



CLIENT AGREEMENT

LATEST UPDATED IN NOVEMBER 2025

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Client Agreement - **Landmark Capital Markets Ltd.**, Company Number 2025-00682
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Registered Address: Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, St. Lucia

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1. Introduction

1.1. This Agreement is made between Landmark Capital Markets Ltd. ("the Company") and the Client, who may be either a legal entity or an individual that has filled out the Account Opening Application Form and submitted it (hereinafter referred to as the "Client"). The Agreement sets forth the terms under which we will provide products and services to the Client.

1.2. The Company is authorized by the Financial Services Regulatory Authority under Business License Number 2025-00682 with its registered office located at Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, St. Lucia.

1.3. This Client Agreement, together with the Legal documents available on the Company's website (including the "Terms and Conditions", "Policy on CFDs on Futures and Indices", "Risk Disclosure Policy", "Privacy Policy" and "Conflict of Interest Policy", which may be updated from time to time, collectively referred to as the "Agreement," outlines the terms under which the Company will deliver services to the Client. These terms will govern all CFD activities undertaken by the Client with the Company throughout the duration of the Agreement.

1.4. This Agreement overrides any other agreements, arrangements, or statements, whether express or implied made by the Company or any Introducer(s).

1.5. The Company will collect, use, store, and otherwise process the Client's personal information as detailed in the Privacy Policy, which is subject to amended from time to time and is available on the Company's website.

BACKGROUND

- i. The Client has approached the Company with a request to provide its products and services in equities, bonds, fixed income funds, CFDs, commodities, options, futures, stock market, forex and such other securities.
- ii. The Client intends to open trading account with the Company and the Company hereby agrees to open the Trading Account.
- iii. In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to regulate the terms and conditions of their relationship.
- iv. This 'Agreement' represents the Company's standard terms and conditions upon which we base our operations. To ensure your own benefit and protection, we strongly advise that you allocate sufficient time to review this Agreement, as well as any supplementary documentation and information accessible on our website before initiating an account or engaging in any activities with us, or both. If you have any inquiries or require clarification, please do not hesitate to contact us, or consider seeking independent professional financial or legal advice if necessary. It is advisable to retain a copy of this document for your personal records.
- v. In this Agreement we have used defined words and terms in order to make it easier to read. After a definition or an explanatory word or phrase, we have included the relevant defined word or term in bold between brackets. Unless the context requires otherwise, all

other uses of a defined word or term will have the same meaning.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

2. Interpretations of Terms and Definitions

2.1. Definition

Any capitalized terms and expressions have, unless the context otherwise requires, the meanings given to them are as follows:

“Access Codes” means your login ID and password given to you by us to have access on our Online Trading system or Website (where applicable);

“Account” means the accounts that have been opened by us for the Client;

“Affiliate” means any individual, corporation, partnership, limited liability company, association, trust, or other entity or organization which is associated with or connected to the Company. This includes any parent company, subsidiary, employee, or other related entity or individual;

“Agreement” shall mean this document titled “Client Agreement” together with its Annexures attached thereto and the documents titled “Policy on CFDs on Futures and Indices Policy”, “Conflict of Interest Policy”, “Privacy Policy”, “Deposit/Withdrawal Policy”, “Risk Disclosure Policy”, “Terms and Conditions” and any other Policy or document available on the website as these may be amended or supplemented from time to time. For the avoidance of doubt, this agreement supersedes and replaces any previous client agreement in force between you and us which dealt with Transactions;

“Account Opening Application Form” means the account sign up form completed by you to apply for our Products and Services (via which we will obtain amongst other things necessary information for your identification and due diligence and your categorization in accordance with the applicable laws);

“Applicable Regulations” shall mean Financial Services Regulatory Authority (FSRA) Regulations or any other rules of a relevant regulatory authority having powers over the Company.

“Applicable Laws” refers to the legal statutes, regulations, and principles that govern the activities and conduct under this Agreement in St. Lucia. This includes, but is not limited to, the Constitution of St. Lucia, statutory laws enacted by the Parliament, common law established through judicial decisions, and international treaties and conventions to which St.

Lucia is a party. All transactions and interactions under this Agreement shall adhere to these laws and regulations to ensure compliance and legal integrity.

“Authorised Person” means any user authorised by you in writing via registered email, subject to any necessary authorizations as required by the Company from time to time to manage, in whole or in part, your relationship with us;

“Balance” means the total sum on your Account after the last transaction made within any period;

“Best Execution” means the method whereby the Company seeks to achieve the best terms for a Client taking into account the risk objectives, capital horizons and liquidity preferences. The Company will arrange to execute securities brokerage transactions for your assets through Broker-Dealers that we reasonably believe will provide “best execution”. We seek best execution as whether the transaction represents the best qualitative execution. We take into consideration the full range of Broker-Dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Our Company will seek competitive commission rates, but we may not necessarily obtain the lowest possible commission rates for account transactions. It is important to note that we do not have discretion to negotiate commission rates;

“Charges and Fees” means and includes any and all charges, costs, penalties and fees payable in relation to an Account or the Services, or both;

“Client” means the person who have executed the Account Opening Application Form and acknowledges to read, have understood and agreed to the terms of this agreement qualified to be a professional client or a retail client;

“Client Account” or “Trading Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client’s money and deposit/withdrawal transactions of the Client money. The Company may offer various types of accounts and relevant information can be found on the website;

“Client Money” shall mean the funds deposited by the client and applicant or trading account holder for the purposes set forth in this Agreement.

“Confidential Information” means all information relating to you that is, as a matter of law, custom or contract, confidential in nature provided that notwithstanding anything to the contrary in any other document, any information that:

- i. is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality by us;

- ii. was known to us (without an obligation of confidentiality to you) before its disclosure by you;
- iii. is independently developed by us without recourse to information disclosed to us by you; or
- iv. is rightfully obtained on a non-confidential basis from a person other than you, provided that the person is not known by us to be bound by an obligation of confidentiality in relation to that information, will not be considered to be Confidential Information for the purposes of these Standard Terms and will therefore not be subject to any duty of confidentiality.

“Contract for Differences or CFD” shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument. Use of the term CFD in this Agreement, unless otherwise stated, must be read to include the Forex (which may be used on our website and our marketing material).

“Contract Specification” each lot size or each type of Underlying in a Financial Instrument offered by us as well as all necessary trading information concerning spreads, swaps, margin requirements etc., as determined by us from time to time in our website.

“Derivatives” means Options, Futures, Swaps or other securitized instruments;

“Digital Platform” means and includes any digital platform acceptable to us that is used by you to access a Product and Service, including without limitation phone, fax, email, mobile application or Approved Third Party Platform.

“Fee Schedule” means all Charges and Fees payable to us in relation to the Products and Services as determined by the Company from time to time..

“Company” means a company or associates or affiliates or any other person connected to the Company;

“Force Majeure Event” has the meaning given in Clause 41 of this Agreement;

“Future” means a contract for the sale of securities, investments, currencies or commodities under which delivery is to be made at a future date at a price agreed upon when the contract is made;

“Investments” shall mean all categories of financial instruments, securities, and investment vehicles permitted under the applicable laws and regulations of St. Lucia, as amended from time to time. This includes, but is not limited to, equities, bonds, futures, options, derivatives, and any other instruments approved by the Financial Services Regulatory Authority (FSRA).

“Investment Objectives” means the investment objectives as instructed by the Client to the Company from time to time provided that Investments are lawfully allowed under any applicable laws of St. Lucia.

“Option” means an option to acquire or dispose of securities, investments, currencies or commodities;

“Person” means any natural person, body corporate, including a legal person, company, partnership, unincorporated association, government or state;

“Privacy Policy” means our data privacy policy which is available on the Website.

“Rules” include Laws, articles, regulations, directives, procedures, and customs as in force from time to time.

“Sanctioned Country” means any country designated from time to time by Applicable Laws as a country with which dealings should be restricted.

“Services” means and includes any product or service offered by us, including an Account and any Third-Party Service, howsoever presented or branded;

“Third Party Service” means any product, service, benefit, platform, digital offering or mobile application provided by a third-party provider and marketed or used by us, including without limitation any Approved Third-Party Platform.

“Trading Platform” means the online third-party Trading Platform or any proprietary platform made available by the Company from time to time to execute Trades; and

“Website” means the internet address www.landmarkmarkets.com and includes the trading platforms.

2.2. Interpretation

- i. Where any provision within a definition confers rights or imposes obligations on a party, that provision shall be treated as a substantive term of this Agreement, regardless of its placement within the definition section.
- ii. This Agreement, together with all schedules, annexes, and supplementary documents which may be amended from time to time, shall be construed as a single and unified contractual instrument. It shall govern the relationship between the Client (referred to as "Client," "Customer," "your," or "yourself" as applicable) and **Landmark Capital Markets Ltd.** (also referred to as "Company," "we," "us," "our," or "ourselves" as contextually appropriate) concerning the financial products and services offered.
- iii. All clause titles and headings are inserted for convenience only and shall not affect the interpretation of the substantive provisions. Unless the context requires otherwise, the

singular shall include the plural and vice versa, and references to any gender shall include all other genders.

- iv. Where a term or expression is defined, all grammatical forms of such term or expression shall be interpreted consistently with its defined meaning.
- v. Any reference to a day, month, or year shall be interpreted in accordance with the Gregorian calendar.
- vi. Where a time period is specified in days, computation shall exclude the first day and include the final day, unless the final day falls on a Saturday, Sunday, or public holiday, in which case the period shall conclude on the next day that is not a Saturday, Sunday, or public holiday.
- vii. The term "person" shall include any individual, corporate body, unincorporated association, trust, partnership, or other entity whether or not such entity has a separate legal identity.
- viii. A reference to any agreement or document, including this Agreement, shall include any lawful amendment, variation, supplementation, novation, or replacement of such agreement or document. This shall also include any recitals, schedules, and annexes attached thereto unless expressly prohibited by its terms.
- ix. References to legislation or legislative provisions shall be deemed to include any amendments, restatements, re-enactments, replacements, and any subordinate regulations or instruments issued under such legislation.
- x. Any reference to statutory enactments shall include all valid modifications, consolidations, or re-enactments thereof and any subordinate legislation made pursuant to such enactments.

3. Scope of the Agreement

- 3.1. This Agreement establishes a legally binding relationship between the Client and the Company upon acceptance and signing of the terms outlined herein. The Client confirms they have reviewed and understood all provisions before entering into the Agreement.
- 3.2. The Agreement incorporates all information submitted by the Client during the account registration process via the Company's website, including but not limited to the Account Opening Application Form and any supplementary documentation or annexures provided during registration.
- 3.3. Supplementary materials and policies available on the Company's website are deemed an integral part of this Agreement. These documents outline essential procedures and principles governing the Client's interactions with the Company. They include:
 - a) Terms and Conditions Policy;
 - b) Deposit and Withdrawal Policy;
 - c) Policy on CFDs on Futures and Indices Policy;
 - d) Risk Disclosure Policy;
 - e) Conflicts of Interest Policy; and
 - f) Privacy Policy

It is our intention that the Agreement contains all the terms and conditions that govern our relationship and your activities with us. This Agreement supersedes any prior agreements, representations, or understandings between the Client and the Company, whether written or verbal. No informal communications or actions shall modify the terms herein unless officially documented and agreed upon by both parties.

4. Commencement and Effective Date

This Agreement shall commence and come into force on the date when the client electronically submits or signs the trading account application form (“Effective Date”) and shall remain in effect until terminated in accordance with the provisions set forth herein.

5. Services

- 5.1. Subject to remuneration, the Client hereby appoints the Company, and the Company hereby accepts such appointment, to carry out the services as referred to in Clause 5.2 below.
- 5.2. On an execution-only basis, we offer access to trading various instruments in the form of CFDs (Contracts for Differences, also referred to as ‘Leveraged Products’). Full details of the instruments and related contract specifications are available on the Company’s Website.
- 5.3. We act as principal in all transactions, meaning we are the counterparty to all Client trades.
- 5.4. We do not provide investment, financial, legal, tax, or regulatory advice, nor any form of recommendation. The Client shall make an independent assessment of each transaction before trading and agrees not to rely on any opinion, material, or analysis provided by us, our affiliates, employees, or other associated parties as advice or recommendation. If in doubt, the Client is encouraged to seek independent advice.
- 5.5. We do not produce investment research. Any market analysis we share constitutes marketing communication and must not be construed as investment advice, recommendation, or research.
- 5.6. The Client understands that CFDs are derivative products and do not confer ownership of any underlying instrument. No physical delivery of any underlying asset shall occur.
- 5.7. CFDs may be traded on available financial instruments during our normal trading hours, as specified for each instrument on the Company’s Website under Contract Specifications. The Client is responsible for reviewing these specifications before initiating trades. Notifications of the Company’s holidays will be provided via internal email or other communication channels, including the Company’s Website.
- 5.8. Our services are provided in accordance with applicable policies and procedures and only when not in breach of legal requirements. There may be instances where we are unable to disclose reasons for refusing service, such as when doing so may contravene the law. Examples of when services may be refused or withdrawn include, but are not limited to: (i) reasonable belief of abuse of our offerings (e.g., latency abuse or insider trading), (ii) other reasonable justification, or (iii) use of inappropriate or defamatory language

towards staff. Additionally, services may be withheld when internal company's risk limits restrict further orders on specific instruments, except for closing existing trades or positions.

- 5.9. The Company solely provides trading execution services and does not offer financial advice or discretionary investment management. The Client affirms that trading decisions are made independently and at their own risk. By appointing the Company under this Agreement, the Client authorizes the Company solely to execute transactions as instructed. The Client confirms awareness of the risks of trading under this Agreement and acknowledges all transactions are executed at the Client's direction, without any discretionary input or advisory influence from the Company.
- 5.10. Changes in price, value, or credit quality, or corporate actions including mergers, acquisitions, or disposals caused by market movement shall not constitute a breach of the stated Investment Objectives. Any corrective actions listed within those Objectives remain applicable.
- 5.11. The Client acknowledges that the Company does not supervise introducing brokers or third parties and bears no liability for their actions. This includes, but is not limited to, software accuracy, provision or omission of risk disclosures, guarantees of profits or capital preservation, or trading advice. The Company and Introducing Brokers are independent entities. No arrangement between them forms a partnership, joint venture, or agency relationship, and Introducing Brokers are not employees or representatives of the Company.
- 5.12. If introduced by a third party such as a Business Introducer or Associate Network performing marketing functions ("Introducing Broker"), the Client understands that the Company is not bound by any separate agreements between the Client and said Introducing Broker. Introducing Brokers are not authorized to bind the Company in any way, extend credit, guarantee losses, or provide investment, legal, or tax advice in the Company's name.
- 5.13. This Agreement encompasses the services that the Client has opted for under this Clause, which the Company shall provide accordingly.

6. Electronic Trading Service and Availability

- 6.1. The Company provides its services exclusively through digital platforms, which may include third-party trading platforms approved by the Company, such as MT5, and which may be governed by additional terms and conditions. As such, services may occasionally be inaccessible or unavailable from time to time due to routine maintenance, technical issues, or other operational factors, and transaction processing may not be available twenty-four hours a day, seven (7) days a week.
- 6.2. Access to the Company's services will be at the sole discretion of the Company and may be subject to eligibility criteria and provision of required information. Clients must complete, execute, and submit all necessary forms, mandates, schedules, documents, and agreements as stipulated by the Company for access to any service. The Company retains the right to refuse, suspend, or withdraw any service at any time and without prior justification.

7. Account Opening Process

- 7.1. We may offer various types of Accounts, each with distinct features and subject to the applicable terms and conditions available on our website. You may open one or more Accounts.
- 7.2. Upon receiving your Trading Account Opening Application Form, we will use the information provided to conduct further enquiries as we deem necessary or suitable under the circumstances to meet our legal obligations. These may include, but are not limited to, verifying your identity, sourcing references from third-party databases, financial institutions, or your employer. Occasionally, whether randomly or based on specific concerns, we may carry out additional searches through third-party sources and databases, whether public or private. These checks may be conducted at any point during our engagement, and you are expected to provide any further information we request. Failure to comply may result in termination of our relationship between you and us in accordance with terms of the Agreement.
- 7.3. You are responsible for providing us complete and accurate information, which we will rely on during onboarding via the Client Account Opening Application Form and throughout our relationship. Unless we believe the details you have provided are incorrect, we will treat them as valid. If any of your information changes, you must inform us in writing.
- 7.4. After your Trading Account Application is completed and received, we will acknowledge it via email and send you your Access Codes (one-time access code), which include your account number and password, allowing you to log in to your trading account. You are required to change your password within 48 hours of receiving the one-time access code. The account will only be activated once we are satisfied with the submitted documentation and approve your application.
- 7.5. We reserve the right to change an Account to another type or amend a Service at any time, for any reason, without prior notification.

8. Trading Account Activation and Usage

- 8.1. After your account is activated, you will have the ability to:
 - a) Download and install the trading platforms available on our website (referred to as the '**Software**').
 - b) Use your Access Codes to log into the Software to access your Trading Account. To ensure the security of your Account, please change your password regularly and keep all correspondence related to your Access Codes confidential.
- 8.2. We provide you with a non-exclusive, non-transferable license to use any software,

application, or electronic platform (“Software”) provided by us to access a Service, under the condition that you: (a) do not sub-license, copy, disclose, or modify such Software; and (b) use the Software solely for the purpose of accessing and utilizing the Services. We cannot be held responsible for any errors, data loss, or delays resulting from tampering with or corrupting the Software.

- 8.3. You should ensure that you can access the Software when necessary and during its available hours. This requires having a stable internet connection and maintaining the devices you use.
- 8.4. The Software, which may be developed by a third party, is provided on an 'as is' basis. While we will ensure it is compatible with our security protocols, we do not guarantee that it is free from errors or defects.
- 8.5. We will make every effort to keep the Software and associated systems up to date. However, maintenance activities, including server shutdowns, restarts, and updates, may lead to temporary unavailability. You acknowledge that we are not liable for any losses, whether financial or otherwise, resulting from maintenance or actions by third parties.
- 8.6. We will strive to ensure the Software and other systems are available. If there are any interruptions, we will attempt to provide prior notice. Continuous availability cannot be assured due to factors such as:
 - a) technological failures or errors, including issues with internet connectivity affecting Software access, and
 - b) service disruptions for maintenance, repairs, updates, and other circumstances beyond our control. We will aim to conduct these activities outside of regular trading hours. The Company will do its best to maintain Software operation. We do not accept responsibility for any means (including computer equipment) used by you to access the Software and cannot guarantee its continued availability.
- 8.7. We will do our utmost to maintain the operation of the Software. However, we do not take responsibility for any equipment, including computers, used by you to access the Software and cannot guarantee its uninterrupted availability.
- 8.8. You agree to indemnify us against any claims, financial or otherwise, related to the infringement of any patent, design, trademark, or copyright that may arise due to your use of the Software.

9. Security, Authenticity and Access

- 9.1. We will only accept instructions from you or your Authorized Representative upon receiving formal written consent. While your Authorized Representative is not considered a direct Client, any instructions they provide will be treated as though they originated from you. We may act on these instructions without further verification of their authenticity or validity. Any instructions from individuals using your Access Codes will also be regarded as coming from you, without any additional verification.
- 9.2. Access to the Services will be protected by passwords or other security measures. Each Authorized User will be assigned or may select User Verification Data. It is your responsibility to ensure that each Authorized User keeps User Authentication Data confidential and uses it only for its intended purpose. You are fully accountable for any usage or misuse of User Authentication Data and must adhere to our guidelines regarding

its use. Additionally, you are responsible for acquiring and maintaining any equipment necessary to access and use the Services, which includes using anti-virus software and other safety measures.

- 9.3. You are responsible for protecting your Access Codes and ensuring they are not disclosed to anyone. This includes preventing any unauthorized access. We will not be liable for access by any individual other than you, whether or not authorized by you, except in cases of our gross negligence.
- 9.4. You must maintain confidentiality regarding all information related to your interactions with us. We will not be liable if any unauthorized individual gains access to information about your interactions with us, regardless of whether the information is:
 - a) Held by you or your Authorized Representative (if applicable);
 - b) Transmitted electronically or otherwise by you or your Authorized Representative to us or any party authorized by us;
 - c) Transmitted electronically or otherwise by us to you or your Authorized Representative.
- 9.5. Immediately inform us if you have become aware of any unauthorized access to your Access Codes or other information regarding your interactions with us. It is essential to establish and uphold adequate security procedures to prevent unauthorized access and misuse of the Services, ensuring that electronic devices used for accessing the Services are free from harmful software or components.
- 9.6. We will carry out any instructions received from you without further inquiry. However, we maintain the right to accept or decline any instruction, in whole or in part. We may contact you if we anticipate executing transactions differently based on observed patterns in your trading activity (such as frequent negative equity leading us to recommend trading with a higher margin requirement).
- 9.7. We may confirm any instructions received from you via any durable medium or telephone communication. However, you should avoid contacting any of our employees through non-approved means, such as personal mobile phones or private accounts.
- 9.8. If you have appointed an Authorized Representative to interact with us on your behalf and wish to revoke their appointment, you must promptly notify us in writing. Until we process this revocation, any instructions received from the Authorized Representative will be regarded as valid and binding upon you.
- 9.9. Vital information regarding order execution can be accessed through the Software, trading platforms, or direct platforms, allowing you to download reports containing execution details and status for your orders, reviewing the current and historical condition of your trades and accounts. We may not provide account statements or other details in formats other than those specified herein.
- 9.10. All orders to trade financial instruments are final and cannot be canceled or deleted unless otherwise permitted by the Software, expressly agreed to by us, or as detailed in our legal documentation.

9.11. If no activities or transactions have taken place in your account for a duration determined by us, we reserve the right to implement additional checks or require further documentation before allowing you to resume any activities. Additionally, ensure that neither your Authorized Users nor your employees engage in any actions that may jeopardize the security of the Services or the systems and security of our other clients.

10. Client Qualification

- 10.1. The Client represents and warrants to the Company that the information provided to the Company, which enabled the Company to assess the Client's classification as either a Professional Client or Retail Client is true and correct.
- 10.2. The Company will periodically review the Client's status as either a Professional or Retail Clients. The company is not obligated to inform the Client if meet the criteria to be classified as a Professional or Retail Client.
- 10.3. The Client acknowledges and accepts that, when engaging with the Company, there are no compensation schemes for clients available in St. Lucia.
- 10.4. The Client acknowledges that the Company does not receive any portion of the brokerage commissions or transaction fees charged by the Client through a non-affiliated Broker-Dealer, or both.

11. Commissions, Charges and other Costs

- 11.1. You agree to pay the charges and fees outlined in this Agreement, or as otherwise communicated from time to time. You acknowledge that the fees and charges are subject to change, and it is your responsibility to understand how the fees, charges, commissions, and other payments are calculated.
- 11.2. You acknowledge and agree that we may receive or provide a fee, commission, or non-monetary benefit from or to a third party in connection with the services provided to you. Upon request, if you were introduced to us for trading purposes, we will furnish detailed information regarding any fee, rebate, commission, widened spread, performance fee, or management fee paid to third parties that assist in establishing, concluding, or maintaining the business relationship between you and the Company, thereby enhancing the services provided. The following charges will apply to your transactions: Spread(s), Swap(s); and Commissions (if your account was introduced by an Introducing Broker, a portion of the spread you pay may be allocated to the Introducing Broker).
- 11.3. The following charges will apply to your transactions: spreads, swaps, and commissions (if your account was introduced by an Introducing Broker, a portion of the spread you pay may be allocated to the Introducing Broker).
- 11.4. The Client acknowledges and consents that the Company may compensate the Introducing Broker with a fee.
- 11.5. We may at any time modify the charges and fees with notice to you through the

designated Communication Channels.

- 11.6. We are authorized to debit any Account for the amount of any charges and fees (including any service charge) as well as any applicable taxes, duties, expenses, or legal charges.
- 11.7. The Client shall be responsible for paying any commissions, transfer fees, registration fees, taxes and similar liabilities and costs properly payable or incurred by the Company under this Agreement.
- 11.8. The Client shall bear all costs and expenses, including but not limited to attorney's fees, court fees, and other associated expenses, incurred by the Company in connection with any litigation, arbitration, or legal proceedings initiated by or against the Client arising from or related to this Agreement. The Client agrees to reimburse the Company for such costs and expenses upon receiving an invoice or statement detailing the amounts incurred.
- 11.9. Regardless of whether your transactions result in profit or loss, we derive our revenue as a fixed portion of the spread from the counterparty through which we execute transactions. This fee or commission may vary based on transaction frequency, volume, and other factors.
- 11.10. We may share dealing charges (commissions) with third parties or receive remuneration from them for transactions conducted on your behalf.
- 11.11. Commissions for depositing and/or withdrawing funds may change from time to time. It is your responsibility to review the relevant sections of our website for updates on our charges. Also, you will be responsible for any fees imposed by third-party providers involved in the transfer process.

12. Client Money

- 12.1. Any money received by us in respect of your account with us shall be treated as Client Money and held in a segregated Client Money Account by us. Unless you have notified us in writing to the contrary, we may hold Segregated Funds in a segregated account located outside St. Lucia or pass money held on your behalf to an intermediate broker, settlement agent, or counterparty located outside St. Lucia. The legal and regulatory regime applying to any such person may be different from that of St. Lucia and in the event of the insolvency or any equivalent failure of that person, your money may be treated differently from the treatment which would apply if the money was held in a segregated account in St. Lucia.
- 12.2. In relation to Client Money unless you notify us in writing or otherwise, we will immediately pay any Client Money received to our Client Money bank accounts. Our Client Money accounts will be identified and designated separately from any accounts used to hold other money belonging to us. Interest will not be paid on the money held in the Client Money accounts and by entering into this Agreement you acknowledge that you waive any entitlement to interest on such money.

- 12.3. We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of these Terms) to another legal entity (including any of our affiliates) where we transfer all or part of our business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause 12.3, we shall ensure that such Client Money will be held by that entity for you in accordance with this Agreement.
- 12.4. In the event that the account you hold with us is a joint account, we do exercise all due care and diligence to ensure that all withdrawals are paid back to its source and to the particular party that initiated the actual deposit. In case of profit withdrawing, KCM may initiate payments to any party to the joint account provided that it has received appropriate approval from the second party and it is satisfied pursuant to its due diligence verification and checks.
- 12.5. You consent to us releasing any Client Money balances, for or on your behalf, from Client Money bank accounts and for us to cease to treat as Client Money any unclaimed Client Money balance where:
 - i. it is permitted by law and consistent with the arrangements under which Client Money is held;
 - ii. we have determined that there has been no movement on your balance for a period of six years (notwithstanding any payments or receipts of charges, interest, or similar items);
 - iii. we have taken reasonable steps to trace you and to return the balance to you; and
 - iv. we make and retain records of all balances released from our Client Money bank accounts in respect of your Client Money.

13. Funding your Trading Account

- 13.1. You can fund your trading account using credit or debit cards, wire transfers, or any other payment methods accepted by the Company or its affiliated companies, at their sole discretion. Please be aware that certain payment methods may not be available in all countries.
- 13.2. The minimum initial deposit required to begin trading is outlined in the “Choose Plan” section on our website.
- 13.3. The Company does not accept payments from third parties. For security purposes, the name on the funding source must match the account holder's identity.
- 13.4. For the latest information on accepted funding methods and associated charges, please consult our “Deposit and Withdrawal Policy” available on the Company's website.

14. Quotes and Transactions

- 14.1. Upon your request, we may, at our sole discretion, provide a non-binding quote along with the details of applicable charges for specific Transaction. The quote may reflect

either the bid/offer prices from the Underlying Market or our own quoted prices, as specified in the Contract Specifications. Charges for opening and closing Transaction will depend on the account type you hold. For the latest account details, please visit our website.

- 14.2. The rates we quote are valid only at the moment they are provided and may change at any time. You acknowledge that our spreads and the spreads in the underlying market may vary significantly under certain conditions. These may differ from the examples shown in the Contract Specifications, and there is no fixed limit on how wide spreads can be. When you close a Transaction, the spread may differ, either narrower or wider, than when the position was opened. For Transactions placed when the underlying market is closed or does not exist, we will quote prices based on what we reasonably believe to be the current market value. These prices and spreads are determined at our reasonable discretion and reflect our assessment of the market at that time.
- 14.3. You may request to quote to open or close all part of a Transaction during the normal trading hours of the relevant instrument.
- 14.4. If we decide to provide a quote, it may be communicated to you by phone, via our Online Facility, or through any other method we may notify you of. These quotes are not binding offers to enter a trade. You must initiate an offer to open or close a Transaction, which we may accept or reject at our discretion until the transaction is executed or your offer is withdrawn. A Transaction is considered valid only once your offer has been received and accepted by us. Our confirmation of the trade terms will serve as evidence that the Transaction has been successfully executed. In any event, we reserve the right to reject your offer at the level quoted if any of the following factors are not satisfied:
 - a) the quote has been obtained from us in accordance with these Terms;
 - b) the quote is not expressed as being given on an 'indicative only' or similar basis;
 - c) if you obtain the quote by telephone, it must be given by a dealer employed by us, and your offer to open or close the Transaction must be made during the same telephone conversation in which you obtained the quote. The dealer giving the quote must not have informed you, before you make the offer to open or close the Transaction, that the quote is no longer valid;
 - d) if you obtain the quote electronically via our Online Facility, your offer to open or close the Transaction and our acceptance of your offer must occur while the quote is still valid;
 - e) the quote must not be manifestly erroneous;
 - f) when you offer to open a Transaction, the number of shares, contracts or other units in respect of which the Transaction is to be opened must be neither smaller than the Minimum Size nor larger than the Normal Market Size;
 - g) when you offer to open a Transaction, the number of shares, contracts, or other units in respect of which the Transaction is to be opened must be neither smaller

than the Minimum Size nor larger than the Normal Market Size;

- h) when you offer to close part but not all of an open Transaction, both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the Minimum Size;
- i) a Force Majeure event must not have occurred;
- j) when you offer to open a Transaction, an Event of Default must not have occurred in respect of you, nor must you have acted in such a way as to trigger an Event of Default;
- k) the telephone or electronic communication in which you offer to open or close the Transaction must not be terminated before we have received and accepted your offer; or
- l) when you offer to open or close any Transaction, the opening of the Transaction must not result in your exceeding any credit or other limit placed on your dealings.

14.5. We reserve the right to decline any request to open or close a Transaction that exceeds the Normal Market Size. If you request a quote for a Transaction at or above this size, we do not guarantee that our price will align with a specific percentage of the price quoted in the Underlying or related market. Additionally, our acceptance of such offers may be subject to specific terms or requirements, which we will inform you of at the time of acceptance. You may request information on the Normal Market Size for any given instrument at any time.

14.6. If our quoted price moves in your favor before we accept your offer to open or close a Transaction (for example, if the price decreases while you are buying or increases while you are selling), you acknowledge that we may, but are not obligated to, offer you the improved price.

14.7. If an instrument is listed on multiple Underlying Markets, including one primary market, you agree that we may, but are not required to, calculate our bid and offer prices based on the combined pricing across all relevant Underlying Markets. Where an Instrument trades on multiple Underlying Markets, one of which is the primary Underlying Market, you agree that we may but are not required to base our bid and offer prices on the aggregate bid/offer prices in the Underlying Markets.

15. Instructions to the Client and Communication with us

15.1. If information has not been communicated through approved channels, or if any instruction or information has been misunderstood or misinterpreted, you are responsible for making the necessary amendments, and we accept no liability for any loss, financial or otherwise, related to the instruction.

15.2. We accept no liability for any loss resulting from delayed or undelivered communication sent by us to you.

- 15.3. Timing is crucial when trading Leveraged Products. You are responsible for ensuring that all communications pertaining to your transactions with us are timely.
- 15.4. We will carry out any instruction received from you without further inquiry. However, we retain the right to accept or decline any instruction in full or in part. We may reach out to you if we plan to execute transactions in a way that diverges from your typical trading patterns (for example, if your account balance often leads to negative equity, we may suggest trading with a higher margin requirement).
- 15.5. We may confirm any instructions received from you using any durable method or telephone. However, you should refrain from communicating with our employees through unapproved or unauthorized channels, such as personal mobile phones or personal accounts. All official communication must occur exclusively through the company's designated domain, LandmarkMarkets.com.
- 15.6. If you have designated an Authorised Representative to act on your behalf and wish to revoke their authority, please inform us in writing immediately. Until we have processed this notice, any instructions from the Authorised Representative will be considered valid and binding on you.
- 15.7. Important information regarding order execution can be accessed through the Software, trading platforms, or direct platform, where you can download reports with details on order execution and status, as well as review the current and historical state of your trades and accounts. We may not provide account statements or details in any format other than what is mentioned above.
- 15.8. All orders to trade financial instruments are definitive and cannot be cancelled or deleted, except where permitted by the Software or as otherwise outlined in our legal documentation.
- 15.9. You agree that instructions may be recorded, replicated, or stored, or any combination of these actions, and will be admissible as evidence in any court, arbitration, or other proceedings.
- 15.10. The Company may rely on and act upon any instruction or communication that appears to be made by individuals authorized by the Client. This includes communications from persons that the Client has notified the Company, in writing (including via telefax and e-mails), as authorized to provide instructions regarding the trading account. Such instructions will be honored unless the Company has received written notice to the contrary, irrespective of whether the authority of any such person has been revoked.
- 15.11. We are entitled (but not obliged) to act upon or rely on any instructions, even if they are made fraudulently or conflict with other instructions or mandates provided by you at any time. We may delay or refuse to execute an instruction if there are concerns about its content, validity, or authenticity until those concerns have been satisfactorily resolved.
- 15.12. You bear sole responsibility for the accuracy and completeness of all your instructions (including those sent by your Authorized Users) to us. We are not liable for any errors, omissions, mutilations, interruptions, or delays arising from the transmission of such instructions.

15.13. We are authorized to accept, act upon, and rely on all instructions as valid and accurate, and we are under no obligation to:

- a) verify the authenticity or validity of any instructions,
- b) verify the identity or authority of any individual providing an instruction, or
- c) seek your prior approval before acting on any instruction.

15.14. However, at our absolute discretion, we may take steps to ascertain the validity, authenticity, and origin of any instruction.

15.15. After an instruction has been submitted, we may not be able to process a request for cancellation, reversal, or amendment of a prior instruction. If you request the cancellation or modification of any instruction for any reason, we will make reasonable efforts to comply. However, we are not liable for any failure to cancel or amend the instruction if such a request is made at a time or under circumstances that prevent us from fulfilling it.

15.16. We accept no responsibility for any delays in effecting a transaction due to time constraints, time zone differences, or regional holidays.

15.17. You may instruct us to forward certain information to third parties on your behalf. If we agree to carry out such a request, we will use reasonable efforts to forward the information to the recipient and address specified in the relevant instruction within a reasonable timeframe. It is your responsibility to ensure that the information provided for forwarding is complete, accurate, and does not give rise to any claims against us, including but not limited to defamation, privacy violations, or infringement of third-party rights.

15.18. You acknowledge and accept the risk that Instructions may be intercepted, monitored, amended, corrupted, contain viruses, or be otherwise interfered with by third parties and acknowledge and agree that we are not responsible or liable to you or any third party for, and you waive any and all claims in respect of, any losses arising from the same.

15.19. Regarding the Client's instructions and orders:

- a) The Client can provide written instructions using the format specified by the Company, permitting the Company to communicate with the Client or their authorized representatives through registered electronic mail (e-mail).
- b) For written confirmations of the Client's instructions given via phone or fax, the Client must explicitly indicate in the written confirmation that it pertains to the phone or fax instructions. If such confirmation is not provided, the Company will not be responsible for any risks related to potential duplications.
- c) The present instructions and discharges remain valid and binding on the Client as well as on any representative appointed or to be appointed by the Client until and unless a written revocation of the same is received by the Company. The current instructions and releases will remain in effect and binding on the Client and any representative designated or to be designated by the Client until the Company receives a written

revocation of the same.

- d) Any instructions or communication to be given to the Company by the Client under this Agreement shall be in writing and sent to the Company at the official address appearing in this Agreement or otherwise as notified to the Client, in the manner specified in this Agreement.
- e) The Company will account to the Client for any transaction effected on the Client's behalf within a reasonable time after the date on which the transaction was effected and confirmations generated once relevant orders confirmation available in line with the instruments involved.
- f) Unless the Client avails itself of a hold mail arrangement, all written communication by the Company to the Client under this Agreement shall be sent to the last address notified to the Company by the Client.
- g) All telephone conversations with the Client for negotiating, agreeing, arranging, and confirming transactions and for the passing of instructions may be recorded by the Company in accordance with the Laws of St. Lucia.
- h) Other rules, as set out in the Terms and Conditions.

16. Dealing Procedures

- 16.1. Once a Transaction has been executed, either fully or partially, you cannot cancel the portion that has already been completed.
- 16.2. We reserve the right to limit the number of open positions you may hold in your account. At our sole discretion, we may refuse to accept any request to open a new position or increase an existing one. We are not obligated to accept, execute, or cancel any part of a Transaction initiated through an Electronic Trading Service. Additionally, we are not responsible for any incorrect or undelivered instructions and may execute orders based solely on the terms we actually receive.
- 16.3. We are not obligated to act on or execute any Transaction if we reasonably believe that your representative or agent is acting beyond their authority. If a Transaction is executed before this belief arises, we may, at our discretion, either close it at the current market price or consider it void from the start. This clause does not impose any duty on us to verify the authority of any agent acting on your behalf.
- 16.4. We are under no obligation to open or close a Transaction if doing so appears impractical or would violate any applicable law, regulation, or term. If we identify such an issue after a Transaction has been opened, we may choose to close it at the prevailing bid (for sell orders) or offer (for buy orders) price or declare the Transaction void from inception.
- 16.5. If a situation arises that is not explicitly addressed in these Terms or the Contract Specifications, we will act in good faith and with fairness. Our decision will consider common market practices and, when relevant, how our own hedging broker treated the

same or a related Transaction.

- 16.6. If you open a Sell position on an Instrument, we may pass on to you any stock borrowing fees incurred on our end. If you fail to pay these charges or if we can no longer borrow the instrument in the underlying market (and we notify you accordingly), we reserve the right to close your position immediately, which may result in a loss. Furthermore, you agree to reimburse us for any fines, penalties, liabilities, or similar charges (including buyback fees) imposed by any exchange, market, or regulatory body in connection with your trade or our related hedge.
- 16.7. In the event that you open a Transaction in relation to an Underlying Instrument that is a share, and that underlying share becomes un-borrowable (either from the outset or our brokers/agents have recall from us a stock that we have already borrowed against) so that we are unable to hedge against losses that we may incur in relation to that Transaction we may, at our absolute discretion, take one or more of the following steps:
 - a) increase your Margin requirements;
 - b) close the relevant Transactions at such Closing Level as we reasonably believe to be appropriate;
 - c) alter the Last Dealing Time for the relevant Transaction.

17. Opening a Transaction

- 17.1. You will open a Transaction by 'buying' or 'selling'. In these Terms a Transaction that is opened by:
 - a) 'buying' is referred to as a 'Buy' and may also, in our dealings with you, be referred to as 'long' or 'long position'; and
 - b) 'selling' is referred to as a 'Sell' and may also, in our dealings with you, be referred to as 'short' or 'short position'.
- 17.2. A Transaction must always be made for a specified number of shares, contracts or other units that constitute the underlying instrument.
- 17.3. Each Transaction opened by you will be binding on you notwithstanding that by opening the Transaction you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.
- 17.4. When you open and when you close a Transaction, you may be required to pay us a Commission that is calculated as a percentage of the value of the opening or closing Transaction (as applicable) or as an amount per equivalent Instrument or Instruments on the Underlying Market or on any other basis agreed between ourselves in writing. Our commission terms will be notified in writing to you, however, in the event that we do not notify you of the commission terms, we will charge the standard commission rate as published on our website or, if no rate is published, %0.01 of the value of the opening or closing Transaction (as applicable).

- 17.5. Unless we agree otherwise, all sums payable by you pursuant to this Futures Agreement upon opening a Transaction are due and must be paid upon the Opening Level of your Transaction being determined by us.
- 17.6. All fees payable pursuant to this clause and this Agreement will be subject to the clause 10 of this Agreement.

18. Multiple Transactions

- 18.1. MT4: In the case of trading on the MT4 platform:

- i. where you have entered a buy Transaction and you subsequently open a sell Transaction in respect of the same instrument at a time when the buy Transaction remains open, then both transactions will exist simultaneously on the trading system including relevant margin requirements;
- ii. where you have opened a sell Transaction and you subsequently open a buy Transaction in respect of the same instrument at a time when the sell Transaction remains open, then both transactions will exist simultaneously on the trading system including relevant margin requirements.

- 18.2. MT5: In the case of trading on the MT5 platform:

- 18.2.1. where you have entered a buy Transaction and you subsequently open a sell Transaction in respect of the same instrument at a time when the buy Transaction remains open, then:

- 18.2.2. if the size of the Sell order is less than the size of the buy Transaction, we will treat the offer to sell as an offer to partly close the buy Transaction to the extent of the size of the sell Transaction;

- i. if the size of the sell Transaction is the same as the size of the buy Transaction, we will treat the offer to sell as an offer to close the buy Transaction entirely;
 - ii. if the size of the sell Transaction exceeds the size of the buy Transaction, we will treat the offer to sell as an offer to close the buy Transaction entirely and open a sell Transaction position equal to the amount of such excess.

- 18.2.3. In the case of trading on the MT5 platform, where you have opened a sell Transaction and you subsequently open a buy Transaction in respect of the same instrument at a time when the sell Transaction remains open, then unless you instruct us to the contrary:

- i. if the size of the buy Transaction order is less than the size of the sell Transaction we will treat the offer to buy as an offer to partly close the sell Transaction to the extent of the size of the buy Transaction;
 - ii. if the size of the buy Transaction order is the same as the size of the sell Transaction we will treat the offer to buy as an offer to close the sell Transaction

entirely;

iii. if the size of the buy Transaction order exceeds the size of the sell Transaction we will treat the offer to buy Transaction as an offer to close the sell Transaction entirely and open a buy Transaction equal to the amount of such excess.

19. Closing a Transaction

19.1. In relation to trading on the MT4 platform and MT5 platform, to close any Transaction in whole or in part you must enter into a second Transaction in relation to the same Reference Asset as the first Transaction but you must sell if the first Transaction was a purchase and you must purchase if the first Transaction was a sell.

19.2. In addition, when trading on the MT5 platform, we will net your first and second Transaction, and the aggregate position shall be displayed on your trading platform.

19.3. Spreads, including market Spreads, can and do widen significantly in some circumstances; they may not be the same size and there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions effected when the Market or Underlying Market of any Reference Asset is closed or in respect of which there is no Market or Underlying Market for the Reference Asset, the bid and offer price figures that we quote will reflect what we believe the market price in an investment would be at that time. Such figures will be set by us at our reasonable discretion. Our quotation is not guaranteed to be within any specific percentage of the quotation of the Market or Underlying Market of the Reference Asset, and the Spread quoted by us will reflect our view of prevailing market conditions. You agree not to use our bid and offer prices for any purpose other than for your own trading purpose, and you agree not to distribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes.

19.4. If you approach us to close out a trade which has been entered into between us, we are under no obligation to do this. Where we agree to do this, we will calculate the close out value of the trade based on prevailing market conditions and may include associated costs arising from the close out in this figure. The close out value may be due from you to us or from us to you depending on the trade and may be substantial.

19.5. In addition to our rights at clause 34 of this agreement, we may close any Transaction in our sole discretion at any time without notice in the event that:

- if it is a 'sell' Transaction, and due to illiquidity in the relevant Reference Asset we are unable to borrow a sufficient number of such Reference Asset to settle any underlying hedge position in respect of the Transaction; or
- if we are required, at any time, by a lender to return any Reference Asset borrowed by us which relates to a Transaction and we are then unable to maintain a hedge position in respect of that Transaction; or
- if at any time we are otherwise unable to establish or maintain a hedge position or

any other hedging disruption occurs in respect of a Transaction or the continuation of any such hedge or hedging disruption is likely, in our reasonable judgment, to become more burdensome to us.

- 19.6. With respect to any Transaction that is closed out by us pursuant to or as contemplated by the terms of these Terms:
 - a) except as may be otherwise specified in these Terms, the Closing Date will be the date designated by us to you and at a closing price as determined by us;
 - b) no further payments or deliveries are required to be made on or after the Closing Date, except for settlement payments as provided below; and
 - c) any and all amounts payable by either party in settlement of such Transaction are immediately due and payable.
- 19.7. Any and all obligations arising or existing between us as a result of the close-out of one or more Transactions will be satisfied by the net settlement (whether by payment, setoff or otherwise) of all amounts due and payable between us, and the net amount determined to be payable by either party will be immediately due and payable.
- 19.8. In the event of any dispute regarding any transaction, we may in our absolute discretion cancel, terminate, reverse or close out the whole or part of any position resulting from and/or relating to such transaction. Undated Transactions Subject to these Terms and any requirement we may specify in relation to any Linked Transactions, you may close an open Undated Transaction or any part of such open Undated Transaction at any time.
- 19.9. Subject to these Terms, when you close an Undated Transaction, the Closing Level will be, if you are closing an Undated Buy Transaction, the lower figure then quoted by us and, if you are closing an Undated Sell Transaction, the higher figure then quoted by us.

20. Expiry Transactions

- 20.1. Unless otherwise informed, if you do not close an Expiry Transaction on or before the Last Dealing Time then we will close your Expiry Transaction as soon as we have ascertained the price of the Expiry Transaction. The price of the Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant exchange, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that we apply when such an Expiry Transaction is closed. Details of the Spread that we apply when a particular Expiry Transaction is closed are available on request.
- 20.2. It is your responsibility to make yourself aware of the Last Dealing Time and of any Spread that we may apply when you close an Expiry Transaction.
- 20.3. We do not automatically roll over to the next contract period those of your Transaction(s) which at the end of its set contract period will expire automatically. You acknowledge that it is your responsibility to make yourself aware of the next applicable contract period for a Transaction and that effecting the rollover of a Transaction may result in you incurring losses on your account. Any agreement as to roll over is entirely at our

discretion and we reserve the right to refuse to rollover a Transaction or Transactions, despite any instruction you have given us. Where we do effect a rollover, the original Transaction will be closed at or just prior to the Last Dealing Time and become due for settlement and a new Transaction will be created; such closing and opening trades will be on our normal terms.

21. Hedging Disruption

- 21.1. Notwithstanding anything to the contrary in these Terms, if we determine that a hedging disruption has occurred, or is likely to occur, we reserve the right to take necessary action. This includes disruptions resulting from delays, interruptions, suspensions, or reductions in payments or settlements related to any transaction or asset that we consider essential for hedging our price risk on your Transaction.
- 21.2. Whether the hedging disruption arises due to a hedging counterparty failing to meet its obligations or for any other reason, you will be responsible for any additional costs or expenses we incur as a result (including the costs of unwinding, setting up, or adjusting a hedge). We will notify you of such charges and may either deduct them from your account or require payment from you. Failure to make the required payment in full and on time will be treated as an event of default.

22. Market Suspension and Delisting

- 22.1. If trading in a Reference Asset listed on a market is suspended at any time, we will determine the value of the related Transaction based on the last traded price prior to the suspension. If no trades occurred on the Business Day of the suspension, we may reasonably determine a closing price.
- 22.2. If the suspension continues for five (5) Business Days, both parties may, in good faith, agree on a Closing Date and a value for the Transaction. If no agreement is reached, the Transaction will remain open until the suspension ends or the Transaction is otherwise closed in line with this clause. During such a suspension, we reserve the right to terminate the Transaction at our discretion or adjust Margin requirements and rates.
- 22.3. If the market on which the Reference Asset is primarily traded announces under its rules that the asset will no longer be listed, traded, or quoted, and it is not promptly re-listed or quoted on another venue in the same country or jurisdiction, the date of such announcement (or the actual cessation date, if earlier) will be considered the Closing Date. We will determine and notify you of the closing price.

23. Overnight Financing and Rollover

Rolling Daily Transactions and Undated CFD Contracts are available across various Markets

and Underlying Markets, each of which operates under its own conditions and spread parameters which may be adjusted at our discretion. These contracts automatically roll over into the next trading session without requiring manual intervention. If you maintain an open position beyond the close of a trading session, a Daily Financing Fee, either a debit or credit will be applied to your account accordingly.

24. Credit

Any credit facility made available to you will be outlined separately and will be subject to specific terms, conditions, and limits as agreed upon in individual correspondence. We reserve the right to modify or withdraw any such credit arrangement at our discretion and without prior notice. You acknowledge that trading on credit with us does not limit your potential losses. Neither the credit limit assigned to your account nor the Margin you have deposited serves as a cap on your financial liability. You acknowledge and agree that your financial liability to us may exceed the level of any credit or other limit placed on your account.

25. Set-Off

- 25.1. We reserve the right, at any time and without prior notice, to offset any amount we owe to you against any amount you owe to us or our affiliates. This includes, but is not limited to, losses or other liabilities, whether they are current or future, fixed or contingent, and whether or not they arise under these Terms. This right applies regardless of the currency in which the obligations are denominated.
- 25.2. If the obligations involved in the set-off are in different currencies, we may convert one liability into the other using a reasonably determined exchange rate. Exercising our set-off rights does not affect any other rights or remedies we or our affiliated companies may have under these Terms or by law.

26. Manifest Error

- 26.1. We reserve the right, without your prior consent, to either void a Transaction from inception or amend its terms if it involves a *Manifest Error*. If we opt to amend the Transaction, we will do so at a level we reasonably determine would have been fair at the time the trade was executed. In determining whether an error qualifies as a Manifest Error, we will act reasonably and may consider relevant factors such as the conditions of the Underlying Market at the time or inaccuracies or ambiguities in the data or sources used to derive our quoted prices. Any financial decisions you made in reliance on the Transaction such as entering or avoiding other commitments will not be considered in our determination.

- 26.2. Provided there is no fraud, intentional misconduct, or negligence on our part, we will

not be liable for any loss, cost, claim, or expense resulting from a Manifest Error. This applies even when the error originates from a third-party source, commentator, or official we reasonably relied upon.

26.3. If a Manifest Error occurs and we exercise our rights under this clause, and you have received funds from us in relation to the error, you agree that such funds are repayable and must be returned to us promptly and in full.

27. Margin Payments

27.1. We may enter into transactions in options, futures or contracts for difference which will, or may, result in you having to provide margin payments, being a deposit of cash to cover any unrealised losses which have occurred or may occur in relation to your investments. Subject to our standard terms and conditions and the acceptance of your application to open an account with us, will provide you with execution only services in relation to contracts in Foreign Exchange (FX) and Contracts for Difference (CFDs) where the underlying investments or products include foreign exchange contracts, metals, equity indices and commodities. The orders for executions of transaction are strictly based on STP “Straight Through Processing” by which all margins provided are the ones directly from the liquidity provider.

27.2. Payments may be required both on entering into a transaction and on a daily basis throughout the life of the transaction if the value of the transaction moves against you. The movement in the market price of your investment will affect the amount of margin payment you will be required to make.

27.3. To enter into a leveraged Transaction you may need to deposit money with us as Margin. Margin is typically a relatively small proportion of the overall contract value. *“For example- a contract trading on leverage of 100:1 will require Margin of just %1 of the contract value. This means that a small price movement in the underlying will result in large movement in the value of your trade – this can work in your favour, or result in substantial losses”*. (Important note: the above example is for the purpose of reference only)

27.4. 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. It is your responsibility to monitor your trading account and you should not rely on our right to call you for margin as a means of monitoring your account. Margin calls are made as a matter of courtesy and we are not obliged to make margin calls to clients.

27.5. You may lose your initial deposit and be required to deposit additional Margin in order to maintain your position. If you fail to meet any Margin requirement your position will be liquidated and you will be responsible for any resulting losses.

27.6. Margin may be provided in the form of cash or other assets acceptable to us at our

discretion.

27.7. If you fail to provide Margin when required to do so we (or any applicable exchange, clearing house or counterparty) may close out your positions and exercise the rights described in under Clause 19. Failure to provide Margin may lead to us closing out any or all of your trading positions. We will have the right to do this at any time when you fail to provide Margin. We will additionally have the right to close out your positions in any other circumstances provided in these Terms.

28. Market Conduct

Notwithstanding any other terms in this Agreement, we reserve the right to take any action we reasonably deem necessary to ensure compliance with Market Rules, anti-money laundering regulations, and all other applicable laws, rules, and regulatory requirements. This may include, without limitation, selling or closing any or all of your open Transactions. Additionally, we may report any Transaction executed by you or on your behalf to the relevant regulatory authority, in accordance with applicable Market Rules.

29. Improper Trading

29.1. We do not guarantee the performance, speed, or uninterrupted availability of our online trading platforms (MT4/MT5), and they may be subject to system errors or internet disruptions. To the fullest extent allowed by law, we disclaim all liability for: (i) any direct or indirect loss or damage you may incur due to delays, interruptions, or system failures experienced while using our trading platforms, regardless of duration; (ii) any direct or indirect loss or damage resulting from improper, illegal, or unfair trading practices, whether committed by you or a third party, as reasonably determined by the Company; (iii) any direct or indirect loss or damage resulting from your failure to use the most current version of our trading platform.

29.2. If we have reason to believe that you or any associated party has engaged or may be engaging in improper, illegal, or unfair trading practices, we may immediately suspend the relevant trading account(s) while an investigation is carried out.

29.3. Latency trading is characterised by a high volume of transactions which are opened and closed within an unusually short period of time as compared to the 'average' client, with a disproportionate number placed advantageously between price of trade and price of Underlying Market instead of the 'random distribution' that would be expected when the trading platform is used 'fairly'. Where we believe, in our reasonable judgment, that latency in the trading platform is being unfairly exploited by you, we may at our absolute discretion to:

- i. Void all affected trades;
- ii. Return only your deposited funds (after deducting any prior withdrawals);
- iii. Close your trading account.

30. Understanding of both Parties

- 30.1. We will engage in transactions with you and finalize them in good faith.
- 30.2. You acknowledge and accept that all your orders are executed over-the-counter (OTC), meaning they are not executed on a regulated market or organized trading facility. By accepting this Agreement and placing any order with us, you provide your prior express consent to execute your orders outside a trading venue. This consent is provided generally and not for individual transactions.
- 30.3. We will take all reasonable and necessary steps to ensure compliance with applicable rules and regulations. Therefore, you agree to abide by any decision we make to comply with any rule, regulation, or obligation of the Company.
- 30.4. Any links to third-party websites and resources provided via our website, software, or direct platform are for informational purposes only. We have no control over the content, quality, or security of the information on these websites or resources and therefore cannot be held responsible for any losses that may arise from your use of them.
- 30.5. We take reasonable care to ensure the accuracy and completeness of any information or content, including third-party features, on our website, software, direct platform, and email communications. However, some information may be provided 'as is' and on an 'if available' basis, and we cannot give any warranties or representations, either expressed or implied, related to these features and any third-party information.
- 30.6. We reserve the right to amend product specifications and conditions available on our website as necessary. You should remain updated on our product specifications and conditions, as well as any other relevant information. You must take necessary actions to protect your interests if you believe you may be affected by any such amendments. You will continue to be bound by this Agreement in the event of any amendments. However, you retain the right to terminate the Agreement without penalty, subject to any existing obligations.
- 30.7. We may remove any products offered or cease providing you with the ability to place an order at any time. If you have an open position in a product we no longer provide, you are responsible for cancelling or closing such a position during the allowed time. Otherwise, we will close the position at the last available price for the relevant instrument. Any open positions on CFDs with an expiration date will be automatically closed at the end of the last trading day.
- 30.8. Margin Requirements for Clients;
 - a) We reserve the right to adjust margin requirements and consequently alter leverage ratios offered without prior notice.

- b) Clients are encouraged to regularly review the current margin requirements displayed on our website.
- c) To provide our services, we may enter into agreements with external service providers for any activity and/or operation. This includes, but is not limited to, agreements between the Company and external providers.

30.9. Where your relationship with us involves authorised persons, all obligations and liabilities under the Agreement shall be joint and several. Any communication, including notices and orders, shall be considered delivered to all persons constituting the Client.

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

30.11. If you breach any term contained in the Agreement (or if we have reasonable grounds to believe you may be in breach), we reserve the right to temporarily or permanently suspend your access to our software, direct platform, your account(s), or terminate the Agreement, or take any other actions as we deem fit.

30.12. By becoming a Client, you do not obtain any rights to our intellectual property or that of our partners. Our website, software, data, information, documentation, and/or creations are protected under applicable laws. You have no rights to these, either at the time of entering into the Agreement or at any future point. All rights are reserved, whether expressed or implied, and whether existing now or in the future.

30.13. You shall not cause or permit any actions that might endanger or damage our intellectual property or that of our partners.

30.14. You understand that you shall not copy, reproduce, duplicate, translate, or assume ownership of any rights belonging to our partners.

31. Conflict of Interest

In the event that a conflict of interest arises and the Company becomes aware of it, we are obligated to manage the situation appropriately and in line with our internal procedures.

For more information, please refer to our “Conflict of Interest Policy” available on the Landmark Capital Markets Ltd. website. Where a conflict cannot be effectively mitigated, we will disclose the general nature and source of the conflict to you.

32. Termination of Agreement

- 32.1. Either party may terminate this Agreement at any time and for any reason by providing the other party with thirty (30) days' prior written notice.
- 32.2. The Company reserves the right to terminate this Agreement with immediate effect if required to do so by a competent regulatory authority.

32.3. The availability of any Service under this Agreement or any other services listed on our website is entirely at our sole discretion. We may close, suspend, or permanently discontinue any service, in full or in part, at any time and for any reason. Except in the case of Third-Party Services, we will provide you with reasonable notice before such action is taken.

32.4. Notwithstanding, the Agreement will automatically terminate in the following events:

- i. If the Client is an individual, termination may occur upon the Client's death, mental incapacity, or declaration of bankruptcy; or
- ii. If the Client is a corporate entity, termination may occur upon the initiation of winding-up, liquidation proceedings, or any similar process in any applicable jurisdiction;
- iii. Termination of the Agreement will not affect the completion of any transactions that have already been initiated prior to termination.

32.5. Any provisions relating to or containing disclaimers, limitations on liability, indemnities, disclosure of information, rights of retention and security over any assets, set-off and tax will survive the termination of this Agreement.

33. Consequences of Termination

33.1. Upon termination of this Agreement, the Company will promptly complete all transactions that were in progress at the time of termination. All outstanding fees, charges, and expenses incurred up to the point of termination or as a result of the termination will become immediately due and payable.

33.2. Termination does not affect any rights or obligations that have already accrued, any existing commitments, or any provisions of the Agreement intended to survive termination. Termination will occur without penalty or extra charges, except that the Client shall be responsible for: (i) any periodic fees owed to the Company, calculated on a pro-rata basis up to the termination date; (ii) any reasonable costs incurred by the Company in the process of terminating the Agreement; and (iii) any losses that arise as a necessary result of settling or concluding outstanding obligations.

34. Our Rights

34.1. We are entitled in our sole discretion to freeze, block transactions or put a hold on an Account or monies in an Account at any time if:

- a) in our opinion, there is any breach of Applicable Law;
- b) you have breached this Agreement or any other Additional Terms or Policies available on our website;
- c) the Account has a debit balance and in such case you will be obliged to pay us the

amount of any debit balance and other applicable charges;

- d) we receive written confirmation or other evidence to our satisfaction of your or any Account holder's death or legal disability (or, if you are a legal entity, confirmation of dissolution) until the relevant court appoints the legal successor;
- e) we receive an order from a court or other regulatory authority, having jurisdiction over us, to suspend, freeze, block or put a hold on the Account;
- f) we believe that funds in your Account have been obtained through unlawful means or that your Account is being used to effect suspicious transactions. In such a case, we may require you to provide any necessary documentation to verify the legality of the transactions in question;
 - i. you do not comply with any of our requests;
 - ii. so required due to our policies or Applicable Law; or
 - iii. there are any other valid reasons why we consider it is necessary to do so.

34.2. We are not responsible for any loss to you arising out of any Account or transactions, as applicable, being suspended, frozen, blocked or put on hold.

34.3. We are entitled to, and you authorize us to, debit the Account (in case of insufficient balance to overdraw the Account) if we have credited any funds to the Account in error without any liability on us. You hereby waive any right to file any claim or lawsuit against us as a result of exercising our right under this clause.

34.4. If you provide notice under clause 32.1, we reserve the right to refuse to allow you to enter into any further positions or orders which may lead to you holding further open positions during the termination notice period.

35. General Restrictions

The Company shall not, without the written consent of the Client, have the power to commit the Client to supplement the assets in the Trading Account by borrowing on the Client's behalf or by committing the Client to a contract, which may require it to supplement such assets.

36. Dealing and Counterparties

36.1. In executing transactions for your account, the Company will always aim to achieve Best Execution. The Company has the discretion to choose the markets, exchanges, and counterparties it deems appropriate. You agree that all transactions will be carried out in accordance with the applicable rules and regulations of the relevant exchange or market, and the Company may take any necessary or permitted actions under those rules or accepted market practices.

36.2. Subject to applicable regulatory guidelines, the Company may combine your transactions with those of other clients, employees, or its Associates and their employees if:

- i) It reasonably believes such aggregation is unlikely to disadvantage any of the clients involved;
- ii) You have been informed that aggregation may, in some cases, result in a less favourable outcome for you, and this has been disclosed in writing;
- iii) The Company has recorded the method of allocation and identified your participation in the transaction; and
- iv) The Company will exercise good faith and due diligence in selecting and dealing with counterparties

36.3. You acknowledge and agree that the Company or its Associates may, either directly or indirectly, receive payments from third parties such as commissions, custody fees (retrocessions), or brokerage fees. This includes compensation linked to collective investment instruments in which your assets may be placed. You expressly consent to the Company retaining such payments. Additionally, you understand that the Company or its Associates may also pay commissions or fees to third parties.

37. Investments

37.1. If indicated in the applicable schedule and subject to any outlined restrictions or investment limitations, the Company may execute transactions in Investments and may settle or close out such transactions at its discretion, without needing prior approval or instruction from the Client.

37.2. The Company is authorized to debit your Account for any amounts necessary to fund or top up deposits or margin requirements in connection with such transactions.

38. Compliance with guidelines and regulations

38.1. We are bound by strict legal and regulatory obligations. We are not required to take any action that, in our reasonable opinion, may result in a breach of: (i) Applicable Law; (ii) any order from a competent court or authority with jurisdiction over us, any member of our Company, or you; (iii) duty of care; or (iv) economic, financial or trade sanction or embargo.

38.2. To ensure compliance with applicable laws, we may implement any necessary measures, including but not limited to:

- a) closing, suspending or freezing your Account, blocking your transactions or putting your Account or transactions on hold;
- b) suspending or terminating your use of any Service;
- c) investigating and intercepting payments into and out of any Account;
- d) investigating the source of or intended recipient of any funds; and
- e) reporting any suspicious or illegal activities or transactions to the competent authorities in the applicable jurisdictions.

38.3. You are required to comply with all applicable legal and regulatory obligations,

including but not limited to those concerning the prevention of bribery, corruption, fraud, money laundering, terrorist financing, and sanctions compliance.

- 38.4. We will not be responsible for, and you agree to indemnify and hold us harmless from, any loss, claim, demand, expense, damage, cost, penalties, charges or legal costs: (a) arising out of our compliance with any Applicable Laws or agreements with tax authorities; (b) arising out of any failure or shortfall by us to comply with our obligations; (c) caused by your breach or non-compliance with these Standard Terms and Applicable Laws; and (d) for any delays, suspensions, attachments, holds or any unavailability of funds due to our obligations under Applicable Law.
- 38.5. The Company is solely responsible for ensuring full compliance with the laws and regulations of St. Lucia and must maintain appropriate controls and procedures to meet those requirements, including any updates issued by the relevant authorities.
- 38.6. The Company is also responsible for adhering to any investment guidelines and limits set by the Client, as updated from time to time.
- 38.7. If any of these investment limits or guidelines are breached, the Company will notify the Client within a reasonable period from the time the breach occurred, where practical and advise on appropriate corrective measures.

39. Dispute Resolution

- 39.1. Should you have any disputes or concerns, contact our Client Support team at info@landmarkmarkets.com or via any of the available communication methods listed on the Landmark Capital Markets Ltd. website.
- 39.2. The Client must ensure that the dispute is submitted in detail and accurately, providing complete information on the relevant issue, along with the relevant evidence to support your dispute.
- 39.3. The Client agrees to send the dispute within 24 hours after the occurrence to our official communication method as stated in the Complaint Handling Policy, so that the Company may assist in resolving it faster.
- 39.4. The Company, after confirming receipt of the Client's dispute, shall treat the matter with absolute discretion and take the necessary actions to resolve it within a reasonable timeframe.
- 39.5. Where a dispute does not comply with the provisions of this Agreement or any of the policy on the website, or it is not expressed accurately or comprises obscene/rude words or includes offensive language or threats towards the Company or its representatives, the Company has the right to dismiss it without any prior notice to the Client or their authorised representatives.
- 39.6. A dispute will be treated as closed or resolved under the following circumstances:
 - i. Where the matter has been resolved by both parties;
 - ii. Where the Client has failed to provide or respond within 48 hours and adequately

to the Company's requests aimed at resolving the matter;

- iii. Where, upon the final decision by the Company, it is determined that no further action is required by the Client or the Company;
- iv. Where the Client has failed to indicate that the Company's response to the matter is unsatisfactory or substantiate the claim with relevant data within a reasonable timeframe.

39.7. The Client has the right to raise their dispute with the applicable regulatory authority in St. Lucia. However, if the matter has not been raised to the Company's attention first, the regulatory authority may choose not to attend to the matter.

39.8. The Client is encouraged to refer to the Company's Complaint Handling Policy available on our website for detailed procedures and guidelines.

40. Refusal of Complaint

- 40.1. The Company shall in its absolute discretion can refuse a complaint by a Client.
- 40.2. If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to file a complaint.
- 40.3. Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted
- 40.4. Complaints in regard to time of Order execution notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File recorded Order execution are not accepted.
- 40.5. No Client complaints will be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Companies afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.
- 40.6. In regard to all Disputes any references by the Client to the Quotes of other companies or information systems will not be taken into account.
- 40.7. The Client acknowledges that he/she will not be able to manage the position while the Dispute in regard to this position is being considered and no complaints in regard to that matter are accepted.
- 40.8. The Client acknowledges that the Company will not notify him/her that the Dispute has been resolved and the position has been reopened, and the Client shall be responsible for all the risks in this respect.
- 40.9. Once the Dispute has been resolved the Client has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.
- 40.10. The Company has the right to void any Transaction if the corresponding hedge trade has

been cancelled by a Liquidity Provider.

41. Force Majeure

- 41.1. The Company shall not be held liable in the event of force majeure or emergencies. Such events include, but are not limited to, trading suspensions or delays, wars, natural disasters such as earthquakes, disruptions, failures in communication networks, power outages, equipment malfunctions, software errors, or any other circumstances beyond the Company's direct or indirect control. This also covers incidents such as unauthorized access, theft, or technical issues that prevent the Client from accessing, cancelling, or modifying orders, or that hinder the Company from executing online actions or instructions.
- 41.2. If the Company identifies the presence of a force majeure event, it reserves the absolute discretion to take any of the following actions at any time, without prior notice to the Client:
 - i. Close any or all open positions, regardless of their status or levels.
 - ii. Suspend or modify any provisions of this agreement to the extent that compliance becomes impossible or impractical for the Company.
 - iii. Adjust the last trading time for a specific contract.
 - iv. Take or refrain from taking any actions deemed appropriate in light of the prevailing circumstances affecting the Company, the Client, or other parties.

42. Taxation

- 42.1. For the avoidance of doubt, the Client and their tax advisers are entirely and exclusively responsible for managing the Client's tax affairs.
- 42.2. You acknowledge and understand that we may be legally required or obligated under agreements with relevant tax authorities to report specific information about you and your relationship with us. This may include details about your Accounts and the Services we provide to you, which may be:
 - i. reported to tax authorities in the country where your Account is held, who may then share it with tax authorities in other countries where you may be liable for tax; or
 - ii. reported directly to the tax authorities in your country of citizenship, residency, or any other jurisdiction where we are reasonably required to determine or presume you have a tax obligation.

43. Indemnity

- 43.1. You agree to fully indemnify and hold us harmless from any losses, damages, liabilities,

claims, actions, legal proceedings, expenses (including legal and professional adviser fees), or any other form of liability we may incur as a result of:

- i. your use of our Services and/or any Digital Platform;
- ii. our acting upon, or choosing not to act upon, your instructions;
- iii. any actions by you or your Authorised Users that breach this Agreement, any related policies, website content, or applicable laws; and
- iv. any suspension, freezing, blocking, or holding of your Accounts or transactions.

43.2. The Company is not responsible for any claims, losses, or damages arising from the actions or omissions of third-party broker-dealers, agents, or other unrelated entities. You agree to indemnify and protect the Company from any liabilities related to such third-party conduct.

44. Limitation of Liability

- 4.1. The Company agrees to act in good faith and due diligence. To the extent permitted by the Laws of St. Lucia and their applicable Rules neither the Company nor any person employed by the Company shall be liable for any loss to the Client however arising except to the extent that such loss is due to the gross negligence, wilful default or fraud of the Company or its respective employees.
- 44.1. The Company is not responsible for any failure or misconduct by counterparties, fund houses, clearing institutions, or any third parties who may hold the Client's funds, investments, or related documents on their behalf.
- 44.2. The Client understands and agrees that the Introducing Broker (IB) is solely responsible for making the introduction to the Company. The Company is not liable for any actions, advice, losses, or agreements arising from the Client's interactions with the IB. This includes matters such as account opening, trading decisions, or financial arrangements.
- 44.3. The Client acknowledges that any engagement with the IB is based on their independent judgment and evaluation, and that the Company is not accountable for any statements or guarantees made by the IB regarding the Company's services or products.
- 44.4. The Company is not liable for incorrect payments made by the Client to service providers, utility companies, credit card institutions, or any other beneficiaries due to mistakes made by the Client such as providing incorrect account numbers or other details. The Client agrees not to hold the Company responsible for any errors or delays that are beyond its control, even if they result in service disruptions or failed transactions.
- 44.5. The Client understands and accepts that the Company may engage third-party Payment Service Providers (PSPs) to handle payment processing. The Client also agrees that all transactions carried out via these PSPs will be governed by the terms and conditions set by the respective service providers.
- 44.6. The Client acknowledges and agrees that the Company bears no responsibility for any losses, damages, or liabilities resulting from the use of third-party Payment Service

Providers (PSPs). This includes, but is not limited to, unauthorized transactions, mistakes, or failures by the PSPs. The Client agrees to indemnify and hold the Company harmless from any claims, demands, or liabilities related to the use of such PSPs.

- 44.7. The Client understands and agrees that the Company will not issue any refunds or reimbursements for transactions carried out through third-party PSPs. Any issues, disputes, or refund requests must be taken up directly with the respective PSP, and the Client agrees to resolve such matters without involving the Company.
- 44.8. The Company shall not be held responsible for any claims, losses, damages, liabilities, legal actions, costs, or expenses (including legal or professional advisory fees) of any kind that arise from or relate to:
 - i. any force majeure event as outlined in clause 41.1;
 - ii. the termination, suspension, or interruption of any service or Approved Third Party Platform, whether in full or in part;
 - iii. any misuse of the Company's services due to the Client's failure to apply reasonable security measures or comply with these Standard Terms; and
 - iv. the Client's general use of the Company's services.
- 44.9. The Company expressly disclaims any liability for loss or damage suffered by the Client either (i) while the Company is acting in good faith and in accordance with this Agreement, or (ii) as a result of the Client's breach of this Agreement.
- 44.10. The Company is not liable for indirect or consequential losses that arise as side effects of a primary loss, particularly those that were not reasonably foreseeable by either party. Even if the Client has informed the Company of the possibility of such losses or special circumstances, the Company is not liable for such indirect consequences.
- 44.11. The Company makes no guarantees or warranties, whether express or implied, regarding any third party or the quality, suitability, merchantability, or fitness for any specific purpose of any Approved Third-Party Platform. The Company accepts no liability in connection with them.
- 44.12. The Company does not guarantee the performance or profitability of the Client's Trading Account or any part of it. The Client understands that all investments involve market risk and accepts the possibility of incurring losses.
- 44.13. We are not liable to you for any loss of profit or opportunity.
- 44.14. We make no representation and provide no warranty whatsoever, expressed or implied, and we will not have any liability in respect of any third party or any use or purpose of any approved third-party platform.
- 44.15. The Company shall decline to act for that Client, if the Company is unable to ensure fair treatment for the Client.

45. Written Notice

Any Written Notice given under this Agreement may be made as follows:

- a) The internal messaging system within the Trading Platform;
- b) The Company's official email address;
- c) Registered postal mail sent to or from the Company; or
- d) Announcements posted in the *Company Announcements* section of the official Website.

46. Client's warranties

- 46.1. The Client represents and warrants that it has the full legal capacity and authority to engage the Company under the terms of this Agreement. The Client further confirms that the Trading Account is not subject to any liens or charges, and no such encumbrances will arise due to the Client's actions or omissions.
- 46.2. The Client agrees not to deal with, or authorize any third party to deal with, any assets in the Account except through the Company.
- 46.3. The Client warrants that all information provided to the Company, specifically regarding tax residence and domicile status, is accurate and complete. The Client agrees to supply any additional information reasonably requested by relevant authorities and will immediately notify the Company of any material changes to the information previously provided.

47. Amendments

The Company reserves the right to amend, revise, or update any part of this Agreement at any time, at its sole discretion, without prior notice or liability to the Client. Any such changes will take effect immediately upon being published or communicated through any method the Company considers appropriate.

By continuing to trade with us or maintain an active account, you are deemed to have accepted and agreed to the updated terms. If you do not agree to the amendments, it is your responsibility to close your account as soon as reasonably possible.

48. Assignment and Delegation

- 48.1. You are not permitted to transfer your rights or assign your responsibilities under this Agreement to any other party without obtaining our prior written approval.
- 48.2. With the Client's consent, the Company may appoint a suitable Associate to act as its replacement. In doing so, all rights, responsibilities, and benefits under this Agreement will be transferred to the appointed Associate.
- 48.3. The Company may, by providing at least 10 days' prior notice to the Client, delegate

any of its duties under this Agreement to a connected party or Associate and may share relevant Client and Account information with them. If the Client does not respond within this 10-day period, consent will be considered granted.

- 48.4. The Company may also hire agents (including Associates) to carry out administrative, trading, or related support services necessary for fulfilling its obligations under this Agreement, with 10 days' prior notice to the Client. The Company will ensure it selects and uses such agents in good faith and with due diligence. If the Client does not respond in writing within 10 days, approval is deemed given.
- 48.5. You are not allowed to create any form of security interest, such as a lien or charge, over your rights under this Agreement, including rights related to deposits we hold for you.
- 48.6. We may transfer, assign, or delegate our rights or responsibilities under this Agreement, in part or in full, to another party by giving you at least seven (7) Business Days' notice, in accordance with clause 45, without your prior consent.
- 48.7. If you fail to meet your obligations under this Agreement, we may immediately assign our rights such as the right to recover owed money or enforce securities or remedies, to another party. You may be required to confirm in writing that the new party has assumed our rights and obligations related to the outstanding amount.
- 48.8. This Agreement is specific to the Client and cannot be transferred or assigned by the Client. However, with the Client's agreement, the Company may appoint an appropriate Associate as its successor, transferring all benefits, duties, and obligations under this Agreement to that Associate.

49. Data Protection and Confidentiality

- 49.1. Both parties agree to comply with the data protection laws in St. Lucia, including any updates, which regulate the handling of personal and sensitive data ("Data").
- 49.2. You consent to the Company and its affiliates collecting, storing, using, and transferring your personal data (electronically or otherwise), both within and outside of St. Lucia, in accordance with applicable law and the Company's Privacy Policy. This data may include your name, address, phone number, date of birth, ID number, income, nationality, and job title. It will be used to manage your account, offer services, send marketing materials, and perform market research or analysis. You may withdraw your consent at any time by notifying us, unless prohibited by law.
- 49.3. Your data will be retained only as long as necessary to provide the Services. You have the right to access your data, request details about its use, correct inaccuracies, or revoke consent at no cost by submitting a written request.
- 49.4. You give the Company and its representatives permission to contact you about its Services. This permission overrides any previous requests to not be contacted.
- 49.5. More information on how your personal data is collected, processed, transferred, and disclosed is available in the Company's Privacy Policy.

- 49.6. Subject to applicable law, the Company may monitor and record your communications (calls, emails, messages, social media, etc.) for reasons including regulatory compliance, crime prevention, system security, staff training, quality control, and maintaining communication records. Activities related to your Account or Services may also be monitored as necessary.
- 49.7. You agree to provide any documents or information the Company may request and waive any confidentiality rights under data protection laws to the extent such information is disclosed as per this clause.
- 49.8. The Company will process the Client's data to fulfill this Agreement in line with applicable laws. The Client consents to the Company transferring their data to affiliates or third parties, including outside St. Lucia, and agrees to provide requested documentation. The Company may also collect Client data from third parties or affiliated entities.
- 49.9. If applicable, the Client confirms that they have obtained all necessary consents from data subjects to process their data as required under this Agreement, including for any international transfers.
- 49.10. Both parties must maintain the confidentiality of information obtained under this Agreement, except where disclosure is legally required, requested by regulators, or needed by professional advisers to fulfill their services.
- 49.11. If the Company or any of its Associates knows or suspects that the Client's Account is being used to process criminal proceeds, they are legally required to report such suspicions to the Financial Intelligence Unit of St. Lucia.

50. Intellectual Property

You understand and accept that any information, publications, marketing materials, software or other materials contained in or relating to any Account or Service ("IP Material") are our property. You agree that you will not reproduce, adapt, reverse engineer, decompile, modify, distribute, display, transmit or otherwise exploit any IP Material in whole or in part or permit any other party to do so, or allow access to any other party without our prior written permission.

All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the trading platforms remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the trading platforms or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the trading platforms, 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 trading platforms made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. If you are using the MT4 or MT5 platform, you must maintain an up-to-date written record of the number of copies of the trading

platform made by you. If we so request, you must as soon as reasonably practicable, provide us a statement of the number and whereabouts of copies of the trading platforms.

51. Investments which are not easily realisable

The Company may invest in assets that are not readily tradable, meaning they lack a recognized or active market. As a result, it may be challenging to buy or sell such investments or to accurately determine their value or the level of associated risk. However, such investments will be made in accordance with the restrictions outlined in the agreed Investment Objectives.

52. Acknowledgement of Risk

- 52.1. The Client acknowledges that trading Contracts for Difference (CFDs), engaging in leveraged transactions, and operating under margin requirements involve speculative and high-risk activities. These activities can lead to the loss of the entire invested amount, and in some cases, losses may exceed the Client's initial investment and margin deposits. The Client understands and accepts that the Company does not guarantee profits, nor does it assure the avoidance of losses or the preservation of invested capital when using its trading products and services.
- 52.2. The Client represents and confirms that they have the financial capacity and willingness to bear the risks involved in CFD trading. The Client agrees not to hold the Company responsible for any trading losses incurred and acknowledges that no outcome in CFD trading can be guaranteed or made loss-proof.
- 52.3. The Client confirms that they have not received any guarantees, promises, or assurances, whether from the Company, its service providers, or related parties regarding specific trading results. The Client further declares that their decision to enter into this Agreement was made independently, without reliance on such assurances. Should the Client receive any such claims or solicitations, they agree to notify the Company immediately and accept full responsibility for doing so.

53. Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes other prior or contemporaneous written or oral understandings with regard to the subject matter hereof.

Any modification of this Agreement and any waiver of any part of this Agreement must be in writing and executed by the parties hereto unless expressly stated otherwise in the

Agreement.

54. Language

The official language for communication between the Client and the Company is English. All documents and information issued by the Company will be provided in English. Any translations or content offered in other languages are for informational purposes only and have no legal standing. The Company bears no responsibility for the accuracy of such translated materials. Clients should always refer to the English version and the Company's official website for accurate and binding information regarding the Company and its policies.

55. Defamation

The Client agrees not to make, publish, or encourage the dissemination of any false, defamatory, or misleading statements, whether spoken or written about the Company, its affiliates, employees, officers, directors, agents, or representatives. This includes any remarks that could negatively impact the Company's reputation, operations, or business interests. The Client understands that violating this clause may lead to legal action and claims for damages by the Company.

56. Severability

If any part or provision of this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction, it will not affect the validity, legality, or enforceability of the remaining parts of that provision or any other provisions of the Agreement, either within that jurisdiction or in any other jurisdiction.

57. Governing law and jurisdiction

- 57.1. This Agreement is governed by the laws of St. Lucia and will be interpreted accordingly. Any disputes or claims arising from or related to this Agreement shall fall under the exclusive jurisdiction of the courts of St. Lucia, and all parties agree to submit to that jurisdiction.
- 57.2. The Client irrevocably agrees that the courts of St. Lucia shall have exclusive authority over any disputes or claims connected to this Agreement. The Client waives any objection regarding the venue's convenience or appropriateness.
- 57.3. The Client confirms that they have read, understood, and accepted the terms and conditions outlined in this Agreement, as well as those available on the Company's official website. The Client agrees that the terms posted on the Company's website at



the time of any specific transaction will prevail, regardless of the date this Agreement was signed. It is the Client's responsibility to regularly check the Company's website for any updates or modifications.

57.4. Nothing in this document should be interpreted as a recommendation, offer, or solicitation to buy, sell, or acquire any security, financial product, or instrument, nor as an invitation to participate in any trading strategy in jurisdictions where such actions are prohibited by law. Legal restrictions in various countries may limit the type of information the Company is allowed to share. Therefore, unless explicitly stated otherwise, the information in this document is not intended for individuals residing in countries where the distribution of such material or offering of related products and services is restricted.

58. Client Declaration

By affixing your signature, whether in wet ink or electronically, to this Agreement, you, the Client, hereby agree to be legally bound by this Agreement. This includes all policies, terms and conditions, and any other legal documentation available on the website. Your signature signifies your acceptance and acknowledgment of all such terms and conditions. The Client further acknowledges that they have reviewed Annexure 1- Client Declaration Form, which is incorporated herein by reference and forms an integral part of this Agreement.

Client Name: _____

Client Signature: _____

Date: _____

Annexure-I

Client Declaration Form

I, the Client hereby declare that I have read, understood, and agree to be legally bound by the terms and conditions set forth in the “**Client Agreement**” between myself and the Company, as well as the products and services offered on the Landmark Capital Markets Ltd. website or Trading Platform, and all the policies stated on the website.

I acknowledge and accept the following:

1. I have reviewed all the terms and conditions in the Agreement and understand my rights and obligations under this Agreement.
2. I consent to the products and services provided by the Company as outlined in the Agreement and on the website.
3. I understand and acknowledge that Landmark Capital Markets Ltd. provides execution-only services and does not offer personal, financial, management services, or investment advice. The Company will only perform the services explicitly specified in this Agreement and on its website. I am solely responsible for making my own decisions regarding investments.
4. I understand that all investments carry risks, including the potential loss of principal, and that past performance is not indicative of future results. I accept full responsibility for my investment decisions.
5. I agree to indemnify, defend, and hold Landmark Capital Markets Ltd. harmless from any losses, claims, demands, actions, or liabilities arising from my trading activities, including any legal or regulatory actions taken against me in relation to my use of the services.
6. I acknowledge that I am fully aware of the risks associated with the investments and services provided under this Agreement and the website policies, and I understand that Landmark Capital Markets Ltd. will not be liable for any losses incurred due to my investment choices.
7. I acknowledge that Landmark Capital Markets Ltd. is not liable for any actions or omissions of third parties, including any third-party providers or external service providers used in connection with the services.
8. I agree to be legally bound by all terms, conditions, and policies available on the Landmark Capital Markets Ltd. website, including but not limited to the Terms and Conditions, Privacy Policy, Website Terms of Use, and any other applicable policies. I understand that these policies may be updated periodically, and it is my responsibility to review them regularly.