ATLANTIS CAPITAL LTD
TERMS AND CONDITIONS

LATEST UPDATED IN JUNE 2026

*IMPORTANT NOTICE: OUR PRODUCTS AND SERVICES MAY NOT BE APPROPRIATE FOR ALL PERSONS AND INVOLVE SIGNIFICANT RISKS, PARTICULARLY FOR RETAIL CLIENTS. BY AGREEING TO THESE TERMS, AND EACH TIME YOU SUBMIT AN ORDER TO US, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS SET OUT IN THESE TERMS AND CONDITIONS AND IN ANY ANNEXURES APPLICABLE TO THE RELEVANT PRODUCTS AND SERVICES, AS AMENDED FROM TIME TO TIME AND MADE AVAILABLE ON OUR WEBSITE.

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Registered Address: Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, St. Lucia

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TERMS AND CONDITIONS

General Information

Please review this Agreement carefully and obtain independent professional advice where appropriate. Any contracts entered into between you and us pursuant to this Agreement are legally binding and enforceable. By signing the Application Form or submitting your application electronically through our website, you acknowledge and agree to be bound by the terms of this Agreement. Once an account has been opened in your name, this Agreement will govern all dealings and transactions between you and us.

About Us

Atlantis Capital Limited is a global online trading provider offering access to a range of financial products, including, without limitation, foreign exchange (FX), contracts for difference (CFDs), indices, and stocks. The Company is authorized to provide financial services to clients in jurisdictions where such services are permitted, excluding United States citizens, and operates in accordance with the applicable laws and regulatory requirements of the jurisdictions from which it conducts its activities.

The Company is authorized to offer the financial products and services described in these Terms and Conditions.

These Terms and Conditions, together with the policies and documents made available on the Company's website, including the "Policy on CFDs on Futures and Indices", "Conflict of Interest Policy", "Deposit/Withdrawal Policy", "Risk Disclosure Policy", "Complaint Handling Procedure", "Website Usage Policy", "Cookie Policy", and "Privacy Policy", as amended from time to time, shall collectively constitute the "Agreement". The Agreement shall also include any other documentation published in the "Legal Documents" section of the Company's website or otherwise communicated to a Client in connection with the Client's participation in any campaign, promotion, loyalty programme, or similar initiative offered by the Company.

The Agreement sets out the terms and conditions upon which the Company provides its Products and Services to the Client and shall govern all CFD trading activities and related dealings between the Client and the Company for the duration of the Agreement.

The Client acknowledges and agrees that the official language of the Company is English. Any translation of the Agreement, or of any other agreement, notice, or communication, may be provided solely for the Client's convenience. In the event of any inconsistency, discrepancy, or dispute, the English-language version shall prevail.

This Agreement supersedes and replaces any prior agreements, arrangements, representations, statements, or understandings, whether express or implied, made by the Company or by any Introducer(s), to the extent that they relate to the subject matter of this Agreement.

The Company shall collect, use, retain, store, and otherwise process the Client's personal information in accordance with the Company's Privacy Policy, as amended from time to time and made available on the Company's website.

The relationship between the Client and the Company shall be governed by this Agreement, including the Client Agreement and any other documents incorporated into it by reference.

This Agreement may be entered into and accepted electronically, including by clicking the relevant acceptance or confirmation button on the Company's website or trading platform. Any such electronic acceptance shall have the same legal force and effect, and shall confer the same rights and obligations upon the parties, as if this Agreement had been executed by handwritten signature.

By completing and submitting the Company's account-opening documentation and/or electronically indicating acceptance of this Agreement, the Client acknowledges, confirms, and agrees to be legally bound by, and to comply with, all terms and conditions contained in this Agreement.

1. Definitions of Terms

In this agreement the following terms and expressions have, unless otherwise requires, the following meanings:

Access Codes: Means any credentials provided by the Company for accessing the Trading Platform or credentials used by the Client to access the Client Portal;

Account Opening Application Form shall mean the application form/questionnaire completed by the Client, on-line on the Company's Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company's Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification, categorization and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

Adjustment Event means in respect of a product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index;

Affiliate shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity;

Agreement shall mean this document (Terms and Conditions), Client Agreement and various documents found on the Company's website, namely "Terms and Conditions", "Privacy Policy", "Risk Disclosure Policy", "Deposit and Withdrawal Policy", "Conflict of Interest", "Policy on CFDs on Futures and Indices", "Complaints Procedure", as amended from time to time and any subsequent Annexures added thereto;

Applicable Regulations means (a) rules of any relevant regulatory authority having powers over the Company and/or its activities; (b) the rules of any relevant Underlying Market; and (c) all other applicable laws, rules and regulations of applicable jurisdiction to the Company where it operates;

Ask shall mean the higher price in a Quote at which the price the Client may buy.

Authorized Person means an individual duly authorized on behalf of the Client to perform under the Agreement;

Balance means the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from an account;

Base currency shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency;

Bid shall mean the lower price in Quote at which the Client may sell;

Business Day shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or bank holidays or any other international holidays to be announced on the Company's Website.

Charges means all charges, fees, mark-up, mark-down or other remuneration payable to the Company under this Agreement in connection with a Transaction;

Client means any natural or legal person to whom the Company provides its Services;

Client Account means any and all accounts for trading opened by the Client with the Company;

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Client's Funding Account means an account held in the name of the Client and/or the name of the Company on behalf of the Client with a bank or other institution or any electronic payment provider or a credit card processor;

Client Money shall mean the funds deposited by the Client for the purposes set forth in this Agreement and which Client Money will be segregated from the money of the Company;

Client Portal refers to a secure, web-based interface provided by a trading platform company that allows registered users (clients) to access and manage their trading accounts;

Trading Platform shall mean the third-party platform or the Atlantis trading platform, or any other trading facility provided by the Company, including but not limited to web-based and mobile applications, which the Client uses to access real-time information on Underlying Markets, execute or cancel Transactions and Orders, receive notifications from the Company, and maintain records of trading activity;

Closed Position shall mean the termination of an Open Position by executing an opposite transaction of the same size and instrument, thereby completing the contract.

Completed Transaction shall mean two opposite trades of the same size and instrument in CFD trading, such as opening a position by buying and then closing it by selling, or vice versa.

Company's Website means the Company's website i.e., www.capitalatlantis.com;

Contract for Difference (CFD) shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instruments;

Contract Specifications shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges Partner's commission/third party commissions etc) for each type of CFD as determined by the Company from time to time.

Currency of the Client Account shall mean the currency that the Client Account is denominated, which shall be USD unless otherwise agreed by the Company in writing to use a different currency.

Corporate Action means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

Currency Pair shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

Electronic Systems means any electronic trading facility offered by the Company (e.g. third party trading platforms, web-based platforms, mobile platforms, etc.), including the Client Portal on or through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading with or through the Company including any hardware, software and/or communications link;

Equity means with respect to a Client's Account the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position) – which can be expressed as follows: Balance +/- Open Positions – Spread - Charges;

Error Quote (Spike) shall mean an error Quote having the following characteristics:

a) A significant Price Gap; and

b) In a short period of time the price rebounds with a Price Gap;

c) Before it appears there have been no rapid price movements; and

d) Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

Floating Profit/Loss shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

Financial Instruments means any Contracts for Differences on spot Forex, spot precious metals, futures, shares or any other commodities available for trading, as well as options, futures, swaps,

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forward rate agreements and any other derivative contracts relating to securities, commodities, currencies, interest rates or yields, or other derivative instruments;

Forex means trades on the foreign exchange market;

Free Margin means the amount of funds in the Client's Account in excess of the Margin requirement and available as collateral for trading; Free Margin shall be calculated as: Equity less (minus) Necessary Margin. (Free Margin = Equity – Margin);

Hedged Margin shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

Hedged Positions shall mean long and short positions of the same size and instrument, opened on the trading account.

Indicative Quote shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

Initial Margin shall mean the necessary margin required by the Company so as to open a position in CFD trading.

Instant Execution means an order execution method in which the Client's order is executed at the exact price requested by the Client or not executed at all.

Introducing Broker means any legal entity or a natural person obtaining remuneration from the Company for introducing Clients to the Company as per the provisions of an introducing or affiliate agreement entered into between the Parties;

Leverage shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size;

Long Position shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

Lot shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

Lot Size shall mean the number Underlying Assets in one Lot in a CFD.

Margin shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

Margin Call shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

Margin Level shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

Market Execution shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

Market Order shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

Maximum deviation is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

Necessary Margin shall mean the necessary Margin required by the Company so as to maintain Open Positions in CFD trading.

Open Position shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

Order shall mean an instruction from the Client to trade in Financial Instruments.

Parties shall mean the parties to the Client Agreement.

Paying Agent means any third party (e.g., a Local Agent) who is authorized by the Client to act on their behalf for the purpose of transferring, depositing, or delivering payments. For the avoidance of doubt, a Paying Agent shall apply only in the context of corporate transactions.

Pending Order shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

Politically Exposed Persons shall mean:

i. an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals. For the purposes of this definition, PEPs may be:

ii. domestic or foreign and generally comprise persons who are Heads of State/government, cabinet ministers/secretaries of state, judges (including magistrates where they exercise enormous jurisdiction), senior political party functionaries and lower political party functionaries with an influencing connection in high ranking government circles, military leaders and heads of police and national security services, senior public officials and heads of public utilities/corporations, members of ruling royal families, senior representatives of religious organizations where their functions are connected with political, judicial, security or administrative responsibilities; family members of PEPs which cover persons in consanguine and affinity relations with PEPs;

iii. close associates of PEPs which comprise personal advisers/consultants to, close business colleagues and friends likely to benefit from association with, PEPs, as well as PEP supported charities and other non-profit making organizations. “Price Gap” shall mean any difference between two prices which is bigger than one minimal price (one point) change.

Pricing/ Pricing data, unless the context otherwise requires, shall mean all pricing data received from external pricing sources or generated by the internal pricing engine integrated in our Trading Platform and fed to Client’s Terminal on a real time/delayed/end of day/historical basis, specifying the market prices of the Financial Instruments traded on our Trading Platform.

Power of Attorney means the authority granted by the Client to a third party, authorizing that party to act on the Client’s behalf. If the Client grants a Power of Attorney to any individual or third-party company, the Company shall bear no responsibility for the Client’s account or any actions taken by such authorized party.

Quote shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

Quotes Base shall mean Quotes Flow information stored on the Trading Server in CFD trading.

Quote Currency shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

Quotes Flow shall mean the stream of Quotes in the Trading Platform for each CFD.

Reference Asset means property of any description (including a currency or currency pair) or an

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index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;

Regulated Market means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments - in the system and in accordance with its non- discretionary rules- in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized by a competent authority as such and functions regularly;

Services means the services provided to a client as described in this Agreement or Client Agreement;

Short Position shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

Slippage shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

Swap means a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position;

Rollover refers to the process of extending the settlement date of an open position to the next trading day.

Spread means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;

The Company means Atlantis Capital Ltd. or otherwise with a registered email address at: info@capitalatlantis.com, website: www.capitalatlantis.com), registered under the various jurisdiction and regulated in the countries where it operates;

Trading Platform means the trading platform set up by the Company on which the Client trades Financial Instruments;

Trading Server shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client's Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

Transaction Means any type of transaction performed by the Company in the Client's account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals;

Transaction Size shall mean Lot Size multiplied by the number of Lots in CFD trading.

Underlying Asset shall mean the underlying asset in a CFD, which include but are not limited to, Currency Pairs, Precious Metals, Futures, Commodities, Indices, Stocks or any other asset according to the Company's discretion from time to time;

Underlying Market shall mean the relevant market where the Underlying Asset of a CFD is traded;

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing one gender shall include all other genders; and references to persons shall include individuals, corporations, partnerships, unincorporated associations, and any other legal or juridical entities, and vice versa.
The headings and titles used in this Agreement are included for convenience and ease of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
Any reference in these Terms and Conditions to any statute, law, regulation, rule, or other legislative provision shall be construed as a reference to such statute, law, regulation, rule, or provision as amended, modified, supplemented, consolidated, replaced, or re-enacted from time to time. Such reference shall also include any applicable guidance, directives, statutory instruments, orders, or subordinate legislation issued or made pursuant to it, as well as any statutory provision that replaces, re-enacts, or modifies it.

2. Scope and Application

2.1. These Terms and Conditions constitute an integral part of the contractual relationship between the Client and Atlantis Capital Limited and shall be read together with the Client Agreement, Privacy Policy, Risk Disclosure Policy, and any other policies, disclosures, or legal documents published on the Company's website. Collectively, these documents govern the relationship between the Client and Atlantis Capital Limited and set out the terms and conditions applicable

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to the provision of the Company's products and services.

2.2. This Agreement is intended to provide the Client with information necessary to make an informed assessment of the Company, the Services offered, and the risks associated with the relevant Financial Instruments.

2.3. The Client should read and consider this Agreement in its entirety before deciding whether:

a) to purchase, sell, continue to hold, or otherwise transact in any Financial Instrument; and/or
b) to obtain or continue using any of the Services provided by the Company.

3. Client Acceptance and due diligence

3.1. The Company shall have sole discretion to determine whether to accept any prospective Client and may decline to open a Client Account for any reason permitted by applicable law. The Company may refuse to accept funds from a Client or permit the commencement of any trading activity until the Client has fully and accurately completed the Account Opening Application Form and provided all documents, information, and identification required by the Company. As part of the account-opening process and throughout the business relationship, the Company may conduct such verification, compliance, and assessment procedures as it considers necessary, including anti-money laundering, know-your-client, identity verification, appropriateness, sanctions screening, and other due diligence checks required under applicable laws, regulations, or the Company's internal policies. The Company reserves the right, at any time during the business relationship, to request additional documents, information, or clarifications from the Client for the purposes of ongoing monitoring, verification, regulatory compliance, and risk management. The Company may also apply enhanced or additional due diligence measures to Clients from, residing in, incorporated in, or otherwise connected with certain jurisdictions where such measures are required or considered appropriate to satisfy applicable legal, regulatory, or risk-based requirements.

3.2. By completing the registration process and submitting the Account Opening Form, including by selecting the relevant acknowledgment confirming that you have read the applicable documents and verifying your submission through the One-Time Password (OTP) sent to your registered email address or mobile number, you acknowledge and agree that:

a) you have read, understood, and accepted the Terms and Conditions, the Client Agreement, and all other applicable legal documents made available through the Company's platform;
b) your electronic submission of the Account Opening Form constitutes your express consent and electronic signature to the extent permitted under applicable law; and;
c) you shall be legally bound by the Terms and Conditions and the Client Agreement from the date on which such electronic confirmation is completed. By proceeding with the electronic submission, you further acknowledge that you understand and accept the legal effect and consequences of entering into a binding agreement by electronic means.

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3.3. Once the Client has reviewed and accepted the documents made available on the Company's website governing the provision of the Services and has satisfactorily completed all applicable identification and verification requirements, the Client may deposit funds into the trading account in USD. The Company reserves the right, at its sole discretion and at any time, to determine the identification documents and information required from the Client, the applicable minimum and maximum deposit limits, and the period within which the Client must satisfy any identification, verification, or additional information requirements. The Client shall be notified of any such requirements by Written Notice. If the Client fails to provide the required documents or information within the specified period, the Company may, without limitation, return any deposited funds to the original source of payment, impose restrictions on the Client Account, including restrictions on further deposits or other account activities, terminate the business relationship with immediate effect, close the Client Account, and/or take any other action that the Company considers necessary or appropriate in accordance with applicable law, regulatory requirements, and its internal policies.

3.4. The Client acknowledges and agrees that the Client is the sole and exclusive owner of, and is solely responsible, jointly and severally where applicable, for maintaining the confidentiality, security, and protection of the Client's Account number(s), password(s), and any other access credentials used to access the Company's electronic trading systems or place orders online. The Client further acknowledges and agrees that the Client shall be fully responsible for all activities, instructions, orders, transactions, and other actions carried out through the use of such Account number(s), password(s), or access credentials, including any brokerage or trading transactions effected through the Client Account.

3.5. The Client agrees to indemnify and hold the Company harmless against any loss, liability, claim, cost, or expense arising from instructions submitted to the Company by any person using the Client's confidential information, Account number(s), password(s), or other access credentials, including where such instructions conflict with or differ from those of the Client. The Client shall immediately notify the Company in writing, including by email, upon becoming aware of any loss, theft, compromise, disclosure, or unauthorized use of the Client's Account number(s), password(s), or other access credentials.

4. Provision of Services

4.1. We shall provide the Client with services on a non-advisory, non-discretionary, and execution-only basis, including any Electronic Trading Services, as further described in Clause 6 of this Agreement, together with any additional services that the Company may make available from time to time in connection with its Products and Services.

4.2. Subject to its applicable licences and regulatory permissions, the Company may carry on the business of dealing in securities as principal and may provide one or more of the following services:

a) receiving and transmitting Client Orders in Financial Instruments, including Contracts for Difference (CFDs);
b) executing Client Orders in Financial Instruments, including CFDs;
c) purchasing, selling, disposing of, or otherwise dealing in securities, or soliciting transactions in securities for valuable consideration, whether on a margin, instalment, or other basis;
d) participating, as a securities dealer, in transactions involving securities executed through a securities exchange; and
e) receiving and executing, as a securities dealer, Client orders to buy or sell securities.

4.3. The Services referred to in Clause 3.1 may include transactions in Financial Instruments that are not admitted to trading on a Regulated Market and are therefore executed on an over-the-counter ("OTC") basis, including CFDs and other applicable financial instruments or commodities. By accepting this Agreement, the Client acknowledges and provides express prior consent for the Company to execute Client Orders outside a Regulated Market, where permitted under applicable law and the Company's execution arrangements.

4.4. The Client acknowledges and agrees that the Services provided under Clause 4.1 are offered on a non-advisory basis and do not constitute investment advice, investment recommendations, or any other form of personal recommendation by the Company.

5. Account Opening

5.1. Prior to opening a Client Account, the Company shall provide the Client with relevant information concerning its Services, applicable terms and conditions, and account-opening requirements. Such information may be made available through the Company's website, by email, through direct communication, or by any other appropriate means. As part of the account-opening process, the Client shall complete and/or receive an application package that may include:

a) the Account Application Form;
b) relevant Client information and supporting documentation;
c) Client agreement.
d) any other documents or information required by the Company for account opening, verification, compliance, or regulatory purposes.

5.2. In accordance with applicable laws and regulatory requirements, the Company is required to carry out Know Your Customer ("KYC"), customer due diligence, and identity verification procedures in respect of each Client who registers through the Company's website or otherwise applies to open an account. For these purposes, the Company may collect and verify information including, without limitation:

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a) first name, last name, and middle name, where applicable;
b) Residential Address
c) Telephone number
d) Email address
e) Nationality
f) Date of birth
g) any other identification, verification, or supporting information that the Company may reasonably request from time to time.

5.3. A Client Account must be successfully opened and approved before the Client may place any Order or enter into any Transaction. No Order shall be accepted or executed until the account-opening process has been completed and cleared funds have been received by the Company.

5.4. Upon receipt of the Client's completed online application, the Company may carry out such additional inquiries, checks, and verification procedures as it considers necessary in accordance with its internal policies, procedures, and applicable regulatory requirements. The Company may also conduct ongoing or periodic reviews throughout the business relationship. The Client shall cooperate fully with the Company and provide all requested information and documentation promptly. The Company shall be entitled to rely on the accuracy, completeness, and validity of the information provided by the Client unless and until it is notified otherwise in writing. The Client must promptly inform the Company of any change to information previously provided. As part of the account-opening process, the Company may assess the information supplied by the Client to determine whether the Client is eligible and, where applicable, appropriate or suitable to use the Company's Services and operate a trading account.

5.5. During the Account Opening Process, the Company evaluates the information provided by the Client to determine their suitability for investing and/or operating a trading account with the Company.

6. Electronic Systems and Trading

6.1. These Electronic Trading Terms shall govern the Client's access to and use of any Electronic Trading Services, trading platforms, applications, websites, or other electronic systems (collectively, the "Electronic Systems") made available by the Company.

6.2. Upon successful completion of the account-opening and security verification procedures, the Company shall provide the Client with the necessary access credentials, including Access Codes, to enable the Client to access and use the Electronic Systems. Such access credentials are personal to the Client and are issued subject to this Agreement and any additional terms and conditions applicable to the Electronic Systems, as published on the Company's website or otherwise communicated to the Client.

6.3. The Client acknowledges and agrees that the Company may, at its sole discretion, restrict, suspend, withdraw, or terminate access to all or any part of the Electronic Systems where it reasonably considers such action necessary for operational, technical, security, legal, regulatory, risk management, or business reasons, or to protect the interests of the Company, its Clients, or the integrity of the Electronic Systems. The Client shall use the Electronic Systems solely for the Client's own personal or internal business purposes, as applicable, on a non-exclusive, non-transferable, and revocable basis. The Company may also impose reasonable limits on the number, frequency, size, or nature of Orders, Transactions, or other activities conducted through the Electronic Systems where it considers such limitations necessary for operational, security, compliance, or risk management purposes.

6.4. All rights, title, and interests in and to the Electronic Systems, including all intellectual property rights, whether registered or unregistered, together with all software, technology, trademarks, trade names, logos, databases, content, documentation, and other proprietary materials made available through the Electronic Systems, shall remain the exclusive property of the Company and/or its licensors. Nothing in this Agreement shall operate to transfer any ownership rights to the Client. The Client is granted only a limited, personal, non-exclusive, non-transferable, and revocable right to access and use the Electronic Systems for the purposes contemplated by this Agreement. The Client shall not copy, reproduce, modify, distribute, publish, sublicense, assign, lease, sell, reverse engineer, decompile, disassemble, make available to any third party, or otherwise exploit the Electronic Systems or any part thereof, nor remove, obscure, or alter any copyright, trademark, proprietary, or other restrictive notices displayed on or contained within the Electronic Systems.

6.5. The Client shall be solely responsible for maintaining the confidentiality and security of all Confidential Information, including Access Codes, authentication credentials, account information, Transaction records, account balances, and all other information relating to the Client's Account or use of the Electronic Systems. The Client shall be solely responsible for all Orders, instructions, Transactions, and communications submitted through the Electronic Systems using the Client's Access Codes, whether authorised by the Client or not, unless otherwise required by applicable law. The Company shall not be liable for any loss or damage arising from the unauthorised use of the Client's Access Codes or Account, except to the extent such liability cannot be excluded under applicable law. The Client shall take all reasonable precautions to protect the security of the Electronic Systems, including refraining from accessing the Electronic Systems through public or unsecured devices, logging out after each session, and ensuring that no viruses, malware, worms, or other malicious code are introduced into the Company's systems or networks. The Client shall be responsible for installing, maintaining, and properly using any antivirus, security, or other protective software reasonably required by the Company.

6.6. The Client shall notify the Company immediately upon becoming aware of any actual or suspected unauthorised access to, use of, or compromise of the Client's Access Codes, Account, or any other security credentials relating to the Electronic Systems

6.7. Subject to applicable law and regulatory requirements, the Company shall not be liable for any loss, cost, expense, damage, or liability (including any indirect, incidental, special, consequential, or economic loss) arising out of or in connection with:

6.7.1. the transmission of Orders, instructions, communications, or other information through the internet or any electronic communication channel;
6.7.2. the accuracy, completeness, authenticity, or validity of any information or instructions transmitted through such channels where the Company has acted in good faith; or
6.7.3. any interruption, delay, malfunction, corruption, failure, or damage to the Client's systems, equipment, software, or data resulting from software defects, technical failures, viruses, malware, cyberattacks, or other technological events associated with the use of the Electronic Systems.

6.8. The provisions of this Clause are in addition to, and shall not limit or prejudice, any other provisions of this Agreement relating to the exclusion or limitation of the Company's liability or the Client's indemnification obligations, all of which shall apply equally to the Client's access to and use of the Electronic Systems.

6.9. Third-party Content and trading signals should the Client use third-party tools, signals or advice related to trading. The Company and its third-party suppliers or licensors make no warranties or representations of any kind and shall not be liable for any advice made by the third party.

6.10. Where the Client elects to use any third-party content, trading signals, software, applications, analytical tools, or other information or services in connection with the Electronic Systems, the Client acknowledges that such content is provided independently of the Company. The Company and its licensors, suppliers, or service providers make no representation or warranty as to the accuracy, completeness, reliability, timeliness, or suitability of any such third-party content and accept no responsibility or liability for any investment decision, loss, or damage arising from the Client's reliance upon it. The Electronic Systems and all related software are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, the Company disclaims all express, implied, statutory, or other warranties, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, uninterrupted availability, security, or error-free operation. No oral or written statement, communication, or information provided by the Company or any of its representatives shall constitute or create any warranty not expressly set out in this Agreement. Subject to applicable law, the Company shall not be liable for any direct, indirect, incidental, special, punitive, exemplary, or consequential loss or damage arising from or relating to the use of, inability to use, interruption of, or reliance upon the Electronic Systems, even if the Company has been advised of the possibility of such loss or damage.

7. Client Instructions and Orders

7.1. The Client acknowledges and agrees that, unless otherwise expressly notified by the Company,

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all Orders submitted by the Client shall be executed outside a Regulated Market in accordance with the Company's Order Execution arrangements and applicable law.

7.2. The Client acknowledges and agrees that, unless otherwise agreed in writing, the Company acts as principal when entering into Transactions with the Client and not as the Client's agent, broker, fiduciary, or representative. Accordingly, the Company shall be the contractual counterparty to each Transaction entered into with the Client. The Client shall also act as principal and not on behalf of any other person unless the Company has expressly authorised another individual or entity to act as the Client's duly appointed representative (the "Authorised Representative"). The Company shall be entitled to rely upon any instruction received from an Authorised Representative in relation to the Client's Account and may, at any time, require evidence satisfactory to the Company of the representative's authority to act on the Client's behalf.

7.3. The Client may open, close, modify, or otherwise manage Transactions through the Company's Electronic Systems or, where made available by the Company, by submitting Orders through the Company's dealing desk. The Client may also place, amend, or cancel available order types, including limit orders, stop orders, stop-loss orders, take-profit orders, and any other order types supported by the Company's trading platform from time to time.

7.4. To comply with applicable legal and regulatory requirements, maintain accurate records, monitor the quality of its Services, resolve disputes, and protect its legitimate interests, the Company may record, monitor, and retain telephone conversations and other electronic communications with the Client, to the extent permitted by applicable law. Unless otherwise required by law, the Company shall not be obliged to provide prior notice of such recording. All recordings and transcripts shall remain the property of the Company and may be used as evidence in legal, regulatory, administrative, or internal proceedings, or for any other lawful purpose.

7.5. The Company reserves the right, in its sole discretion and in accordance with its internal risk management policies, to determine the method by which Client Orders are executed, including transferring the execution of a Client's Orders to an agency or other execution model where the Client's trading activity or strategy exposes the Company to a level of market, operational, credit, or other risk that the Company reasonably considers unacceptable. The Company may, at its discretion and without being obliged to provide reasons, refuse, reject, decline, or cancel any Order or instruction, in whole or in part, where permitted by applicable law, including where an Order is incomplete, inaccurate, ambiguous, inconsistent, unlawful, cannot reasonably be executed, exceeds applicable trading or risk limits, or where acceptance or execution of the Order would expose the Company to undue legal, regulatory, operational, financial, or market risk. Where practicable, the Company shall notify the Client of any such rejection or cancellation as soon as reasonably possible following receipt of the relevant Order or instruction.

7.6. The Company reserves the right, at its sole discretion and to the extent permitted by applicable law, to refuse, reject, decline, or cancel any Order or instruction submitted by the Client, in whole or in part, including any pending Order that has not yet been executed. The Company shall use reasonable efforts to notify the Client of any such rejection or cancellation as soon as reasonably practicable but shall not be obliged to provide reasons for its decision. Without limiting the foregoing, the Company may reject or decline to act upon any Order or instruction that is incomplete, inaccurate, ambiguous, contradictory, or otherwise incapable of being reasonably interpreted or executed, including any instruction relating to the opening, closing, modification, or cancellation of a Transaction.

7.7. Where the Reference Asset underlying a Financial Instrument is a security that becomes subject to a corporate action or other event capable of affecting its value, price, or characteristics (a **"Corporate Event"**), the Company may determine, acting reasonably and in accordance with its internal policies, whether any adjustment should be made to the relevant Transaction or any associated Order. Such adjustment may include changes to the opening or closing price, contract size, quantity, value, settlement terms, or any other relevant feature of the affected Financial Instrument, as the Company considers appropriate to: (a) preserve, as nearly as reasonably practicable, the economic effect of the Transaction immediately prior to the Corporate Event; and/or (b) reflect the economic impact of the Corporate Event on a holder of the underlying Reference Asset. Any such adjustment shall take effect from the date determined by the Company.

7.8. For the purposes of Clause 7.2, a **Corporate Event** includes, without limitation, any of the following events declared, approved, or implemented by the issuer of the relevant security or by any competent authority:

7.8.1. any subdivision, consolidation, reclassification, redenomination, cancellation, buy-back, share split, reverse share split, bonus issue, capitalisation issue, or similar reorganisation of the share capital;

7.8.2. any distribution to existing shareholders of additional shares, securities, rights, warrants, options, or other instruments, or any dividend, distribution, or entitlement that may affect the value of the underlying security

7.8.3. any issue of securities or rights that entitles existing holders to subscribe for, receive, or purchase shares or other securities at a price below the prevailing market price;

7.8.4. any merger, acquisition, takeover, scheme of arrangement, amalgamation, demerger, spin-off, privatisation, tender offer, compulsory acquisition, or other corporate restructuring involving the issuer or the underlying Reference Asset;

7.8.5. any event analogous to those described above, or any other event that, in the Company's reasonable opinion, has or is likely to have a dilutive, concentrative, or other material effect on the value, price, or market characteristics of the relevant security or other underlying Reference Asset; and

7.8.6. any earnings announcement, extraordinary financial disclosure, or other issuer event that results in a material adjustment to the underlying Reference Asset where the Company considers such adjustment necessary in accordance with its pricing and risk management policies.

7.9. Where the Company determines, acting reasonably, that a Reference Asset has become subject to exceptional market conditions, reduced liquidity, regulatory restrictions, heightened settlement risk, or is expected to experience a material decline in value, the Company may suspend, restrict, limit, or prohibit the opening of short positions or withdraw the relevant Financial Instrument from the Trading Platform, either temporarily or permanently.

7.10. The Company shall have sole discretion, exercised reasonably and in accordance with its internal policies and applicable law, to determine whether any adjustment should be made to the opening or closing price, contract size, value, quantity, settlement terms, or any other aspect of a Transaction or related Order arising from a Corporate Event or any other event affecting the relevant Financial Instrument. Any such determination shall, in the absence of manifest error, be final and binding on the Client. The Company shall notify the Client of any such adjustment through the Trading Platform, internal messaging system, email, or any other agreed method of communication as soon as reasonably practicable.

7.11. Where the Client maintains an open position in a Financial Instrument whose underlying Reference Asset is subject to a dividend or equivalent corporate distribution, the Company may make such cash, pricing, or position adjustments as it considers appropriate to reflect the economic effect of the dividend or distribution. Where necessary to preserve the economic equivalence of the Transaction, the Company may close and reopen the affected position, adjust the opening or closing price, or apply a cash dividend adjustment to the Client's Account. For short positions, any applicable dividend adjustment may be debited from the Client's Account based on the declared dividend amount and the size of the Client's position. The Company shall notify the Client of any adjustment through the Trading Platform, internal messaging system, or email as soon as reasonably practicable. The Client acknowledges that such adjustments form part of the Company's pricing and risk management procedures and may be implemented without obtaining the Client's prior consent.

7.12. The Company shall use reasonable efforts to execute Client Orders under the best available market conditions prevailing at the time of execution. However, due to market volatility, limited liquidity, trading halts, news announcements, market openings or closings, or other exceptional market conditions, Orders, including market, limit, stop, stop-loss, and take-profit Orders, may be executed at prices different from those requested by the Client. Stop-loss Orders and other conditional Orders do not guarantee execution at a specified price and may be filled at the next available market price. In certain circumstances, related conditional Orders may be amended, cancelled, or removed where their execution becomes impossible or inconsistent with prevailing market conditions or the Company's execution arrangements. The Client acknowledges that slippage is an inherent feature of financial markets and that the placement of a stop-loss Order does not guarantee that losses will be limited to a predetermined amount. The Company further reserves the right to investigate, restrict, amend, or reject Orders or trading strategies that it reasonably considers to constitute abusive, manipulative, fraudulent, or otherwise prohibited trading practices in accordance with this Agreement.

7.13. The Client acknowledges that Orders are executed using bid and ask prices determined by the Company, which may be derived from one or more third-party liquidity providers, market data providers, or pricing sources. Due to market volatility, communication latency, internet connectivity, system capacity, or other technical factors, the price requested by the Client may differ from the price available at the time the Order is received or executed. In the event of any communication failure, technical malfunction, pricing error, abnormal spread, stale or frozen quotation, erroneous market data, price spike, off-market quotation, or other exceptional pricing event, the Company reserves the right, acting reasonably, to refuse execution of an Order or, where an Order has already been executed, to amend the execution price, cancel the Transaction, or take any other corrective action considered appropriate. The Company shall not be liable for any loss arising from delays, interruptions, inaccuracies, or failures in communications or Order transmission caused by circumstances beyond its reasonable control, including market volatility, internet disruptions, failures of third-party service providers, telecommunications failures, or power outages. Where the Electronic Systems become unavailable and the Company permits alternative methods of communication, the Client may submit trading instructions using the contact details designated by the Company from time to time, provided that any such instructions shall remain subject to verification and acceptance by the Company.

7.14. Any email communication must come from the Client’s registered email address to the Company’s registered domain email i.e., capitalatlantis.com, and instructions sent by the Client via email will only be considered received and will only form a valid instruction and/or binding Contract between the Company and the Client once such instruction has been documented as executed and confirmed by the Company. The mere communication of an instruction by the client does not constitute a binding Contract with the Company. The Company will only execute orders during its trading hours as specified in the terminal of the Trading Platform, which may change from time to time.

7.15. The Company reserves the right to refuse, delay, or decline to act upon any instruction received by email or other alternative communication method where it is not reasonably satisfied as to the identity or authority of the sender, where the instruction is incomplete, unclear, contradictory, or incapable of execution, or where the Company reasonably considers that execution may breach applicable law, regulatory requirements, or this Agreement. Instructions shall generally be processed in the order in which they are received, subject always to prevailing market conditions, system availability, and the Company's operational and risk management procedures. The Company shall not be liable for delays arising from the verification or processing of such instructions.

7.16. For the purposes of this Agreement, a **"Manifest Error"** means any obvious, material, and objectively identifiable error in the price, quotation, execution, or other term of a Transaction resulting from an incorrect quotation, technical malfunction, erroneous market data, system failure, communication error, or similar event affecting the Company, a market, exchange, liquidity provider, pricing source, or other relevant third party. In determining whether a Manifest Error has occurred, the Company may consider all relevant facts and circumstances, including prevailing market conditions, the availability and reliability of market data, the timing of the Transaction, and any operational or technical issues affecting the pricing or execution process. Where the Company reasonably determines that a Manifest Error has occurred, it may declare the affected Transaction void, amend its terms to reflect the price or conditions that would reasonably have applied in the absence of the error, or take such other corrective action as it considers appropriate. In making such determination, the Company shall act reasonably and in good faith; however, any reliance placed by the Client on the erroneous Transaction, including any consequential financial commitment or loss, shall not prevent the Company from exercising its rights under this Clause.

7.17. Where the Company determines that a Manifest Error has occurred, it may, but shall not be obliged to:

7.17.1. amend the terms of any affected Transaction, including the execution price, quantity, value, or any other relevant term, so as to reflect the price or conditions that would reasonably have applied had the Manifest Error not occurred; or

7.17.2. declare any affected Transaction null and void, in whole or in part, in which case the relevant Transaction shall be treated as though it had never been entered into.

7.18. To the fullest extent permitted by applicable law, the Company shall not be liable for any loss, damage, cost, expense, or liability, including any loss of profit, revenue, opportunity, or anticipated savings, suffered by the Client or any third party arising directly or indirectly from a Manifest Error or from any action taken by the Company to maintain, amend, cancel, or declare void any affected Transaction.

7.19. The Company reserves the right, acting reasonably and taking into account prevailing market conditions, available liquidity, the size and nature of the Client's Order, and other relevant factors, to execute an Order in full or in part or through multiple executions.

7.20. The Company may, at its discretion, vary the spreads applicable to any Financial Instrument in response to prevailing market conditions, liquidity, volatility, execution risks, the size or nature of the Client's Order, or any other relevant commercial or risk management considerations.

7.21. Overnight financing charges, swap rates, or other rollover adjustments applicable to open positions shall be determined by the Company based on relevant benchmark interest rates, liquidity costs, financing costs, market conditions, and the Company's applicable charges. The Company may amend such rates or charges at any time, and the Client is responsible for reviewing the applicable contract specifications or other information published by the Company before placing or maintaining any Order or Transaction. Where the Company reasonably suspects abuse, misuse, or manipulation of swap pricing or financing arrangements, it reserves the right to amend or apply different financing rates without prior notice, to the extent permitted by applicable law.

7.22. Without prejudice to Clause 1.5, the Company may apply alternative or increased overnight financing charges where a Client maintains positions for an extended period, maintains concentrated or overexposed positions, or where the Company's funding, hedging, liquidity, or financing costs materially increase. Any such adjustment shall be made in accordance with the Company's pricing and risk management policies.

7.23. Where permitted under the characteristics of the relevant Financial Instrument, the Company may, at its discretion and without prior notice, offset, close, roll over, extend, or otherwise manage the settlement of the Client's open positions in accordance with applicable market practice and the Company's execution and risk management procedures. Where positions are rolled over to a subsequent settlement date, the Client's Account may be credited or debited with any applicable financing, rollover, or settlement adjustment.

7.24. The Company reserves the right, at its discretion, to grant, suspend, withdraw, restrict, or terminate swap-free trading status on any Client Account and, where the Company reasonably determines that the Client has misused, abused, or exploited the swap-free facility or engaged in trading strategies designed primarily to obtain an unfair or risk-free financial advantage, the Company may retrospectively apply the applicable financing charges, reverse any resulting profits or benefits, adjust the Client's Account accordingly, or take any other action permitted under this Agreement. The Company may also apply alternative administrative, storage, or equivalent financing charges in place of conventional swap charges where appropriate. Any applicable conditions, eligibility requirements, holding periods, and charges relating to swap-free Accounts shall be published by the Company and may be amended from time to time.

7.25. The Client acknowledges that delays in internet connectivity, telecommunications, data transmission, pricing feeds, or other technological factors may result in temporary discrepancies between prices displayed on the Electronic Systems and prevailing market prices. The Client agrees not to engage in trading strategies that intentionally seek to exploit such pricing discrepancies, latency, system delays, quotation errors, or other technical anomalies for the purpose of obtaining an unfair or risk-free advantage. Where the Company reasonably determines that such activity has occurred, it may, without limitation: (a) amend the execution price or terms of the affected Transactions to reflect the price that would reasonably have applied in the absence of the relevant anomaly; (b) cancel or void the affected Transactions; (c) suspend or terminate the Client's Account in accordance with this Agreement; and/or (d) impose reasonable administrative charges or recover any gains improperly obtained, to the extent permitted by applicable law.

7.26. The Client shall not engage in any trading strategy that the Company reasonably determines to constitute abusive, manipulative, or improper trading, including strategies involving full or partial hedging between related spot and derivative positions, or other arrangements designed primarily to exploit pricing inefficiencies, financing differentials, settlement mechanics, or similar market anomalies in order to generate a substantially risk-free profit. Where the Company reasonably concludes that such activity has occurred, it may reverse any resulting profits or benefits, amend or cancel the affected Transactions, and take such additional action as is permitted under this Agreement and applicable law.

8. Closed Transactions

8.1. Certain Financial Instrument Transactions may be subject to a specified expiry date (each, an "Expiry Transaction"), details of which shall be set out in the applicable Contract Specifications available on the Company's website. The Client acknowledges and agrees that, where the underlying Reference Asset is a derivative Financial Instrument that may be settled upon expiry by means other than cash settlement, the Company may, at its sole discretion and without prior notice, close the relevant Transaction within a reasonable period prior to the applicable expiry date. The Company shall have no obligation to roll over, renew, or otherwise extend any position in such derivative Financial Instrument.

8.2. The closing price of an Expiry Transaction shall be determined by reference to: (a) the last traded price at or immediately prior to the relevant market close, or the applicable official closing, settlement, or reference price of the underlying Reference Asset as published by the relevant exchange or market, subject to the correction of any errors or omissions; and (b) any applicable Spread added to or deducted from such price by the Company when closing the Expiry Transaction. Details of the Spread applicable to a particular Expiry Transaction shall be made available by the Company upon request.

9. Equity, Margin and Leverage Levels

9.1. The balance of the Client's trading account (the **"Balance"**) represents the total funds standing to the credit of the Account, including any net realised profits or losses. For the avoidance of doubt, any profit or loss shall be deemed realised only once the relevant open Position has been closed. The total equity of the Account (the **"Equity"**) shall comprise the Balance together with any unrealised or floating profits or losses arising from Positions that remain open.

9.2. **Margin** means the portion of the Client's Equity allocated and required to maintain one or more open Positions. For the avoidance of doubt, Margin does not constitute a deduction from Equity but forms part of the Equity calculation.

9.3. Any amount allocated as Margin shall not be available for withdrawal or for the opening of additional Positions while it remains committed to existing open Positions.

9.4. **Free Margin** means the portion of the Client's Equity that is not allocated as Margin. Subject to the Company's applicable requirements, Free Margin may be used to open additional Positions or may be available for withdrawal from the Account.

9.5. As a condition of entering into or maintaining a Transaction, the Company may require the Client to maintain sufficient Margin as security against any actual or potential losses or liabilities arising from the Transaction. The **"Leverage Level"** refers to the relationship

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between the Margin required and the market value or notional exposure of the relevant open Position. By accepting this Agreement, the Client acknowledges that they have read, understood, and accepted the applicable Leverage Levels published on the Company’s website from time to time. The Company may, at its discretion and subject to applicable law, amend the Leverage Level applicable to any Client Account, taking into account factors including the amount of funds or Margin held in the Account, the size and nature of the Client’s exposure, prevailing market conditions, and the Company’s risk management requirements.

9.6. The Company may establish, amend, or vary the Margin requirements and Leverage Levels applicable to any Client Account or Financial Instrument at any time, with or without prior notice, where the Company reasonably considers such action necessary having regard to prevailing market conditions, volatility, liquidity, regulatory requirements, the Company's risk management policies, or actual or potential realised or unrealised losses arising from or in connection with Transactions. The Client may request a change to the Leverage Level applicable to the Client Account by contacting the Company; however, the approval of any such request shall remain at the Company's sole discretion. The Company may also amend the Leverage Level applicable to the Client Account, either temporarily or permanently, without the Client's prior consent. Where reasonably practicable, the Company shall notify the Client of any such change through the Trading Platform, internal messaging system, email, or any other agreed method of communication. The Company shall not be liable for any loss or damage resulting solely from such adjustment, except to the extent that such liability cannot be excluded under applicable law.

9.7. Occasionally before the release of major economic news, the Company maintains a maximum leverage of 1:100 on FX, 8 times the standard Margin requirement on Gold and 4 times the standard Margin requirement on remaining instruments other than FX and Gold.

9.8. The Client shall maintain sufficient cleared funds and Equity in the Client Account at all times to satisfy the applicable Margin requirements. The Company may treat any cash, assets, or other property held on behalf of the Client, other than assets held solely for safekeeping or custody where applicable, as collateral securing the Client's obligations under this Agreement. Only funds actually received by the Company, net of any applicable bank charges, intermediary fees, or transfer costs, shall be credited to the Client Account.

9.9. For STP accounts, in the event there is insufficient Margin in the Clients Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by the Company it may immediately close or terminate the Client’s Transaction and Account without notice. Without prejudice to the generality of the foregoing, the Company shall have the right, but shall not be obliged, to start closing Client’s positions starting from the most unprofitable, when the Margin is less than 100% of the Margin or Leverage Level requirement. In the case where the Margin is equal to or less than 50% of the Margin or Leverage Level requirement, then Client’s positions shall be automatically closed, starting from the most unprofitable, at the then market price.

9.10. Different account types or categories of Clients may be subject to different Margin requirements, Leverage Levels, Margin call thresholds, and automatic liquidation levels. The Company reserves the right to determine and amend such requirements in accordance with its internal policies, applicable law, and the characteristics of the relevant account type or Financial Instrument.

9.11. The Client is solely responsible for monitoring the Margin, Equity, Free Margin, and Leverage applicable to the Client Account and for ensuring that sufficient funds are maintained to satisfy the Company's Margin requirements at all times. The Client further acknowledges responsibility for reviewing the features, eligibility criteria, and trading conditions applicable to the different account types offered by the Company before opening an account or placing any Order. The Company reserves the right to reclassify or change the Client's account type, including from a premium account to a standard account or vice versa, where the Client satisfies or ceases to satisfy the applicable eligibility criteria, including by reference to account balance, Margin deposits, trading activity, or other objective criteria established by the Company. The Client shall be notified of any such change where required by applicable law or this Agreement.

9.12. The Company reserves the right to change the Client Account type from premium to standard and vice versa based on the total Margin deposits made on the Client's account as well as based on the Client's trading account current balance.

10. Margin Calls and Auto Stop-Out

10.1. A Margin Call shall occur where the Equity in the Client's Account falls below the Margin required to maintain the Client's open Positions, or such other threshold as may be specified by the Company from time to time in accordance with its Margin policy.

10.2. Where the Equity in the Client's Account falls to or below the applicable Margin close-out or auto-liquidation threshold prescribed by the Company, the Company may, through its automated risk management systems and without prior notice to the Client, automatically close, liquidate, or otherwise reduce one or more of the Client's open Positions in order to restore compliance with the applicable Margin requirements. The Company does not provide discretionary portfolio management, and any such liquidation shall be effected solely for risk management purposes. Positions may be closed in any order determined by the Company's systems or risk management procedures, including by first closing Positions generating the greatest unrealised loss. The Company may continue closing Positions until the applicable Margin requirements have been restored or all open Positions have been closed.

10.3. Where a Margin Call occurs, the Client may restore the required Margin level by:

a) depositing additional cleared funds into the Client Account;
b) closing one or more open Positions; or
c) adopting a combination of both measures

10.4. Subject to the availability and proper functioning of the Company's systems, the Company may

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notify the Client when a Margin Call occurs; however, the Company is under no obligation to provide such notification or to delay the exercise of any rights available under this Agreement pending such notification. The Client acknowledges that it is the Client's sole responsibility to monitor the Client Account continuously and to maintain sufficient Equity and Free Margin to satisfy all applicable Margin requirements at all times. The Client further acknowledges that only the available Free Margin may be used to open additional Positions or, where applicable, be available for withdrawal.

10.5. The Client undertakes to maintain sufficient cleared funds, Equity, and Margin in the Client Account at all times to satisfy the Company's applicable Margin requirements.

10.6. If the Client reasonably believes that the applicable Margin requirements cannot or will not be met, the Client should promptly reduce the size of existing open Positions, deposit additional cleared funds into the Client Account, or take any other appropriate action necessary to restore compliance with the Company's Margin requirements.

10.7. Information relating to the Client's Balance, Equity, Margin, Free Margin, Margin Level, and other relevant account information shall be made available through the Trading Platform or by such other means as the Company may designate from time to time.

11. Market Abuse

11.1. The Client shall not use the Electronic Systems to place any Order or enter into any Transaction for any fraudulent, unlawful, abusive, or prohibited purpose, or in any manner that constitutes or may constitute Market Abuse or otherwise breaches any Applicable Regulations or this Agreement. For the purposes of this Agreement, **"Market Abuse"** includes conduct involving insider dealing, unlawful disclosure of inside information, market manipulation, market distortion, or any other conduct prohibited under applicable laws or regulations. Where the Client enters into a short sale or other short position in respect of a Financial Instrument whose Reference Asset is a security, the Client shall be responsible for understanding and complying with all applicable short-selling rules and restrictions and shall ensure that the Client's use of the Electronic Systems does not cause the Company to breach any Applicable Regulations or contractual requirements relating to such transactions.

11.2. The Client shall not engage in any unlawful, illegal, abusive, manipulative, or unethical trading activity, or any activity that breaches applicable laws, regulations, market rules, this Agreement, or the Company's policies. This prohibition applies regardless of whether such activity is carried out manually or through the use of scripts, algorithms, expert advisors, automated trading systems, software, code, or any other electronic or technological means.

11.3. Where the Company reasonably determines that any Transaction has been entered into for the purpose of exploiting, manipulating, or taking unfair advantage of pricing errors, latency, technical defects, off-market quotations, system delays, or other pricing anomalies, the Company may cancel, void, reverse, amend, or otherwise adjust the affected Transaction, including on a retrospective basis, to the extent permitted by applicable law.

11.4. The Company may recover, reverse, or withhold any trading profit or other financial benefit obtained from Transactions that breach this Clause. The Client further acknowledges that the Company does not guarantee execution of any Order at a particular price, including stop, limit, or other conditional Orders, particularly during periods of heightened volatility, increased trading volume, market announcements, reduced liquidity, price gaps, interrupted quotations, or other abnormal market conditions.

11.5. Where an Order or Transaction is executed on the basis of an off-market, erroneous, stale, delayed, or otherwise incorrect quotation resulting from a technical malfunction, communication delay, pricing-feed error, system failure, or other similar circumstance, the Company may, acting reasonably, cancel or amend the affected Transaction or adjust its execution price to reflect the fair market price that would reasonably have applied at the relevant time. During periods of heightened volatility or limited liquidity, Orders may be executed at the next available price rather than the price requested by the Client.

11.6. The Client acknowledges that, in gapping or fast-moving market conditions, conditional Orders, including stop-loss Orders, may be executed at the next available price and not at the price specified by the Client. As a result, the execution price may differ materially from the requested price and losses may exceed the amount anticipated by the Client.

11.7. The Client acknowledges that different Order types are subject to different execution risks and should select the Order type considered appropriate in light of prevailing market conditions and the Client's trading objectives. Where the Company offers requote functionality or other price-confirmation mechanisms, such functionality shall operate in accordance with the Trading Platform and the Company's execution procedures. Subject to applicable law, the Company shall not be liable for losses, Margin Calls, or other adverse consequences arising solely from slippage, market gaps, reduced liquidity, unavailable quotations, or the execution of conditional Orders at the next available market price.

12. Widened Spreads

12.1. The Client acknowledges that Spreads may, from time to time, widen beyond their usual or prevailing levels, particularly during periods of heightened market volatility, major economic announcements, reduced liquidity, market openings or closings, or other exceptional market conditions. Such widening may be significant and may adversely affect the value, execution, or profitability of open Positions, including hedged Positions. The Client is therefore responsible for exercising appropriate caution when trading during periods of increased market volatility.

12.2. Any quotation provided by the Company is valid only at the time at which it is made and may change at any time thereafter in response to prevailing market conditions. Accordingly, Spreads, market Spreads, and the costs associated with opening, maintaining, or closing a Position may vary from time to time.

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13. Refusal to execute orders

13.1. The Company reserves the right, at its discretion and to the extent permitted by applicable law, to refuse, reject, delay, or decline to transmit and/or execute any Order without prior notice or explanation to the Client. Without limiting the generality of the foregoing, the Company may exercise such right where:

13.1.1. the Client does not maintain sufficient Margin or available funds in the Client Account;
13.1.2. the execution of the Order may adversely affect the stability, security, integrity, or proper functioning of the Trading Platform or the Company's systems;
13.1.3. the Order or its execution may constitute, facilitate, or result in Market Abuse; or
13.1.4. the Order may involve, facilitate, or give rise to money laundering, terrorist financing, sanctions violations, or any other activity prohibited under Applicable Regulations. This list is non-exhaustive.

13.2. Any refusal, rejection, delay, or failure by the Company to transmit and/or execute an Order shall not affect or discharge any obligation or liability of the Client towards the Company, nor shall it prejudice or limit any right, remedy, claim, security interest, or entitlement that the Company may have against the Client or the Client's assets under this Agreement or Applicable Regulations.

14. Rollover, Settlement of Transactions and Interest

14.1. Subject to the characteristics of the relevant Financial Instrument and the Company's execution and risk management procedures, the Company may, at its discretion, roll over, offset, close, or otherwise manage all or part of the Client's open Positions held in CFDs on currencies, commodities, indices, securities, or any other Financial Instruments available through the Company's Trading Platform. Any such action shall be undertaken in accordance with this Agreement and at the Client's risk.

14.2. Where a Position is rolled over to the next trading or settlement period, the Client's Account may be credited or debited with applicable financing charges, rollover adjustments, or other amounts determined in accordance with the Company's pricing policies. Financial Instruments with a fixed expiry date, including CFDs referencing futures contracts, will generally not be rolled over automatically. Unless otherwise determined by the Company, such Positions may be closed prior to or upon expiry, and the Client may, at the Client's discretion, open a new Position in the next available contract.

14.3. The Company may, at its sole discretion, offer swap-free or interest-free trading accounts to eligible Clients. Any such status shall be granted subject to the Client satisfying the Company's eligibility criteria and complying with the conditions applicable to such accounts. Where the Company reasonably determines that the Client has obtained or used a swap-free or interest-free account on the basis of inaccurate, misleading, or false information, or has otherwise misused or abused the facility, the Company may withdraw the swap-free or interest-free status, retrospectively apply the applicable financing charges, reverse any resulting trading benefits or profits, amend the Client's Account accordingly, or take any other action permitted under this Agreement and applicable law.

14.4. The Company may elect to offer, at its sole discretion, interest or swap free accounts for Clients who may choose not to receive or pay daily interest fees. When trading an interest free account, currency pairs held overnight will not be paid or charged/credited a daily swap fee. Swap free terms are not available for all currency pairs. The Company reserves the right to cancel such interest free terms if positions are kept open for more than five (5) Days and apply swap fees retroactively, unless this requirement is waived by the Company. Without prior notice Company reserves the right to terminate swap free account privileges at any time.

14.5. The Company shall settle all Transactions in accordance with the terms applicable to the relevant Financial Instrument and the prevailing market practice, unless otherwise agreed between the Company and the Client or required by applicable law.

14.6. The Company shall make available to the Client electronic confirmations, Account statements, and other records of Transactions through the Client portal, Trading Platform, or such other electronic means as the Company may designate. In the absence of a Manifest Error, each confirmation and Account statement shall be deemed accurate, final, and binding unless the Client notifies the Company in writing of any objection within **four (4) Business Days** of the date on which the relevant confirmation or statement is made available to the Client, or unless the Company notifies the Client of an error within the same period.

14.7. Any complaint, objection, or enquiry relating to the execution of a Transaction shall be investigated by the Company only if it receives written notice from the Client within **four (4) Business Days** of the date of the relevant Transaction, unless a longer period is required under applicable law.

14.8. Unless otherwise expressly agreed in writing or required by applicable law, the Company shall have no obligation to pay interest on funds held in the Client's Account or on any credit balance maintained by the Client.

14.9. By entering into this Agreement, the Client acknowledges and agrees that, unless otherwise required by applicable law or expressly agreed in writing, the Client shall not be entitled to receive any interest earned on Client funds held by the Company, and the Company may retain any such interest or other benefit arising from the holding of those funds to the extent permitted by applicable law.

15. Order Execution and Handling

15.1. The Company maintains an Order Execution Policy designed to take all sufficient steps to obtain the best possible result for its Clients when executing Orders or receiving and transmitting Orders for execution in relation to Financial Instruments. The Order Execution Policy describes the principles and procedures applied by the Company in achieving best

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execution, including the execution criteria and factors set out in **Annexure I** to these Terms and Conditions, the assessment and selection of execution venues and liquidity providers, and the ongoing monitoring of such providers. In determining the best possible result for the Client, the Company will generally give primary consideration to the total consideration, comprising the price of the Financial Instrument and the costs associated with execution. Other execution factors, including speed, likelihood of execution and settlement, size, nature of the Order, market impact, or any other relevant consideration, may take precedence where the Company reasonably considers that doing so will achieve the best possible outcome for the Client.

15.2. The Client acknowledges that the Client has read, understood, and accepted the Company's policies and legal documents, including the Order Execution Policy, as published in the Legal Documents section of the Company's website and as amended from time to time. The Client further acknowledges that Transactions in certain Financial Instruments may be executed outside a Regulated Market or trading venue and that such Transactions may expose the Client to additional counterparty and execution risks, including the risk of default by the Company's execution counterparty or, where applicable, by the Company acting as principal.

15.3. The Company shall use reasonable efforts to execute Client Orders promptly and in accordance with its Order Execution Policy. However, acceptance of an Order does not constitute a guarantee that the Order will be executed, that it will be executed in accordance with the Client's instructions, or that it will be executed at the quoted or requested price. Execution remains subject to prevailing market conditions, available liquidity, operational constraints, and the Company's execution arrangements.

15.4. Unless otherwise permitted by the characteristics of the relevant Financial Instrument, the Company will execute Orders only during the trading hours applicable to the relevant market, execution venue, or underlying market. Orders received outside such trading hours may be queued and executed as soon as reasonably practicable after the relevant market or execution venue reopens, subject to prevailing market conditions and the Company's Order Execution Policy.

15.5. The Company shall take all reasonable steps to provide best execution in accordance with the applicable laws and regulations governing its activities and its Order Execution Policy, which forms an integral part of this Agreement. By placing an Order with the Company, the Client confirms that the Client has read, understood, and accepted the Order Execution Policy, as amended from time to time, and expressly consents to the execution of Orders in accordance with its terms, including, where applicable, execution outside a Regulated Market or trading venue.

16. Joint Accounts

16.1. Where a Client Account is opened in the names of two or more natural persons (a **"Joint Account"**), each Joint Account holder acknowledges and agrees to be jointly and severally liable for all obligations, liabilities, and responsibilities arising under this Agreement.

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Accordingly, each Joint Account holder shall be individually and collectively responsible for the full performance of all obligations relating to the Joint Account, including any debit balance, indebtedness, or other liability owed to the Company.

16.2. Unless the Company determines otherwise, each Joint Account holder shall be deemed to have full authority to act individually on behalf of all Joint Account holders in relation to the Joint Account, including giving or receiving instructions, notices, requests, consents, acknowledgements, or other communications, and placing Orders, withdrawing funds, closing Positions, or requesting the closure of the Joint Account. The Company may rely upon any such instruction without further enquiry or notice to the other Joint Account holder(s). Notwithstanding the foregoing, the Company reserves the right, at its sole discretion, to require any instruction, request, or authorisation to be given jointly by all Joint Account holders before taking any action.

16.3. Any Joint Account holder may request that the Joint Account be converted into a sole account or otherwise amended; however, the Company may, at its discretion, require the written consent or authorisation of all Joint Account holders before acting on such request. Any person removed from a Joint Account shall remain jointly and severally liable for all obligations, liabilities, Transactions, and commitments arising in connection with the Joint Account prior to the effective date of their removal.

17. Third Party Account Managers

17.1. The Client may appoint a third party to act as the Client's authorised representative or to manage the Client's Account and/or trading activities (an **"Account Manager"**). The Client represents and warrants that the Account Manager possesses all licences, registrations, authorisations, approvals, and regulatory permissions required under applicable law to perform such role. The Company shall not be under any obligation to verify the authority, qualifications, or regulatory status of the Account Manager. However, the Company may, at its sole discretion, require such evidence as it reasonably considers necessary to establish the Account Manager's authority to act on the Client's behalf and compliance with applicable legal and regulatory requirements.

17.2. The appointment of an Account Manager shall not become effective until the Company has received documentation satisfactory to it, which may include a duly executed power of attorney, investment management agreement, or other written authorisation, together with all identification and verification documents required by the Company. Any revocation, amendment, or termination of the Account Manager's authority shall be notified to the Company in writing and shall become effective only after the Company has had a reasonable opportunity to process such notice, unless the Company confirms an earlier effective date.

17.3. The Client acknowledges that the Client shall remain fully responsible for all instructions, Orders, Transactions, and obligations arising before the revocation or amendment of the Account Manager's authority becomes effective. The Client authorises the Company to rely upon and act upon any instruction received from the Account Manager, whether given orally, electronically, or in writing, without further enquiry or confirmation from the Client. The Company may communicate directly with the Account Manager regarding the Client Account, and any communication delivered to the Account Manager shall be deemed to have been delivered to the Client. The Client further authorises the Company to disclose to, or provide the Account Manager with access to, information relating to the Client Account, including personal information, to the extent necessary for the performance of the Account Manager's authority and in accordance with applicable law.

17.4. The Company may, but shall not be obliged to, impose restrictions, limits, controls, permissions, or other parameters on the Account Manager's authority or access to the Electronic Systems. The Client acknowledges that the Company has no obligation to supervise, monitor, or restrict the activities of the Account Manager and that the Client remains solely responsible for all acts, omissions, instructions, and Transactions carried out by or through the Account Manager.

17.5. The Client agrees to indemnify and keep the Company indemnified against all losses, liabilities, damages, costs, expenses, claims, demands, taxes, charges, penalties, and reasonable legal expenses incurred by the Company arising directly or indirectly from:

17.5.1. any breach of this Agreement by the Client;

17.5.2. he Company's execution, settlement, management, or closure of any Transaction entered into in accordance with this Agreement;

17.5.3. any instruction given by the Client or the Client's authorised representative;

17.5.4. any representation, warranty, declaration, or information provided by the Client that is inaccurate, incomplete, misleading, or untrue;or

17.5.5. any error or defect in an Order or instruction that reasonably appears to have originated from the Client or the Client's authorised representative, except to the extent that such loss results directly from the Company's fraud, wilful misconduct, or gross negligence where liability cannot lawfully be excluded.

17.6. Without limiting Clause 1.5, the Client shall indemnify and hold the Company harmless against any loss, liability, damage, or expense arising from: (a) the Company acting upon instructions given by the Account Manager, whether or not such instructions exceed the scope of the Account Manager's authority; or (b) any breach by the Account Manager of the terms of the Client's appointment or any applicable legal or regulatory requirement.

17.7. The Client agrees to defend, indemnify, and hold harmless the Company, its parent companies, subsidiaries, affiliates, licensors, service providers, directors, officers, employees, agents, and representatives from and against any claims, liabilities, losses, damages, costs, expenses, or reasonable legal fees arising out of or in connection with the Client's use of the Company's website, Trading Platform, products or Services, or any breach of this Agreement, the Privacy Policy, or any other policy or legal document published by the Company, except to the extent

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that such liability results directly from the Company's fraud, wilful misconduct, or gross negligence.

17.8. The Client acknowledges and agrees that the Company shall not be responsible for the acts, omissions, defaults, insolvency, or misconduct of any third-party broker, intermediary, introducing broker, agent, service provider, custodian, execution venue, or other person or entity that is not an affiliate of the Company. The Client shall indemnify and hold the Company harmless against any claim, loss, or liability arising from the acts or omissions of such third parties, except where such liability arises directly from the Company's own fraud, wilful misconduct, or gross negligence.

17.9. The Client ratifies and confirms all instructions given by the Account Manager to the Company and accepts full responsibility for all Transactions executed pursuant to such instructions. The Client shall indemnify and keep the Company indemnified against all losses, liabilities, damages, costs, or expenses incurred as a result of acting upon instructions received from the Account Manager. This indemnity shall apply irrespective of the circumstances giving rise to the relevant loss, liability, damage, cost, or expense, except to the extent that such loss results directly from the Company's fraud, wilful misconduct, or gross negligence.

18. Client Account

18.1. The Client must successfully open and maintain a Client Account with the Company before entering into any Transaction. This Agreement shall become effective upon the Company's acceptance of the Client's application and the receipt of the first cleared funds into the Client Account, provided that the Company has notified the Client of such acceptance in writing or by any other electronic means accepted by the Company.

18.2. The Client Account shall be used solely for the purposes of the Client's Transactions with the Company and shall not be used to make or receive payments on behalf of any third party, except where expressly authorised by the Company and permitted under applicable law.

18.3. Where the Client maintains two or more Client Accounts with the Company, the Company may, at its discretion and subject to applicable law, treat such Accounts as a single relationship for operational, administrative, credit, or risk management purposes. Without limiting the foregoing, the Company may transfer, combine, set off, or apply available funds, Margin, credit balances, or other assets held in one Client Account towards satisfying Margin requirements, liabilities, or obligations arising in any other Client Account held by the same Client. The Client acknowledges that any such transfer or set-off may result in the reduction of available Margin or the closure of open Positions in the affected Account(s).

18.4. Where the Company receives funds in a currency for which the Client does not maintain a corresponding Client Account, the Company may convert such funds into the Client's designated Base Currency or such other currency as the Company reasonably determines appropriate. Any currency conversion shall be carried out using the applicable exchange rate determined by the Company at the time the relevant funds become available to the Company and may be subject to applicable conversion charges, fees, or spreads.

19. Client Money

19.1. Any funds received by the Company from or on behalf of the Client in connection with the Client's Account shall be treated as **Client Money** in accordance with applicable law and the Company's client money arrangements. Unless otherwise required by applicable law or expressly agreed in writing, the Client acknowledges and agrees that the Company shall not be obliged to pay interest on Client Money or on any unencumbered credit balance held for the Client.

19.2. The Company may hold the Client's Money together with the money of other clients in one or more pooled or omnibus client accounts maintained in accordance with applicable law.

19.3. The Company shall maintain appropriate arrangements to safeguard Client Money and protect the rights of its Clients in accordance with applicable legal and regulatory requirements. Client Money shall, where required by applicable law, be held separately from the Company's own funds in one or more designated client accounts maintained with banks, payment service providers, or other approved financial institutions selected by the Company in accordance with its internal policies and risk assessment procedures.

19.4. Before depositing Client Money with any bank, payment service provider, custodian, or other third party, the Company shall exercise reasonable skill, care, and diligence in selecting, appointing, and periodically reviewing such institution, taking into account factors including its financial standing, regulatory status, market reputation, operational capabilities, jurisdiction, and any other relevant legal or commercial considerations.

19.5. Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client Money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where the Company transfers the Client Money (a) for the purposes of a Transaction for the Client through or with that person; or (b) to meet the Client’s obligations to provide collateral for a Transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in one or more segregated client’s bank account. The Company shall not be liable for the solvency, acts or omissions of any institution with which Client Money are held.

19.6. Unless the Client instructs the Company otherwise in writing and to the extent permitted by applicable law, the Company may transfer, deposit, or permit Client Money to be held or controlled by an exchange, clearing house, execution venue, intermediary broker, custodian, payment service provider, or other third party where such transfer is reasonably necessary for the execution, settlement, clearing, custody, collateralisation, or financing of the Client's Transactions or to satisfy the Client's obligations under this Agreement. By entering into this Agreement, the Client expressly authorises the Company to hold or transfer Client Money to one or more segregated client accounts or other permitted accounts for these purposes. The

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Company shall not be responsible for the insolvency, acts, omissions, or default of any third party holding Client Money except to the extent required by applicable law.

19.7. The Client authorises the Company to cease treating a Client Money balance as Client Money where permitted by applicable law and where: (a) the Company has determined that there has been no movement or activity on the relevant Client Account for a continuous period of at least six (6) years, excluding routine charges, fees, interest, or similar entries; (b) the Company has taken reasonable steps to contact the Client using the Client's last known contact details and has given the Client at least twenty-eight (28) days' written notice of its intention to cease treating the balance as Client Money; and (c) the Company maintains appropriate records of any balances released and undertakes to satisfy any valid claim subsequently made by or on behalf of the Client in accordance with applicable law..

20. Transfer of Funds

20.1. The Client shall ensure that all deposits and payments made to the Company contain the Client's full name, account details, and any other information reasonably required by the Company to comply with applicable anti-money laundering, counter-terrorist financing, sanctions, and other legal or regulatory requirements. As a general policy, the Company does not accept deposits or payments made by or on behalf of third parties unless expressly approved by the Company in accordance with applicable law.

20.2. The Client acknowledges that deposits to and withdrawals from the Client Account may be subject to fees, charges, exchange costs, or deductions imposed by banks, payment service providers, intermediaries, or other third parties. Funds received by the Company shall be credited to the Client Account on the applicable value date after receipt of cleared funds and net of any such deductions. The Company shall not be responsible for any losses, including any Margin Call or automatic liquidation, arising from delays in the processing, clearance, or crediting of deposits.

20.3. Unless otherwise expressly permitted by the Company and applicable law, the Company does not accept cash deposits, physical currency, negotiable instruments, or other cash equivalents.

20.4. The Company reserves the right to reject, refuse, delay, suspend, or return any payment or deposit where it reasonably determines that:

20.4.1. the payment has been made by a third party;

20.4.2. there are reasonable grounds to believe that the payer is not duly authorised or entitled to make the payment;

20.4.3. the payment may breach applicable laws, regulations, sanctions, anti-money laundering or counter-terrorist financing requirements, or the Company's internal policies;

20.5. Where the Company rejects or refuses to accept any payment or deposit, it may, subject to applicable law, return the funds to the originating account or payment source using the original payment method or any other lawful method determined by the Company. Any fees, charges, exchange costs, or expenses incurred in connection with the return of such funds shall be borne by the Client where permitted by applicable law.

20.6. The Client authorises the Company to credit and debit the Client Account and, where necessary, the Client's designated funding account for the purposes of settling Transactions, collecting fees, charges, commissions, financing costs, Margin obligations, or any other sums payable by the Client under this Agreement, and for processing deposits, withdrawals, refunds, reversals, or other authorised payment instructions.

20.7. The Client shall fund the Client Account only through the payment methods approved and made available by the Company through the Client Portal or by any other method expressly authorised by the Company. Where the Company permits the use of a payment agent, intermediary, or other authorised payment service, any transfer made through such person shall be at the Client's own risk. Any fees or charges imposed by such payment provider shall be the responsibility of the Client unless otherwise agreed.

20.8. The Client acknowledges and agrees that neither the Company nor any payment service provider, payment agent, introducing broker, intermediary, or other third party engaged in the transfer of funds shall be liable for any delay, loss, cost, or damage arising from the processing, transmission, or receipt of funds, except where such liability results directly from the Company's fraud, wilful misconduct, or gross negligence.

20.9. The Client acknowledges that the time required to process deposits and withdrawals may vary depending on the payment method selected, the processing times of financial institutions and payment service providers, regulatory verification requirements, and other circumstances beyond the Company's reasonable control.

20.10. Subject to this Agreement and the Company's Margin requirements, the Client may request the withdrawal of any available **Free Margin** standing to the credit of the Client Account without being required to close the Account or any open Positions.

20.11. The Company reserves the right to establish, amend, or apply minimum withdrawal amounts, withdrawal limits, verification requirements, or other reasonable conditions relating to withdrawals, provided that such requirements are made available to the Client through the Company's website, Client Portal, or other appropriate communication channels.

20.12. Unless otherwise agreed in writing or required by applicable law, all withdrawals or other amounts payable by the Company to the Client shall be remitted to the Client's verified funding source, bank account, or other payment method approved by the Company. Withdrawal requests shall be processed within the timeframes published by the Company from time to time, although the actual receipt of funds by the Client may be subject to the processing times of banks, payment service providers, or other intermediaries.

20.13. The Client acknowledges that where the Client's bank account, payment account, or other funding source is frozen, restricted, suspended, or otherwise unavailable for any reason, the Company shall not be responsible for any resulting delay or inability to process payments to

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the Client. The Client further confirms that the Client has reviewed and understood the information, terms, conditions, fees, and processing requirements applicable to each payment method made available through the Client Portal.

21. Withdrawals

21.1. All requests for withdrawal must be submitted by the Client through the Client Portal. In ordinary circumstances, withdrawal requests are processed within one (1) to three (3) Business Days, while withdrawals by bank wire may require up to seven (7) Business Days. Processing may take longer where unforeseen circumstances arise or where the Company requires additional information, documentation, or verification. The minimum amount that may be withdrawn by bank transfer is USD 100, or the equivalent amount in another currency. Any bank transfer withdrawal request below this threshold may be declined.

21.2. As a general rule, withdrawals shall be processed using the same payment method used by the Client to fund the Client Account and shall be returned to the same originating account or remitter, subject to applicable law and the Company's internal procedures. The Company may refuse to process a withdrawal through a particular payment method and may require the Client to select an alternative method, in which case the Client must submit a new withdrawal request through the Client Portal. Where applicable, the Company may also require funds to be withdrawn in the same currency in which they were originally deposited. If the Company is not satisfied with any information or documentation provided in connection with a withdrawal request, it may reject or reverse the withdrawal and re-credit the relevant amount to the Client Account, less any applicable charges or fees imposed by banks, payment service providers, or other funding intermediaries.

21.3. All withdrawal and fund transfer requests must be initiated through the Client Portal. Where reasonably practicable, the Company shall inform the Client in advance of any known fees, charges, commissions, or other costs associated with the requested transfer.

21.4. The Company reserves the right to reject, delay, suspend, or place on hold any withdrawal request where additional documentation, information, verification, or compliance checks are required from the Client. The time taken for withdrawn funds to reach the Client's designated funding account will depend on the payment method selected and on the processing times of the relevant bank, payment service provider, or other intermediary.

21.5. If a withdrawal request fails for any reason, the customer will be promptly notified by an email indicating the reason for failed withdrawal. Reasons for failed withdrawals may include insufficient funds, technical issues, and incorrect method selected. Client is required to address the cause of the rejection before requesting a new withdrawal. For any questions or assistance regarding withdrawals, please contact info@capitalatlantis.com.

22. Company's Charges

22.1. In consideration for the Products and Services provided under this Agreement, the Company shall be entitled to charge the Client such fees, commissions, spreads, financing charges, and other amounts as are applicable from time to time, together with reimbursement of any reasonable costs and expenses incurred by the Company in providing the Services. The Company reserves the right to amend the nature, amount, rate, or calculation of any Charges at any time in accordance with its pricing policies. Where required, the Company shall notify the Client of such changes through its website, Trading Platform, Client Portal, email, or any other agreed means of communication. The Client acknowledges and agrees that the Company may amend its Charges without obtaining the Client's prior consent.

22.2. The Company may earn remuneration by applying a mark-up or mark-down to the prices at which Transactions are executed, by charging commissions, spreads, financing charges, or by applying any combination of these. Where the Client has been introduced to the Company by an Introducing Broker or other authorised intermediary, the Company may share a portion of the Charges received from the Client with such Introducing Broker or intermediary in accordance with the applicable commercial arrangements. The Company may also charge fees relating to banking services, payment processing, currency conversion, wire transfers, returned payments, or other administrative or ancillary services. The Client may also elect to purchase optional products or value-added services offered by the Company, for which separate fees may apply.

22.3. The Client authorises the Company to debit the Client Account for any fees, costs, expenses, or charges imposed by banks, payment service providers, card issuers, electronic wallet providers, intermediaries, or other third parties in connection with deposits, withdrawals, transfers, currency conversions, or other payment-related services, where such charges are payable by the Client.

22.4. The Client acknowledges that deposits made by credit card, debit card, or other electronic payment methods may be subject to processing fees or charges imposed by the relevant payment service provider, card issuer, or financial institution, and that such fees may vary from time to time.

22.5. Unless otherwise expressly agreed by the Company, all fees, charges, commissions, taxes, bank charges, payment processing fees, currency conversion costs, and other expenses arising in connection with deposits, withdrawals, or other transfers to or from the Client Account shall be borne by the Client. The Company may debit the Client Account for any such amounts where applicable.

22.6. The Client shall pay all amounts due and payable to the Company promptly in freely transferable, cleared, and immediately available funds, in the currency and to the account specified by the Company. Unless required by applicable law, all payments shall be made in full without any set-off, counterclaim, deduction, withholding, or other reduction.

22.7. The Company may deduct any fees, charges, commissions, expenses, taxes, or other amounts payable by the Client under this Agreement from any funds held by the Company on the Client's behalf. For this purpose, the Company may combine, consolidate, transfer, or set off balances between any Client Accounts maintained by the Client. Where necessary to satisfy the Client's obligations, the Company may also close, liquidate, or reduce one or more of the Client's open Positions in accordance with this Agreement.

22.8. Where any amount becomes due and payable by the Client to the Company and sufficient cleared funds are not available in the Client Account, the Company may treat the Client as being in default of payment and may exercise any rights available to it under this Agreement or applicable law, including rejecting new Orders, closing or liquidating open Positions, applying available funds or assets held by the Company, or taking any other action reasonably necessary to recover the outstanding amount.

22.9. The Company may charge interest on any overdue amount owed by the Client at a rate reasonably determined by the Company to reflect its funding costs or other reasonable commercial considerations. Interest shall accrue daily until payment is made in full. Where the Client fails to satisfy any payment obligation, Margin requirement, or other financial obligation within the time specified by the Company, the Company may, without further notice where permitted by applicable law, sell, liquidate, or otherwise realise Financial Instruments or other assets held in the Client Account to satisfy the outstanding obligation. The Company shall notify the Client of any such action as soon as reasonably practicable through the Trading Platform, email, telephone, or any other agreed means of communication.

22.10. The Company may deduct, withhold, or remit any taxes, duties, levies, or similar charges from any payment where required by applicable law. Where the Client is required by law to deduct or withhold any tax or other amount from a payment due to the Company, the Client shall pay such additional amount as is necessary to ensure that the Company receives the full amount that would have been payable had no deduction or withholding been required, unless prohibited by law. The Company may debit any amount due from any Client Account maintained by the Client.

22.11. The Client is solely responsible for determining, reporting, and satisfying all tax liabilities arising from the Client's use of the Company's Services or from Transactions entered into under this Agreement. The Company shall have no responsibility for advising the Client on tax matters or for paying any taxes on the Client's behalf unless required by applicable law.

22.12. Where the currency of the Client's bank account, payment card, electronic wallet, or other funding source differs from the currency of the deposit or the base currency of the Client Account, any currency conversion may be carried out by the relevant bank, payment service provider, card issuer, or electronic wallet provider at its prevailing exchange rate and subject to any applicable fees, charges, or spreads. The Company shall not be responsible for any exchange rate differences or charges imposed by such third parties.

22.13. The Company reserves the right to apply an inactivity or administrative fee where the Client Account has remained inactive for a continuous period specified by the Company and published on its website or Trading Platform. For the purposes of this Clause, inactivity may include the absence of trading activity, deposits, withdrawals, or other account activity. Where applicable, such fee may be deducted from the available balance of the Client Account until the account balance is exhausted or the account is closed, subject to applicable law.

22.14. Where the Company reasonably determines that deposits and withdrawals are being made without genuine trading activity, or that the Client Account is being used primarily for purposes other than trading, the Company may charge a reasonable administrative fee to recover costs incurred in processing such transactions. The Company may also apply such fee where the level of trading activity falls below any minimum trading threshold established under its policies and communicated to the Client.

22.15. The Company reserves the right to recover from the Client any costs, fees, charges, losses, or expenses arising from a chargeback, payment reversal, disputed transaction, or similar payment recovery process initiated in relation to funds deposited into the Client Account. The Company may apply a reasonable administrative fee to cover investigation, processing, and recovery costs, and the Client shall remain responsible for the amount of the reversed payment together with any fees imposed by payment service providers, card issuers, banks, or other financial institutions.

22.16. Where the Company receives a chargeback, payment reversal, or similar claim in relation to any payment made by or on behalf of the Client, the Company may seek reimbursement by debiting the Client Account, deducting amounts from future payments due to the Client, charging any payment method previously authorised by the Client where permitted by applicable law, or by any other lawful means. The Company shall exercise its rights under this Clause reasonably and for legitimate purposes, including mitigating losses, protecting its legal and commercial interests, complying with applicable law, verifying the origin of funds, and ensuring that the applicable Margin requirements continue to be satisfied.

22.17. If the Company receives any chargeback, payment reversal, dispute, claim, or similar request from the issuer of the Client's payment card, bank, payment service provider, or any other payment method used by the Client, the Company may, where it reasonably considers such action necessary to protect its legitimate interests, take one or more of the following measures, with or without prior notice where permitted by applicable law:

a) close, liquidate, or reduce any or all open Positions in the Client's Account and debit the Client Account for any resulting liabilities, costs, or losses;
b) restrict or suspend the Client's ability to make further deposits, including during periods where additional Margin may otherwise be required;
c) restrict, delay, or suspend withdrawals from the Client Account until the dispute or chargeback has been resolved; and
d) impose such additional restrictions on the Client Account as the Company reasonably considers appropriate;
e) terminate this Agreement and close the Client Account in accordance with the termination provisions of this Agreement

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22.18. The Client acknowledges and accepts that all credit card transactions (deposits) are non-refundable and irrevocable.

22.19. The Client further confirms and acknowledges that the right of the chargeback shall not be permitted in cases when the Company has already executed a Transaction.

22.20. Any kind of fraud including credit/debit card fraud, without exception, will not be tolerated and will be investigated fully. If for any reason a claim, dispute, and/or chargeback is received by any payment method and the Company has reason to suspect possible fraud, the Client acknowledges that the Company reserves the right, at its sole discretion and without any limitation or notice, to place the following measures and restrictions on the Client's Account:

a) Block any access to the Company's Electronic Systems and cancel the Client's Access Codes;
b) Terminate the Client's Account in accordance with paragraph 27;
c) Close any open positions regardless of a loss or profit and debit the Client's Account;
d) Reverse any profits or revenues generated through prohibited trading activities and inform any interested third parties accordingly.

22.21. By accepting this Agreement, the Client has read, understood, and accepted the "Contract Specifications" as these are uploaded on the Company's Website, in which all related commission, costs, and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs, and financing fees and the new information will be available on the Website. It is the Client's responsibility to visit the Company's Website and review the Contract Specifications during the time he is dealing with the Company as well as prior to placing any orders with the Company.

23. Inducements

In addition to any fees and charges paid by or on behalf of the Client, the Company may pay or receive fees, commissions, or other monetary or non-monetary benefits to or from third parties, provided that such arrangements are intended to enhance the quality of the Services provided to the Client and do not impair the Company's obligation to act honestly, fairly, professionally, and in the best interests of the Client.

24. Introduction of Clients from a Third Party

24.1. The Client may have been introduced or referred to the Company by an Introducing Broker. Where such an arrangement exists, the Company may pay the Introducing Broker a fee, commission, or other remuneration pursuant to a written agreement between the Company and the Introducing Broker.

24.2. The Company may pay fees, commissions, or other remuneration to Introducing Brokers or other third parties under written commercial arrangements. Such remuneration may be calculated by reference to factors including the number of Clients referred to the Company, the frequency or volume of Transactions undertaken by referred Clients, or other agreed commercial criteria. Upon the Client's request, the Company shall provide further information regarding the nature or amount of any fees, commissions, or other remuneration paid to an Introducing Broker or other relevant third party, to the extent required by applicable law.

24.3. The Client acknowledges and agrees that the Company shall not be responsible for, or liable in respect of, any separate agreement, arrangement, obligation, representation, or cost arising between the Client and an Introducing Broker, including any additional fees or expenses incurred by the Client as a result of such arrangement.

24.4. The Client acknowledges and agrees that the Introducing Broker acts independently and is not a representative or agent of the Company and does not otherwise act on behalf of the Company. The Introducing Broker is not authorised to provide any guarantees or any promises with respect to the Company or its Services and any advice or personal recommendations given by an Introducing Broker to the Client regarding his Client Account or Transactions is not given on behalf of the Company and nor does the Company accept or assume any responsibility whatsoever for any such advice or recommendations.

24.5. Under its contractual arrangements with Introducing Brokers, the Company prohibits Introducing Brokers from providing investment advice or personal investment recommendations to Clients on behalf of the Company, unless expressly authorised and permitted under applicable law.

25. Force Majure

25.1. The Company shall not be liable to Client for any claims, losses, damages, costs, or expenses including attorneys' fees caused directly or indirectly by any events, actions, or omissions including without limitation claims, losses, damages, costs, or expenses including attorneys' fees resulting from civil unrest, war, insurrection, international intervention, governmental action (including without limitation exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure, or malfunction of any transmission or communication system or computer facility whether belonging to capitalatlantis.com, Client, any market, or any settlement or clearing system.

25.2. Where we reasonably consider that an exceptional event specified in Clause 25.3 has occurred or is occurring, we may make take one or more of the following steps without giving you notice and without being liable to you for any Losses that you may suffer as a result:

i. Change your Margin requirements which might mean that you may have to provide more

Margin;

ii. Limit the availability of instructions that you can give in respect of an Order or Position;
iii. Close your open Positions at a price that we reasonably think is appropriate;
iv. Change the trading hours for a Product; and
v. Cancel or void all Orders or open Positions which are affected by the exceptional event.

25.3. An exceptional event is:

i. Any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
ii. Any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
iii. Any epidemic, pandemic or public health emergency of national or international concern;
iv. Any act or regulation made by a government, supranational body or authority that we believe stops us from maintaining an orderly market in relation the Products traded on the Platform;
v. The suspension or closure of any exchange;
vi. The nationalisation of any exchange by a government;
vii. The imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on the Platform;
viii. The abandonment or failure of any instrument that we use to make our quotes;
ix. Excessive changes to the price, supply or demand of any product (or where we reasonably anticipate change);
x. Technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
xi. The failure of any intermediate broker, agent, custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;
xii. Liquidity Providers not providing, or being unable to provide liquidity, to us;
xiii. An event which significantly disrupts the market, which could include the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product; or
xiv. Any event causing partial or non-performance of our obligations beyond our reasonable control, such as breakdowns, delays, malfunctions, failures in communication, computer systems, or our website, industrial actions, acts of terrorism, natural disasters, governmental regulations, or failures by intermediaries like brokers, agents, custodians, or markets.

26. Miscellaneous

26.1. Market data and other published information

The Client agrees that all market data, news, research, recommendations, and other information

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provided through the Company's Website, Trading Platform, or other channels is for the Client's personal use only and may not be reproduced, redistributed, or disclosed without the Company's prior written consent. Any research or recommendations provided are for general information only, may be subject to distribution restrictions, and do not constitute investment advice or a personal recommendation. The Company does not guarantee simultaneous delivery of such materials to all Clients and shall not be liable for any investment decision made in reliance on them, except where liability cannot be excluded by applicable law.

26.2. **No Waiver**

i. No provision of this Agreement shall be deemed waived unless such waiver is made in writing and signed by the Client and a duly authorised representative of the Company.
ii. No waiver shall be implied by any course of dealing between the Parties or by any delay or failure of the Company to exercise or enforce any of its rights or remedies under this Agreement.
iii. No oral agreement, representation, or instruction that is inconsistent with this Agreement shall be valid or enforceable.
iv. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements, and there are no other terms, conditions, or obligations other than those contained herein.

26.3. **Policies**

i. All Policies in effect from time to time shall form an integral part of this Agreement. By accepting, or being deemed to have accepted, these Terms, the Client confirms that they have read, understood, and agreed to be bound by the applicable Policies.
ii. The Company may amend any Policy from time to time at its discretion. Any amendment shall be published on the Company's Website, and the Client shall be deemed to have accepted the amended Policy seven (7) Business Days after the date of publication.

26.4. **Assignment**

These Terms shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Client shall not assign, transfer, charge, create any security interest over, or otherwise dispose of any rights or obligations under this Agreement without the Company's prior written consent, and any attempted assignment or transfer made in breach of this Clause shall be null and void. The Client shall not declare or permit the creation of any trust over any rights arising under this Agreement without the Company's prior written consent.

Subject to applicable law, the Company may delegate the performance of any of its obligations to an appropriately qualified third party, provided that such delegation shall not relieve the Company of its obligations under this Agreement. The Company may also assign, novate, transfer, or otherwise deal with any of its rights, benefits, obligations, or the Client Account to any affiliate, successor, authorised service provider, or other legal entity without the Client's consent, where permitted by applicable law. The Client acknowledges and authorises any such transfer or assignment. The Client may not assign or transfer this Agreement or the Client Account without the Company's prior written consent, and any attempted assignment in breach of this Clause shall be invalid and of no legal effect.

26.5. **Monitoring, Security and Confidentiality**

i. Atlantis Capital Limited may monitor activity conducted through Client Accounts for the purposes of detecting, preventing, or investigating suspected money laundering, fraud, or other unlawful activity.
ii. The Client acknowledges that the Client is solely responsible, jointly and severally where applicable, for maintaining the confidentiality and security of all Account numbers, passwords, and other access credentials used to access Atlantis Capital Limited’s electronic trading systems or submit Orders.
iii. The Client shall be fully responsible for all activities, Orders, Transactions, and other actions carried out through the use of the Client’s Account credentials.
iv. The Client agrees to indemnify and hold Atlantis Capital Limited harmless against any loss, liability, or claim arising from instructions submitted by any person using the Client’s confidential Account information, including where such instructions conflict with those of the Client. The Client shall immediately notify Atlantis Capital Limited in writing or by email upon becoming aware of any loss, theft, compromise, or unauthorised use of the Client’s Account number, password, or other access credentials.

26.6. **No Separate Agreements**

i. The Client acknowledges that no separate agreement exists with any broker, employee, representative, or agent of the Company concerning trading in the Client Account, including any arrangement purporting to guarantee profits, prevent losses, or limit the Client’s exposure.
ii. The Client shall immediately notify the Company’s Compliance Department in writing of any such agreement, representation, or understanding. The Client shall also promptly report in

writing any statement or representation concerning the Client Account that is inconsistent with the information, confirmations, or statements provided by the Company.

iii. The Client acknowledges and agrees that the Company shall not be liable for any loss, damage, or liability arising from: (a) Transactions executed pursuant to the Client's direct instructions or authorisation; (b) Transactions executed by a person acting under authority validly granted by the Client in accordance with the Company's approved procedures; or (c) trading activity resulting in a loss of principal.

iv. The Company does not guarantee or warrant the profitability of any Transaction or the preservation of the Client's invested capital. The Client accepts full responsibility for all trading risks, including the risk of losing some or all of the principal invested.

v. The Company shall not be responsible for any loss, damage, or liability arising from any agreement, arrangement, instruction, or Transaction involving a third party to whom the Client has granted authority to act on the Client's behalf. Any action taken by such third party pursuant to that authority shall be deemed the responsibility of the Client.

vi. Any disputed Transaction must be reported to the Company's Compliance Department in accordance with the notice provisions of this Agreement. The Client agrees to indemnify and hold the Company harmless against any loss, damage, cost, or liability arising from the Client's failure to notify the Compliance Department within one (1) Business Day of becoming aware of any matter referred to in this Clause. All notices under this Clause shall be submitted to the Company using the contact details designated by the Company from time to time.

26.7. Severability

This Agreement, together with all attachments, statements, confirmations, and any documents incorporated by reference, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, representations, and understandings relating to the same.

If any provision of this Agreement is determined by a court, regulator, self-regulatory body, or other competent authority to be invalid, unlawful, or unenforceable, such provision shall, to the extent necessary, be modified, limited, or severed so as to comply with the applicable requirement. The remaining provisions of this Agreement shall continue in full force and effect as if the invalid or unenforceable provision had not been included.

27. Client Complaint

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27.1. If the Client wishes to raise a complaint regarding any aspect of the Services provided by the Company, the complaint shall be submitted and handled in accordance with the Company's Complaint Handling Policy, as published in the Legal Documents section of the Company's Website.

27.2. The Client may submit a complaint by completing the Company's prescribed Complaint Form and sending it to Atlantis Capital Limited through the complaints contact details published on the Company's Website.

28. Conflicts of Interest

28.1. Under Applicable Regulations the Company is required to have arrangements in place to manage conflicts of interest between the Company and its clients and between clients themselves. The Company shall maintain and operate effective arrangements with a view to taking all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided the Company shall disclose to the Client the nature and source of the conflict. The Company shall at all times ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

28.2. The Client acknowledges and accepts that he has read and accepted the "Conflicts of Interest Policy", which is available in the Legal Documents section of the Company's Website.

29. Anti- Money Laundering Provisions

Client agrees to and acknowledges that Company may conduct the following procedures at the time of the opening and throughout the existence of the Account:

29.1. In accordance with anti-money laundering and combating the funding of terrorism standards, company may require identifying and verify the person who signs up. When a client opens an account, company is required to collect information such as, but not limited to, name and surname, date of birth, and residential address. The Client agrees that the Company reserves the right to close the account at its sole discretion if we come across any problem with the verification checks.

29.2. After the person completes the sign-up form, they will be asked to verify his or her email address via an activation link. If this step is not completed, access to the account will be denied.

29.3. After the Client completes the sign-up form, in order to access the account, they need to enable Two-factor authentication (2FA) on his account. It is an extra layer on your Trading account to protect your account and data from unauthorized access attempts.

29.4. In order to complete the identity verification, Company may make use of third-party providers to confirm any information that the person registers. The company may verify the Client's information by requiring Client to provide official identification documents and proof of

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address or additional documents which you will be advised of at the time. Corporate clients will be required to submit additional documentation such as (not limited to) certificates of incorporation and articles of association.

29.5. At any given time whilst the Client has an account open with us, we may decide to conduct further verification checks (which may include requests for additional documents or information) to satisfy routine security checks. If we are not able to verify the person's registered details if the Client is not able to or deny providing the requested document/s and/or information, the Company has the right to suspend the account and return any remaining balance up to the amount of the original deposits.

29.6. You agree strictly to comply with all applicable laws or regulations as well as the local authorities for preventing and surpassing money laundering activities, which requires company to obtain certain verification documents from Clients. If we reasonably consider you have not so complied, we may terminate this Agreement immediately without notice.

29.7. The Company may also request the Client to inform the Company how the invested funds were obtained or accumulated. This process may require proof of certain documentation. Company has the right not to carry out orders or instructions received from the Client, as long as the Client has not supplied information requested by the Company. The Company takes no responsibility for any possible delays whereas the Client's verification documents are outstanding.

29.8. The Client confirms that the funds deposited to the account held with the Company are derived from legitimate sources. The Client further acknowledges and confirms that he or she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the account, and that the Client is trading on his or her own behalf and on his or her own accord.

30. Communication between the Client and Company

30.1. The Client acknowledges and agrees that all confirmations, statements, notices, reports, and other communications may be provided electronically by posting them to the Client's online account, Trading Platform, Client Portal, or by sending them to the Client's registered email address or such other email address as the Client may notify to the Company from time to time. The Company shall communicate through its designated corporate email domain and other authorised communication channels.

30.2. The Client acknowledges that emails and other electronic communications sent to or from the Company may be monitored, recorded, reviewed, retained, or disclosed where permitted or required by applicable law. The Client further acknowledges that delays may occur in the transmission or receipt of electronic communications.

30.3. Subject to applicable law, the Company shall not be liable for any delay, failure, or interruption in the delivery or receipt of electronic communications arising from circumstances beyond its reasonable control, including delays attributable to third-party communication service providers. Electronic communications may be retained by the Company's systems in accordance with its record-keeping obligations and policies.

30.4. The Client shall not submit Orders or trading instructions by email unless the Company expressly permits such method of communication. The Company shall not be liable for any loss arising from Orders or instructions transmitted by email or any other unauthorised communication channel. Communications through the Company's website, Trading Platform, Client Portal, mobile applications, electronic messaging services, or other electronic channels may be monitored, recorded, retained, or disclosed where permitted by applicable law.

30.5. Unless otherwise specified by the Company, any notice, instruction, request, or other communication from the Client shall be submitted in writing using the contact details or communication channels designated by the Company from time to time.

30.6. The Company may provide information, notices, disclosures, or other communications in paper form or by electronic means, including through the Client's registered email address, the Trading Platform, the Client Portal, or any other communication channel agreed between the Parties.

30.7. Unless otherwise agreed in writing, all communications between the Company and the Client shall be conducted in the English language.

30.8. Where the Client accepts any document electronically, including by selecting an acceptance box, confirming acceptance through the Trading Platform or Client Portal, or by any other electronic method approved by the Company, such acceptance shall have the same legal effect as acceptance in writing.

30.9. The Parties acknowledge and agree that any electronic signature or electronic acceptance used in connection with this Agreement or any related communication shall be legally valid and binding to the fullest extent permitted by applicable law.

30.10. The Client acknowledges and agrees that the Company may communicate with the Client through the Trading Platform, Client Portal, the Company's website, email, telephone, post, electronic messaging, live chat, or any other communication method agreed between the Parties.

31. Common Reporting Standard (“CRS”) / Foreign Account Tax Compliance Act (“FATCA”)

31.1. Under both CRS and FATCA regulations the Company is obliged to collect certain information from Clients concerning their tax residency status for purposes of tax reporting.

31.2. By opening an Account, the Client authorizes the Company to provide, directly or indirectly, to any relevant tax authorities or any party authorized to audit or conduct a similar control of the Company for tax purposes, information about the Client or his Account and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant.

31.3. The Client acknowledges and agrees that any information including, but not limited to, information regarding income paid or credited to or for the Client’s benefit may be reported to the tax authorities (directly or indirectly) in which the Client is a resident for tax purposes.

31.4. The Client shall immediately inform the Company of any changes in circumstance concerning his tax residency status within 30 days of such change.

31.5. The Company retains the right to suspend, restrict, or close Accounts in situations where a Client does not comply with the Company's request for information to identify their tax residency status.

31.6. The Client acknowledges that the Company does not provide tax advice, and it is the Client's responsibility to remain informed at all times as to their tax liabilities and obligations arising out of their Account activity.

32. Non-Solicitation and Non-Disparagement

32.1. The Client shall not solicit, induce, encourage, or attempt to solicit, induce, or encourage any client, business partner, or other commercial relationship of Atlantis Capital Limited to terminate, reduce, alter, or otherwise adversely modify their relationship with Atlantis Capital Limited.

32.2. The Client shall not make, publish, distribute, or communicate any false, defamatory, malicious, or disparaging statement concerning Atlantis Capital Limited, its affiliates, subsidiaries, directors, officers, employees, agents, or representatives, where such statement may reasonably be expected to harm their reputation, business, or financial interests.

32.3. In the event of any breach of this Clause, Atlantis Capital Limited shall be entitled to seek injunctive or other equitable relief, in addition to any other rights or remedies available under applicable law. The Client shall indemnify and hold harmless Atlantis Capital Limited against any loss, damage, liability, cost, or reasonable legal expense arising directly from such breach, to the extent permitted by applicable law.

33. Provision of Information, Data Protection

33.1. The Client shall immediately provide the Company with any requested information as evidence for the matters referred to in this Agreement or to comply with any Applicable Regulations. The Client must also notify the Company of any material changes to such information. By opening an Account with the Company and placing orders or entering into Transactions with the Company, the Client acknowledges the provision of personal information (potentially including sensitive data) as defined by the applicable Data Protection Act. The Client consents to the processing of this information by the Company to fulfill its obligations under this Agreement and manage the relationship with the Client, which includes sharing information with third-party and affiliates. Data may be transferred, stored and processed in countries that do not offer "adequate protection" pertaining to the operation of the Client's Account. This includes processing instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of the Company's affiliates who are responsible for the Client relationship, to access Client information.

33.2. The Client confirms that they have read and accepted the "Privacy Policy," which is available on the Company's Website.

33.3. The Company manages personal data in accordance with the Applicable Regulations, and it has implemented security procedures to protect the storage and disclosure of Client's personal information to prevent unauthorized access and ensuring compliance with legal obligations.

33.4. The Company reserve the right to disclose personal information without informing the Client to any relevant regulator of the Client's business or, to the Client's employer (including the employer's Compliance Officer) if permitted exempt under the Applicable Regulations (or any successor or equivalent legislation or regulations in a foreign jurisdiction) or to any other person the Company accepts as seeking a reference or credit reference in good faith or to regulatory or governmental authorities if the Client is directly or indirectly involved in fraud.

33.5. The Client acknowledges and agrees that the Company may obtain, process, disclose and transfer personal data about the Client, (and, where applicable, individuals for whom the Client provides personal data) affiliates of the Company, without prior notification. The Client understands that the data protection laws in other jurisdictions may not provide the same level of protection as those under the Applicable Regulations.

33.6. The Client acknowledges and accepts that he has read and accepted the "Privacy Policy", which is available in the Company's Website.

34. Termination & Closing procedure

34.1. These terms and conditions remain in effect until one of the instances of default or termination specified in these terms or otherwise available in the Client Agreement.

34.2. The Client may terminate this Agreement by giving five (5) business days' written notice to the Company. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so.

34.3. Upon termination of this Agreement, the Company shall be entitled, without prior notice of the Client, to cease the access of the Client to the Trading Platform.

34.4. The termination by the Client or the Company does not relieve the client from the obligation to settle any account deficit, company reserves the right to exercise all its rights describes in this agreement to fulfill and collect any funds owned by the client.

34.5. The Company may close all open Transaction positions and terminate this Agreement immediately without giving five (5) business days' written notice in the following cases:

If at any time:

i. The Client fails to comply fully and by the required time with any obligation to make any payment when due under this Agreement;
ii. The Company has reasonable grounds to believe that the Client is in breach of any covenant or provision set out in this Agreement;
iii. The Company believes that Client activity might be a violation of any Applicable Regulations;
iv. The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Client;
v. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.

34.6. The Company may terminate this Agreement immediately without giving five (5) business days' written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

34.6.1. The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.
34.6.2. The Company have grounds to believe that the Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

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

34.7.1. Any pending fees or commissions of the Company and any other amount payable to the Company;
34.7.2. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;

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34.7.3. Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above Client liabilities or contingent liabilities from the Client's Account.

34.8. Upon termination of the Agreement, the Company shall immediately transfer to the Client the Client's assets (i.e. funds) in its possession, providing that the Company shall be entitled to keep such a Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

35. Amendment

35.1. We reserve a right to amend the terms of any Agreement including annexures entered into between you and Atlantis Capital Limited, without your prior written consent.

35.2. We will publish the latest version of the Agreements on our website. The latest version will supersede all earlier versions.

35.3. We may amend or replace this agreement by publishing latest agreement on our website, including but not limited to:

a. Making the provisions clearer or more favourable to you;
b. Reflecting legitimate increases or reductions in the cost of providing services to you;
c. Rectifying any mistakes that may be discovered;
d. Reflecting any changes in the applicable laws, codes of practice or decisions by court, ombudsman, regulator or similar body;
e. Reflecting changes in market conditions;
f. Reflecting changes in the way we do business.

35.4. You agree to the version of this Agreement published on our website at the time of entering into a CFD transactions.

35.5. If you object to any changes, you must notify us within 14 days of the date of such Publication is deemed to be received under Clause 30. If you do not do so, you will be deemed to have accepted the changes. If you give us notice that you object, then the changes will not bind you; but we may require you to close your account as soon as reasonably practicable and/or restrict you from placing trades and/or orders to close your open positions.

35.6. An amendment made under this agreement will apply, including to all open positions and unexecuted orders, from the effective date as stated by us of the changes specified in this agreement.

35.7. You will be deemed to have accepted such amendment if you continue to use our Products and Services. An amendment may impact outstanding Orders, a Position or any legal rights or obligations which may already have arisen.

36. Intellectual Property

All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) related to the trading platforms remain with us or our licensors. You are not permitted to copy, interfere with, alter, amend, modify, reverse compile, or disassemble the trading platforms, unless explicitly allowed by us in writing or as permitted by law. Copies made in accordance with the law must adhere to the terms of this Agreement and must display all licensors' trademarks and copyright notices.

All intellectual property rights in the Company Trading Platform (Trading Platform") are the exclusive property of the Company and or its third-party service providers. Clients have no right or interest in the Trading Platform other than to access and use it as specified herein. The Trading Platform is confidential and was developed with substantial skill, time, effort, and money. You will protect its confidentiality, granting access only to employees and agents on a need-to-access basis. Do not publish, distribute, or disclose information related to the Trading Platform to third parties. Also, you must not copy, modify, decompile, reverse engineer, or create derivative works of the Trading Platform or its operation.

37. General Provisions

37.1. The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer his rights or obligations under this Agreement or any interest in this Agreement, without the Company's prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.

37.2. If the Client is a partnership, or otherwise comprises of more than one person, his liability under this Agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or Company's rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.

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

37.4. If any provision of this Agreement 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 this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.

37.5. The Company' records, unless proven to be wrong, shall be the evidence of Client's dealings with the Company in connection to the services provided. The Client shall not rely on the

Company to comply with Client's record keeping obligations, although records may be made available to the Client on request at the Company's discretion.

37.6. This Agreement and all Transactions are subject to Applicable Regulations so that:

(i) if there is any conflict between this Agreement and any Applicable Regulations, the latter shall prevail;

(ii) These Terms and Conditions are an integral part of the Client Agreement. All provisions contained herein and in the Client Agreement shall be read together and construed as one cohesive document. In the event of any conflict or inconsistency between the provisions of these terms and the Client Agreement, the Company shall have the sole discretion to choose the interpretation or provision that is most beneficial to the Company;

(iii) nothing in this Agreement shall exclude or restrict any obligation which the Company has towards the Client under Applicable Regulations;

(iv) the Company may take or omit any action it considers necessary to ensure compliance with any Applicable Regulations and whatever the Company does or fails to do in order to comply with them shall be binding on the Client;

37.7. This Agreement may be amended from time to time, and the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Company's Website. Any changes to this Agreement shall not apply to Transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Client disagree with the changes, he may terminate this Agreement in accordance with paragraph 33 hereof.

37.8. A person who is not a party to the Client Agreement has no rights to enforce any terms of this Agreement.

37.9. In case the Company in good faith has reason to believe that a Client (whether individually or as part of a group) has participated in Abusive Behaviour as defined below, then the Company is entitled at its sole discretion:

i. to cancel any profits, as well as any Introducing Broker's fees, generated from Abusive Behaviour,

ii. to offset any resulting losses against related/hedged winning accounts,

iii. to terminate that Client's access to services provided by the Company or terminate the contract between the Company and the Client for the provision of services,

iv. to block that Client's Account(s) (save where required otherwise by a relevant authority) and to arrange for the transfer of any unused balance (less any bonus (if applicable)) to the Client.

For the avoidance of doubt, Abusive Behaviour includes the following:

i. giving instructions on behalf of a client without due or proper authority;

ii. repeatedly failing to respond to an email for a period of 15 days or more;

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iii. the Client, by himself or acting with others (including an Introducing Broker), constructing a trading position or positions which have the purpose to generate profits without exposure to economic risk, including without limitation loss of the Client's capital (or the capital of others);

iv. the Client, by himself or acting with others, having an account or accounts where the Client hedging his positions including, without limitation, by holding open position(s) on the opposite of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with the Company) or externally (using other trading accounts held with other brokers).

38. Representations, Warranties and Undertakings

38.1. You represent, warrant, and undertake to us with the intention that the following warranties, representations, and undertakings are repeated each time you provide instructions to us:

i. The Client acknowledges that he/she is over 18 years old to enter into this Agreement and any transactions which may arise under them;

ii. If you are a company you are empowered by and have obtained all necessary corporate authorisation from the relevant authorities or otherwise applicable, under the constitution and law where your company operates.

iii. You are not under any legal disability and are not subject to any law which prevents you from entering the client agreement or any other forms as provided by the company or any margin contract, option contract or CFDs;

iv. The Client is aware of the laws and regulations in regard to being allowed to enter into this Agreement and the information that he provides on the account opening form (registration process) as well as in any other documentation is complete, true and accurate. For any change or amendment in the above-mentioned information, including change of address, the client remains responsible to notify the Company;

v. The client has and fully understood and undertakes to comply with the Client Agreement and this Terms and Conditions and the other various documents found on the Company's website, namely "Privacy Policy", "Policy on CFDs on Futures and Indices", "Conflict of Interest Policy", "Deposit/withdrawal Policy", "Risk Disclosure Policy", "Complaint Handling Procedure" and if applicable the "Cookie Policy" and "Website Usage Policy";

vi. The Client has obtained the necessary approvals from the relevant regulatory and compliance authorities to make use of the services provided pursuant to these Terms and Conditions.

vii. The Client confirms that all actions or transactions performed under this agreement will not violate any law or rule applicable to the client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

viii. The Client has read and fully understood the entire contents of this Agreement with which he fully accepts and agrees;

ix. The client is duly authorised to enter into this agreement, to give order, instructions and requests and to perform its obligations thereunder;

x. The Client acknowledges that the Company shall not be obliged to inform the Client of any developments or changes in laws, regulations, information and policies from any competent authority;

xi. The Client agrees to direct advertising through cold calling by phone, or personal representation or by e-mail or any other electronic means used by the Company;

xii. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any Transaction which may arise under them;

xiii. The client has declared in the Client Opening form, if he is a Politically Exposed Person and will notify us if at any stage during the course of this agreement if he becomes a Politically Exposed Person.

xiv. The client confirms that all funds deposited to his/her/its account are the property of the account owner and no other person or entity. The client will not conduct any transactions including trades which contravene laws or regulations in any transactions in relation to insider trading, market manipulation, or market abuse;

xv. Client's performance under any Transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;

xvi. This Agreement, each Transaction and the obligations created thereunder are binding on the Client and enforceable against the Client in accordance with their terms and do not violate the terms of any Applicable Regulations;

xvii. There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any Transaction which may arise under it or the Client's ability to perform his obligations under this Agreement and/or under any Transaction which may arise under them in any material respect;

xviii. The Client acknowledges that he understands the high risks associated and the potential for high profits with entering into the Transaction contemplated under this Agreement that you have obtained relevant taxation, legal, and other professional advice in relation to the Transactions;

xix. The Client shall not enter into any Transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financially and otherwise) those risks;

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xx. The Client shall not provide the Company any information which is misleading and all information that the Client provides to the Company shall be true and accurate in all material respects. The Client shall inform the Company if his position changes and the information provided to the Company becomes misleading or does not materially represent his capacity and ability to trade with the Company.

xxi. The client acknowledges and agrees that we will be acting as principal in our relationship with you. Our directors, employees, and associates may and can deal on their own account in relation to your transactions;

xxii. The client acknowledges that he read and understood the above risk disclosure, any other information, or disclosure statement issued by us in relation to the financial products and transactions relevant to the Account. You have been recommended to obtain appropriate independent financial advice prior to entering this agreement and in any case, you have considered your own financial situation, objectives, and needs when you enter this agreement;

xxiii. By entering into this Agreement, the Client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the Client;

38.2. The Client represents and warrants to disclose his/her/its Financial Information as follows:

i. Client represents and warrants that the financial information disclosed to the Company in the Application is an accurate representation of the Client's current financial condition.

ii. Client represents and warrants that in determining Client's Net Worth, Gross Income, Total Assets, and Liabilities were carefully calculated.

iii. Client represents and warrants that in determining the value of Total Assets, the Client included cash and/or cash equivalents, any Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance, and other valuable Assets.

iv. Client represents and warrants that in determining the value of Liabilities, Client included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence), and other debts.

v. Client represents and warrants that Client has very carefully considered the portion of Client's Total Assets Which Client considers to be Risk Capital. Client recognizes that Risk Capital is the amount of money Client is willing to put at risk and if lost would not in any way change Client's lifestyle.

vi. Client agrees to immediately inform the Company if the Client's financial condition changes in such a way as to reduce Client's Net Worth and/or Risk Capital.

39. Record Keeping and Call Recording

39.1. The Client acknowledges and agrees that: (i) the Company may record telephone calls, electronic chats, meetings, and other communications between the Client and Atlantis Capital Limited, and may use, retain, disclose, or provide such recordings or transcripts to any competent authority, court, regulator, or other relevant party where required by law, regulation, or in connection with any actual or anticipated dispute; (ii) communications concerning the Client Account between the Client and the Company's personnel may be recorded electronically, with or without an audible warning, to the extent permitted by applicable law; (iii) such recordings and transcripts may be relied upon as evidence by either Party in any dispute, investigation, or proceeding involving the Client or Atlantis Capital Limited; and (iv) the Company may retain and destroy such recordings in accordance with its applicable record-retention policies, business procedures, and legal or regulatory obligations, and the Client consents to such retention and destruction

39.2. Under Applicable Regulations, the Company is required to keep documents or data either in hard copy or electronic form including the documents agreed between the Company and the Client that set out the rights and obligations of the parties and the other terms on which the Company will provide services to the Client. The Company shall be able to retrieve the relevant documents/data without undue delay and present them at any time to the competent authorities if requested. Furthermore, the Company will arrange for records to be kept of all services provided and transactions undertaken by it.

39.3. The Company shall record all telephone conversations and electronic communication with Clients for the provision of its Services as well as other conversations with the Clients irrespective whether the said orders resulted in a transaction or not.

39.4. The documents shall be kept for a period of at least seven (7) years or otherwise as per applicable financial authority, inclusive of the right of the Competent Authority to request data, which is calculated after the execution of the transactions or the termination of the business relationship.

40. Company Liability and Indemnity

40.1. Access to the Trading Systems is provided "as is". The Company makes no warranties (express or implied) nor does it make any representations or guarantees regarding merchantability, suitability for a specific purpose, or otherwise with respect to the Electronic Systems, their content, related documentation, or any hardware or software provided by the Company. Users may encounter technical issues, including but not limited to delays, failures, malfunctions, software deterioration, or hardware faults caused by deficiencies in hardware, software, communication links, or other factors. These may result in economic loss and/or data loss. Under no circumstances shall the Company, its affiliates, or their employees be held liable for any loss (whether direct or indirect profit or revenue), cost, or damages, including but not limited to consequential, unforeseeable, or special losses arising from access, use, installation, maintenance, modification, deactivation, or attempted access to the Electronic Systems. The Company reserves the right, acting reasonably, to unwind an executed Transactions (including transactions that have been confirmed or settled) to reflect fair market value if the original pricing was impacted by Electronic System issues.

40.2. The Company disclaims liability for any loss, cost, or liability incurred by the Client as result of providing services described under clause 3 of this Agreement.

40.3. The Client acknowledges and confirms that, while the Company may issue trade-related notices by email or through other approved channels, the Company shall not be liable for any losses or damages if such notices are not provided.

40.4. The Company is not responsible for any loss, cost, or liability suffered by the Client due to the negligence, intentional misconduct, or fraud of any third party including but not limited to bank, payment provider, or paying agent, provided the Company exercised reasonable diligence in selecting and appointing such third parties.

40.5. The Company shall not, under any circumstances, be liable to the Client for any business-related losses such as loss of profit, revenue, anticipated savings, goodwill, agreements, or contracts, nor for any indirect or consequential losses of any act or omission of a Paying Agent. The Company bears no responsibility for damages, injuries, or losses resulting from such third-party conduct.

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

40.7. Nothing in this Agreement shall operate to exclude or limits the Company’s liability where such exclusion or limitation is prohibited under Applicable Regulations.

40.8. You agree continuously to indemnify us against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us or in connection with or caused by:

a. Your breach of this Agreement;

b. Us entering into any margin FX contract,
c. FX option contract or CFD;
d. Us taking any action under Clause Margin of this Agreement;
e. Any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an authorized person.

40.9. The indemnity in Clause 40.8 survives termination of this Agreement and any transaction under this Agreement.

41. Third Party Clause

41.1. The Company may use third-party service providers to support its trading services, including but not limited to data providers, payment processors, and trading platform providers. The Company is not responsible for any actions, errors, or omissions of such third-party service providers.
41.2. The Company shall not be liable for any losses, damages, or liabilities incurred by the Client due to the actions or inactions of third-party service providers, including any disruptions or failures in their services.
41.3. The Client acknowledges and agrees that the use of third-party services is at the Client's own risk, and the Company does not guarantee the accuracy, reliability, or availability of such services.
41.4. The Client agrees to indemnify and hold harmless the Company, its affiliates, directors, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of third-party services.
41.5. The Company reserves the right to change, suspend, or terminate any third-party services at its discretion, with or without notice to the Client.

42. Rights of Third Party

Nothing in this Agreement is intended to confer on any person other than the us or you any right to enforce any term of this Agreement.

43. Governing Language

This Agreement and any related, supplemental, or future agreement between the Parties shall be executed in the English language. Any translation into another language is provided for convenience only. In the event of any inconsistency, conflict, or discrepancy between the English version and any translated version, the English version shall prevail.

44. Governing law and jurisdiction

44.1. This Agreement, together with the rights and obligations of the Parties and any dispute, claim, judicial proceeding, administrative proceeding, or arbitration arising out of or in connection with this Agreement or any Transaction contemplated under it, shall be governed by and construed in accordance with the laws of Saint Lucia. The courts of Saint Lucia shall have exclusive jurisdiction to hear and determine any such dispute or claim, and each Party irrevocably submits to the jurisdiction of those courts.

44.2. The Client irrevocably agrees that the courts of Saint Lucia shall have exclusive jurisdiction in respect of any dispute or claim arising out of or relating to this Agreement and waives, to the fullest extent permitted by law, any objection based on venue, inconvenience of forum, or any similar ground.

ANNEXURE -I

RISK ACKNOWLEDGMENT, RISK DISCLOSURE AND TRADING RECOMMENDATIONS

1. RISK ACKNOWLEDGEMENT

The Client acknowledges and agrees that:

I. Trading in Contracts for Difference ("CFDs"), foreign exchange, futures, options, swaps, forward contracts, and other derivative Financial Instruments involves a high degree of risk and may not be suitable for all investors. Due to the leveraged nature of these products, the Client may lose all of the capital invested and, in certain circumstances, losses may exceed the funds deposited. The Client should obtain independent financial, legal, or tax advice if uncertain about the risks involved.

II. CFDs are leveraged products. A relatively small market movement may result in a proportionately larger gain or loss, and the Client may be required to deposit additional Margin or have Positions closed automatically where Margin requirements are not maintained.

III. CFD Transactions create contingent liabilities, and the Client acknowledges the importance of understanding the applicable Margin requirements and the consequences of failing to maintain sufficient Margin.

IV. Trading through Electronic Systems involves operational and technological risks, including system failures, communication interruptions, delays, cyber risks, and other

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technical issues that may affect the execution of Orders.
V. The Client confirms that they have read and understood the Company's Risk Disclosure Policy and all related risk disclosures published on the Company's website.
VI. The Client acknowledges that:
CFDs do not confer ownership of the underlying asset or any right to delivery of the underlying asset;
unless otherwise required by applicable law or expressly agreed, no interest is payable on funds held in the Client Account; and
CFDs are generally traded over-the-counter (OTC) rather than on a regulated exchange or trading venue.
VII. The Client consents to receiving information, notices, disclosures, and other communications under this Agreement by electronic means, including through the Company's website, Client Portal, Trading Platform, or email.
VIII. The Client confirms that they have regular access to the internet and agree that the Company may communicate amendments to this Agreement, its policies, fees, charges, product information, and risk disclosures by publishing such information on its website or through other electronic means. The Client further acknowledges that the Company may restrict access to its Website, Trading Platform, Services, or Products in certain jurisdictions where required by law, regulation, sanctions, or the Company's internal policies.
IX. The Client acknowledges that the value of Financial Instruments may fluctuate significantly and that there is a substantial risk of losing part or all of the investment. In the case of leveraged derivative products, including CFDs, the entire Margin deposited may be lost.
X. The Client understands that trading CFDs referencing virtual assets or cryptocurrencies involves particularly high levels of volatility and risk and may result in rapid and substantial losses.
XI. The Client confirms that the decision to open an account and trade with the Company has been made independently and has not been induced by any solicitation, guarantee, or recommendation made by the Company.
XII. The Client accepts full responsibility for the risks associated with entering into Transactions and acknowledges the possibility of substantial financial loss.
XIII. The Company provides execution-only services and does not provide investment advice, portfolio management, or personal recommendations. Any market commentary, research, opinions, economic analysis, or general information provided by the Company is for informational purposes only and shall not constitute investment advice or create any advisory or fiduciary relationship.
XIV. Before entering into any Transaction, the Client should carefully consider all relevant risks, including market risk, credit risk, liquidity risk, operational risk, interest rate risk, foreign exchange risk, counterparty risk, insolvency risk, and the additional risks

associated with OTC trading.
XV. Nothing contained in this Risk Acknowledgement or any communication from the Company constitutes a recommendation that any Financial Instrument or Service is suitable for the Client. Where the Client is uncertain about any aspect of the risks involved, the Client should seek independent professional advice.
XVI. The Company acts solely on an execution-only basis. Any information or general commentary provided by the Company has been prepared without regard to the Client's personal objectives, financial circumstances, or needs and should not be relied upon as personal financial product advice.
XVII. The Company may provide research reports, market commentary, or other publications from time to time. Such materials are provided solely for general information, may be subject to distribution restrictions, and shall not constitute investment advice or a recommendation. The Company does not guarantee the timing of delivery or accept responsibility for any investment decision made in reliance upon such materials.
XVIII. The Client acknowledges that the risks described in this Risk Acknowledgement and the Risk Disclosure Policy are not exhaustive and that additional risks may arise depending on market conditions, the nature of the Financial Instrument, or the Client's trading strategy.
XIX. The Company does not provide legal, tax, accounting, or investment advice and makes no representation regarding the tax consequences of any Transaction. The Client remains solely responsible for obtaining independent professional advice where required.
XX. The Client confirms that all Orders placed are made on the Client's own initiative or on the instructions of the Client's duly authorised representative and that the Client acts as a self-directed investor.
XXI. The Client acknowledges that neither the Company nor any of its directors, officers, employees, or representatives acts as the Client's authorised representative, investment adviser, or fiduciary, and the Client agrees not to rely on them for investment recommendations or trading decisions.
XXII. The Client is solely responsible for all Orders, trading strategies, investment decisions, Position sizing, risk management, and the suitability of any Transaction entered into through the Client Account.
XXIII. The Company does not review, monitor, or assess the suitability or appropriateness of individual Transactions or trading strategies implemented by the Client unless required by applicable law.
XXIV. To the fullest extent permitted by applicable law, the Client agrees to indemnify and hold harmless the Company and its directors, officers, employees, agents, affiliates, and service providers against any liability, loss, cost, expense, or claim (including reasonable legal costs) arising from the Client's trading decisions, instructions, Transactions, the acts of the Client's authorised representative, or any breach of this

Agreement by the Client, except where such liability results directly from the Company's fraud, wilful misconduct, or gross negligence.

2. RISK DISCLOSURE STATEMENT

This Risk Disclosure Statement is provided to the Client because the Client is considering entering into transactions with **Atlantis Capital Limited** (the **"Company"**) in Contracts for Difference (**CFDs**), foreign exchange (**FX**), derivatives, and other Financial Instruments (collectively, **"Transactions"**).

This Statement is intended to provide a general overview of the principal risks associated with trading these Financial Instruments. It does not disclose or explain every risk or other material aspect of such Transactions. Before opening an account or entering into any Transaction, the Client should carefully consider whether trading in these Financial Instruments is appropriate in light of the Client's investment objectives, financial circumstances, level of experience, and risk tolerance. Independent financial, legal, or tax advice should be obtained where appropriate.

Trading leveraged Financial Instruments involves a high degree of risk and may not be suitable for all investors. The use of leverage can magnify both profits and losses, and the Client may lose all of the funds deposited into the Client Account. In certain circumstances, losses may exceed the amount of funds initially deposited. By entering into this Agreement, the Client confirms that they have carefully considered these risks, have reviewed this Risk Disclosure Statement, and understand the risks associated with trading on margin.

The Client further acknowledges and agrees that:

i. Trading OTC leveraged Financial Instruments, including CFDs and FX, is speculative and involves significant risk. The Client understands the legal, financial, and economic risks associated with leveraged trading and confirms that any funds committed to trading are risk capital that the Client can afford to lose without materially affecting their financial circumstances.

ii. The use of leverage enables the Client to control a larger Position with a relatively small amount of capital. While leverage may increase potential returns, it also significantly increases the risk of substantial losses arising from relatively small market movements.

iii. The Company may offer different Leverage Levels depending on the Financial Instrument, account type, applicable regulations, and prevailing market conditions. The Company reserves the right to amend Leverage Levels and Margin requirements at any time in accordance with its risk management policies. The Client is responsible for selecting an appropriate level of leverage and implementing suitable risk management measures, including the use of Stop Loss Orders where appropriate.

iv. Market liquidity may fluctuate significantly due to economic, political, regulatory, or market events. Reduced liquidity may result in wider spreads, increased volatility, execution delays, slippage, or the inability to execute Orders at the requested price or at all.

v. Liquidity may also be affected by the availability of pricing or execution from the Company's liquidity providers, execution venues, or counterparties. During periods of limited liquidity or

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extreme market volatility, prices may gap, spreads may widen significantly, and market conditions may prevent the execution of Orders at expected prices. Where the Client fails to maintain sufficient Margin, the Company may close or liquidate open Positions in accordance with this Agreement and its Margin policies.

vi. The Client acknowledges that the Trading Platform, Electronic Systems, communication networks, and related software are subject to technical failures, interruptions, delays, cyber risks, system maintenance, programming errors, and other operational issues that may affect the availability, execution, transmission, or processing of Orders. The Company does not warrant that its Electronic Systems will operate uninterrupted or be free from technical defects.

vii. Communication failures may prevent the Client from accessing the Trading Platform or communicating with the Company. Although the Company will use reasonable efforts to maintain effective communication channels, it cannot guarantee uninterrupted availability. Subject to applicable law, the Company shall not be liable for losses or missed trading opportunities arising from communication failures or technical interruptions beyond its reasonable control.

viii. Where the Client appoints an Account Manager, investment manager, or other authorised representative to operate the Client Account, the Client remains solely responsible for that appointment and for all Transactions executed by such person. The Company does not supervise or assess the suitability of decisions made by any such third party and shall not be responsible for any losses arising from their acts or omissions.

1. TRADING RECOMMENDATIONS

The Client acknowledges that any market commentary, recommendation, research, or information provided by Atlantis Capital Limited or any of its personnel is for general informational purposes only and does not constitute an offer to sell, a solicitation to buy, or investment advice in relation to any Financial Instrument. Such information may be based on sources believed to be reliable or on the views of individual brokers or analysts, but may be incomplete, unverified, or subject to change without notice. Atlantis Capital Limited makes no representation, warranty, or guarantee as to the accuracy, completeness, or reliability of any such information or recommendation and shall not be liable for any reliance placed upon it.

The Client further acknowledges that Atlantis Capital Limited and/or its directors, officers, affiliates, associates, shareholders, employees, or representatives may hold, acquire, or dispose of positions in Financial Instruments that are the subject of any market commentary or recommendation provided to the Client, and that such positions or interests may differ from or be inconsistent with the views or recommendations communicated to the Client.