Capital Com SV Investments Limited

(the **"Company"**)

capital.com

TERMS and CONDITIONS

(NON-US RESIDENTS ONLY)

Version 21, July 2026

PART 1. INTRODUCTION

1.1 These Terms and Conditions (the "Terms") are offered to our Clients ("you", "yourself", "customer", "client" as appropriate) by Capital Com SV Investments Limited ("we", "us", "Capital.com", "Company", as appropriate), a company incorporated in the Republic of Cyprus with registration number HE 354252, authorised (license number 319/17) and regulated as a Cypriot Investment Firm (hereafter the "CIF") by the Cyprus Securities and Exchange Commission (hereafter "CySEC" or the "Commission", as appropriate), with its registered office at Vasileiou Makedonos 8, Kinnis Business Center, 2nd floor, 3040, Limassol, Cyprus.

Please find below the contact details of the CySEC:
Office Address: 19 Diagorou Str. CY-1097 Nicosia, Cyprus
Postal Address: P.O BOX 24996, 1306 Nicosia, Cyprus
Telephone Number: +357 22506600
Fax Number: +357 22506700

The Company shall provide investment services (hereafter the "Services") under the Terms. Please refer to Clause 3.4 for the services offered by the Company, which can also be found on the CySEC website here. The Terms govern the relationship between you and the Company. The Terms may be amended from time to time. In case of any material changes, the Client will receive a proper notification.

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

By opening an Account with us, the Client confirms that he/she has read, understood and accepted all information published on the Company's website.

The Client Agreement shall come into effect on the date on which the Client has been notified that their account has been verified upon successful completion of all applicable anti-money laundering (AML), Know Your Customer (KYC) and Account opening procedures. It is understood that prior to that, the Client will not be eligible for the Services offered under these Terms, while they will be bound by the accepted Terms.

If you are a visitor of our Website, our [Privacy Policy]and [Cookies Policy] shall apply to you. You agree that if you are a visitor you will not be able to place orders on the Capital.com Online Trading Platform, until you have applied to become our Client and provided that we accept you as our Client. The Terms set out the basis on which we will enter into Transactions with you and govern each and every Transaction entered into or outstanding between you and us on or after the Terms come into effect.

1.2. Our Electronic Services involve trading Contracts for Difference ("CFDs") and carry a high level of risk that can result in you losing all of your invested capital. Our CFD trading is not suitable for everyone. An explanation of some of the risks associated with our CFD trading is set out in the [Risk Disclosure Statement] and you should ensure that you fully understand such risks before entering into any Transactions with us. For more information, please refer to Part 19 below.

We may offer you trading with CFDs where cryptocurrencies are the underlying assets. Such products may have even higher risks than other CFDs. Please refer to Part 19 for more information about the risks associated with CFDs over cryptocurrencies.

Our Electronic Services may involve trading the Knock-out Options ("KOs"). For more details, please refer to Appendix A "Knock-out Options" to these Terms.

1.3. If you are accepted as our Client, these Terms together with the provisions of the Risk Disclosure Statement, the Order Execution Policy, the Privacy Policy, Key Information Documents, the Conflicts of Interest Policy, the Complaints Handling Policy, the Client Categorisation Policy, the Investor Compensation Fund Policy, Cookies Policy and the Leverage and Margin Policy (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 ("Agreement") between us, as well as include important information which, as a Cyprus Investment Firm, we are required to provide to our Clients under the Applicable Laws and Regulations. You should read carefully all of these terms and any other documents that we have supplied or will supply in the future to you. If there is any conflict between these

Terms and the Policies, the provisions of these Terms will prevail.

1.4. These Terms supersede any previous agreement between you and us on the same subject matter and shall take effect when you indicate your acceptance via our Website or mobile app. These Terms shall apply to all Transactions contemplated under these Terms.

1.5. Nothing in these Terms will exclude or restrict any duty or liability owed by us to you under the Applicable Laws and Regulations and, if there is any conflict between these Terms and the Applicable Laws and Regulations, the Applicable Laws and Regulations will prevail.

1.6. These are our standard Terms which we intend to rely on to govern our relationship with you. For your own benefit and protection, you should read the Terms carefully before agreeing to them. If you do not understand any point in any of the documents making up the Terms, please ask for further information at the Contact Us page on our Website. This page is also available through our mobile app.

1.7. The business relationship shall commence once we notify you that you have been verified upon successful completion of all applicable AML, KYC and Account opening procedures. It is understood that prior to that, you will not be eligible for the Services offered under these Terms, while you will be bound by the accepted Terms.

It shall be noted that no payment or fee is charged by us for the execution and commencement of the present Terms.

By accepting these Terms you confirm that you are at least 18 years of age or the legal age of majority in your jurisdiction, whichever is higher. If you are under the age of 18 or not legally permitted to enter into binding contracts, you should not attempt to register or use our Services.

1.8. Where these Terms have not been terminated, they will continue to be in effect until their termination by either party, in accordance with the provisions contained herein.

1.9. These Terms constitute a distance contract, and are amongst others, governed by the Distance Marketing of Consumer Financial Services Law of 2004, L.242(I)/2004, which implements the EU Directive 2002/65/EC, and does not require these Terms to be physically signed by either party to be legally binding.

1.10. In accordance with the Applicable Laws and Regulations, you may request to receive a hard copy of these Terms at your registered address, at any time.

PART 2. DEFINITIONS

2.1. In these Terms:

Account means the personal trading account you hold with us and designated with a particular account number used for the purposes of trading with one or several products, including CFDs, and Knock-out Options, offered from time to time on any Online Trading Platform used by the Company.

You are permitted to have additional trading Accounts (up to 10 trading Accounts in total) denominated in the Base Currencies, under a single user profile allowed for each Client on the Online Trading Platform.

Applicable Laws and Regulations means:

a. CySEC's regulatory framework including Legislation, Directives, Circulars or other regulations issued by CySEC and govern the operations of Cyprus Investment Firms.
b. all other applicable laws, rules and regulations as in force from time to time.

Affiliate means a person or entity that received a confirmation from the Company, at the Company's sole discretion, that (i) it has successfully completed the Affiliate Application, (ii) it is included in the Affiliate Program, and (iii) it has received a particular Tracker ID linked to the Site(s).

Agreement means these Terms (including all its appendices, annexes, attachments, schedules and exhibits and amendments, as the same be in force from time to time and modified or amended from time to time), which, together with the Policies, constitute a legally bound contract between us.

Anti - Money Laundering and Terrorist Financing Law means collectively the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the

European Parliament and of the Council and Commission Directive 2006/70/EC and CySEC's Law regarding The Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2021, as the same may be in force from time to time and modified or amended from time to time.

Associate means an undertaking within our group, or 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 the United Kingdom (the GBP), or the official currency of the Republic of Poland (the PLN) or any other currency that may designated by the Company as a Base Currency from time to time.

Business Day means a day which is not a Saturday, or a Sunday, or a public holiday in Cyprus, or any other holiday to be announced by the Company on its Website.

CAPITAL.COM Trading Desk means the trading desk operated by us at the Company's premises.

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

CIF means a Cyprus Investment Firm as described in Law L.(I)/2017.

CIF Authorisation means the licence the Company has obtained from CySEC, as this may be amended from time to time and which sets out investment and ancillary services the Company is authorised to provide.

Client Funds Rules means the rules specified in paragraph 17(9) of the Law and any Directives and Circulars issued pursuant to that paragraph, as amended from time to time.

Client means a Retail Client or a

Professional Client and/or an Eligible Counterparty, acting as the counterparty of the Company, and having agreed to these Terms with the Company. The business relationship between a Client with the Company, including eligibility to use our Services, shall commence upon the notification from the Company confirming their verification and successful completion of the required procedures.

Where the Client is a natural person, they must be at least 18 years of age and possess the legal capacity to enter into binding agreements under the laws of their jurisdiction of residence.

Company's Website means the following https://capital.com/en-eu.

Contract for Differences or **CFD** means the financial instrument specified in paragraph (9) of Part III of First Appendix of the Law.

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

CySEC Rules means the Law L.87(I)/2017, Investment Services and Activities and Regulated Markets Law of 2017 as the same may be in force from time to time and modified or amended from time to time, the Directives, Circulars and all other regulations issued pursuant to this Law and all relevant guidance notes, administrative notices, newsletters and rules published by CySEC.

Deposit means the funds deposited and/or transferred by our clients into their Account with us.

Electronic Services means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service.

EMIR (**European Market Infrastructure Regulation**) means the Regulation (EU) 648/2012 of the European Parliament and of the Council on the OTC derivatives, central counterparties and trade repositories dated 4th of July 2012.

Event of Default means any of the events of default listed in Part 14 ("Events of Default").

Execution means the completion of a Client Order on the

Capital.com Online Trading Platform,.

FATCA means the US Foreign Account Tax Compliance Act. It generally requires that foreign Financial Institutions and certain other non-financial foreign entities to report on the foreign assets held by their U.S. account holders.

The **Law** means the Investment Services and Activities and Regulated Markets Law of 2017 which directs the provision of investment services, the exercise of investment activities, the operation of regulated markets and other related matters in Cyprus under L. 87(I)/2017 of 2017, as the same may be in force from time to time and modified or amended from time to time.

MiFID II means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the Markets in Financial Instruments Directive (2014/65/EU), as the same may be in force from time to time and modified or amended from time to time).

MiFIR (Markets in Financial Instruments Regulation) means the Regulation (EU) No 600/2014 of the European Parliament and of the Council of the 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012.

Market Abuse is an umbrella term used for unlawful practices where a trader or investor has an unfair advantage over others. This is governed by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC as may this be amended from time to time.

Metaquotes Trading Platform(s) means trading platform(s) that is/are supplied by MetaQuotes Ltd., and which is/are offered by the Company under a licensing agreement. Additional terms and conditions may apply between you and MetaQuotes Ltd. regarding the use of their trading platform(s). These terms and conditions, where applicable, will appear in the MetaQuotes Trading Platform(s).

Order means the

request/instruction given by the Client to the Company to open or close a position in the Clients Account.

Over-the-counter or **OTC** means and refers to Transactions conducted otherwise than on a formal exchange (i.e. off-exchange).

Personal Data Protection Legislation means Directive 95/46/EC of the European Parliament and of the Council of 24th of October 1995 on the protection of individuals with regards to the processing of Personal Data and on the free movement of such data as implemented in Cyprus Law 138(I)2001 on the Processing of Personal Data (Protection of individuals), as in force, or the General Data Protection Regulation (679/2016) as may this be amended from time to time.

Politically Exposed Person or PEP means a natural person who is or has been entrusted with prominent public functions, as well as immediate family members and close associates of such a person. A person who no longer holds a prominent public function is still considered a politically exposed person for the additional period of 12 months.

The prominent public functions under CySEC include:

- heads of State, heads of government, ministers and deputy or assistant ministers;
- members of parliament or of similar legislative bodies;
- members of the governing bodies of political parties;
- members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- members of courts of auditors or of the boards of central banks;
- ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- members of the administrative, management or supervisory bodies of State-owned enterprises;
- directors, deputy directors and members of the board or equivalent function of an international organisation; and
- mayor.

The «close relatives of a politically exposed person» includes the following:
(a) the spouse, or a person

considered to be equivalent to a spouse, of a politically exposed person;
(b) the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
(c) the parents of a politically exposed person;

The «persons known to be close associates of a politically exposed person» means natural person:
(a) who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;
(b) who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

Packaged retail and insurance-based investment products or PRIIPs mean Regulation (EU) No 1286/2014 of the European Parliament and the Council of 26 November 2014 on Key Information Documents for packaged retail and insurance-based investment products.

Secured Obligations means the net obligation owed by you to us after the application of set-off under Part 11 (Margining Arrangements) in Clause 11.5 entitled Set-off on Default.

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.

Services means the investment services which will be provided by the Company to the Clients and are governed by this Agreement as those described in this Agreement.

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

Terms means these present Terms and Conditions.

TIN (including functional equivalent) means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Further details of acceptable TINs can be found at the following link:http://www.oecd.org/tax/transparency/automaticexchangeofinformati on.htm

Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a functional equivalent). Examples of that type of number include, for individuals, a social security / insurance number, personal identification / service code and resident registration number.

Transaction means any transaction on CFDs or Knock-out Options across a range of underlying asset classes, including, but not limited to, equity, commodities and indices, carried out subject to these Terms and for which we are authorised under our Cyprus Investment Firm (CIF) license.

Trading on Trading Venue (ToTV) means a regulated market, a multilateral trading facility (MTF) or an organised trading facility (OTF), as defined under MiFID II.

US Reportable Persons means as per FATCA:

a. a US citizen (including dual citizen);

b. a US resident alien for tax purposes;

c. a domestic partnership;

d. a domestic corporation;

e. any estate other than a foreign estate;

f. any trust, if:

i. a court within the United States is able to exercise primary supervision over the administration of the trust;

ii. one or more United States persons have the authority to control all substantial decisions of the trust;

iii. any other person that is not a foreign person.

PART 3. GENERAL

3.1. Information about Us

3.1.1. Our registered office is at Vasileiou Makedonos 8, Kinnis Business Center, 2nd floor, 3040, Limassol, Cyprus. Our contact details are set out in Part 20 (“Miscellaneous”) of the Terms under section 20.2 Notices.

3.1.2. Capital.com is a market maker for CFDs and Knock-out Options. The Company owns and operates the website https://capital.com/en-eu (the “Website”), and the Capital.com Online Trading Platform, which enable the provision of the Electronic Services to its Clients.

3.1.3. The Company shall provide the Services strictly under the Terms. These Terms may be amended from time to time after a proper notification has been given to the counterparty (hereafter the “Client”) via the mobile app and displayed on the Website of the Company. The Client thus undertakes that all information published on the Company’s official Website has been read, understood and unconditionally accepted.

3.1.4.

3.2. Language

These Terms are supplied to you in English and we will continue to communicate with you in English for the duration of our business relationship with you. By accepting these Terms you consent and confirm that our official language is English. We reserve the right to communicate with you in other languages in addition to English. The provision of any information, including marketing material and/or any other communication, in a language other than our official language, is provided solely for the purpose of your convenience and the legally binding version shall be the English language version of any such communication. Thus, in the event of a dispute, the English version shall prevail.

3.3. Communication with Us

3.3.1. You may communicate with us by e-mail or through the “Contact Us” section of our Website or the mobile app. Our contact details are set out in Part 20 (“Miscellaneous”) of the Terms under the heading Part 20.2 (“Notices”).

3.3.2. Our Website and mobile app contain further details about us and our Electronic Services, and other information relevant to these

Terms. In the event of any conflict between these Terms and our Website or mobile app these Terms will prevail.

3.3.3. By accepting and agreeing to these Terms, the Client specifically chooses to receive all pre-contractual, contractual and ongoing regulatory information, including any Key Information Document (Clause 3.12), by means of the Company's website, or mobile app, or Client email, rather than on paper, given the exclusively online nature of the service. Prior to accepting these Terms, the Client will be notified of the specific section of the Website where all relevant documentation may be accessed, viewed and downloaded. The Client's provision of an email address to the Company constitutes evidence of the Client's regular access to the internet and confirms that the provision of information by the abovementioned online means is appropriate in the context of the business relationship. The Company will ensure that all documentation is kept up to date and remains continuously accessible on the Website for as long as the Client may reasonably need to consult it. The Company does not provide documentation or communications in paper form; the Client acknowledges that the service is designed and operated exclusively online, and that should the Client wish to receive documentation on paper, this would be incompatible with the nature of the service. Notwithstanding the foregoing, the Client retains the statutory right to request a paper copy of any Key Information Document free of charge by contacting the Company at support@capital.com.

3.4. Provision of Services

The Company is authorised to provide the following Investment Services under its CIF authorisation:

a. Reception and transmission of orders in relation to one or more financial instruments;
b. Execution of orders on behalf of clients; and
c. Dealing on Own Account.

In addition, the Company may provide the following ancillary services in accordance with its CIF authorisation:

a. Safekeeping and administration of financial instruments, including custodianship and related services;

b. Granting credit or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction; and
c. Foreign exchange services where these are connected to the provision of investment services.

3.5 Client Categorisation

3.5.1. As per the provisions of MiFID II, the Company will deal with the Client according to the type of their categorisation.

3.5.2. Based on the Client categorization, the Client will be treated either as a Retail Client, Professional Client or Eligible Counterparty in accordance with the information provided during the Account opening procedure.

3.5.3. MiFID II establishes certain criteria which the Company shall follow when carrying out the classification and communicating the outcome to clients and which it has incorporated into its Client Categorisation Policy established for this purpose.

3.5.4. The Company will notify its clients, and existing clients for their categorisation as a Retail Client, Professional Client or an Eligible Counterparty. For more information please see our Client Categorisation Policy.

3.5.5. The Company recognises that Clients should be in general allowed to request to be placed into a different category other than Retail Client.

3.5.6. You shall inform the Company in the event that your personal information has changed.

3.5.7. In the event that you wish to be re-categorised, you must inform the Company in writing, clearly stating such a wish, as per the provisions of the Client Categorisation Policy. The final decision of the change in categorisation however lies in the absolute discretion of the Company.

3.5.8. Your protection as a Retail Client under the CySEC Law and other Applicable Regulations includes, but is not limited to:

a. our obligation to provide appropriate information to you before providing the Electronic Services;
b. the restriction on the payment or receipt by us of any inducements;

c. our obligation to ensure that all information we provide to you is fair, clear and not misleading;

d. the requirement that you receive from us adequate reports on the Electronic Services provided to you;

e. A Retail Client will be given more information/disclosures with regards to the Company, its services and any investments, its costs, commissions, fees and charges and the safeguarding of clients' funds and financial instruments. Clients who are classified as Professional Clients or Eligible Counterparties will be provided with the relevant requirements to the extent agreed between the Company and the respective Clients.

f. Capital.com will request the Client to provide information regarding his/her knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded so as to enable the Company to assess whether the Client is appropriate for the investment service or product envisaged. In case the Company considers, on the basis of the information received, that the Client is not appropriate for product or service, the Company will alert the Client accordingly;

g. When executing orders, Capital.com will take all sufficient steps to achieve what is called "best execution" of the Client's Orders, that is to obtain the best possible result for their Client as defined in the Company's Order Execution Policy. The Order Execution Policy is provided on our Website, or by e-mail on request. Unless you notify us to the contrary, you will be deemed to consent to our Order Execution Policy when these Terms come into effect. If you do not consent, we reserve the right to refuse to provide our Electronic Services to you;

h. Capital.com will inform its Clients of material difficulties relevant to the proper carrying out of their Order(s) as soon as it is reasonably possible upon becoming aware of such difficulties;

i. Capital.com will provide Clients with full and explicit information on the execution of the relevant Client orders;

j. Capital.com will make adequate arrangements for financial instruments held on behalf of a Client to prevent their use by the Company for its own account by depositing them with a third party in manner that would make them identifiable from the Company's financial instruments held with that third party (if any) and identifiable from the financial instruments held by that third party as well;

k. Capital.com will make adequate arrangements for margin close-out Protection. The standardised margin close-out rule has been set at 50% of the total initial margin. The threshold has been set out in ESMA's mitigation measures to ensure an adequate standardised minimum level of protection for retail investors;

l. Clients may be entitled to compensation under the Investor Compensation Fund for Clients of Investment Firms scheme depending on their Client Categorisation;

m. Capital.com will make adequate arrangements to prevent the use of Client funds for its own account by depositing them entirely into segregated bank accounts;

n. Capital.com will notify you in case you do not hold adequate margin to open or keep a position (such notification will be sent through the Website or the mobile application, which has access to the status of your Client Account);

o. Capital.com also adopted a negative balance protection, based on the ESMA's rules and corresponding national requirements, on an account basis, whereby the Client cannot lose more than his/her investment.

Notwithstanding the foregoing, If a sudden market movement causes the Margin level to drop from above 100% to below 50% the Company may liquidate the client's open positions without sending a notification to the client that their Margin level is at or below 100%.

3.5.9. You acknowledge and accept that you have read and accepted the Client Categorisation Policy, provided during the registration process, which is uploaded on the Company's

Website.

3.5.10. The Company reserves the right to revoke or change its Client Categorisation Policy at any time as this will be displayed in the Company's Website. In such a case you will be requested to re-consent to the updated version of the Client Categorisation Policy.

3.5.11. For the Clients who were categorised as Professional Clients or they have requested to be treated as Professional Clients, unless advised otherwise by the Client, your money may be treated in accordance with title transfer, namely money that you transfer to us by way of margin or otherwise may be treated as transfer in full ownership to us for the purpose of securing or covering your recent, future, actual, contingent or prospective obligations.

By accepting these Terms and Conditions you confirm that you understand that the consequence of the transfer of ownership of any such money means that it shall no longer be regarded as "Client Funds" in relation to the segregation of those monies and that we may deal with such money in our own right. Furthermore, in case of insolvency, you rank as a general creditor of Capital Com SV Investments Limited in relation to such money. It is noted that the Client maintains the right to refuse this arrangement, whereby his/her funds will be regarded as "Client Funds".

If we have closed the Client Account and you have paid to our Company in full all amounts owed by you and you have no further present or future obligations to us, we will transfer to you an amount equal to any money you have paid to us for the Client Account that remains after all amounts you owe (and/or owed) under the Terms have been paid and deducted (including in relation to all other accounts you have or have had with us).

3.6. Availability of the Electronic Services

3.6.1. The Electronic Services of Capital.com are only available to individuals who:

a. are at least eighteen (18) years old and at least the legal age in his/her respective jurisdiction;
b. are domiciled or located in a country where the distribution or use of CFDs would not be contrary to local laws or regulations. It is your responsibility to

ascertain the terms of, and comply with any local laws or regulations to which you are subject;

c. are not domiciled or located in the United States of America. Furthermore, the use of the CapitalL.com Online Trading Platform is prohibited from anywhere in the United States of America;

d. are not domiciled or located or otherwise deemed to be residents in Belgium. It is the responsibility of Belgian Clients, to ascertain the terms of, and comply with any local law or regulation to which they may be subject to as residents of Belgium;

e. have provided the Company with the information required to build their economic profile;

f. at the Company's request have provided information and documentation necessary to establish the source of funds deposited with the Company.

3.6.2. 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.

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

3.7. General Interpretation

3.7.1. A reference in these Terms to a "Clause" or "Schedule" or "Part" shall be construed as a reference to, respectively, a Clause or Schedule or Part of these Terms, unless the context requires otherwise.

3.7.2. References in these Terms to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof.

3.7.3. A reference in these Terms to a “document” shall be construed to include any electronic document.

3.7.4. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.

3.7.5. Words and phrases defined in the CySEC Law and the Applicable Regulations have the same meaning in these Terms unless expressly defined in these Terms.

3.8. Schedules and Appendices

3.8.1. The provisions contained in the attached Schedule(s) or Appendices (if any) shall apply. We may from time to time send to you further schedules (statements) in respect of the Transactions. In the event of any conflict between the provisions of any Schedule and these Terms, the provisions of the Schedule shall prevail.

3.8.2. You acknowledge having read, understood and agreed to the Schedules or Appendices to these Terms (if any).

3.9. Headings

Headings are for ease of reference only and do not form a part of these Terms.

3.10. Assessment of Appropriateness

In order for the Company to ensure that a financial instrument is appropriate for the Client, it shall assess the potential Clients’ knowledge and experience in the investment fields, which inter alia includes the following (taking into account the nature of the Client, the nature and extent of the Services to be provided, and the anticipated type of product or transaction, including their complexity and the risks involved):

a. The type of service, transaction and financial instrument with which the Client is familiar;

b. The nature of the Client’s transactions in financial instruments and the period over which they have been carried out;

c. The level of education, and profession of the Client or potential Client.

The Company shall not encourage a Client or potential Client not to provide information required for the purposes assessing the appropriateness.

The Company shall be entitled to rely on the information provided by its Clients or potential Clients unless it is aware or ought to be aware that the information is manifestly out of date, inaccurate or incomplete.

Further to the above, when the Company is assessing whether a financial instrument is appropriate for a Client, determines whether that Client has the necessary experience and knowledge to understand the risks involved in relation to the product offered or demanded. Since the Company will expand its services to cover Professional Clients, the Company shall be entitled to assume that a Professional Client has the necessary experience and knowledge to understand the risks involved in relation to those financial instruments or transactions, or types of transaction or product, for which the Client is classified as a Professional Client.

3.11. Product Governance

Under the requirements imposed by CySEC in relation to Product Governance, we have determined the Target Market for each financial instrument offered by us. As part of the account opening procedure, you acknowledge that you should provide the necessary information to enable us to determine whether you fall within the identified Target Market of end clients or not. Such information aims to evaluate whether your needs, characteristics and objectives are in line with the characteristics and risk level of complex and leverage products offered by the Company.

If you provide us with incorrect or incomplete information required under the Product Governance regime, you will adversely affect our ability to carry out correctly our obligation and thus, you may be allowed to enter into Transactions in financial instruments that should not be marketed and offered to you. We shall retain the right to close any Accounts opened with us on the basis of the false information provided.

3.12. Key Information Document

3.12.1.

The Key Information Document ("KID") is the document prepared by the Company for the packaged retail and insurance-based investment products ("PRIIPs") manufactured and sold by the Company to Retail Clients. In accordance with the requirements of PRIIPs, the purpose of the KID is to provide Retail Clients with overview information on the Company, Applicable Laws and

Regulations, the Services offered as well as the nature and risks involved in the trading of CFDs and Knock-out Options.

The KID is provided solely for informational purposes to help Retail Clients understand the nature, costs, risks, and potential rewards of the relevant products. It serves as an overview of the associated risks and is intended to assist clients in comparing these products with others.. These Terms comprise the primary legal agreement between you, in the event you were classified as Retail Client, and the Company for the services we provide to you as described herein. The KIDs for all our offered products are available on our Website.

3.12.2. Where the Company acts as distributor of a third-party manufactured product, the KID is prepared by that manufacturer and may only be available in English or such other languages as the manufacturer makes available. The Company does not control the language versions produced by third-party manufacturers. By accepting these Terms, you confirm that you have sufficient command of English to understand the information contained in the KID and you consent to receiving KIDs in English via the platform or by means of a website. Each time you submit an order, you confirm that you have read and understood the relevant KID. The Company reserves the right to request evidence of your English language proficiency at any time and to take such steps as it considers necessary to satisfy itself that you are able to understand the KID in English.

PART 4. APPLICABLE LAWS AND REGULATIONS

4.1. Subject to the Applicable Laws & Regulations

4.1.1. These Terms and all Transactions are subject to the Applicable Laws and Regulations so that:

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

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

c. 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

d. 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.

4.2. Action by a Regulatory Body

4.2.1. If CySEC, 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.

4.2.2. If CySEC, or any other supervisory authority makes an enquiry in respect of any of your Transactions, you agree to fully co-operate with us and to promptly supply information requested in connection with the enquiry.

4.3. Common Reporting Standard (the "CRS")

4.3.1. 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.

4.3.2. 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.

4.3.3. 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 your Account.

4.4. FATCA

4.4.1. In case 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.

4.4.2. 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 us in writing within 30 days of any material change in the information previously provided to us.

PART 5. PAYMENTS COST, CHARGES, METHODS, DEPOSITS AND INDUCEMENTS

5.1. Charges

Fees and other charges are payable by you as a Client of the Company. A copy of our current charges is published in the KID and the mobile app. Further information in respect to costs and charges are provided in an aggregated form on the Company's website (expressed in both as a cash amount and as a percentage). The Company provides you with an itemized breakdown of costs and charges in your personal account on our platform.

5.1.1. Alteration of charges

The Company reserves the right to

modify, from time to time the size, the amounts and the percentage rates of its fees providing the Client with a respective notification of such charges accordingly. Any alteration to charges will be notified to you in advance of the relevant change via our Website or the mobile app. You need to monitor and/or to regularly check the fees and charges on our Website or in the mobile app, taking into account that the Company is under no obligation to make personal notifications of the alterations to the charges. Your continued use of our platform shall be considered as your consent and agreement to such changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those changes you should cease to use our platform and inform us immediately.

Although the Company will endeavor to notify clients via e-mail communication of any significant alterations of charges for the Client's convenience.

5.2. Spreads

The Company will quote to clients two prices, the "ASK" at which clients can buy a respective CFD, and the "BID" at which clients can sell a respective CFD. The difference between the ASK and the BID prices is called the "SPREAD". The SPREAD is the only trading cost that the user has to pay as a trading fee for the Electronic Services. No other charges or commissions are paid by the clients to enter or exit a trade. The Company's spreads are quoted on both the mobile and web platforms and on the website.

The spreads are dynamic due to the uncertain nature of the markets and are set at the absolute discretion of the Company. Different instruments have different spreads. The spread may factor in:

- Liquidity of the product's underlying market
- General market and economic conditions
- The Company's risk appetite
- The Company's costs and profit margin
- The greater competitive landscape

The Company is using a proprietary model to create its pricing. A unique internally developed pricing algorithm sources prices from many price liquidity providers, assuring that the Company provides to its clients the best price it can.

5.3. No Commissions or Fees for

Depositing or Withdrawal

No fees are charged by the Company for Deposits to or withdrawals from the Account.

5.4. No Telecommunication Fees are Charged or Covered

No additional costs are charged by the Company in relation to the telecommunication media utilised by the Client, if any, and the Company is not responsible for compensating any fees incurred in relation to the use of telecommunication media by the Client. It is the Client's sole responsibility to settle any fees with the respective telecommunication provider.

5.5. Payment Methods

Clients can deposit funds to their Account at any time. The following payment methods can be used: bank cards and bank transfers, payments via electronic or online payment solutions. Additional limitations and restrictions apply subject to region, and/or currency, and/or amount of payment. The Company reserves the right to amend the list of payment methods without notification of its clients.

Bank deposits or any other type of deposits from third parties to the Client's Account will not be accepted.

5.6. Minimum Deposits

5.6.1. The Company reserves the right to change from time to time the minimum amount of money that can be deposited to your Account at a time (the "Minimum Deposit"). The amount that is currently constituting the Minimum Deposit shall be shown to you during the depositing process. On average the Minimum Deposit constitutes from 20 to 100 EUR or the same amounts in USD/GBP depending on the account base currency. The Company reserves the right to increase the Minimum Deposit for all and/or specified countries.

In case the Client deposits an amount less than the Minimum Deposit the Company has the discretion to decline such Deposit and process its return, with all relevant bank charges deducted from the amount returned.

5.7. Prepaid Cards

5.7.1. Anonymous prepaid cards involve a higher risk for money laundering and terrorist financing activities. As such, the Company has established procedures in order to mitigate such risk arising from the use of anonymous prepaid cards. In particular, the Company shall not accept deposits originating from anonymous prepaid cards issued outside the European Union. In this respect, when such a deposit method is identified by the Company, the deposited funds are immediately returned to the Client.

5.8. Conversion into the Base Currency

Investing in financial instruments with an underlying asset(s) in a currency other than your base currency entails a currency risk as the financial instrument is settled in a currency other than your base currency and hence the value of your return may be affected by its conversion into the base currency. Currency risk is not limited to conversions within the Online Trading Platform but also extends to deposits or withdrawals where currency conversion is required, as well as for the transfers between the Accounts denominated in the different Base Currencies, when this is available for the Client on the Online Trading Platform. The conversion rate is not within the control of the Company and therefore, the Company shall not be liable for differences resulting from unfavourable conversion rates.

For the purposes of any calculation (unless expressly stated otherwise), we convert amounts denominated in any other currency into the Base Currency at the prevailing rate at the time of the calculation as shown on our platform.

However, the Company reserves the right to add a markup on the conversion rates in relation to the prevailing market conditions. For further information please refer to the KIDs available here.

5.9. Additional Costs

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. It is your sole responsibility to bear these additional costs.

5.10. Ex-post disclosure

The Company will provide the Clients with an itemised breakdown of costs and charges in your personal account on our platform.

5.11. No Third-Party Payments

You can deposit only your money to your Account. It means that it should be easily traceable that the deposited funds come from you. In case of a doubt we reserve the right to ask for a documentary confirmation of the ownership of the incoming funds.

No third-party payments will be

accepted. If a third party deposit is identified or if in case of a doubt you are unable to provide the documentary proof of funds ownership – the deposited amount deducted by the amount of transaction fees will be returned to the same account from which it was received.

In case the card was fraudulently used the legal owner of the card shall apply to the Company for reimbursement of the full fraudulently transferred amount including transaction fees. The Company shall reserve the right to take action as it deems necessary that may include notifying the relevant authorities.

The Company will not process any Account withdrawals made to third parties. Withdrawals will be made to the same account from which the incoming funds were received. If it is not possible you are obliged to provide us with the documentary proof of ownership of the account to which you are requesting withdrawal.

5.12. Overnight Premiums

If you hold a position open overnight, an overnight premium is subtracted from your Account. The size of overnight premium is specified for each instrument

on our Website and on the mobile app. Any alteration of the overnight premium is subject to the rules as specified in the clause 5.1.1.

5.13. No Fees for Inactive Accounts

The Company does not charge any fee in relation to Inactive Accounts, as defined in Clause 8.19.1. Should the Company introduce such fees, it will be disclosed on the Company's website.

However, the Company may exercise its rights in regard to Inactive Accounts under the conditions set out in Clauses 8.19.1, 8.19.2.

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5.14. Inducements

Under inducements rules, the Company will not pay or accept from any party (other than you) any fee or commission in connection with the provision of an investment service or an ancillary service unless these payments and/or benefits meet the requirements of the following paragraph. Similarly, we will not provide to or receive from any party (other than you) any non-monetary benefit in connection with the provision of investment service or an ancillary service.

In accordance with the above paragraph, the payments and/or benefits shall:

- Be designed to enhance the quality of the service provided to the Client; and
- Not impair compliance with the Company's duty to act honestly, fairly and professionally in accordance with the Client's best interest.

The only inducements paid by the Company to third parties relate to third-party marketing partners who refer prospective clients to the Company's services. Such fees are structured on a fixed, one-off, cost-per-acquisition basis and are paid solely by the Company. They are not charged to or deducted from the client's account in any way. .

The Company has assessed each such arrangement and is satisfied that it is designed to enhance the quality of the service provided to clients and does not impair the Company's duty to act in your best interest. Further information regarding the Company's approach to inducements is available in the Conflicts of Interest Policy published on the Company's website.

For transparency purposes, the Company discloses that commissions paid to affiliates are not uniform and may vary based on the following factors:

I. Country or jurisdiction of the introduced client: commission rates may differ across jurisdictions to reflect market conditions, applicable regulatory requirements and competitive pricing benchmarks in each market;
II. Affiliate performance and activity: the applicable commission amount is assessed on an affiliate-by-affiliate basis and may reflect that affiliate's historical performance.

The above factors are assessed by the Company at the point of onboarding of the affiliate and at each material revision of the commercial arrangement. The Company does not apply a single fixed commission rate to all affiliates.

With respect to the provision of inducement rules, i.e. ensuring that inducements do not impair the Company's duty to act honestly, fairly and professionally in accordance with the best interest of its Clients, the

Company at all times provides the following:

1. The Company does not treat any differently Clients onboarding through affiliates in relation to the execution of their orders;
2. The Client does not incur any additional costs when onboarding through an affiliate, as inducements paid to the affiliate are paid directly by the Company;
3. The Company ensures that no conflicts of interest arise from the method of inducement of affiliates since the terms of payment are one-off and do not relate to the volume of transactions undertaken by the introduced client following onboarding.Affiliates are not allowed to communicate with introduced traders or influence in any way amounts of deposits or volumes of trades and transactions of our clients;
4. Where you have been introduced to the Company by an affiliate, the basis on which the applicable commission is determined is set out in Clause 5.14 of these Terms. The Company will notify you individually at least once a year of the exact amount paid to your introducing affiliate.

5.15. 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: The Metaquotes Trading Platform(s) does not offer GSL.

5.15.1. 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:

*GSL Fee = GSL Premium * Position Open Price * Quantity*

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

5.15.2 The Company reserves the right to amend or cancel your GSL order in case a dividend (as defined in Clause 5.16) or any other corporate event (as defined in Clause 8.21) takes place.

5.16. 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.

5.17. Rebates to Professional Clients

5.17.1 The Company may pay to its Professional Clients rebates depending on their trading activities. The terms of payments of relevant rebates, so as any other applicable terms and conditions, will be subject to separate agreements and/or offerings, public or individual, which will constitute an integral part of the present Agreement.

Rebate payments to a Professional Client, as outlined in these Terms and any other agreement entered into between the Company and a Professional Client, are contingent upon completion of compliance and risk checks carried out by the Company, the complete verification of the Professional Client's Account, and the Client maintaining their Professional Client status as of the designated rebate payment date, as determined by the Company in its sole discretion.

5.17.2 The Company reserves the right, at its sole discretion, to withhold, delay, or deny any rebate payment and shall not be obligated to make any rebate payment that would otherwise be due in the event that:

a) the Client's Account is not fully verified by the designated rebate payment date; or
b) the Client no longer maintains their Professional Client status by the designated rebate payment date.

5.17.3 The Professional Client acknowledges and accepts that:

a) failure to comply with the Company's verification requirements, or failure to maintain Professional Client status by the designated payment date, shall result in the forfeiture of any rebate payments otherwise due, and the Client waives any claim for such rebate payment; and
b) the Company shall not be liable for any non-payment of rebates due to incomplete verification of the Client's Account or the Client's failure to maintain their Professional Client status.

5.17.4 Notwithstanding any other term of this Agreement, the Company may also, at its sole and absolute discretion, withhold, delay or deny payment of the rebates in any of the following events:

a) the Company has reason to suspect that the Client's activity is not in compliance with Applicable Laws and Regulations;
b) the Company has reason to suspect that the Client's activity is in breach of any of the terms of this Agreement;
c) the Client has failed to provide any piece of information as may be requested by the Company or has provided misleading, inaccurate or incorrect information;
d) the Company has noticed or has been made aware by any third party of the alleged infringement of third parties' rights by the Client or there is any infringement of third parties' rules or rights applicable to the Client while performing its obligations under this Agreement;
e) the Professional Client fails to maintain their Professional Client status by the designated rebate payment date (for rebate payments);
f) the Client's Account has been closed or suspended pursuant to the terms of this Agreement, Applicable Laws and Regulations and any other relevant agreement entered into between the Client and the Company by the designated rebate payment date (for rebate payments).

5.17.5 The Client irrevocably waives any further claims in regard to the Company's rights under Clauses 5.17.1-5.17.4.

5.18. Rounding of Fees, Dividends and Adjustments

For the purposes of calculating overnight fees, GSL fees, dividends and other cash adjustments related to positions the Company will follow conventional rounding rules, i.e. round to nearest cent or unit, and if at exactly a half, round up for positive numbers and down for negative numbers.

PART 6. EXECUTION OF CLIENTS' TRANSACTIONS

6.1. Execution Only - 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.

6.2. Own Judgement and Suitability

Without prejudice to our foregoing obligations, in asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigations into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction and that you have read and have accepted the Risk Disclosure Statement. We have provided you with all the relevant information and documents that you need to decide on the investment including, but not limited to, KIDs, Risk Disclosure Statement, the present Terms, policies, educational materials, although we provide you no warranty as to the suitability of the products traded under these Terms and assume no fiduciary duty throughout our relationship with you.

6.3. Incidental Information

Where we do provide generic trading recommendations, market commentary or other information:

a. this is incidental to your trading relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice;

b. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;

c. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;

d. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.

6.4. Conflicts of Interest Policy

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

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

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

PART 7. AML AND CLIENT ACCOUNT OPENING PROCEDURES

7.1. Account Opening

7.1.1. Before you can place an Order with the Company, you must read and accept these Terms, the trading policies as outlined in Part 8 below, and all applicable Schedules and Appendices (if any). Moreover, you must also deposit sufficient funds in your Account, and your Client registration form, and all accompanying documents, must be approved and verified by the Company.

7.1.2. The Company has established a Customer's Acceptance Policy in order to perform accurate and complete risk assessment when accepting clients.

7.2. Documents

7.2.1. When accepting a new Client, the Company is required to have satisfactory evidence of a Clients' identity, economy profile and financial background, in order to provide an effective service. The Company requires all clients to enter into an agreement with the Company by completing the account opening documentation which is tailored to extracting this information.

7.2.1.1 For Natural Persons not residing in the Republic of Cyprus:

- Proof of identity: Copies of Passports, and if available, official national identity cards issued by competent authorities of their country of origin are obtained;
- Proof of Address: A utility bill, house deed, or bank statement not older than 6 months, stating the Client's name and residential address. In cases where the clients are operating within countries where the addresses are identified only by reference to a P.O Box, a declaration letter signed by an independent government representative or professional officer (such as post office, lawyer, accounts and notary public) confirming the Client's address is accepted.

As part of the Account opening process, the Company will require documentary evidence confirming the Client's date of birth to ensure they meet the minimum age requirement. Any falsification or failure to provide satisfactory documents confirming your age will result in termination of the business relationship with you.

7.2.1.2. For Legal Person's Accounts:
A different identification procedure is followed for legal persons interested in opening an Account with the Company.

The documentation that needs to be obtained by the respective clients is in accordance with the provisions of the Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007-2021 (hereafter the "AML Law") and the Prevention and Suppression of Money Laundering and Terrorist Financing Directive

2020 (hereafter the "AML Directive"), as amended from time to time.

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7.2.2. Upon the provision of all requested documentation the Company will assess and verify the provided documentation and, if everything appears to be in line with the Company's procedures, an approval of your registration as a Client will be sent to you by e-mail to the address you have provided during the registration of the Account.

7.2.3. The Company may, at its sole discretion, at any time during the business relationship with you, request additional documents, including but not limited to the identification documents, proof of funds, evidence of your sources of funds, proof of ownership of the various payment methods, as well as selfies with requested documents.

7.2.4. In the event the Company detects any sanctions or adverse media alerts during the screening either on onboarding or on-going monitoring, the Company shall request additional identification documents including, but not limited to, a certificate of clean criminal record from the responsible authorities.

7.3. Registration Approval

Upon the approval of your registration, you will be notified by e-mail to the address you have provided during the registration of the Account.

7.4. Additional Requirements

The Company may, in its sole discretion, at any time during the business relationship with the Company, and on reasonable grounds, request that, in addition to online acceptance of these Terms, the Client must complete and submit any signed documents as required by the Company, including but not limited to these Terms and the Risk Disclosure Statement.

PART 8. TRADING POLICIES AND PROCEDURES/ORDERS

8.1. Placing Orders

You may give us instructions in electronic form through the Online Trading Platform (web version or the mobile app). You accept that all instructions should be placed manually and any use of an automated data entry system or tampering in any way with the Online Trading Platform is expressly and strictly prohibited, unless otherwise is specified in

Clause 8.25.8 of these Terms.

In these Terms “instructions” and “Orders” have the same meaning. 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). The Client shall be the sole trader on the Account(s)unless the Client has explicitly obtained prior consent from the Company. No third party is permitted to affect the trades on the behalf of the Client without prior notification to the Company. You acknowledge that by accepting these Terms, you remain the sole proprietor and trader on the Account. Any such breach of the aforementioned may subject the Client’s Account to the Enforcement Measures described in Section 13.3.

8.2. Types of Orders Accepted

8.2.1. An order is an offer to open or close a transaction if our price moves to, or beyond, a level specified by you. Our approach is to place orders solely as a principal and not as an agent on your behalf; we are the sole counterparty to your trades and the sole execution venue for your orders. The Capital.com Online Trading Platform supports the following types of orders:

a. 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 than 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.

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

c. 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).

d. A Stop Market Order is an instruction to execute a trade when a price level (the Stop Market Level) is reached that is equal to or worse than the current best price (a Stop Market Order). When the Stop Market level is reached, the Stop Market Order will trigger and a Market Order will be sent to execute the trade at the best price available at the time the Order is placed for the quantity you wish to buy or sell. Your execution price may be better or worse than the Stop Market Level you set depending on the liquidity available and the size of your Order. Stop Market Orders can be placed and/or cancelled at any time, even when the market is closed. In order to amend a Stop Market Order, you would need to cancel the existing one and place a new Stop Market Order provided the market conditions allow that. Stop Market Orders can be used to open or close a trade and can be Good For Day (GFD) or Good Til Cancelled (GTC). This means that for "GFD" Stop Market Orders any portion of the Stop Market Order which has not been executed during the trading day in which the

Order 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.

e. 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.

f. 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.

g. A 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.

h. 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 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 clause 5.15.1. Guaranteed Stop Loss Order Fee (GSL Fee).

Please note that the Guaranteed Stop Loss Order operates as a per-position protection. Separately, an Account-level margin close-out rule applies across all your open CFD positions. This Account-level margin close-out operates independently of any GSL you have placed and may result in your position being closed before the market reaches your chosen GSL stop level. For more details, please refer to Part 11 and Leverage and Margin Policy.

8.2.2. 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.

8.2.3. 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.

8.2.4. We may introduce new types of Orders from time to time by posting a relevant alert and updating the current information on our Online Trading Platform.

8.2.5. We may introduce restrictions on a temporary basis regarding a certain type of Order or all Orders.

8.3. Terms of Acceptance for Orders

8.3.1. It is your sole responsibility to clearly indicate the terms of an Order when entered, whether it is a Market Order, Limit Order, Take Profit, Stop Loss or any other type of order, including the relevant price and lot size.

8.3.2. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets or other reasons that are beyond our control.

8.3.3. The Company shall have no liability for failure to execute orders.

8.3.4. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

8.3.5. Notwithstanding any other provision of the Terms or the Policies, for certain financial instruments where the underlying asset is a cryptocurrency and which are designated by the Company from time to time, the Company may determine that execution of a Client Order will be conditional upon the execution by the Company of a corresponding hedging transaction with a third-party liquidity provider. Clients continue to transact solely with the Company on an OTC principal basis and no direct client relationship is created with any third-party liquidity provider or external venue.

Where this applies:

a. the Client's Order may be filled in full, in part, requoted or rejected, depending on the execution of the corresponding hedging transaction by the Company with the relevant liquidity provider, and any portion of the Client's Order that cannot be hedged immediately may be cancelled rather than remaining pending;
b. the execution price of the Client's Order may be based on the execution price achieved by the Company in the corresponding hedging transaction and may therefore differ from the quoted client price at the time the Order was submitted; and
c. where part of the Client's Order is executed at a price based on the corresponding hedging transaction and the remainder is executed at the quoted client price, the final execution price for the Client's Order may be the volume-weighted average price of the two.

8.4. Execution Policy

8.4.1. If there are no specific instructions from the Client on how to execute the order, we will consider several execution factors to ensure that we manage the order on terms most favourable to our Client. These execution factors include:

a. price;

b. speed;

c. likelihood of execution and settlement;

d. costs;

e. size and nature of the order;

f. any other considerations relevant to the execution of the order.

8.4.2. It is emphasized 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 and the order in which the above factors are presented shall not be taken as an indication of their priority.

8.4.3. 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.

8.4.4. 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.

8.5. Cancellation/Withdrawal of Instructions

8.5.1. 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.

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

8.5.3. 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.

8.6. 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.

8.7. Control of Orders Prior to Execution

8.7.1. 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, 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 Laws and 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 Online Trading 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.

8.8. Trade Adjustments

8.8.1. 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.

8.8.2. 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.

8.9. Execution of Orders

We shall reasonably endeavour to execute any order promptly, but in accepting your Orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty, relevant to the proper carrying out of an order on your behalf, we shall notify you promptly or as soon as we reasonably can.

Despite the above, we have designed appropriate policies and procedures in order to ensure compliance with the obligation to execute orders on terms most favourable to our clients and to achieve the best possible result for them, taking into consideration each client’s ability, needs and trading policies, producing a result which provides, in our view, the best balance across a range of sometimes conflicting factors. For more information please refer to the Order Execution Policy. In respect of Retail Clients, the best possible result is determined in terms of the total consideration. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions.

We take all the appropriate measures to manage any possible conflict of Interest that may arise in accordance with the provisions of our Conflict of Interest Policy.

In accordance with MiFID II requirements, the Company has the obligation regarding the annual publication of information on the identity of execution venues and on the quality of execution as per the requirements of the Commission Delegated Regulation (EU) 2017/576 (hereafter the "RTS28").

8.10. Hedging Mode

8.10.1 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.

8.10.2 Hedging mode is currently not available to French Clients, or otherwise residents of France, who are deemed to be French Clients by domicile or location.

8.10.3 Hedging mode may be not available for some products and financial instruments offered on the Online Trading Platform.

8.11. Reporting Transactions and Account Statements

8.11.1. 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 e-mail, 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).

8.11.2. EMIR Reporting

In accordance with the European Market Infrastructure Regulation (EMIR), you are classified as a "NFC" (a Non-Financial Counterparty to whom the EMIR clearing obligation does not apply) - https://www.esma.europa.eu/regulation/post-trading/non-financialcounterpartie s-nfcs.

Under EMIR requirement, we are required to report transactions to a Trade Repository and subsequently to ESMA. In this respect, you irrevocably authorise us to report all of your reportable transactions to the aforementioned parties. You should also provide us with any additional information and/or supporting documentation may be requested from time to time, required under

EMIR or any other Applicable Laws and Regulations, in order to comply with our reporting obligation. In case of refusal or failure to provide us with the required information and/or supporting documentation, we have the absolute right to refuse you to trade with us and to suspend your Account(s) or terminate this Agreement in accordance with the provisions in Clause 17.

8.11.3. Transaction Reporting

In accordance with the Markets in Financial Instruments Regulation (MiFIR), Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, we are obliged to report transactions on financial instruments that are admitted for trading on a Trading Venue or for which a request for admission to trading has been made, financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

You acknowledge and agree that we are entitled to disclose such information and that such information held by us shall be our sole and exclusive property.

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

In this respect, we are irrevocably authorised to report all of your reportable transactions to CySEC. For the purposes of facilitating Transaction Reporting, you should provide us, among others, with the following supporting documentation, in an acceptable by us format:

- **Natural Person**: Depending on the country of your residence you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national Client identifiers for natural persons to be used in transactions reports, including but not limited to the passport number, or identity number, or concatenation (CONCAT) number.
- **Legal persons**: You should provide us with the Legal Entity Identifier ("LEI"), the 20-digit, alphanumeric code that enables clear and unique identification of legal entities participating in financial transactions. It is emphasized that we will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior to obtaining the LEI from your side. You agree that we may in certain circumstances obtain a Legal Entity Identifier (LEI) on your behalf. You agree that we may do so if we consider that it is necessary in order to allow you to enter into Transactions with us and that we may pass on to you any charge we incur to obtain a Legal Entity Identifier (LEI) on your behalf and to levy an administration charge to cover our costs in doing so. It is your responsibility to ensure that you notify us of any changes to your contact details, including updating your LEI, where applicable. Failure to renew your LEI on an annual basis will result in the termination of this Agreement in accordance with the provisions of clause 17.

You agree to provide us with any additional information and/or supporting documentation may be requested from time to time, required under MiFIR or any other applicable Laws and Regulations, in order to comply with our reporting obligation. In case of refusal or failure to provide us with the required information and/or supporting documentation, the Company reserves the right to suspend or terminate and close your Trading Account and/or any open positions without notice to you where it cannot be reasonably be expected to notify you of such closure including, but not limited to, instances where it suspects illegal or fraudulent activity has occurred, where you have failed and/or refused to provide updated and accurate information relating to your account (including LEIs where applicable) in accordance with the provisions of clause 9.12 of these Terms.

8.12. Improper or Abusive Trading

8.12.1. 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.

8.12.2. Should you execute transactions falling within the definition of Market Abuse or execute trading strategies with the objective of exploiting misquotation(s) or acting in bad faith, including acting in any other way to abuse and/or gain any unfair advantages when using our Online Trading Platform or Services, the Company shall consider this as improper or abusive behaviour.

8.12.3. 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 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. use of an automated data entry system, mass data entry system, any electronic devices, robots, high speed trading system, or any kind of software or program, or automated software algorithms which might manipulate, alter, tamper with or otherwise abuse our Online Trading Platform or give you an unfair advantage when using our System or Services.

Using such systems, programs or algorithms, provided that they do not abuse the Online Trading Platform and do not give you an unfair advantage, is allowed only when it is clearly permitted in these Terms (Clause 8.25.8);

c. 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);

d. arbitrage trading on prices offered by our platform due to systems errors or any other arbitrage practices (including but not limited to latency abuse), price manipulation or time manipulation, including but not limited to that which aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer price;

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

f. 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);

g. any other unfair, abusive, manipulative, or illegal way of using our Services or Platform; or use of any device, software, program, algorithm or any trading strategy that aims to manipulate, alter, tamper with or take unfair advantage of our Services or Platform,

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. make any corrections or adjustments to your Account; and/or

vi. immediately terminate our trading relationship; and/or

vii. suspending the Client's account, including freezing of funds, as described in Section 9.12; and/or

viii. take any of the enforcement measures, provided in Section 13.3.

8.12.4. Without prejudice to Clause 8.12.3, the Company may allow using the tools which are technically integrated into the platforms used by the Company for the provision of Electronic Services (specifically, but not limited to, Metaquotes Trading platform(s)). However, the Company reserves the right to assess whether such using remains appropriate, not qualified as improper or abusing trading and does not violate these Terms and terms of use of the relevant platform. In case of any breaches, the Company is entitled to undertake the measures prescribed by these Terms, including Clause 8.12.3.

8.13. [Excluded]

8.14. Disabling and Cancelling Deposits

8.14.1. We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

a. if you fail to provide the Company with any documents it requests from you either for Client identification purposes or for any other reason;

b. if the Company suspects or has concerns that the submitted documents may be false or fraudulent;

c. if the Company suspects you are involved in illegal or fraudulent activity;

d. if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;

e. where the Company considers that there is a chargeback risk; and/or

f. when you deposit ten thousand (10 000) USD or more (or an equivalent of the same in one of our Base Currencies) or if you make ten (10) or more separate deposits to your Accounts and the Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

8.14.2. In case of cancelled deposits, and if it is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned only to the bank account that they have been initially received from.

8.15. Performance and Settlement of Transactions

8.15.1. You will promptly deliver any instructions, money or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.

8.15.2. The Company shall proceed to a settlement of all transactions upon execution of such transactions.

8.15.3. Following execution of the order, we will send you an electronic confirmation in respect of that Transaction as soon as reasonably practicable, and in any event within the time required by the relevant laws and regulations.

8.15.4. In cases of technical or human errors during a Transaction resulting in crediting unsolicited funds to your trading or banking account or other payment method you agree that the erroneous Transaction will be void from the outset and you will be liable to return to us any erroneously transferred funds according to Clause 18.4.3.

8.15.5. At its sole reasonable discretion Capital.com may temporarily introduce or amend the minimum or maximum size of any Order in any investment and will try to provide the Client with the possibility to close the entire investment, which was affected. Notification of any such restrictions beforehand is mandatory.

8.16. Consent

You consent to receive all Account information, Trade Confirmations and Account Statements through a durable medium.

If you no longer wish to receive such information through electronic means, you must notify us and revoke this consent in writing. However, if you revoke your consent, your access to our Online Trading Platform may be restricted or terminated at our sole discretion.

8.17. Position Limits

We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained

8.18. Withdrawals

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

We will process your request to withdraw funds on the same day that the request was received, or the next working day if your request is received outside of our normal business hours.

Your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution owned by you. The Company may, at its own discretion, execute a withdrawal request to another method used for deposit than your requested method of withdrawal. No Account withdrawals to third parties will be processed by the Company.

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

The Client shall have the right to withdraw money from the Client's Account up to the amount of the free money available to it's account.

Payments to third parties from the Client's Account will not be allowed. Bank deposits from third parties to the Client's Account shall not be accepted either. The Client shall have the right to transfer money to Capital.com bank accounts only after entering into an agreement (accepting the Terms and Conditions) with Capital.com and receiving a username and password.

8.19. Inactive Account

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

8.20. 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.

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 Clause 13.3. and Clause 9.12 of these Terms.

For the Clients categorized other than Retail Client, the Negative Balance Protection may not apply.

When you have a negative balance on your Account, you may not be able to open new Accounts, unless the negative balance is eliminated.

8.21. Corporate Events

8.21.1. 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.

8.21.2. 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 endeavor 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 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. For more details please see paragraph 5.15.

8.22. 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.

8.23. 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 as defined in the relevant KID. 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.

8.24. 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;
g. The Company may terminate a client's position at its sole discretion.

In addition, you understand in regard to trading with CFDs over cryptocurrencies that we may at own discretion close your positions and pending orders when:

a. Underlying cryptocurrencies are delisted or removed from trading at any cryptoexchange where the underlying cryptocurrencies are listed (traded), or we have consideration that such circumstances are to be occurred likely;
b. When the Crypto Event (as defined in Clause 19.2.3 of these Terms) occur in respect of the underlying cryptocurrencies. Please refer to Clause 19.2.3 of these

Terms for more details;

c. Underlying cryptocurrencies are no longer supported as underlying assets for CFDs by us for any other reasons.

8.25. Online Trading Platform

8.25.1. 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.

8.25.2. Please take note that the Metaquotes Trading Platform(s) is a third-party trading platform provided by MetaQuotes and additional terms and conditions regarding the use of the Metaquotes Trading Platform(s) may apply between you and MetaQuotes. These terms and conditions, where applicable, will appear in the Metaquotes Trading Platform(s). 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.

8.25.3. Metaquotes Trading Platform(s) 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 Metaquotes Trading Platform(s). This includes, but is not necessarily limited to, warranties or representations relating to:

- access; or
- the accuracy of the financial information or trading history of a user stored on Metaquotes Trading Platform(s);
- that the use of the Trading Platform will be uninterrupted or error free; or
- 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 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.

8.25.4. 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 Metaquotes Trading Platform(s). 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.

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

8.25.6 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.

8.25.7 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.

8.25.8. Further to Clauses 8.1, 8.12.3 (b), 13.2.1 of these Terms, the Company may permit using the automated data entry systems, robots, automated software algorithms and/or other similar systems and programs provided that:

a) these systems and programs are featured in the Online Trading Platform used for providing the Electronic Services under these Terms, such as Metaquotes Trading Platform(s);

b) these systems and programs do not manipulate, alter, tamper with or otherwise abuse the Online Trading Platform or give you an unfair advantage.

The Company reserves a right to

define at its own discretion whether using such systems and programs in accordance with this Clause 8.25.8 is permitted and does not violate these Terms.

8.26. Market Data

8.26.1. The information available for you using the Services on the Online Trading Platform, including but not limited to the data in regard to the transactions, financial instruments and prices ("Market Data"), is confidential and can not be redistributed to anyone or used for any other purposes other than for your own trading purposes, unless this is expressly permitted by the Company.

8.26.2. All Market Data is available for you "as is". We do not guarantee its accuracy and do not have any liability to you in regard to using the Market Data which is available for you.

8.27. Demo trading

The Company may offer the demo trading via the Online Trading Platform. Demo trading is conducted in a simulated environment using virtual funds and does not involve real market exposure. Conditions on a demo account may differ from those of a live trading environment. For more details, please refer to the Risk Disclosure Statement.

PART 9. ELECTRONIC TRADING TERMS

9.1. Access and Trading Hours

9.1.1. 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.

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

9.1.3. 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.

9.1.4. 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.

9.1.5. 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.

9.1.6. 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.

9.1.7. 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.

9.2. 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.

9.3. Access Requirements

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

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. Intellectual Property

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

9.8.2. You will not:

- use the System or the Electronic Services in any other manner except as permitted by and in accordance with the terms of this Agreement;
- copy, record, translate or amend whole or part of the software comprising the System of the Electronic Services;
- 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 engineer, decompile or disassemble the software comprising the System of the Electronic Services or otherwise attempt to derive source code of the System of the 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;

- transfer or distribute any rights to the System under this Agreement;
- separate or alter any part of the System;
- attempt to reconstruct or discover any computer code, underlying ideas, or computer programming of the System by any means whatsoever;
- generally in any manner damage, tamper with or impair any of our Systems or any Intellectual Property Rights.

9.8.3. 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.

9.8.4. 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 practical, provide to us a statement of the number and whereabouts of copies of the software comprising the System of the Electronic Services.

9.9. Liability

Without prejudice to any other provisions of these Terms, relating to the limitation of liability, the following clauses shall apply to our Electronic Services.

9.9.1. **System Errors**

9.9.1.1. 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.

9.9.1.2. 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.

9.9.2. Delays, inaccuracies or errors caused by third parties

9.9.2.1. 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.

9.9.2.2. 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.

9.9.2.3. 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.

9.9.2.4. 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.

9.9.3. **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.

9.9.4. Indemnity re 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.

9.9.5. **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.

9.10. Markets

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

9.11. Suspension with Notice

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

9.12. Immediate Suspension or Permanent Withdrawal Without Notice

9.12.1. 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, market abuse, money laundering, funding terrorrism 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.

9.12.2. In addition, the use of an Electronic Service may be terminated automatically, upon:

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

b. the termination of these Terms.

9.13 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.

PART 10. CLIENT FUNDS

10.1. Client Funds

We treat all funds received from you or held by us on your behalf ("Client Funds") in accordance with the requirements of the Client Funds Rules.

The following steps have been taken by the Company in order to ensure the protection of Clients' financial instruments or funds:

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

- Investor Compensation Fund: The Company being a member of the Investors Compensation Fund (hereinafter "the Fund") provides the Client, if is being categorized as Retail Client, with the security of receiving a compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfill its obligations regardless of whether that obligation arise from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. Further details in regard to the Fund and the conditions which apply are available under Section 20.8 of this Agreement.

- Due diligence measures: The Company has the obligation to exercise all due skill, care and diligence in selection, appointment and periodic review of the credit institution(s) where Clients' funds are placed. The Company's due diligence measures have been designed in such a manner so as to ensure that expertise and market reputation of such institutions are taken into consideration.

- The Company may hold Clients' funds in omnibus accounts with third party financial and credit institutions. An omnibus account means that your funds will be kept in a pooled account with money belonging to other clients in a segregated account. Hence, the Client is warned that there is a link of loss emanating from the use of omnibus accounts in financial or credit institutions. In general, in case of default or insolvency of the Company, no single client will have a claim against a specific sum in a specific account. Omnibus accounts may also hold other types of risks including legal, haircut risk, liquidation risk, third party and others. By accepting the Terms and by establishing business relationship with us, you expressly provide your consent for maintaining your funds in an omnibus account.

- The Company may deposit Client's funds into segregated accounts with credit institutions with fixed terms or notice periods up to 95 days. Placing Client's funds in deposit accounts with fixed terms or notice periods does not limit or affect otherwise your ability to deal with your money or withdraw it from your Account.

10.2. Interest

You, the Client, acknowledge and confirm that no interest will be received on the balance of your Account. You acknowledge and confirm that no interest earned by the Company on Clients funds held (including deposited into accounts with fixed terms or notice periods under cl. 10.1) shall be paid to the Clients.

10.3. Overseas Banks

10.3.1. We are following the provisions included in the CySEC's Directive DI81-01 namely "Safeguarding of Client Assets, Product Governance Obligations and Inducements" and we are endeavoring to hold Client Funds on your behalf within Cyprus and the European Union. The funds will be kept in bank accounts denominated as Client funds and clearly segregated from the Company's own funds.

Additionally, as per the said Directive, the Company retains the right to hold Client Funds on your behalf also with credit institutions authorised in third countries provided that the said credit institutions are established in jurisdictions where the safekeeping of Client Funds is subject to equivalent regulation and supervision with the CySEC's Directive DI87-01 and any applicable guidelines as released from time to time by CySEC.

10.3.2. Client Funds deposited may be kept in one or more omnibus accounts with any authorised credit institution used to accept funds which the Company will specify from time to time and will be held in the Company's name.

10.3.3. We will not be liable for the insolvency, acts or omissions of any financial and credit institution or other third party referred to in this Part.

10.4. Due Care, Skill and Diligence

10.4.1. With regards to the deposit of Client's Money, since we do not deposit Client Funds with a central bank, we exercise all due care, skill and diligence in the selection, appointment and periodic review of the credit institutions and banks where the funds are placed and the arrangement for the holding of those funds and take into consideration the need for diversification of these funds as part of the required due diligence. The Company considers diversifying placements of client funds with more than one bank where the amounts are, for example, of sufficient size to warrant such diversification.

10.4.2. It shall be noted that we take into account the expertise and reputation of the third party as well as the legal requirements or market practices related to the holding of those financial instruments that could adversely affect our Clients' rights.

10.5. Payment Service Providers

10.5.1. The Company may keep merchant accounts in its name with payment services providers (hereinafter "PSP") used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client Funds but only to effect settlements of their payment transactions.

10.5.2. Your Client Funds are being processed through accounts maintained in PSPs enlisted here.

10.5.3. To enable direct transfer of funds from your bank account the Company has also contracted with "SOFORT GmbH", a Germany based payment solutions provider certified by TÜV Saarland regarding federal German data protection laws.

10.5.4. Whilst we remain responsible for the handling of Client Funds, in certain circumstances certain payment methods may not be available to the Company. In such circumstances Capital.com may operationally handle customer payments using alternative methods, always in accordance with the relevant safeguarding and anti-money laundering requirements provided by the Applicable Regulations.

10.5.5. We will not be liable for the insolvency, acts or omissions of any PSP used to process your payment.

10.6. Diversification of Risks

We shall ensure, where deemed necessary, the diversification of the Clients' financial instruments and funds, for example the maintenance of accounts with several third parties.

10.7. Omnibus Account Risk

10.7.1. The Company may hold client funds in omnibus accounts within third party financial and credit institutions. In this respect, the Client is warned that there is a risk of loss emanating from the use of omnibus accounts in financial or credit institutions. In such case it may not be possible to distinguish if the particular Client funds are held by a certain financial or credit institution.

Omnibus accounts may also hold other types of risks including legal, liquidation risk, haircut risk, third party risk, etc.

10.7.2. In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution where client funds are held, the Company (on behalf of the Client) and/or the Client may only have an unsecured claim against the financial or credit institution, and the Client will be exposed to the risk that the money received by the Company from the financial or credit institution, is insufficient to satisfy the claims of the Client with claims in respect of the Account. The Company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of the Company's Clients' monies held in omnibus accounts with the financial or credit institution. To mitigate this risk the client funds are being held in few reputable financial or credit institutions and constant exposure monitoring is taking place.

10.8. Unclaimed Client Funds

You agree that we may cease to treat your money as Client Funds if there has been no movement on your balance for six (6) consecutive years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as Client Funds and giving you twenty-eight
(28) Business Days to make a claim.

10.9. Liability and Indemnity

10.9.1. You agree that we shall not be liable for any default of any counterparty, bank, or other third party in which we hold client funds.

10.9.2. The Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default or fraud.

PART 11. MARGINING ARRANGEMENTS

This Part 11 does not apply to trading the Knock-out Options.

11.1. Contingent Liability

11.1.1. 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.

11.1.2. 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.

11.1.3. 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.

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

11.1.5. 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.

11.2. 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.

11.3. 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. For more details please refer to the Leverage and Margin Policy on our Website, being an integral part of these Terms.

11.4. 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 Funds in accordance with the requirements of the Client Funds Rules. Margin Deposits shall be made by wire transfer, credit card or by such other means as the Company may direct.

11.5. 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 payable under Part 15 ("Netting").

11.6. 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.

11.7. 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.

11.8. 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.

PART 12. LEVERAGE ARRANGEMENTS

This Part 12 does not apply to trading the Knock-out Options.

12.1. Trading on CFDs is a form of Leveraged Trading and is highly speculative, complex and involves a significant risk of loss and is not suitable for all investors. CFDs are among the riskiest types of investments and can result in large losses.

The European Securities and Markets Authority (ESMA) had adopted temporary intervention measures on the provision of Contracts for Differences (CFDs), which included restrictions such as leverage limits on opening positions. These measures, initially applied from 1 August 2018, were adopted in the official languages of the EU and published in the Official Journal of the European Union. While the temporary ESMA measures have since expired, they have now been formally adopted by most EU national authorities, including CySEC, which permanently introduced these measures into national law on 27 September 2019. Accordingly, the Company abides by these rules to ensure compliance with the regulatory framework established for investor protection.

Leverage limits on the opening of a position by a retail client from 30:1 to 2:1, which vary according to the volatility of the underlying asset:

- 30:1 for major currency pairs;
- 20:1 for non-major currency pairs, gold and major indices;
- 10:1 for commodities other than gold and non-major equity indices;
- 5:1 for individual equities and other reference values;
- 2:1 for cryptocurrencies;

If ESMA decides not to prolong the measures the Company will implement the leverage levels as before the implementation of the measures.

12.2. Special Categories

If under the legal and regulatory requirements of certain foreign jurisdictions that are relevant for the Company's activities the maximum leverage for affected clients is capped at a level lower than made available, the Company will offer the affected clients the maximum leverage prescribed by the laws and regulation of that foreign jurisdiction (i.e. apply the maximum leverage that is lower than the one made available but limit such application only to the affected clients).

Please note that a set of additional rules and procedures became applicable for the residents of Spain and Poland. Such a set of additional rules and procedures can be found in sections 20.16 - 20.17 of the Company's Terms & Conditions and Section 3 of our Leverage and Margin Policy.

PART 13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Representations & Warranties

13.1.1. You represent and warrant to us on the date these Terms come into effect and as of the date of each Transaction that:

a. you are at least eighteen (18) years old and of legal age in your respective jurisdiction to form a binding contract, such as these Terms, as well as open a Transaction and perform your obligations thereunder;

b. any information which you provide or have provided to us in respect of your financial position, domicile, location or other matters in your application form and at any time thereafter is true and accurate in all respects;

c. you have obtained all governmental or other authorisations and consents required in connection with these Terms and in connection with opening or closing Transactions and such authorisations and consents are in full force and effect and all of their conditions have been and will be complied with;

d. the execution, delivery and performance of these Terms and each Transaction will not violate any law, ordinance, or any other rule applicable to you in the jurisdiction in which you are domiciled or located in or are a resident of, or any agreement by which you are bound or by which any of your assets are affected;

e. you will not send funds to your Account(s) from, or request that funds be sent from your Account(s) to a third party;

f. if you are an employee or a contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealing;

g. you will not use our bid and offer prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;

h. you will use the Electronic Services offered by us pursuant to these Terms in good faith and, to this end, you will not use any electronic device, software, algorithm, or any trading strategy (‘Device’) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices. You agree that using a Device whereby in your dealings with us you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us;

i. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default ("Potential Event of Default") has occurred and is continuing with respect to you;

j. you act as principal and sole beneficial owner (but not as trustee) in entering into these Terms and each Transaction and you need to provide us with the necessary information and/or documentation. In addition you are not permitted to maintain more than one Account with the Company, and you acknowledge that joint Accounts are not allowed. In the event it is absolutely necessary that either in the present time or in the future, you maintain more than one Account with the Company you are required to disclose to us your intention and it remains the Company's sole discretion to accept;

k. you confirm that you are the lawful owner the debit or credit card used during registration for the Account with the Company, or the lawful owner of any other payment method used to open an Account with us;

l. you are willing and financially able to sustain a total loss of funds resulting from Transactions, and confirm that trading in such Transactions is a suitable investment for you;

m. except as otherwise agreed by us, you are the sole beneficial owner of all margin you transfer under these Terms, free and clear of any security interest whatsoever; and

n. for the clients outside EEA for which the Company has passporting authorisation: you have become a Client of Capital.com on your own decision; you were not directly targeted and not directly offered to become a Client of Capital.com neither by Capital.com itself nor by any of its' employees, Associates or affiliates.

o. Capital.com will not be liable for any additional fees the client may be charged by any bank, credit card provider or other third party payment services provider, which the Client use for the transfer of funds to and from your account;

p. you will not use our Services for providing any commercial services, including but not limited to investment services, irrespective of whether such services are legally authorised or not, unless this is agreed with the Company.

13.1.2. Any breach by you of a representation or warranty given under these Terms renders any Transaction voidable from the outset, or grants us the right to any Enforcement Measures subject to clause 13.3.

13.1.3. We shall not be held liable for any damages incurred by you as a result of your breach of a representation or warranty given under these Terms.

13.2. Covenants

13.2.1. You covenant to us that:

a. you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself;

b. you will use all reasonable steps to comply with all Applicable Regulations in relation to these Terms and any Transaction, so far as they are applicable to you or us;

c. you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument.

d. you will not act in a way which we have reason to believe can be considered as a breach of Applicable Regulations;

e. you will not seek to manipulate the relevant financial market and/ or Electronic Services offered by us, including but not limited to your intention to benefit from delays in the prices or other time manipulation, to trade at off-market prices or manipulated prices or similar practices, or, without prejudice to Clause 8.25.8 of these Terms, use any kind of automated data entry system, robots, high speed trading system or any other software, program, device or scheme which might manipulate, abuse, tamper with our Services or otherwise give you an unfair advantage, or enter into transaction(s) which is/are qualified as market abuse, improper and abusive trading subject to clause 8.12. or similar abusive or manipulating way of using the Capital.com Online Trading Platform;

f. upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this Clause or to comply with any Applicable Regulations;

g. you will undertake to advice the Company within 30 days of any change in circumstances which affects provided information or causes the information contained herein to become incorrect or incomplete, and to provide the Company with suitably updated information within 60 days of such a change;

h. all statements made by you and any information provided by you, are correct and complete.

13.2.2. Any breach by you of Covenants given under these Terms renders any Transaction voidable from the outset or grants us the right to any Enforcement Measures subject to Clause 13.3.

13.2.3. We shall not be held liable for any damages incurred by you as a result of your breach of covenants given under these Terms.

13.3. Enforcement Measures

Notwithstanding the provisions of these Terms, the Company, without any liability and/or notice (to a Client) shall be entitled to the following enforcement measures:

(i) refuse to complete or execute a transaction, block, cancel (void) or suspend any executed or processed transaction on the Capital.com Online Trading Platform despite the fact they have been confirmed by the Company. The Company reserves the right to return the Parties of the Agreement (the situation) to the position that they were in before the Transaction was made; and/or

(ii) suspend, restrict or terminate Client access to the Capital.com Online Trading Platform on the whole or to certain of its functionalities and features (functions); and/or

(iii) prohibit or block the use or withdrawal of funds; and/or

(iv) suspend or block the Account(s); and/or

(vi) withhold (seize) from the client funds any amounts which are referred to the breach of the Agreement or client acting in bad faith; and/or

(vii) terminate the Agreement; and/or

(viii) report and disclose any such details of the Client’s transactions or such other information as it may deem necessary, to CySEC, or any other authority as applicable, in order to comply with any requirements of any person entitled to require such a disclosure by Law.

PART 14. EVENTS OF DEFAULT

14.1. The following shall

constitute Events of Default on the occurrence of which the Company shall be authorised to exercise its rights in accordance with the below:

a. you fail to make any payment when due under these Terms or to observe or perform any other provision of these Terms after notice of non-performance has been given by us to you;

b. you fail to perform any obligation due to us;

c. you fail to perform any of the provisions of these Terms;

d. where any Transaction or combination of Transactions or any realised or unrealised losses on any Transactions or combination of Transactions opened by you results in your exceeding any credit or other limit placed on your dealings;

e. in the case of receiving official proof of the death of the Client, the Company shall close any open positions of the Client irrespective of their current result and hold any Client's assets in custody until Capital.com has received an official evidence of the legal successors of the deceased Client and concrete instructions by an authorised person on how to proceed thereafter;

f. the initiation by a third party of proceedings for your bankruptcy (if applicable) or if you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you;

g. where any representation or warranty made by you in these Terms is or becomes untrue;

h. you fail or omit to disclose to us your capacity as the beneficial owner of more than one Account you may maintain with us, subject to our approval;

i. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading as described in Clause8.12.;

j. any event of default (however described) occurs in relation to you under any other agreement between us; and/or

k. any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves or all or any of our other Clients.

PART 15. NETTING

15.1. Rights on Default

On the occurrence of an Event of Default, we may exercise our rights under this Part and Part 16, except that in the case of the occurrence of an Event of Default specified in Clause 14.1 (f) (a "Bankruptcy Default"), the automatic termination provision of this Clause shall apply.

15.2. Liquidation Date

Subject to the following Clause 15.3, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this Part.

15.3. Automatic Termination

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following Clause 15.4 shall then apply.

15.4. Calculation of the Liquidation Amount

15.4.1. Upon the occurrence of the Liquidation Date:

a. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this Part, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of Liquidation Amount (as defined below);

b. we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction a total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency of your Accounts (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to these Terms, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and

c. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency of your Account (the "Liquidation Amount).

15.5. Payer

If the Liquidation Amount determined pursuant to this Part is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

15.6. Other Transactions

Where termination and liquidation occurs in accordance with this Part, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this Part, any other transactions entered into between us which are then outstanding.

15.7. Payment

The Liquidation Amount shall be paid in the Base Currency of your Account by the close of business on the Business Day following the completion of the termination and liquidation under this Part (converted as required by applicable law into any other currency, any costs of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid amount and bear interest, at the average rate at which overnight deposits in the Base Currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one percent (1%) per annum for each day for which such amount remains unpaid.

15.8. Payments

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

15.9. Additional Rights

Our rights under this Part shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

15.10. Application of Netting to the Transactions

This Part applies to each Transaction entered into or outstanding between us on or after the date these Terms take effect.

15.11. Single Agreement

These Terms, the particular terms applicable to each Transaction entered into under these Terms, and all amendments to any of them shall together constitute a single agreement between us. Both parties acknowledge that all Transactions entered into on or after the date these Terms take effect, are entered into in reliance upon the fact that these Terms and all such provisions constitute a single agreement between us.

PART 16. RIGHTS ON DEFAULT

16.1. Default

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under Part 15 ("Netting") we shall be entitled, without prior notice to you:

a. instead of returning to your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right;

b. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to these Terms, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder;

c. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner, as at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or

d. to cancel and/or consider void any Transactions and profits or losses either realised or unrealised and/or to close out the account(s) you maintain with us pursuant to these Terms, immediately and without prior notice.

PART 17. TERMINATION WITHOUT DEFAULT & CANCELLATION

17.1. Termination & Cancellation

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

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

17.1.2. Should you wish to cancel these Terms within the Cancellation Period, you should send notice in writing to the contact details are set out in Part 20 ("Miscellaneous") under the heading "Notices" or electronically through the "Contact Us" section of our Website or the mobile app. For clients entitled to exercise a statutory right of withdrawal, such right may be exercised through the account closure function available in the Online Trading Platform ("Close Account") or by contacting the Company using the contact details specified in these Terms. Cancelling these Terms within the Cancellation Period will not cancel any Transaction entered into by you during the Cancellation Period. If you fail to cancel these Terms within the Cancellation Period you will be bound by its terms but you may terminate these Terms in accordance with Clause 17.1.3 (“Termination Without Default”).

17.1.3. Unless required by Applicable Laws and Regulations, a party may terminate these Terms (and the relationship between us) for its own convenience in the absence of an Event of Default on that party’s side by giving in prior ten (10) calendar days written notice of termination to the other party. The written notice may not reference the grounds of termination.

17.1.4. Once notice of termination of these Terms has been issued and before the effective date of termination:

(a) The Client shall be obligated to close all open positions;
(b) If the Client fails to close all open positions by the termination date, the Company shall, after 14:30 UTC on the termination date, proceed to close any remaining open positions. In the event that the termination date falls on a Cypriot public holiday or weekend, the Company will instead close the open positions at the closing price of the last preceding business day, without applying any swaps;
(c) If the termination notice is with immediate effect as per Clause 9.12 of these Terms, any open positions will be closed by the Company after 14:30 UTC on the date of termination, unless immediate closure at an earlier time is required by Applicable Laws and Regulations, regulatory obligations, or risk management considerations.

(d) Any remaining funds to your Account shall be returned to the bank account from which the funds were originally debited. Your funds may be returned to another bank account to which you are the beneficiary in exceptional circumstances and as long as you provide us with the required documents to verify that the account belongs to you;
(e) If such an account does not exist or cannot be verified, the Company shall contact you to request the details of a withdrawal account and the necessary supporting documents. You will be required to provide the requested information and documentation within a certain timeframe from the date of the Company’s request;
(f) If you fail to provide the required account details or documentation within the specified timeframe, the Company reserves the right to restrict your trading Account. Upon receipt and verification of the

required information, the Company shall return your funds.

17.1.5. Where these Terms have been terminated, in accordance with the Clauses included in Part 17, no penalties shall be imposed, however:

a. all amounts payable by you to us will become immediately due and payable including (but without limitation):

i. all outstanding fees, charges and commissions;

ii. any dealing expenses incurred by terminating these Terms; and

iii. any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

b. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions regarding the closing of your positions.

c. The Company shall return any Client funds remaining in your Account as described in Clause 17.1.4.(c).

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

17.1.7. Where you are a natural person, who has accepted these Terms and are bound by them, you understand and acknowledge that, subject to the provisions of the Distance Trading of Financial Services Consumers Law of 2004 (L.242(I)/2004), the Company is exempted and has no obligation, pursuant to Article 11, from applying the right of withdrawal, as provided in Article 10(1) of the Law L.242(I)/2004, due to the nature of the provided financial services, whose price depends on fluctuations in the financial market, which fall outside the Company's control. Irrespective of the aforesaid, you may terminate these Terms and withdraw from the business relationship in accordance with the provisions outlined under PART 17 of these Terms.

17.1.8. The Company reserves the right to terminate the Agreement immediately and without prior notice if it has reason to believe that the Client has misrepresented their age or is otherwise under the minimum legal age required to enter into this

Agreement.

17.1.9 The Company hereby notifies the Client that it will terminate this Agreement for the purpose of transferring the Client relationship to another regulated entity affiliated with the Company and under common ownership, namely Capital Com Group Ltd, a Cyprus Investment Firm authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) under licence number 463/25 (the "New CIF").

17.1.10 In the event of termination of the Agreement pursuant to clause 17.1.9, the Client authorises the Company to discharge its obligation to return Client funds by crediting the Client's account opened with the New CIF.

17.2. Existing rights

17.2.1. Termination shall not affect the outstanding rights and obligations and Transactions which shall continue to be governed by these Terms and the Parts agreed between us in relation to such Transactions until all obligations have been fully performed.

17.2.2. The Company may terminate the Agreement immediately without giving any notice see terms mentioned in chapter 9.12.

17.2.3. The termination of the Agreement shall not in any case affect the rights which have arisen existing commitments or any contractual provision
which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- Any pending fee of the Company and any other amount payable to the Company;
- Any charge and additional expenses incurred or to be incurred by the Company as result of the termination of the Agreement;
- Any damages which arose during the arrangement or settlement of pending obligations.

17.3. The Company shall terminate the Agreement with the Client in case the Client will not behave in an appropriate manner towards Capital.com or any of its employees (such inappropriate behaviour can include but is not limited to Swearing, Abusive Language, Racism, Discrimination, Harassment, Defamation, Abuse of the Chat /

Email System, Misuse of Social Media Channels and Spam). The Company reserves the right to terminate the Clients Agreement in these circumstances.

17.4. The Company is not obliged to inform the Client on what grounds it has decided to terminate the Agreement with the Client.

PART 18. EXCLUSIONS, LIMITATIONS AND INDEMNITY

18.1. General Exclusion

18.1.1. Neither we nor our directors, officers, employees or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under these Terms (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud.

18.1.2. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

18.1.3. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

18.2. Tax Implications

18.2.1. Investing in financial instruments may be subject to tax depending on the jurisdiction where you are residing. However, this will depend on your personal circumstances. The Company does not provide any advice to its clients on any tax issues related to any of its services. Thus, you should seek independent tax advice if you are unsure on tax implications due to our services.

18.2.2. Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

18.2.3. You understand that certain transactions in certain financial instruments may carry a tax obligation under any applicable tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such a tax obligation, we shall pass it on to you by debiting from your Account.

18.3. Changes in the Market

18.3.1. Market Orders are executed at the bid/ask prices offered through us. Pending orders are created at a market price requested by you and offered through us, which can be the price you requested or better/worse depending on the market conditions and the type of order you requested subject to Clause 8.2. ("Types of Orders Accepted**")**.

18.3.2. We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction in case of technical failure of the Capital.com Online Trading Platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

18.3.3. Market conditions can cause temporary delays to the execution of Orders. Therefore, before placing a new Order for the same Investment (CFD), the Client is obliged to make sure that the previous pending Order is canceled. It is the client's obligation to make sure that any earlier pending Order(s) is/are cancelled. Capital.com is not responsible for any loss of the Client in this regard.

18.4. Events of Force Majeure, Limitation of Liability & Manifest Error

18.4.1. We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, it is stated that Capital.com does not bear any responsibility, for any loss of the client in connection with the below points ("Events of Force Majeure").

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

18.4.3. Any partial or full default of our obligations by reason of any cause or event beyond the Company's reasonable control, including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement;

18.4.4. any superior force, any event that encompasses acts of god (such as earthquakes or tsunamis, etc.), certain acts of man of a disruptive and unforeseeable nature, industrial action, epidemics, pandemics, actions by government agencies, or work stoppages, any material change in economic conditions or any other event, that is beyond the reasonable control and was and whose effects could not be avoided by reasonable measure;

18.4.5. the suspension or failure of any financial instrument, the suspension or closure of any markets, exchanges, the nationalisation and/or government sequestration, the failure of any of Platform's suppliers, intermediate brokers, agents or principals, dealers, etc., for any reason, to perform its obligations. In any such event the Company will try to take reasonable steps to mitigate the effect of the said event in order to continue operations and to continue to provide the Client with services;

18.4.6. Manifest Error

18.4.6.1. We reserve the right to unilaterally either void from the outset or amend retroactively the conditions of any Transaction that contained or was based on any error that we reasonably believe to be obvious or palpable (a 'Manifest Error').

18.4.6.2. If, in our discretion, we choose to amend the conditions of any Transaction with a Manifest Error, the amendments will reflect the conditions that we reasonably believe would have been fair at the time the Transaction was entered into.

18.4.6.3. In deciding whether an error is a Manifest Error we shall act reasonably and we may take into account any relevant market practice and/or any relevant information including, without limitation, the state of the relevant underlying market(s) at the time of the alleged Manifest Error, or any connected error in, or lack of clarity of any information source or pronouncement upon which we base our quoted prices or form other trading conditions.

18.4.6.4. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us that was voided from the outset or amended retroactively as provided for in this Clause will not be taken into account in deciding whether or not there has been a

Manifest Error

18.4.6.5. In the absence of fraud, wilful misconduct or gross negligence on our part, we will not be liable to you for any losses, costs, claims, demands or expenses of any sort following or related (either directly or remotely) to a Manifest Error (including, where the Manifest Error is caused by any information source, commentator or official on whom we reasonably rely).

18.4.6.6. If a Manifest Error has occurred and we choose to exercise our right to void from the outset the affected the Transaction and you have already received any monies from us in connection to the affected Transaction, you agree that those monies become immediately due and payable to us and you shall be liable to return the initial amount received to us immediately.

18.4.6.7. If a Manifest Error has occurred and we choose to exercise our right to amend retroactively the conditions of the affected the Transaction and you have already received any monies from us in connection to the Transaction with the Manifest Error, you agree that those monies become immediately due and payable to us and you shall be liable to return the initial amount received to us immediately. If based on the results of the retroactive application of the fair conditions as provided for in Clauses 18.4.3.3 – 18.4.3.4 above, the Company shall owe you any monies, such monies shall be transferred to your Account in a timely manner. Similarly, if as a result of the retroactive application of such fair conditions, you shall owe the Company any monies, such money should be transferred by you to the Company in a timely manner.

18.4.6.8. The Company shall notify you regarding the Manifest Error and the way the Company shall proceed to rectify it within 5 (five) Business Days after it has established the existence of such Manifest Error.

18.4.6.9. In case of a Manifest Error, the Company may take any appropriate measures necessary to rectify the consequences of such Manifest Error, which may include, among other things, the suspension, freezing or immediate closing of any of the Client's positions.The Company may in its own discretion reverse, amend or void any incorrect entry in your Account, including but not limited to the entries in respect of Transactions, pending orders, deposits and withdrawals.

18.5. Responsibility for Orders

You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

18.6. No Other Representations

You acknowledge that you have not relied on or been induced to enter into these Terms by a representation other than those expressly set out in these Terms. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in these Terms and that is not fraudulent.

18.7. Indemnity

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any deficiency on the balance of your Account(s) (excluding negative balances that are covered under Negative Balance Protection (clause 8.20.)) with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your Account(s) or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under these Terms (including any Transaction) or by the enforcement of our rights.

PART 19. DESCRIPTION AND ACKNOWLEDGMENT OF RISKS

19.1. General Risks

The Company shall provide you in good time before the provision of investment services or ancillary services with a general description of the nature and risks of financial instruments, taking into account, in particular, the Client's categorisation as either a Retail Client or Wholesale Client. That description shall explain the nature of the specific type of instrument concerned, the functioning and performance of the financial instrument in different market conditions, including both positive and negative conditions, as well as the risks particular to that specific type of instrument in sufficient detail to enable the Client to take investment decisions on an informed basis.

The description of risk referred above will include, where relevant to the specific type of instrument concerned and the status and level of knowledge of the Client, the following elements:

a. The volatility of the price of such instruments and any limitations on the available market for such instruments;

b. Information on impediments or restrictions for disinvestment, for example as may be the case for illiquid financial instruments or financial instruments with a fixed investment term, including an illustration of the possible exit methods and consequences of any exit, possible constraints and the estimated timeframe for the sale of the financial instrument before recovering the initial cost of the transaction in that type of financial instruments;
c. The fact that a Client might assume, as a result of transactions in such instruments, financial commitments and other additional obligations, including contingent liabilities, additional to the cost of acquiring the instruments;
d. Any margin requirements or similar obligations, applicable to instruments of that type.
e. We offer our clients multiple trading platforms for their convenience. By using the platforms we offer, you acknowledge and understand that there might be, amongst others, differences between the way in which margin is calculated and margin call notifications are displayed to you. Please consider the differences and familiarise yourself with how your preferred choice of Online Trading Platform operates by using a demo or by contacting us.

For more information please refer to the Company's Risk Disclosure Statement which is available on our Website.

19.2. Risks of CFDs over cryptocurrencies

19.2.1. Cryptocurrencies are highly volatile underlying assets. The market conditions can be changed significantly in a very short period of time and are not predictable. High price volatility of cryptocurrencies and leveraged character of CFDs trading may have significant impact to your trades and therefore may lead to higher risk of losing money.

19.2.2. In addition to the general risks, specifics and characteristics of CFDs trading referred to in the Agreement with you (including these Terms and the Company's Risk Disclosure Statement which is available on our Website), you should understand the following when trading with CFDs over cryptocurrencies:

a) CFDs over cryptocurrencies are leveraged products which, along with high volatility of cryptocurrencies prices, can rapidly generate losses due to underlying market movement.

b) Due to the rapid cryptocurrencies market movements which can be against your positions, you may be required to provide additional funds quickly to comply with margin requirements.

c) Sudden cryptocurrencies price movements may cause the price at which execution occurs to be different to the price specified in your order.

19.2.3. Trading with CFDs over cryptocurrencies can be affected by the crypto events which are any actions or events that would have an effect on the physical characteristics, protocols, price, ability to trade or any other features of the affected cryptocurrencies, including but not limited to ("Crypto Events"):

- "Forks" which are the circumstances when the blockchain protocols operating the underlying cryptocurrencies are modified or changed in any way.This may affect the characteristics of cryptoassets operated by the relevant blockchain protocol, including their pricing, which may impact trading with CFDs over such cryptocurrencies accordingly;
- "Airdrops" which are the events when the cryptocurrencies are being sent to the personal crypto wallets with promotional purposes for free or in exchange for some conditions to be satisfied, which may significantly affect the price of cryptocurrencies;
- any other events which may affect the characteristics of underlying cryptocurrencies and trading with CFDs over such cryptocurrencies.

19.2.4. In case of Crypto Events we may at our own discretion:

- suspend trading with affected cryptocurrencies;
- decide which version of the affected cryptocurrencies is to be supported for trading with CFDs which may result in adjustments of your positions accordingly;
- close your positions and pending orders as per Clause 8.24 of these Terms;
- cease to offer CFD trading with the affected cryptocurrencies.

You acknowledge that the Crypto Events are beyond the

Company's control, and therefore the Company is not responsible for any loss arising from the Crypto Events.

19.2.5. When you placed an order for trading with CFDs over cryptocurrencies when the market of underlying cryptocurrencies was suspended (or shortly upon the suspension), we will endeavour to execute it in the soonest possible time when the trading is renewed. However, we are not responsible for any losses in regard to these orders, including in respect of the execution price which can be differ from the market prices when the trading was suspended and from the market prices which are available immediately upon the renewal of trading.

PART 20. MISCELLANEOUS

20.1. Amendments

20.1.1. Shall the Company introduce any material amendments to the present Terms, you will be notified accordingly by means of the app and/or by e-mail of such material amendments. You will be given 48 hours from the moment the notice has been dispatched ("48 Hours") by the Company to decide on whether you would want to proceed under the new Terms. Upon the expiration of these 48 Hours you shall be deemed to have provided consent to the application of the new Terms.

20.1.2. If you disagree with the application of the new Terms you must get in touch with the Company by utilising the e-mail stated in Clause 20.2 ("Notices") below prior to the expiration of the 48 Hours, clearly state that you no longer wish to be a Client of the Company and discontinue your use of the Services.

20.1.3. If you send us such notice of disagreement mentioned in Clause 20.1.2 above you will not be allowed to open any new positions from the moment we receive such notice and you will be prompted to close any of your outstanding positions prior to the expiration of the 48 Hours. If you fail to do so, we will have the discretion to automatically close all of your positions upon the expiration of the 48 Hours. We will process the termination of your Account and any relevant issues as provided for herein and the Applicable Regulations.

20.2. Notices

20.2.1. Unless otherwise agreed, all notices, instructions and other communications to be given by us under these Terms shall be given to the contact details provided by you to us. Likewise, all notices, instructions and other communications to be given by you under these Terms shall be given to us in writing at the address below:

Name: Capital Com SV Investments Ltd

Address: Vasileiou Makedonos 8, Kinnis Business Center, 2nd floor, 3040, Limassol, Cyprus

Email Address: support@capital.com

You shall notify us of any change of your information for the receipt of notices, instructions and other communications immediately.

20.3. Record Keeping

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

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

20.3.3. The Company shall keep records of the content and timing of instructions received from you. A record of the allocation decisions taken for each operation shall be kept providing for a complete audit trail between the movements registered in clients' accounts and in the instructions received by the investment firm. In particular, the final allocation made to each investment Client shall be clearly justified and recorded. The complete audit trail of the

material steps in the underwriting and placing process shall be made available to competent authorities upon request.

20.3.4. You have the right to request and receive records of telephone and electronic communications that are related to reception, transmission and execution of your orders. Such records will be kept by the

Company for a period of 5-6 years from the end of business relationship with you according to the relevant regulations (please refer to our [Privacy Policy] for more details). Without limiting the foregoing, the Company is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA. 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 Client may contact the Company for additional information and/or clarifications prior to accepting these Terms and Conditions.

20.4. Electronic Communications

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

20.4.2. If the Company accepts, on an exceptional basis, Orders placed by the Client through channels other than the Online Trading Platform (e.g. emails, chats, other communication means), it will keep records of such Orders. In case of face-to-face conversations with the Client, the content of such will be recorded by using written minutes or notes.

20.4.3. The Company shall establish, implement and maintain a recording of telephone conversations and electronic communications policy, set out in writing, and appropriate to the size and organisation of the Company, and the nature, scale and complexity of its business. The policy shall include the following content:

a. the identification of the telephone conversations and electronic communications, that are subject to the recording requirements in accordance with Article 16 (7) of the MiFID II Directive;

b. the specification of the procedures to be followed and measures to be adopted where exceptional circumstances arise and the firm is unable to record the conversation/communication on devices issued, accepted or permitted by the Company. Evidence of such circumstances shall be retained and shall be accessible to competent authorities.

20.5. Our Records

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

2. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

3. The records will be retained in a medium that allows the storage of information in a way accessible for future reference by the competent authority, and in such a form and manner that the following conditions are met:
   i. the competent authority is able to access them readily and to reconstitute each key stage of the processing of each transaction;
   ii. it is possible for any corrections or other amendments, and the contents of the records prior to such corrections or amendments, to be easily ascertained;
   iii. it is not possible for the records otherwise to be manipulated or altered;
   iv. it allows IT or any other efficient exploitation when the analysis of the data cannot be easily carried out due to the volume and the nature of the data; and
   v. the firm's arrangements comply with the record keeping requirements irrespective of the technology used.

20.6. Your Records

You agree to keep adequate records in accordance with the Applicable Laws and Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our Website or mobile app. You may request to receive your statement monthly or quarterly via email, by providing such a request to the support department.

20.7. Confidential Information

20.7.1. The Company does not have any obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.

The Company has the right, without informing the Client beforehand, to disclose such details of the Client's transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by Law.

The Company will handle all of Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data. For more information please refer to the Company's Privacy Policy.

20.8. Investor Compensation Fund (the “”ICF”)

20.8.1. We participate in the Investor Compensation Fund for clients of Investment Firms regulated in Cyprus. You will be entitled to compensation under the Investor Compensation Fund where we are unable to meet our duties and obligations arising from your claim. Any claims related to trading CFDs on virtual currencies are currently not subject to the Investor Compensation Fund scheme. For further details please refer to the Investor Compensation Fund. Policy.

20.8.2. The amount of compensation payable to each covered client is calculated in accordance with the legal and contractual terms governing the relation of the covered client with the Company, subject to the setoff rules applied for the calculation of the claims between the covered client and the Company. The calculation of the payable compensation derives from the sum of total established claims of the covered client against the Company, arising from all covered services provided by the Company and regardless of the number of accounts of which the client is a beneficiary, the currency and place of provision of these services.

20.8.3. The maximum amount of cover by the ICF is either the

90% of the cumulative covered claims of the covered investor, or the amount of €20.000.

The Investor Compensation Fund does not cover Professional Clients but only retail clients of CIFs.

20.8.4. The Company does not provide any further guarantee of funds or other compensation arrangements, not covered by laws relevant to the deposit guarantee or investor compensation schemes, including Law 87(I)/2017, as amended.

20.9. Complaints Procedure

20.9.1. We are obliged to have in place internal procedures for handling complaints and inquiries fairly and promptly. In the event you are dissatisfied with the Electronic Services provided to you by the Company you can submit the claim through the "Complaints Procedure" section of our Website or send to the following e-mail address: complaint@capital.com. You must provide the following information to assist us in dealing with your complaint:

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

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

20.9.2 To resolve your complaint, we will take the following steps:

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

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

20.9.2.2. In the event that our final decision does not fully satisfy you, you may refer your complaint to the Financial Ombudsman of the Republic of Cyprus ('The Financial Ombudsman'). The Financial Ombudsman is an independent service for settling disputes for Cyprus Investment Firms and their clients. The Company will inform the complainant that he/she may refer the complaint, if not satisfied with the Company's final response, to the Financial Ombudsman. The Company will always provide the contact details of the Financial Ombudsman in its final response.

20.10. Transfers & Assignment

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

20.11. Time is of Essence

Time shall be of the essence in respect of all obligations of yours under these Terms (including any Transaction).

20.12. Rights and Remedies

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

20.13. Set-off

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

20.14. Partial Invalidity

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

20.15. Data Protection

The Company and its related entities are responsible for the protection of the privacy and the safeguarding of your personal and financial information.

Your personal data are safely stored in the Company's electronic systems and are treated as confidential. The Company will not disclose any of the Client's personal data to a third party that is not an affiliate, partner, or an associate related to the provision of services to the Client, unless we have your consent

or the Company is required to do so by an official government regulatory authority or a competent jurisdiction. The Company will not hold any information about its Clients' debit or credit cards, or any payment method used by a Client to make his/her deposit not required by the Applicable Regulations and will at all times be in compliance with the undertaken cardholder data security standards.

The Privacy Policy outlines how we manage the personal information we hold about our clients through their interaction with the company on social media or any other dealing with us. We are also bound by principles contained in the General Data Protection Regulation (GDPR) (EU) 2016/679. The Company's contact with regards to any queries about Data protection will be the Compliance Department which can be contacted through email on: GDPR@capital.com You can also reach out to our Data Protection officer by email: dpo@capital.com

For more information please refer to our Privacy Policy.

20.16. Monetary and non-monetary benefits

The Company does not offer any monetary or non-monetary benefits to its Retail Clients or public in relation to the marketing, distribution and sale of CFDs. The only benefits that can be offered to the existing Clients will not be related to promotion of the Electronic Services or encouraging our clients to trade or to trade in higher volumes, but can be related to enhancement of the level of our services, such as offerings of zero spreads or benefits for participation in polls, questionnaires, reviews etc.

20.17. Spanish Clients

The Company trades CFDs. CFD is a product that is complex and difficult to understand. The National Securities Market Commission of Spain (Comisión Nacional del Mercado de Valores) has determined that, due to the complexity of the CFDs and the risks involved, the purchase of CFDs by retail investors is not appropriate/suitable. A CFD is also a leveraged product and the losses incurred may be the entire amount invested.

For Clients that are residents of Spain ("Spanish Clients"), a special set of required warnings regarding CFDs will be shown by the Company. The Company shall also obtain a typed statement from each of our Spanish

Clients acknowledging his or her understanding that CFDs are complex products that are not appropriate/suitable for retail clients.

20.17.1. If we determine that our product is appropriate and suitable for a Spanish Client the following warning will be shown to that Client:

"You are about to purchase a CFD, a product that is complex and difficult to understand. The National Securities Market Commission of Spain (Comisión

Nacional del Mercado de Valores or CNMV) has determined that, due to the complexity of the CFDs and the risks involved, the purchase of CFDs by retail investors is not appropriate/suitable. Nevertheless, Capital.com has assessed your knowledge and experience and has determined that CFDs are appropriate for you.

The CFD you are about to purchase is a leveraged product. Please be aware that the losses incurred may be the entire amount invested.

Please be aware that if you decide to close your position immediately after purchasing you will have to pay [the relevant amount and currency shall be indicated]".

Prior to the first two (2) trades, the Spanish Client will be prompted to electronically sign the pages where the special warning appears and they will be able to make a statement by typing the following wording:

"This product is complex and CNMV has determined that it is not convenient for me".

20.17.2. if we determine that our product is unsuitable for a Spanish Client the following warning shall be shown to that Client:

"You are about to purchase a CFD, a product that is complex and difficult to understand. The National Securities Market Commission of Spain (Comisión Nacional del Mercado de Valores) has determined that, due to the complexity of the CFDs and the risks involved, the purchase of CFDs by retail investors is not appropriate/suitable. Capital.com has assessed your knowledge and experience and has determined that CFDs are unsuitable for you.The CFD you are about to purchase is a leveraged product. Please be aware that the losses incurred may be the entire amount invested.

Please be aware that if you decide to close your position immediately after purchasing you will have to pay [the relevant amount and currency shall be indicated]".

Prior to the first two (2) trades a Spanish Client will be prompted to electronically sign the pages where the special warning appears and they will be able to make a statement by typing the following wording:

"This product is complex and has been determined as unsuitable for

me".

20.17.3. if we determine that we do not have enough information to assess our CFDs are appropriate/suitable for a Spanish Client the following warning shall be shown to that Client:

"You are about to purchase a CFD, a product that is complex and difficult to understand. The National Securities Market Commission of Spain (Comisión Nacional del Mercado de Valores) has determined that, due to the complexity of the CFDs and the risks involved, the purchase of CFDs by retail investors is not appropriate/suitable. Capital.com has assessed your knowledge and experience and has determined that it does not have enough information to determine whether the CFDs are convenient for you.

The CFD you are about to purchase is a leveraged product. Please be aware that the losses incurred may be the entire amount invested.

Please be aware that if you decide to close your position immediately after purchasing you will have to pay [the relevant amount and currency shall be indicated]".

Prior to the first two (2) trades a Spanish Client will be prompted to electronically sign the pages where the special warning appears and they will be able to make a statement by typing the following wording:

"This is a complex product and due to the lack of information provided, it could not be determined as convenient for me".

The special warnings for Spanish Clients and their relevant typed statements shall form a part of the contractual documentation between the relevant Spanish Client and the Company. A record will be kept of the typed statements made by Spanish Clients that will be readily available for review and inspection by the CySEC or any other competent authority.

20.17.4. All of our advertising materials that will be available to Spanish Clients shall include the following statement:

"Difficult product to understand, CNMV has determined that it is not suitable for retail investors due to its complexity and high risks involved".

20.17.5. The Spanish Client will be given the opportunity to expressly declare and acknowledge that he or she is fluent in English and therefore can understand and accept all warnings he or she was provided in English as well as acknowledge that he or she understands the relevant typed statement made in English. If the Spanish Client will not be able to make such a declaration, all the relevant warnings will be provided in Spanish and the Spanish Client will be asked to type the statement in Spanish.

20.18. Polish Clients

20.18.1 A resident of Poland ("Polish Client") by accepting these Terms agrees in relation to all of its contractual arrangements with the Company to:

(a) the submission of all declarations of intent in electronic form by the Polish Client and the Company;

(b) the conclusion of any agreement between the Polish Client and the Company in electronic form, including these Terms;

(c) have communications with the Company in electronic form.

Should a resident of Poland decide to be categorised as a professional, a set of additional rules and procedures set by Polish Financial Supervision Authority (UKNF) will be applicable.

20.18.2 Experienced Retail Clients Retail Clients that reside in Poland can be reclassified as Experienced Retail Clients upon their written request and contingent on the below conditions of eligibility. The respective client must:

1. Reside in Poland; and
2. Maintain at least one (1) of the following combinations of trading activity during the course of the preceding twenty four (24) consecutive months:
   - 10 opening trading positions with a nominal value of 50,000 EUR each (or the PLN equivalent) per quarter for four quarters; or
   - 50 opening trading positions with a nominal volume of 10,000 each (or the PLN equivalent) per quarter for four quarters; or
   - 40 opening trading positions with a total nominal value of 2,000,000 EUR (or PLN equivalent) per quarter for four quarters; and
3. Have theoretical knowledge and/or professional

experience, which can be confirmed with either of the following:

- Successfully completed training of minimum 50 hours on derivatives, including CFDs, as evidenced by relevant certificates or endorsements issued on the basis of knowledge verification by relevant training providers, within the last 12 months. The course may be provided by the Company; or
- Relevant professional certificates, in particular: Investment Adviser, Securities Broker, Chartered Financial Analyst, Financial Risk Manager, ACI Dealing Certificate, ACI Diploma, or a relevant field of study; or
- a confirmation of work in a position which requires professional expertise in dealing in CFDs or other derivatives, for at least one year .

The relevant clients will be asked to provide supporting documentation as evidence of meeting the above requirements as part of the reclassification process. Please note that you will be responsible for informing the Company of any changes that may affect your categorization.

The Company shall verify the compliance of the status of the Experienced Retail account at least once a year and reserves the right to reverse the status of the account to initial if the above conditions are no longer satisfied.

20.18.3 **Trading Conditions applicable to Experienced Retail Clients**

Experienced Retail clients shall be eligible to trade with the below maximum leverage limits:

- **100:1** for currency pairs (USD /EUR /JPY /GBP /CAD /CHF)
- **100:1** for indices (FTSE100, CAC40, DAX30, DJIA, S&P 500, NASDAQ, Nikkei225, ASX200, EUROSTOXX 50)
- **100:1** for Gold

Experienced Retail clients shall be covered by the Margin Close-Out Protection. The standardised margin close-out rule has been set at 50% of the total initial margin. Please refer to the Company's Leverage and Margin Policy here.

Experienced Retail clients shall be covered by the Negative Balance Protection. Please refer to Section 8.20 of the present Terms and the Company's Leverage and Margin Policy here.

Experienced Retail clients shall be eligible for the Investor Compensation Fund. Please refer to Section 20.8 of the present Terms and the Company's Investor Compensation Fund Policy here.

Experienced Retail clients shall have access to the Financial Ombudsman Service. Please refer to Section 20.9 of the present Terms.

Assets belonging to Experienced Retail clients shall be considered as "Client Assets", and provisions included in Section 10 of the present Terms will be applicable.

20.19. French Clients

The provision of Services on CFDs (i) to a non-professional Client, or to a potential Client who cannot be considered to be a professional Client with certainty and (ii) who is located in France at the time of acceptance of these Terms ("French Client") is automatically subject to the following special procedure of placing and executing a Guaranteed Stop Loss Order:

A Guaranteed Stop Loss Order for a French Client is an order that is automatically attached to all orders of a French Client to close a position at an exact price determined by a French Client that is worse than the current price, but under no circumstances is at the level that can lead to losing more than the French Client initially invested in placing this specific order. A French Client is therefore contractually not provided with the possibility to place a Guaranteed Stop Loss Order at the level that can lead to losing more than he initially invested in a specific order. This order type represents the protection mechanism that structurally prevents a French Client from losing an amount greater than the amount initially invested. When accepting a Guaranteed Stop Loss Order from a French Client we guarantee that when our bid or offer quote goes beyond the specified price, we will close the position at exactly the price specified, in this way we guarantee that a French Client will never lose more than the amount he invested in placing an order. An open position can be closed at the initiative of a French Client before reaching the Guaranteed Stop Loss Order level.

Note: The Hedging mode option is currently not possible for French Clients.

20.20. Portuguese Clients

By accepting this Agreement, Portuguese Clients agree that they have read and understood the present Agreement as well as the Key Information Documents being an integral part of these Agreement.

Portuguese Clients also expressly state the following as part of the acknowledgement:

a. I have received a copy of the KID for this product prior to subscribing or acquiring it; and
b. I have read and understood the features and risks underlying my investment decision; and
c. I am aware that I am exposed to the credit risk of the entities mentioned in the KID; and
d. I may also loose all of the amount I have invested.

PART 21. GOVERNING LAW AND JURISDICTION

21.1 Governing Law

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

21.2. Jurisdiction

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

21.3. Proceedings for Polish and German Clients

Despite the provisions in Section 21.1 herein, Polish and German resident clients may at their own discretion refer any of the Proceedings related to these Terms to the competent courts in Poland or Germany accordingly.

21.4. Waiver of Immunity and Consent to Enforcement

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

21.5. Service of Process

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

PART 22. PILLAR III

Following the implementation of the EU Regulation 575/2013 the Company is required to disclose information relating to its capital as well as the risks that the Company is exposed to. The Company's policy is to meet all required Pillar III disclosure requirements as detailed in the Capital Requirements Regulation (CRR). This report is published on the Company's website at https://capital.com/en-eu/terms-and-policies/regulatory-publications.

Terms and Conditions
Version 21, July 2026

APPENDIX A. KNOCK-OUT OPTIONS

This Appendix A sets out the specific terms under which you may trade the Knock-out Options with Capital Com SV Investments Limited. This Appendix A, being an integral part of the Terms and Conditions ("Terms"), should be read and applied in conjunction with other provisions of the Terms and in addition to them. If the provisions of this Appendix A conflict with other provisions of the Terms, this Appendix A shall prevail with respect to trading the Knock-out Options. Other provisions of the Terms shall apply to this Appendix A appropriately, unless otherwise expressly stipulated or inconsistent with the nature or content of this Appendix A.

The Knock-out Options are complex instruments involving the risk of losing the invested money. An explanation of some of the risks associated with the Knock-out Options trading is set out in the Risk Disclosure Statement, and you should ensure that you fully understand such risks before trading.

1. DEFINITIONS

For the purposes of this Appendix A, the following definitions below apply, collectively with the Part 2 "Definitions" of the Terms.

Knock-out Option ("KO Option", "KO", "Option") means a derivative financial instrument with a value of a right to buy or sell an underlying asset unless the underlying asset's price reaches the KO Level and the KO Event occurs. KO Options are cash settled only, and no physical delivery of the underlying asset is made to the Client at any point of the Transaction, which means that the Client will not have any right in respect of the underlying asset itself. We offer two types of the KO Options that can be bought by the Client: KO CALL Option and KO PUT Option.

KO CALL Option means a KO Option that allows its buyer to speculate on the price of the underlying asset rising, provided that the underlying asset's price does not reach the KO Level.

KO PUT Option means a KO Option that allows its buyer to speculate on the price of the underlying asset falling, provided that the underlying asset's price does not reach the KO Level.

KO Distance means the difference between the current price of the underlying asset and the KO Level.

KO Event means the event where the price of the underlying asset reaches the KO Level, resulting in the KO Option being automatically closed (liquidated) as worthless.

KO Fee means an amount to be paid by the Client to cover the risk of the KO Event, which forms part of the Option Price. The KO Fee is refundable to the Client when the KO Trade is closed before the KO Event occurs.

KO Level means a predetermined price of the underlying asset which, if reached, results in the KO Option being automatically closed (liquidated) worthless.

KO Trade means buying a KO CALL Option or KO PUT Option by the Client.

Option Price (also referred to "Size in Cash" on the Online Trading Platform) means the total amount that the Client needs to pay upfront in order to buy a KO Option. The Option Price comprises the Total KO Value and the KO Fee.

Total KO Value means a premium paid by the Client to buy a KO Option which forms part of the Option Price together with KO Fee. The Total KO Value is determined by the KO Distance and the number of Options the Client wishes to buy.

Current KO Value means the value of an open KO Trade at any given time which is determined by the sum of the paid Option Price and the Performance of the KO Trade.

Performance reflects any profit or loss based on the underlying asset's price movements after opening the KO Trade at any given time, unless the KO Trade is closed as a result of the KO Event, selling the KO Option by the Client, or closed due to other reasons as set out in this Appendix A.

2. APPROPRIATENESS ASSESSMENT

In order for the Company to ensure that the KO Options are appropriate for the Client, it shall assess the potential Clients' knowledge of this product as required under Clause 3.10 of the Terms.

Furthermore, before the Company enables the Client to trade KO Options, the Client must successfully complete a questionnaire designed to assess their understanding of the KO Options as a financial instrument. If the Client does not pass the questionnaire, they will not be permitted to trade with the KO Options. By attempting the questionnaire, the Client acknowledges that trading the KO Options involves limited risk, and that the Company may restrict access to such products based on the Client's responses indicated in the test. Where the Client fails to pass the test, there will be a cooling period of 14 days before the Client can be re-examined.

3. TRADING KO OPTIONS

3.1. Non-margin trading

KO Options are not traded with margin. The Client should pay the Option Price to open a KO Trade which constitutes a limited maximum risk of the Client's loss.

For trading KO Options, Part 11 "Margining arrangements" and Part 12 "Leverage arrangements" of the Terms do not apply.

3.2. Opening a KO Trade

In KO Option trading, the Client may open a KO Trade buying one or more Options speculating that the price of the underlying asset will rise (i.e. the Client buys a KO CALL option) or that the price of the underlying asset will fall (i.e. the Client buys a KO PUT option).

To open a KO Trade, the Client is required to set the KO Level for the specific underlying asset and pay the Option Price ("Size in Cash", as it is referred to on the Online Trading Platform).

3.3. No short selling

For the avoidance of doubt, we do not offer short selling of the KO Options. You can only buy a KO CALL option or KO PUT option.

3.4. Setting the KO Level

The KO Level caps the maximum loss the Client may incur while trading with KO Option.

When the Client buys a KO CALL option, the KO Level will be set below the current market price of the underlying asset.

When the Client buys a KO PUT option, the KO Level will be set above the current market price of the underlying asset.

The KO Level may be set within a range of 0.5% to 100% of the price of the underlying asset. The Company reserves the right to change the range of applicable KO Levels from time to time which is available for the Client via the Online Trading Platform. The range of available KO Levels is provided at the sole discretion of the Company, depending on the underlying asset.

3.5. Payment of the Option Price

Opening a KO Trade is conditioned by payment of the Option Price ("Size in Cash"), which is clearly specified for the Client on the Online Trading Platform when they open a KO Trade.

3.6. Current KO Value

Current KO Value is a characteristic of the KO Trade at any given time showing the Total KO Value plus (minus) any Performance.

The Current KO Value may be higher or less than the initial KO value when the Client opens KO Trade (Total KO Value), depending on how the underlying asset's price moves relative to the direction selected by the Client.

When the Client buys a KO CALL Option:

- If the current underlying asset's price is above the underlying asset's price at which a KO Trade was opened, then the Current KO Value is higher than the Total KO Value, and the Client is in profit.
- if the current underlying asset's price is below the underlying asset's price at which a KO Trade was opened (but does not touch the KO Level), then the Current KO Value is less than the Total KO Value, and the Client is at loss.

When the Client buys a KO PUT Option:

- If the current underlying asset's price is below the underlying asset's price at which a KO Trade was opened, then the Current KO Value is higher than the Total KO Value, and the Client is in profit.
- if the current underlying asset's price is above the underlying asset's price at which a KO Trade was opened (but does not touch the KO Level), then the Current KO Value is less than the Total KO Value, and the Client is at loss.

3.7. KO Event

When the KO Event occurs, the KO Option becomes worthless. The invested amount paid by the Client to open a KO Trade, including KO Fee, is not refunded, being the Client's maximum loss based on the predetermined KO Level.

3.8. Closing the KO Trade

KO Trade can be closed in the following cases:

3.8.1. Selling the KO Options by the Client

The Client may close the KO Trade entirely or partially by selling any number of the Options comprising the KO Trade at any time, during the trading hours specified on the Company's Website and/or mobile app, provided that the KO Option has not expired or otherwise closed or liquidated in accordance with these Terms.

3.8.2. Closing the KO Trade at circumstances

The KO Options and relevant KO Trades may be closed by the Company's initiative in some circumstances, such as:

a. maturity of the underlying asset;
b. when the underlying asset is no longer traded or offered on the Online Trading Platform;
c. lack of liquidity from the liquidity providers or changes to the liquidity of the instrument in the market;
d. at the Company's sole discretion;
e. in the specific cases set out in Clause 8.24 of the Terms in relation to the underlying assets-cryptocurrencies (such as delisting, Crypto Events as set out in Clause 19.2.3 of the Terms, or any others as outlined in the Terms).

3.8.3. Closing due to KO Option expiration

Our KO Options have a one (1) year validity period before expiring. On the expiry date, the KO Option will be closed automatically at the current market price of the underlying asset. Any affected pending order(s) will be cancelled. Nothing precludes the Client from closing the KO Trade and cancelling any affected pending orders prior to the KO Option expiry date, unless the KO Event occurs.

3.8.4. Closing due to KO Event

KO Event closes the KO Trade as set out in Clause 3.7 of this Appendix A.

3.9. Settlement of KO Options

Where the KO Trade is closed due to selling the KO Options, KO expiration or other reasons (other than the KO Event), the Client's Account will be credited with the Current KO Value which includes the KO Trade's Performance. The KO Fee is refunded to the Client.

When the KO Event occurs and the KO Option becomes worthless, the Client loses all rights associated with the KO Option, including the amounts paid to open the KO Trade and the KO Fee.

3.10. KO Trade Limits

We may require you to limit the number of the KO Trades (and/or number of Options comprising the KO Trade) which you may have with us at any time, and we may in our sole discretion close out any one or more Transactions in order to ensure that such KO Trades limits are maintained.

3.11. Types of Orders

The provisions of Clause 8.2 of the Terms in regard to the types of Orders accepted shall apply to KO Options accordingly, except the Guaranteed Stop Loss Order which is not applicable for KO Options trading.

The Company may at its own discretion set out the scope of orders which are available on the

Online Trading Platform for trading KO Options, as well as introduce new types of orders or restrictions on a temporary basis regarding a certain type of orders.

3.12. Corporate Events

Provisions in respect of Corporate Events outlined in Clause 8.21 of the Terms shall apply to trading KO Options accordingly.

3.13. Negative Balance Protection

The negative balance protection implemented by the Company on an Account basis for retail clients (Clause 8.20 of the Terms) also applies for the KO Options trading. While trading the KO Options, you can not lose more than the paid Option Price in case of the KO Event (including the KO Fee which is non-refundable when the KO Event occurs).

Where there are no available funds on your Account to cover the overnight adjustments and/or other fees and charges associated with the KO Options trading as the case may be, your KO Trades can be closed to cover the relevant costs starting from the KO Trades with the lowest value, with further implementation of the negative balance protection when this does not suffice, which prevents your balance from falling below-zero and incurring any debts..

3.14. No Margin & Leverage Arrangements

KO Options are not traded with margin. For the avoidance of doubt, the margin arrangements and leverage arrangements (Parts 11,12 of the Terms) do not apply to the KO Options trading.

KO Trades are treated separately from the margin arrangements applicable when you trade with CFDs. That means that your KO Trades can not be used for margin purposes, and the KO Trades are not affected by margin close out rules.

Nevertheless, the adjustments associated with trading the KO Options and applied on an Account basis (such as overnight funding adjustments, dividend adjustments) may affect your margin requirements and cause margin close out.

In the meantime, when the margin level on your Account is at or below the pre-determined level as set out in our Leverage and Margin Policy, you will not be able to open new KO Trades using the funds on your Account, until the margin level is restored.

4. FEES&CHARGES

4.1 KO Fee

Further information in regard to the

KO Fee is provided on our Website and Online Trading Platform.

4.2. Overnight funding adjustment

Overnight funding adjustment is applied for trading KO Options as set out in Clause 5.12 of the Terms. The size of overnight adjustment is specified for each underlying asset on our Website and Online Trading Platform.

4.3. Charges

A copy of our current charges associated with the KO trading is published in the relevant KID and the mobile app. Further information is provided in an aggregated form on the Company's Website (expressed in both as a cash amount and as a percentage). The Company provides you with an itemized breakdown of costs and charges in your personal account on our platform.

The charges in relation to KO trading can be altered in accordance with Clause 5.1.1 of the Terms.

4.4. KO underlying asset prices

The Company will quote to clients two prices which represent the current market prices of the underlying asset:

- "Call" price at which the Client can open a KO Trade buying a KO CALL option, speculating that the price will go up;
- "Put" price at which the Client can open a KO Trade buying a KO PUT option, speculating that the price will go down.

"Call" and "Put" prices are dynamic due to the uncertain nature of the markets. Pricing factors and the Company's pricing procedures are outlined in Clause 5.2 of the Terms.

4.5. Dividends

Adjustments will be made to the Client's Account due to dividend payments related to the underlying asset in respect of which the dividends are paid.

If the Client buys a KO CALL Option, the Company will credit the Client's Account by the amount of the dividends as adjusted, if necessary, for taxation. The dividends received may be further adjusted at the Company's discretion if the KO Event is triggered as a result of the dividend distribution.

If the Client buys a Knock-out PUT Option, the Company will debit the Client's Account by the amount of the dividend, to reflect the Current KO Value resulting in the dividend distribution.

4.6. Currency conversion

Provisions in respect of the currency conversion outlined in Clause 5.8 of the Terms shall apply to trading KO Options accordingly.