



Capfins Group

TERMS OF SERVICE

Capfins Group (“the Company”) is a Company registered in Saint Lucia, incorporation number 2023-00125

Capfins.com is a website operated by Capfins Group.

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1. Introduction

1.1. Capfins Group (hereinafter referred to as the ‘**Company**’) is an investment firm that operates as a global broker.

1.2. Capfins Group is incorporated in Saint Lucia as an International Broker Company with the registration number 2023-00125.

1.3. The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Lucia, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments. The Company will be operating through a leased online trading platform and own its operating domains. The Company will operate through websites which allow online trading.

2. Acknowledgement

2.1. The client acknowledges that he/she read, understood, and accepted the Terms of Business as amended from time to time, in addition to any information contained within the firm’s website available online at www.capfins.com.

2.2. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been accepted as a Customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its customer, and hence open an account for him or accept any money from him, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company’s Client. By accepting this Agreement, the client is consenting that if he is accepted by the Company as a Client their relationship will be governed by the terms

and Conditions of this Terms of Business and Account opening agreement as amended from time to time.

2.3. The client acknowledges that the Firm's official language is the English Language. This means that this Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we will communicate with you in other languages in addition to English.

2.4 You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by phone). The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail.

2.4. We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else.

2.5. The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

3. Scope of the Terms of Business

3.1. The Terms of Business govern all the actions that relate to the execution of the client's orders.

3.2. The Terms of Business are non-negotiable and override any other agreements, arrangements, express or implied statements made by Capfins unless the company, in its sole discretion, determines that the context requires otherwise.

3.3. The Distance Marketing of Consumer Financial services law N.242 (I)/2004 which implements EU directive 2002/65/EC, does not require the Client Agreement to be signed by either the client or the company for both the client and the company to be legally bound by it.

4. Definitions and Interpretations

4.1. Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

In this Agreement:

“**Account**” means a personalized trading account of the Client with the Company;

“**Account Detailed Report**” shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

“**Ask Price**” means the price at which the Company is willing to sell a CFD;

“**Authorized Person**” means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

“**Balance**” means the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period of time;

“**Best Execution Policy**” means the Company’s prevailing policy available at the Company’s Website regarding best execution when executing client orders;

“**Bid Price**” means the price at which the Company is willing to buy a CFD;

“**Business Day**” means any day on which banks are open for business in Saint Lucia;

“**Contract or CFD**” means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset;

“**Client**” means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms;

“**Collateral**” means any securities or other assets deposited with the Company’s Execution Venue;

“**Company**” means Capfins Group incorporated in Saint Lucia as an International Broker Company with the registration number 2023-00125;

“**Company’s Website**” means www.capfins.com or any other website that may be the Company’s website from time to time;

“**Contract**” means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client;

“**Counterparties**” shall mean banks and/or brokers through whom the Company may cover its transactions with Clients;

“**Durable Medium**” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

“**Electronic Trading**” means buying and selling shares, bonds, foreign currencies, cryptocurrencies, and other financial instruments online;

“**Equity**” equals (Balance + Floating Profit & Loss + Swap);

“**Event of Default**” shall have the meaning given to this term in Clause 14;

“**Execution**” means the completion of clients’ orders on the Company’s trading platform, where the Company acts as a principal to client’s transaction;

“**Floating Profit/Loss**” shall mean the unrealized profit (loss) of open positions at current prices of the Underlying Assets;

“**Free Margin**” means the funds not used as guarantee to open positions, calculated as: $\text{Free Margin} = \text{Equity} - \text{Margin}$;

“**Margin**” means the necessary guarantee funds to open positions and maintain Open Positions, as determined in the Spreads and Conditions Schedule;

“**Margin Call**” when the Margin posted in the margin account is below the minimum margin requirement, the Company issues a Margin Call and in this case the Client will have to either increase the Margin that he/she has deposited, or to close out his/her position(s). If the Client does not do any of the aforementioned, the Company shall have the right to close the positions of the Client;

“**Margin Level**” means the percentage of Equity to Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100$;

“**Market Maker**” means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time;

“**Market Rules**” means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

“**Open Positions**” means any position/transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa;

“**Orders**” means any trading transactions executed on the Company’s trading platforms by the Client;

“**OTC**” shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

“**Principal**” means the individual person or the legal entity which is a party to a transaction;

“**Security**” means any securities or other assets deposited with the Company;

“**Services**” means the services to be provided by the Company to the Client construed by these Terms. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

“**Snipping**” is the situation where the Client is prematurely buying or selling near preset prices;

“**Spread**” means the difference between the Ask Price and the Bid Price;

“**Spreads and Conditions Schedule**” means the schedule of spreads, charges, margin, interest, and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Company’s Website and maybe supplied to the Client on demand;

“**Swap**” shall mean the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day;

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

“**Terms**” mean these Terms of business governing all the actions that relate to the execution of your trades;

“**Trade Confirmation**” means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Contract;

“**Trading Platform**” means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

“**Transaction**” means any transaction subject to this Agreement and includes a CFD, or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorised under our Investment Dealer (Broker) license from time to time which we both agree shall be a Transaction;

“**Underlying Asset**” means underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative’s price is based.

5. Internet and Electronic Trading

5.1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company’s control.

5.2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client’s equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys’ fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.

5.3. The Client is obliged to keep all login information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client’s password even if such transactions were not executed by the Client.

5.4. Unless otherwise indicated or agreed any prices shown on the Company’s Trading Platform are indicative at the time shown based on data that is subject to constant change.

The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in

certain cases differ from the price appearing on the screen at the time the order was placed. If an erroneous price is used as the basis of any transaction the Company reserves the right to amend or revoke the details of the transaction(s) in question.

5.5. The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding, and will be subject to size limits input by the Company's dealer(s) remaining in excess of the Client's order size and such dealer's position limits and/or any other limits determined by the Company to be applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

5.6. The identification or use of any third-party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website which is not under the Company's direct control.

6. Market Making

6.1. The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, the Company may act as a Market Maker.

6.2. The Company will, upon the Client's written request, in general disclose to the Client whether the Company may act as a Market Maker in certain CFD Contracts.

6.3. For the Company to quote prices with the swiftness normally associated with speculative trading, the Company may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if the Company has acted in good faith when providing the price to the Client, the Company may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

6.4. Following execution of any position with a Client, the Company may at its reasonable discretion subsequently offset each such client position with another Client position, or a

position with one of the Company's Counterparties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in the Company offsetting client positions at prices different – sometimes significantly different – from prices quoted to Clients, resulting in trading profits or losses for the Company. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with the Company and the price at which the Company subsequently traded with Counterparties and/or other Clients) due to any profits realized by the Company as a result of the Market Making function. However, the Market Making function may involve significant costs to the Company if the market moves against it as compared to the price at which it traded with the Client.

6.5. The Client accepts that the Company in CFD contracts where it acts as Market Maker may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between the Company and the Client.

6.6. In markets, where the Company acts as a Market Maker, the Client accepts that the Company has no obligation to always quote prices to clients in any given market, nor to quote such prices to clients with a specific maximum spread.

6.7. The Client acknowledges, recognizes, and accepts that the price quoted to the Client includes a spread when compared with the price to which the Company may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes, and accepts that said spread constitutes remuneration to the Company and that such spread can not necessarily be calculated for all Contracts and that such spread will not be specified at the Trade Confirmation or otherwise revealed to the Client.

6.8. Any commission costs, interest charges, costs associated to and included in the spreads quoted by the Company as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative effect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

(a) In the case that the client account equity is equal or exceeds 300,000 USD (or currency equivalent) and there are open trades of 50 lots or more, the Company reserves the

right to adjust the leverage of the underlying trading account to 1:75. If this is the case the Company will inform the Client by email.

(b) If the Client is an active trader and is undertaking numerous transactions, the total impact of visible as well as not visible costs may be significant. Consequently, the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with the Company. For very active Clients, such costs may over time exceed the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction. Margined derivatives are derivatives such as CFD's that can be traded using a leverage of higher than 1:1.

6.9. The Client is specifically made aware that in market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by the Company performing in its capacity as a Market Maker.

6.10. The Company's performance as a Market Maker may negatively affect the Client's Account with the Company and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.

6.11. The Company is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges, and fees.

6.12. The Client is specifically made aware that CFD Contracts may be OTC products quoted by the Company whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to the Company performance as a Market Maker may also apply to any CFD Contract.

6.13. Due to low liquidity and/or or high volatility and widened spreads, placing of pending orders around some Economic Announcements may be restricted.

6.14. The Company reserves the right, at its sole discretion, to delete any Pending Orders older than three (3) months from the Clients' trading account(s). Pending Order is a "Buy Limit", "Buy Stop", "Sell Limit" or "Sell Stop" order, as per the Company's Order Execution Policy.

Note: All Pending Orders on Shares CFDs and Commodities CFDs will be automatically

closed during market breaks. In case any orders on the aforementioned assets are left pending, they will be automatically deleted after the daily market closure time.

7. Arbitrage

7.1. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The concept of arbitrage and or taking advantage of these internet delays cannot exist in an OTC market where the Client is buying or selling directly from the principal. The Company does not permit the practice of arbitrage on the Trading Platform. The Company reserves the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Client on all the Client's trades if we consider that the Client has engaged in market Arbitrage. Transactions that rely on price latency arbitrage opportunities may be revoked, without prior notice. The Company reserves the right to make the necessary corrections or adjustments on the Account involved, without prior notice. Accounts that rely on arbitrage strategies may at the Company's sole discretion be subject to the Company's intervention and the Company's approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by the Company in their sole and absolute discretion.

8. Improper or Abusive Trading

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

8.1. The Client agrees and acknowledges that the service provided by the company to the Client hereunder is not adapted for certain trading techniques and strategies. These are in particular: fraud/illegal actions that led to the transaction; orders placed based on manipulated prices as a result of system errors or system malfunctions; arbitrage trading on prices offered by our platforms as a result of systems errors; and/or coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

8.2. Should the Client execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith, the Company will have the right to take one or more, or any portion of, the following actions: (i) close the Client's account; (ii) suspend the Client's account for an indefinite period of time; (iii) carry out an investigation on the Client's account for an indefinite period of time; (iv) charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques; (v) adjust the price available to the Client; (vi) remove the illicit profit without the clients initial deposit been affected; (vii) restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; and/or (viii) reject an order or to cancel a trade; and/or (ix) immediately terminate our trading relationship.

9. Prohibited Trading

9.1. The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform.

9.2. It is absolutely prohibited to take any of the following actions:

- a) use any software, which applies artificial intelligence analysis to the Company's system and Trading Platform;
- b) intercept or monitor, damage or modify any communication which is not intended for him;
- c) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- d) send any unsolicited commercial communication not permitted by Applicable Law.

10. Untrue Trades

10.1. The Company shall have the right to annul and/or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

11. Islamic Accounts

11.1. The Company reserves the right to apply, without prior notice, additional commission fees with respect to open positions for all instruments on any Islamic account. Thereafter a Carry charge is applied on individual and lots, in accordance with the table available on the Client's Area, under Fees section.

11.2. The Company reserves the right to apply, without prior notice, additional commission fees with respect to ex-dividend payments for all Indices and Shares instruments on any Islamic account for trades carried during ex-dividend dates.

11.3. The Company reserves the right to apply, without prior notice, additional commission fees with respect to open positions for over one month for all instruments on any Islamic account.

12. Trading Volume Limitation

12.1. The Company reserves the right to increase or decrease the trading volume limitation level of one or more instruments at any time without giving prior notice. The volume limitation is applied on a per client basis and in accordance with the table under section "My Account" and "Volume Conditions" on the Client's my account area. (The volume is expressed on NET standard lot, 1 = \$100,000 USD).

12.2. If the Client attempts to exceed the volume limit on any of the instruments described above the request will be automatically declined and an "Off quote" message will be displayed.

13. Default

13.1. The Company reserves the right to retain, or make deductions from, any amounts which the Company owes, or is holding for the Client, if the Client has not performed any of his/her obligations or any amounts are due from the Client to the Company.

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

13.3. The Client hereby authorizes the Company, at the Company's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of the Client's assets and/or the proceeds from such assets which the Company has custody or control, in order to discharge all or any of the Client's obligations to the Company.

13.4. Each and any of the following events shall constitute an Event of Default if:

- (a) The Client fails to make any payment or fails to do any other act or thing required by these Terms;
- (b) The Client fails to remit funds necessary to enable the Company to take delivery under any Contract on the first due date;
- (d) The Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date; (d) The Client dies or becomes of unsound mind or is declared absent; An application is made in respect of the Client for an interim order or if a bankruptcy petition is presented in respect of the Client or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- (e) A petition is presented for the winding-up or administration of the Client;
- (f) An order is made, or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- (g) Any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within 7 seven days; or
- (h) Any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or charge takes steps to enforce the security or charge;
- (i) Any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- (j) The Client fails to fully comply with any obligations within the text of these Terms or any Contract including failure to meet margin requirements;
- (k) Any of the representations or warranties given by the Client are, or become, untrue;

- (l) The Company or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority; or (n) The Company is obliged to so by operation of law;
- (m) The Company reasonably considers it necessary for its own protection;
- (n) There is reasonable suspicion that the Client involves the Company in any type of fraud or illegality;
- (o) The Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;

13.5. Upon the existence of an Event of Default, the Company shall at its discretion be entitled to take any of the following actions:

- (a) sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Company or call on any guarantee;
- (b) purchase any Security, investment or other property where this is, or is in the reasonable opinion of the Company likely to be, necessary in order for the Company to fulfil its obligations under any Contract; in this case the Client shall reimburse the Company, the full amount of the purchase price plus any associated costs and expenses;
- (c) deliver any Security investment or property to any third party, or otherwise take any action the Company considers being desirable in order to close out any Contract;
- (d) require the Client to immediately close out and settle a Contract in such manner as the Company may in its absolute discretion request;
- (e) enter any foreign exchange transaction, at such rates and times as the Company may determine, in order to meet obligations incurred under a Contract; and;
- (f) invoice back all or part of any assets standing to the debit or credit of any Account (this involves commuting Company's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Company in its absolute discretion) on the date invoicing back takes place);
- (g) terminate this Agreement without notice;
- (h) debit the Account(s) for the amounts which are due to the Company;
- (i) close any or all of the Accounts held with the Company;
- (j) combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances;

(k) refuse to open new Accounts for the Client.

13.6. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Company shall not be responsible for any consequences of it taking any such steps unless the Company has exercised gross negligence in connection herewith. The Client shall execute such documents and take such other action as the Company may request to protect the rights of the Company in accordance with these Terms or within the scope of any agreements between the Client and the Company.

13.7. If the Company exercises its rights to sell any Securities or property of the Client under this Clause, it will affect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any or all the Client's obligations to the Company.

13.8. Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company May determine.

14. Termination without default

14.1. Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving five (5) days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency.

14.2. Upon terminating this Agreement:

- i. All amounts payable by you to us will become immediately due and payable including (but without limitation): (a) all outstanding fees and charges; (b) any dealing expenses incurred by terminating this Agreement; (c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- ii. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions regarding the closing of your positions.

- 14.3. The Company shall return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.
- 14.4. Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

15. Refund and Cancellation

15.1. The Company reserves the right to cancel a client's request for withdrawal due to any of the following reasons:

- (a) when the Client has been asked to provide the Company with updated Banking account details and/or statement within 7 (seven) days, if deemed necessary, and/or has suspicious transactions in relation money laundering activities.
- (b) when the Client has not provided full and/or correct withdrawal information while submitting his withdrawal request, the Company shall inform the Client that the reason for the cancellation is due to failure on his behalf to provide full and/or correct withdrawal information to the Company. The Company will ask the Client to resubmit his withdrawal request if he provides full and/or correct withdrawal information.
- (c) if the Client submitted incorrect date of birth during the withdrawal request, the Company shall inform the Client of the reason for the cancellation and request from the Client to submit his withdrawal request.
- (d) If the Client has selected incorrect withdrawal method, the Company shall inform the Client that the reason for the cancellation is the selection of incorrect withdrawal method. The Company will ask the Client to resubmit his withdrawal request using the correct withdrawal method.
- (e) Funds cannot be refunded to an expired credit/debit card.
- (f) In case a card that the Client used to deposit funds with the Company is cancelled/lost/stolen/ replaced/do not support the foreign remittance refunds, the Client must inform the Company prior to submitting withdrawal request and provide official

letter from the Client's bank stating the same. It should be noted that all refunds are final and cannot be reverted.

- (g) For the Company to quote prices with the swiftness normally associated with speculative trading, the Company may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if the Company has acted in good faith when providing the price to the Client, the Company may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

15.2. Cancellation of trades and/or Closure of positions: The Company might cancel the trade Order in circumstances where due to lack of liquidity in or suspension of an asset or errors in feeds from Price Providers or quotes from Counterparties have proved to be faulty. The Company shall provide within a reasonable time a full explanation of the reason for the cancellation of a trade. The Company may delete any 'Pending Orders' which are older than 3 (three) months. The Company might close, revoke, correct and/or adjust any trades in circumstances where the Client is involved with arbitrage and/or prohibited trading techniques. The Company might close any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening i.e., trades opened at old prices. (More details on the circumstances when the Company might cancel any trades or close any positions can be found on the Company's Terms of Business document available via the Company's website under section 'Legal Documentation').

16. Exclusions, Limitations and Idemnity

16.1. Neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement,

whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

16.2. The Client agrees to indemnify and hold the Company, its affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred in connection with the provision of the services under these Terms provided that any such liabilities, losses, damages, costs and expenses have not arisen for the Company's gross negligence, fraud or wilful default.

16.3. The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise.

16.4. In regards to trading in Foreign Exchange Derivative contracts, market orders are executed at the bid/ask prices offered through us. Pending orders (stop loss, limit (take profit), entry limit (to buy or to sell), entry stop (to buy or to sell) are executed at the then market price requested by you and offered through us. We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction. Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

16.5. We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

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

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

16.8. You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

16.9. When the Company is using or advertising or posting on its website or platform or otherwise to any third party's services, products, or websites:

- (a) the Company will not be responsible for any such services, products or website material that is not under its control;
- (b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of any related information or as to the tax or legal consequences of any related Transaction;
- (c) such is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it onto any such person or category of persons;
- (e) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.

17. Credit and Bonus Policy and Conditions

17.1 General Terms:

- (a) By opening a trading account under this Trading Bonus program, the Client acknowledges that he has read and agreed to be bound by these Terms and Conditions as well as to the Company its Trading Terms and Conditions.
- (b) The Company has the right to amend, alter or terminate these Bonus & Credit conditions at its sole discretion, and at any time without notice.
- (c) The Company reserves the right to refuse offering of the 100% Trading Bonus at its sole discretion without the need to provide justification. The Company will not be liable for any stop outs or any other consequences that result out of a Bonus cancellation and/or removal.
- (d) If the Company suspects that a Client has abused or attempted to abuse a promotion, or otherwise acted with a lack of good faith towards us, then the Company reserves the right, at its sole discretion, to deny, withhold or withdraw from that Client the Trading Bonus or credit or promotion and if necessary to cancel any terms and conditions with respect to that Client, either temporarily or permanently, or terminate that Client's access to the service and/or block that Client's Account.
- (e) Any dispute or situation not covered by these Terms will be resolved by the Company Management in a fair manner.
- (f) The 100% Trading Bonus only applies on new deposits and at the company's sole discretion also on selected re-deposits. An internal transfer between accounts is not counted as a deposit. Hence, the application for a bonus cannot be submitted for a deposit made by internal transfer.
- (g) The Trading bonus and Trading credit offer applies to all account types.
- (h) Once a client completes the volume requirement, they will need to send an email to support@capfins.com requesting the bonus to be released and to habilitate withdrawal options.
- (i) Participation in the 100% Trading Bonus is not allowed for persons under the age of 18 or otherwise under the legal age in their country of residence ("minors").

17.2 Operating Terms:

- (a) To withdraw the Bonus and Credit from your account you need to make transactions (number of standard Forex lots) in the amount of: $/5 = \text{EXAMPLE: You receive } \$200 \text{ bonus. To withdraw the received bonus, you need to make a transaction } \$200 / 5 = 40 \text{ standard lots (only closed deals are considered and forbidden trading techniques are not allowed; see in our general T\&C). ATTENTION: When calculating the trading volume, we consider those transactions on all currency pairs (Standard Forex Lots) (Metals, Commodities and other CFD instruments don't participate in the offer), which were opened and closed.}$
- (b) Withdrawals only can be made when the complete required volume has been traded. These conditions are valid for any Trading Bonus and Trading Credit (independent of the bonus percentage and/or amount).
- (c) Unless all requirements of the program are met, you can't withdraw. Once the original deposit is removed, the bonus is lost. If a part of the original deposit is withdrawn the bonus is removed on a pro rata basis, therefore there will be a partial bonus removal (subject to the company's approval). Each withdrawal is subject of bonus removal as per calculation in point 2.1. In case partial withdrawal and partial bonus or credit removal has been approved volume requirements still stay in place and they still account for the original bonus or credit that has been received.
- (d) Furthermore, the 100% Trading Bonus can only be used for trading purposes and cannot be withdrawn. Trading Credits (compromise of deposit) can also not be withdrawn need to be deposited first by customers.
- (e) If volume requirements are not met and the equity of the account goes below the available bonus or credit amount, then the bonus or credit can be removed automatically by the system. In other words, if the Cash Equity (Equity - Trading Bonus) becomes zero or less, all previously awarded Trading Bonuses can be cancelled and withdrawn from the respective Client's account. In these circumstances the Company shall not be liable for any consequences of the bonus cancelation, including, but not limited to, order(s) closure by Stop Out.
- (f) Trading Bonuses and Credits cannot be transferred between, or from Eligible Clients'

trading Accounts within the Company.

- (g) In the case of selecting the Trading Bonus or Trading Credit there may be no margin call alert.
- (h) These Terms and Conditions are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language original versions of English shall prevail.

18. Miscellaneous

18.1. We have the right to amend the terms of this Agreement. If we make any material change to this Agreement, we will notify you either through email or by posting an announcement on our website. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

18.2. Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Agreement shall be given to the email address provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing through the email address: support@capfins.com.

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

18.4. We may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given.

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

keeping obligations, although records may be made available to you on request at our absolute discretion.

18.6. You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our trading platform.

18.7. Please refer to our Complaints Handling Procedure which can be found on the website.

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

18.9. Time shall be of the essence in respect of all obligations of yours under this Agreement (including any Transaction).

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

18.11. If, at any time, 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 in any way be affected or impaired.

19. Governing Law and Jurisdiction

19.1. This Agreement shall be governed by and construed in accordance with the Law of Comoros.

19.2. Each of the parties irrevocably agrees for our benefit that the courts of Comoros shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement (“Proceedings”) and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.