the Stop Loss level is reached, the Stop Loss Order is executed as a Market Order at the best price available for the quantity you wish to buy or sell. A Stop Loss Order will remain active until it is executed, or removed, or the open position is closed. If a Stop Loss Order is partially executed because there is insufficient liquidity, the remaining part of your order will be active until your price level is reached again and more liquidity is available. We do not guarantee that a Stop Loss Order will be filled at the price specified.
- Trailing Stop order is a specific type of Stop Loss that automatically follows your positions, provided the market moves in your favor. If the market moves against you, then the stop loss level does not move.

A Trailing Stop order does not set the stop level at a certain price, but rather at a certain distance away from the current market price. It would be placed below the current market price if you are opening a long position on an asset, and above the current market price if you are opening a short position. A Trailing Stop is set at a percentage level or certain amount of points away from the market price – this distance is known as the trailing step – and the stop will move to maintain that distance from the current price.

One of the largest benefits of a trailing stop is the flexibility that it offers you, as you don't have to manually move your stop if your position moves in your favour, and you want to adjust your exposure accordingly. If you leave a basic stop on an open position, which you don't then readjust if your trade is profitable, your position will only automatically close if it retraces back to where you originally placed your stop. Any profits that you could have taken from the position, had you closed it earlier, would be lost. Trailing Stops help prevent this from happening, protecting the profits on a successful trade as well as minimising losses.

When you are setting a Trailing Stop, you have to be careful not to set your trailing step too far away from the market price or too near to it. If you set it too far away, you are at risk of unnecessary losses, but if you set it too close to the market price, you might be closed out before your trade has had the chance to make a profit

- A Guaranteed Stop Loss Order is an order that can be attached to working orders, market orders or open positions, to close a position at an exact price determined by

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you that is worse than the current price. This order type is used to limit the losses you can incur from an open position. If the market has moved to the direction of a position, it is possible to set up a Guaranteed Stop Loss at a price that is worse than the current but better than the opening price. Thus, it is possible to lock profits with Guaranteed Stop Loss order. When accepting your Guaranteed Stop Loss Order we guarantee that when our bid or offer quote goes beyond the price specified by you, we will close your position at exactly the price specified. An open position can be closed at your initiative before reaching the Guaranteed Stop Loss Order level. As we guarantee your close out price, there is a fee charged when the Guaranteed Stop Loss Order is triggered and executed (see cl. 9.13. Guaranteed Stop Loss Order Fee (GSL Fee)).

- Limit Orders and Stop Loss Orders for equity CFDs are executed based on the preceding ex-dividend prices and if not fully executed before the occurrence of the forthcoming Corporate Event, entitling the Client to a dividend for the equity CFD position(s) he/she currently holds, the Client's relevant CFD position(s) will be closed by the Company prior to that Corporate Event at the then prevailing market price. Similarly, the Company will ask the Client to close any affected pending Limit Orders and Stop Loss Orders before the forthcoming Corporate Event or will do so on its own.
- Limit Orders and Stop Loss Orders applied to equity CFDs based on cum-dividend prices will be valid for the ex-dividend price (and vice versa) unless specifically cancelled by the client.

We may introduce new types of orders from time to time by posting a relevant alert and updating the current information on our platform.

9.7 The Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

9.8 Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as

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applicable). The Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

9.9 If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

9.10 During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

9.11 During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Reference Asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such cases, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.

9.12 Guaranteed Stop Loss Order

The GSL order can be placed by you if the trading mode is set to "normal" on the Account. However, if the Account is in hedging mode or was changed from "hedging" mode to "normal" after the Positions were opened, you acknowledge that the GSL order shall not be applicable for such Positions.

Note: our MT4 trading platform does not offer GSL.

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9.13 Guaranteed Stop Loss Order Fee (GSL Fee)

There is a fee charged when the Guaranteed Stop Loss Order is triggered and executed. The fee is charged in the form of an extra spread and is expressed in percentage. The percentage is displayed in the deal ticket when placing the Guaranteed Stop Loss Order on the CAPITAL.COM Online Trading Platform. The GSL Fee is calculated by the following formula:

$$\text{GSL Fee} = \text{GSL Premium} * \text{Position Open Price} * \text{Quantity}$$

The amount of fee charged is displayed in the trade history once the GSL is triggered and executed.

9.14 Dividends

Adjustments will be made to the Client's Account due to dividend payments related to the underlying equity. Such adjustment will be calculated by the Company based on the size of the dividend, the size of Client's position, taxation and whether it is a buy or a sell trade. If the Client holds a long Position, the Company will adjust the Client's Account in Client's favor by the dividend multiplied by the long quantity as adjusted, if necessary, for taxation. If the Client holds a short Position, the Company will adjust the Client's Account in the Company's favor by the dividend multiplied by the short quantity as adjusted, if necessary, for taxation.

A dividend adjustment is applied when an underlying share passes its ex-dividend date (including the ex-date of any special dividend) in the underlying stock market.

However, as the Company is dependent upon notification from an external third party under no circumstances the Company shall be kept liable for the consequences of any delayed adjustments.

9.15 Right not to accept orders

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.

9.16 Control of orders prior to execution

We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended,

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increased, decreased, removed or added by us at our absolute discretion and may include (without limitation):

- a. controls over maximum or minimum order amounts and maximum or minimum order sizes;
- b. controls over our total exposure to you;
- c. controls over prices at which orders may be submitted (to include, without limitation, controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
- d. controls over the Electronic Services (to include, without limitation, any verification procedures to ensure that any particular order or orders has come from you); and/or
- e. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.
- f. the Client accepts that some small and micro-cap shares that are traded on highly illiquid markets, or by way of an auction, or other non-standard bidding process, may cause delays in executing Orders in such financial instruments. Therefore, the Platform will process the Client's Order as soon as is reasonably possible and will not be liable for any loss of the Client in this regard.

9.17 Trade Adjustments

Clients must be aware that CFD transactions carry a high degree of risk. The amount of initial margin may be relatively small with regard to the value of the instrument so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Client has deposited or will have to deposit. This may work against as well as for the Client.

The Company exclusively reserves the right to widen its variable spreads, adjust leverage and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the CAPITAL.COM Trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility.

9.18 Cancellation/Withdrawal of instructions

Non-market orders may be cancelled via the CAPITAL.COM Online Trading Platform but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions.

Executed instructions may only be withdrawn or amended by you with our consent.

The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

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9.19 Hedging Mode

The Company offers its clients “Hedging Mode” trading. What is a hedging mode and how to use it in trading can be found on our website here.

9.20 Trade Confirmations

Confirmations for all Transactions that we have executed on your behalf on that trading day will be available on the online web platform and mobile app and are updated online as each Transaction is executed.

Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you, if not objected to within three days by email, if orders were placed through the Company’s Online Trading Platform.

In cases where the prevailing market represents prices different from the prices posted online by the Company on the Website and the mobile app, the Company will attempt, on a best efforts basis and in good faith, to execute Market Orders on or close to the prevailing market prices. This may or may not adversely affect Client’s realized and unrealized gains and losses.

The Client might request to receive the Account statement monthly or quarterly via email, by providing such a request to the Client Support Department (support@capital.com).

9.21 Negative Balance Protection

CFDs are leveraged products and therefore incur a high level of risk and may result in the loss of all the Client’s Invested Capital. For the benefit of the Company’s Clients, the Company has implemented a “no negative balance” protection program, on an account basis, whereby the Client cannot lose more than his/her investment. Nonetheless, the Client is expected to actively monitor and manage open positions in the account and to contact the Company about options if the account is close to a Margin Call.

It is possible for adverse market movements to result in the loss of more than your Account balance, so that it becomes negative. In this case, we will bear the negative consequences of such adverse events and any of your losses will be limited to your Account balance. If the Client has several accounts, then at the discretion of the Company, the negative balance of one account can be fully or partially covered by the positive balance of funds from another Client’s account.

Any trading strategy based on the use of the Negative Balance Protection mechanism and creating unfair advantages to the Client can be considered as improper or abusive behaviour, which will grant us an absolute right to suspend the trading account, terminate this Agreement or take other enforcement measures in accordance with the provisions of section 9.22 and clause 9.27 of these Terms.

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9.22 Improper or Abusive Trading

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the CAPITAL.COM Online Trading Platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute transactions falling within the definition of Market Abuse or execute trading strategies with the objective of exploiting such misquotation(s) or acting in bad faith, the Company shall consider this as improper or abusive behaviour.

Should the Company determine, at its sole discretion and in good faith, that you are taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading, including but not limited to:

- a. fraud/illegal actions that led to the transaction;
- b. orders placed based on manipulated prices as a result of system errors or system malfunctions, or transactions executed when the CAPITAL.COM Online Trading Platform indicates an anomalistic price for underlying assets (i.e. the price which does not expressly correspond to the current market price for them);
- c. arbitrage trading on prices offered by our platform as a result of systems errors;
- d. coordinated transactions in order to take advantage of systems, system errors and delays on systems updates, including but not limited to actions, coordinated between different clients, aimed at making profit (generating income) out of the application of such functions (opportunities) of the CAPITAL.COM Online Trading Platform as the Negative Balance Protection and the "Stop-loss order", as well as any other action(s), including those coordinated between different clients and/or acting in tandem with third party(-ies) aimed at making profit (generating income) from the application of functions (opportunities) of the CAPITAL.COM Online Trading Platform not in accordance with the purposes of such functions (opportunities); and/or carrying out "oppositely directed" ("mirror") Transactions (operations) (i.e. Long position and Short position) within one market or in relation to the same underlying asset, opened with insignificant time difference and/or difference in prices for underlying assets on one on the same device and/or) from one and the same IP-address but with the use of different Accounts (created in the name of different persons and/or entities), including

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those aimed at making profit (generating income) from the application of functions (opportunities) of the CAPITAL.COM Online Trading Platform;

e. orders placed with the use of inside information (i.e. abusive exploitation of privileged confidential information, the misuse of information or directors trading shares of their own companies); then the Company will have the right to:

- i. adjust the price spreads available to you; and/or
- ii. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- iii. obtain from your Account any historic trading profits that you have gained through such improper or abusive trading as determined by us at any time during our trading relationship; and/or
- iv. reject an order or to cancel a trade; and/or
- v. immediately terminate our trading relationship, and/or
- vi. suspending the Client's account.
- vii. take any of the enforcement measures.

9.23 Prohibited Trading

No employee and/or former employee who currently works or used to work on a full time or part time basis for the Company or any of its related entities shall, during the term of the employee's and/or former employee's service to the Company or any of its related entities and after termination of service become a Client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval.

Should the Company consider that the employee and/or former employee is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances, the employee and/or former employee's Account(s) and all open positions shall be closed immediately and any funds held within the Account shall be returned.

No business associate or former business associate of the Company or any of its related entities shall, during the period of the agreement between the associate/former business associate and the Company and after termination of such agreement, become a Client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval.

Should the Company consider that the associate/former business associate is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances, the relevant associate/former business associate's Account(s) and all

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open positions shall be closed immediately and any funds held within the Account shall be confiscated.

9.24 Corporate Events

The Client has no rights or obligations in respect of the underlying instruments or assets relating to the CFD. Specifically, in case of an equity CFD the Client will not receive any voting rights. However, the underlying instrument can be affected by various corporate actions (hereinafter "Corporate Events"). A "Corporate Event" is any action or event, whether temporary or otherwise, in relation to an underlying asset(s) of the CFD, or in relation to the issuer of the underlying asset(s) of the CFD, which would have an effect on the value, legal characteristics or ability to trade the underlying asset(s) or the CFD based on or referencing such underlying asset(s), including but not limited to: distributions or the grant of entitlements to existing holders of rights in the underlying asset(s), dividend payments, the granting of rights to purchase, subscribe or receive any underlying asset(s) (whether for free, on preferential payment terms or otherwise) or cash, placings, rights issues, bonus/scrip issues, capitalization issues and similar issues, mergers or takeovers relating to the issuer of the underlying asset(s), sub-divisions, splits, reductions (including share buy-backs), consolidations, reclassifications, restructurings, cancellation or suspension of listing of the underlying asset(s) or the issuer of the underlying asset(s), and any action or event analogous to any of the foregoing or otherwise that may have a diluting or concentrative effect on the value of the underlying asset(s) of the CFD.

In case a Corporate Event will occur while the Client is holding an open CFD position or has a pending order affected by such event, we will endeavour to notify the Client of such Corporate Event, accomplished or yet to occur, as soon as it is reasonably practicable, however the Company reserves the right to act without prior notifications. Corporate Events can be amended, withdrawn or cancelled at any time. These changes are beyond the control of the Company, who is not responsible for any loss of the Client in this regard. According to the type of Corporate Event, the Company will inform the Client of the action(s)/adjustment(s) to be taken, if any, including the possibility of closing the affected position(s), including any pending order(s).

In relation to the above, depending on the type of Corporate event, the Company may be required to make an adjustment to the size and/or value and/or number of the related position(s), including also the possibility of opening the new position(s) or closing of the existing position(s) at the last available price. Such adjustment will account for the diluting or concentrating effect of the Corporate Event in order to preserve the economic equivalent of the rights and obligations of the parties in relation to that position(s). Any action taken by the Company will be effective from the date determined by the Company and shall be binding, however, for the avoidance of doubt, the said actions may be retrospective. Closing of Client's CFD position(s) affected by a Corporate Event will not take place in case of dividend payments related to underlying equities. In this case adjustments will be made to

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the Client's Account, such adjustment will be calculated by the Company based on the size of the dividend, the size of Client's position, taxation and whether it is a buy or a sell trade.

9.25 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, no price provider or other relevant reasons, or we may close any of such positions at last available prices without prior notification at our sole discretion. However the Company shall endeavour to notify its affected clients in the event this clause is triggered.

9.26 Expiring CFDs

Certain CFDs shall have an expiry date. On the expiry date an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Weekend FX CFDs have a settlement price. Any affected pending order(s) will be cancelled. Nothing precludes the Client from closing the relevant position and cancelling the affected pending orders prior to the expiry date.

The expiry date for the relevant CFD shall be published on the relevant section of the Company's website and on the mobile app.

9.27 Circumstances under which the CFD may mature or be terminated

- A. The CFD will end with the closing of the Client's position;
- B. The Client's position may be closed by the Client at any time during the trading hours indicated on CAPITAL.COM;
- C. The Client's position may be closed at the initiative of the counterparty when there is excessive usage of the margin or the position's margin falls below required minimum as set by the counterparty to protect the Client from the accumulation of large losses that would be expressed in a negative account balance;
- D. The Client's position may be closed at the initiative of the counterparty in the case that an underlying asset of the CFD is no longer trading, including but not limited to lack of liquidity from the liquidity providers;
- E. The Client's position may be closed at the maturity of an underlying asset (for instance with CFDs on Futures and Commodities);
- F. The Client's position may be closed at the initiative of the counterparty in the case that changes to the liquidity of the instrument in the market mean that risks cannot be properly hedged;

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G. The Company may terminate a client's position at its sole discretion.

9.28 Electronic Trading Terms

9.28.1 Access and Trading Hours

Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such Electronic Service, unless agreed otherwise or stated on our Website or mobile app.

All references to the Company's hours of trading on our website are in Coordinated Universal Time (UTC) using the 24-hour format.

Our Electronic Services will normally be available 24/7 with reasonable breaks for technical maintenance as specifically mentioned for each underlying asset on our Website and in the mobile app, every week, excluding public holidays, periods where the markets for the underlying assets of the CFDs do not operate and cases where the markets are closed due to illiquidity in the financial instruments.

You may request a quote to open a Transaction or to close all or any part of a Transaction at any time during our normal hours of trading for the CFD in respect of which you wish to open or close the Transaction.

Outside those hours, we will be under no obligation to, but may, at our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction.

Please consult our Website or mobile app for more details on operating times for each CFD. We reserve the right to suspend or modify the operating hours on our own discretion and in such event our Website and mobile app will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the Website and the mobile app, are the applicable ones.

We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible through our Website or mobile app.

Restrictions on Electronic services Provided There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our Website and mobile app for details of the limits imposed upon Transactions carried out through our Electronic Services.

9.28.2 Access Requirements

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You will be responsible for having hardware equipment forming part of the System to enable you to use an Electronic Service.

9.28.3 Virus Detection

You will be responsible for the installation and proper use of any virus detection/scanning program that shall reasonably keep your systems virus-free.

9.28.4 Use of Information, Data and Software

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

9.28.5 Maintaining Standards

When using an Electronic Service, you must:

- a. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
- b. run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
- c. carry out virus checks on a regular basis;
- d. inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect of and, if within your control, cause such unauthorised use to cease; and
- e. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

9.28.6 System Defects

In the event you become aware of a material defect, malfunction or virus in the System or on the CAPITAL.COM Online Trading Platform, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

9.29 Intellectual Property

All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors.

You will not copy, interfere with, tamper with, alter, amend or modify the software comprising the System of the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the software comprising the System of the

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Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law.

You will not cause or permit any actions to be caused, which might endanger or damage any intellectual property belonging to us and/or do any other act which would be damaging and or defamatory against us.

Any copies of the software comprising the System of the Electronic Services made in accordance with law are subject to these Terms. You shall ensure that all the licensors trademark, copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the software comprising the System of the Electronic Services made by you. If we so request, you shall as soon as reasonably practicable, provide to us a statement of the number and whereabouts of copies of the software comprising the System of the Electronic Services.

9.30 System Errors

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet or servers service providers.

You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

Delays, inaccuracies or errors caused by third parties.

Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third-party service providers.

We do not accept any liability towards executed trades that have been based and have been the result of delays or errors as described above.

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Malicious Software

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

Indemnity Malicious Software within your System

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

Unauthorised Use

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.

The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement

The Client's negligence, fraud or breach of this Agreement or Applicable Regulations

Any abnormal market condition or force majeure event.

9.31 Markets

We shall not be liable for any act taken by or on the instruction of an exchange or regulatory body.

9.32 Suspension with Notice

We may suspend an Electronic service, by giving you 24 hours written notice.

9.33 Immediate Suspension or Permanent Withdrawal Without Notices

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We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, including where you are engaged in credit card fraud, money laundering, funding terrorism and/or any relevant criminal conduct, as well as in the Event of Default, Event of Force Majeure, 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 an Electronic Service may be terminated automatically, upon:

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

b. the termination of these Terms.

9.34 Effects of Termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

9.35 Swap Free account

The Company offers Swap- Free accounts to clients who cannot use a regular account due to their religion, faith, or beliefs. For any further clarifications, please see Annex 3 of this agreement.

9.36 Effects of Termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

10. Margin Arrangements

10.1 The Margin/leverage levels applicable to the different products offered by the Company can be found on the Company's Website under the market info tab for each instrument]. If at any time the Equity falls below a certain percentage of the required Margin, specified on the Website, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him.

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The Client is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

10.2 Contingent Liability

When we effect a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position.

The Client shall provide and maintain Margin in accordance with the terms of this Agreement to secure Client's obligations to the Company. The Company must maintain at all times the minimum margin requirements for the Open Positions in Client's Account.

You may be required to make further variable payments by way of margin against the purchase price of the CFD, instead of paying (or receiving) the whole purchase (or sale) price immediately.

The movement in the market price of the CFD will affect the amount of margin payment you will be required to make.

We will constantly monitor your margin requirements and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this Part.

10.3 Margin Call

You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under these Terms.

10.4 Failure to meet Margin Call

In the event that you fail to meet a margin call, we may immediately close out any of the relevant positions, as well as any pending orders that may negatively affect your margin balance once executed.

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10.5 Form of Margin

Margin must be paid in cash in a Base Currency of your Account. A cash Margin paid to us is held as Client Money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card or by such other means as the Company may direct.

10.6 Set – Off on Default

If there is an Event of Default or these Terms are terminated, we shall set-off the balance of the cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount.

10.7 Further Assurance

You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.

10.8 Negative Pledge

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us., nor to agree to assign or transfer, any of the cash margin transferred to us.

10.9 General Lien

In addition, and without prejudice to any rights to which we may be entitled under these Terms or any Applicable Laws and Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligation.

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11. Decline of Client's Orders and Instructions

11.1 The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:

- a. under abnormal market conditions;
- b. If the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;
- c. it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;
- d. where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- e. in consequence of request of regulatory or supervisory authorities or a court order;
- f. where the legality or genuineness of the order is under doubt;
- g. there is absence of essential detail of the order or the order is not clear or has more than one interpretation;
- h. a Quote is not obtained from the Company or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote;
- i. internet connection or communications are disrupted;
- j. a Force Majeure Event has occurred;
- k. the Company has sent a notice of termination of this Agreement to the Client;
- l. the Client has failed to meet the minimum Margin requirement;
- m. where the Company suspects that the Client is engaged in Improper or Abusive Trading or Prohibited Trading as per this Agreement.

12. Transaction Settlements and Confirmations

12.1 The Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Company will provide the Client with an online access to his Client Account via the Trading Platform, which will provide him with sufficient information on among others order(s) status.

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12.2 The Client understands that transaction confirmations are available via the Trading Platform and he will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view its balance as well as all of its account activity. The Client will also be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

13. Trading Platform usage

13.1 The Company provides its Online Trading Platform pursuant to this Agreement and will allow you to open positions and monitor the activity in your Account by granting you access to the Online Trading Platform(s). You may choose the Online Trading Platform you prefer to use.

Please take note that the MT4 platform is a third-party trading platform provided by MetaQuotes and additional terms and conditions regarding the use of the MT4 platform may apply between you and MetaQuotes. These terms and conditions, where applicable, will appear in the MT4 platform. You are responsible for ensuring that you read and understand these terms and conditions. By using the platform and/or its features (e.g., 'one-click trading'), you will be deemed to have read, understood and agreed to those terms and conditions.

MT4 is a third party platform and is provided to you "as is". The Company does not make any representations or warranties in respect of the Online Trading Platforms and in particular, in respect of MT4. This includes, but is not necessarily limited to, warranties or representations relating to:

- 1) access; or
- 2) the accuracy of the financial information or trading history of a user stored on MT4;
- 3) that the use of the Trading Platform will be uninterrupted or error free; or
- 4) that the Electronic Service will meet any specific criteria with respect to its performance, fitness for purpose or quality.

You agree to use the Online Trading Platforms as permitted by the terms of this Client Agreement, any other terms and conditions presented in the Online Trading Platform, our

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policies and any applicable laws and regulations, all of which may be subject to change from time to time, with or without notice to you.

The Company cannot be held liable, to the extent permitted by law, for any losses or damages suffered or incurred from the use, operation or performance of MT4. The Company shall not, under any circumstances, be responsible or liable for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure of the Online Trading Platforms.

You are responsible for securing your password and logins and preventing unauthorised access and use of the Online Trading Platform.

By trading through our Online Trading Platforms, you acknowledge and agree that you are liable and responsible for all trades executed on your Account irrespective of whether they were executed by you personally or a third party.

- 13.2** You agree that the use of the Online Trading Platform is at your risk. You are responsible for any losses resulting from the use of any software and/or any other electronic material or device obtained via the Online Trading Platform, including loss arising out of your use of third party add-ons including but not limited to expert advisors, copy traders, signal providers or robo advisors (where these are permitted). The Company does not offer this software/material and accordingly does not assume liability therefore nor do we provide technical support in relation to the use of such software/material or devices.
- 13.3** The Client shall enter his user ID and password ("Codes") registered during the online account opening procedure when logging on to the Company's Trading Platform. The Client should notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.
- 13.4** The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Codes to the electronic systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its Codes. The Client acknowledges that the Company bears no responsibility in the case that the Codes are used in an unauthorized manner by any third party.

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13.5 The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used by the Client, it shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

13.6 When using the Company's platform, the Client shall:

- run such tests and provide such information to us as we shall reasonably consider necessary to establish
- ensure that the system and/or hardware equipment used by the Client satisfies the requirements notified by us to you from time to time;
- carry out virus checks on a regular basis;
- inform us immediately of any unauthorised access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorised use to cease; and
- not at any time leave the terminal from which the Client have accessed the trading platform or let anyone else use the terminal until he has logged off the trading platform.

13.7 To the extent permitted by Applicable Regulations, the Company shall not be liable for:

- a. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and
- b. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

13.8 If the Client wants to use a third party software application to provide trading signals or advice or other trading assistance like an "expert advisor" or a hosting environment allowing

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for real-time access to the Client's Account, the Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise is at the Client's own risk, and the Company and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Company and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Company and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities /plug-ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Company has the right to suspend or terminate the Client's Account.

13.9 The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

13.10 The Client understands that the use of the Trading Platform including each Transaction the Client complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to him or any agreement by which the Client is bound or by which any of the Client's assets are affected;

14. Market Abuse

14.1 The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuses of Seychelles Securities Act 2007 as amended. This rule

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applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies;

14.2 If the Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behaviour as indicated above the Company reserves the rights to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under s.21.

15. Third Party Authorisation

15.1 The Client has the right to use a power of attorney to authorise a third person "Representative" to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The power of attorney should be provided to the Company accompanied by all identification documents of the representative and/or any other documentation requested by the Company. If there is no expiry date, the power of attorney will be considered valid until the written termination by the Client.

15.2 The Client further ratifies and accepts full responsibility and liability for all instructions given to the Company by the Representative (and for all transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other account held by any other person or body with the Company.

15.3 The Client agrees to further indemnify the Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of the Company acting on instructions of the Representative outside the scope of the Representative authority or the Representative's breach of any term of their appointment.

16. Introducing Brokers and Affiliates

16.1 The Client may have been recommended by an introducing broker or an affiliate based on a written agreement with the Company subject to the Applicable regulations.

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16.2 The Company may pay a fee/commission to introducing brokers and/or affiliates based on a written agreement. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to introducing brokers or affiliates.

16.3 The Company shall not be liable for any type of agreement that may exist between the Client and the introducing broker or affiliate or for any additional costs as a result of this Agreement.

16.4 The Client acknowledges that the introducing broker or affiliate is not a representative of the Company.

17. Privacy and Data Protection rules

17.1 The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, uses, disclose and protects the Client's personal information.

17.2 Purpose of data collection: The Company Collects Client's personal information in order to provide the Client with its products and services and to establish and manage the Client's account. By collecting Client's information, the Company will be able to monitor and improve the services it offers to its existing and potential clients.

17.3 The Company will collect and process the following personal information about the Client:

- Personal information provided during account opening procedure when the Client fills the application or other forms on the Company's website. The information may include the Client's name, address, contact details, financial information about your income and wealth, professional and employment details, trading history and other personal information.
- Information about the Client's use of this website and the Company's platform. This information may include site areas visited, pages viewed, frequency and duration of visits
- Subject to Applicable Regulations, the Company will monitor and record the Client's calls, emails, text messages and other communication for regulatory compliance, crime prevention and detection, to protect the security of communications systems and procedures, for quality control and staff training etc. The Company will also

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monitor activities on the Client' account where necessary for these reasons and this is justified by the Company's legitimate interests or legal obligations.

17.4 Usage of Information: The Company may use information for the following purposes (list not exhaustive):

- Provision of the Services under this Agreement
- For KYC and due diligence purposes i.e verification of identity
- For maintenance and management of the Client's account as well as administration of the services provided to the Client
- Communication with the Client when necessary or appropriate
- Compliance with legal and regulatory requirements

17.5 Share of Information: The Company may share Client's personal information with business partners and suppliers with whom the Company may have outsourced certain business functions or cooperating with. Personal data collected by the Company may be transferred or disclosed to third party contractors, subcontractors, for the purposes for which the Client has submitted the information i.e agreements with Service Providers.

17.6 It is the Company's policy to disclose information to third parties under the following circumstances:

- As required by Applicable Regulations, statute, rule, regulation or professional standard, search warrant or other legal process
- For regulatory compliance purposes
- When explicitly requested by the Client
- Or otherwise as set out in this section

17.7 In order for the Company to provide services to its Clients, the Company may be required to transfer the Client's personal information to parties located in countries which may not have an equivalent level of data protection laws as in the Seychelles. Where this is the case we will take reasonable steps to ensure the privacy of the information. The Client acknowledges and understands that by submitting its personal information to the Company agrees to the aforesaid transfer, storage and processing of the information.

17.8 If the Client wishes to withdraw its consent to the use of information, rectify a personal information or request the provision or deletion of information held by the Company related to itself, he may submit its request at the email address **compliance.sey@capital.com**.

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18. Force Majeure

18.1 In case of a force majeure event as listed below (list not exhaustive), the Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

- a. Government actions, war or hostilities, acts of terrorism, national emergency,
- b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;
- c. Labour disputes and lock-out which affect the operations of the Company;
- d. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organisations, decisions of governing bodies of organised trading platforms;
- e. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company and hacker attacks);
- f. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- g. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- h. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

18.2 If the Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time proceed with the following actions:

- a. increase Margin requirements without notice;
- b. decrease leverage;
- c. close out any or all open positions at such prices as the Company considers in good faith to be appropriate;
- d. refuse to accept orders from Clients;
- e. determine at its discretion the quotes and spreads that are executable through the Company's Trading Platform;

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- f. suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them;
- g. take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

19. Complaints Procedure

19.1 If the Client has any cause for complaint in relation to the services provided by the Company, he should file a complaint as per the Company's Complaint Handling policy which is available on the Company's website.

19.2 The Client may register a complaint by completing the Complaint Form using any of the following options:

- Email: **compliance.sey@capital.com**
- Postal Address: Capital Com Stock and CFD Investing Ltd
CT House, Office 5A
Providence, Mahe,
Seychelles

19.3 The Company's Complaints Handling Policy accompanied with the relevant complaint form which has to be filed by the Client in case he has a complaint with the Company is enclosed as Annex 2 in this Agreement.

20. Representations and Warranties

20.1 The Client represents and warrants to the Company the following:

- a. The Client is over 18 years' old;
- b. The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the client will ensure that this data is updated and accurate, and the documents are valid and authentic;
- c. The Client is duly authorised to enter into this Agreement and has the capacity;
- d. Any actions conducted by the Client under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

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- e. The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
- f. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- g. There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;
- h. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
- i. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- j. The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved;

The use of and access to the CAPITAL.COM Online Trading Platform may not be permitted or may be blocked in some jurisdictions. It is your responsibility to verify that you are permitted to use and access the CAPITAL.COM Online Trading Platform according to the jurisdiction of your domicile or any country in which you may be located. Should you try to access the CAPITAL.COM Online Trading Platform from a country other than your country of your domicile it is possible that access will not be permitted and you will be unable to access the CAPITAL.COM Online Trading Platform and therefore open any positions or close any existing positions.

The Company may, in its sole discretion, refuse to offer its Services to any person and change its eligibility criteria at any time.

21. Communication and Notices

- 21.1** Any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's email address at support@capital.com

22. Account Closing Procedure

- 22.1** 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 client should close all of his open

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positions. The Company can terminate this Agreement by giving seven (7) business days' written notice to the client, specifying the date of termination therein. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so. Upon termination of this Agreement, the Company shall be entitled to cease the access of the Client to the Trading Platform.

It is possible to terminate this agreement with immediate effect by mutual consent.

22.2 This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you and the procedure indicated in clause 21.1.

22.3 The Company is entitled to close all open positions and terminate this Agreement immediately without giving prior written notice in the following cases:

- The Client fails to comply with any obligation to make any payment when due under this Agreement;
- There are reasonable grounds to believe that the Client is in breach of this Agreement;
- The Client activity might be a violation of any Applicable Regulations;
- The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution of all or any part of the property, undertaking or assets of the Client;
- The Company believes that the Client engages in suspicious activity, including but not limited to any Abusive or Improper Trading or Prohibited Trading;
- The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

22.4 The Company may terminate this Agreement immediately without giving prior written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

- The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.

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- The Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

22.5 Following termination, the Company and the Client undertake to fulfil and complete all obligations derived from this Agreement and this Agreement shall continue to bind both parties in regards to the existing commitments or any contractual commitments which were intended to remain in force. The Company is entitled to deduct all amounts (i.e. outstanding fees, dealing expenses, charges and commissions) due to it before transferring any credit balances on any Account to the Client. If there are no amounts due to the Company by the Client, the Company shall immediately transfer to the Client the Client's funds in its possession, providing that the Company shall be entitled to keep such Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

22.6 The Company shall terminate the agreement with the client in case the Client does not behave in an appropriate manner towards the Company 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 Client's Agreement in these circumstances.

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

23. Cancellation Procedure

23.1 The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement provided that the Client has not been engaged or involved in any transaction with the Company. This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon you and the procedure indicated in clause 21 above applies.

24. Company Liability

24.1 Nothing in this Agreement excludes or limits the Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

24.2 The Company will not be liable to the Client for any loss which arises as a result of:

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- a. The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;
- b. The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
- c. Any abnormal market condition or force majeure event;
- d. any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Company's control.
- e. Any features, market data or third party content available on the Company's Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

24.3 Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

24.4 For the avoidance of doubt, the Company's third party providers are not responsible for and have not participated in the determination of the Company's prices and they exclude all warranties, undertakings or representations (either express or implied) relating to the Client's use of the Company's Platform or the Company's Website. Without limiting the foregoing, in no event whatsoever shall the Company's third party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

24.5 Save in the event of the Company's negligence, willful default or fraud, the Company will not be liable for any loss or damage caused by a hacker's attack, viruses or other technologically harmful material that may infect your computer equipment, computer

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programs, data or other proprietary material due to your use of the Company's Platform or Website or to the Client's downloading of any material posted on it, or on any website (including our Website) linked to it.

25. Severability

25.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any of the Applicable Regulations, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

26. Miscellaneous

26.1 The Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the parties and between any account(s) of the client (whether actual or contingent, present or future). The Company can off-set any owed amounts using any account the Client maintains with the Company to the extent permissible.

26.2 This Agreement may be amended from time to time and after the relevant changes are approved by the FSA the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Company's Website.

26.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

27. Governing Law and Jurisdiction

27.1 This Agreement is governed by the Laws of Seychelles.

27.2 The Competent Courts for all disputes and controversies arising out of or in connection with the Agreement shall be the Courts of Seychelles.

27.3 nothing in these Terms shall exclude or restrict any obligation which we have to you under the Applicable Laws and Regulations;

27.4 we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Laws and Regulations;

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- 27.5** all Applicable Laws and Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
- 27.6** such actions that we take or fail to take for the purpose of compliance with any Applicable Laws and Regulations shall not render us or any of our directors, officers, employees or agents liable.
- 27.7** If FSA, or any other regulatory body takes any action which affects a Transaction, then we may take any responsive action which we, in our reasonable discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such regulatory action. Any such action shall be reasonable and binding on you.
- 27.8** If FSA, or any other supervisory authority makes an enquiry in respect of any of your Transactions, you agree to fully cooperate with us and to promptly supply information requested in connection with the enquiry.

28. Common Reporting Standard (the “CRS”)

Under CRS Regulation, we are obliged to collect certain information about the Financial Account Holder for the purposes of reporting. We have the right to provide such information to the local tax authorities and they may exchange this information with tax authorities of other jurisdiction(s) pursuant to intergovernmental agreements regarding the exchange of financial information.

If the Financial Account Holder's tax residence is located outside the country, where the Financial Institution (FI) maintaining the account is located, the Company may be legally obliged to pass on financial information provided with respect to your account to the local tax authorities and they may exchange this information with tax authorities of another jurisdiction/s pursuant to intergovernmental agreements to exchange financial account information.

By accepting these Terms you authorise us to provide directly or indirectly to any relevant tax authorities or any party authorised to audit or conduct similar control of the Company for tax purposes information obtained from you or otherwise in connection with the Terms and the transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to you account.

29. Financial Account Tax Compliance Act (FATCA)

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In cases where the Client is considered as a US reportable person as defined under this Agreement then we are obliged to collect certain information for the purposes of ensuring compliance with FATCA reporting requirements. The Client acknowledges and accepts that the Company is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA. The Company does not accept US reportable persons.

We are required by the Applicable Laws and Regulations (including without limitation, FATCA) to confirm and to verify the identity of each Client who registers in our system and opens an Account with us. Therefore, you will be prompted to provide us with information when you register with us, including:

- (1) your name,
- (2) your address,
- (3) your date of birth,
- (4) your phone number and any other personally identifiable information that we may ask for from time to time such as a copy of your passport and/or Identity Card a proof of addresses or other identifying documents or information, and the countries of which you are a tax resident, and confirm whether you are a US citizen or your place of birth is in the United States of America or any other proof of your current location or domicile. You shall notify CAPITAL.COM in writing within 30 days of any material change in the information previously provided to us.

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Annex 1- Conflicts of Interest Policy

Introduction

The purpose of this Conflicts of Interest Policy ("the Policy") is to outline a suitable approach and response to the identification and management of conflicts of interest. Capital Com Stock and CFD Investing Ltd (the "**Company**") will take all reasonable steps to identify conflicts of interest between itself, including its managers, employees or any person directly or indirectly linked to the Company by control and its clients or between one client and another that arise in the course of providing any investment services.

The Company maintains and operates effective organisational and administrative arrangements to prevent and manage conflicts of interest that may arise during the provision of any investment services, from adversely affecting the interests of its clients. In case where, the aforementioned arrangements are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the clients will be prevented, the Company shall clearly proceed with the disclosure of such conflict. The said disclosure shall be done in a durable medium indicating the general nature and source of conflicts of interest, the risks to the client with sufficient details so as to allow the client to take an informed decision with regards to its investment as well as the steps taken to mitigate such risks.

The Company has the right to amend the current Policy at its discretion and at any time it considers it suitable and appropriate. The Company shall review and amend the current policy at least on an annual basis to take account of changes to operations or practices and, further, to make sure it remains appropriate to any changes in law, technology and the general business environment.

Identification of potential conflicts of interest

To adequately manage conflicts of interest, the Company shall identify all relevant conflicts timeously. The Company will employ different mechanisms to ensure that all conflicts are identified.

The Company shall identify all conflicts of interest, their severity and document controls to mitigate the conflicts. It is not possible to list all situations which could constitute a conflict. The facts of each situation will determine whether the interest in question is such as to bring it within the area of potential conflict.

All employees, including management, will be responsible for identifying specific instances of conflict and required to notify the Compliance function of any conflicts they become aware of. The Compliance Officer (CO) will assess the implications of the conflict and how the conflict should be

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managed in conjunction with the board. In the case where a specific incident to be reported concerns the CO, the notification shall be made to the Company's Representative Officer.

For the purposes of identifying the types of conflicts of interest that arise in the course of providing investment services and whose existence may damage the interests of a client, the Company takes into account, by way of minimum criteria, the question of whether the Company or a relevant person, or a person directly or indirectly linked by control to the Company, is in any of the following situations, whether as a result of providing investment services or activities:

- The Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- The Company or a relevant person has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- The Company or a relevant person has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- The Company or a relevant person carries on the same business as the client;
- The Company or a relevant person receives or will receive from a person other than the client, an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service;

For the purpose of this Policy, a "relevant person", in relation to the Company means any of the following:

- a director, partner or equivalent, manager, or tied agent of the Company;
- a director, partner or equivalent, or manager of any tied agent of the Company;
- an employee of the Company or of a tied agent of the Company, as well as any other natural person whose services are placed at the disposal and under the control of the Company or a tied agent of the Company and who is involved in the provision by the Company of investment services and activities;
- a natural person who is directly involved in the provision of services to the Company or tied agent under an outsourcing arrangement for the purpose of the provision by the Company of investment services and activities.

Managing conflicts of interest

The Company has established suitable and adequate internal procedures for minimising any potential conflicts of interest. The Company maintains a compliance department that is an independent unit within the Company. Among the duties of the Compliance Officer is to monitor any possible deviation from the Company's internal policies and procedures as well as identifying and managing any possible conflicts of interest. Once a conflict has been identified it needs to be appropriately and adequately managed. The Compliance function will assess each conflict and

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determine if the conflict is actual or perceived and what the value of the conflict or exposure is and the potential reputational risk. Compliance will then decide whether it is viable to go ahead with the transaction or if the conflict is too severe. If Compliance decides that the particular conflict can be mitigated, then controls to manage the conflict should be put in place and documented.

The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively.

The Company and its employees should act as per the principle of placing clients' interests before self-interests and Company's interests in order to avoid conflicts of interest in the fulfilment of professional activities on the securities market. To ensure client's fair treatment, the Company will introduce the following procedures:

- The Company shall avoid any conflict of interest with clients and, where such a conflict unavoidably arises, ensure fair treatment to the client by complete disclosure or by declining to act.
- Employees are also prohibited to keep investor accounts in other Brokers without Company's prior authorization and are obliged to bring this to Company's attention. They are also obliged to authorise the Company to directly request transaction reports from the other Brokers.
- If the Company has a material interest in a transaction to be entered into with or for a client, or a relationship which gives rise to a conflict of interest in relation to the transaction, the Company shall not knowingly either advise, or deal in the exercise of discretion, in relation to that transaction. The only exception is when the Company has fairly disclosed that material interest or relationship, as the case may be, to the client or the client has taken reasonable steps to ensure that neither the material interest nor relationship adversely affect the interests of the client.
- There is a clear distinction between the different departments' operations as these are described in the Company's IOM.
- The Company shall be informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other procedures enabling the Company to identify such transactions. In the case of outsourcing arrangements, the Company shall ensure that the Company to which the activity is outsourced maintains a record of personal transactions entered into by any relevant person and provides that information to the Company promptly on request.
- A person shall be replaced by another person in his/her duties only prior consent of the Compliance Officer and approval by the Representative Officer. Such a consent will be given by the Compliance Officer after all issues of possible conflict of interest have been reviewed.

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- The security features of the Company's software prevents unauthorized access to sensitive information in order to benefit the Company over its clients or one client over another.
- The Company's employees are prohibited from investing in securities for which they have access to non-public or confidential information.
- Transactions by the Company's employees are neither performed nor executed by themselves, but by another member of staff of the Company concerning account opened with the Company.
- A record shall be kept of the personal transaction notified to the Company or identified by it, including any authorization or prohibition in connection with such a transaction.
- The Company must take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients.
- No employee shall either knowingly or recklessly make a statement, promise or forecast that is misleading, false or deceptive to any customer or conceal material facts at any time.

More specifically, the Company states some of the policies and procedures that it has implemented for managing possible conflicts of interest below:

- Effective procedures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment services or activities.
- The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company.
- Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment services or activities where such involvement may impair the proper management of the conflicts of interest.
- The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities.
- Measures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients.

The procedures followed and measures adopted in the Policy include the following, as are necessary and appropriate for the Company to ensure the requisite degree of independence:

- No relevant person may purchase or sell a security or cause the purchase or sale of a security for any account while in possession of inside information relating to that security.
- No relevant person may recommend or solicit the purchase or sale of any security while in possession of inside information relating to that security.

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- No relevant person may purchase or sell or cause the purchase or sale of a security for an employee or employee-related account or a proprietary account of the Company or an account over which an employee exercises investment discretion, while in possession of proprietary information concerning a contemplated block transaction in the security or for a customer account when such customer has been provided such information by any relevant person.
- Procedures set for regular review and monitoring of the execution arrangements with the execution venue, hedging/ liquidity or price providers as well as on a continuous basis.
- Procedures in regards to the monitoring of access to electronic data.
- Relevant persons engaged in research activities should not discuss unreleased information, opinions, recommendations, or research analysis in progress with Company associated persons engaged in sales activities, or any person within or outside the Company who does not have a valid business need to know the information.
- Establishment of an ongoing monitoring program based on which regular checks are conducted for the assessment of the Company's procedures, policies and internal controls.
- The Company may distribute marketing communication to its clients, only if the said communication is reviewed and approved by the Compliance Officer prior to distribution. The Compliance Officer also ensures that such communication has the appropriate disclosure statement as well as meeting the relevant definition of marketing communication.
- The four-eye principle is implemented to avoid any abuse of position.
- In order to minimise the relevant person's own transactions, personal account dealing restrictions are in place.

The Company is committed to having an effective and appropriate compliance culture to enable it to deal with any new potential conflicts of interest which may arise in the future. The Company's employees are therefore required to monitor any new circumstances giving rise to potential conflicts of interest and to implement appropriate measures to address these.

For the purpose of this Policy, a "personal transaction" is considered a trade in a financial instrument effected by or on behalf of a relevant person, where at least one of the following criteria are met:

- the relevant person is acting outside the scope of the activities he carries out in his professional capacity;
- the trade is carried out for the account of any of the following persons:
 - o the relevant person;
 - o any person with whom he has a family relationship, or with whom he has close links;
 - o a person in respect of whom the relevant person has a direct or indirect material interest in the outcome of the trade, other than obtaining a fee or commission for the execution of the trade.

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Segregation of Company's assets from clients' assets

The Company shall maintain separate accounting records between its own assets and those of its clients to facilitate the protection of clients' assets and the prevention of the use of customer assets by the Company or by other third parties so as to minimise the risk of the loss or diminution of client assets, or of rights in connection with those assets, as a result of misuse of the assets, fraud, poor administration, inadequate record-keeping or negligence. In addition, the Company has legally secure segregation of clients' assets from the Company's assets in case the Company becomes bankrupt. For this purpose, the Company maintains separate books and accounting records for each client.

Forbidden Business Practices

The Company shall prohibit those business practices which in the regular course of events might give rise to conflicts of interest. The following business practices shall indicatively be forbidden:

- The provision to clients of investment services for the purpose of influencing the price of financial instruments for the benefit of the Company or for the benefit of any relevant persons, or of Company's clients in general, especially with regard to transactions that the Company or relevant persons intend to carry out prior to or after the provision of the service.
- The use by the Company or by its relevant persons of information regarding client transactions, for the benefit of the Company, and the disclosure of such information to third parties.
- Dealing by the Company itself or by any relevant persons in financial instruments in respect of which the Company has drawn analysis reports or has made research findings prior to the publication of the respective reports and findings.
- The preferential treatment of relevant persons to the detriment of its clients in the course of the provision to them of investment services.
- The carrying out of transactions by relevant persons for their own account or for the account of persons related with them on the basis of confidential information that the above persons have obtained in the course of their employment with the Company.

All employees must be aware of the above forbidden business practices, and shall have the responsibility of informing the COMPLIANCE OFFICER immediately in case they monitor any violation of the above provisions.

Should you have any questions in relation to the Company's Conflicts of Interest Policy, please contact the Compliance department of the Company.

Disclosure of conflicts of interest

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In case where, the organisational and administrative arrangements established by the Company to prevent or manage a conflict are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of the clients will be prevented, the Company shall clearly proceed with the disclosure of such conflict.

Prior carrying out a transaction or providing an investment service to a client, the Company should disclose any actual or potential conflict of interest to the client provided that the measures taken by the Company are not sufficient to ensure that the risks of damage to the interests of the client will be avoided.

The above disclosure shall include sufficient detail, taking into account the nature of the client, source of conflicts of interest, the risks to the client to enable him to take an informed decision with respect to the investment service in the context of which the conflict of interest arises. The Company reserves the right not to proceed with the transaction or matter giving rise to the conflict if such disclosure is not sufficient to manage a conflict.

The Management and employees of the Company should disclose the following information to the Compliance Officer:

- Opening and closing personal accounts at any other Broker for own investments purposes
- All personal transactions performed. Notification should be provided within 24 hours
- Securities held by the employee
- Transactions executed by the Company in which the employee may have an interest or a conflict

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Annex 2 - Complaints Handling Policy

Complaint handling policy

Capital Com Stock and CFD Investing Ltd (hereinafter the “Company”) aims to provide superior services to all of its Clients.

The Company has appointed a Compliance Officer to efficiently handle any complaints from the Clients. This is to allow the Company to resolve and apply mandatory measures to avoid any recurring issues.

Definition

The Company classifies a complaint as any objection and/or dissatisfaction that the Client may have with regards to the provision of the services provided by the Company. A complaint form is enclosed at the end of this Policy.

Procedure

The Compliance Officer shall be responsible for handling Client complaints, except in the case where the complaint involves the Compliance Officer, whereby the complaint shall be handled by the Representative Officer.

The Client may register a complaint by completing the complaint form, using any of the following options:

- Email: compliance.sey@capital.com
- Postal Address: Capital Com Stock and CFD Investing Ltd
CT House, Office 5A
Providence, Mahe
Seychelles

1. When the Compliance Officer receives the Client's complaint then a written acknowledgement will be sent to the Client within 7 business days;
2. The Company will attempt a final response within 30 business days, however in case we are still not in a position to resolve the issue then the Compliance Officer will notify you in writing stating the reasons for the delay and indicate an estimated time to resolve the issue;
3. A final response should be provided to the Client within 60 business days the latest from the date he submitted his complaint;

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4. In the case where the complainant is still not satisfied with the Company's final response, then the complainant can refer his complaint with a copy of the Company's final response to the Financial Services Authority (FSA) in Seychelles for further examination.

The contact details for the Financial Services Authority (FSA) in Seychelles are set out below:

Address: PO Box 991
Bois de Rose Avenue
Roche Caiman Victoria, Mahe, Republic of Seychelles

Phone: (+248) 438 08 00

Fax: (+248) 438 08 88

Email: complaints@fsaseychelles.sc

Website: <http://fsaseychelles.sc/index.php/contact-us>

Client Records

The Client should provide all relevant documentation as well as any additional information requested by the Compliance Officer in order to ensure all records are collected and the complaint is properly resolved on time.

All records will be kept safe as per local requirements and for a period of seven (7) years.

[The complaint form can be found in the next page]

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Holding response provided to Client:	<input type="checkbox"/> Yes - <input type="checkbox"/> No - <input type="checkbox"/> N/A
Signature of Compliance Officer:	Date:

Annex 3 - Swap-Free Account Terms and Conditions

1. These Swap-Free Account Terms and Conditions (hereinafter referred to as the Terms) are a supplementary and integral part of the Agreement with clients on conducting operations involving non-deliverable over-the-counter (OTC) financial instruments (CFDs Transactions) concluded between Company and the Client, and they govern the terms and conditions of using a Swap-Free account.

These Terms supplement and modify the Agreement. The provisions of these Terms supersede the provisions of the Agreement only to the extent that the provisions of these Terms and the Agreement expressly conflict. Nothing in these Terms should be interpreted as invalidating the Agreement, the provisions of which will continue to govern the relationship between the Parties insofar as they do not expressly conflict with these Terms. In case of a contradiction between these Terms and the Agreement, the Terms shall prevail. For these Terms, definitions and expressions shall have the meanings given to them as defined in the Agreement, unless the context otherwise requires.

2. By applying for a Swap-Free account, the Client explicitly expresses his/her approval and acceptance of these Terms.

3. A Swap-Free account is designed and offered by the Company to its Clients who can not use a regular account owing to their religion, faith, or beliefs.

4. A Swap-Free account is an account with the following special conditions being applied:

4.1. No overnight commission (also known as “swap”) is applied. If the Client holds a position open overnight, the overnight commission is not deducted from or added to the Client’s deposit;

4.2. The spread size in a Swap-Free account may differ from the spread size in a regular account.

5. The Client can have only one type of account: a regular account or a Swap-Free account. For existing Clients, it is necessary to close the existing regular account before opening a Swap-Free account. Before closure of a regular account, the Client should make sure that a Swap-Free account is available for him/her by contacting the Company via any appropriate means of communication.

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6. Pursuant to Section 3 of these Terms, the Company reserves the right to require an adequate justification for and/or proof of the necessity or need of opening a Swap-Free account, including provision of proof of faith.

7. A Swap-Free account may be subject to restriction in respect to the Client's place of birth, nationality and/or country of residence as well as to other restrictions, which may be imposed by the Company from time to time, at its sole discretion.

8. A Swap-Free account is subject to regular comprehensive checks and monitoring to detect any improper/abusive activities prohibited by these Terms or by the Agreement.

9. It is strictly prohibited to apply for a Swap-Free account and/or use such an account if the primary reason for this is taking advantage of not paying overnight commission inherent in a regular account. Should the Company determine, at its sole discretion and in good faith, the violation of this rule, the Company shall be entitled to:

(i) suspend or block the account (suspend and/or terminate the provision of the Services under the Agreement);

(ii) terminate the Agreement (unilaterally and extrajudicially refuse to perform the Agreement);

(iii) take any other measure(s), provided in Section 9.3 and/or other sections of the Agreement for the Client's violation of the terms of the Agreement. In addition, should the Company determine, at its sole discretion and in good faith, that a Swap-Free account is used in bad faith, the Company shall be entitled to apply retrospectively all the overnight commissions that were previously omitted.

10. The Company reserves the right to close a Swap-Free account and/or refuse to open such an account at any time, at its sole discretion, with or without reason, without being obliged to provide any explanation or justification.

Version 2, August 2022