



LANDMARK CAPITAL MARKETS LTD.

TERMS AND CONDITIONS

LATEST UPDATED IN NOVEMBER 2025

***IMPORTANT NOTICE:** OUR PRODUCTS AND SERVICES ARE NOT SUITABLE FOR EVERYONE AND CARRY RISKS, PARTICULARLY FOR RETAIL CLIENTS. BY ENTERING INTO THESE TERMS AND EACH TIME YOU PLACE AN ORDER WITH US, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS OUTLINED IN THESE TERMS AND CONDITIONS AND THE ANNEXURES APPLICABLE TO THE RELEVANT PRODUCTS AND SERVICES (AS AMENDED FROM TIME TO TIME), WHICH ARE

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Terms and Conditions - Landmark Capital Markets Ltd., Company Number 2025-00682
Phone: +448000885134 **Email:** info@landmarkmarkets.com **Website:** www.landmarkmarkets.com
Registered Address: Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, St. Lucia



AVAILABLE ON OUR WEBSITE.

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LANDMARK CAPITAL MARKETS TERMS AND CONDITIONS

General Information

Please read this Agreement carefully and seek professional advice if necessary. Contracts that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

About Us

Landmark Capital Markets Ltd. is a leading global online trading provider for various financial products including but not limited to FX, CFDs, Indices, and Stocks. Our company is authorized to provide financial services to clients around the world except for US citizens, whilst complying with the legislation and regulations of each country it operates from.

The Company is authorized to provide the financial products and services specified in these terms and conditions.

These terms and conditions with the following documents found on the Company's website (namely "Policy on CFDs on Futures and Indices", "Conflict of Interest Policy", "Deposit/Withdrawal Policy", "Risk Disclosure Policy", "Complaint Handling Procedure", "Website Usage Policy", "Cookie Policy" and "Privacy Policy", as amended from time to time, (together the "**Agreement**"), as well as any other documentation that is posted in section "Legal documents" at the website or may be communicated to a Client as a result of his participation in any of the Company's campaigns and/or loyalty programs, set out the terms upon which the Company will offer Products and Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the Agreement.

The Client accepts and understands that the Company's official language is the English language. Any translated version of the Agreement and/or any other agreement or communication may be provided solely for convenience purposes. In the event of a dispute, the English version shall prevail.

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

The Company will collect, use, store, and otherwise process personal information of the Client, as set out in the Privacy Policy, as amended from time to time, and available on the Company's website.

The relationship between the Client and the Company shall be governed by this Agreement and Client Agreement. This Agreement may be electronically executed on-line by clicking the designated acceptance button and this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Company and/or clicking the designated buttons for acceptance, the Client fully agrees to abide and be bound by the terms set out in this Agreement.

1. Definitions of Terms

In this agreement the following terms and expressions have, unless otherwise requires, the following meanings:

Access Codes: Means any credentials provided by the Company for accessing the Trading Platform or credentials used by the Client to access the Client Portal;

Account Opening Application Form shall mean the application form/questionnaire completed by the Client, on-line on the Company's Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company's Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification, categorization and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

Adjustment Event means in respect of a product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index;

Affiliate shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity;

Agreement shall mean this document (Terms and Conditions), Client Agreement and various documents found on the Company's website, namely "Terms and Conditions", "Privacy Policy", "Risk Disclosure Policy", "Deposit and Withdrawal Policy", "Conflict of Interest", "Policy on CFDs



on Futures and Indices", "Complaints Procedure", as amended from time to time and any subsequent Annexures added thereto;

Applicable Regulations means (a) rules of any relevant regulatory authority having powers over the Company and/or its activities; (b) the rules of any relevant Underlying Market; and (c) all other applicable laws, rules and regulations of applicable jurisdiction to the Company where it operates;

Ask shall mean the higher price in a Quote at which the price the Client may buy.

Authorized Person means an individual duly authorized on behalf of the Client to perform under the Agreement;

Balance means the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from an account;

Base currency shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency;

Bid shall mean the lower price in Quote at which the Client may sell;

Business Day shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or bank holidays or any other international holidays to be announced on the Company's Website.

Charges means all charges, fees, mark-up, mark-down or other remuneration payable to the Company under this Agreement in connection with a Transaction;

Client means any natural or legal person to whom the Company provides its Services;

Client Account means any and all accounts for trading opened by the Client with the Company;

Client's Funding Account means an account held in the name of the Client and/or the name of the Company on behalf of the Client with a bank or other institution or any electronic payment provider or a credit card processor;

Client Money shall mean the funds deposited by the Client for the purposes set forth in this Agreement and which Client Money will be segregated from the money of the Company;

Client Portal refers to a secure, web-based interface provided by a trading platform company that allows registered users (clients) to access and manage their trading accounts;

Trading Platform shall mean the MetaTrader 5 program, the Landmark trading platform, or any other trading facility provided by the Company, including but not limited to web-based and mobile applications, which the Client uses to access real-time information on Underlying Markets, execute or cancel Transactions and Orders, receive notifications from the Company, and maintain records of trading activity;

Closed Position shall mean the termination of an Open Position by executing an opposite transaction of the same size and instrument, thereby completing the contract.

Completed Transaction shall mean two opposite trades of the same size and instrument in CFD trading, such as opening a position by buying and then closing it by selling, or vice versa.

Company's Website means the Company's website i.e., www.landmarkmarkets.com;

Contract for Difference (CFD) shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instruments;

Contract Specifications shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges Partner's commission/third party commissions etc) for each type of CFD as determined by the Company from time to time.

Currency of the Client Account shall mean the currency that the Client Account is denominated, which shall be USD unless otherwise agreed by the Company in writing to use a different currency.

Corporate Action means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

Currency Pair shall mean the quotation of two different currencies, with the value of one currency

being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

Electronic Systems means any electronic trading facility offered by the Company (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Client Portal on or through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading with or through the Company including any hardware, software and/or communications link;

Equity means with respect to a Client's Account the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position) – which can be expressed as follows: Balance +/- Open Positions – Spread - Charges;

Error Quote (Spike) shall mean an error Quote having the following characteristics:

- a) A significant Price Gap; and
- b) In a short period of time the price rebounds with a Price Gap;
- c) Before it appears there have been no rapid price movements; and
- d) Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

Floating Profit/Loss shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

Financial Instruments means any Contracts for Differences on spot Forex, spot precious metals, futures, shares or any other commodities available for trading, as well as options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, commodities, currencies, interest rates or yields, or other derivative instruments;

Forex means trades on the foreign exchange market;

Free Margin means the amount of funds in the Client's Account in excess of the Margin requirement and available as collateral for trading; Free Margin shall be calculated as: Equity less (minus) Necessary Margin. (Free Margin = Equity – Margin);

Hedged Margin shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

Hedged Positions shall mean long and short positions of the same size and instrument, opened on the trading account.

Indicative Quote shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

Initial Margin shall mean the necessary margin required by the Company so as to open a position in CFD trading.

Instant Execution means an order execution method in which the Client's order is executed at the exact price requested by the Client or not executed at all.

Introducing Broker means any legal entity or a natural person obtaining remuneration from the Company for introducing Clients to the Company as per the provisions of an introducing or affiliate agreement entered into between the Parties;

Leverage shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size;

Long Position shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

Lot shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

Lot Size shall mean the number Underlying Assets in one Lot in a CFD.

Margin shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

Margin Call shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

Margin Level shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as: Margin Level = (Equity / Necessary Margin) x 100%.

Market Execution shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

Market Order shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

Maximum deviation is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

Necessary Margin shall mean the necessary Margin required by the Company so as to maintain Open Positions in CFD trading.

Open Position shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

Order shall mean an instruction from the Client to trade in Financial Instruments.

Parties shall mean the parties to the Client Agreement.

Paying Agent means any third party (e.g., a Local Agent) who is authorized by the Client to act on their behalf for the purpose of transferring, depositing, or delivering payments. For the avoidance of doubt, a Paying Agent shall apply only in the context of corporate transactions.

Pending Order shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

Politically Exposed Persons shall mean:

- i. an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals. For the purposes of this definition, PEPs may be:
- ii. domestic or foreign and generally comprise persons who are Heads of State/government, cabinet ministers/secretaries of state, judges (including magistrates where they exercise enormous jurisdiction), senior political party functionaries and lower political party functionaries with an influencing connection in high ranking government circles, military leaders and heads of police and national security services, senior public officials and heads of

public utilities/corporations, members of ruling royal families, senior representatives of religious organizations where their functions are connected with political, judicial, security or administrative responsibilities; family members of PEPs which cover persons in consanguine and affinity relations with PEPs;

- iii. close associates of PEPs which comprise personal advisers/consultants to, close business colleagues and friends likely to benefit from association with, PEPs, as well as PEP supported charities and other non-profit making organizations. "Price Gap" shall mean any difference between two prices which is bigger than one minimal price (one point) change.

Pricing/ Pricing data, unless the context otherwise requires, shall mean all pricing data received from external pricing sources or generated by the internal pricing engine integrated in our Trading Platform and fed to Client's Terminal on a real time/delayed/end of day/historical basis, specifying the market prices of the Financial Instruments traded on our Trading Platform.

Power of Attorney means the authority granted by the Client to a third party, authorizing that party to act on the Client's behalf. If the Client grants a Power of Attorney to any individual or third-party company, the Company shall bear no responsibility for the Client's account or any actions taken by such authorized party.

Quote shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

Quotes Base shall mean Quotes Flow information stored on the Trading Server in CFD trading.

Quote Currency shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

Quotes Flow shall mean the stream of Quotes in the Trading Platform for each CFD.

Reference Asset means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;

Regulated Market means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments - in the system and in accordance with its non- discretionary rules- in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized by a competent authority as such and functions

regularly;

Services means the services provided to a client as described in this Agreement or Client Agreement;

Short Position shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

Slippage shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

Swap means a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position;

Rollover refers to the process of extending the settlement date of an open position to the next trading day.

Spread means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;

The Company means Landmark Capital Markets Ltd. or otherwise with a registered email address at: info@landmarkmarkets.com, website: www.landmarkmarkets.com), registered under the various jurisdiction and regulated in the countries where it operates;

Trading Platform means the trading platform set up by the Company on which the Client trades Financial Instruments;

Trading Server shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client's Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

Trailing Stop shall mean a tool in MetaQuotes Terminals MT4 or MT5. Trailing Stop is always

attached to an Open Position and could be set and works in Client Terminal. Only one Trailing Stop can be set for each Open Position. After the Trailing Stop has been set at incoming of new Quotes, the Client Terminal checks whether the Open Position is profitable. As soon as profit in pips becomes equal to or higher than the specified level, command to place the Stop Loss Order will be given automatically. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will not be modified anymore. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

Transaction Means any type of transaction performed by the Company in the Client's account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals;

Transaction Size shall mean Lot Size multiplied by the number of Lots in CFD trading.

Underlying Asset shall mean the underlying asset in a CFD, which include but are not limited to, Currency Pairs, Precious Metals, Futures, Commodities, Indices, Stocks or any other asset according to the Company's discretion from time to time;

Underlying Market shall mean the relevant market where the Underlying Asset of a CFD is traded;

In the agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

Paragraph headings in the Agreement are for ease of reference only.

Any reference in these terms and conditions to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

2. Scope and Application

2.1. These Terms and Conditions form an integral part of, and must be read in conjunction with, the Client Agreement, Privacy Policy, Risk Disclosure Policy, and any other policies or legal documents made available on our website. Collectively, these documents govern your relationship with Landmark Capital Markets Ltd. and set out the terms under which our

products and services are provided.

2.2. This Agreement is provided to assist the Client in making an informed decision about the Company, its services, and the risks of the Financial Instruments.

2.3. This Agreement should be read in its entirety in deciding whether:

- a) to buy, sell or to continue to hold any Financial Instrument; and/or
- b) to be provided with the Services.

3. Client Acceptance and due diligence

3.1. The Company has the discretion to decide whether to accept a potential Client and may decline to open a Client Account for that individual. The Company may refuse to accept any funds from the Client and deny any request to initiate trading activities until the Client has completely and accurately filled out the Account Opening Application Form and submitted all necessary identification documentation. Further, the Company will conduct various internal assessments such as anti-money laundering checks, know-your-client checks, appropriateness tests and other identification procedures to ensure compliance. The Company retains the right to request further documentation and/or information from the Client at any time during the business relationship to maintain ongoing monitoring of the Client's activities. Moreover, the Company may impose additional due diligence requirements to accept Clients from specific countries.

3.2. Upon completing the sign-up process and submitting the Account Opening Form by selecting "I have read" and confirming via the One-Time Password (OTP) sent to your registered email address or registered mobile number, you acknowledge and agree that:

- a) You have reviewed and accepted the Terms and Conditions, the Client Agreement and the other legal documents made available on our platform;
- b) Your electronic submission of the Account Opening Form constitutes your express consent and electronic signature under applicable laws;
- c) You are legally bound by the Terms and Conditions and the Client Agreement as of the date of electronic confirmation.
- d) By proceeding with the electronic submission, you confirm that you understand the legal consequences of entering into a binding agreement through digital means.

3.3. Once the Client has reviewed and accepted the documents available on the Company's website outlining the terms of Service and has successfully met all the identification documentation requirements for verification, they may deposit funds to their trading account in USD. The Company holds the authority to define, at sole discretion and at any time, the necessary identification documents, along with the minimum and maximum limits for deposits and the timeframe within which the Client must fulfill the required identification documentation and any other additional request. In this respect, the Client shall be notified with a Written Notice.

If the Client fails to meet the Company's identification documentation requirements within the specified time period, the Company reserves the right to return any funds deposited to the source, enforce restrictions on the Client's Accounts activity including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or take any other necessary actions.

- 3.4. Client agrees and acknowledges that Client is the exclusive owner and solely responsible, jointly and severally if applicable, for the confidentiality and protection of Client's Account number(s) and password(s) that allow Client to place online orders and access the company's electronic trading systems. Client further agrees that he or she will be fully responsible for all activities including brokerage transactions that arise from the use of Client's Account number(s) and password(s).
- 3.5. Client agrees to indemnify and hold the company harmless if any other person utilizing Client's confidential information provides instructions to the company that may be contrary to Client's instructions. Client will immediately notify the company in writing or by email of any loss, theft, or unauthorized use of Client's Account number and/or passwords.

4. Provision of Services

- 4.1. We shall provide you a non-advisory, non-management, and execution-only service (including any Electronic Trading Services) as described in Clause 6 of this agreement, and any other services that we may offer from time to time in relation to the Products and Services.
- 4.2. The Company shall carry on business such as dealing in securities acting as principal by performing the below:
 - a) Receive and transmit Orders of the Client in Financial Instruments, including CFDs.
 - b) Execute Client Orders in Financial Instruments, including CFDs.
 - c) any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.
 - d) Participates as a securities dealer in any transaction in a security occurring upon a securities exchange.
 - e) Receives as a securities dealer an order to buy or sell a security which is executed.
 - f) Manages a portfolio of securities for another Company on terms under which the first mentioned Company may hold property of the other (applicable only to clients onboarded in the Mauritius entity).
- 4.3. The services of paragraph 3.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets and are Over the Counter ("OTC") traded instruments such as CFDs or any other financial instruments or commodities. By accepting this Agreement, the Client acknowledges, and agrees he has given express prior consent to the execution of orders

by the Company outside a Regulated Market.

4.4. The Client acknowledges that the services under clause 4.1 does not constitute the provision of investment advice.

5. Account Opening

5.1. Before opening a new account, the Company provides the Client with relevant information regarding its services, terms and conditions. This information may be shared via the Company's website, email, or in-person communication. Upon accessing the website, the Client will complete or receive an application package containing:

- a) account application form,
- b) relevant information/documents of the client,
- c) Client agreement.
- d) any other required documents

5.2. In accordance with applicable regulation, The Company is required to perform KYC and Due diligence procedures. This ensures the verification of each individual who registers online via the Company's Website. To fulfill this requirement, the Company will collect key Client details, including:

- a) First Name and Last Name (Middle Name, if any)
- b) Residential Address
- c) Telephone number
- d) Email address
- e) Nationality
- f) Date of birth
- g) Other identifying information, as requested by the Company

5.3. An account must be successfully opened prior to making any order or entering into any transaction. No order can be placed until an account has been opened and cleared funds received from your side.

5.4. Once the Company receives the Client's completed online application form, it may conduct further inquiries as deemed necessary under its internal policies and procedures. Additional checks or periodic reviews may also be carried out. The Client is required to co-operate and provide all requested information in a timely manner. The Company relies on the accuracy and completeness of the information provided by the Client at all times unless notified otherwise in writing. The Client must inform the Company as soon as possible if there are any changes to previously submitted details.

5.5. During the Account Opening Process, the Company evaluates the information provided by the

Client to determine their suitability for investing and/or operating a trading account with the Company.

6. Electronic Systems and Trading

- 6.1. These Electronic Trading Terms will apply to your use of any Electronic Service(s) offered by the Company.
- 6.2. Once the security process is completed upon opening an account, the Company provides the Client with Access Codes to initiate transactions through its Electronic Systems. These codes allow system access and are subject to additional agreements governing electronic dealings. Please consult our website for more details.
- 6.3. The Client acknowledges and accepts that the Company reserves the right to restrict or suspend access to its Electronic Trading Systems when necessary for operational efficiency, security, or to protect the interest of the Company and its clients. The Client may only access and use these Systems for their own individual use on a non-exclusive, non-transferable basis. (note: restriction on No. of transactions)
- 6.4. All rights and interests and all intellectual property rights, whether registered or unregistered, including trademarks, trade names, and platform content, remain the sole property of the Company or its authorised licensors. The Client does not acquire any rights beyond those necessary to access the Electronic Systems. The Client shall not copy, license, sell, transfer, make available the Electronic Systems or information on the Electronic Systems to any other person. The Client shall not remove or alter any copyright notice, or other proprietary or restrictive notice contained in the Electronic Systems.
- 6.5. The Client is responsible for safeguarding all Confidential Information, including, but not limited to, the Access Codes to the Electronic Systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its Access Codes. The Client acknowledges that the Company bears no responsibility in the case that the Access Codes are used in an unauthorized manner by any third party. The Client is strongly advised not to use any public computer to login with his Access Codes. The Client should always logout from the Electronic Systems. The Client shall ensure that no computer viruses, worms or similar items are introduced through the Electronic Systems to the Company's computer systems and networks. The Client will be responsible for the installation and proper use of any virus detection software which the Company may require.
- 6.6. The Client undertakes to immediately inform the Company if they become aware of any unauthorised use of their Access Codes.
- 6.7. Subject to Applicable Regulations, the Company shall not be liable for:
 - 6.7.1. any loss, expense, cost or liability (including consequential loss) resulting from instructions or communication being made via the internet or electronic channels;

- 6.7.2. the accuracy or validity of information or instructions submitted through such channels; and
- 6.7.3. any loss or damage to systems or equipment due to software faults, viruses, or technical defects connected to the use the trading systems.

- 6.8. Without prejudice to any other terms of this agreement, relating to the limitation of liability and provisions of indemnities, the following clause shall apply to our Electronic Trading System.
- 6.9. Third-party Content and trading signals should the Client use third-party tools, signals or advice related to trading. The Company and its third-party suppliers or licensors make no warranties or representations of any kind and shall not be liable for any advice made by the third party.
- 6.10. While Company aims to deliver high quality products and services, no warranty is made that the platform is error-free. Our software is provided "as is" and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. The Company shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if previously advised of such damages.

7. Client Instructions and Orders

- 7.1. The Client acknowledges and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market.
- 7.2. The Client understands and acknowledges that the Company will enter into transactions with the client as principal (counterparty) and not as an agent. The Company will be the contractual counterparty to the Client. This means that any trades are agreed directly between you and us, and we will be the counterparty to all of your trades. Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the "Agent") can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.
- 7.3. The Client may open and close a position via the Electronic Systems or by placing orders with the Company's Dealing Desk and can add or modify orders by placing "buy limit", "buy stop", "sell limit", "sell stop", "stop loss" and/or "take profit" orders on any available Financial Instrument.
- 7.4. To ensure accurate recordkeeping, the Company may record telephone conversations with the client without any prior notice (unless required by law to provide one). Those records will remain the company's property and may be used as evidence or for other legitimate purposes. The Company may use recordings and/or transcripts thereof for any purpose it deems necessary

to protect its interests.

- 7.5. The Company reserves the right at its own discretion, without the Client's consent, due to risk management policies to transfer the Client's execution to agency model accounts when the Client's trading strategy, exposes the Company to greater risk than the Company can tolerate. Where the client's trading approach exposes the Company to elevated risk levels,
- 7.6. The Company may reject any order at its sole discretion and will inform the Client without being required to give a reason, immediately following receipt of the Client's instructions. The Company may cancel any pending instructions that have not yet been acted upon. The Client further accepts that incomplete or ambiguous instructions Without prejudice to the generality of the foregoing the Client acknowledges that the Company may reject orders and/or instructions by the Client when they are not clear when the Client seeks to open a position, close a position or modify or withdraw an order.
- 7.7. If any Reference Asset underlying Financial Instrument which is a security becomes subject to possible adjustments as a result of any of the events set out in paragraph 7.8 (referred to as "Corporate Event"), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction (and also the level or size of the corresponding orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying Reference Asset security, to be effective from the date determined by the Company.
- 7.8. The events to which paragraph 7.7 refers to are any of the following, by the declaration of the issuer of a security:
 - 7.8.1. a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event;
 - 7.8.2. a distribution to existing holders of the shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
 - 7.8.3. any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares;
 - 7.8.4. any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares;
 - 7.8.5. any event that is caused by a merger offer made regarding the Company of the underlying asset;
 - 7.8.6. earnings announcements.

- 7.9. If a Reference Asset becomes subject to a specific or is expected to decline in value, the Company may suspend or restrict short selling or even withdraw the specific Financial Instrument from the Trading Platform.
- 7.10. The Company shall have the exclusive discretion to determine any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order), and such determination shall be final and binding on the Client. The Company shall inform the Client of any adjustment or amendments through its internal mail or email as soon as is reasonably practicable.
- 7.11. If the Client holds any open positions on the ex-dividend day for any of the Financial Instrument Reference Assets, the Company reserves the right to close those positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Company will notify the Client of the adjustment via internal mail or email, and no Client consent will be required. Should the Company's Risk Management team suspect that the Client is intentionally trying to profit from shares in a particular Spot Index going ex-dividend, the Company reserves the right to apply a dividend adjustment. For short positions, the dividend adjustment will be deducted from the clients' account where dividend adjustment will be equal to Index Dividend declared x position size in Lots.
- 7.12. In the light of volatility affecting both price and volume, the Company continuously strive to execute client orders under best possible conditions in prevailing in the market. Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of highlighted market volatility, during news announcements, at the opening of trading sessions, or when the underlying instrument has been suspended or restricted in a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but will instead be executed at the next best available price. Consequently, Take Profit orders that fall below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The execution will apply to trading strategies deemed abusive, particularly those aiming for potential riskless profit or otherwise identified as abusive by the Company. Accordingly, placing a Stop Loss order does not guarantee that the Client's losses will be limited to the intended amount.
- 7.13. The Client acknowledges that orders shall be executed at the bid and ask prices provided by the Company, which reflect an aggregation of prices from third party liquidity and/or price feed providers. Due to the high volatility of the market, along with the internet connectivity between the Client terminal and the Company's server, the prices requested by the Client and the current market price may change during the period between the Client placing the order and its execution. The Client acknowledges and understands that in the event of any communication or technical failure resulting in the quotation of off- market prices (including price errors or anomalies, abnormal spreads, prices that freeze/stop updating or price spikes), the Company

reserves the right not to execute an order or, if an Order has already been executed, to amend the opening and/or closing price of that order or to cancel the executed order. The Company will not be held liable for any losses incurred by the Client in such cases. The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client to the Company due to any factors beyond the reasonable control of the Company. Delays may arise from various reasons based on current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Company's server). The client acknowledges that in the case of any delay and/or disruption or outage affecting the Electronic Systems or any means of electronic communication (including the internet, the Trading Platform or electricity), if the Client wishes to place an order, he must email to the Company at info@landmarkmarkets.com.

- 7.14. Any email communication must come from the Client's registered email address to the Company's registered domain email i.e., landmarkmarket.com, and instructions sent by the Client via email will only be considered received and will only form a valid instruction and/or binding Contract between the Company and the Client once such instruction has been documented as executed and confirmed by the Company. The mere communication of an instruction by the client does not constitute a binding Contract with the Company. The Company will only execute orders during its trading hours as specified in the terminal of the Trading Platform, which may change from time to time.
- 7.15. The Client acknowledges and accepts that the Company reserves the right to refuse any email instruction if the Company's personnel are not satisfied of the Client's identity or if the Client fails to provide clear instructions. The Client acknowledges that all instructions will be processed on a first-come, first-served basis, and the Company shall not be responsible for any potential delays in placing the instruction to the Dealing Desk.
- 7.16. "Manifest Error" refers to a clear or evident misquote by the Company, or any market, liquidity provider or official price source utilized by the Company in relation to any Transaction, taking into account the prevailing market conditions at the time an order is placed, as reasonably assessed by the Company. In determining whether a situation constitutes a Manifest Error, the Company may consider all information available to it, which includes insights regarding relevant market conditions and any inaccuracies or ambiguities in any information source or announcement. When evaluating whether the situation qualifies as Manifest Error, the Company will act fairly towards the Client; however, any reliance the Client may have placed on an order made with the Company such as entered into or refraining from entering into a corresponding financial commitment, contract or Transaction (including any potential losses the Client may incur) will not influence the Company's determination of a Manifest Error.

- 7.17. Regarding the Manifest Error, the Company may (but shall not be required to):

- 7.17.1. amend the details of each affected Transaction to reflect what the Company may reasonably deems to be the correct or fair terms of that Transaction absent such

manifest error; or

7.17.2. declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

7.18. The Company shall not be liable to the Client for any losses (including loss of profits, income or opportunity) that the Client or any other parties may suffer or incur as a result of or, in relation to any Manifest Error (including any Manifest Error by the Company) or the Company's decision to maintain, amend or declare void any affected Transaction.

7.19. Considering the volume of the Client's order and the current market conditions, the Company reserves the right to execute only a part of an order.

7.20. The Company retains the discretion to increase or decrease Spreads of Financial Instruments based on current market conditions and the size of the Client's order.

7.21. The Swap rate primarily depends on interest rate levels and the Company's fee for maintaining an open position overnight. The Company has the discretion to change the level of the Swap rate on each Financial Instrument at any given time and the Client acknowledges that he will be informed by the Company's Website. The Client further acknowledges to take responsibility for reviewing the contracts specifications available on the Company's Website to stay updated on the Swap rate prior to placing any order with the Company. Furthermore, the Company reserves the right to change the level of Swap rates levels without prior notice to the Client if there is a suspicion of misuse.

7.22. The Company reserves the right, as its discretion, to increase the Swap rate for any Client beyond the levels published on the Website if the Client holds a position for a period of 10 calendar days or more, or if the client is considered overexposed, reflecting the heightened cost associated with tired swap pricing when rolling positions.

7.23. Landmark Capital Markets may, in its sole discretion and without prior notification to the Client, offset Client's open positions, roll over Client's open positions into the subsequent settlement period or engage in delivery on behalf of Client under any terms and by any methods deemed reasonable by Landmark Capital Markets in its sole discretion. If the client holds any open position(s), these may be rolled over to the next settlement date, and the Account may be debited or credited for the differential interest during the rollover period.

7.24. The Company reserves the right to disable and/or enable swap free trading for Client's trading account and/or reverse any cumulative profits derived from the said trading at any given time and/or retrospectively charge the waived swap fee. This can occur at times where there is suspicion of swap abuse aiming at generating riskless profit where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility. The Client further acknowledges that swap free applies for 30 calendar days on Major Pairs and 10 calendar days for every other instrument. Therefore, swap free accounts holding a position open on Major Pairs for more than 30 calendar days and/or on other Instruments for more than 10 calendar days, will be credited or debited

swap accordingly. Note that a storage amount may apply instead for swap free account equivalent to the swap rates. In such case, the storage amount will be credited/debited in the form of deposit/withdrawal from the account equity.

- 7.25. Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities by using any other means. If the Client acts in contravention of this clause the Company reserves the right to (i) make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or (ii) cancel all the relevant Transactions; and/or (iii) terminate without notice the Client's Account with the Company; and/or (iv) charge an administration fee equal to 10% of the deposited funds, with the maximum charge set at \$200 or deposit currency equivalent.
- 7.26. Any strategy that consists of a combination of full or partial hedge between a long position in a spot asset and a short position in the futures for that asset or vice versa, aiming towards a cash and carry or reverse cash and carry arbitrage is deemed as abusive and therefore any trading benefits/profits generated as a result will be reversed.

8. Closed Transactions

- 8.1. For certain Financial Instrument Transactions, an expiry date may be applicable (referred to as an "Expiry Transaction"). The specific information regarding the details of these dates can be found in the Contracts Specification on the Company's website. The Client acknowledges and agrees that the Company reserves the right to close any Transaction at its sole discretion and without notice if the Reference Asset consists of a derivative Financial Instrument that may settle upon expiry through a means other than in cash. This closure may occur reasonable period before the expiry date. The Company is under no obligation to roll over a position in such a derivative Financial Instrument.
- 8.2. The price of an 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 appropriate exchange or market, excluding errors and omissions; plus, or, if applicable, minus (b) any Spread applied by the Company when closing such an Expiry Transaction. Details of the Spread that the Company applies for the specific Expiry Transaction is closed are available upon request.

9. Equity, Margin and Leverage Levels

- 9.1. The balance in your trading account ("Balance") reflects the total funds available, which

includes any net realised profits or losses. For the avoidance of doubt, profit or loss becomes realised in the Account once an open Position is closed. The total equity of your account ("Equity") is the sum of your balance and any unrealised (floating) gains or losses on positions that remain open.

- 9.2. Margin means the portion of your Equity currently allocated to maintain one or more open trades. For the avoidance of doubt, Margin is not deducted from the calculation of your Equity.
- 9.3. Margin can neither be used to open another Position nor be withdrawn from your Account.
- 9.4. Free Margin is a part of your Equity that is not Margin (the "Free Margin"). This amount may be used to open another Position or can be withdrawn from your Account.
- 9.5. As a condition of entering into a Transaction, the Company requires the deposit of Margin to secure the Client's liability to the Company for any losses which may be incurred in respect of the Transaction. The "Leverage Level" is the ratio of Margin to the market value of the open Transaction position which it secures. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" as these are uploaded in the Company's Website. The Leverage Level of a Client's Account(s) may be changed by the Company in its absolute discretion with reference to such matters as the deposit or Margin amount held in the Client Account and the size of credit exposure held on Financial Instrument(s) held in the Client Account(s).
- 9.6. Margin requirements or Leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened. The Client can request to change his account leverage at any time by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time in accordance with the Company's risk parameters, and that the Company bears no responsibility for any losses/damages incurred by the Client as a result. Such an event will be disclosed to the Client by the Company via its internal mail or by email.
- 9.7. Occasionally before the release of major economic news, the Company maintains a maximum leverage of 1:100 on FX, 8 times the standard Margin requirement on Gold and 4 times the standard Margin requirement on remaining instruments other than FX and Gold.
- 9.8. The Client is obliged to maintain in his Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Company will be entitled to treat any assets deposited with it by the Client from time to time (other than assets deposited for safe custody only) as collateral against the Client's Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.
- 9.9. For STP accounts, in the event there is insufficient Margin in the Clients Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by the Company it may immediately close or terminate the Client's Transaction and Account without notice. Without prejudice to the generality of the foregoing, the Company

shall have the right, but shall not be obliged, to start closing Client's positions starting from the most unprofitable, when the Margin is less than 100% of the Margin or Leverage Level requirement. In the case where the Margin is equal to or less than 50% of the Margin or Leverage Level requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the then market price.

- 9.10. For any other account for which there is insufficient Margin in the Client's Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by the Company it may immediately close or terminate the Client's Transaction and Account without notice. Without prejudice to the generality of the foregoing the Company shall have the right, but shall not be obliged, to start closing Client's positions starting from the most unprofitable, when the Margin is less than 40% of the Margin or Leverage Level requirement. In the case where the Margin is equal to or less than 20% of the Margin or Leverage Level requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the then market price.
- 9.11. The Client acknowledges that he is responsible for monitoring the Margin on his Account and for reviewing the difference between the standard and premium accounts located on the Company's Website prior to opening an account and/or placing any order with the Company.
- 9.12. The Company reserves the right to change the Client Account type from premium to standard and vice versa based on the total Margin deposits made on the Client's account as well as based on the Client's trading account current balance.

10. Margin Calls and Auto Stop-Out

- 10.1. If the Equity falls below an amount that equals to one hundred percent of your Margin, your Account will enter into a margin call (the "Margin Call").
- 10.2. If your Equity falls to or below an amount that equals to thirty percent (or such other percentage as prescribed by us from time to time) of your Margin, an auto-stop-out will occur, whereby some or all of your open Positions will automatically be closed out by our automated risk management system, in order to bring your Equity above the required amount (the "Auto Stop-Out"). We do not discretionarily manage your portfolio. The automated risk management system may automatically first close out the open Positions that carry the greatest loss. The automated risk management system may then close out such number of additional open Positions successively until the Equity in your Account is above the required amount. You should be prepared for the automated risk management system to close out all your open Positions.
- 10.3. To increase Equity above your margin in cases of a Margin Call, you may:
 - a) Substantiate your accounts with funds
 - b) Close one or more positions
 - c) A combination of both

- 10.4. Provided that, the absence of any system errors or malfunctions, we will inform you of a Margin Call immediately. Nonetheless, you agree and acknowledge that it is your responsibility to monitor your Account and always that you maintain sufficient Equity to meet your Margin requirements at all times. You understand and agree that only your Free Margin will be available to you.
- 10.5. You undertake that you will maintain in your Account, at all times, sufficient Margin to meet your Margin.
- 10.6. If you believe that you cannot or will not be able to meet your Margin requirements, you should reduce your open Positions or transfer adequate Margin to your Account to satisfy your Margin requirements.
- 10.7. You may access details of Margin amounts which are paid by you or due to us through the Platform.

11. Market Abuse

- 11.1. The Client agrees not use the Electronic Systems for orders or Transactions that may be deemed fraudulent or illegal purpose or in violation of Market Abuse provisions, or otherwise use of the Electronic Systems in contravention of any Applicable Regulations. For the purposes of this Agreement "Market Abuse" refers to conduct related to investments that involves insider trading, market manipulation or market distortion in violation of Applicable laws or Regulations. The Client undertakes to familiarise and adhering to all relevant Regulations regarding short selling if the Client wishes to execute a short sale contract for difference Transaction with a security as a Reference Asset and the Client will ensure that his use of the Electronic Systems does not cause the Company to violate any Applicable Regulations or terms of this Agreement related to short sale orders or transactions.
- 11.2. Client acknowledges and agrees not to engage in unlawful, illegal or unethical transactions, nor any that contravene applicable laws, regulations and/or rules or Company' policies, regardless of how minor, major, obvious or unobvious, in any rate or pricing offered by the Company whether through the usage of scripts, codes, electronic advisors, software or any other form of computer program or manual trading.
- 11.3. The Company reserves the right to retroactively cancel any transactions that it, at Company's sole discretion, determines were intended to exploit or manipulate pricing as described in this section to exploit or manipulate pricing by means as described in this Section.
- 11.4. The Company is authorized to recover any trading profits gained by the Client from transactions that violate this clause. The Client acknowledges and understands that Company does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news announcements, due to gapping prices, greyed out pricing, and market liquidity.
- 11.5. The Client understands and agrees that in the event of receiving off-market prices for any

reason, including but not limited to, delays or malfunctions, the Company may retroactively cancel those trades and may choose to adjust them to reflect the correct market price, Client understands that the orders placed during times of heightened market volatility will be filled at the next best price available or the fair market value.

- 11.6. The Client acknowledges that under gapping markets conditions, conditional orders, particularly stop-loss orders, will be executed at the next available price following a gapping price. Such pricing can exceed the amounts stated in conditional orders, potentially resulting in clients losing more funds than initially anticipated.
- 11.7. Client acknowledges that due to such risks, Company encourages clients to utilize market orders rather than conditional orders since market orders come with a requote option, allowing clients to accept or reject the new price.
- 11.8. Client acknowledges and agrees that the Company is not liable for any losses, including margin calls, resulting from conditional orders being executed during a gapping market or from orders filled at specific prices due to greyed-out pricing or limitations in market liquidity.

12. Widened Spreads

- 12.1. Client acknowledges that there may be times when spreads widen beyond the usual level. During periods of market volatility, such as news announcements, spreads may widen substantially in order to compensate for increased market volatility. Clients are advised to exercise extreme caution when trading during these volatile periods, including major news events, as widened spreads can negatively impact all positions in an account, including hedged positions.
- 12.2. A quote provided to you is valid only at the time it is given and may change thereafter. Therefore, spreads, market spreads, as well as the cost of opening or closing a position, may vary.

13. Refusal to execute orders

- 13.1. The Company has the right to refuse to transmit and/or execute an order without any given notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (this list is not exhaustive):
 - 13.1.1. If the Client does not have the required Margin in the Client Account;
 - 13.1.2. If the execution of the order would have an adverse effect upon the smooth operation or the reliability of the Trading Platform;
 - 13.1.3. If the order or its execution may have the object or effect of Market Abuse;
 - 13.1.4. If the order may have the object or effect of money laundering in contravention of the Applicable Regulations

13.2. It is understood that any refusal by the Company to transmit and/or execute an order shall not affect any obligation, which the Client may have towards the Company, or any right, which the Company may have against the Client or his assets.

14. Rollover, Settlement of Transactions and Interest

- 14.1. The Company is authorized, in its absolute discretion, to rollover or offset all or any portion of positions maintained in CFDs on currencies, commodities or any other financial product within Client's Account(s), maintained on any electronic trading platform related to us at Client's risk.
- 14.2. A position carried forward may be credited or debited interest charges until the position is closed. All CFDs on Futures are not rolled over at contract expiration. Company shall close all positions at expiration of Futures contracts and Client may, at his/her/its sole discretion, elect to purchase a new contract.
- 14.3. At its discretion, Company may elect to offer Client an interest free account whereby positions carried forward will not be credited or debited interest charges. Client agrees and acknowledges that such interest free terms shall be granted by the Company only as a result of representations made by Client and that Company shall have the authority to, at its own discretion, elect to retroactively cancel such interest free terms and account activity at any time or after making determinations of the lack of authenticity of such representations, including but not limited to determining that Client is maintaining interest bearing accounts elsewhere. Company is authorized to cancel all trading activity of such account since inception following its determination and will return the original deposit(s) to Client.
- 14.4. The Company may elect to offer, at its sole discretion, interest or swap free accounts for Clients who may choose not to receive or pay daily interest fees. When trading an interest free account, currency pairs held overnight will not be paid or charged/credited a daily swap fee. Swap free terms are not available for all currency pairs. The Company reserves the right to cancel such interest free terms if positions are kept open for more than five (5) Days and apply swap fees retroactively, unless this requirement is waived by the Company. Without prior notice Company reserves the right to terminate swap free account privileges at any time.
- 14.5. The Company shall proceed to a settlement of all Transactions upon execution of such Transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Financial Instrument or market concerned.
- 14.6. The Company provides the Client with online access to confirmations and Account statements stored on the Client's portal which is accessible through the Company's Website. Each confirmation and/or Account statement will, in the absence of a Manifest Error (as defined in clause 7.16), be conclusive and binding on the Client, unless the Company receives any objection from the Client in writing within four (4) business days of the date of the relevant confirmation or the Company notifies the Client of an error in the confirmation within the same period.
- 14.7. Any objection or enquiry that the Client has in relation to an executed Transaction shall be

investigated by the Company only if it receives notice in writing within four (4) business days of the date of such Transaction.

- 14.8. The Company has no liability in regard to the payment of any interest earned on Client's deposited funds with the Company and/or on available credit balance on Client's account(s).
- 14.9. By accepting this Agreement, the Client consents and waives any of his rights to receive the interest earned on the deposited funds held by the Company on behalf of the Client and further acknowledges that the Company will be entitled to act as the beneficiary of such interest.

15. Order Execution and Handling

- 15.1. The Company has in place an Order Execution Procedure and takes all sufficient steps to obtain the best possible results for its clients, either when executing client orders or receiving and transmitting orders for execution in relation to Financial Instruments. The Order Execution Policy sets out a general overview on how the Company will obtain the best possible result when executing Clients' orders by taking into account the criteria and factors stated in the Annexure-I of this terms and conditions, the assessment process prior the selection of an execution venue and the monitoring on a continuous basis of the financial institutions used as a hedging liquidity/price providers. The best possible result will be determined in terms of the total consideration, represented by the price of the contract and the cost related to execution as the main factors. The other execution factors of speed, likelihood of execution size, nature or any other relevant consideration will, in most cases, be secondary to price and cost considerations, unless they deliver the best possible result for the client in terms of total consideration.
- 15.2. The Client acknowledges that he has read, understood and accepts the Company's Policies, which is available in the Legal Documents section of the Company's Website or other documents available on the Company's website. In particular, the Client acknowledges that all transactions entered in any particular financial instrument with the Company are executed outside a Regulated Market and the Client is exposed to a greater risk of a possible default of the counterparty (i.e. the Company).
- 15.3. We will use our reasonable endeavours to execute an Order promptly, but in accepting your Order we do not guarantee that it will be possible to execute such Order or that the execution will be possible according to your instructions or at the price quoted.
- 15.4. We shall execute an Order only when the relevant Market or Underlying Market is open for dealing. An Order received outside Market or Underlying Market hours will be executed as soon as practicable and when that relevant Market or Underlying Market is next open for business (in accordance with the rules of that Market or Underlying Market).
- 15.5. We will take all reasonable steps to provide you with best execution in accordance with the Financial Services Regulatory Authority (FSRA) Regulations and our Order Execution Terms when executing Orders on your behalf. The Order Execution Terms form part of these Terms, as outlined in the Client Agreement. By placing an Order with us, you confirm that you have

read and understood the Order Execution Terms (as amended from time to time) and that you provide your prior consent to their application.

16. Joint Accounts

- 16.1. If more than one natural person executes this Agreement (“Joint Account”), all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement (which means, for example, that any one person can withdraw the entire balance of the Account, and in the case of a debit balance or debt owed on the Account to the Company, each Account holder is responsible for the repayment of the entire balance and not just a share of it).
- 16.2. The Company shall be entitled to treat each Account holder of a Joint Account as having full authority (as if they were the only person entering into the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Account and/or close any Account) however the Company may in its sole and absolute discretion, require an instruction request or demand to be given by all Joint Account holders before it takes any action.
- 16.3. One account holder may request the Company to convert the Account into a sole Account. The Company may (but shall not be obliged) require authority from all Joint Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account.

17. Third Party Account Managers

- 17.1. The Client may appoint a third-party to act as his representative or manage his Account or his Account trading strategy (“an Account Manager”) and the Client represents and warrants that the third-party has all required regulatory consents, permissions, registrations or licenses that may be necessary to act in this capacity (“Regulatory Consents”). The Company shall be under no obligation to verify the authority of an Account Manager or that the Account Manager has the required Regulatory Consents. However, in the Company’s sole and absolute discretion, it may require such evidence as it thinks fit to demonstrate that the Account Manager has authority to act on the Client’s behalf and has the Regulatory Consents required.
- 17.2. Where the Client appoints an Account Manager a Power of Attorney or investment management agreement should be provided to the Company accompanied by all identification documents of the representative. If the Client wishes to revoke or amend an Account Manager’s appointment or authorisation the Client must give written notice of such intention of which notice shall not be effective until two business days after the Company receives it (unless the Company informs the Client that a shorter period will apply).

- 17.3. The Client acknowledges that he will remain liable for all instructions given prior to the revocation/variation being effective, and that the Client will be responsible for any losses, which may arise on any Transactions that are open at such time. The Client authorises the Company to accept all instructions given by the Account Manager whether orally or in writing, in relation to the Client Account and the Company shall not be obliged to make any enquiry of the Client or of any other person before acting on the instructions of an Account Manager. The Company may communicate with the Account Manager directly regarding the Account and the Client agrees that communications made by the Company to the Account Manager are deemed to be received by the Client when received by the Account Manager. The Client further authorises the Company to disclose, or grant access, to the Account Manager all information the Company holds in relation to the Account, including personal information about the Client.
- 17.4. The Client acknowledges and accepts that, in providing the Electronic Systems to the Account Manager the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Account Manager's authority to use or access to the Electronic Systems. The Client nonetheless acknowledges that the Company has no obligation or responsibility to the Client to put in place any such limits or controls on the Account Manager's trading and that the Client has full responsibility and liability for the Account Manager's actions.
- 17.5. You agree continuously to indemnify us against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands, and expenses of any nature and on any account and liabilities present, future, contingent, or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us or in connection with or caused by:
 - 17.5.1. Your breach of this Agreement;
 - 17.5.2. Us entering into any margin FX contract, FX option contract, or CFD;
 - 17.5.3. Us taking any action under Closing a Margin FX Contract, FX Option Contract or CFD of this Agreement;
- 17.6. Any representation or warranty given by you being incorrect, misleading, or untrue or any error in any order or instruction which is or appears to be from an authorized person unless and to the extent only such is suffered or incurred as a result of our gross negligence or willful default.
- 17.7. The Client agrees to indemnify the Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of:
 - 17.7.1. The Company acting on instructions of the Account Manager outside the scope of the Account Manager's authority; or
 - 17.7.2. the Account Manager's breach of any term of their appointment.
- 17.8. Client agrees to defend, indemnify, and hold harmless Landmark Capital Markets, its parents,

affiliates, licensees, and their respective directors, officers, employees, and agents from and against all liabilities, claims, damages, and expenses, including attorneys' fees, arising out of or in connection with your use of the Landmark Capital Markets website or products and services provided by Landmark Capital Markets, or your violation of the Privacy Policy, Terms and Conditions, or any other policy available on the website. Any indemnified party may participate, at its own expense, in the defense of any matter subject to indemnification by you, and you agree to cooperate with such party in the defense of such claim.

- 17.9. Client understands and agrees that we are not liable for any claims, damages, or losses arising from or related to the actions or omissions of any third-party broker-dealers, agents, or other entities that are not affiliated or connected with the Firm. The Client agrees to indemnify and hold the Firm harmless from any such claims, damages, or losses
- 17.10. The Client further ratifies and accepts full responsibility and liability for all instructions given to the Company by the Account Manager (and for all Transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other Account held by any other person or body with the Company.

18. Client Account

- 18.1. The Client must open a Client Account with the Company before any Transaction may be concluded. This Agreement shall be considered effective upon the first receipt of funds in the Client's Account, provided that the Company has sent the Client written confirmation of his acceptance.
- 18.2. The Client shall not use the Client Account for payment to third parties.
- 18.3. If the Client has opened more than one Client Account, the Company shall have the right to treat these Client Accounts as a single Client Account. The Company shall accordingly be entitled in its discretion (but shall not be obliged) to transfer and use available Margin or other funds from one Client Account for the purposes of discharging Margin requirements or liabilities in one or more of the Client's other Client Accounts even if such transfer may result in the closure of open positions in any Client Account from which Margin or other funds are transferred.
- 18.4. Any funds received in a currency for which the Client does not hold a Client Account shall be converted by the Company into the Client's Base currency. The conversion shall be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of the Company.

19. Client Money

- 19.1. Any money received by the Company in respect of a Client's Account with the Company shall be treated as "Client Money". By entering into this Agreement, the Client agrees that the Company will not pay the Client interest on Client Money or any other unencumbered funds.
- 19.2. The Company may hold Client money and the money of other clients in the same account (omnibus account).
- 19.3. When holding Client Money, the Company makes adequate arrangements to safeguard the clients' rights and prevent the use of Client Money for its own account. For this purpose, the Company ensures to immediately place any Client money into one or more accounts, denoted as 'clients' accounts which are segregated from the Company's own accounts and opened with an approved bank and/or a payment provider that has been assessed based on specific criteria imposed by the Company and/or approved by the Company's Management.
- 19.4. Prior to the establishment of a business relationship with a person holding Client's Money as indicated in section 19.2, the Company exercises all due skill, care and diligence as per applicable law and regulations by taking into account various parameters including among others the jurisdiction, expertise and market reputation of the person, financial indicators and legal or regulatory requirements. The Company establishes a relationship with a person that has been assessed and approved by the Company's Management.
- 19.5. Without prejudice to Clause 19.3, the Client further understands and consents that the Company may hold Client Money with a payment provider or a third party that do not treat such Client Money in accordance with the abovementioned Client Money rules.
- 19.6. Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client Money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where the Company transfers the Client Money (a) for the purposes of a Transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a Transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in one or more segregated client's bank account. The Company shall not be liable for the solvency, acts or omissions of any institution with which Client Money are held.
- 19.7. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money in which case the Client will not have any claim against a specific sum in a specific account in the event of insolvency. The Company does not accept any liability or responsibility for any resulting losses. In general, accounts held with institutions, including omnibus accounts face various risks including the potential risk of being treated as one (1) account in case the institution defaults. Another risk might be that the funds in the Omnibus Account may be exposed to obligations of the Company connected with the positions of other clients in case the Company is unable to meet its obligations towards them.

19.8. The Client hereby consents to the Company releasing any Client Money balances, for or on the Client's behalf, from client bank accounts and for the Company to treat as Client Money any unclaimed Client Money balance where:

- 19.8.1. The Company has determined that there has been no movement on the Client's Account balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items); and
- 19.8.2. The Company has written to the Client at his last known address informing the Client of the Company's intention to no longer treat that balance as Client Money, giving the Client 28 days to make a claim, provided the Company shall make and retain records of all balances released from the Client bank accounts; and undertake to make good any valid claims against any released balances.

20. Transfer of Funds

20.1. The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's Account.

20.2. The Client acknowledges that they may incur external fees or charges on any payments to and from the Client's Funding Account. Any amounts transferred by the Client to the Client's Funding Account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's Funding Account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.

20.3. Company shall not receive Client's funds in cash, currency, or cash equivalents.

20.4. The Company has the right to refuse a Client's transferred funds in any of the following cases (this list is not exhaustive):

- 20.4.1. If the funds are transferred by a third party;
- 20.4.2. If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person;
- 20.4.3. If the transfer violates Applicable Regulations and legislation.

20.5. In any of the above cases, subject to Applicable Regulations, the Company will send back the funds received to the remitter by the same method as they were received and the Client will suffer the relevant Client's Funding Account provider's charges.

20.6. The Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's Funding Account on the Client's behalf, including but not limited to, the settlement of Transactions performed by or on behalf of the Client, for payment of all amounts

due by or on behalf of the Client to the Company or any other person.

- 20.7. Clients may only fund their Client Account through the various methods available to them on the Client Portal, including the use of Paying Agents where available. Under no circumstance should Clients effect any transfer of funds to their Client Account through any method outside of the Client Portal. Where any transfer is effected by a Paying Agent on the Client's behalf, delivery of payment by the Paying Agent shall be at the Client's entire risk. The Paying Agent may charge a non-refundable fee to the Client in exchange for services rendered.
- 20.8. By funding their Client Account the Client agrees and understands that neither the Company nor any Paying Agent, Introducing Broker or third party is liable for any losses that may arise during or as part of the transfer of funds. The Client understands that he/she is solely liable for all fund transfers.
- 20.9. The Client acknowledges that the processing times for the receipt or credit of any funds to or from the Client's Account may vary depending on the funding method chosen by the Client.
- 20.10. The Client has the right to withdraw the funds which are not required for Margin free from any obligations (i.e. Free Margin) from the Client's Account without closing the said account.
- 20.11. The Company reserves the right to impose minimum withdrawal amount thresholds at any time.
- 20.12. Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be transferred directly to the Client's Funding Account. Fund transfer requests are processed by the Company within the time period specified on the Company's Website and the time needed for crediting into the Client's personal account will depend on the Client's Bank Account provider.
- 20.13. The Client acknowledges that in case where a Client's Bank Account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen. Furthermore, the Client acknowledges that he has read and understood the additional information provided on each payment method available on the Client Portal.

21. Withdrawals

- 21.1. All withdrawal requests must be made by the Client through the Client portal. Withdrawal requests are typically processed within 1-3 business days in most cases and up to 7 business days for bank wires. Delays may occur due to unforeseen circumstances or additional verification requirements. The minimum withdrawal amount to process via Bank transfer is USD 100 or equivalent. Withdrawal requests below this amount will not be processed.
- 21.2. Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method as applicable, after which the Client will need to proceed with a new withdrawal request from the Client Portal. Where applicable, the Company reserves the right to send Client's funds only in the currency as these funds were deposited. Where applicable, if the Company is not satisfied with any documentation provided by the Client, then the Company will reverse the withdrawal

transaction and deposit the amount back to the Client's Account net of any charges / fees charged by the Client's Funding Account providers.

- 21.3. Client fund withdrawal or transfer requests will be performed from the Client Portal. The Company shall take every effort to notify the Client prior to any fund transfer request, of all charges, fees and costs for the said fund transfer.
- 21.4. The Company reserves the right to reject any withdrawal requests where additional documentation or information is required from the Client. The receipt of any withdrawal proceeds to the Client's Funding Account will vary depending on the funding method chosen by the Client.
- 21.5. If a withdrawal request fails for any reason, the customer will be promptly notified by an email indicating the reason for failed withdrawal. Reasons for failed withdrawals may include insufficient funds, technical issues, and incorrect method selected. Client is required to address the cause of the rejection before requesting a new withdrawal. For any questions or assistance regarding withdrawals, please contact support@landmarkmarkets.com.

22. Company's Charges

- 22.1. For any Services provided to the Client, the Company is entitled to receive fees from the Client as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. From time to time, the Company reserves the right to modify the size, the amounts, and the percentage rates of its Charges and the Client will be informed accordingly. The Client agrees that the Company is entitled to change its Charges unilaterally without any consultation or prior consent from the Client.
- 22.2. The Company may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with the Client). The Company may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Where the Client's Account was introduced by an Introducing Broker, a portion of Charges paid by the Client may be given to the Introducing Broker. The Company may also charge incidental banking-related fees such as wire charges for deposits/withdrawals and returned cheque fees. The Client may incur additional fees for the purchase of optional, value-added services offered by the Company.
- 22.3. The Client agrees that the Company has the right to charge the Client any service fee, including deposit and withdrawal fees, charged by any bank and/or card processor and/or electronic wallets service provider, at any time and at the Company's sole discretion and without the consent of the Client.
- 22.4. The Client confirms that the deposits by credit card are subject to fees as applicable from time to time by the credit companies.
- 22.5. All payment and transfer charges, including bank charges, for deposits and withdrawals shall be borne by the Client and the Company shall reflect the Client Account for these charges.
- 22.6. The Client will pay the Company any amount which he owes, when due, in freely transferable,

cleared and available same-day funds, in the currency and to the accounts which will be specified, and without making any offset, counterclaim, deduction, or withholding, unless the Client is required to do so by law.

- 22.7. The Company may deduct its charges from any funds which it holds on the Client's behalf. For this purpose, the Company will be entitled to combine or make transfers between any of the Client's Accounts. The Company has the right to close any open positions of the Client in order to settle any obligations owed by the Client to the Company.
- 22.8. Where a payment is due to the Company by the Client, but enough cleared funds are not yet credited to the Client Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to close out the Client's Open Positions, exercise other default remedies against the Client, and exercise any or all of its rights under the Agreement.
- 22.9. The Company will charge the Client interest on any amounts due, which are not paid, at such a rate as is reasonably determined by the Company as representing the cost of funding such overdue amounts. Interest will accrue on a daily basis. Furthermore, in the case that the Client fails to make the required deposit within the given deadline, the Company may also proceed with the sale of Financial Instruments from his Client Account(s) without further notice unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email, or by sending a relevant notification via our Trading Platform.
- 22.10. The Company may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Regulations. If the Client is required by law to make any deduction or withholding in respect of any payment, the Client agrees to pay such amount to the Company, and this will result in the Company receiving an amount equal to the full amount which would have been received had no deduction or withholding been required. The Company may debit amounts due from any of Client's Accounts.
- 22.11. The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
- 22.12. The Client acknowledges and accepts that when his bank and/or card and/or electronic account currency is different from the deposit currency assigned and/or the currency of his trading account, the currency conversion will be performed by the bank and/or card processor and/or electronic wallets service provider of the Client, at the prevailing exchange rate of the day and fees might apply.
- 22.13. The Client acknowledges and accepts that in the case of no activity, including funding or trading, within six (6) months, the Company reserves the right to charge a fixed administrative fee of USD 50 (or currency equivalent). In case the account balance is below USD 50 (or currency equivalent), the Company will charge any remaining balance and archive the Client's Account.
- 22.14. The Client further acknowledges and agrees that in cases where deposits and withdrawals are conducted on the Client Account without any trading activity, the Company reserves the right

to charge an administration fee of 3% of the deposited funds to cover any fees/transaction costs incurred by the Company. The administration fee will also be charged in cases where the Company has reason to believe that the Client Account is being used for purposes other than trading (i.e., the trading activity falls below the normal trading threshold as determined by the Company from time to time).

- 22.15. The Client acknowledges that the Company reserves the right to charge an administration fee in the amount of USD 250 (or equivalent in other currency) in the instance where a chargeback is placed either intentionally or unintentionally for any deposit made in a Client's Account. Once the chargeback is received by the Company, the administration fee will be charged to the Client's Account to cover further investigative expenses. In addition to the administration fee, the Client will remain responsible for the sum of any unsuccessful chargeback and any other charges that may be placed by the payment service provider or card processor regarding any unsuccessful chargeback case.
- 22.16. We reserve the right to seek reimbursement from you if we receive a chargeback from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card, or obtaining reimbursement from you by any other lawful means. You agree that the Company shall exercise its rights under this clause reasonably and in order to, but not limited to, reduce its risk of further loss, protect its own interests should it be alleged that the Trading Account was opened or funded by a third party and not the cardholder himself, or make sure that the required Maintenance Margin shall be met in the end (should any money be finally removed from the Trading Account as a result of the chargeback).
- 22.17. If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any of the following measures, depending on each case: immediately close any and all of your open Transactions whether at a loss or a profit and debit your Trading Account, with or without any notice; and/or immediately place restrictions on your Trading Account with or without any notice, including:
 - a) the restriction on making deposits using any payment method to your Trading Account, even in cases of margin alert(s);
 - b) the restriction on requesting withdrawals from your Trading Account;
 - c) the restrictions will be set at the Company's discretion; and
 - d) terminate the User Agreement in accordance with this User Agreement.
- 22.18. The Client acknowledges and accepts that all credit card transactions (deposits) are non-refundable and irrevocable.
- 22.19. The Client further confirms and acknowledges that the right of the chargeback shall not be permitted in cases when the Company has already executed a Transaction.

22.20. Any kind of fraud including credit/debit card fraud, without exception, will not be tolerated and will be investigated fully. If for any reason a claim, dispute, and/or chargeback is received by any payment method and the Company has reason to suspect possible fraud, the Client acknowledges that the Company reserves the right, at its sole discretion and without any limitation or notice, to place the following measures and restrictions on the Client's Account:

- a) Block any access to the Company's Electronic Systems and cancel the Client's Access Codes;
- b) Terminate the Client's Account in accordance with paragraph 27;
- c) Close any open positions regardless of a loss or profit and debit the Client's Account;
- d) Reverse any profits or revenues generated through prohibited trading activities and inform any interested third parties accordingly.

22.21. By accepting this Agreement, the Client has read, understood, and accepted the "Contract Specifications" as these are uploaded on the Company's Website, in which all related commission, costs, and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs, and financing fees and the new information will be available on the Website. It is the Client's responsibility to visit the Company's Website and review the Contract Specifications during the time he is dealing with the Company as well as prior to placing any orders with the Company.

23. Inducements

23.1. The Company, further to the fees and charges paid or provided to or by the Client or any other person on behalf of the Client may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company' duty to act in the best interests of the Client.

24. Introduction of Clients from a Third Party

24.1. The Client may have been recommended by an Introducing Broker. Based on a written agreement with the Company, the Company will pay a fee or commission to the Introducing Broker.

24.2. The Company pays a fee/commission to Introducing Brokers, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions performed by and the number of referred Client to the Company. The Company will disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, or other third parties.

- 24.3. The Client acknowledges and agrees that the Company shall not be responsible or liable for any agreement or arrangement that may exist between the Client and the Introducing Broker or for any additional costs in relation thereto that may arise as a result of this Agreement.
- 24.4. The Client acknowledges and agrees that the Introducing Broker acts independently and is not a representative or agent of the Company and does not otherwise act on behalf of the Company. The Introducing Broker is not authorised to provide any guarantees or any promises with respect to the Company or its Services and any advice or personal recommendations given by an Introducing Broker to the Client regarding his Client Account or Transactions is not given on behalf of the Company and nor does the Company accept or assume any responsibility whatsoever for any such advice or recommendations.
- 24.5. In its written agreement with Introducing Brokers, the Company prohibits Introducing Brokers from providing investment advice to Clients.

25. Force Majeure

- 25.1. The Company shall not be liable to Client for any claims, losses, damages, costs, or expenses including attorneys' fees caused directly or indirectly by any events, actions, or omissions including without limitation claims, losses, damages, costs, or expenses including attorneys' fees resulting from civil unrest, war, insurrection, international intervention, governmental action (including without limitation exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure, or malfunction of any transmission or communication system or computer facility whether belonging to landmarkmarkets.com, Client, any market, or any settlement or clearing system.
- 25.2. Where we reasonably consider that an exceptional event specified in Clause 25.3 has occurred or is occurring, we may make take one or more of the following steps without giving you notice and without being liable to you for any Losses that you may suffer as a result:
 - i. Change your Margin requirements which might mean that you may have to provide more Margin;
 - ii. Limit the availability of instructions that you can give in respect of an Order or Position;
 - iii. Close your open Positions at a price that we reasonably think is appropriate;
 - iv. Change the trading hours for a Product; and
 - v. Cancel or void all Orders or open Positions which are affected by the exceptional event.

- 25.3. An exceptional event is:

- i. Any fire, strike, riot, civil unrest, terrorist act, war or industrial action;
- ii. Any natural disaster such as floods, tornadoes, earthquakes and hurricanes;
- iii. Any epidemic, pandemic or public health emergency of national or international concern;

- iv. Any act or regulation made by a government, supranational body or authority that we believe stops us from maintaining an orderly market in relation the Products traded on the Platform;
- v. The suspension or closure of any exchange;
- vi. The nationalisation of any exchange by a government;
- vii. The imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on the Platform;
- viii. The abandonment or failure of any instrument that we use to make our quotes;
- ix. Excessive changes to the price, supply or demand of any product (or where we reasonably anticipate change);
- x. Technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- xi. The failure of any intermediate broker, agent, custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;
- xii. Liquidity Providers not providing, or being unable to provide liquidity, to us;
- xiii. An event which significantly disrupts the market, which could include the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product; or
- xiv. Any event causing partial or non-performance of our obligations beyond our reasonable control, such as breakdowns, delays, malfunctions, failures in communication, computer systems, or our website, industrial actions, acts of terrorism, natural disasters, governmental regulations, or failures by intermediaries like brokers, agents, custodians, or markets.

26. Miscellaneous

26.1. Market data and other published information

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

We may from time to time send published research reports and recommendations and other publications to you. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons. We make no representations as to the time of receipt by you of research reports or recommendations and cannot guarantee that you will receive such research reports or recommendations at the same time as other clients. We shall not be liable for any investment decision you make, based in whole or in part, on any investment research report, recommendation or other publication we send to you. Any such published research reports or recommendations may

appear in one or more screen information service.

26.2. No Waiver

- i. No provision of this Agreement may be waived unless the waiver is in writing and signed by both Client and an authorized officer of the Company.
- ii. No waiver of this Agreement may be implied from any course of trading between the parties or from any failure by The Company or its agents to assert its rights under this Agreement on any occasion or series of occasions.
- iii. No oral agreements or instructions to the contrary shall be recognized as enforceable.
- iv. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements, and there are no other terms, conditions, or obligations other than those contained herein.

26.3. Policies

- i. All Policies, in force from time to time, form part of the Agreement. By accepting, or having been deemed to accept, these Terms you confirm that you have read and understood the Policies and accept the Policies.
- ii. We may amend the Policies from time to time at our discretion. An amendment to the Policy will be reflected on the available version of such Policy on our Website. You are deemed to have accepted the amended and restated Policy after (7) Seven Business Days' of its posting on our website.

26.4. Assignment

These Terms will be for the benefit of and binding upon you and us, and our respective successors and assignees. You must not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or an interest in these Terms, without our prior written consent. Any purported charge or transfer in breach of this Clause will be void. You must not allow a trust to be declared over any of your rights under these Terms without our prior written consent.

Subject to Applicable Regulations we may delegate the performance of our obligations to an appropriate third party. Such delegation will not affect our obligations under these Terms. We will be entitled to assign all or part of our benefits or rights under these Terms without your consent.

Client authorizes the Company to transfer and assign Client's Account to a futures commission merchant or another legal entity. Client may not transfer or assign this Agreement without Landmark Capital Markets' prior written consent. Any purported assignment by the Client in violation of this provision is null, void, and unenforceable.

26.5. Monitoring, Security and Confidentiality

- i. Landmark Capital Markets may monitor the trading activity in Accounts to investigate or identify potential money laundering.
- ii. Client agrees and acknowledges that Client is the exclusive owner and solely responsible, jointly and severally if applicable, for the confidentiality and protection of Client's Account number(s) and password(s) that allow Client to place online orders and access Landmark Capital Markets electronic trading systems.
- iii. Client further agrees that Client will be fully responsible for all activities including brokerage transactions that arise from the use of Client's Account number(s) and password(s).
- iv. Client agrees to indemnify and hold Landmark Capital Markets harmless if any other person utilizing Client's confidential information provides instructions to Landmark Capital Markets that may be contrary to Client's instructions.
- v. Client will immediately notify Landmark Capital Markets in writing or by email of any loss, theft, or unauthorized use of Client's Account number and/or passwords.

26.6. No Separate Agreements

- i. Client acknowledges that Client has no separate agreement with Client's broker or any Landmark Capital Markets' employee or agent regarding the trading in Client's Account including any agreement to guarantee profits or limit losses in Client's Account.
- ii. Client understands that Client is under an obligation to notify the Company Compliance Department immediately in writing as to any agreement of this type. Further, Client understands that any representations made by anyone concerning Client's Account that differ from any statements Client receives from the Company must be brought to the attention of the Company's Compliance Department immediately in writing.
- iii. Client further acknowledges and agrees that the Company shall not be liable for any losses, damages, or liabilities arising from:
 - a. Transactions executed under the Client's direct authorization;
 - b. Transactions executed under the authority delegated through written authorization obtained through established and approved procedures; or
 - c. Any trading activity resulting in loss of principal.
- iv. the Company expressly disclaims any guarantee or assurance regarding the profitability of

trades or the protection of principal amounts invested. The Client assumes full responsibility for all trading risks, including the potential loss of principal.

- v. the Company shall have no liability for any losses, damages, or liabilities arising from any agreement or arrangement between the Client and a third party to whom the Client has granted written authority or otherwise. Any actions or transactions executed by such third party pursuant to the written authority are the sole responsibility of the Client.
- vi. Any disputed transactions must be brought to the attention of the Company's Compliance Department pursuant to the notice requirements of this Agreement.
- vii. Client agrees to indemnify and hold the Company harmless from all damages or liability resulting from Client's failure to notify the Company's Compliance Department within one (1) business day of any of the occurrences referred to herein. All notices required under this section shall be sent to the Company at its address.

26.7. **Severability**

This Agreement, any attachments thereto, and the terms and conditions contained in statements and confirmations contain the entire agreement between the parties with respect to the subject matter hereof.

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulating agency or body, such provision shall be deemed modified or, if necessary, rescinded in order to comply with the relevant court or regulatory or self-regulatory agency or body.

The validity of the remaining provisions and conditions shall not be affected thereby, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

27. **Client Complaint**

- 27.1. If the Client has any cause for complaint in relation to any aspect of the services provided by the Company, he should file a complaint as per the Company's Complaint Handling policy which is available in the Legal Documents section of the Company's Website.
- 27.2. The Client may register a complaint by completing the Company's Complaint Form and emailing it to: complaints@landmarkmarkets.com

28. **Conflicts of Interest**

- 28.1. Under Applicable Regulations the Company is required to have arrangements in place to

manage conflicts of interest between the Company and its clients and between clients themselves. The Company shall maintain and operate effective arrangements with a view to taking all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided the Company shall disclose to the Client the nature and source of the conflict. The Company shall at all times ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

28.2. The Client acknowledges and accepts that he has read and accepted the “Conflicts of Interest Policy”, which is available in the Legal Documents section of the Company’s Website.

29. Anti- Money Laundering Provisions

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

29.1. In accordance with anti-money laundering and combating the funding of terrorism standards, company may require identifying and verify the person who signs up. When a client opens an account, company is required to collect information such as, but not limited to, name and surname, date of birth, and residential address. The Client agrees that the Company reserves the right to close the account at its sole discretion if we come across any problem with the verification checks.

29.2. After the person completes the sign-up form, they will be asked to verify his or her email address via an activation link. If this step is not completed, access to the account will be denied.

29.3. After the Client completes the sign-up form, in order to access the account, they need to enable Two-factor authentication (2FA) on his account. It is an extra layer on your Trading account to protect your account and data from unauthorized access attempts.

29.4. In order to complete the identity verification, Company may make use of third-party providers to confirm any information that the person registers. The company may verify the Client’s information by requiring Client to provide official identification documents and proof of address or additional documents which you will be advised of at the time. Corporate clients will be required to submit additional documentation such as (not limited to) certificates of incorporation and articles of association.

29.5. At any given time whilst the Client has an account open with us, we may decide to conduct further verification checks (which may include requests for additional documents or information) to satisfy routine security checks. If we are not able to verify the person’s registered details if the Client is not able to or deny providing the requested document/s and/or information, the Company has the right to suspend the account and return any remaining balance up to the amount of the original deposits.

29.6. You agree strictly to comply with all applicable laws or regulations as well as the local authorities for preventing and surpassing money laundering activities, which requires company to obtain certain verification documents from Clients. If we reasonably consider you have not

so complied, we may terminate this Agreement immediately without notice.

- 29.7. The Company may also request the Client to inform the Company how the invested funds were obtained or accumulated. This process may require proof of certain documentation. Company has the right not to carry out orders or instructions received from the Client, as long as the Client has not supplied information requested by the Company. The Company takes no responsibility for any possible delays whereas the Client's verification documents are outstanding.
- 29.8. The Client confirms that the funds deposited to the account held with the Company are derived from legitimate sources. The Client further acknowledges and confirms that he or she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the account, and that the Client is trading on his or her own behalf and on his or her own accord.

30. Communication between the Client and Company

- 30.1. Client acknowledges and agrees that all reports, statements, and any other communications shall be transmitted to Client electronically by posting to Client's online account or via company's registered email to the email address on Client's application or to such other email address as Client may from time to time designate to Landmark Capital Markets. All official communications shall be conducted exclusively through the company's designated domain, LandmarkMarkets.com.
- 30.2. All emails sent to and from the Company are subject to monitoring, review, or disclosure to parties other than the Client or the Client's intended recipient. The Client acknowledges that there may be delays in emails being received by the intended recipient.
- 30.3. The Client agrees to hold the Company harmless for any delays in email delivery, regardless of whether the delay was caused by the Company or a third party. Emails sent to and from the Company's address may be retained by the Company's corporate email system.
- 30.4. The Client agrees not to use email to transmit orders to purchase or sell over-the-counter products and further agrees that the Company is not liable for any actions taken or omissions resulting from any email message sent to the Company. Electronic communications with the Company via our website, wireless devices, or touchtone services are also subject to monitoring, review, or disclosure to parties other than the recipient, and such communications may be retained by the Company.
- 30.5. Unless otherwise specified, the Client has to send any notice, instruction, request or other communication in writing to the Company's email address: info@landmarkmarkets.com.
- 30.6. Information may be provided by the Company to the Client in paper format or to the Client's registered email held in the Company's records (i.e. used to open his account).
- 30.7. All notices/information provided by the Company or received from the Clients should be in the English language.
- 30.8. If you accept any document via electronic means including by the checking the tick box, sending email through the company's designated domain, or confirming on the platform, you

will be treated as having accepted the document.

- 30.9. If electronic signatures are used in a communication between us, such communication shall be binding as if it were signed in writing.
- 30.10. You agree and acknowledge that we can communicate to you via the platforms, our websites, email, telephone, post, electronic chat and other means of communication.

31. Common Reporting Standard (“CRS”) / Foreign Account Tax Compliance Act (“FATCA”)

- 31.1. Under both CRS and FATCA regulations the Company is obliged to collect certain information from Clients concerning their tax residency status for purposes of tax reporting.
- 31.2. By opening an Account, the Client authorizes the Company to provide, directly or indirectly, to any relevant tax authorities or any party authorized to audit or conduct a similar control of the Company for tax purposes, information about the Client or his Account and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant.
- 31.3. The Client acknowledges and agrees that any information including, but not limited to, information regarding income paid or credited to or for the Client’s benefit may be reported to the tax authorities (directly or indirectly) in which the Client is a resident for tax purposes.
- 31.4. The Client shall immediately inform the Company of any changes in circumstance concerning his tax residency status within 30 days of such change.
- 31.5. The Company retains the right to suspend, restrict, or close Accounts in situations where a Client does not comply with the Company’s request for information to identify their tax residency status.
- 31.6. The Client acknowledges that the Company does not provide tax advice, and it is the Client’s responsibility to remain informed at all times as to their tax liabilities and obligations arising out of their Account activity.

32. Non-Solicitation and Non-Disparagement

- 32.1. The Client agrees not to engage in any actions that may result in the poaching of other clients of Landmark Capital Markets, including but not limited to soliciting, inducing, or attempting to solicit or induce other clients or business partner of Landmark Capital Markets to terminate or modify their relationship with Landmark Capital Markets.
- 32.2. The Client agrees that the Client shall not make, publish, or communicate to any person or entity any defamatory or disparaging remarks, comments, or statements concerning Landmark Capital Markets, its affiliates, subsidiaries, employees, agents, or representatives. This includes,

but is not limited to, statements that could harm the reputation, business, or financial interests of Landmark Capital Markets.

32.3. In the event of a breach of this Clause, the Client acknowledges and agrees that Landmark Capital Markets shall be entitled to seek immediate injunctive relief, without the necessity of posting a bond, in addition to any other legal or equitable remedies available. The Client further agrees to indemnify and hold harmless Landmark Capital Markets from any and all damages, costs, and expenses (including reasonable attorney's fees) arising from or related to such breach.

33. Provision of Information, Data Protection

33.1. The Client shall immediately provide the Company with any requested information as evidence for the matters referred to in this Agreement or to comply with any Applicable Regulations. The Client must also notify the Company of any material changes to such information. By opening an Account with the Company and placing orders or entering into Transactions with the Company, the Client acknowledges the provision of personal information (potentially including sensitive data) as defined by the applicable Data Protection Act. The Client consents to the processing of this information by the Company to fulfill its obligations under this Agreement and manage the relationship with the Client, which includes sharing information with third-party and affiliates. Data may be transferred, stored and processed in countries that do not offer "adequate protection" pertaining to the operation of the Client's Account. This includes processing instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of the Company's affiliates who are responsible for the Client relationship, to access Client information.

33.2. The Client confirms that they have read and accepted the "Privacy Policy," which is available on the Company's Website.

33.3. The Company manages personal data in accordance with the Applicable Regulations, and it has implemented security procedures to protect the storage and disclosure of Client's personal information to prevent unauthorized access and ensuring compliance with legal obligations.

33.4. The Company reserve the right to disclose personal information without informing the Client to any relevant regulator of the Client's business or, to the Client's employer (including the employer's Compliance Officer) if permitted exempt under the Applicable Regulations (or any successor or equivalent legislation or regulations in a foreign jurisdiction) or to any other person the Company accepts as seeking a reference or credit reference in good faith or to regulatory or governmental authorities if the Client is directly or indirectly involved in fraud.

33.5. The Client acknowledges and agrees that the Company may obtain, process, disclose and transfer personal data about the Client, (and, where applicable, individuals for whom the Client provides personal data) affiliates of the Company, without prior notification. The Client understands that the data protection laws in other jurisdictions may not provide the same level

of protection as those under the Applicable Regulations.

33.6. The Client acknowledges and accepts that he has read and accepted the “Privacy Policy”, which is available in the Company’s Website.

34. Termination & Closing procedure

- 34.1. These terms and conditions remain in effect until one of the instances of default or termination specified in these terms or otherwise available in the Client Agreement.
- 34.2. The Client may terminate this Agreement by giving five (5) business days’ written notice to the Company. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client’s open positions on expiry of the notice period to the extent the Client has not already done so.
- 34.3. Upon termination of this Agreement, the Company shall be entitled, without prior notice of the Client, to cease the access of the Client to the Trading Platform.
- 34.4. The termination by the Client or the Company does not relieve the client from the obligation to settle any account deficit, company reserves the right to exercise all its rights described in this agreement to fulfill and collect any funds owned by the client.
- 34.5. The Company may close all open Transaction positions and terminate this Agreement immediately without giving five (5) business days’ written notice in the following cases:

If at any time:

- i. The Client fails to comply fully and by the required time with any obligation to make any payment when due under this Agreement;
- ii. The Company has reasonable grounds to believe that the Client is in breach of any covenant or provision set out in this Agreement;
- iii. The Company believes that Client activity might be a violation of any Applicable Regulations;
- iv. The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of the Client;
- v. The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.

34.6. The Company may terminate this Agreement immediately without giving five (5) business days' written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

- 34.6.1. The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.
- 34.6.2. The Company have grounds to believe that the Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

34.7. The termination of this Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:

- 34.7.1. Any pending fees or commissions of the Company and any other amount payable to the Company;
- 34.7.2. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;
- 34.7.3. Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above Client liabilities or contingent liabilities from the Client's Account.

34.8. Upon termination of the Agreement, the Company shall immediately transfer to the Client the Client's assets (i.e. funds) in its possession, providing that the Company shall be entitled to keep such a Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

35. Amendment

- 35.1. We reserve a right to amend the terms of any Agreement including annexures entered into between you and Landmark Capital Markets, without your prior written consent.
- 35.2. We will publish the latest version of the Agreements on our website. The latest version will supersede all earlier versions.
- 35.3. We may amend or replace this agreement by publishing latest agreement on our website, including but not limited to:
 - a. Making the provisions clearer or more favourable to you;
 - b. Reflecting legitimate increases or reductions in the cost of providing services to you;

- c. Rectifying any mistakes that may be discovered;
- d. Reflecting any changes in the applicable laws, codes of practice or decisions by court, ombudsman, regulator or similar body;
- e. Reflecting changes in market conditions;
- f. Reflecting changes in the way we do business.

35.4. You agree to the version of this Agreement published on our website at the time of entering into a CFD transactions.

35.5. If you object to any changes, you must notify us within 14 days of the date of such Publication is deemed to be received under Clause 30. If you do not do so, you will be deemed to have accepted the changes. If you give us notice that you object, then the changes will not bind you; but we may require you to close your account as soon as reasonably practicable and/or restrict you from placing trades and/or orders to close your open positions.

35.6. An amendment made under this agreement will apply, including to all open positions and unexecuted orders, from the effective date as stated by us of the changes specified in this agreement.

35.7. You will be deemed to have accepted such amendment if you continue to use our Products and Services. An amendment may impact outstanding Orders, a Position or any legal rights or obligations which may already have arisen.

36. Intellectual Property

All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) related to the trading platforms remain with us or our licensors. You are not permitted to copy, interfere with, alter, amend, modify, reverse compile, or disassemble the trading platforms, unless explicitly allowed by us in writing or as permitted by law. Copies made in accordance with the law must adhere to the terms of this Agreement and must display all licensors' trademarks and copyright notices. If you use the MT4 or MT5 platform, maintain an updated record of copies made. Upon request, provide a statement of the number and location of these copies.

All intellectual property rights in the Company Trading Platform (Trading Platform") are the exclusive property of the Company and or its third-party service providers. Clients have no right or interest in the Trading Platform other than to access and use it as specified herein. The Trading Platform is confidential and was developed with substantial skill, time, effort, and money. You will protect its confidentiality, granting access only to employees and agents on a need-to-access basis. Do not publish, distribute, or disclose information related to the Trading Platform to third parties. Also, you must not copy, modify, decompile, reverse engineer, or create derivative works of the Trading Platform or its operation.

37. General Provisions

- 37.1. The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer his rights or obligations under this Agreement or any interest in this Agreement, without the Company's prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.
- 37.2. If the Client is a partnership, or otherwise comprises of more than one person, his liability under this Agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or Company's rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.
- 37.3. Without prejudice to any other rights which the Company may be entitled to, the Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the parties and between any account(s) of the client (whether actual or contingent, present or future). The Company can off-set any owed amounts using any account the Client maintains with the Company.
- 37.4. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.
- 37.5. The Company's records, unless proven to be wrong, shall be the evidence of Client's dealings with the Company in connection to the services provided. The Client shall not rely on the Company to comply with Client's record keeping obligations, although records may be made available to the Client on request at the Company's discretion.
- 37.6. This Agreement and all Transactions are subject to Applicable Regulations so that:
 - (i) if there is any conflict between this Agreement and any Applicable Regulations, the latter shall prevail;
 - (ii) These Terms and Conditions are an integral part of the Client Agreement. All provisions contained herein and in the Client Agreement shall be read together and construed as one cohesive document. In the event of any conflict or inconsistency between the provisions of these terms and the Client Agreement, the Company shall have the sole discretion to choose the interpretation or provision that is most beneficial to the Company;
 - (iii) nothing in this Agreement shall exclude or restrict any obligation which the Company has towards the Client under Applicable Regulations;
 - (iv) the Company may take or omit any action it considers necessary to ensure compliance with any Applicable Regulations and whatever the Company does or fails to do in order to comply with them shall be binding on the Client;
- 37.7. This Agreement may be amended from time to time, and the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the

Company's Website. Any changes to this Agreement shall not apply to Transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Client disagree with the changes, he may terminate this Agreement in accordance with paragraph 33 hereof.

- 37.8. A person who is not a party to the Client Agreement has no rights to enforce any terms of this Agreement.
- 37.9. In case the Company in good faith has reason to believe that a Client (whether individually or as part of a group) has participated in Abusive Behaviour as defined below, then the Company is entitled at its sole discretion:
 - i. to cancel any profits, as well as any Introducing Broker's fees, generated from Abusive Behaviour,
 - ii. to offset any resulting losses against related/hedged winning accounts,
 - iii. to terminate that Client's access to services provided by the Company or terminate the contract between the Company and the Client for the provision of services,
 - iv. to block that Client's Account(s) (save where required otherwise by a relevant authority) and to arrange for the transfer of any unused balance (less any bonus (if applicable)) to the Client.

For the avoidance of doubt, Abusive Behaviour includes the following:

- i. giving instructions on behalf of a client without due or proper authority;
- ii. repeatedly failing to respond to an email for a period of 15 days or more;
- iii. the Client, by himself or acting with others (including an Introducing Broker), constructing a trading position or positions which have the purpose to generate profits without exposure to economic risk, including without limitation loss of the Client's capital (or the capital of others);
- iv. the Client, by himself or acting with others, having an account or accounts where the Client hedging his positions including, without limitation, by holding open position(s) on the opposite of a trade, including, by way of illustration only, through use of a single or correlated currencies, at given periods, internally (using other trading accounts held with the Company) or externally (using other trading accounts held with other brokers).

38. Representations, Warranties and Undertakings

- 38.1. You represent, warrant, and undertake to us with the intention that the following warranties, representations, and undertakings are repeated each time you provide instructions to us:
 - i. The Client acknowledges that he/she is over 18 years old to enter into this Agreement and any transactions which may arise under them;
 - ii. If you are a company you are empowered by and have obtained all necessary

corporate authorisation from the relevant authorities or otherwise applicable, under the constitution and law where your company operates.

- iii. You are not under any legal disability and are not subject to any law which prevents you from entering the client agreement or any other forms as provided by the company or any margin contract, option contract or CFDs;
- iv. The Client is aware of the laws and regulations in regard to being allowed to enter into this Agreement and the information that he provides on the account opening form (registration process) as well as in any other documentation is complete, true and accurate. For any change or amendment in the above-mentioned information, including change of address, the client remains responsible to notify the Company;
- v. The client has and fully understood and undertakes to comply with the Client Agreement and this Terms and Conditions and the other various documents found on the Company's website, namely "Privacy Policy", "Policy on CFDs on Futures and Indices", "Conflict of Interest Policy", "Deposit/withdrawal Policy", "Risk Disclosure Policy", "Complaint Handling Procedure" and if applicable the "Cookie Policy" and "Website Usage Policy";
- vi. The Client has obtained the necessary approvals from the relevant regulatory and compliance authorities to make use of the services provided pursuant to these Terms and Conditions.
- vii. The Client confirms that all actions or transactions performed under this agreement will not violate any law or rule applicable to the client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- viii. The Client has read and fully understood the entire contents of this Agreement with which he fully accepts and agrees;
- ix. The client is duly authorised to enter into this agreement, to give order, instructions and requests and to perform its obligations thereunder;
- x. The Client acknowledges that the Company shall not be obliged to inform the Client of any developments or changes in laws, regulations, information and policies from any competent authority;
- xi. The Client agrees to direct advertising through cold calling by phone, or personal representation or by e-mail or any other electronic means used by the Company;
- xii. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any Transaction which may arise under them;
- xiii. The client has declared in the Client Opening form, if he is a Politically Exposed Person and will notify us if at any stage during the course of this agreement if he becomes a Politically Exposed Person.

- xiv. The client confirms that all funds deposited to his/her/its account are the property of the account owner and no other person or entity. The client will not conduct any transactions including trades which contravene laws or regulations in any transactions in relation to insider trading, market manipulation, or market abuse;
- xv. Client's performance under any Transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;
- xvi. This Agreement, each Transaction and the obligations created thereunder are binding on the Client and enforceable against the Client in accordance with their terms and do not violate the terms of any Applicable Regulations;
- xvii. There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any Transaction which may arise under it or the Client's ability to perform his obligations under this Agreement and/or under any Transaction which may arise under them in any material respect;
- xviii. The Client acknowledges that he understands the high risks associated and the potential for high profits with entering into the Transaction contemplated under this Agreement that you have obtained relevant taxation, legal, and other professional advice in relation to the Transactions;
- xix. The Client shall not enter into any Transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financially and otherwise) those risks;
- xx. The Client shall not provide the Company any information which is misleading and all information that the Client provides to the Company shall be true and accurate in all material respects. The Client shall inform the Company if his position changes and the information provided to the Company becomes misleading or does not materially represent his capacity and ability to trade with the Company.
- xxi. The client acknowledges and agrees that we will be acting as principal in our relationship with you. Our directors, employees, and associates may and can deal on their own account in relation to your transactions;
- xxii. The client acknowledges that he read and understood the above risk disclosure, any other information, or disclosure statement issued by us in relation to the financial products and transactions relevant to the Account. You have been recommended to obtain appropriate independent financial advice prior to entering this agreement and in any case, you have considered your own financial situation, objectives, and needs when you enter this agreement;
- xxiii. By entering into this Agreement, the Client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the Client;

38.2. The Client represents and warrants to disclose his/her/its Financial Information as follows:

- i. Client represents and warrants that the financial information disclosed to the Company in the Application is an accurate representation of the Client's current financial condition.
- ii. Client represents and warrants that in determining Client's Net Worth, Gross Income, Total Assets, and Liabilities were carefully calculated.
- iii. Client represents and warrants that in determining the value of Total Assets, the Client included cash and/or cash equivalents, any Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance, and other valuable Assets.
- iv. Client represents and warrants that in determining the value of Liabilities, Client included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence), and other debts.
- v. Client represents and warrants that Client has very carefully considered the portion of Client's Total Assets Which Client considers to be Risk Capital. Client recognizes that Risk Capital is the amount of money Client is willing to put at risk and if lost would not in any way change Client's lifestyle.
- vi. Client agrees to immediately inform the Company if the Client's financial condition changes in such a way as to reduce Client's Net Worth and/or Risk Capital.

39. Record Keeping and Call Recording

39.1. The Client agrees and acknowledges to the following:

- (i) to give his/her/its consents to us recording all telephone conversations, internet conversations (chat), and meetings between you and us and using or disclosing those recordings, or transcripts from those recordings, to any party (including but not limited to any regulatory authority and/or court of law) in connection with any dispute or anticipated dispute between us and you or in line with our legal and regulatory obligations.
- (ii) all conversations regarding Client's Account(s) between Client and Company's personnel may be electronically recorded with or without the use of an automatic tone warning device.
- (iii) to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or landmarkmarkets.com.

(iv) destroys such recordings at regular intervals in accordance with the company's established business procedures and Client hereby consents to such destruction.

39.2. Under Applicable Regulations, the Company is required to keep documents or data either in hard copy or electronic form including the documents agreed between the Company and the Client that set out the rights and obligations of the parties and the other terms on which the Company will provide services to the Client. The Company shall be able to retrieve the relevant documents/data without undue delay and present them at any time to the competent authorities if requested. Furthermore, the Company will arrange for records to be kept of all services provided and transactions undertaken by it.

39.3. The Company shall record all telephone conversations and electronic communication with Clients for the provision of its Services as well as other conversations with the Clients irrespective whether the said orders resulted in a transaction or not.

39.4. The documents shall be kept for a period of at least seven (7) years or otherwise as per applicable financial authority, inclusive of the right of the Competent Authority to request data, which is calculated after the execution of the transactions or the termination of the business relationship.

40. Company Liability and Indemnity

40.1. Access to the Trading Systems is provided "as is". The Company makes no warranties (express or implied) nor does it make any representations or guarantees regarding merchantability, suitability for a specific purpose, or otherwise with respect to the Electronic Systems, their content, related documentation, or any hardware or software provided by the Company. Users may encounter technical issues, including but not limited to delays, failures, malfunctions, software deterioration, or hardware faults caused by deficiencies in hardware, software, communication links, or other factors. These may result in economic loss and/or data loss. Under no circumstances shall the Company, its affiliates, or their employees be held liable for any loss (whether direct or indirect profit or revenue), cost, or damages, including but not limited to consequential, unforeseeable, or special losses arising from access, use, installation, maintenance, modification, deactivation, or attempted access to the Electronic Systems. The Company reserves the right, acting reasonably, to unwind an executed Transactions (including transactions that have been confirmed or settled) to reflect fair market value if the original pricing was impacted by Electronic System issues.

40.2. The Company disclaims liability for any loss, cost, or liability incurred by the Client as result of providing services described under clause 3 of this Agreement.

40.3. The Client acknowledges and confirms that, while the Company may issue trade-related notices by email or through other approved channels, the Company shall not be liable for any losses or damages if such notices are not provided.

40.4. The Company is not responsible for any loss, cost, or liability suffered by the Client due to the

negligence, intentional misconduct, or fraud of any third party including but not limited to bank, payment provider, or paying agent, provided the Company exercised reasonable diligence in selecting and appointing such third parties.

- 40.5. The Company shall not, under any circumstances, be liable to the Client for any business-related losses such as loss of profit, revenue, anticipated savings, goodwill, agreements, or contracts, nor for any indirect or consequential losses of any act or omission of a Paying Agent. The Company bears no responsibility for damages, injuries, or losses resulting from such third-party conduct.
- 40.6. Neither the Company nor its directors, officers, employees, agents, or representatives shall be liable for any indirect, special, incidental, punitive, or consequential loss or liability under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this clause, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.
- 40.7. Nothing in this Agreement shall operate to exclude or limit the Company's liability where such exclusion or limitation is prohibited under Applicable Regulations.
- 40.8. You agree continuously to indemnify us against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us or in connection with or caused by:
 - a. Your breach of this Agreement;
 - b. Us entering into any margin FX contract;
 - c. FX option contract or CFD;
 - d. Us taking any action under Clause Margin of this Agreement;
 - e. Any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an authorized person.
- 40.9. The indemnity in Clause 40.8 survives termination of this Agreement and any transaction under this Agreement.

41. Third Party Clause

- 41.1. The Company may use third-party service providers to support its trading services, including

but not limited to data providers, payment processors, and trading platform providers. The Company is not responsible for any actions, errors, or omissions of such third-party service providers.

- 41.2. The Company shall not be liable for any losses, damages, or liabilities incurred by the Client due to the actions or inactions of third-party service providers, including any disruptions or failures in their services.
- 41.3. The Client acknowledges and agrees that the use of third-party services is at the Client's own risk, and the Company does not guarantee the accuracy, reliability, or availability of such services.
- 41.4. The Client agrees to indemnify and hold harmless the Company, its affiliates, directors, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of third-party services.
- 41.5. The Company reserves the right to change, suspend, or terminate any third-party services at its discretion, with or without notice to the Client.

42. Rights of Third Party

Nothing in this Agreement is intended to confer on any person other than the us or you any right to enforce any term of this Agreement.

43. Governing Language

This Agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

44. Governing law and jurisdiction

- 44.1. This Agreement and the rights and obligations of the parties hereto, and any judicial or administrative action/proceeding or arbitration proceedings arising directly or indirectly hereunder, or in connection with the transactions contemplated hereby, whether brought by Client or Company, shall be governed by and construed in accordance with the laws of St. Lucia. The St. Lucia courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with the Agreement for which purpose all parties agree to submit to such jurisdiction.
- 44.2. The Client irrevocably agrees to have exclusive jurisdiction of the courts located in St. Lucia to

settle any disputes or claims which may arise out of or in connection with this Agreement for which purpose the Client agrees to submit to such jurisdiction and hereby waive any objection to the convenience or propriety of venue therein or any similar grounds.

ANNEXURE -I

RISK ACKNOWLEDGMENT, RISK DISCLOSURE AND TRADING RECOMMENDATIONS

1. **RISK ACKNOWLEDGEMENT**

- I. Contracts for difference, options, futures, swaps, forward rate agreements and many other derivatives (including most put options) are leveraged products and involve a high level of risk. It is possible for the Client to lose all his capital invested. Therefore, these products may not be appropriate or suitable for everyone and the Client should ensure that he understands the risks involved. If the Client considers that he is not properly able to understand the investment risks involved, he should seek independent advice.
- II. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.
- III. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.
- IV. Trading on an electronic platform carries risk.
- V. The risks and warnings of the document "Risks Disclosure Policy", found on the Company's website
- VI. The Client agrees and understands that:
 - He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
 - No interest shall be due on the money that the Company holds in his Client Account.
 - When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC).
- VII. The Client consents to the provision of the information of the Agreement by means of a Website.
- VIII. The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information

about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website. The client acknowledges and agrees that the company reserves the right to restrict and reserve the right to limit future access to all or some parts of the Website and/or Services in respect of certain jurisdictions. You fully understand and agree that we are not liable if the country of your location or residence becomes restricted or blocked. Restricted Territories include but are not limited to individuals residing in: Bahamas, Botswana, Burma (Myanmar), Cambodia, Democratic Republic of Congo, Cuba, Ethiopia, Ghana, Iran, Iraq, Japan, Libya, Malta, North Korea, Panama, Republic of Congo, Somalia, Sudan, Syria, Trinidad and Tobago, Tunisia, Vietnam, Zimbabwe.

- IX. The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments, which are contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost.
- X. The Client acknowledges and accepts that CFD trading on virtual assets comes with heightened volatility and significant financial risks that can lead to substantial losses. Clients must make informed decisions and manage their expectations when engaging in high-risk financial products, in accordance with their risk appetite and financial circumstances.
- XI. The Client acknowledges that the Company has not solicited, or in any other way recommended his/her participation in trading with the Company pursuant to any particular trading system, and that the Client has made inquiries and conducted sufficient research to make an informed investment decision.
- XII. The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that he is willing to undertake this risk.
- XIII. The Client acknowledges and accepts that the Company does not and shall not provide any investment advice. Where applicable, any general views expressed to the Client by the Company (whether orally or in writing) on economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as investment advice or recommendations by the Company and shall not give rise to any advisory relationship. Each decision by the Client to enter into a Contract for Difference or any other trading product offered by the Company is an independent decision by the Client. The Company does not act as an advisor to or serving as a fiduciary of the Client and the Company specifically disclaims any such duties.
- XIV. When the Client makes a decision to trade in any Financial Instrument, the Client should consider the risks inherent in such Financial Instrument and in any strategies related thereto. The Client's risk assessment should include a consideration of various risks such

as credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk and the risks of “over-the- counter” (as opposed to on-exchange) trading.

- XV. The preceding paragraphs does not constitute investment advice based on the Client's personal circumstances, nor is it a recommendation to use any of the services or invest in any Financial Instrument. Where the Client is unclear as to the meaning of any of the above disclosures or warnings, the Client is strongly recommended to seek independent legal or financial advice.
- XVI. We will not provide any personal or financial product advice to you in relation to the terms and conditions of this Agreement or on the merits of any trade. We deal with you on an execution-only basis and any advice we give you will be general advice only. This means that any advice we do give you has been prepared without taking account of your objectives, financial situation, or needs. In the circumstances, you should seek professional advice as to whether the financial products that we offer are suitable for your purposes having regard to your objectives, financial situation, or needs.
- XVII. We may from time to time send published research reports and recommendations and other publications to you. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons. We make no representations as to the time of receipt by you of research reports or recommendations and cannot guarantee that you will receive such research reports or recommendations at the same time as other clients. We shall not be liable for any investment decision you make, based in whole or in part, on any investment research report, recommendation or other publication we send to you. Any such published research reports or recommendations may appear in one or more screen information service.
- XVIII. The Client acknowledges and accepts that there may be risks other than those mentioned in the Risk Disclosure or Risk Acknowledgement sections. The Client also acknowledges and accepts that he has read and accepted the “Risk Disclosure” document, which is available on the Company's website.
- XIX. Client acknowledges that Landmark Capital Markets does not and will not give investment, legal, or tax advice or make trading recommendations. Client acknowledges that Landmark Capital Markets makes no representations concerning the tax implications or treatment of contracts.
- XX. Client agrees that Client is a self-directed investor, and all orders entered are unsolicited and based on Client's own investment decision or the investment decision of Client's duly authorized representative.
- XXI. Client agrees that neither Landmark Capital Markets nor any of its employees may be Client's duly authorized representative and that Client will neither solicit nor rely upon Landmark Capital Markets or any of its employees for any such advice.
- XXII. Client understands that Client is solely responsible for all orders entered including but not

limited to trade qualifiers, the number of trades entered, the suitability of any trade(s), investment strategies, and risks associated with each trade and will not hold Landmark Capital Markets or any of its employees liable for those investment decisions.

XXIII. Client further understands that Landmark Capital Markets does not and will not review the appropriateness or suitability of any transactions implemented or investment strategies employed in Client's Account.

XXIV. Client hereby agrees to hold Landmark Capital Markets and its officers, directors, employees, agents, and affiliates harmless from any liability, financial or otherwise, or expense (including attorneys' fees and disbursements) as incurred as a result of any losses or damages Client may suffer with respect to any such decisions, instructions, transactions, or strategies employed in Client's Account by Client or Client's duly authorized representative or as a result of any breach by Client of any of the covenants, representations, acknowledgments, or warranties herein.

2. RISK DISCLOSURE STATEMENT

This Statement is provided to you (the "Client" or "you") because you are considering Landmark Capital Markets Ltd. (hereinafter "the Company" or "Landmark Capital Markets") in Foreign Exchange Contracts, Contracts for Difference, deposits and payments products and other Derivatives Contracts ("Transactions") either on a margin basis or otherwise.

This statement cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in these Transactions and was designed to explain in general terms the nature of the risks particularly to dealing in these Transactions and to help the Client to take investment decisions on an informed basis.

Prior to applying for an account, you should consider carefully whether trading in these Transactions is suitable for you in the light of your circumstances and financial situation.

Trading in a margined account involves a high degree of risk including the risk of loss of the Client's entire Risk Capital deposited with Landmark Capital Markets. Losses in some cases have the potential to extend beyond the Client's Account Value.

In consideration of Landmark Capital Markets agreeing to enter into contracts with its client (s) for this Account, Landmark Capital Markets requires all the undersigned Client(s) to analyses their financial objectives, financial status, investment constraints, and tax situation to determine whether trading is suitable. In addition, we require our clients to carefully read and acknowledge the Landmark Capital Markets Risk Disclosure Statement that outlines without limitation the risks associated with trading a margined account through landmarkmarkets.com. By signing this Agreement, the Client understands and agrees that:

- i. OTC Margined Trading involves a high amount of risk and is highly speculative. Client(s) agrees that they are in full understanding and willing to assume the legal, economic, and other risks associated with trading a margined account and are willing and able to assume the loss of their entire Risk Capital defined as those funds that if lost would not change your lifestyle or your family's lifestyle. As such, they further agree that margined trading is not suitable for Retirement Funds. Landmark Capital Markets encourages Clients to actively manage outstanding open positions and to use prudent money management precautions such as but not limited to Stop Loss Orders.
- ii. Excessive leverage available with Margined accounts can lead to quick Client(s) agrees that using a high degree of leverage defined as the use of a small amount of capital to control a larger amount of an Open Position can result in large losses due to a price change(s) of open contract(s) with Landmark Capital Markets.
- iii. Landmark Capital Markets provides leverage on most trading products for most Clients of 100:1 or more. With 100:1 leverage, the Client has the potential to control a \$1,000,000 position with \$10,000 in an Account. Landmark Capital Markets encourages its clients to use only that portion of leverage that the Client is most comfortable with and to use money management precautions such as but not limited to Stop Loss Orders for the purpose of limiting risk. Landmark Capital Markets reserves at its sole discretion the right to reduce or increase the amount of leverage given on any trading product at any time and without notice.
- iv. Trading experience periods of liquidity risk. Client acknowledges that Liquidity Risk resulting from decreased liquidity is usually due to unanticipated changes in economic and/or political Client also acknowledges that Liquidity Risk can affect the general market in that all participants experience the same lack of buyers and/or sellers.
- v. The Client also understands that liquidity risk can be Landmark Capital Markets specific due to changes in liquidity available to Landmark Capital Markets from a Landmark Capital Markets Custodian of funds, interbank liquidity providers due to a perception that the risks of the market segment have increased. When liquidity decreases, Clients can expect at the minimum to have wider bid-to-ask spreads as the supply of available bid/ask prices outstrips the demand.

Decreases in liquidity can also result in “Fast Market” conditions where the price of a trading product moves sharply higher or lower or in a volatile up/down pattern without trading in an

ordinary step-like fashion. In some instances, there may exist the possibility that a trading bid and/or ask price for a trading product or products are not available (a situation where there is no liquidity). Although there may be instances when the aggregate OTC market enters a “Fast Market” situation or periods where liquidity is in short or no supply, it is important to note that prices, bid/ask spreads, and liquidity will reflect the prevailing interbank market liquidity for Landmark Capital Markets. Landmark Capital Markets can Liquidate Positions of the Client that do not have adequate margin: Because of the leverage available with OTC Margined Trading and the potential for extreme volatility, Landmark Capital Markets Custodian of funds reserves the sole discretionary right to liquidate Client’s Account(s) should the Margin in the Account not be sufficient to cover the potential risk of loss. Should the Client’s Account value go below the free of programming bugs that can cause trading position keeping or any other required functionality of the Trading Platform and other relevant software applications associated with Landmark Capital Markets including but limited to clearing and escrow Account software from becoming inoperable or without errors?

- i. There is a Communication Risk that the Client assumes. Although Landmark Capital Markets will have qualified representatives available on the telephone during business hours to accept and execute Client Market Orders, there exists the risk that the Client will not be able to contact or contact the Landmark Capital Markets representative due to but not limited to communication malfunction, an overabundance of telephone orders, or any other malfunction or
- ii. The Client acknowledges and agrees that they will hold harmless Landmark Capital Markets for any loss or missed trading opportunity resulting from any communication problems the Client may.
- iii. Landmark Capital Markets does not take responsibility for Money Should a Client grant a Money Manager trading discretionary trading authority or control over a trading account, the Client acknowledges that Landmark Capital Markets does not review the action or inaction of Money Managers and is not responsible for determining the suitability of trades made by a Money Manager. The Client agrees to hold Landmark Capital Markets harmless for any loss or liability arising from the decisions made by a Money Manager.

3. TRADING RECOMMENDATIONS

Client acknowledges that:



Any market recommendations and information communicated to Client by Landmark Capital Markets or by any person within the company does not constitute an offer to sell or the solicitation of an offer to buy any contract. Such recommendation and information, although based upon information obtained from sources believed by Landmark Capital Markets to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified; and

Landmark Capital Markets makes no representations, warranties, or guarantees as to and shall not be responsible for the accuracy or completeness of any such information or trading recommendation furnished to Client.

Client acknowledges that Landmark Capital Markets and/or its officers, directors, affiliates, associates, stockholders, or representatives may have a position in or may intend to buy or sell which are the subject of market recommendations furnished to Client and that the market position of Landmark Capital Markets or any such officer, director, affiliate, associate, stockholder, or representative may not be consistent with the recommendations furnished to Client by landmarkmarkets.com.