

# TERMS AND CONDITIONS

## Customer agreement

This Agreement is entered into and between Eight plus capital Ltd hereafter called “The Company” with registered office at 1st Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia.

And

Any individual or legal entity, including corporation, limited liability company, trust or partnership hereafter called “The Customer” that registers and wants to open a Trading Account with The Company.

The Company is regulated as Forex broker by the FSRA under license number 2024-00478. In consideration of The Company agreement to carry one or more Accounts of Customer and provide services to Customer in connection with the trading of OTC foreign currency exchange, CFDs, or other derivatives contracts (“FX”), Customer agrees as follows:

### A. TRADING

#### 1. AUTHORIZATION TO TRADE

Subject to the terms and conditions of this Agreement and acceptance of Customer’s application to open an Account with Eight plus capital Ltd, Customer hereby authorizes The Company to maintain one or more Accounts in Customer’s name and engage in FX transactions for Customer’s Account in accordance with oral, written, or electronic instructions by Customer and its officers, partners, principals, employees, or other agents, or Representatives.

Customer will bear the risk of all unauthorized instructions by its Representatives and will indemnify and hold The Company harmless from all claims, liabilities, losses, damages, fees, costs and expenses relating to or arising from The Company reliance on such instructions, including any improper, unauthorized or fraudulent instructions by the Representatives, except in cases of gross negligence or wilful misconduct by The Company. Unless expressly stated otherwise in writing, all transactions entered into between The Company and Customer shall be governed by the terms of this Agreement, as amended from time to time (including, without limitation, The Company Risk Disclosure. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct. Disclosures and Trading Policies and Procedures).

### B. ACCOUNTS

#### 1. ACCOUNT APPROVALS AND MAINTENANCE.

The Company may reject Customer’s application or close Customer’s Account for any reason, at The Company sole and absolute discretion. The Company may require Customer to provide The Company with additional information or documentation in order for The Company to continue carrying Customer’s Account. Customer acknowledges that The Company may, at any time in its sole and absolute discretion, restrict trading, disbursements, or transfers. The Company may amend, change, revise, add or modify the Agreement at any time. The most current Agreement will be posted to The Company Website <https://www.eighpluspro.com>

Customer understands that this Agreement cannot be modified by any verbal statements or written amendments that Customer seeks to make to the Agreement without written acceptance from the General Counsel of The Company Customer acknowledges and agrees that Accounts are segregated

in the The Company books and records only, and Customer's funds are not FDIC-insured and are deposited with a liquidity provider selected by The Company in its sole discretion.

## 2. JOINT ACCOUNT OWNERS.

If this Account is held by more than one (1) person, all the joint holders agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Account is held in trust, joint ownership, or partnership, the undersigned hereby agrees to indemnify, defend, and hold harmless The Company for any losses resulting from breach of any fiduciary duty of the undersigned to the other holders and beneficiaries of this Account. Further, any one or more of the joint owners shall have full authority for the Account and risk of the Account owners, to buy, sell, and trade in transactions of foreign currencies or off- exchange options, to deposit with and withdraw from Eight plus capital Ltd, currencies, securities, negotiable instruments, and other property, including withdrawals to or for the individual use or Account of the party directing the sale or of any other party, to receive and acquiesce in the correctness of notices, confirmations, requests, demands and all other forms of communications, and to settle, compromise, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies. Upon death or legal incapacity of any of the undersigned, The Company is authorized to take such action in regard to the Account, as The Company may deem advisable to protect itself against any liability, penalty or loss. Customer agrees to notify The Company immediately upon the death or legal incapacity of any joint owner. The Company may terminate this Agreement by written notice to any one of the joint owners. In the event that The Company receives a notice of a dispute between or conflicting instructions from joint account holders, The Company may, but is not required to, place restrictions on the account, including restrictions on withdrawals or transfers from an account, until The Company receives satisfactory documentations that the dispute has been resolved or all joint account holders give The Company instructions.

## 3. INTEREST FREE ACCOUNT HOLDERS.

The undersigned account holder ratifies and confirms that he/she requires an Interest-Free Account in order to comply with Sharia law. Customer hereby consents and acknowledges Company reserves the right to apply processing fees to Interest Free Accounts and shall calculate and apply a profit or loss Adjustment to the Customer's account using its posted daily roll rates as the basis for calculation. Company shall calculate the profit or loss Adjustment and debit or credit the Customer's account at its own discretion without any prior notice. It is also understood an Interest-Free Account will be debited prior to the disbursement of funds for every withdrawal request. The Company reserves the right to revoke the Interest Free Trading account option and/or change the commission fee structure at any time with or without notice.

## 4. MARGINS AND DEPOSIT REQUIREMENTS.

Customer shall provide and maintain margin in such amounts and in such forms as Eight plus capital ltd, in its sole discretion, may require. Customer agrees to deposit by immediate wire transfer such additional margin when and as required by The Company and will immediately meet all Margin Calls in such mode of transmission as The Company shall, in its sole discretion, designate. The Company may change margin requirements at any time without prior notice.

The Company retains the right to limit the amount and/or total number of open positions that Customer may acquire or maintain at The Company The Company reserves the right to close any Customer positions at any time that it deems necessary. The Company shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions including but

not limited to loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities. For example, in volatile market conditions a margin call may be delayed resulting in the possibility of a negative usable margin; a margin call may occur even if positions are hedged, in the jurisdictions where hedging is permitted by law, due to currency conversion rate volatility or daily interest charges or credits.

#### 5. ROLLOVERS.

The Company may, in its sole discretion and without notice to Customer, offset Customer's open positions, roll over Customer's open positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by Eight plus capital Ltd, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customer's open positions may differ on a customer-by-customer basis, at The Company sole discretion. Any positions held in Customer's Account at 00:00 GMT+2 may be rolled over to the next settlement date and the Account may be debited or credited for the interest differential for the rollover period.

#### 6. SETTLEMENT DATE OFFSET INSTRUCTIONS.

Offset instructions on currency positions open prior to settlement arriving at settlement date must be given to The Company at least one (1) business day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the necessary delivery documents must be in the possession of The Company within the same period described above. If neither instructions, funds nor documents are received, The Company may without notice, either offset Customer's position or roll Customer's positions into the next settlement time period or make or receive delivery on behalf of Customer upon such terms and by such methods deemed reasonable by The Company in its sole discretion.

#### 7. LIQUIDATION OF ACCOUNTS.

In the event of: (a) death or judicial declaration of incompetence of Customer or, in the case of a legal entity, its dissolution or liquidation; (b) filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) filing of an attachment against any of Customer's Accounts carried by Eight plus capital Ltd; (d) insufficient margin, or The Company determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide The Company any information requested pursuant to this Agreement; or (f) any other circumstances or developments that The Company deems appropriate for its protection, and in The Company sole discretion, it may take one or more, or any portion of, the following actions: (1) sell any or purchase any or all FX contracts, securities or other property held or carried for Customer; and (2) cancel any or all outstanding orders or contracts, or any other commitments made with Customer. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal or appointed representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

#### 8. MANAGED ACCOUNTS.

With regard to managed Accounts, a money manager (“Money Manager”) is a person or entity authorized to make decisions with respect to an Account on behalf of the Account’s beneficial owners, including a trustee, custodian, conservator, guardian, executor, administrator, attorney-in-fact, or investment advisor or other person to whom Customer has granted trading authority over an Account. Customer understands and agrees that The Company may, but is not required to, review any action or inaction by a Money Manager with respect to an Account and is not responsible for determining whether a Money Manager’s action or inaction satisfies the standard of care applicable to such Money Manager’s handling of the Account. Customer further understands and agrees that The Company is not responsible for determining the validity of a person’s or entity’s status or capacity to serve as a Money Manager. Customer agrees to hold The Company and its officers, directors, employees, agents, and affiliates harmless from any liability, claim, or expense, including attorneys’ fees and disbursements, as incurred, for the actions or non-actions of Customer’s Money Manager.

## C. CUSTOMER REPRESENTATIONS

### 1. GENERAL REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that:

- a)** Customer is of sound mind, legal age, and legal competence.
- b)** Customer (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.
- c)** Execution and delivery of this Agreement and all transactions contemplated hereunder have been duly authorized by Customer and will not violate any statute, rule, regulation, ordinance, charter, by-law, or policy applicable to Customer.
- d)** Each person executing and delivering this Agreement has been duly authorized by Customer to do so.
- e)** No person other than the Customer has or will have an interest in Customer’s Account.
- f)** Regardless of any subsequent determination to the contrary, Customer is suitable to trade FX,
- g)** Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by Eight plus capital Ltd, and in the event that Customer becomes so employed, Customer will promptly notify The Company via e-mail of such employment.
- h)** Customer has read and understands the Risk Disclosure Statement, Arbitration Agreement and Trading Policies contained in this Agreement.
- i)** Customer has conducted simulated trading using the demo trading platform for a period that has allowed the Customer to develop a full understanding of the trading platform.
- j)** All information provided by Customer to Eight plus capital Ltd, including information regarding Customer’s trading experience and investment sophistication, is true, correct, and complete, and Customer will notify The Company promptly of any changes in such information.
- k)** Customer will not engage in FX transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies.

### 2. DISCLOSURE OF FINANCIAL INFORMATION.

Customer represents and warrants that the financial information disclosed to The Company in the Application is an accurate representation of the Customer’s current financial condition. Customer represents and warrants that in determining Customer’s Net Worth, Gross Income, Total Assets and

Liabilities were carefully calculated. Customer represents and warrants that in determining the value of Total Assets, the Customer included cash and/or cash equivalents, Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. Customer represents and warrants that in determining the value of Liabilities, Customer included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Customer represents and warrants that Customer has very carefully considered the portion of Customer's Total Assets which Customer considers to be Risk Capital. Customer recognizes that Risk Capital is the amount of money Customer is willing to put at risk and if lost would not, in any way, change Customer's lifestyle. Customer agrees to immediately inform The Company if the Customer's financial condition changes in such a way as to reduce Customer's Net Worth and/or Risk Capital.

### 3. CREDIT.

Customer authorizes The Company or agents acting on behalf of The Company to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as The Company shall deem appropriate to verify information regarding Customer. Customer further authorizes The Company to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, compliance data centres, and any other financial and investment institution as The Company shall deem appropriate. Upon reasonable request made in writing by Customer to Eight plus capital Ltd, Customer shall be allowed to review any records maintained by The Company relating to Customer's credit standing. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records. Customer acknowledges that Customer's credit score may be impacted when The Company accesses Customer's credit file. Customer also acknowledges that The Company may provide information (e.g., negative Account information of unsecured debts) regarding Customer's performance under this Agreement to these agencies.

### D. ORDER MANAGEMENT

#### 1. CANCELLATION AND MODIFICATION REQUESTS.

Customer acknowledges that it may not be possible to cancel or modify an order. Customer understands and agrees that, if an order cannot be cancelled or modified, Customer is bound by any execution of the original order. The Company is not liable to Customer if The Company is unable to cancel or modify an order. Customer further acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that The Company systems do not prevent over-execution on duplicate orders from occurring, and that Customer shall be responsible for all such executions. Customer agrees not to assume that any order has been executed or cancelled until Customer has received confirmation from The Company with regard to order execution. Customer is responsible for knowing the status of Customer's pending orders before entering additional orders. Customer agrees to contact The Company in the event Customer is unclear on the status of an order. Customer agrees to regularly review Customer's online Account Statement to confirm the status of Customer's orders.

#### 2. STATEMENTS AND CONFIRMATION.

Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the execution of the Customer's order. The Company will provide Customer access to view Customer's Account at any time with an

online login via the Internet. The Company will not provide trade confirmation via postal mail. Written objections on Customer's part shall be directed to The Company located at: 1st Floor, The Sotheby Building, Rodney Bay, Gros-Islet, Saint Lucia, and shall be deemed received only if actually sent via e-mail or delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by The Company or its agents prior to Customer's receipt of said reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein.

### 3. CHARGES.

Customer shall pay such charges (including, without limitation, mark-ups and markdowns, statement charges, dormant Account charges, order cancellation charges, Account transfer charges, introducing broker and Money Manager fees, or other charges) arising out of The Company providing services hereunder. The Company may change its charges without notice. All such charges shall be paid by customer as they are incurred, or as The Company in its sole and absolute discretion may determine, and Customer hereby authorizes The Company to withdraw the amount of any such charges from Customer's Account(s).

### 4. DEPOSITS AND WITHDRAWALS.

The Company shall neither receive nor disburse Customer's funds in cash currency or cash equivalents. All transactions between Customer and The Company shall be performed by wire, credit or debit card deposit via payment gate integrated in the website or via Crypto deposit to the wallet indicated on the website. Sending and receiving parties can be verified by The Company and which Eight plus capital Ltd, in its sole discretion, shall deem appropriate. The Company shall perform deposit/withdrawal transactions only between Customer's The Company Account and another Account which is held in Customer's name or of which Customer clearly demonstrates ownership to The Company In order to prevent money laundering, fraud, and other unauthorized activity, The Company may limit Customer's withdrawal options.

### 5. DORMANT AND INACTIVE ACCOUNT FEES.

You acknowledge and confirm that any trading account held with the Company in which you have not placed a trade and/or made a deposit for a period greater than ninety (30) days, shall be classified by the Company as an Inactive Account. Inactive Accounts which remain without any type of transaction for a period of six (1) month are considered as dormant.

Handling of Dormant Accounts:

Dormant accounts with zero balances will be permanently deleted. Dormant accounts with balances are charged \$15,00 per month dormant fee for the period they remain inactive and until they are closed or when their balance becomes nil.

### 6. NON TRADING FEE.

A 10% withdrawal fee will be charged to clients who deposit and withdraw without placing trades.

### 7. The Company RESPONSIBILITIES.

The Company will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond The Company control or anticipation. The Company shall not be liable for losses arising from the default of any agent or any other party used by The Company under this agreement.

## 8. CURRENCY FLUCTUATION RISK.

If Customer directs The Company to enter into any foreign exchange FX transaction:

- (a)** any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for Customer's Account and risk;
- (b)** all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which The Company may choose to accept, in such amounts as The Company may in its sole discretion require, with subsequent deposits being in the same currency as the initial deposit;
- (c)** The Company is authorized to convert funds in Customer's Account for margin into and from such foreign currency at a rate of exchange determined by The Company in its sole discretion on the basis of then prevailing money market rates.

## 9. CROSS TRADE CONSENT.

Customer hereby acknowledges and agrees that The Company may act as the counterparty to Customer for any trade entered for the undersigned's Account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange, or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulations.

## E. COMMUNICATIONS

### 1. GENERAL COMMUNICATIONS.

Reports, statements, notices, and any other communications shall be transmitted to Customer electronically via e-mail to the e-mail address on Customer's application. The Company is not responsible if the correspondence sent by e-mail is not received by Customer or if the e-mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by The Company or a third party. All communications sent via e-mail shall be deemed transmitted by The Company when sent and deemed delivered to Customer personally, whether actually received by Customer or not.

### 2. E-MAIL AND ELECTRONIC COMMUNICATIONS.

All e-mails sent to and from The Company are subject to monitoring, review, or disclosure to someone other than Customer or Customer's intended recipient. Customer acknowledges that there may be delays in e-mail being received by Customer's intended recipient. Customer agrees to hold The Company harmless for any delay in e-mail delivery regardless of whether the delay was caused by The Company or a third party. E-mail sent to and from a The Company address may be retained by The Company corporate e-mail system. Customer agrees not to use e-mail to transmit orders to purchase or sell FX and further agrees that The Company is not liable for any actions taken or any omissions to act as a result of any e-mail message Customer sends to The Company. Electronic communications with The Company via our Web site, wireless device or touchtone service are also subject to monitoring, review by or disclosure to someone other than the recipient and such communications may be retained by The Company.

## F. THIRD PARTIES

### 1. NO SEPARATE AGREEMENTS.

Customer acknowledges that Customer has no separate agreement with Customer's broker or any The Company employee or agent regarding the trading in Customer's Account, including any

agreement to guarantee profits or limit losses in Customer's Account. Customer understands that Customer is under an obligation to notify The Company's Compliance Department immediately in writing as to any agreement of this type. Further, Customer understands that any representations made by anyone concerning Customer's Account that differ from any statements Customer receives from The Company must be brought to the attention of The Company's Compliance Department immediately in writing. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing The Company limited power of attorney ("LPOA"). Any disputed transactions must be brought to the attention of The Company Compliance Department pursuant to the notice requirements of this Agreement. Customer agrees to indemnify and hold The Company harmless from all damages or liability resulting from Customer's failure to notify The Company Compliance Department within one (1) business day of any of the occurrences referred to herein. All notices required under this section shall be sent to The Company at its home office.

## 2. REVENUE SHARING DISCLOSURE.

Customer acknowledges that The Company may enter into revenue sharing arrangements with or retain the services any other third-party vendors in connection with technology support, back office and operational support functions relating to Customer's Accounts. The Company reserves the right to enter into such compensation or revenue sharing arrangements any other third-party vendors based on volume traded, bid/offer pricing or other outside commission or revenue sharing models.

## G. COMPLIANCE

### 11. ANTI-MONEY LAUNDERING PROCEDURES.

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

a. Identity Verification. To help the government fight the funding of terrorism and money laundering activities, The Company is required to obtain, verify, and record information that identifies each person who opens an Account with The Company. When Customer opens an Account, The Company is required to collect information such as the following:

- 1) Customer's name;
- 2) date of birth;
- 3) permanent address;
- 4) identification number.

The Company may verify Customer's identifying information by performing a credit check or requiring Customer to provide a driver's license or other identifying documents.

b. Monitoring. The Company may monitor the trading activity in Accounts to investigate or identify potential money laundering.

### 10. SECURITY AND CONFIDENTIALITY.

Customer agrees and acknowledges that Customer is the exclusive owner and solely responsible, jointly, and severally if applicable, for the confidentiality and protection of Customer's Account number(s) and password(s) that allows Customer to place on-line orders and access The Company's trading systems. Customer further agrees that Customer will be fully responsible for all activities including brokerage transactions that arise from the use of Customer's Account number(s) and password(s). Customer agrees to indemnify and hold The Company harmless from: if any other person utilizing Customer's confidential information provides instructions to The Company that may



be contrary to Customer's instructions. Customer will immediately notify The Company in writing or by e-mail of any loss, theft, or unauthorized use of Customer's Account number and/or passwords.

#### 11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All copyright, trademark, trade secret and other intellectual property rights in the Company Meta Trader Online Trading Platform ("Trading Platform") shall always remain the sole and exclusive property of The Company and/or its 3rd party service providers and Customers shall have no right or interest in the Trading Platform except for the right to access and use the Trading Platform as specified herein.

#### 12. NO ADVICE AND NO RECOMMENDATIONS.

Customer acknowledges that The Company does not and will not give investment, legal or tax advice or make trading recommendations. Customer acknowledges that The Company makes no representations concerning the tax implications or treatment of FX contracts. Customer agrees that Customer is a self-directed investor and all orders entered are unsolicited and based on Customer's own investment decision or the investment decision of Customer's duly authorized representative. Customer agrees that neither The Company nor any of its employees may be Customer's duly authorized representative and that Customer will neither solicit nor rely upon The Company or any of its employees for any such advice. Customer understands that customer is solely responsible for all orders entered, including but not limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies and risks associated with each trade, and will not hold The Company or any of its employees liable for those investment decisions. Customer further understands that The Company does not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in Customer's Account. Customer hereby agrees to hold The Company and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements), as incurred, as a result of any losses or damages Customer may suffer with respect to any such decisions, instructions, transactions or strategies employed in Customer's Account by Customer or Customer's duly authorized representative, or as a result of any breach by Customer of any of the covenants, representations, acknowledgments or warranties herein.

#### 13. TRADING RECOMMENDATIONS.

(a) Customer acknowledges that:

(i) any market recommendations and information communicated to Customer by The Company or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any FX contract,

(ii) such recommendation and information, although based upon information obtained from sources believed by The Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified;

(iii) The Company makes no representations, warranties or guarantees as to, and shall not be responsible for, the accuracy or completeness of any such information or trading recommendation furnished to Customer. Customer acknowledges that The Company and/or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or may intend to buy or sell currencies, which are the subject of market recommendations furnished to Customer, and that the market position of The Company or any such officer, director, affiliate, associate, stockholder, or representative may not be consistent with the recommendations furnished to Customer by The Company

#### 14. RISK ACKNOWLEDGMENT.

Customer acknowledges that investments in leveraged FX transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss of their margin deposit. Customer understands that because of the low margin normally required in trading FX contracts, price changes in FX contracts trading may result in the loss of Customer's margin deposit. Customer warrants that Customer is willing and able, financially, and otherwise, to assume the risk of FX contracts trading, and in consideration of The Company carrying his/her Account(s), Customer agrees not to hold The Company responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents, or representatives. Customer recognizes that guarantees of profit or freedom from loss are impossible in FX trading. Customer acknowledges that Customer has received no such guarantees from The Company or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her The Company Account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

#### 15. RECORDINGS.

Customer agrees and acknowledges that all conversations regarding Customer's Account(s) between Customer and The Company personnel may be electronically recorded with or without the use of an automatic tone-warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or The Company. Customer understands that The Company destroys such recordings at regular intervals in accordance with The Company established business procedures and Customer hereby consents to such destruction.

#### 16. SECURITY AGREEMENT.

All monies, securities, negotiable instruments, FX contracts, off-exchange options and/or other property on deposit with The Company or its affiliates, in Customer's Account, for any purpose, including safekeeping, are hereby pledged with The Company and shall be subject to a security interest in The Company favour for the discharge of all Customer's obligations to Eight plus capital Ltd, irrespective of the number of Accounts Customer has with The Company. Customer also grants The Company the right to use the above described properties and any Account credit to offset against any of Customer's obligations to The Company including, but not limited to, transfers for the purpose of margining, or for application to negative balance Accounts not promptly paid, as well as delivery costs and charges.

#### 17. USE OF MONIES.

Customer hereby also grants to The Company the right to pledge, re-pledge, hypothecate, invest, or loan, either separately or with the property of other customers, to itself or to others, any funds, securities, currencies, and foreign currency or off-exchange options transactions of Customer held by The Company as margin or security. The Company shall at no time be required to deliver to Customer the identical property delivered to or purchased by The Company for any Account of Customer.

#### 18. TECHNOLOGY AND COMMUNICATIONS ISSUES.

The Company and/or its 3rd party service providers provide trading technology for Customer's use in connection with FX transactions made by Customer with The Company. Such trading technology includes, but is not limited to, the Trading Platform, web applications, application program interfaces, software, software code, programs, protocols, and displays (collectively "Technology") for trading, analysing trades and markets, and constructing automated trading systems. The Company provides the Technology "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties. The Company will not be responsible for the operation or performance of any automated trading system developed with Technology or for any malfunctions of Technology or for any delays or interruptions in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication equipment on the Internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes.

#### 19. BINDING EFFECT.

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with The Company irrespective of any change or changes at any time in the personnel of The Company or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of The Company and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer. Customer hereby ratifies all transactions with The Company affected prior to the date of this Agreement and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

#### 20. TERMINATION.

This Agreement shall continue in effect until termination, and may be terminated by Client at any time when Client has no open position(s) and no liabilities held by or owed to The Company upon the actual receipt by The Company of written notice of termination via e-mail, or at any time whatsoever by The Company upon the transmittal of written notice of termination to Client; provided, that such termination shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Client of any obligations arising out of prior transactions entered into in connection with this Agreement. We reserve the right to suspend your Account at any time (without notice) if we believe it is appropriate in the circumstances as per the below:

Insider trading is the trading of a public company's stock or other securities based on material, non-public information about the company. In various countries, some kinds of trading based on insider information is illegal. We do not accept trades under Insider dealing and we reserve the right to cancel any trade executed under Insider trading.

Latency arbitrage (LA) is a high-frequency trading strategy used to front-run trading orders. We do not accept Latency arbitrage and we reserve our rights to cancel any trade executed under LA. Arbitrage is the strategy of taking advantage of price differences in different markets for the same asset. For it to take place, there must be a situation of at least two equivalent assets or same asset with differing prices. In essence, arbitrage is a situation where a trader can profit from the imbalance of asset prices in different markets. The simplest form of arbitrage is purchasing an asset in the market where the price is lower and simultaneously selling the asset in the market where the asset's

price is higher. This is widely tradeable under market gaps during opening hours. We do not accept gap arbitrage and we reserve the right to cancel any trade under those conditions.

#### 21. ACCEPTANCE.

This Agreement shall not be deemed to be accepted by The Company nor become a binding contract between Customer and The Company until Customer's information is verified and approved by The Company

#### 22. INDEMNIFICATION.

Customer agrees to indemnify and hold Eight plus capital Ltd, its affiliates, employees, agents, successors and assigns harmless from and against all liabilities, losses, damages, costs, and expenses, including attorney's fees, incurred by The Company arising out of Customer's failure to fully and timely perform Customer's responsibilities herein or should any of the representations and warranties fail to be true and correct. Customer also agrees to pay promptly to The Company all damages, costs, and expenses, including attorney's fees, incurred by The Company in the enforcement of any of the provisions of this Agreement and any other agreements between The Company and Customer.

#### 23. FORCE MAJEURE.

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

#### 24. TERMS AND HEADINGS.

The term "Eight plus capital Ltd" shall be deemed to include Eight plus capital Ltd, its affiliates, divisions, successors, and assigns; the term "Customer" shall mean the party (or parties) executing the Agreement; and the term "Agreement" shall include all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's Account with The Company regardless of when executed. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

#### 25. GOVERNING LAW AND JURISDICTION.

This Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed, and enforced in all respects by the laws of Saint Lucia, without regard to choose of law principles.

#### 26. USE OF THE COMPANY'S WEBSITE.

Website refer to The Company Website <https://eightplupro.com> and additional Websites that The Company may register). The Web sites provide Customer with content and information. The content on the Web sites is provided as a convenience but may be inaccurate or outdated. Customer always

agrees to rely upon Customer's transaction confirmations and statements as the official records of Customer's Account. Information is not related specifically to an Account. Information is financial or investment information provided by third parties to The Company that The Company provides to Customer, which includes market data, news, research, financial analysis, commentary, or tools. The information on the Web sites is provided from sources believed to be reliable but cannot be guaranteed. The information provided on our Web sites is not customized for Customer and Customer understands that the information provided to Customer is not a recommendation to Customer about the suitability of a purchase and/or sale of any currency. The Company may without notice to Customer change, revise, modify, add, upgrade, remove or discontinue any part of The Company Web sites. The Web sites may include hyperlinks to third-party web sites. The Company is not responsible for the information or content provided by such third-party web sites.

#### 27. MARKET DATA, NEWS AND OTHER INFORMATION.

Customer agrees that the market data, news, and other information available to Customer through our Web site is for Customer's personal use and that Customer will not retransmit or republish this information in any form without the written consent of The Company

THERE IS NO GUARANTEE THAT THE COMPANY WILL BE ABLE TO EXECUTE STOP LOSS ORDERS, LIMIT ORDERS OR OCO ORDERS AT THE CUSTOMER ENTERED PRICE.

Customer acknowledges and agrees that there may be market, liquidity or other conditions that will prevent The Company from executing Customers specific Stop Loss Orders, Limit Orders or OCO Orders at the Customer designated price. In some cases the orders will be executed at prices that are less favourable to the price entered and desired by the Customer. The Customer acknowledges and agrees that they are still responsible for trades executed at levels different from their orders and that The Company is not liable for failure to do so.

#### 28. THERE IS TECHNOLOGY RISK INHERENT IN TRADING ONLINE

Although The Company has invested a lot of resources developing, testing, configuring and integrating the Trading Platform and other relevant software and hardware, the Customer acknowledges and agrees that The Company does not guarantee that the Customer will be able to successfully execute transaction, monitor their positions, or perform other essential tasks of The Company while using the public Internet and other technology from The Company or from third party vendors known or not known for which The Company may rely on. The Company cannot control, without limitation, the routing, Internet connectivity, reliability of customer or The Company equipment, network connections or any other technology hardware malfunction caused by The Company hardware, hardware and connectivity that makes up the public Internet, or hardware at the Customers location. Nor does The Company guarantee, although all effort has been made to the contrary, that the Trading Platform and Associated Back Office and Broker Software Interfaces nor any other code or application including but not limited to the interface with The Company liquidity provider(s) or the interface with the escrow Account institution or other technology application that would come under the heading software, are error-free and would not lead to communications problems, computer software or hardware breakdowns, malfunctioning errors, and any and all problems or glitches associated with computer problems or any other technical cause or causes . Customer acknowledges and agrees that The Company provides Trading Platform and Associated Back Office and Broker Software Interfaces "as is," without any warranties of merchantability, fitness for a particular purpose, or other express or implied warranties.

## 29. BONUS ACCOUNTS

Bonus accounts are account that you can receive 50% bonus on each deposit.

You can use the bonus as margin and you can lose it.

You cannot withdraw the profits unless you trade 2 forex lots for each 1\$ of bonus

In case you withdraw before lots requirement you can only withdraw your initial deposit.

You cannot use the bonus to hedge with other accounts. Bonus abuse will result in removing all profits.