



---

# Client Agreement

Eightcap Group Ltd

A faint, light gray diamond shape is visible in the bottom left corner of the page, partially overlapping the white background.

## Table of Contents

<i>Table of Contents</i> .....	1
1. <b>INTRODUCTION</b> .....	2
2. <b>SERVICES</b> .....	3
3. <b>PRICES</b> .....	3
4. <b>ORDERS, TRANSACTIONS AND OPEN POSITIONS</b> .....	4
5. <b>ONLINE FACILITY</b> .....	5
6. <b>TRANSACTION CONFIRMATIONS AND ACCOUNT STATEMENTS</b> .....	8
7. <b>CONSENT TO ELECTRONIC COMMUNICATION</b> .....	9
8. <b>MARGIN</b> .....	9
9. <b>SETTLEMENT DATE, ROLLOVER AND OFFSET INSTRUCTIONS</b> .....	10
10. <b>CLIENT MONEY</b> .....	11
11. <b>TOTAL TITLE TRANSFER COLLATERAL ARRANGEMENTS</b> .....	11
12. <b>PROFITS, LOSSES AND INTEREST CHARGES ON OPEN POSITIONS</b> .....	12
13. <b>FEES AND CHARGES</b> .....	12
14. <b>CONFLICTS OF INTEREST</b> .....	13
15. <b>15. LIABILITY AND LOSSES</b> .....	13
16. <b>RISK WARNING</b> .....	14
17. <b>REPRESENTATIONS AND WARRANTIES</b> .....	15
18. <b>COVENANTS</b> .....	15
19. <b>CONFIDENTIALITY AND DATA PROTECTION</b> .....	16
20. <b>DEFAULT AND NETTING</b> .....	19
20.1 <i>The following will be construed as Events of Default if at any time:</i> .....	19
21. <b>INTELLECTUAL PROPERTY RIGHTS</b> .....	20
22. <b>LINKS</b> .....	21
23. <b>TERMINATION</b> .....	21
24. <b>NOTICES</b> .....	22
25. <b>25. COMPLAINTS</b> .....	22
26. <b>SELF EXCLUSION</b> .....	22
27. <b>GENERAL</b> .....	23
28. <b>GOVERNING LAW AND JURISDICTION</b> .....	23

**Please read this agreement carefully.** The Client Agreement sets out the legally binding terms and conditions under which Eightcap Group Ltd provides services to you.

*We provide services relating to trading complex derivative financial products. CFD trading carries a high degree of risk to your capital. The price of the contract you make with us may change quickly and you may lose the entirety of your investment/deposit. If we categorise you as a “professional client” then your investment losses (and therefore your liabilities to us) may exceed the value of your investment. If we categorise you as a “retail client” then your investment losses will be capped at the value of your investment (though you may still have liabilities to us under the terms of this agreement).*

*If you do not hold sufficient funds to meet your margin requirements, then we may close your open positions immediately and without notice. Please read our Risk Warning Notice carefully to understand the risks of trading on a margin or leverage basis. Trading in these products is not suitable for everyone and you should not trade our products unless you understand and accept the risks of margin trading and are able to withstand sustaining significant losses including all deposited funds.*

## 1. INTRODUCTION

- 1.1 Eightcap Group Ltd (company number 12448314) registered office at 40 Gracechurch Street, London, EC3V 0BT (**Eightcap, we, us or our**) provides online trading services subject to the following terms and conditions set out in the Client Agreement (the Agreement).
- 1.2 We are authorised and regulated by the Financial Conduct Authority (**FCA**) to conduct designated investment business in the UK (FCA Firm Reference Number 921296). The address of the FCA is 12 Endeavour Square, London, E20 1JN.
- 1.3 We will treat you as a retail client (Retail Client) for the purposes of the rules and guidance issued by the FCA from time to time (FCA Rules) unless we notify you that you are to be classified as a professional client (**Professional Client**) or an eligible counterparty (**Eligible Counterparty**) for the purposes of FCA Rules. You have the right to request a different client categorisation, but we are not obliged to re-categorise you. If we do re-categorise you, we will inform you of any associated loss of client protections.
- 1.4 Your electronic acceptance of the terms and conditions of this Agreement and/or your use or continued use of our services will be taken as your consent to be legally bound by this Agreement.
- 1.5 This Agreement supersedes any previous agreement, arrangement or understanding, whether written or oral, between us as to the basis on which we provide services to you. We may vary or amend the Agreement at any time by giving you written notice. Any variation or amendment will be effective on the date specified in our notice or, if no date is specified; immediately. Notice will be given via email, the Client Portal or by displaying the changes on our website. Our services are provided subject to any disclosures or disclaimers found in this Agreement or within the website, online trading platform and Client Portal (collectively, the “Online Facility”).
- 1.6 A current and definitive copy of this Agreement (as amended from time to time) is

available on our website on the legal documents page.

- 1.7 You undertake (which is a type of contractually binding promise) to notify us immediately of any changes to any information you have provided, or that you will provide, to us in connection with this Agreement (including in relation to the Account Opening Form).
- 1.8 We will communicate with you in English and all transactions you enter into with or through us will be concluded in English. Any other language version of this Agreement that you may receive has been translated for convenience only and does not constitute a legal document.
- 1.9 In this Agreement we have used defined words and terms in order to make it easier to read and understand. Defined words and terms appear in bold between brackets when they are first used. Unless the context requires otherwise, all other uses of a defined word or term will have the same meaning.

## 2. SERVICES

- 2.1 We offer a non-advisory, execution-only service to you in relation to transactions in contracts for differences (CFDs) where the underlying investments or products may include foreign exchange contracts, various indices, commodities, equities, and any other financial products that we may offer through the Online Facility from time to time (collectively "Products").
- 2.2 We will not give you any investment advice, including advising on the merits of any transaction entered into by you, nor will we manage or monitor any open positions you may have in the Products. You acknowledge that our execution of any order on your behalf does not in any way imply that we have endorsed or recommended that transaction or Product. We are authorised to execute all or any of your orders to buy or sell Products and you acknowledge and agree that we will act as principal and not as agent.
- 2.3 Unless we have otherwise agreed in advance in writing that you will be represented by a third-party, you will enter into each transaction as principal and not as agent on behalf of someone else. We will be responsible to you alone and will have no duties or obligations to any of your underlying principals or customers. You acknowledge that you alone are responsible for the performance of your obligations to us.
- 2.4 All transactions we enter into with you or on your behalf will be placed and executed generally in accordance with the terms of our Order Execution Policy (as amended from time to time). Our Order Execution Policy is not part of this Agreement, nor is it intended to be contractually binding and does not impose or seek to impose any obligations on us which we would not otherwise have whether under this Agreement or FCA Rules.
- 2.5 We reserve the right to modify, suspend or discontinue, temporarily or permanently, all or any of our dealing services (in whole or in part) with or without notice. You agree that we will not be responsible or liable to you or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of any of our dealing services.

## 3. PRICES

- 3.1 We will provide you with "bid" and "offer" prices in respect of each of the Products

offered through the Online Facility or, in case of emergency only, by telephone on the number on our website. We may also charge you a commission on each transaction which will be notified of through the Online Facility.

- 3.2 Each price published through the Online Facility will be valid until the earlier of its expiration time and the time, if any, at which it is otherwise cancelled or withdrawn by us.
- 3.3 You acknowledge that the prices and maximum amounts we may offer to you may differ from prices and maximum amounts provided to our other clients and may be withdrawn or changed without notice. We may at our absolute discretion and without prior notice to you immediately alter, withdraw or refuse to deal on any price we may have published or cease the provision of prices altogether in some or all Products and for some or all delivery or settlement dates at any time.

#### **4. ORDERS, TRANSACTIONS AND OPEN POSITIONS**

- 4.1 Unless otherwise agreed by us all orders must be given to us electronically through the Online Facility (although we may in an emergency and at our absolute discretion accept instructions by telephone).
- 4.2 We may at our absolute discretion require confirmation of any order in such form as we may specify (including in writing).
- 4.3 An order given to us by you, or on your behalf, will not take effect until actually received and accepted by us. An order once received by us cannot be rescinded, withdrawn or amended without our express consent.
- 4.4 We will be entitled to act on your behalf upon any order or instruction we reasonably believe to have been given or purporting to be given by you or any other person on your behalf without further enquiry as to the authenticity of the order or the instruction or the authority or identity of any such person giving or purporting to give such order or instruction.
- 4.5 We may, at our discretion refuse to accept any order from you in whole or in part or following receipt of your order refuse to act on it but should we do so we will use our reasonable endeavors to notify you of any such refusal, with or without giving any reasons. In addition, an order which, for any reason, is not received by us in a manner in which it can be processed, including a failure of the Online Facility to accept or process such instruction, will be deemed not to have been received by us.
- 4.6 The execution of an order by us will constitute a binding agreement between us on the terms of such executed order.
- 4.7 The procedure for entering orders is specified on the Online Facility.
- 4.8 You acknowledge that following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and, subject to clause 12.3 if you are a Retail Client, we accept no responsibility or liability to you for loss suffered (or alleged to be suffered) as a result of any failure by you to do so.
- 4.9 We may, at our absolute discretion, require you to limit the number of orders you may give us or the number or value of open positions which you may have at any time and/or only allow you to enter into closing transactions or we may close out any

one or more positions or reverse transactions in order to ensure that any limits we may have imposed to the number of positions you have are maintained.

- 4.10 Should quoting and/or execution errors occur due to a typographical error or other obvious mistake in a quote or indication, we will not be responsible or liable to you for the resulting errors in your account balances. In the event of a quoting and/or execution error, we reserve the right to cancel orders, reverse transactions, close positions and make any necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors will be resolved by us at our absolute discretion, taking into account any relevant information including, without limitation, the state of the underlying market prices at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices.
- 4.11 If any regulated market, central clearing counterparty, multilateral trading facility or other type of trading platform (each a "Market") (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a transaction, or becomes insolvent or is suspended from operating, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or event or to mitigate any loss incurred as a result of such action or event. Any such action will be binding on you. If a Market or regulatory body makes an enquiry in respect of any of your transactions, you agree to co-operate with us and to promptly supply information requested by us.
- 4.12 You acknowledge and agree that:
- it is your responsibility to closely monitor the status of any open position;
  - subject to clause 12.2 if you are a Retail Client, we are under no obligation to monitor, or to advise you of the status of, your account, open positions or transactions; and
  - subject to clause 12.2 if you are a Retail Client, we have no obligation to take any action regarding your account, open positions, or transactions except where we are bound to do so in accordance with your instructions.

## 5. ONLINE FACILITY

- 5.1 To use our Online Facility, you will need to use a username and password (Access Code). The use of your Access Code will be deemed by us to be use of the Online Facility by you or someone with your knowledge and consent.
- 5.2 In relation to the Access Code, you acknowledge and undertake that:
- you will be responsible for the confidentiality and use of your Access Code;
  - you will not disclose your Access Code to other persons for any purpose whatsoever;
  - without limiting the generality of clause 4, we may rely on all instructions, orders and other communications entered using your Access Code, and you will be bound by any resulting transaction entered into or expense incurred on your behalf; and
  - you will immediately notify us if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your Access Code.
- 5.3 You acknowledge that the Online Facility is provided for use only by you or by others you have permitted to use the Online Facility on your behalf with our written consent.
- 5.4 If you tell us or we believe that your Access Code is being used without your

- knowledge by unauthorised persons or has been disclosed by you to other persons without our consent, we may without prior notice suspend or terminate your right to use the Online Facility.
- 5.5 We will not be responsible or liable to you for any loss, liability or cost whatsoever arising from any unauthorised use of your Access Code or the Online Facility. You will remain responsible for and on demand indemnify, protect and hold us harmless from and against (i.e. you will be responsible for and reimburse us on demand for) all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Online Facility by using your Access Code, whether or not you authorised such use.
  - 5.6 We may at our absolute discretion introduce and require additional levels of user identification and security. We may change our security procedures at any time and will provide you with written notice of the same.
  - 5.7 The Online Facility will normally be available twenty-four (24) hours a day, Monday to Friday (London time). Further details on operating times are available on the Online Facility that apply to your access.
  - 5.8 You will be solely responsible for providing and maintaining any equipment you use to access the Online Facility and for making all appropriate arrangements with any telecommunications suppliers or, where access to the Online Facility is provided through a third party server, any such third party, necessary in order to obtain access to the Online Facility. Neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with, the Online Facility (Service Providers) make any representation or warranty as to the availability, utility, suitability or otherwise of the Online Facility or any such equipment or arrangements (i.e. neither we nor any third parties that we use are responsible or liable to you for the same). Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, we will not be responsible for communication failures, distortions or delays when you are accessing the Online Facility via the internet.
  - 5.9 For the avoidance of doubt, we will have no responsibility or liability to you, subject to clause 12.3 if you are a Retail Client for losses or expenses or anything similar which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You will be responsible for all orders entered on your behalf via the Online Facility and you will be fully responsible and, subject to clause 12.3 if you are a Retail Client, liable to us for the settlement of any transaction arising from such use. You acknowledge that access to the Online Facility may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to the Online Facility for this reason.
  - 5.10 We will have no responsibility or liability to you in the event that any viruses or similar are introduced into your equipment or systems via the Online Facility or any software provided by us to you in order to enable you to use the Online Facility, provided that we have taken reasonable steps to prevent any such introduction.
  - 5.11 You will ensure that no computer viruses or similar are introduced into our computer

system or network and you will be responsible for and will indemnify us on demand, protect and hold us harmless for any loss that we suffer arising as a result of any such introduction.

- 5.12 We will not be responsible or liable to you for any act taken by or on the instruction of a Market, clearing house or regulatory body.
- 5.13 Internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on the Online Facility do not accurately reflect the then prevailing market rates. In the event of such delays and errors, we reserve the right to cancel orders, reverse transactions, close positions and make any necessary corrections or adjustments on the account involved.
- 5.14 You will not use, or allow the use of, the Online Facility:
- in contravention of any laws (in any jurisdiction), regulations, FCA Rules (including rules on market abuse) or any regulation or guidance of any other regulatory authorities to which you or we may be subject;
  - in any way (including, without limitation, posting information on the Online Facility where this facility is available) which is defamatory, obscene, abusive, indecent or menacing or which infringes any intellectual property rights or breaches obligations of confidence or which is otherwise illegal or unlawful;
  - to introduce a software virus or other disruptive program or do any act which would cause the Online Facility damage or to become unavailable for use by others;
  - to solicit or encourage other internet websites to frame or hypertext link direct to the Online Facility without our prior written consent; or
  - in any way which is not authorised by us or is otherwise in breach of this Agreement.
- 5.15 We do not permit the use of the Online Facility for unfair arbitrage activity, latency, or any other type of toxic trading or otherwise taking advantage of internet delays, using any other 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 Product or the underlying product or value) which could adversely impact on fair and orderly trading on the Online Facility.
- 5.16 We regularly publish on the Online Facility system updates, features available to clients as well as information, declarations and warnings related to our services. We may also send this information via email. You undertake to read any such communications on publication or receipt and regularly familiarise yourself with this information.
- 5.17 You will be responsible for obtaining and using a suitable device, mechanism, or system (Device) to enable you, and those whom you allow to use the Online Facility on your behalf, to use the Online Facility and you will be responsible for the installation and proper use of any virus detection/scanning program required.
- 5.18 When using the Online Facility you must:
- 5.18.1 ensure that your Device is maintained in good order and is suitable for use with the Online Facility;
- run such tests and provide such information to us as we will reasonably consider necessary to establish that your Device satisfies the requirements notified by us to you from time to time;
  - carry out virus checks on a regular basis;



- inform us immediately of any unauthorised access to the Online Facility or any unauthorised transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
- not at any time leave unattended the Device from which you have accessed the Online Facility or let anyone else use the Device until you have logged off the Online Facility.

- 5.19 In the event you become aware of a material defect, malfunction or virus in any Device through which you access the Online Facility, or in the Online Facility itself, you will immediately notify us of such defect, malfunction or virus and cease all use of the Online Facility until you have received permission from us to resume use.
- 5.20 All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Online Facility remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Online Facility or any part or parts thereof unless expressly permitted by us in writing; reverse compile or disassemble the Online Facility; nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Online Facility made on your behalf in accordance with law are subject to the terms and conditions of this Agreement. You will ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on any copies. You will maintain an up-to-date written record of the number of copies of the Online Facility made by you. If we so request, you will as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Online Facility. In the event that you receive any data, information or software via the Online Facility other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 5.21 We may suspend or permanently withdraw the Online Facility, on giving you reasonable written notice.
- 5.22 We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Online Facility, or any part thereof, without notice, where we consider it necessary or advisable to do so, in our discretion and in good faith. We may choose to do so, for example, in the event of your non-compliance with an applicable law or regulation or your breach of any provisions of this Agreement.

## **6. TRANSACTION CONFIRMATIONS AND ACCOUNT STATEMENTS**

- 6.1 Following the execution of an order for your account, we will confirm that transaction via the Online Facility (Confirmation) on or before the next business day after the execution but failure to do so will not affect the validity of the transaction.
- 6.2 We will post details of your positions and account activity via the Online Facility or via email on the first day of each month for the previous month's activity. Account information may include Confirmations, statements of profits and losses and any other information required to be provided by the FCA Rules (together Account Information). Posting of Account Information via the Online Facility or via email will

be deemed delivery of Confirmations and account statements. We may at our absolute discretion withdraw or amend any Account Information at any time. You agree that we are under no obligation to provide Confirmations in hard copy. The Account Information posted via the Online Facility or via email (save if manifestly incorrect) will be conclusive evidence of your transactions and will be binding on you if not objected to immediately upon receipt with such objection confirmed in writing (including email or similar electronic mail) and (in any event) no later than one (1) business day after the Account Information is posted via the Online Facility or via email.

## **7. CONSENT TO ELECTRONIC COMMUNICATION**

7.1 You consent to communications being made via electronic media. Communications sent through the Online Facility or by electronic media will be treated as satisfying any legal requirement that a communication should be signed and in writing, to the extent permitted by applicable law.

## **8. MARGIN**

8.1 You will provide to us and maintain with us such amount of money in respect of and as security for your actual, future and contingent or potential liabilities to us (Liabilities) in such amounts and in such forms as we, at our absolute discretion, may require (Margin). Subject to the provisions of clause 8.2 in respect of Retail Clients, we may change our Margin requirements at any time.

8.2 If you are a Retail Client entering into CFD transactions, we will always require you to provide Margin of at least the amounts set out in the Schedule to this Agreement (which may be updated from time to time) depending on the type of underlying product (Minimum Initial Margin Requirement).

8.3 We will, at our absolute discretion but subject to the foregoing as applicable, determine the amount of Margin you need to deposit with us in order to enter into a transaction and maintain the position (Margin Requirement). When you enter into a transaction you must have enough money on your trading account with us to satisfy the Margin Requirement for all open positions.

8.4 Any requirement for Margin must be satisfied in such currency and within such time as may be specified by us (in our absolute discretion) or, if none is specified, immediately. One Margin demand does not preclude another. Margin will be provided in the form of cash by electronic transfer.

8.5 If there is a significant market movement against you, you may, subject to the provisions of clause 12.3 if you are a Retail Client, sustain a loss. If you a Professional Client or an Eligible Counterparty and there is a significant market movement against you, the value of the loss that you suffer may be greater than the value of your investment. Subject to clause 12.3 if you are a Retail Client, you are responsible for all losses on your trading account. While we will require you to post Margin (which, if you are a Retail Client, will never be lower than the applicable Minimum Initial Margin Requirement) it is your responsibility to determine whether the level of Margin is suitable for you when entering into a transaction.

8.6 Without limiting the generality of the previous clause, from time to time price fluctuations in the underlying property, product or value may be so rapid, or market

conditions may otherwise change so rapidly or fundamentally, that your position will be liquidated automatically before we have a chance to reset a Margin Requirement. Similarly, even where we do reset a Margin Requirement, you may not have an opportunity to meet the revised Margin Requirement before your open positions are liquidated automatically.

- 8.7 The Margin Requirement we determine for you may be different from the Margin Requirement that we set for other clients or groups of clients.
- 8.8 You authorise us to convert funds in your trading account for Margin into and from such foreign currency at a rate of exchange determined by us on the basis of the then prevailing money market rates. In such circumstances we will not, subject to clause 12.3 if you are a Retail Client, be liable to you for any loss suffered by you as a result of such action (although, we will use reasonable endeavors only to convert such funds as may prudently be required to cover Liabilities in respect of relevant transactions).
- 8.9 You are responsible for maintaining appropriate arrangements with us at all times for the receipt and communication of information regarding Margin. If you fail to provide Margin to us in the required time, we may automatically close out your open positions and we will be entitled to exercise our rights in accordance with clause 20 below.
- 8.10 Unless otherwise agreed by us, you charge to us all Margin provided by you to us under the Agreement as a continuing security for your Liabilities under or pursuant to the Agreement (including under every transaction from time to time governed by the Agreement).
- 8.11 You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over, be registered as owner of or obtain legal title to the Margin, secure further the Liabilities and/or enable us to exercise our rights.
- 8.12 If this Agreement terminates, we will not be obliged to repay any cash margin to the extent that you owe, or may owe, Liabilities to us. In determining the amounts of cash margin, your Liabilities, and our obligations to you, we may apply such methodology (including judgements as to the future movement of markets and values) as we consider appropriate, consistent with applicable law.

## **9. SETTLEMENT DATE, ROLLOVER AND OFFSET INSTRUCTIONS**

- 9.1 All positions held at the end of each business day may be subject to automatic rollover. We may charge you a fee in respect of each such position that is rolled over. The fees that we charge will be published on the Online Facility.
- 9.2 In the absence of clear and timely instructions from you, you agree that in order to protect your interests and ours we are authorised, at our absolute discretion and at your expense, at the end of each business day, to close any open position, rollover or offset all or any open position(s), enter into offsetting transactions or to make or receive delivery on your behalf upon such terms and by such methods as we may deem reasonable in the circumstances.
- 9.3 For the avoidance of doubt, we will not arrange delivery of any applicable underlying investment or product which is linked to any Product (including any foreign currency) accordingly, open positions (where applicable) will be closed and the resulting profit

or loss credited or debited to your account with us.

## **10. CLIENT MONEY**

- 10.1 Subject to clause 11, any cash received by us from you will be held in an account with us or with a bank approved by us and will be segregated from our own funds in accordance with the FCA Rules on “client money” (as defined in the FCA Rules) (Client Money). Unless otherwise agreed in writing between us, your funds may be pooled with the funds of other clients in a general omnibus account.
- 10.2 We will not pay interest to you on any of your money that we hold and by entering into this Agreement you acknowledge that you waive any entitlement to interest on such money under the FCA Rules or otherwise.
- 10.3 We may hold funds you pay to us with banks located outside the United Kingdom. The legal and regulatory regime applying to any such bank will be different from that of the United Kingdom and in the event of the insolvency or any other equivalent failure of the bank, your money may be treated differently from the treatment which would apply if the money was held in the United Kingdom. We will not be responsible or liable to you for the solvency, acts or omissions of any bank or other third party holding money under this clause 10.
- 10.4 We are authorised to convert money in your account (including for Margin) into and from such foreign currency at a rate of exchange determined by us on the basis of the then prevailing money market rates. In such circumstances, we will not, subject to clause 12.3 if you are a Retail Client, be responsible or liable to you for any loss suffered by you as a result of such action (although, we will use reasonable endeavors to only convert such funds as may prudently be required to cover Liabilities in respect of relevant transactions).
- 10.5 Where any obligations owing to us from you are due and payable to us, we may cease to treat as Client Money so much of the money held on your behalf as equals the amount of those obligations in accordance with the FCA Rules relating to Client Money. You agree that we may apply that money in or towards satisfaction of all or part of those obligations due and payable to us. For the purposes of this clause 10, any such obligations become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.
- 10.6 You agree that we will be entitled to apply money you hold with us in or towards satisfaction of all or any part of any Liabilities which are due and payable.
- 10.7 You agree that we may cease to treat your money as Client Money if there has been no movement on your balance for at least six years. We will write to you at your last known address informing you of our intention of no longer treating your balance as Client Money and giving you 28-days to make a claim.

## **11. TOTAL TITLE TRANSFER COLLATERAL ARRANGEMENTS**

- 11.1 This clause will only apply to you if we have notified you that we will treat you as a Professional Client or as an Eligible Counterparty and also that the terms of this clause will apply to you for all or any of your use of our services.
- 11.2 You will transfer to us absolute title to any funds transferred to us (including Margin) as required by us for the purpose of securing or covering your present or future, actual or contingent or prospective obligations to us (Title Transfer Funds). Any such

Title Transfer Funds so transferred to us will be transferred free and clear of any lien, pledge, claim, charge, encumbrance or other security interest whatsoever. As a result, we will not be required to hold such Title Transfer Funds in accordance with the FCA Rules on Client Money. Consequently, we will not owe any fiduciary duties to you in respect of such Title Transfer Funds. Upon transfer to us, Title Transfer Funds will become our absolute property and you will not retain any equity, right, title or interest in such Title Transfer Funds.

- 11.3 Subject to our rights under this Agreement and each transaction, we will have a contractual obligation to repay you an amount of money equivalent to the Title Transfer Funds to which you may be entitled (or in our absolute discretion assets to the value thereof) when it is no longer necessary for us to hold the Title Transfer Funds. Our repayment obligations will be reduced to the extent that (i) we are entitled to apply such money, or set-off its repayment obligation, against any of your obligations to us, whether under any transaction, this Agreement or otherwise; and/or (ii) any Market, intermediate broker, bank or other third party to whom we have transferred money as Margin in relation to transactions, fails (whether as a result of insolvency or otherwise) to return an equivalent amount of money to us. Unless we agree otherwise in writing, you will not be entitled to receive interest on Title Transfer Funds.
- 11.4 We will not be liable to you for the loss of any Title Transfer Funds which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of creditors of any bank, another broker, market, clearing organisation, or similar entity.
- 11.5 You may request a cancellation of the Title Transfer Funds arrangements in which case we may terminate the Agreement and an amount of money (or in our absolute discretion assets to the value thereof) equivalent to the Title Transfer Funds due to you will be returned to you.

## **12. PROFITS, LOSSES AND INTEREST CHARGES ON OPEN POSITIONS**

- 12.1 For any open position held by you, we will, subject to the below, from time to time credit your account with profits, or debit your account for losses, interest and fees incurred as described on the Online Facility.
- 12.2 If you are a Retail Client, we will close (on terms most favourable to you) any open CFD position when the sum of the funds in your CFD trading account and the unrealised net profits of all open CFDs connected to your CFD trading account falls to less than half of the relevant Minimum Initial Margin Requirements for all those open CFDs.
- 12.3 If you are a Retail Client, your aggregate liability for all CFDs connected to your CFD trading account with us is limited to the funds in your CFD trading account.

## **13. FEES AND CHARGES**

- 13.1 You will pay to us such fees and charges at such rates as published on the Online Facility or as otherwise notified by us to you from time to time. These will include transaction charges, interest and charges in respect of automatic rollover of your positions pursuant to clause 9.1. In addition to this you will be responsible for the payment of any other charges that we have notified to you that may be incurred as a

result of the provision of our services to you.

- 13.2 You acknowledge and agree that we may make or receive a fee, commission or non-monetary benefit to or from any other person in connection with our service to you. If this applies to you we will provide you with separate written information regarding such fee, commission or non-monetary benefit.
- 13.3 All fees and charges will be regarded as being due and payable immediately. Any sums due to us may be debited by us from your account(s) with us. In the event of late payment by you, overdue amounts will bear interest at a rate that we will reasonably determine as notified to you in the Account Information.
- 13.4 You agree to pay a transfer fee, as determined by us and made available on the Online Facility in the event that on termination of the Agreement you instruct us to transfer cash relating to your account to another institution.
- 13.5 For the purposes of any calculation hereunder, we may convert amounts denominated in any currency into such other currency as we may from time to time specify, at such rate prevailing at the time of the calculation as we will reasonably select.
- 13.6 If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will be responsible for and indemnify us on demand and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.
- 13.7 Unless otherwise agreed in writing, you will be responsible for the payment of any brokerage fees, clearing fees, exchange house fees, transfer fees, registration fees, stamp duty and any other applicable taxes, and all other liabilities, charges, costs and expenses payable in connection with transactions effected or services provided by us on your behalf.
- 13.8 All amounts (including without limitation all fees and charges) payable by you will be due on demand without set off, counterclaim or deduction.

## **14. CONFLICTS OF INTEREST**

- 14.1 You should be aware that when we enter into a transaction with or for you, we or our directors, officers, employees, agents and affiliated entities or Service Providers (together Associates) may have an interest, relationship or arrangement that is material in relation to the transaction concerned. Should such a conflict of interest arise we will seek to resolve such conflict in such a way as we believe is in your best interests in accordance with our conflicts of interest policy (as amended from time to time) (Conflicts of Interest Policy).
- 14.2 A summary of our Conflicts of Interest Policy is available on our website. Our Conflicts of Interest Policy does not form part of the Agreement and is not intended to be contractually binding or to impose any obligations on us which we would not otherwise have whether under this Agreement or the FCA Rules.

## **15. LIABILITY AND LOSSES**

- 15.1 Subject to clause 12.3 if you are a Retail Client, you will be responsible or liable on our written demand for all direct losses, damage, costs and expenses (Direct Losses)

and all indirect losses, damage, costs and expenses and other similar liabilities (such as the loss of an opportunity to gain) (Indirect Losses) incurred by us or any of our Associates as a consequence of your use of our services (including the Online Facility) or your breach of any of the terms of this Agreement. However, you will not be responsible or liable to us for any Direct Losses or Indirect Losses (together Losses) incurred by us to the extent that they are caused by our negligence, willful default or fraud.

- 15.2 Neither we nor any Associates accept any responsibility or liability to you in any circumstances for any Indirect Losses that you may incur.
- 15.3 We will carry out our duties pursuant to the Agreement with reasonable skill, care and diligence and in accordance with the instructions and authority you have given us. As long as we do this and subject to clause 12.3 if you are a Retail Client, neither we nor any Associates accept any responsibility or liability for your Losses which arise from the provision of our services to you or otherwise pursuant to the Agreement. However, we will be responsible or liable you for any Direct Losses you incur because we have not carried out our duties pursuant to the Agreement with reasonable skill, care and diligence or in accordance with the instructions and authority you have given us, or to the extent such Direct Losses are caused by our willful default or fraud.
- 15.4 Without limiting the general scope of the previous sub-clauses, neither we nor any Associates will be responsible or liable to you for any Losses incurred by you arising out of, or in connection with your use of any data or information obtained, downloaded or supplied in relation thereto, including (without limitation) any loss of, or delay in the transmission of, instructions or the inability to make instructions or access the Online Facility whether due to breakdown or failure of communication facilities or otherwise.
- 15.5 Without limiting the general scope of the previous sub-clauses, we will exercise reasonable care in our choice of nominees or agents and we will monitor their continuing suitability. As long as we do this and subject to clause 12.3 if you are a Retail Client, neither we nor any of our Associates will be responsible or liable to you for any Losses incurred by you arising from any act or omission of any nominees or agents.
- 15.6 You are responsible for the tax implications or treatment of transactions entered into by you pursuant to the Agreement.
- 15.7 If you hold an account with us with another person(s) (in the case of joint account holders) the responsibilities or liabilities to us of each such person will be joint and several (i.e. we can hold any one or group of you solely responsible or liable to us, or we can hold all of you, as a group, responsible or liable to us ) and we may act upon orders and instructions received from any one person (unless you notify us in writing to the contrary) who is, or who appears to us to be, such a person.
- 15.8 Nothing in the Agreement will exclude or restrict our responsibility or liability to you in respect of a breach by us or any of our Associates under the regulatory system (as defined in the FCA Rules or as otherwise may be prohibited by law).

## 16. RISK WARNING

- 16.1 You must read the Risk Notice on our website carefully before using our services. If

you do not understand any of the information in the Risk Notice, contact your customer representative or seek independent advice.

- 16.2 Trading in financial instruments involves substantial risk and is not suitable for everyone. If you are a Professional Client or an Eligible Counterparty, your aggregate liability in connection with your trading account with us is unlimited. If you are a Retail Client your aggregate liability for all CFDs connected to your CFD trading account with us is limited to the funds in your CFD trading account.

## 17. REPRESENTATIONS AND WARRANTIES

- 17.1 You represent and warrant to us (i.e. you are making statements and promises on which we will rely when we provide services to you and you therefore need to make sure that they are accurate as you will be responsible and liable to us if they are not) that:
- if you are an individual, you are at least 18 years of age, of sound mind and have the legal capacity to enter into a legally binding agreement with us;
  - if you are a corporation, you are duly incorporated and validly existing under the laws of the country of your incorporation and that you have approved the opening of an account with us by a board resolution certified by the corporation's officers;
  - no person other than you has or will have an interest in your account(s);
  - the Agreement, each transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
  - except as otherwise agreed by us, you are the sole beneficial owner (i.e. no one else has any kind of legal ownership rights) of all Margin or money you transfer under this Agreement, free and clear of any security interest (i.e. you have not given some form of rights to the money to someone else);
  - regardless of any subsequent determination to the contrary, trading in the Products is suitable for you and that you are aware of the risks involved with such transactions
  - you have all authority, powers, consents, licenses and authorisations required by you to enter into this Agreement, to perform your obligations under this Agreement and to receive services from us; and
  - the information disclosed to us in the Account Opening Form (including any financial information) is true, accurate and complete in all material respects (save for any change to such information notified to us in writing).
  - Each representation and warranty under clause 17.1 will be deemed repeated on each occasion you place an order or enter into a transaction with or through us.

## 18. COVENANTS

- 18.1 You covenant to us (i.e. you make a contractually binding promise to us that you will do things on which we will rely when we provide services to you and you therefore need to make sure that you keep those promises as you will be responsible and liable to us if you do not) that:
- you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in clause 17;



- in accordance with our regulatory obligations, including under AML legislation, you are willing and able, upon request, to provide us with information in respect of your financial position, trading, domicile or other matters as requested;
- you will promptly notify us of the occurrence of any bankruptcy or insolvency event or anything similar;
- you will:
  - comply with all applicable law in relation to the Agreement and any transaction, so far as they are applicable to you; and
  - use all reasonable steps to comply with all applicable law and regulations in relation to the Agreement and each transaction, where such applicable law and regulations do not apply to you but your cooperation is needed to help us comply with our obligations;
- you will not send orders or otherwise take any action that could create a false impression of the demand for or value of a Product, or send orders which you have reason to believe are in breach of applicable law or regulations. You will observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position; and
- upon demand, you will provide us with such information as we may reasonably require in evidence of the matters referred to in this clause.

## 19. CONFIDENTIALITY AND DATA PROTECTION

- 19.1 We may obtain information, including Personal Data (as defined in clause 19.2 below), from you during the course of our relationship with you and we will process (as defined in clause 19.2 below) such Personal Data as a Controller (as defined in clause 19.2 below).
- 19.2 For the purposes of this Agreement:
- “Personal Data” means any information relating to an identified or identifiable natural person, namely one who can be identified, directly or indirectly from that information alone or in conjunction with other information;
  - “Controller” has the meaning as set out in the UK General Data Protection Regulation (UK GDPR); and
  - “Process” has the meaning set out in the UK GDPR.
- 19.3 This clause 19 describes some of the key issues in relation to how we process Personal Data, which you should be aware of. Please note that this description is not comprehensive and our Privacy Notice contains additional information.
- 19.4 We (and our Associates where required) will process your Personal Data only in accordance with the Agreement, our Privacy Policy and our obligations under all applicable data protection laws including the UK GDPR, read in conjunction with, and subject to, any national implementing law, regulations and secondary legislation including the Data Protection Act 2018, in each case as in force from time to time (Applicable Data Protection Law).
- 19.5 Where you are a Controller, in your own right, of Personal Data transferred or provided to us by you, then you will comply with Applicable Data Protection Law and will not perform any obligations in such a way so as to cause us to be in breach of Applicable Data Protection Law. Furthermore, you will make all relevant individuals aware that their Personal Data will be shared with us for the purposes of this

Agreement and of the ways in which they can using the contact details on our website: [www.eightcap.com/uk](http://www.eightcap.com/uk). If you and we are ever deemed to be joint controllers of any Personal Data under the Agreement, each of us will, (pursuant to the applicable obligations under Article 26(1) of the UK GDPR) in a transparent manner, determine our respective responsibilities as a Controller, in order to comply with our obligations under the UK GDPR. Notwithstanding the foregoing, it is anticipated that you and we will not act as joint Controllers with respect to any Personal Data processed pursuant to this Agreement.

- 19.6 Where you are not a Controller of Personal Data transferred or provided to us by you, then you acknowledge, agree and confirm that you will make all relevant individuals aware (i) that their Personal Data will be shared with us for the purposes of this Agreement and (ii) of the ways in which they can contact us. We may contact these people separately to provide them with further information how about we process their Personal Data.
- 19.7 Subject to the following we will treat all information that we hold about you as private and confidential, even when you are no longer a customer. As such, we take appropriate technical and organisational measures to protect Personal Data. You agree, however, that we and any of our Associates may:
- use your Personal Data to determine your identity and background before and during the term of the Agreement for money laundering and regulatory purposes in order to comply with our legal obligations; to administer and operate your account and monitor and analyse your conduct; to provide services to you; to improve any of our operations, procedures, products and/or services during the term of the Agreement and to enable us to carry out statistical and other analysis in order to fulfil its contractual obligations under this Agreement;
  - The search footprint created by the electronic verification checks we perform in order to verify your identity before opening an account for you is retained by TransUnion International UK Limited and will indicate that either an anti-money laundering check or an identity check has been performed. The search footprint retained by the credit reference agency will read as having been made by Trulioo Information Services Inc;
  - use your Personal Data including your contact details, application details and details of the service that we provide to you and of how you use this service, for automatic profiling purposes in order to decide what Products and services may be of interest to you (if you wish to put a stop to this form of data processing, contact us at the address given on our website);
  - contact you by telephone (including automated calls), post, email and other electronic messaging systems such as short text, video and picture messaging, and fax, with information, news, events and seminars on our services and those of our Associates and other selected partners (if you wish to put a stop to this form of data processing, contact us at the address given on our website);
  - use your Personal Data to comply and co-operate with regulators and the courts and to comply with our legal obligations; and
  - disclose to the Counterparty all information that we hold in relation to you, including Personal Data, which the Counterparty may require in order to execute the transactions that we arrange on your behalf.
- 19.8 We will share your personal information with other entities in our group as part of

the outsourcing of certain functions & business activities, our regular reporting activities on company performance, in the context of a business reorganisation or group restructuring exercise, and for system maintenance support and hosting of data. It is in our legitimate interest to use your personal information in such way, provided we comply with any legal obligation we have to you. We may transfer your personal information outside the European Economic Area (“EEA”) to other of our group companies as well as processors who are engaged on our behalf. Where we intend to transfer your information outside the EEA, we will ensure that the transfer is pursuant to an adequacy decision by the Commission. Where we intend to transfer your information outside the EEA in the absence of a decision by the Commission on an adequate level of protection, we will use Standard Contractual Clauses adopted by the Commission. Please contact the Data Protection Officer if you wish to obtain a copy these safeguards.

- 19.9 We will retain your Personal Data for any statutory retention period (if any) for the purposes set out in clause 19.7 above. This is subject to any valid opt-out or withdrawal of consent where processing is based on consent, or other valid exercise of your rights provided under the UK GDPR.
- 19.10 You may, where permitted by applicable law, request copies of your Personal Data (where relevant). If you wish to exercise this right, you should contact us using the contact details on our website: [www.eightcap.com/uk](http://www.eightcap.com/uk).
- 19.11 You have a number of rights when it comes to personal information we hold about you. Under certain circumstances, by law you have the right to: rectify, erase, restrict, transport and object to the processing of Personal Data. For more information on these rights, see our Privacy Notice. More information about your rights can also be obtained from the Information Commissioner’s Office (“ICO”).
- 19.12 We or our Associates or Service Providers may record or monitor telephone conversations between you and us or our Associates or a Service Provider for security, compliance with law, training purposes and to maintain and improve the quality of our services. Such telephone conversations may be used by us as evidence in the event of any dispute between us. Copies of such recordings will be available to you on written request for a period of 5 years (for which we may charge a fee).
- 19.13 We may use cookies or IP address tracking devices on the Online Facility to administer the Online Facility, store password and usernames, to monitor visits to pages on the Online Facility on this and other occasions from your terminal, to personalise the Online Facility service to you and to track and facilitate browsing through the Online Facility. A cookie is a piece of data stored on your hard drive containing information about you relating to the use of the Online Facility. IP addresses may be linked to your personal data and by tracking these addresses, we would be obtaining such personal data. Access to the Online Facility is conditional on acceptance by you of any cookies and IP address tracking devices described in and for the purposes explained in this clause. By accepting the Agreement, you acknowledge that you understand the broad nature of cookies and IP address tracking devices and the purposes for which they will be used by us. Please refer to our cookie policy (which is available on the Online Facility) for more information.
- 19.14 You acknowledge and accept that any services provided through the Online Facility involve transmissions over the internet and that such transmissions are therefore

subject to the internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorised programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Service Providers' privacy and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via the Online Facility will be guaranteed to be confidential and that we will not be responsible or liable to you for any breach of confidence arising as a result of such event.

19.15 Any queries about the use of confidential or personal data by us should be referred to our Data Protection Officer at [complianceuk@eightcap.com](mailto:complianceuk@eightcap.com).

## 20. DEFAULT AND NETTING

### 21. The following will be construed as Events of Default if at any time:

- you fail to comply fully and immediately with any obligation to make any payment to us or close any open position on the due settlement date or when required by us;
- you default in any other obligation to us under the Agreement or in relation to any transaction or commit any breach of any other obligations under the Agreement including but not limited to satisfying any Margin call;
- any representation or warranty made by you was or has become or subsequently would, if repeated at any time, be incorrect;
- due to market fluctuations or for any other reason we will at our absolute discretion consider that we hold insufficient Margin to meet your Liabilities;
- we consider it necessary or desirable to prevent what we consider is or might be a violation by you of clause 5.14.1 above;
- (where you are a corporate) you commence a voluntary case (or an involuntary case is commenced against you) or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official of you or any substantial part of your assets; or if you take any corporate action to authorise any of the foregoing; and, in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
- (where you are a corporate) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedures are commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration;
- (where you are an individual) you (or if you are joint account holders, if either party die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefor, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing

such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings are commenced or any action is taken for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property or assets (tangible and intangible); or

- we reasonably anticipate that any of the foregoing may occur.  
Upon the occurrence of an Event of Default we may exercise our rights under clause 20.2, except in the case of the occurrence of an Event of Default specified in clauses 20.1.6 or 20.1.8 (each a “Bankruptcy Event of Default”), in which case the provisions of clause 20.3 will apply.
- 21.1 Subject to clause 20.3, we may on or at any time following the occurrence of an Event of Default, cancel any outstanding orders, terminate our services and liquidate all or any of your open positions (Liquidation Date).
- 21.2 Should a Bankruptcy Event of Default occur we will be deemed to have exercised our rights under clause 20.2 immediately before the time of the occurrence of the Bankruptcy Event of Default.
- 21.3 On the Liquidation Date and following it we will (on, or as soon as reasonably practicable after, the Liquidation Date) close all your open positions and apply all monies held by us towards the costs of such closures.
- 21.4 If as a result of the actions taken by us pursuant to clause 20.4 your account is in credit, we will pay such money to such account as you direct as soon as reasonably practicable. If there is insufficient money in your account to cover the actions undertaken by us under clause 20.4, the difference between the amount of money in your account and the cost of closing your open positions will be immediately due and payable to us.
- 21.5 Our rights under this clause 20 are in addition to, and not in limitation or exclusion of, any other rights which we may have under this Agreement or otherwise whether by agreement or operation of law. In particular and without prejudice to the provisions of clauses 20.2 to 20.5 (inclusive), we are authorised and entitled, without notification to you and at our absolute discretion, to take such action to protect our own position, including without limitation, one or more of the following actions (whether in whole or in part):
- cancel all or any unexecuted orders
  - close out, perform, cancel or, if applicable, abandon any of your open positions or enter into offsetting positions;
  - combine accounts, set-off between accounts or convert one currency into any other currency; or
  - satisfy any obligation that you may have to us, either directly or by way of guarantee or suretyship, out of any of your monies in our custody or control.

## 22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Online Facility may incorporate third party data, text, images, software, multi-media materials and other content (Third Party Content) and references to the term “Online Facility” will be taken to include all materials, content and services made available from time to time on the Online Facility whether viewed on screen or downloaded to another computer including, without limitation, Third Party Content.
- 22.2 The Online Facility is protected by copyright, database rights and other intellectual

property rights. You acknowledge that we and/or third parties retain all right, title and interest in and to the Online Facility. Use of the Online Facility does not confer any ownership rights in the Online Facility.

- 22.3 Except as otherwise specifically agreed in writing or to the extent necessary for you to view the Online Facility in accordance with the Agreement, you will not:
- copy the Online Facility in whole or in part (except to make backup copies solely for disaster recovery purposes);
  - display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit the Online Facility in whole or in part;
  - embed the Online Facility into other products;
  - use the Online Facility in any file sharing arrangement;
  - create embedded links from any software program to the Online Facility;
  - remove or obscure any of our copyright notices or those of any of our Associates
  - use any of our trademarks, service marks, domain names, logos, or other identifiers or those of any of our third-party suppliers; or
  - save to the extent permitted by law, reverse engineer, decompile, disassemble, or access the source code of the Online Facility.

## 23. LINKS

- 23.1 The Online Facility may contain links to other websites which are not controlled by us or any of our Associates and contain material produced by independent third parties. The owners of such linked websites do not necessarily have any relationship, commercial or otherwise, with us. The existence of a link from the Online Facility to any third-party website does not constitute a recommendation or other approval by us or any of our Associates or Service Providers of such website its content or any provider thereof. Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of ours or any of our Associates. Neither we nor any of our Associates accepts any responsibility for content provided on any website that may be accessed through links on the Online Facility.

## 24. TERMINATION

- 24.1 You may terminate the Agreement at any time, by notice in writing to us, provided that you do not have any open position(s) and do not have any outstanding liabilities to us.
- 24.2 We may terminate the provision of our services to you at any time by giving at least five calendar days written notice to you. Termination will be without prejudice to any accrued or outstanding rights and obligations.
- 24.3 Termination will not affect your or our accrued rights, indemnities, existing commitments or any other contractual provision intended to survive termination of the Agreement.
- 24.4 Termination will not affect the completion of transactions initiated prior to us receiving your notice of termination. In addition, you will pay any fees and charges incurred up to the date of termination and any additional expenses necessarily

incurred by us (or a third party) in terminating the Agreement and, subject to clause 13.3 any losses necessarily realised in settling or concluding outstanding transactions and transferring your funds back to you.

24.5 Upon termination, the Company reserves the right to the following actions, without any prior notice to the Client:

- (a) Keep the necessary Client funds to settle all outstanding obligations;
- (b) Close the Client Account;
- (c) Cease to provide access to the Company's electronic systems;
- (d) Suspend or freeze or close any open positions or reject orders.

24.6 Upon Termination, if the balance in the Client Account is positive, the Company will pay the amount of the balance to the Client as soon as reasonably practicable.

24.7 If the Company has reasonable grounds for suspecting that you have breached a representation or warranty given under this Agreement, the Company may:

- (a) withhold any funds suspected to have been derived from the breach, or suspected breach;
- (b) close any executed order(s) that you may have open at the time;
- (c) cancel any transaction order/offer you may have outstanding at the time;
- (d) refuse to accept transaction order(s).

## 25. NOTICES

25.1 Subject to clause 7, notices and any other communications may be transmitted via the Online Facility, or via email or post, to such address as we or you may from time to time notify to each other in writing. All communications so sent, whether by posting on the Online Facility, mail, email, or otherwise, will be deemed transmitted and received when posted on the Online Facility, deposited in the mail, or when received by a transmitting agent.

## 26. COMPLAINTS

26.1 If you have a complaint about our performance under the Agreement, you should direct that complaint to our customer support team in the first instance, who will investigate the nature of the complaint to try to resolve it. Details of our Complaints Handling Policy are available on our website. You may also have a right to complain directly to the Financial Ombudsman Service (FOS). The FOS can be contacted by telephone on 0800 023 4567 or you can find further details on their website [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm).

## 27. SELF EXCLUSION

27.1 Self-exclusion refers to a scenario whereby you choose to exclude yourself from trading CFDs offered by Eightcap. In addition to your right to self-exclude, Eightcap may also choose to invoke this self-exclusion clause where it reasonably believes that it is in the client's interest to be excluded from trading CFDs. Eightcap may close any Positions and/or your Trading Accounts under circumstances which directly or indirectly indicate harm being caused to the client's wellbeing. Determinant to a client's wellbeing includes, but is not limited to, physical and psychological health and financial well-being. Exclusion may be for a period (time specific) or permanent. If you wish to self-exclude, please contact your Account Manager.

## 28. GENERAL

- 28.1 The provision of our services to you is subject to all applicable laws, regulations and other provisions or market practices to which we are subject (collectively Applicable Laws or Regulations). If any conflict arises between the Agreement and any Applicable Laws or Regulations, the latter will prevail. We are not required to do anything or refrain from doing anything which would infringe any Applicable Laws or Regulations and may do whatever we consider necessary to comply with them.
- 28.2 Outstanding rights and obligations (in particular relating to clauses 15, 20, 26 and 27) and transactions will survive the termination of the Agreement, and will continue to be governed by its provisions and the particular clauses agreed between us in relation to such transactions until all obligations have been fully performed.
- 28.3 If any provision of the Agreement will be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement which will remain in full force and effect.
- 28.4 Any failure by us (whether continued or not) to insist upon strict compliance with any provision of the Agreement will not constitute nor be deemed to constitute a waiver by us of any of our rights or remedies. The rights and remedies conferred upon us under this Agreement will be cumulative and the exercise or waiver of any part thereof will not preclude or inhibit the exercise of any other additional rights and remedies.
- 28.5 No action, regardless of form, arising out of or in connection with the Agreement, or otherwise existing between the parties, may be brought by a party more than two years after the cause of action is discovered. Discovery of action must be reported within two years of termination of this Agreement.
- 28.6 The Contracts (Rights of Third Parties) Act 1999 will not apply to the Agreement or to any agreement or document entered into pursuant to the Agreement and only the parties with explicit rights or obligations pursuant to the Agreement may enforce any term of and benefit from the Agreement.
- 28.7 We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities in respect of investment business, you may, if you make a valid claim, be entitled to redress from the FSCS in respect of the investments that we arrange or deal in for you. This depends on the type of business and circumstances of the claim. Most types of investment business are covered for 100% of the first £85,000 per person. Further information is available from us or from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY or on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 29. GOVERNING LAW AND JURISDICTION

- 29.1 The Agreement is governed by and will be construed in accordance with the laws of England & Wales. Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any suit, action or other proceedings relating to the Agreement (Proceedings). Nothing in the Agreement will prevent us from bringing Proceedings against you in any jurisdiction.
- 29.2 Each party irrevocably agrees to waive any objection which it may have at any time to



the laying of venue of any proceedings brought in the English courts and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

## SCHEDULE

The Minimum Initial Margin Requirements that will apply in the case of CFD transactions with Retail Clients are no less than as follows:

- 3.33% of the value of the exposure that the trade provides when the underlying asset is a currency pair composed of any two of the following currencies (Major Foreign Exchange Pair): US dollar, Euro, Japanese yen, Pound sterling, Canadian dollar or Swiss franc;
- 3.33% of the value of the exposure that the trade provides when the underlying asset is a debt issuance, issued by or on behalf of:
  - the government of the United Kingdom;
  - the Scottish Administration;
  - the Executive Committee of the Northern Ireland Assembly;
  - the National Assembly of Wales;
  - a member state of the EU that has adopted the euro as its currency;
  - the United States of America;
  - Japan;
  - Canada; or
  - Switzerland;
- 5% of the value of the exposure that the trade provides when the underlying asset is:
  - any of the following stock market indices: Financial Times Stock Exchange 100 (FTSE 100); Cotation Assistée en Continu 40 (CAC 40); Deutsche Bourse AG German Stock Index (DAX 30); Dow Jones Industrial Average (DJIA); Standard & Poor's 500 (S&P 500); NASDAQ Composite Index (NASDAQ); NASDAQ 100 Index (NASDAQ 100); Nikkei Index (Nikkei 225); Standard & Poor's / Australian Securities Exchange 200 (ASX 200); EURO STOXX 50 Index (EURO STOXX 50);
  - a currency pair composed of currencies which are currencies traded in the foreign exchange market which is not a Major Foreign Exchange Pair; or
  - gold;
- 10% of the value of the exposure that the trade provides when the underlying stock market index or commodity is a stock market index or commodity other than those listed in point (c) above;
- 20% of the value of the exposure that the trade provides when the underlying asset is:
  - a share; or
  - not otherwise listed