ALCHEMY PRIME LIMITED

CLIENT AGREEMENT

(February 2026)

RETAIL CLIENT RISK WARNING: Contracts for differences (CFDs) are complex instruments and come with a high risk of losing money rapidly due to leverage. 74-89% of retail investor accounts lose money with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

Please read carefully our Risk Disclosure Notice for further details on the risks of trading CFDs.

Page

1 INTRODUCTION & SCOPE OF THIS AGREEMENT 3
2 CLIENT CATEGORISATION 4
3 WHO WE ARE 5
4 OUR SERVICES 5
5 REPRESENTATIONS & WARRANTIES 6
6 OPENING YOUR ACCOUNT 7
7 SECURITY & ACCOUNT AUTHENTICATION 8
8 JOINT ACCOUNTS 8
9 THE PLATFORM 9
10 ACCEPTANCE OF TRADING TERMS 9
11 MARGIN DEPOSIT 11
12 SET-OFF 12
13 BASE CURRENCY & CURRENCY CONVERSION 12
14 INSTRUCTIONS 13
15 DEALING 13
16 REPORTING 14
17 CHARGES, COMMISSION, OTHER COSTS & INTEREST 15
18 CLIENT MONEY 16
19 IF YOU REQUEST US TO HOLD PHYSICAL SECURITIES (NOT MONEY) ON YOUR BEHALF 17
20 CANCELLATION & TERMINATION 20
21 LIMITATION OF LIABILITY 21
22 INDEMNITY 22
23 CIRCUMSTANCES BEYOND OUR CONTROL 22
24 DATA PROTECTION & CONFIDENTIALITY 22
25 INTELLECTUAL PROPERTY 23
26 RECORDING OF COMMUNICATIONS 23
27 COMPLAINTS & COMPENSATION 24
28 CONFLICTS OF INTEREST 24
29 NOTICE 24
30 MISCELLANEOUS 25
APPENDIX 1 – DEFINITIONS 27
APPENDIX 2 – PROFESSIONAL CLIENTS 30

1 INTRODUCTION & SCOPE OF THIS AGREEMENT

1.1 This agreement is an important document that you should carefully read and understand before trading with us. This agreement contains the terms and conditions upon which we, Alchemy Prime, may provide you, our client, with execution-only dealing services in relation to CFDs and such financial or other instruments that we may offer from time to time. For your benefit and protection, please ensure you take sufficient time to read this agreement as well as any other additional documentation and information available to you via our Website prior to opening an Account and/or carrying out any activity with us. You should contact us for any further clarification or seek independent professional advice (if necessary).

1.2 By accepting the terms set out in this agreement you enter into a legally binding contract with us. This agreement represents the terms and conditions agreed between you and us regarding the Services we may provide to you unless otherwise agreed between you and us in writing.

1.3 We reserve the right to only execute transactions with you, after you have acknowledged that you have read and accepted this agreement. Nevertheless, your use of our Services shall constitute your full acceptance of our terms and conditions as set out in this agreement.

1.4 This agreement will come into effect on the date we confirm in writing that you have been accepted and, for any new versions after that, on the date we notify you. To be clear, this agreement will only commence, therefore, once we have completed due diligence and satisfied our requirements in terms of “know your customer” or any other on-boarding procedures.

1.5 There are other documents and information on our Website and which form part of this agreement and provide more details on us and your activities carried on with us:

1.5.1 the Execution Policy that explains how trades are executed; and

1.5.2 the Risk Disclosure Notice that summarises the key risks involved in trading CFDs.

1.6 There are additional documents and information on our Website and through our Platform which contain useful information but are not part of this agreement. These include:

1.6.1 the Conflicts of Interest Policy that explains how we handle any conflicts of interest in order to treat our Clients fairly;

1.6.2 the Client Categorisation Information that specifies how a client is being categorised in accordance with applicable rules and legislation;

1.6.3 the Complaints Handling Procedure that sets out the procedure that needs to be followed in the event that a client wishes to complain about us and explains how your complaint will be handled, and includes your access and eligibility criteria for the Financial Ombudsman Service;

1.6.4 the Privacy Policy that explains how we deal with certain information you provide to us; and

1.6.5 the Key Information Documents that provide you with key information about the products we offer.

1.7 As set out clause 20, you have the right to cancel this agreement by giving us notice in writing within the first 14 days of your Account being activated. We will return to you any amount you have transferred to us, subject to you not having entered into any Trades via our Platform(s). Where this agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in clause 20.

1.8 Unless agreed otherwise, both we and you shall transact with each other as principal and not as agent.

1.9 Nothing in this agreement will exclude or restrict any duty or liability owed by us to you under the Act or FCA Rules. If there is any conflict between this agreement and FCA Rules, the FCA Rules will prevail.

1.10 This agreement is supplied to you in English, and we will communicate with you in English for the duration of this agreement.

1.11 You consent to our communicating with you through email or by placing information on the Website or by any other method that may be agreed with you in writing.

1.12 You explicitly consent to being provided with Key Information Documents through the Website. You may request a hard copy of a Key Information Document free of charge, at any time.

1.13 If you receive other services from us under a separate agreement, you must not assume that we use any information collected in relation to any other service for the purposes of the Services we provides to you under this agreement. Likewise, you must not assume that we use information received from you in relation to the Services provided under this agreement when we provide any other service to you under a different agreement. Notwithstanding this we may, in our absolute discretion, use such information.

1.14 In this agreement:

1.14.1 the words and phrases set out in Appendix 1 shall have the meanings ascribed to them therein;

1.14.2 unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;

1.14.3 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.14.4 a reference to a party includes its representatives, successors or permitted assigns;

1.14.5 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and

1.14.6 any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 CLIENT CATEGORISATION

2.1 We assess your categorisation for the purposes of the FCA Rules and we will accordingly notify you of such categorisation within a reasonable time. See the Client Classification Information for details. Until we notify you otherwise, we shall treat you as a Retail Client in accordance with FCA Rules, as amended from time to time, subject to you meeting the criteria to be treated as either a Professional Client or Eligible Counterparty, in which case we will notify you in writing.

2.2 If you wish to be re-categorised to be treated as an elective Professional Client you will need to send us a written request. We will consider such requests at our discretion after reviewing your circumstances, including the qualitative and quantitative assessments. Should your circumstances change, you are responsible for notifying us of the change.

2.3 Your client categorisation will determine the level of protection afforded to you under applicable legislation. This includes your access to, and eligibility by, the Financial Ombudsman Service in the event of a complaint about us. A Retail Client is afforded with the highest regulatory protections available.

2.4 We can review your client categorisation at any time, in accordance with the applicable rules. We will notify you in the event a change affects you.

2.5 In the event you are categorised as a Professional Client (that is, if you elect to be categorised as an elective Professional Client or we categorise you as a per se Professional Client), the terms and conditions set out in Appendix 2 shall apply to you (thereby modifying the terms and conditions applicable to you under the main body of this agreement).

3 WHO WE ARE

3.1 Alchemy Prime Limited is a company incorporated in England and Wales with limited liability under company registration number 08698974 and its registered office address is: Alchemy Prime Limited, 5th Floor, 142 Central Street, Clerkenwell, London EC1V 8AR.

3.2 Alchemy Prime is authorised and regulated by the FCA under FCA firm reference number 612233. The address of the FCA is 12 Endeavour Square, London E20 1JN, telephone number: 0800 111 6768, website: https://www.fca.org.uk.

4 OUR SERVICES

4.1 We will offer you, on an execution-only basis, access to trading a number of instruments in the form of CFDs, and we will do so on a non-advised basis. Although we may transmit your orders for execution to third-party liquidity providers through an electronic communication platform, contractually we are the sole counterparty to your trades and any execution of orders is done in our name. Further information can be found in our Execution Policy.

4.2 We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure whether you should proceed with this agreement, you may wish to seek independent advice.

4.3 If you are unsure about the merits or suitability of a transaction, you should seek advice from an independent financial adviser. In addition, we do not make personal investment recommendations about the Services or the Platform. Any information provided by or made available by us, including through the Platform or any related system or website, is provided solely to enable you to make your own investment decisions. This information should not be treated as a recommendation to buy, sell or otherwise deal with any particular investment.

4.4 We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research.

4.5 You understand that CFDs are derivative products, and therefore you will not be entitled to own any underlying instrument. You also understand that no physical delivery of any underlying asset shall occur.

4.6 You can trade CFDs on any of the financial instruments on offer during our normal trading hours, which are specified for each instrument on the Website. It is your responsibility to review the relevant contract specifications, prior to trading. You will be notified of any Alchemy Prime holidays through the Website.

4.7 We must assess the appropriateness of the Services by reference to your knowledge, experience and understanding of the risks involved. If we assesses that a product or service is not appropriate for you or that we do not have sufficient information about you to make this assessment, we reserve the right not to act on your instructions or otherwise to provide the product or service or conduct business with you.

4.8 Notwithstanding clause 4.7, you acknowledge that you shall be solely responsible for any decision to enter into any Trades with us. We will not be liable to you for any losses you might incur as a

result of reliance on any information provided by us, nor in the event that any Trade effected under this agreement is not fully covered by any Margin Deposit you have provided or otherwise results in a loss on your Account. You remain fully responsible and liable for any losses (other than those caused by our fraud, negligence or wilful default), costs and settlements arising from any Trades entered into before any termination of your relationship with us.

4.9 Where we execute Trades for you, we do so as part of our execution-only dealing service, this means that we are not obliged to ensure the transaction is suitable for you.

4.10 Where we execute Trades for you, we will (unless indicated or agreed otherwise) take all sufficient steps to provide best execution. In doing so, we will comply with the FCA Rules and apply our Execution Policy in effect at that time. Unless you notify us to the contrary, you consent to the Execution Policy when this agreement comes into effect. We may amend the Execution Policy occasionally and will notify you of any material amendments by giving written notice or by publishing the updated Execution Policy on the Website.

5 REPRESENTATIONS & WARRANTIES

5.1 You represent and warrant to us (this means, you are making a formal declaration on which we will rely when providing the Services) that:

5.1.1 your entry into this agreement, and the performance of all of your obligations contemplated under this agreement does not violate any law applicable to you or conflict with any obligation (including without limitation any contractual or fiduciary obligation) to which you are subject;

5.1.2 you comply with all applicable laws and regulations;

5.1.3 all information provided by you to us is accurate, correct and complete, and you will notify us promptly of any changes to such information;

5.1.4 you shall make ongoing disclosure to us of any matters that may affect the operation of this agreement or of your ability to pay Margin Calls or to remain solvent;

5.1.5 you shall provide us with information as we may require to enable us to satisfy our regulatory and legal obligations, including any information relating to anti-money laundering, anti-terrorist financing and anti-bribery and corruption;

5.1.6 where we have provided you with a Key Information Document as required under the FCA Rules, you agree to the provision on such Key Information Document via the Website and that you have read the Key Information Document before making an Order in the product;

5.1.7 you will not pay to or provide us with any Assets which are subject to any security or lien other than the Security and liens created in our favour or otherwise contemplated under clause 19.1 and will not charge, assign, or otherwise dispose of or create any interest in any of your rights or interest in any transaction or in any sum or other payment or assets held by us on your behalf; and

5.1.8 you are at least 18 years old.

5.2 You acknowledge that we will enter into the transactions contemplated by this agreement in reliance on the representations and warranties made by you.

5.3 **If you are a company, firm, corporate or other legal person:** in addition to the representations and warranties contained in clause 5.1, you also represent and warrant that you are duly constituted and incorporated and possesses the requisite power to enter into this agreement and all transactions made or to be made under this agreement. In any case, this agreement and such transactions are and will constitute legally binding and enforceable obligations upon you as our client.

5.4 **If you are acting in its capacity as trustee of a trust:** in addition to the representations are warranties contained in clauses 5.1 and 5.3, you also represent and warrant that:

5.4.1 the relevant trust instrument is valid and complies with all applicable laws;

5.4.2 you are adequately appointed as the sole trustee of the relevant trust;

5.4.3 you have a right of indemnity from the trust assets in respect of this agreement and the transactions contemplated by it;

5.4.4 you will comply with its duties as trustee of the trust;

5.4.5 you will not do anything which may result in the loss of its right of indemnity from the trust assets;

5.4.6 you will remain the sole trustee of the trust;

5.4.7 if, despite the above, you are replaced or joined as trustee, you undertake to procure that the new trustee shall be bound by this agreement and any other agreement relating to a transaction contemplated by this agreement to which you are expressed to be a party, or by a document which is identical in effect;

5.4.8 you will not resettle, set aside or distribute any of the assets of the trust without our express written consent unless compelled to do so by the trust instrument; and

5.4.9 you will not amend or vary the trust instrument without our express written consent.

5.5 **If you are acting in your capacity as trustee of a trust but are not the sole trustee of the trust:** it is a requirement that every trustee agrees in writing to be bound by the terms of this agreement and by any transactions entered into in connection with this agreement before we will provide Services to you.

6 OPENING YOUR ACCOUNT

6.1 Following receipt of your Client Application Form, we will use the information you have provided us with to conduct further enquiries about you as we may deem necessary or appropriate in the circumstances in order for us to fulfil our legal obligations. This includes, but it is not limited to, verifying your identity information, obtaining references from third party database lists, other financial institutions or your employer. We may also conduct other searches with third-party information providers and databases (public or otherwise), including credit searches that appear on your credit history without this having an impact on your credit record. You understand that such enquiries can be conducted at any stage of the relationship, and we expect you to assist us with any additional information, as failure to do so would lead to termination of the relationship between you and us in accordance with the terms of the agreement.

6.2 We are entitled to rely on the information you provide us as being correct and accurate at all times, unless you notify us otherwise in writing. It is your responsibility to notify us as soon as possible in writing of any change in the information provided.

6.3 Based on the information provided by you, and in accordance with the applicable rules as amended from time to time, we will make an assessment of whether you have sufficient knowledge and/or experience to understand the risks associated with trading CFDs. The acceptance of your account will be subject to the outcome of this assessment.

6.4 Once we receive your application to open an Account, we will confirm this to you by e-mail and we will provide you with details to access your Account, specifically your Account number and access details. We will review your application and only if we are satisfied with the information and/or documentation received, we will accept you as a Client and therefore activate your Account.

7 SECURITY & ACCOUNT AUTHENTICATION

7.1 You are responsible for setting your own password for your Account in accordance with the instructions that we will provide to you, as well as protecting your credentials and you agree that you will not disclose these details to any person not duly authorised by you. We cannot control how you treat your access codes and you are responsible to ensure that no third party obtains any unauthorised or other access. We will not be liable for any access by any person, other than you, whether authorised or not by you, unless this has occurred due to gross negligence from our part.

7.2 You must notify us immediately if you know or suspect that any person has accessed or may access your account, or any information you hold in your account, without your permission. Unless you notify us otherwise, we will treat any activity or communication made via the Platform as having been authorised by you and you may be liable for such activity up to the point of notification. We may need you to change or reset your password from time to time and we will notify you if this is required. You may also request that we reset your password.

7.3 We will only accept instructions from you any authorised representative pursuant to a power of attorney validly executed by you. Where you appoint such an attorney, they shall not be considered a Client of ours. However, we will consider any instructions from such an attorney as coming directly from you, and we may act upon such instructions without the need to confirm their authenticity or validity. We reserve the right to revoke your access and/or the access of attorney to your Account and/or the Platform at any time, where we deem necessary.

7.4 In addition to anything else specified above, we may rely on any instructions coming from any person in possession of your access codes as if these instructions were coming from yourself, without us making any further inquiry.

7.5 Where you have not carried out any activity and/or transactions for a period of time, as determined within reason by us, we reserve the right to carry out additional checks and/or request additional documentation from you before we allow you to resume any activity with us.

8 JOINT ACCOUNTS

8.1 This clause applies only where you consist of more than one person such as joint account holders, trustees, or personal representatives.

8.2 You shall be jointly and severally liable for the obligations of all and any of you under this agreement or in any other dealings between you and us.

8.3 Unless and until we receive written notice signed by all of you withdrawing or varying the same, so as to limit such authority to a specific named individual:

8.3.1 each joint holder will have authority on behalf of all the joint holders to deal with us as fully and completely as if it were the sole owner of the account without any notice to the other joint holders;

8.3.2 any of the joint holders may give us an effective and final discharge in respect of any of their obligations; and

8.3.3 any notice or communication given to one joint holder shall be deemed to be given to all.

8.4 On the death of any of you, our agreement will not terminate but remain binding on the other person(s) constituting our client and we may treat such survivor(s) as the only person’s party to this agreement with us.

8.5 Where you are trustees of a trust or personal representative of an estate, you undertake to give us notice forthwith of any change in trustees or personal representatives.

8.6 Where you are trustees of a trust, you undertake to supply us with copies of any documents now existing (or hereafter executed) limiting, extending, or varying the powers of the trustees or

amending the objects of the trust and any other documents or information we may reasonably require in connection therewith.

8.7 Notwithstanding the foregoing we reserve the right at our sole discretion:

8.7.1 to require joint instructions from some or all of the joint holders before taking any action under this agreement; and

8.7.2 if we receive instructions from a joint holder which in our opinion conflict or are inconsistent with other instructions, advise one or more joint holders of such conflict or inconsistency and / or take no action on any such instructions until we receive further instructions satisfactory to us.

9 THE PLATFORM

9.1 Following activation of your Account, you will be able to access the Platform.

9.2 In relation to the Platform, you confirm that you acknowledge and accept the following:

9.2.1 all transactions must be completed using the logins and passwords allocated to you by us, and valid entry of such a login and password will constitute an authorisation by you to complete any resulting Trade;

9.2.2 you must keep the logins and passwords secure and confidential. You will advise us immediately if you have any reason to believe that a login or password allocated to you has not been kept secure and confidential;

9.2.3 you must ensure that no unauthorised person can use the logins and passwords. As part of this obligation, you must ensure that you log off after using the Platform;

9.2.4 you will not use the Platform in contravention of any laws or regulations or the rules and guidance of the regulatory authorities in any relevant jurisdiction (including, for example, any rules on manipulative trading or other types of market abuse). In addition, you further acknowledge that we do not permit the use on the Platform of any manipulative or abusive behaviour (such as the dissemination of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a CFD or the underlying property or thing), which we determine could adversely impact on fair and orderly trading on the Platform;

9.2.5 you will use the Platform for unfair trading activity or otherwise taking advantage of internet delays, which we determine could adversely impact fair and orderly trading on the Platform;

9.2.6 we may, at any time without notice to you, suspend, withdraw or deny access to the Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of this agreement; and

9.2.7 without limiting any other rights we may have under this agreement, any Trade which we determine has arisen as a result of acts prohibited under clauses 9.2.4 or 9.2.5 may, in our absolute discretion, be subject to a price adjustment or be cancelled or invalidated.

10 ACCEPTANCE OF TRADING TERMS

10.1 You may place Orders with us via the Platform or by such other means as we may from time to time specify in writing.

10.2 Your placement of an Order with us constitutes agreement by you to any applicable Trading Terms.

10.3 We may accept or decline an Order at our sole and absolute direction.

10.4 We will, to the extent permitted by law, notify you of any decision to decline an Order but we are not obligated to provide a reason for the Order being declined.

10.5 If we accept an Order, we may execute all or part of the Order and enter into a Trade by the Trading Terms, together with the terms of this agreement.

10.6 You understand and accept that all your orders are executed “over-the-counter”. This means that no order will be executed on a recognised exchange, or organised trading facility. For more information, you should read the Execution Policy as amended from time to time. By accepting this agreement and placing any order with us you expressly provide your prior express consent before proceeding to execute your orders outside a trading venue. This consent is hereby provided in the form of a general agreement and not in respect of individual transactions.

10.7 We shall take all reasonable and necessary steps to ensure compliance with the applicable rules and regulations. Therefore, you agree to be bound by any decision we may make in order to comply with any obligation of Alchemy Prime.

10.8 Where we provide you via our Website, the Platform or otherwise with any links to other websites and/or resources from third parties, these links are provided for information only. We have no control over the content, quality or security of the information contained on those websites and/or resources, and we are not responsible for any losses that may arise from your use of these.

10.9 We take reasonable care in trying to ensure that any information and/or content, including third-party features on the Website, the Platform or other communications from us is accurate and complete. However, some information may be provided “as is” and on an “if available” basis, and we give no warranties or representations (either expressed or implied), relating to the said features and any third-party information.

10.10 We reserve the right to amend the product specifications and conditions, as available from the Website from time to time, when we deem necessary. You shall ensure to remain updated with regards to our product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by this agreement in the event of any of these amendments taking place. However, nothing in this clause shall affect your right to terminate this agreement, without any penalty whatsoever, subject to any existing obligations. You are reminded of the availability of instrument specifications via the trading platform of your choice.

10.11 You understand that we may remove any of the products offered and/or we may cease providing you with the ability to place an order at any time. Where we have ceased to provide any product and you have an existing open position in that product, it is your responsibility to cancel and/or close such a position during the time that we should allow you to do so, otherwise we will close the position at the last available price for the relevant instrument. You also understand that any open positions on CFDs with an expiration date will be automatically closed at the end of the last trading day.

10.12 We reserve the right to reverse any transactions which we deem to be contrary to your interest or ours, for any reason.

10.13 Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in this agreement, we reserve the right to temporarily or permanently suspend your access to the Platform and/or your Account(s), and/or terminate this agreement, and/or take any other actions as we may see fit in the circumstances.

10.14 Although we will use all reasonable efforts to process a Trade on a timely basis, we shall not, in the absence of gross negligence, wilful misconduct or fraud, be responsible or liable for delays, damages, failures or errors in the completion of the Trade.

11 MARGIN DEPOSIT

11.1 Before accepting an Order, we will require you to pay us an amount of money in respect of any anticipated or existing Open Positions (**Margin Deposit**).

11.2 For Retail Clients, the minimum Margin Deposit applicable to a particular instrument will be determined in accordance with the FCA Rules from time to time. The specific margin requirements for each instrument are specified on the **Platform** and/or our **Website** and may be updated by us from time to time and/or updated in accordance with the FCA Rules.

11.3 You acknowledge that where Margin Deposit is based on a percentage of the Contract Value, the monetary amount of Margin required will fluctuate in accordance with the price of the underlying instrument.

11.4 We may, at our sole discretion, require a Margin Deposit that is higher than the minimum required under the FCA Rules, including where this is necessary or desirable for risk management purposes or where it is requested by you and you acknowledge and agree that we may require Margin Deposits of up to 100% of the Contact Value, or such other percentage as corresponds to the level you have requested.

11.5 You must maintain sufficient Margin Deposit in your Account at all times.

11.6 It is your responsibility to monitor the balance in your Account and ensure that any deposit made by you is made with adequate time to maintain a sufficient Margin Deposit. Any deposit made to your Account will only be given effect once our systems have credited it to you and it is shown on the Platform. We cannot guarantee how long this process will take and, we will not be liable to you for any loss arising as a result of any delay in us crediting any payment to your Account.

11.7 You will provide to us on demand such sums by way of Margin Deposit as we may in our discretion require for the purpose of protecting ourselves against loss or risk of loss on present, future, or contemplated transactions under this agreement. Different margin requirements may apply to different Accounts and/or investments traded. You may be required by us to supplement such Margin Deposit at any time if your Account shows a debit balance or an increase in your margin requirement. You will pay or transfer Margin Deposit within the minimum period specified by us at the time (which may be within the same business day).

11.8 We reserve full rights to close or part close out all or any Open Positions:

11.8.1 to the extent required by FCA Rules, if the account balance (taking into profit or loss on the Account) is equal to or less than 50% of the total Margin Deposit requirement for your Open Positions; or

11.8.2 if we reasonably believe that you may not be able to pay us any amount when due or that you may be or become insolvent or bankrupt (as applicable).

11.9 As a Retail Client, you cannot lose more than your invested capital. If at any time you have a negative cash balance on your Account, we will waive our right to claim the deficit and will return the Account balance to zero. This may not happen immediately.

11.10 In addition to other remedies available to us, if you fail to pay an amount when due under this agreement, we have the right to close out or terminate (by either buying or selling) any or all of your Open Positions. We shall have the right, at our sole discretion, to determine the mark-to-market value of any Open Position from time to time.

11.11 Margin in relation to a particular type of transaction must be provided in cash or in the form of such investments or other assets (if any) we may in our absolute discretion agree. Where we agree to accept margin in the form of securities this is subject to the security and custody arrangements described in clause 19.

11.12 Unless the terms applying to a particular type of transaction otherwise specify, margin will be valued by us on such basis as we shall in our absolute discretion determine and may reflect, without limitation, our view as to the extent that the relevant assets are fully available to us or such discount to the current market value of any margin as reflects our perception of the market risk of that margin.

11.13 Our system notifies clients of a Margin Call at 150%, and automatic Margin Call at 100%. Stop-out is set at 50% of margin utilised. While failure to pay Margin Deposit when required will entitle us to close out some or all of your positions and/or call a termination event (pursuant to clause 20.5) we are under no obligation to close out any Trades or take any other action in respect of Open Positions.

11.14 All cash margin and other payments due by you to us pursuant to this agreement must be made in freely transferable funds in such currency and to such bank account(s) as we specify. If you are by law required to make any deduction or withholding in respect of taxes or otherwise, then you will be liable to pay such amount to us as will result in our receiving a net amount equal to the full amount which would have been received had no such deduction or withholding been required.

12 SET-OFF

12.1 In addition to other remedies available to us, and subject always to the Negative Balance Protection provisions in Clause 11.6 for Retail Clients, if you fail to pay any amount when due under this agreement, we may set off against such amount any amount payable by us to you. We may, at our discretion, at any time convert any sums of money held in a currency other than the currency of any obligation you owe us into the currency of the relevant obligation at our current exchange rates (or other reasonable rate) and the proceeds of such conversion will be automatically applied in reduction of such obligation.

12.2 We are entitled to set off against any amounts due from you any amounts received from you or on your behalf, including but not limited to monies received as Margin Deposits or Margin Calls. We may determine the application of any amounts to be set off at our discretion.

12.3 If you have more than one Account with us, we will have the right without prejudice to any other right we may have to combine all or any such Accounts and set off any amount at any time owing from you to us on any Account against any amount owing by us or any Associate of ours to you for any purpose.

12.4 You may not set off against any amounts due by you to us, any amounts we owe to you.

13 BASE CURRENCY & CURRENCY CONVERSION

13.1 In addition to Sterling, you may select a base currency of either US Dollars or Euros.

13.2 You acknowledge that specific Trades may be denominated in other currencies at our sole discretion. This may result in Open Positions and other relevant amounts under this agreement being notionally converted to your base currency.

13.3 When we enter into any Trade or other transactions with or on your behalf which are denominated in a currency other than your base currency, we may carry out any necessary foreign exchange transactions (together with any hedging transactions on a transaction by transaction basis) on the settlement date for the Trade or transaction (rather than the Trade date) at a prevailing rate of exchange as chosen by us.

13.4 Unless otherwise agreed, we will automatically convert any cash, profits, losses, adjustments, fees, charges and other relevant amounts under this agreement denominated in another currency into your base currency before applying such amounts to your Account.

13.5 We may, in our absolute discretion, determine the date, time and rate at which any such currency conversion occurs.

13.6 You will be responsible and liable for any commission, charges or other costs incurred by us in connection with any currency conversion and you acknowledge that we may receive remuneration from third parties engaged by us to provide such currency conversion services.

14 INSTRUCTIONS

14.1 Any Order or instruction is transmitted at your risk in such manner as may be specified by us or agreed between you and us from time to time. We shall not be responsible or liable for any loss suffered because of any instruction not being received by us (whether transmitted through the Platform or not) or not being acted upon.

14.2 You expressly authorise us to rely and act upon, and treat as fully authorised and binding upon you, any instruction which purports to have been given and which is accepted by us in good faith as having been provided by you, without further enquiry on our part as to the genuineness, authority or identity of the person giving or purporting to give such instruction.

14.3 You understand that time is important when trading CFDs and you are responsible for ensuring that any communication in relation to your dealings with us is sent to us on time. You shall promptly (and in any event within any reasonable time limit imposed by us) give any instructions we may reasonably request from you in respect of any transactions or other matters in relation to which we have accepted your instructions to act. If you do not do so, we may in our sole, but reasonable, discretion take any steps at your cost which we consider appropriate for our or for your protection.

14.4 We will execute an instruction received from you, without any further enquiry. However, you consent that we reserve the right to accept, either in part or in full, or reject, any instructions from you. We may contact you if we intend to execute any transactions or future transactions differently following patterns in your trading activity (for instance, where your account balance frequently results in negative equity, we may propose that you continue trading with a higher margin requirement, irrespective of the applicable trading conditions of other clients).

14.5 We may, at our discretion, confirm any instructions received from you via any durable medium or telephone. However, you understand that you should not communicate with any of our employees, contractors or otherwise via any means which are not approved by us. For example, you should not communicate with any of our employees on his/her mobile phone or on any other personal account.

14.6 Except where the Platform permits, all orders to trade on the financial instruments we offer are final and cannot be cancelled or deleted, unless we expressly agree to such cancellation or deletion and/or unless otherwise provided in any of our legal documentation.

15 DEALING

15.1 We may execute your dealing instructions upon or in accordance with the rules of any market or exchange and through any clearing house selected by us. We may enter into transactions for or with you which are not on or in accordance with the rules of any exchange for example, off-exchange transactions in foreign currencies, or in other non-readily realisable investments.

15.2 Assets and profits arising on closing a position, settlement or liquidation will be credited to your Account and losses will be debited from your Account. Any debit balance arising as a result of any close-out, settlement or liquidation will be payable by you forthwith whether or not demanded by us.

15.3 We shall be entitled to carry out all transactions in accordance with the rules, regulations, customs or practices of the relevant market, exchange and/or clearing house and all applicable laws whether imposed on you or us. We may take all such steps as may be required or permitted by such laws, rules, regulations, customs and/or market practice. We will be entitled to take or not take any reasonable action we consider fit in order to ensure compliance with the same and all such actions so taken will be binding upon you.

15.4 You agree that any transactions we effect for you will be subject to the rules, regulations, customs and practices of each relevant market, exchange, or clearing house on, through or with which we deal.

15.5 We may, at our discretion, aggregate your orders with our own orders or those of other clients. We will allocate the proceeds of such orders among the participating accounts in a manner which we believe to be fair and equitable. If the combined order is not executed at the same price, we may average the prices paid or received and debit or credit your Account with the average net price. Details of average price will be furnished on request. Such allocation must take place within five business days of execution. In aggregating your orders in this way, we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced foreign exchange or other dealing costs by being part of a larger transaction. However, on occasion, aggregation and allocation may result in you obtaining a less favourable price.

15.6 Where we are unable or consider it undesirable or inappropriate to execute your order at once or in a single transaction (split fills and/or market orders) we may execute it over such period as we deem appropriate, and we may report to you an average price for a series of transactions so executed instead of the actual price of each transaction.

15.7 We may undertake a program trade or trades comprising a single transaction or series of transactions on your behalf. In doing so we will always act as principal.

15.8 We reserve the right to refuse any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to manifest human error or stale, incorrect or broken price feeds. Where we have opened or closed a trade before becoming aware of the price disparity, we may at our absolute discretion either treat that trade as void or accept that trade at the prevailing market price.

15.9 We bear no responsibility for any loss that arises as a result of delayed or unread communication sent by us to you.

15.10 Rate and price indications are available via the Platform. Such an indication is not binding, and you agree to accept the prices offered by us when the Trade is executed (which may vary from the price in an indication). Should an error occur due to a typographical or obvious mistake in a quote or indication or the reported price of a Trade, we are not liable for any damages, claims, losses, liabilities or costs arising from such an error. We reserve the right to make the necessary adjustments to correct such an error. Any dispute arising from such an error will be resolved based on fair market value, as determined by us acting reasonably. You must notify us if you know or suspect such an error has occurred. Correspondingly, we will notify you as soon as reasonably practicable if we become aware such an error has occurred.

16 REPORTING

16.1 Essential information concerning the execution of any order (among other information) can be obtained through the Platform, where you will be able to download reports containing information including the execution and status of your orders, as well as review the current and historic state of your trades and Account(s). We might not be able to provide you with statements of account in relation to the financial instruments traded through your Account(s) or the availability of your Client Money or any other detail in any other form.

16.2 After executing a trade which closes out an open position any confirmation will include a difference account, showing your profit or loss arising from the closing out which will be credited to or debited from your Account and due for immediate settlement.

16.3 If we have instructed an intermediate broker on your behalf, the confirmation may be a copy of the confirmation sent to us by the intermediate broker. Confirmations posted, electronically transmitted, or otherwise sent to you at your last known email address in our records will be deemed to have been received by you when sent to the relevant address.

16.4 Unless otherwise agreed we will send you a monthly statement of every account comprised in your Account which includes or may include uncovered open positions. Performance measurement will not be provided other than by special arrangement. The statement shall include details of the contents and value of your Account and open positions and such other information as may be agreed from time to time by us or as is required to be disclosed under the FCA Rules.

16.5 Any confirmation, statement of account, report or certificate issued by us in respect of any transaction or other matter shall be conclusive and binding on you unless objection in writing is received by us within 48 hours (excluding weekends) of the generation of the report, the period of which will be extended by a business day in respect of each local holiday occurring within the period. Occasionally (whether due to human or technical errors), discrepancies may occur in our confirmations, statements of account, reports, or certificates. Provided that we advise you of such errors and / or discrepancies as soon as practical you will be bound by the relevant confirmation, statement of account, report, or certificate (as so corrected) irrespective of when the relevant error or discrepancy is discovered by us. We will resolve once discovered discrepancies within seven days.

17 CHARGES, COMMISSION, OTHER COSTS & INTEREST

17.1 Our charges and rates (including interest rates) are as provided via the Platform.

17.2 In addition to such charges and rates, you will be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by us in connection with any Trade or in connection with maintaining our relationship with you.

17.3 We shall additionally be entitled to demand that other extraordinary disbursements and expenses caused by your non-performance are paid separately by you.

17.4 In line with FCA Rules, we may give, receive and share commissions, charges or other remuneration with our associates, introducing brokers or other third parties regarding Trades entered into by you. Details of such payments or sharing arrangements may be set out in the Trade Terms or on relevant Trade confirmations, account statements or other account information. In addition, where we act as the counterparty to a Trade, we may benefit from commission, mark-up, mark-down or any other remuneration for which we will notify you in advance.

17.5 Subject to all regulatory requirements, all amounts due to us under this agreement shall, at our option:

17.5.1 be deducted from any funds held for you;

17.5.2 be paid upfront by you; or

17.5.3 be settled by such other arrangement as may be agreed with you.

17.6 Unless otherwise agreed, no interest shall be payable or due to you on your available margin or Margin Deposit in your Account. However, you are obliged to pay interest on any outstanding amounts on an Account at such rate as may be notified via the Platform from the date payment was due until we receive the payment.

17.7 Under some circumstances, several intermediaries may be involved in a payment transaction and may deduct a charge. The receiving bank may also levy a charge. These charges cannot always be calculated in advance, and you acknowledge that you will be responsible and liable for these expenses. We will not be liable for any losses that result from fees described in this clause 17.7 being levied.

17.8 We reserve the right to seek reimbursement from you if we receive a charge back from any credit or charge card issuer or concerning any other payment method for any reason. We may obtain such reimbursement by charging your Account, deducting amounts from future payments owed to you, charging your credit or charge card or getting a refund by any other lawful means. Any reimbursement will include all costs and expenses incurred by us related to the charge back.

17.9 If we receive a charge back from your credit or charge card issuer or concerning any other payment method for any reason, you acknowledge that we have the right to:

17.9.1 immediately close any of your open Trades, whether at a loss or a profit and liquidate your Account with or without any notice; and

17.9.2 immediately place restrictions on your Account with or without any notice, including:

17.9.2.1 the restriction on making deposits using any payment method to your Account, even in cases of Margin Deposit alert(s);

17.9.2.2 the restriction on requesting withdrawals from your Account; and

17.9.2.3 the restriction on opening new positions on the Platform.

17.10 We reserve the right to charge an inactivity fee of £5/$5/€5, as per the account currency, where there are funds on your Account and no Trades or Orders have been placed for a period of six consecutive months (**Inactivity Fee**). The Inactivity Fee represents the cost to us of maintaining your inactive Account.

17.11 After six consecutive months of inactivity, the Inactivity Fee will be deducted from the funds held in your Account within [10] business days. The Inactivity Fee will not cause your Account balance to fall below zero. If the available funds are less than the Inactivity Fee, we will deduct the remaining balance, and your Account balance will be reduced to £0/$0/€0 as per the account currency.

18 CLIENT MONEY

18.1 Save as expressly provided in this agreement, any money received by us from you or held by us on your behalf will be treated as Client Money as defined by the FCA Rules. This means that any money received by us from you or otherwise held by us on your behalf must be segregated from our own money.

18.2 We will hold any Client Money in pooled client money bank accounts at selected third part banking institutions as determined by us in accordance with Client Money Rules. We will keep and maintain books and records of the Client Money held on our clients' behalf. We will provide you with statements of the money that we hold on your behalf in accordance with the Client Money Rules. Subject to the Client Money Rules, you may request such a statement at any time.

18.3 We may place funds in notice or term deposit accounts with a notice period or term of up to 95 days. Placing Client Money in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from the account, however, in the unlikely event of our insolvency, such amounts may not be immediately available upon request.

18.4 We will transfer an equivalent amount of money back to you where we consider, in our sole discretion, that the amount of money you have transferred to us is greater than the amount reasonably required to cover your present and future obligations to us.

18.5 You acknowledge, unless otherwise agreed, that we do not pay interest on Client Money, and you waive any right you may have to receive interest on Client Money. In the event that we incur interest charges to hold Client Money on your behalf with third-party banking institutions or qualifying money market funds in accordance with the Client Money Rules, you agree that we may charge you for holding Client Money on your behalf. You agree that we will cease to treat any money deducted in this respect as Client Money and that ownership of that money will be irrevocably transferred from you to us.

18.6 Where your Account has been inactive for a period of 12 months, we reserve the right to terminate this agreement in accordance with clause 20.3. Following termination of this agreement, if your Account has a positive balance, and we are unable to contact you after we take reasonable steps to do so, we will have the right to transfer these funds into a suspense account. We will continue to treat the funds as Client Money and, subject to receiving a valid withdrawal request from you and these funds will be returned to you. For the avoidance of doubt, an Account may be considered inactive when, during a six-month period, no transactions have been carried out in relation to the Account by you.

18.7 In the event that there has been no movement on your account balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items or any funds

attributable having been placed in a suspense account pursuant to clause 18.6) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as Client Money and pay away the money to a registered charity.

18.8 You expressly agree that we may transfer your money to a third party as part of a transfer of all or part of our business. Any sums transferred will be held by that third party either in accordance with the Client Money Rules, or if not be held in accordance with the Client Money Rules, we will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect the sums.

19 IF YOU REQUEST US TO HOLD PHYSICAL SECURITIES (NOT MONEY) ON YOUR BEHALF

19.1 Charged Assets

19.1.1 Your securities and any other Assets shall at all times be held by us subject to a general lien and right of set off against your Obligations whether or not we have provided credit, loans, or other financial facilities to you in connection with such assets and irrespective of the number of accounts which you may have with us.

19.1.2 As security for the performance of all your Obligations you hereby charge to us by way of first fixed security interest with full title guarantee and as a continuing security:

19.1.2.1 all your rights, title, and interest in respect of the securities, investments, cash, and any other Assets from time to time credited to your Account;

19.1.2.2 all securities or other investments which, or the certificates or documents of title to which, are for the time being deposited with or held by us or an associate of ours;

19.1.2.3 all your rights under this agreement including, without limitation, all your rights to delivery of cash, securities, or other investments;

19.1.2.4 all sums of money held by us or any associate of ours for you, the benefit of all accounts in which any such money may from time to time be held and all your right, title and interest under any trust relating to such money or to such accounts as aforesaid; and

19.1.2.5 all and any property and other rights in respect of or derived from the assets referred to in sub-clauses 19.1.2.1 to 19.1.2.4 including, without limitation, any rights against any custodian, banker, or other person.

19.1.3 We shall hold all Charged Assets for the purpose of satisfying all and any of your Obligations under this Agreement and may without prior notice to you free of any interest of yours therein:

19.1.3.1 deposit, charge or pledge Charged Assets with or to the order of any exchange, market operator, clearing house, intermediate broker or other third party and on terms that such third party may enforce such deposit, charge or pledge in satisfaction of all or any Obligations, and all or any obligations of ours or of any other Client of ours, to such third party which may include the creation of a security interest over Charged Assets ranking prior to any security interest in Charged Assets from time to time granted by you to us; and

19.1.3.2 register, sell, realise, charge, or borrow against the same upon such terms (including as to the consideration received therefore) as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) and apply the proceeds in or towards satisfying any such Obligations.

19.1.4 Until you have paid or discharged in full all your Obligations, we shall be entitled to retain all your Charged Assets and you may not (without our prior consent) withdraw or substitute any Charged Assets. We may in our absolute discretion make payments or deliveries to you from Charged Assets, or otherwise exercise our rights of set-off, combination and / or consolidation.

19.1.5 No purchaser from, or other person dealing with, us shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether the Obligations remain outstanding or as to the propriety or validity of the exercise or purported exercise of any power; and the title of such a purchaser and the position of any such person shall not be impeachable by reference to any of those matters and the protections contained in Sections 104 to 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with us.

19.1.6 A certificate in writing by our officer or agent that any power of sale or other disposal has arisen and is exercisable shall be conclusive evidence of the fact in favour of a purchaser of the whole or any part of the Charged Assets.

19.1.7 You agree you shall (at your cost) from time to time on request execute documents and take such other acts and steps as we may require to perfect or preserve the Security and to create new or further security interests over the same, to facilitate the enforcement of any such security.

19.1.8 You hereby irrevocably appoint by way of security, us and any person from time to time nominated by us, as your attorney with full power of substitution for you and in your name and on your behalf and as your act and deed to execute documents and take such other acts and steps as may be required to facilitate the enforcement of the Security.

19.1.9 The Security is continuing and will extend to the ultimate balance of all the Obligations, regardless of any intermediate payment or discharge in whole or in part. The Security is additional to any other security, guarantee or indemnity now or subsequently held by us in respect of the Obligations and the Security is not in any way prejudiced by any other such security, guarantee or indemnity and shall remain in full force and effect until discharged by us.

19.1.10 Sections 93 (restriction of right of consolidation) and 103 (restriction of right of sale) of the Law of Property Act 1925 will not apply to this Agreement. The Obligations will become due for the purposes of Section 101 of the Law of Property Act 1925, and the statutory power of sale and of appointing a receiver which are conferred on us under such Act (as varied or extended by this agreement) and all other powers shall be deemed to arise immediately after execution of this agreement.

19.1.11 If we reasonably determine that any payment received or recovered by us may be avoided or invalidated after the Obligations have been discharged in full this Agreement (and the Security) will remain in full force and effect and we will not be obliged to release Charged Assets until the expiry of such period as we shall reasonably determine.

19.1.12 No payment which may be avoided or adjusted under any law, including any enactment relating to bankruptcy or insolvency, and no release, settlement or discharge given or made by us on the faith of any such assurance, security, or payment, shall prejudice or affect our right to recover the Obligations from you or to enforce the Security to the full extent of the Obligations.

19.1.13 You will not create or have outstanding any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, or any other agreement or arrangement having the same economic effect, over or in respect of the present or future Charged Assets other than the Security or any other security contemplated under this clause 19.1.

19.2 **Custody**

19.2.1 We will provide you with a safe custody service in relation to any securities in accordance with the FCA Rules (which securities will for the avoidance of doubt also be subject to the Security). This safe custody service will not apply to securities credited to your Account where full legal and beneficial ownership has passed to us and we owe you only a contractual right to the return of equivalent securities, including but not limited to, any assets disposed of by us in whole or part under clause 19.2.2.

19.2.2 All securities held by us in safe custody will be registered (except for bearer stocks) in the name of our nominee or the name of another custodian appointed by us unless otherwise required by you and indicated on the Client Application Form. We will account to you for all dividends, interest payments and other rights accruing to you. Bearer or other non-registered securities may not always be held by us directly but may be held by one or more third parties (including clearing systems; custodians and overseas agents) directly or indirectly and may be held for its or their account. Nominee account holders may not receive certain entitlements, such as annual report and accounts, nor attend annual (or other) meetings and vote at such meetings.

19.2.3 Overseas securities may be registered or recorded in the name of a custodian or in our name (subject to your prior written consent) in one or more jurisdictions outside the United Kingdom where we determine that, due to legal requirements or the nature of market practice in the jurisdictions concerned, it is in your best interests, or it is not feasible to do otherwise. As a consequence, your securities may not be segregated from securities belonging to us and therefore your protection may be less should a default occur on the part of the person in whose name the investments are registered or recorded. Securities belonging to you which are held overseas may be subject to different settlement, legal and regulatory requirements from those which apply within the United Kingdom.

19.2.4 We are responsible for the acts of our nominee to the same extent as for our own acts. We accept no liability for the default of any other nominees, custodians or third parties.

19.2.5 Securities purchased through us may only be registered in the name of some other person whom you specify with our prior written consent. Where we consent to such an arrangement the consequences of such registration carried out in accordance with your instructions are entirely at your risk.

19.2.6 Securities registered or recorded in the name of a nominee may be pooled with those of one or more of our other Clients. Accordingly, your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register or equivalent electronic records. If there is an irreconcilable shortfall following any default or failure by the custodian responsible for pooled investments, you may not receive your full entitlement and may share in that shortfall pro-rata to your original share of the assets in the pool. When corporate events (such as partial redemptions) affect some but not all of the securities held in a pooled account we will allocate the securities so affected to particular Clients in such fair and equitable manner as we consider appropriate (which may without limitation involve pro rata allocation or an impartial lottery).

19.2.7 We will provide you with information relating to your securities held by us by sending periodic statements no less often than every six months. Assets will be valued in accordance with general market practice or, subject to our prior agreement, in accordance with your instructions.

19.2.8 We will collect any dividends, interest, payments, or other entitlements to which you may be entitled in respect of safe custody securities and of which we are notified and will remit to you such dividends or interest as soon as possible after deduction of any taxes and duties payable or credit them to your account.

19.2.9 Provided it is practical and expedient, we will endeavour to obtain your instructions for exercising or dealing with any of the following matters in relation to your securities of which we receive notice:

19.2.9.1 conversion or subscription rights;

19.2.9.2 takeovers or other offers or capital reorganisations; and

19.2.9.3 voting rights.

19.2.10 The consequences of a failure on your part to provide instructions to us by any required time once notification of an event mentioned in clause 19.2.9 has been sent to you are your sole responsibility. If we are unable to obtain your instructions, we will be under no obligation to take any action but may, in good faith and at our discretion and without any liability therefor, use our judgment and act as we think fit in relation to any rights and / or privileges attaching to any investments held on your behalf.

19.2.11 Where we appoint a custodian for holding your investments it may be an associate of ours.

19.2.12 Where you have a right to the return of any securities or other assets credited to your Account (whether or not they are subject to safe custody under the other provisions of this clause 19.2) we shall not be obliged to return the original securities or other assets delivered to us but merely to redeliver securities or other assets of the same type and nominal value and in case of securities of the same issuer.

20 CANCELLATION & TERMINATION

20.1 You may cancel this agreement within 14 days of your Account being activated. You may cancel this agreement using the contact details on the Website. Following a valid notice of cancellation, we will return any money that you have transferred to us. If you do not exercise your right to cancel within the 14 days, you will still be entitled to terminate this agreement under clause 20.2.

20.2 You may close any of your Account(s) by giving us notice in writing which will usually take effect up to *one business day* after it is received by us. If you do not cancel any pending Orders, close any Trades on the Account or withdraw any money due to you before giving us such notice, we will cancel any pending Orders and close any Trades as soon as possible after we receive your notice and then attempt to return any money due to you, but there may be a delay in doing so.

20.3 We may close any Account by giving you notice in writing. Subject to clause 20.4, this will take effect on the date specified in such notice being no less than ten business days after the date of the notice. Unless our notice of termination specifies otherwise and/or we have set your Account to “unauthorised”, you will be allowed to cancel any pending Orders and/or close any Trades during the time between:

20.3.1 when we give you the notice; and

20.3.2 when your Account is due to close in accordance with the notice.

If giving you notice is not possible, we will cancel any pending Orders and close any Trades on the Account and then attempt to return any money due to you.

20.4 Subject to clause 20.5, neither cancellation nor termination will affect the completion of Trades initiated before the date the cancellation or termination becomes effective. Neither cancellation nor termination will affect the parties’ accrued rights, indemnities, existing commitments or any other contractual provision intended to survive termination of this agreement.

20.5 If we are made aware of or have reason to believe that:

20.5.1 you are in breach, have breached or are intending to breach any provision of this agreement, including but not limited to the improper use of the Platform;

20.5.2 you are using or are intending to use the Services for illegal purposes;

20.5.3 that you are insolvent, bankrupt or otherwise unable to pay your debts as they fall due;

20.5.4 any sum due to us from you has not been paid as requested;

20.5.5 you have provided false or misleading information to us;

20.5.6 you have participated or are participating or have assisted or are assisting in money laundering, terrorist financing, bribery or corruption;

20.5.7 you are being officially investigated by law enforcement or regulatory agencies;

20.5.8 any of the Representations and Warranties made by you under clause 5 become incorrect or misleading in any material respect, as determined by us; or

20.5.9 you die or become of unsound mind or capacity, as far as it is relevant to this agreement, are otherwise impaired,

we may terminate this agreement or set an Account to “close only” or “unauthorised” with less than ten business days’ notice, including immediately. We will take these actions the relevant Account(s) at the time and in the manner specified in the applicable notice.

20.6 Unless otherwise agreed, this agreement will automatically terminate following the closure of all of your Accounts by you or us. When you or we close an Account and/or the agreement terminates we may exercise any right that we have to make a deduction or set-off amount you owe to us.

21 LIMITATION OF LIABILITY

21.1 We shall not be responsible or liable to you under any circumstances for any indirect or consequential loss or related expenses (including any loss of profits) incurred by you as a result of your use of the Services.

21.2 We shall only be responsible or liable to you for any direct loss incurred by you as a direct result of our negligence, wilful default or fraud.

21.3 You will pay us on demand all commissions and other charges due to us, premiums on any option purchased on your instructions, such sums as we may at any time require in or towards satisfaction of any debit balance on your Account or any account comprised therein, and the amount of any trading loss that may result from any transaction hereunder, interest and service charges due to us on the Account and our reasonable costs and legal fees incurred in collecting any such amounts. All payments shall be made in same day (or immediately available) and freely transferable funds in such currency and to such bank as we may from time to time specify.

21.4 Nothing in this agreement is intended to limit or exclude our liability or responsibility to you for death or personal injury, for our wilful default or fraud, for any breach under the regulatory system (as defined in the FCA Rules), or for any other liability that cannot lawfully be excluded or limited.

21.5 For clarity, where you have trusted a third party, and/or followed any instruction, indication or advice from a third party, including trading signals and/or copy trading strategies which resulted in any loss for you, we shall not be liable. You understand that the service we provide is on an execution-only basis and therefore we are not responsible for any losses you may incur as a result of these circumstances.

22 INDEMNITY

22.1 You agree to indemnify and hold us harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your negligence, mistake or wilful misconduct, the violation of any law by you, any infringement of our Intellectual Property or the Intellectual Property of any third party and/or the breach by you of any provision of this agreement. (This means that you will remain entirely responsible for any losses incurred by us and you will immediately repay such losses to us when demanded to do so by us.)

22.2 You also agree to promptly pay us for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by us in the enforcement of any of the provisions of this agreement.

23 CIRCUMSTANCES BEYOND OUR CONTROL

23.1 We shall endeavour to notify you of a Force Majeure Event which comes to our attention as soon as reasonably practicable.

23.2 Without limiting any of our other rights under this agreement, if we determine that a Force Majeure Event has occurred, we may take any number of the following steps:

23.2.1 cease or suspend trading or refuse to enter into any Trades or accept any Orders;

23.2.2 change a price indication;

23.2.3 change your Margin Deposit requirement or immediately require payment of any amounts owed by you;

23.2.4 close, void, or roll over any Open Positions; or

23.2.5 take or omit to take all such other actions as we consider to be reasonable to protect us and our clients.

23.3 We shall immediately and automatically be discharged from any obligation under this agreement (including without limitation any obligation arising out of or in connection with any Trade) that it is wholly or partially unable to perform as a direct or indirect result of a Force Majeure Event and we shall not in such circumstances be liable for any losses, damages, costs or expenses howsoever incurred by you.

23.4 Upon the occurrence of a Force Majeure Event, we will use all reasonable endeavours to resume the provision of the Platform, services and performance of our obligations under this agreement as soon as possible.

24 DATA PROTECTION & CONFIDENTIALITY

24.1 You acknowledge that by opening an Account, you will provide Personal Data to us.

24.2 We treat that Personal Data appropriately and lawfully in compliance with the Data Protection Legislation to the extent applicable. For the purpose of the Data Protection Legislation, we are the Data Controller. Accordingly, any information supplied to us that constitutes Personal Data for the purposes of the Data Protection Legislation (including any sensitive Personal Data) will be processed in accordance with our Privacy Policy available on the Website.

24.3 We will only process the Personal Data for which you have given consent and is necessary for providing the Service and we will use reasonable precautions to maintain the confidentiality of information we receive from you, and the material and data you provide, create, input or develop in connection with your use of the Services. Nonetheless, because such information, material and data may be provided through phone, email or otherwise, you acknowledge and agree that we cannot assure that such information, material or data will remain confidential.

24.4 When necessary for us to share Personal Data for the performance of this agreement, you accept the risk of a third party receiving confidential information concerning you and expressly release us from responsibility for any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from you intended to be provided to us or from us intended to be provided to you. You will remain entirely responsible and liable for any such claim.

24.5 You acknowledge and agree that we may disclose Personal Data relating to you (including, without limitation, your name and other personal and financial information relating to you) where the processing is essential for the performance of this agreement to our employees, representatives, officers, agents, subcontractors, service providers, affiliates, subsidiaries, and parent companies. In other cases, disclosing Personal Data to governmental agencies, entities, or bodies (including, without limitation, the FCA), regulatory or self-regulatory authorities to protect your interests or to comply with the applicable law and regulation may be necessary.

24.6 You have the right to request information on your Personal Data that we hold and process. However, we reserve the right to refuse unfounded or excessive requests made by you.

25 INTELLECTUAL PROPERTY

25.1 We grant you (and in respect of third-party providers, only to the extent we are permitted to do so) a temporary, non-exclusive, non-transferable licence to use the software, data and information obtained through, downloaded from or provided by us (including without limitation the Platform) for the sole and exclusive purpose of receiving the Services.

25.2 You agree that we are the sole owner (except to the extent owned by third-party licensors, including any associated companies) of all rights, titles and interests in the Platform and any information or data generated by the Platform.

25.3 You shall not enter into commitments for or in our name, represent yourself as being affiliated with, or authorised to act for us or, save as explicitly permitted in this agreement, use our Intellectual Property for any purpose whatsoever.

25.4 You shall take all reasonable steps to ensure that no computer viruses or malware are introduced into the Platform.

25.5 By becoming a Client, you do not obtain any rights in any intellectual property belonging to us. The Website, the Platform, any data, information, documentation and/or creation shall be protected in accordance with the applicable laws and you shall have no right, neither at the time of entering into this agreement, nor at any point of time in the future. All rights whether expressed or implied, and whether existing now or in the future are reserved.

25.6 You shall not cause or permit any actions to be caused which might endanger or damage any intellectual property belonging to us.

25.7 You understand that you shall not copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to Alchemy Prime.

26 RECORDING OF COMMUNICATIONS

26.1 We keep records of all services and activities we are providing as well as for all transactions undertaken. We therefore record all communication including any incoming and outgoing telephone conversations as well as all other electronic communications relating to any transactions concluded when dealing on our account, providing services that relate to reception, transmission and execution of client orders as well as for quality monitoring, training and other regulatory purposes. We will also record any other communication between you and us, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. We reserve the right to use these records where we deem it necessary, including, but not limited to dispute resolution situations.

26.2 We may record telephone conversations without use of a warning tone to ensure that the material terms of any transaction and any other material information relating to such a transaction is promptly and accurately recorded. All records are stored by us in a durable medium, which allows us to replay or copy them and retain such records in a form that does not allow us to alter or delete the original version. We may provide copies of such recordings to competent authorities upon their request in order to comply with our regulatory obligations without your consent.

26.3 We will keep copies of any such records for any period of time which is required by applicable legislation, starting from the date on which the record is created. You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

26.4 You understand and accept that you have been notified, in advance, about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.

27 COMPLAINTS & COMPENSATION

27.1 Details of our Complaints Procedure are available on the Website. In the event of a complaint regarding the Services, you may write to our Compliance Officer at compliance@alchemyprime.uk or by post at Alchemy Prime Limited, 5th Floor, 142 Central Street, Clerkenwell, London EC1V 8AR.

27.2 We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If having gone through our complaints process you are dissatisfied with our handling and/or findings in relation to your complaint or dispute, you may be able to refer your complaint to the Financial Ombudsman Service Limited, Exchange Tower, London E14 9SR, Tel: 0800 023 4567, email: complaint.info@financial-ombudsman.org.uk) and website: https://www.financial-ombudsman.org.uk/.

27.3 Your Account may be covered by the Financial Services Compensation Scheme. However, this protection may only be available to certain types of clients and may be subject to value limits. Information on the limits of compensation to that you may be entitled if you are eligible to claim compensation and other important information on the compensation scheme can be found at www.fscs.org.uk, and by contacting the Financial Services Compensation Scheme Limited, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Tel: 0800 678 1100, website: https://www.fscs.org.uk/.

28 CONFLICTS OF INTEREST

28.1 You acknowledge that we and/or other persons or companies connected with us may have an interest, relationship or arrangement in relation to any transaction or Trade, which may give rise to a conflict of interest with your interests or our duties to you.

28.2 We are required to take all appropriate steps to identify conflicts of interests between us and our clients, or between one client and another, that arise while providing our services. Our Conflicts of Interest Policy describes the general character and background of conflicts of interest and the conflicts of interest that have been identified that may arise. How such conflicts of interest will be avoided and, where necessary, managed. For example, as we provide several services to a wide range of clients, there may be times when there is a conflict between our interests and the duty that we owe to a customer or a conflict between the differing interests of two or more of our customers, to whom in each case we owe a duty to act in each of their best interests. A summary of our Conflicts of Interest Policy is available on the Website.

29 NOTICE

29.1 Any notice or other communication in writing required or permitted to be given under this agreement or for this agreement (**Notice**) shall be in writing and shall:

29.1.1 if to you:

be sent by prepaid registered mail, electronic mail or delivered by hand to the address given by your in applying for your Trading Account, or such other address you designate in writing, or by us posting a Notice to the Website.

29.1.2 if to us:

be sent by prepaid registered mail or delivered by hand to our address set out in this agreement or such other address as we designate to you in writing. And such Notice is deemed to have been given one Day after the Notice was sent unless delivered by hand, in which case the Notice is deemed to have been given on delivery.

29.2 Notices may be given by email during business hours of a business day, and are deemed received, on sending, providing no automatically generated out of office, bounce-back, message failure or similar notification has been received by the sender.

29.3 Notices may be given by email outside of business hours, and are deemed received, by email one business day after sending, providing no automatically generated out of office, bounce-back, message failure or similar notification has been received by the sender.

29.4 If posted on the Website, Notice is deemed to have been given one business day after the Notice was posted on the Website.

29.5 If the Notice was sent to a physical address, the Notice is deemed to have been given two business days after the delivery service used projects delivery will be made, unless delivered by hand to you or one of our employees (as applicable), in which case the Notice is deemed to have been given on delivery.

30 MISCELLANEOUS

30.1 You may not assign, novate, transfer, sell, or otherwise convey any rights or obligations that you have under this agreement to any other person except with our prior written consent.

30.2 We may transfer or delegate any of our rights and/or obligations under this agreement, which may involve transferring any Client Money balance held by us on your behalf, to any person, provided we act in accordance with applicable law. We shall use reasonable endeavours to provide you with not less than 30 calendar days' notice of such transfer or delegation, although we reserve the right to do this with immediate effect in which case we will inform you about the transfer or delegation as soon as reasonably practicable. Where we transfer or delegate any of our rights or obligations under this agreement to any person, we may provide that person with any information relating to you that they may reasonably require.

30.3 The terms of this agreement and any transactions under it may be varied or amended by us at any time by written Notice to you which will take effect at least ten business days after we issue our Notice to you, provided that we may give you less than ten business days' notice if the amendments to this agreement are required in order to comply with laws or regulatory requirements or where you expressly accept amendments in writing at our request. If you do not accept the amendment, you will be free to close your Account and/or terminate the agreement in accordance with clause 20 before the amendment takes effect. Any other amendments must be agreed to in writing between us and you.

30.4 This agreement supersedes any previous agreement between the parties relating to the subject matter of this agreement.

30.5 A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30.6 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties nor constitute either party the agent of the other for any purpose. Neither party shall have the authority to act as an agent for, or to bind, the other party in any way.

30.7 Subject to clause 1.9, in the event of any inconsistency between this agreement and any other contracts or documents exchanged and executed between you and us, this agreement shall prevail to the extent of the inconsistency.

30.8 This agreement is drafted in the English language. Accordingly, if this agreement is translated into any other language, the English language version shall prevail.

30.9 If any provision of this agreement (or part of a provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, illegal or unenforceable or invalid provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

30.10 A person not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Notwithstanding this, our claims against you under this agreement may be assigned to third parties that may independently assert these claims against you.

30.11 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the law of England and Wales.

30.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX 1 – DEFINITIONS

Whenever used in these terms and conditions, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Account	each account maintained by us in respect of your assets and liabilities arising in connection with your dealings with us and constituting your trading account with us, which operates under the terms of this agreement and allows you to enter into transactions with us, via the Platform or otherwise.
Act	the Financial Services and Markets Act 2000.
agreement	this client agreement constituting the terms and conditions of us doing business with you, together with the documents cited in clause 1.5 (in each case, as the same may be amended from time to time) as well as all Trade Terms, schedules, attachments, supplements, addenda and other documents that we inform you are incorporated by reference, as amended from time-to-time.
Alchemy Prime, **we** or **us**	Alchemy Prime Limited, being the entity providing Services to you under this agreement, and as detailed in clause 3 and any successors and/or assigns.
Assets	all your cash balances, derivatives positions, investments, rights to the payment of cash or the delivery of investments or commodities and all and any other assets of yours which may at any time be represented by an entry on or standing to the credit of your Account including without limitation assets held by us or in our possession or control and assets held with or rights or claims arising in relation to or against any intermediate broker, exchange, market operator, clearing house or depositary through or with which transactions on your behalf are executed or cleared.
business day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
CFD	“contract for differences”, which is an agreement between two parties with no fixed settlement date that can be closed out by the holder for a cash settlement amount which represents the difference between the price of an underlying asset or thing agreed at the outset of the contract and its market price at the date of the settlement of the contract as determined by the issuer.
Charged Assets	the Assets referred to in clauses 19.1.2.1 to 19.1.2.5 inclusive.
Client or **you**	the person accepted by us as a customer to whom this agreement applies, and as detailed in the Client Application Form you have submitted to us.
Client Application Form	the Client Application Form (to be) completed and signed by you in accordance with this agreement.
Client Classification Information	the document referred to in clause 1.6.2 that specifies how a client is being categorised in accordance with applicable rules and legislation.
Client Money	has the meaning provided in the FCA Rules which generally means money we receive from you.
Client Money Rules	the FCA Rules that relate to Client Money.
Collateral	has the meaning provided in the FCA Rules.

Contract Value	means the total notional value of a Trade, calculated by multiplying the number of units (lots) of the underlying instrument by the current market price of that instrument, as determined by the Platform. The Contract Value represents the full economic exposure of an Open Position and is the basis upon which Margin Deposits, financing/overnight fees, and profits or losses are calculated.
Data Controller	an individual or organisation that determines the purposes for and how personal data is processed. They are responsible for establishing practices and policies in line with the Data Protection Legislation.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
Derivatives	futures, options, contracts for differences and warrants.
EEA	the European Economic Area.
Eligible Counterparty	has the meaning as provided in the FCA Rules at COBS 3.6, which for example, may include investment firms, credit institutions, insurance companies, authorised collective investment schemes, pension funds, national governments, central banks supranational institutions.
Execution Policy	the document referred to is 1.5.1 that describes our Order execution arrangements which are in place to ensure that, when executing an Order, we take all sufficient steps to obtain the best possible results for you (and as may be amended from time to time).
FCA	the Financial Conduct Authority and any successor body.
FCA Rules	the rules and guidance as set out in the FCA handbook of rules and guidance available at https://www.handbook.fca.org.uk/handbook.
Force Majeure Event	an event the occurrence of which is beyond the reasonable control of the affected party to this agreement, including but not limited to: an act of war or terrorism, epidemic, pandemic, industrial disputes, actions or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications, electronic or computer services, networks, platforms, systems or the failure of any intermediate broker, agent, custodian or sub-custodian, dealer, exchange clearing house or regulatory or self-regulatory organisation or any other event that causes a material market disruption in respect of the underlying asset or instrument.
Inactivity Fee	has the meaning ascribed to it in clause 17.10.
Intellectual Property	(i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
Key Information Document	a document containing certain essential information on one of our products or on a group of similar products, and commonly referred to as a KID.

Margin Call	an amount that we may, at our sole discretion and in line with FCA Rules and other regulatory requirements, require you to pay, in addition to the Margin Deposit, solely determined by us, in order to maintain an Open Position.
Margin Deposit	has the meaning ascribed to it in clause 11.1.
Notice	has the meaning ascribed to it in clause 29.1.
Platform	our online transaction system for processing and executing Trades relating to foreign exchange, CFD or such financial or other instruments in respect of which we may offer execution-only dealing services.
Obligations	all your costs, expenses, losses, liabilities and other obligations owed to us to make payment, deliver assets or perform any other legally binding obligation whether arising under this agreement or otherwise, and whether actual or contingent including but not limited to costs, expenses, losses, liabilities and other obligations incurred by us as a result of the performance by us of our duties or the exercise by us of our rights, powers and/or privileges hereunder.
Open Position	a contract in which you have entered into a transaction with us, and a further transaction is required to close the contract.
Order	an instruction communicated by you to us which constitutes a request for to execute a Trade on your Account.
Personal Data	recorded information we hold about you from which you can be identified. It may include, without limitation, the name, address, e-mail address, phone number, financial information, personal description and other personal information of yours.
Professional Client	has the meaning provided in the FCA Rules at COBS 3.5, which for example, may include credit institutions, investment firms, insurance companies, collective investment schemes, pension funds, commodity dealers, institutional investors.
Retail Client	has the meaning provided in the FCA Rules at COBS 3.4, and which in summary is a client who is neither a Professional Client nor an Eligible Counterparty.
Risk Disclosure Notice	the document referred in clause 1.5.2 that describes key risks trading CFDs with us (and as may be amended from time to time).
Security	the security created by clause 19.1.3.
Services	the provision of execution-only dealing services in relation to CFDs or any financial or other instruments in respect of which we may offer execution-only dealing services to you from time to time.
Trade	a transaction entered into by you under this agreement, as a result of an Order or otherwise.
Trade Terms	any and all additional terms and conditions applicable to transactions entered into by you with us and as published on the Website from time to time as applicable.
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Website	the website provided, maintained and designated by us, with the URL: https://www.alchemyprime.uk/.

APPENDIX 2– PROFESSIONAL CLIENTS

1 INTRODUCTION

1.1 The provisions set out in this Appendix 2 form an integral part of this agreement.

1.2 The additional terms set out in this Appendix 2 are only applicable clients that we have categorised as elective Professional Clients or per se Professional Clients.

1.3 Where a term or condition of this Appendix 2 conflicts with a term or condition in the body of this agreement, the term or condition in this Appendix 2 shall prevail.

1.4 References to paragraphs are to paragraphs in this Appendix 2 and reference to clauses are to the clauses in the main body of this agreement.

2 MARGIN DEPOSIT

The provisions relating Margin are varied for Professional Clients as follows:

2.1 Before accepting an Order, we will require you to pay us an amount of money in respect of any anticipated or existing Open Positions (**Margin Deposit**). The amount of the Margin Deposit required will be determined by us in our sole discretion and is calculated as a percentage of the notional value of the Contract Value. The specific margin requirements for each instrument are specified on the **Platform** and/or our **Website** and may be updated by us from time to time. You acknowledge that where Margin is based on a percentage of the Contract Value, the monetary amount of Margin required will fluctuate in accordance with the price of the underlying instrument, unless:

2.1.1 we have expressly notified you that you are allowed longer payment periods for Margin Deposits, in which case you must pay the Margin Deposits in accordance with the payment periods that we expressly advise you, provided always that any credit or other limits placed on your dealings with us are not exceeded;

2.1.2 we have expressly agreed to reduce or waive all or part of the Margin Deposit that we would otherwise require you to pay us in respect of a Trade. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing (including by email) by us in order to be effective. Any such waiver or reduction does not limit or restrict our rights to seek further Margin Deposit from you in respect of the relevant or any other Trade at any time thereafter; or

2.1.3 we have expressly has agreed otherwise (any such agreement must be made in writing (including by email) by us in order to be effective), in which case you will be required to comply with such terms as stated in such written agreement.

2.2 You have a variation Margin Deposit obligation to us to secure that at all times during which you have open Trades, you ensure that your Account balance (taking into account all realised profit or loss) is equal to at least the Margin Deposit that we require you to have paid for all of open Trades. If there is any shortfall between your Account balance (taking into account proof or loss) and the total Margin Deposit requirement, you will be required to deposit additional funds.

2.3 We may, from time to time, require you to provide money or assets to us as collateral or security for any or all of your Obligations, including the extension of credit by us to you as a Professional Client and the margining of transactions (**Collateral**).

2.4 You acknowledge and agree that, where permitted by applicable law or regulation, title to any such Collateral shall transfer to us and that we shall not, therefore, treat such Collateral as Client Money or Client Assets (as such term is understood under the Client Money Rules). You further acknowledge that in such circumstances, you will not be afforded any Client Money or Client Asset protection about such Collateral and would rank as a general creditor of Alchemy Prime in respect of such Collateral in the event of our insolvency.

2.5 In order to provide Services to you, we may request that you enter into a title transfer collateral arrangement (a **TTCA**) whereby you agree that you do not require money which is transferred by you to us to be treated as Client Money. The TTCA must be in our agreed form and signed by you.

2.6 Where paragraph 2.3 applies, your money will not be segregated by us and may be used by us during our business. You will not have a proprietary claim over such money and will rank as a general creditor of Alchemy Prime. By placing money with us under a TTCA, you agree that all money placed on your Account is done so in anticipation of a Trade and therefore have the purpose of securing or covering your present, future, actual, contingent, or prospective obligations to us. You should not place any money with us that is not for the purpose of securing or covering your present, future, actual, contingent, or prospective obligations to us.

3 AUTHORISED USERS

3.1 You shall notify us and provide us with a list of individuals who we have authority to accept instructions from in order to trade on your Account and from whom we may accept Orders from on your behalf (**Authorised Users**).

3.2 You shall immediately notify us when any new individual becomes an Authorised User, or any existing Authorised User is no longer entitled to be an Authorised User. A Notice of any such change in Authorised Users from you shall be deemed effective within one business day, provided that any such Notice will not affect any Trades already executed or Orders already placed.

3.3 You expressly agree to remain responsible and liable for any loss incurred by an Authorised User entering into any Trade or other transaction contemplated under this agreement.

3.4 Unless and until a Notice has been received and become effective pursuant to paragraph 3.2, we may continue to assume that all existing Authorised Users have the authority to execute legally binding transactions with us. Accordingly, all instructions given and accepted by an Authorised User will be deemed instructions authorised by you and binding upon you.

3.5 We may, at our discretion, impose an authorisation limit on you or one or more Authorised Users at any time. Such authorisation limit may include a limit on the number, size or value of Orders that can be submitted or remain outstanding at any time or of any or all Open Positions.

3.6 You confirm and accept the following:

3.6.1 all transactions through the Platform on your behalf must be completed using the logins and passwords allocated to you by us, and valid entry of such a login and password will constitute an authorisation by you to complete any resulting Trade irrespective of whether or not an Authorised User enters the login and password;

3.6.2 you will keep the logins and passwords secure and confidential;

3.6.3 you will ensure that each Authorised User to whom a login and password are provided will keep them safe and confidential;

3.6.4 you will notify us immediately if you have any reason to believe that a login or password allocated to you has not been kept secure and confidential; and

3.6.5 you will ensure that no unauthorised person can use the logins and passwords. As part of this obligation, you will ensure that you and each Authorised User log off after using the Platform.

3.7 You acknowledge and agrees that we may disclose Personal Data relating to you or an Authorised User (including, without limitation, the name of the client or Authorised User and other personal and financial information relating to the client or Authorised User) where the processing is essential for the performance of this agreement to our employees, representatives, officers, agents, subcontractors, service providers, affiliates, subsidiaries, and parent companies. In other cases, disclosing Personal Data to governmental agencies, entities, or bodies (including, without limitation,

the FCA), regulatory or self-regulatory authorities to protect your interests or to comply with the applicable law and regulation may be necessary.

4 LIMITS

4.1 You acknowledge and agree that:

4.1.1 we may grant you a "**Limit**". A Limit is a pre-agreed amount of the relevant currency set by us in our sole and absolute discretion that can be used to offset against the value of any Open Positions or unsettled Trades;

4.1.2 we may set your Limit at its sole and absolute discretion;

4.1.3 if the negative mark-to-market value of an Open Position is approaching or has exceeded your Limit, we reserve the right to Margin Call you in an amount entirely at our discretion; and

4.1.4 at any time, we may immediately reduce, vary or withdraw any Limit set by us.

4.2 You acknowledge that if we act on an instruction which would result in your Limit being exceeded:

4.2.1 we are not obliged to advise you that your Limit will be exceeded;

4.2.2 you will continue to be responsible and liable to us for all amounts, including those that exceed your Limit; and

4.2.3 we are not obliged to act upon any subsequent instruction where we reasonably consider your Limit might be exceeded.