

IMPORTANT NOTICE TO CLIENTS

This Client Agreement is a legally binding contract between you and Advanced Markets (UK) Ltd (“AMUK”). It governs the provision of services to Professional Clients and Eligible Counterparties only, as defined under the applicable rules of the Financial Conduct Authority (“FCA”). You are encouraged to read this Agreement carefully and in full before proceeding. In particular, please pay close attention to the terms and provisions that are capitalised. These capitalised terms have specific meanings as defined in the Definitions and Interpretation section of this Agreement or as otherwise specified within the document. They are critical to understanding the legal and operational relationship between you and AMUK. By entering into this Agreement, you acknowledge that you have the necessary experience and knowledge to understand the risks involved and that you agree to be bound by the terms set out herein. If you are uncertain about any part of this Agreement, you should seek independent legal advice prior to signing.

1. INTRODUCTION

- 1.1 This Client Agreement (the “**Agreement**”) sets out the terms and conditions under which Advanced Markets (UK) Ltd (“AMUK”, “we”, “us” or “our”), a company incorporated in England and Wales (company number 10671764) and authorised and regulated by the Financial Conduct Authority (“FCA”) (firm reference number 777739), will provide services to you as our client.
- 1.2 This Agreement applies to both individual and corporate clients who have been categorised by AMUK under the FCA’s Conduct of Business Sourcebook (COBS) as Professional Clients or Eligible Counterparties, and are therefore not classified as Retail Clients.
- 1.3 By entering into this Agreement, you acknowledge and agree that:
 - (a) You have been appropriately categorised in accordance with the rules of the FCA and have received a separate Client Categorisation Letter confirming your classification;
 - (b) You meet the experience and knowledge requirements to understand the risks involved in the products and services we offer;
 - (c) You are not classified as a Retail Client under MiFID II or the applicable rules of the FCA, and accordingly will not benefit from the regulatory protections afforded to Retail Clients.
- 1.4 This Agreement forms part of the onboarding documentation provided to you and operates in conjunction with:
 - (a) Your Client Categorisation Letter;
 - (b) Any applicable Title Transfer Collateral Arrangement (TTCA) Letter;
 - (c) The terms of your onboarding through AMUK’s approved platform provider; and
 - (d) Client Financial Conditions.
- 1.5 You acknowledge and agree that, in addition to this Agreement, certain policies and disclosures govern or relate to the services provided to you, including, but not limited to, our [Privacy Policy](#) and, where applicable, our [Order Execution Policy](#). The Privacy Policy

is published on our website at <https://advancedmarkets.com> (or such other address as notified to you) and may be amended from time to time. The Order Execution Policy is provided to Professional Clients prior to entering into this Agreement and is available from the Company upon request. The Policy may also be made available to Eligible Counterparties for information purposes only, and its provisions do not apply to transactions with such clients.

- 1.6 These Terms supersede all previous terms and conditions (and any amendments thereto) between you and AMUK, and shall take effect from the date specified by AMUK or, where no date is specified, from the date you commence business with us.
- 1.7 Capitalised terms used in this Agreement have the meanings given to them in Clause 2 (Definitions and Interpretation) or as otherwise defined herein, unless the context requires otherwise.
- 1.8 Any schedules or annexes attached to this Agreement form an integral part of these Terms and shall have the same binding effect.
- 1.9 References to “you” or “your” in this Agreement shall refer to the client, whether acting in an individual or corporate capacity, unless expressly stated otherwise.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context requires otherwise, the following capitalised terms shall have the meanings set out below:

Account means your account with AMUK established under this Agreement, including all Transactions recorded in it.

Applicable Law means all laws, statutes, regulations, rules, requirements, procedures, standards and codes of practice applicable to AMUK or the services provided hereunder, including the Financial Services and Markets Act 2000, as amended from time to time, the FCA Handbook, the Markets in Financial Instruments Directive (MiFID II), and any other applicable rules of a relevant governmental, regulatory, or self-regulatory authority.

Authorised Person means a person you notify us as authorised by you to give instructions to us.

Automated System includes, without limitation, AMUK’s electronic trading platform and all associated systems for order entry, order routing, execution, recordkeeping, margin monitoring, and account reconciliation.

Business Day means any day (excluding Saturdays, Sundays and public holidays in England) on which banks are open for general banking business in London.

Client Categorisation Letter means the letter provided to you by AMUK confirming your regulatory classification as a Professional Client or Eligible Counterparty.

Collateral means all property of the Client held by or for AMUK, including without limitation cash, OTC Products, securities, or other assets, and includes all proceeds thereof.

Contract means a Transaction entered into between you and AMUK in respect of OTC Products offered by AMUK.

Margin means the money you hold with us as security for payment of any potential losses incurred by you in respect of any Transaction.

Margin Call means a call on you, requiring you to top up the amount of money you have in your Account as Margin in order to maintain your required Margin where the market has moved against you, and where the additional payment is required in order to maintain your Open Positions.

Open Position means any Transaction or part of a Transaction that has been entered into by you under this Agreement and has not been closed, settled, offset, or otherwise terminated in accordance with its terms. An Open Position represents your current exposure to market risk.

Order means any request placed by you to enter into a Transaction.

OTC or Over-the-Counter means any transaction or financial instrument that is traded bilaterally between parties and not executed on a regulated exchange or cleared through a central counterparty. For the purposes of this Agreement, OTC refers to over-the-counter foreign exchange contracts, including spot and forward contracts, and such other financial instruments or products as AMUK may from time to time make available to you.

Referring Agent means an introducing third-party agent.

Trading Agent means a third party to whom you have granted trading authority or control over your Account, whether on a discretionary or non-discretionary basis.

Transaction means any trade or agreement to buy, sell, or otherwise deal in an OTC Product executed between you and AMUK.

TTCA means Title Transfer Collateral Arrangement, an arrangement under which a Customer transfers full ownership of funds or assets to AM(UK) as collateral to secure present or future obligations. These funds or assets are held in separately designated accounts but may be used by AM(UK) in accordance with the terms of the TTCA. The Customer retains a contractual claim for the return of equivalent assets or funds, subject to the terms of the arrangement.

2.2 In this Agreement, unless the context otherwise requires:

Words importing the singular shall include the plural and vice versa;

References to a "person" include a natural person, company, corporation, firm, partnership, trust, or other entity;

References to a clause, schedule, or annex are to clauses, schedules, or annexes of this Agreement, unless stated otherwise;

Any reference to a statute or regulation shall include any amendment, extension, re-enactment, or replacement thereof;

References to any agreement or document shall include that agreement or document as amended, supplemented, or replaced from time to time.

2.3 Clause headings are inserted for convenience only and shall not affect the interpretation or construction of any provision of this Agreement.

2.4 If there is any inconsistency between this Agreement and any ancillary agreement or schedule, the terms of this Agreement shall prevail, unless expressly stated otherwise.

3. SCOPE OF SERVICES

3.1 AMUK may provide you with access to over-the-counter foreign exchange contracts, including spot and forward contracts, and such other financial instruments or products

as AMUK may from time to time make available to you (collectively referred to as “**OTC Products**”), subject to the terms of this Agreement.

- 3.2 All Transactions entered into under this Agreement shall be conducted on a bilateral basis, off-exchange, and shall not be cleared through a central counterparty. AMUK will act as principal and counterparty to all Transactions unless otherwise agreed in writing. You acknowledge and agree that AMUK is not acting as your agent or fiduciary in connection with any Transaction.
- 3.3 AMUK is authorised to open and maintain one or more Accounts in your name for the purpose of facilitating Transactions under this Agreement. AMUK is further authorised to act on your instructions, whether provided orally (subject to verification), in writing (signature required), or electronically (via secure access). Unless otherwise instructed by you in writing, AMUK may execute such instructions with or through counterparties selected at its discretion, having due regard to execution quality and prevailing market conditions.
- 3.4 The services provided under this Agreement are execution-only. AMUK does not provide investment advice, portfolio management services, or make personal recommendations. Any market commentary, pricing data, or other information provided by AMUK shall not constitute a recommendation or advice and should not be relied upon as such.
- 3.5 Transactions with Professional Clients will be executed in accordance with AMUK’s Order Execution Policy and subject to applicable market conditions, trading hours, and operational limitations as determined by AMUK in its sole discretion. Transactions with Eligible Counterparties will be executed on terms agreed between the parties and are not subject to the Company’s best-execution obligations, although AMUK will continue to act honestly, fairly, and professionally in conducting its business.
- 3.6 You acknowledge and agree that you are solely responsible for determining the suitability of any Transaction you enter into with AMUK, and that you have the necessary experience, knowledge, and understanding to evaluate and manage the risks involved.
- 3.7 AMUK may, at its discretion and without obligation, offer you access to one or more Automated Systems for the purposes of placing and managing orders, accessing market data, or monitoring account activity. The use of such systems shall be subject to AMUK’s platform terms and any applicable disclaimers.
- 3.8 AMUK reserves the right to modify or withdraw any service or product offering under this Agreement at any time, with notice to you where reasonably practicable.

4. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

- 4.1 You represent and warrant that you:
 - (a) are familiar with, and will comply with, all applicable laws and regulations relating to Anti-Money Laundering and Counter-Terrorist Financing (“**AML/CTF Laws**”), including without limitation the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Serious Organised Crime and Police Act 2005, and the Money Laundering Regulations 2017 (as amended from time to time);
 - (b) acknowledge that all Transactions and your relationship with AMUK are subject to such AML/CTF Laws;
 - (c) will not conduct business with any person or entity named on the HM Treasury sanctions list, and that neither you, nor (where applicable) any of your shareholders,

- partners, directors, officers, or Authorised Persons, are listed or associated with any sanctioned persons or entities;
- (d) will promptly provide such information or documentation as AMUK may reasonably request in connection with its obligations under applicable AML/CTF Laws.
- 4.2 You further represent and warrant that:
- (a) you are not aware of, and have no reason to suspect, that the funds used for any Transaction have been or will be derived from or connected with any criminal activity, including money laundering, terrorist financing, or other unlawful conduct;
- (b) the proceeds of any Transaction will not be used to finance any illegal activities; and
- (c) you, and where applicable, any person acting on your behalf or exercising control over your Account, are not politically exposed persons as defined in the applicable AML/CTF Laws, unless disclosed to and accepted by AMUK in advance.

5. RISK DISCLOSURE

- 5.1 Trading in OTC Products is highly speculative and involves a significant risk of loss. These products are traded on a margin or leverage basis, which means that a relatively small market movement may result in a proportionately large loss to you. The value of OTC Products may be affected by rapid changes in market conditions, interest rates, geopolitical events, liquidity constraints, and other unpredictable factors. Prices may move quickly and against your position, and losses may exceed your original deposit.
- 5.2 You should be prepared to lose all the funds you deposit with us and may be liable for additional losses beyond your initial investment. If market movements or changes to margin requirements result in a shortfall, you may be required to make additional deposits at short notice to maintain your Open Positions.
- 5.3 If you do not maintain sufficient funds to meet your margin requirements, we may close your Open Positions immediately and without notice. We are under no obligation to provide warnings or Margin Calls in advance of taking such action.
- 5.4 You should not trade in our products unless you fully understand and accept the risks involved. Trading in leveraged products is not suitable for everyone. You are strongly encouraged to read our Risk Warning Notice carefully before entering into any Transaction.
- 5.5 You are solely responsible for monitoring your Open Positions, margin obligations, and all activity on your Account. AMUK does not monitor your positions for you and will not provide advice or alerts regarding the effect of any Transaction, market development, or margin exposure. We cannot be held responsible for any losses or outcomes that differ from your expectations.

6. ELECTRONIC TRADING

- 6.1 You may access our services through one or more Automated Systems, which enable you to submit orders, receive market data, manage your Account, and access trade confirmations and other account-related information.
- 6.2 Trading through electronic systems involves certain risks. These include, but are not limited to, the risk of system or communication failure, software or hardware

malfunction, network latency, and connectivity interruptions. Such failures may result in delays or errors in order transmission, execution, confirmation, or reporting.

- 6.3 You are solely responsible for the security and reliability of your own access to our Automated Systems. AMUK does not guarantee continuous or error-free operation of any electronic platform and shall not be liable for any losses, damages, costs, or liabilities resulting from any system failure, delay, or disruption beyond our reasonable control.
- 6.4 You acknowledge that orders submitted via Automated Systems are typically executed immediately and without review. Once submitted, such orders may not be cancelled or modified. You are responsible for reviewing all orders before submission and for monitoring the status of your trades and margin obligations.
- 6.5 AMUK may, at its discretion, suspend access to any Automated System for maintenance, upgrades, or risk management purposes, and will take reasonable steps to notify you where practicable.

7. RISK OF LOSS AND LIMITATION OF LIABILITY

- 7.1 You acknowledge and accept that all Transactions are entered into at your own risk, and that you are solely responsible for any losses resulting from market fluctuations or changes in margin requirements. You further confirm that you have the financial capacity and risk appetite to sustain losses that may exceed your initial deposits.
- 7.2 AMUK shall not be liable for any failure or delay in the execution, transmission, or settlement of any Transaction or instruction due to causes beyond its reasonable control, including, without limitation, system failure, communication breakdown, third-party default, or market disruption.
- 7.3 You understand and accept the operational risks associated with using Automated Systems, including but not limited to service interruptions, software or hardware failures, delays in processing, and other forms of system malfunction ("**System Failure**"). These risks are further described in the Electronic Trading and System Access clause of this Agreement.
- 7.4 AMUK makes no representations or warranties of any kind, express or implied, with respect to the functionality, performance, or uninterrupted availability of any Automated System. AMUK expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 7.5 AMUK shall not be liable for any direct or indirect losses, including loss of profit, loss of data, or consequential damages, arising out of or in connection with the use, failure, or performance of any Automated System, even where AMUK has been advised of the possibility of such losses.
- 7.6 AMUK shall not be liable for the acts or omissions of any third party (including counterparties, banks, sub-agents, or service providers) unless such third party was selected with gross negligence or wilful misconduct on AMUK's part.

8. PRICING, MARKET INFORMATION, AND EXECUTION

- 8.1 AMUK will make available bid and ask prices for OTC Products through its Automated Systems or via its trading desk. These prices are indicative of the prices at which AMUK

is prepared to enter into Transactions with you at the time they are quoted. Each price will specify the currency pair and the applicable value date.

- 8.2 You acknowledge that all pricing and market information made available by AMUK, whether through Automated Systems, over the telephone, or via any other means, is for informational purposes only and does not constitute an offer to buy or sell or a solicitation of an offer to enter into any Transaction. Such information may be based on sources believed to be reliable, but AMUK does not guarantee the accuracy, completeness, or timeliness of any such information and shall not be liable for any losses arising from reliance on it.
- 8.3 AMUK does not warrant that the prices quoted via Automated Systems or through the trading desk represent the best available prices or prevailing market prices. Due to latency, high volume, market volatility, or technical factors, prices displayed may differ from prices available in the interbank market or other sources. AMUK may also apply spreads or mark-ups, including those imposed by Referring Agents.
- 8.4 You agree that by using the Automated System or the AMUK trading desk to place an order, you accept the execution method, including the immediate transmission or execution of orders under one-click trading or voice-confirmed execution protocols. Trades placed via telephone are considered binding once confirmed by the AMUK representative stating “agreed” or “done”.
- 8.5 In the event of a quoting error—whether due to typographical error, system malfunction, or miscommunication—AMUK reserves the right to correct the error and adjust or void any affected Transactions to reflect the fair market value at the time the error occurred, as reasonably determined by AMUK. AMUK shall not be liable for any losses arising from quoting errors, and you agree to review all confirmations and statements promptly. Failure to notify AMUK of any error within a reasonable time shall constitute acceptance of the Transaction as stated.
- 8.6 AMUK may, at its sole discretion, suspend or delay pricing or execution due to market disruption, system failure, or any other event beyond its reasonable control. In such circumstances, AMUK shall not be held liable for any resulting losses or delays in execution.
- 8.7 AMUK may, at its sole discretion, suspend or disable the provision of pricing, market data, or execution access to any account where the account equity is equal to or below zero (0.00) or otherwise falls below any minimum equity or margin requirement determined by AMUK. Pricing and trading access may be restored once the account equity has been restored to a level acceptable to AMUK. AMUK shall not be liable for any losses arising from the suspension or restriction of pricing or trading access in such circumstances.

9. ORDERS AND TRADING LIMITATIONS

- 9.1 AMUK may, in its sole and absolute discretion, refuse to accept or execute any Order or enter into any Transaction with you, without giving a reason or prior notice. This includes, but is not limited to, situations where AMUK believes the Transaction would breach Applicable Law, internal policies, or regulatory limits.
- 9.2 AMUK may impose limits on the size, value, or number of Open Positions you may hold at any time, whether on an absolute basis or relative to your margin balance, risk profile,

or trading history. Such limits may be amended by AMUK at any time without prior notice.

- 9.3 You agree not to exceed any trading or position limits imposed by AMUK, the FCA, or any applicable exchange, clearing house, or regulatory authority. If you breach any such limit, AMUK may, at its sole discretion and without notice, reduce or close your positions in whole or in part.
- 9.4 AMUK is under no obligation to execute any Transaction that would cause your Account to exceed an applicable limit, or where it reasonably believes such execution may result in undue market impact, operational risk, or exposure to AMUK.
- 9.5 You are responsible for monitoring your trading activity and ensuring compliance with all applicable limits. AMUK is not required to notify you if your Orders or positions approach or exceed any imposed limit, although it may do so at its discretion.

10. MARGIN REQUIREMENTS

- 10.1 You are required to maintain sufficient Margin in your Account to support your Open Positions at all times. Margin requirements are determined by AMUK in its sole discretion and may be subject to change at any time, with or without notice, based on market conditions, your trading activity, or other relevant factors.
- 10.2 AMUK may, at any time, require you to deposit additional Margin to maintain your Open Positions. You must satisfy any Margin Call within the time specified by AMUK, which may be immediate. Failure to meet a Margin Call within the required timeframe may result in the immediate closure of some or all of your Open Positions without further notice to you.
- 10.3 Margin must be provided in cleared funds via electronic transfer or other method approved by AMUK. Margin shall be deemed received only when cleared and available in your Account. AMUK may refuse to accept Margin in forms or methods it considers unsuitable.
- 10.4 AMUK's decision not to call for Margin at any time shall not be deemed a waiver of its rights to require Margin at a later date, nor shall it prevent AMUK from taking protective action, including liquidating positions, in the absence of additional Margin.
- 10.5 AMUK reserves the right to reduce or cancel any margin facility made available to you, or to impose higher Margin requirements than those set out by applicable regulatory authorities, at its sole discretion.
- 10.6 You acknowledge and agree that all funds and assets provided as Margin are subject to AMUK's rights under any applicable Title Transfer Collateral Arrangement (TTCA), security interest, or set-off rights, as further detailed in this Agreement.

11. FEES AND CHARGES

- 11.1 You agree to pay all fees, commissions, charges, and other costs incurred in connection with the services provided by AMUK. These may include, without limitation, mark-ups, mark-downs, spreads, transaction fees, account inactivity fees, and transfer or cancellation charges, as applicable.

- 11.2 Fees may also include costs imposed by liquidity providers, execution venues, banks, clearing houses, third-party agents, or regulatory authorities. Where applicable, such costs may be passed on to you at cost or included within AMUK's pricing or fees.
- 11.3 AMUK may receive remuneration or share revenue with Referring Agents or third parties involved in your onboarding or trading activity. Such arrangements may result in wider spreads or additional costs being applied to your Account. You may request a summary of these arrangements where AMUK is contractually permitted to disclose them.
- 11.4 AMUK will use commercially reasonable efforts to notify you of any changes to its fees or charges before such changes take effect. Notice may be provided via email, the AMUK website, or through the trading platform. Continued use of AMUK's services after any such notice constitutes your acceptance of the revised fees or charges.
- 11.5 Interest will accrue on any unpaid amounts due to AMUK at a rate of three (3) percentage points above the prevailing prime rate of AMUK's principal banking institution, or the maximum rate permitted by law, whichever is lower. You agree to reimburse AMUK for all costs, charges, and expenses (including legal fees) incurred in the collection of any unpaid amounts.
- 11.6 You authorise AMUK to deduct any fees, charges, or interest from your Account without prior notice. In the event of a dispute regarding fees, you may request a detailed breakdown, and AMUK will investigate the matter in accordance with its internal complaints policy.
- 11.7 A summary of AMUK's standard fees and charges, including transaction fees, wire transfer costs, and account service charges, is available on the AMUK website or upon request. As of the date of this Agreement:
 - (a) Domestic Wire Transfer: GBP 20; and
 - (b) International Wire Transfer: GBP 30.

12. CLIENT MONEY AND COLLATERAL ARRANGEMENTS

- 12.1 Funds transferred to AMUK for the purpose of satisfying actual or contingent obligations may, where appropriate, be subject to a Title Transfer Collateral Arrangement ("TTCA"). Where a TTCA applies, you agree to transfer full ownership of such funds to AMUK, and acknowledge that they cease to be client money under the FCA's Client Asset Sourcebook (CASS). AMUK may use such funds in the course of its business.
- 12.2 By entering into this Agreement, you give your express and informed consent to AMUK treating certain funds as subject to a TTCA, where AMUK determines that such treatment is appropriate having regard to your classification and trading profile. You understand and accept that:
 - (a) ownership of such funds transfers to AMUK upon receipt;
 - (b) such funds will not be segregated and are not protected as client money under the FCA rules;
 - (c) you retain only a contractual claim for repayment of an equivalent amount;
 - (d) in the event of AMUK's insolvency, you will rank as an unsecured creditor in respect of those funds.
- 12.3 You confirm that you consider these funds necessary to meet your present or anticipated margin requirements. You acknowledge that AMUK does not restrict the amount of

- funds you may deposit and that you remain responsible for monitoring your margin usage and withdrawing any surplus funds not required to meet your trading obligations.
- 12.4 AMUK will periodically assess whether TTCA treatment remains appropriate in light of your trading activity. If AMUK determines that TTCA is no longer suitable for all or part of the funds, AMUK may request that you reduce any surplus funds or transfer funds as permitted by regulation.
- 12.5 AMUK may invest or use funds transferred under a TTCA to meet margin, settlement, or hedging obligations with its counterparties. AMUK is entitled to retain any interest, yield, or return arising from such use.
- 12.6 AMUK may apply, withdraw, or transfer funds from your Account to:
- (a) meet any obligations you owe to AMUK under this Agreement;
 - (b) margin or settle Transactions;
 - (c) satisfy applicable fees or charges.
- 12.7 If you transfer to AMUK any financial instruments or other assets (other than money), such assets will be held in accordance with the FCA rules but will not constitute client assets unless specifically agreed in writing. AMUK may, subject to applicable rules, re-use or pledge such assets.
- 12.8 Funds transferred to hedging counterparties on your behalf may be held in AMUK's name and will be subject to the insolvency and risk framework of that counterparty. You acknowledge that in such cases, your claim may be against AMUK or the counterparty as an unsecured creditor.

13. SECURITY INTEREST AND REHYPOTHECATION

- 13.1 In addition to any rights conferred under a Title Transfer Collateral Arrangement, you hereby grant AMUK a first fixed charge, general lien, and right of set-off over all property, assets, and Collateral (including cash, financial instruments, and any rights or claims) held by or on behalf of AMUK in your Account, whether now or in the future, to secure the performance of your obligations under this Agreement.
- 13.2 You warrant that all such Collateral is, and shall remain, free from any security interest, lien, or encumbrance, other than those in favour of AMUK. You may not create any security interest over, or assign or dispose of, any such Collateral without AMUK's prior written consent.
- 13.3 AMUK may, without notice to you, re-use, pledge, hypothecate, rehypothecate, invest, loan, or otherwise deal with any Collateral it holds, on terms determined by AMUK in its sole discretion. AMUK is not required to account to you for any income, gain, or other benefit derived from such use, unless otherwise agreed in writing.
- 13.4 You acknowledge that:
- (a) AMUK is not obliged to return the identical assets originally transferred as Collateral;
 - (b) Your rights in relation to any such property are limited to the return of equivalent value or assets, subject to your obligations under this Agreement;
 - (c) In the event of your default, AMUK may sell, appropriate, or otherwise realise all or part of the Collateral without prior notice and apply the proceeds in satisfaction of any amounts owed.

13.5 The security interest granted under this clause is in addition to and without prejudice to any rights that AMUK may have under applicable law or regulation, or under any other clause of this Agreement.

14. EVENTS OF DEFAULT

14.1 Each of the following circumstances shall constitute an Event of Default under this Agreement:

- (a) Insolvency or incapacity – You become insolvent or bankrupt, a petition is filed, or proceedings are commenced for your winding-up, administration, receivership, or similar; or, in the case of an individual, you die or are declared legally incapacitated.
- (b) Failure to meet margin or collateral requirements – You fail to meet a Margin Call or maintain sufficient Collateral as determined by AMUK, regardless of current market quotations.
- (c) Breach of trading or position limits – You exceed any trading, order, or position limits imposed by AMUK or a regulatory authority and fail to remedy the excess upon request.
- (d) Failure to provide information – You do not respond, or fail to respond adequately, to a reasonable information request under this Agreement, including any required for compliance, credit review, or regulatory purposes.
- (e) Breach of Agreement – You breach any obligation, undertaking, or provision of this Agreement, and, where such breach is capable of being remedied, fail to do so within seven (7) days of being notified.
- (f) Regulatory or legal prohibition – It becomes unlawful for AMUK to continue to perform any obligation or Transaction under this Agreement due to a change in law or regulatory interpretation.
- (g) Regulatory intervention or direction – A regulatory or governmental authority instructs AMUK to suspend, limit, or terminate your access to services or to close any of your positions.
- (h) Misrepresentation – Any representation or warranty made or deemed made by you under this Agreement is, or becomes, materially inaccurate, false, or misleading.
- (i) Void or unenforceable obligations – Any Transaction or provision of this Agreement is declared or claimed (by you or a third party) to be wholly or partially void, voidable, or unenforceable.
- (j) Enforcement against assets – Any execution, distress, seizure, or similar process is levied against your property and is not discharged within seven (7) days.
- (k) Material Adverse Effect – In AMUK's reasonable opinion, a material adverse change occurs in your financial condition, legal standing, creditworthiness, or trading behaviour that could impair your ability to meet obligations under this Agreement.

14.2 Upon the occurrence of any Event of Default, and without the need for prior notice, demand, or court order, AMUK may take any or all of the following actions at its sole discretion:

- (a) Close out, terminate, or otherwise liquidate any or all Open Positions (whether individually or on a netted basis);
- (b) Cancel or reject any outstanding Orders or unexecuted instructions;

- (c) Realise, sell, apply, or appropriate any Collateral or assets held by AMUK in your name or on your behalf, including setting off against any obligations due;
- (d) Convert balances or assets held in one currency to another at prevailing exchange rates;
- (e) Accelerate any of your obligations under this Agreement so that they become immediately due and payable; and
- (f) Take any other step AMUK considers reasonably necessary to protect its legal, regulatory, or financial position.

Any such action may be taken without prior notice to you and without prejudice to any other rights or remedies available to AMUK under this Agreement or at law.

15. LIQUIDATION AND DEFICIT BALANCES

15.1 Following the occurrence of an Event of Default (as set out in Clause 14), AMUK may, at its sole discretion and without prior notice, take any steps it deems necessary to protect its interests. These may include:

- (a) closing out, terminating, or offsetting any or all of your Open Positions;
- (b) cancelling any unexecuted Orders or commitments;
- (c) selling, realising, or applying any Collateral or assets held by or for AMUK in connection with your Account;
- (d) taking a hedge or entering into offsetting transactions to mitigate risk exposure;
- (e) accelerating the settlement of any outstanding obligation.

Such actions may be taken on any exchange, trading venue, or through private negotiation, and AMUK may act as principal or agent in executing such trades.

15.2 Any proceeds resulting from liquidation, realisation of Collateral, or other enforcement actions shall be applied in the following order (without prejudice to AMUK's other rights):

- (a) to cover all reasonable costs, charges, or expenses incurred in connection with the liquidation or enforcement;
- (b) to satisfy any amounts due and payable by you to AMUK under this Agreement, including Margin, trading losses, fees, or interest;
- (c) any surplus will be credited to your Account or returned to you as appropriate.

15.3 If, after liquidation and application of proceeds, there remains a shortfall between the amount realised and the total amount you owe, you shall be fully liable for the outstanding balance. AMUK may demand immediate payment of such deficit, together with:

- (a) interest on the unpaid amount at a rate of 3% above the prevailing prime rate of AMUK's principal banking institution (or the maximum rate permitted by law, if lower);
- (b) all reasonable costs of recovery, including legal fees, collection agency costs, and administrative expenses.

Payment shall be due on demand and may be enforced without prejudice to any other remedies available to AMUK.

15.4 AMUK's decision not to act immediately upon the occurrence of an Event of Default, or to delay exercising any of its rights under this Clause, shall not be deemed a waiver of those rights. Nor shall it limit AMUK's ability to enforce its rights at any time thereafter.

16. SETTLEMENT, ROLLOVERS, AND DELIVERY INSTRUCTIONS

- 16.1 For any Transaction that has not been netted or offset prior to its value date, you are responsible for providing AMUK with clear and timely settlement or delivery instructions.
- 16.2 Unless otherwise agreed, such instructions must be received:
- (a) no later than two (2) hours before the scheduled settlement cut-off on the intended value date, and
 - (b) for delivery instructions, by 12:00 p.m. New York time on the Business Day prior to the relevant settlement date.
- 16.3 If you fail to provide instructions in time, or sufficient funds or documentation to settle the position, AMUK may take any of the following actions at its discretion:
- (a) roll the position forward (a "rollover");
 - (b) offset the position;
 - (c) settle or deliver on your behalf upon such terms as AMUK considers reasonable.
- Any such action will be undertaken at your risk and expense.
- 16.4 If you intend to roll forward an Open Position past its value date, you must give AMUK rollover instructions before the applicable rollover deadline, as published by AMUK or notified to you from time to time. In the absence of timely instructions, AMUK is authorised—but not obliged—to initiate a rollover on your behalf. AMUK may apply rollover charges, funding adjustments, or other costs, as set out in its prevailing fee schedule. Rollovers may not be available for all positions, and AMUK reserves the right to refuse or cancel any rollover at its discretion.
- 16.5 You are solely responsible for monitoring settlement dates, instructing AMUK within the specified timeframes, and ensuring that sufficient funds or assets are available in your Account for settlement, rollover, or delivery. Failure to comply with the settlement obligations in this clause may constitute an Event of Default and result in position liquidation or additional charges under this Agreement.

17. CROSS TRADES AND TRADING AHEAD

- 17.1 You acknowledge and agree that AMUK, its officers, employees, affiliates, Referring Agents, or other clients may act as counterparty to your Transactions or may otherwise have an interest in the instruments traded. AMUK may execute Transactions where it or an associated party has a direct or indirect interest in the opposite side of the trade, whether as principal or agent. You expressly consent to AMUK entering into such cross trades.
- 17.2 AMUK, its personnel, and related entities may also execute orders or hold positions in the same instruments you trade—before, during, or after your order is placed. While AMUK seeks to provide fair execution and manage conflicts of interest, you acknowledge that:
- (a) AMUK does not guarantee priority or exclusivity in execution;
 - (b) There is no assurance that you will receive the best available price in every market condition;
 - (c) Other clients or internal trading activities may benefit from more favourable pricing or timing.

Such activity does not constitute a breach of fiduciary duty or an obligation to disclose proprietary strategies. AMUK will manage these situations in accordance with its Conflicts of Interest Policy, a summary of which is available upon request.

18. NETTING POSITIONS

- 18.1 AMUK may, at its discretion and without prior notice, net your Open Positions against each other where appropriate. Netting may apply in the following circumstances:
- (a) Where you hold offsetting positions in the same currency pair with the same value date, AMUK may combine them into a single net position;
 - (b) Where multiple settlement obligations arise on the same date, AMUK may aggregate and net the amounts owed between the parties so that only a single payment or delivery obligation remains;
 - (c) Where any Transaction has been closed, AMUK may calculate the net profit or loss and apply it to your Account accordingly.
- 18.2 Netting shall apply automatically upon execution or closing of relevant Transactions unless AMUK elects otherwise. You acknowledge that netting reduces your overall exposure and facilitates efficient cash and collateral management. It does not limit AMUK's right to enforce any outstanding obligation on a gross basis where permitted or required.
- 18.3 This clause is without prejudice to any other netting, set-off, or close-out rights AMUK may have under law, under any master agreement between the parties, or in connection with an Event of Default.

19. TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS

- 19.1 AMUK will make available to you trade confirmations and periodic account statements via the trading platform, secure portal, or another electronic delivery method agreed with you. Each confirmation will detail the terms of the executed Transaction, and statements will reflect your Account balance, Open Positions, and any fees or charges applied.
- 19.2 You are responsible for reviewing each confirmation and statement promptly upon delivery. If you believe there is an error or discrepancy, you must notify AMUK in writing within one (1) Business Day of receipt. Any objections raised after this time may not be considered, and AMUK shall be entitled to treat the information as accurate and accepted.
- 19.3 A failure to receive a confirmation does not relieve you of the obligation to settle or perform under the relevant Transaction. If you believe you should have received a confirmation and have not, you must contact AMUK immediately.
- 19.4 Margin calls, if issued, shall also be binding unless clearly caused by error and disputed promptly in writing.

20. COMMUNICATIONS AND NOTICES

- 20.1 Unless otherwise specified in this Agreement, all notices, instructions, account statements, trade confirmations, and other communications (collectively,

- “Communications”) between you and AMUK may be delivered by email, secure platform messaging, or any other electronic method agreed between the parties.
- 20.2 You are responsible for maintaining up-to-date contact details with AMUK, including a valid email address. Communications sent to your last known contact details shall be deemed delivered even if you fail to access them.
- 20.3 A Communication will be deemed received:
- (a) If sent by email: at the time of transmission, unless the sender receives a delivery failure notification;
 - (b) If posted on a secure platform: when made available and accessible;
 - (c) If delivered by hand or courier: on the date and time of actual delivery.
- If the delivery occurs outside of normal business hours in the recipient’s location, it will be deemed received at the opening of the next Business Day.
- 20.4 If a Communication is required to be made in writing and cannot be delivered electronically, it should be sent to:

AMUK:

Advanced Markets (UK) Ltd

1, Unit 8, The Warehouse, Woolyard, 52-56 Bermondsey Street, London SE1 3UD, UK

Client:

The address and contact details provided in the Account Application Form, or as otherwise notified to AMUK in writing.

- 20.5 AMUK may rely on any instruction, notice, or communication received from your authorised representatives, as designated in your Account Application or as notified in writing. You are responsible for ensuring that such authorisation is current and valid at all times.

21. WITHDRAWALS AND TRANSFERS

- 21.1 You may request to withdraw funds from your Account at any time, provided that:
- (a) there are no outstanding obligations or unpaid amounts owed to AMUK;
 - (b) sufficient cleared funds are available for withdrawal; and
 - (c) the withdrawal would not cause any breach of your Margin requirements or reduce your Account below required levels.
- 21.2 All withdrawal requests must be submitted via the AMUK-approved withdrawal form, available through the client portal or upon request. AMUK may request additional verification or documentation before processing a withdrawal.
- 21.3 Withdrawals will be processed by electronic funds transfer, and will be made to the original source of funds or another account in your name, unless otherwise agreed. AMUK reserves the right to reject or delay any withdrawal where it believes the request may be fraudulent, incomplete, or in breach of applicable law or internal policy.
- 21.4 Where agreed with AMUK, you may request to deposit or withdraw funds in the form of digital assets (e.g., cryptocurrencies). Such requests will be conducted through a third-party provider with whom AMUK may have a commercial relationship and are subject to separate terms and conditions, including custody arrangements, wallet verification, and

applicable processing timelines. Notwithstanding any such relationship, the services provided by that third-party are entirely separate from the services provided by AMUK. AMUK does not provide crypto-asset services, does not act as agent, intermediary, or arranger in relation to such transactions, and has no involvement in the execution, settlement, or custody of digital asset transfers. AMUK does not itself hold, receive, transfer, or otherwise engage in the handling of digital assets on our behalf and does not participate in the execution or settlement of such transactions. Your decision to use any such third-party provider is made at your sole discretion and risk. AMUK does not guarantee, endorse, or assume responsibility for the services, performance, or solvency of any such provider. You are solely responsible for ensuring the accuracy of wallet addresses, the security of your digital assets, and the suitability of the digital asset used for the transaction. You acknowledge that any digital asset transaction takes place outside of AMUK's regulatory permissions and operational control, and that AMUK has no visibility into, or responsibility for, the origin, routing, or handling of such assets prior to their conversion into fiat currency and transfer to AMUK. You acknowledge that digital asset transfers are subject to specific risks, including but not limited to:

- (a) on-chain delays, transfer failures, or irreversibility;
- (b) errors in wallet address entry;
- (c) price volatility and slippage;
- (d) regulatory restrictions or asset blacklisting;
- (e) potential loss of the entire amount transferred.

AMUK shall not be liable for any loss or delay arising from such risks or from the acts or omissions of any such third-party provider.

- 21.5 Funds may not be withdrawn if they are subject to a lien, set-off, or any pending trade settlement.
- 21.6 Requests will typically be processed within two (2) Business Days, but AMUK makes no guarantee of same-day processing and shall not be liable for delays outside of its control.

22. INACTIVE ACCOUNTS

- 22.1 If there is no trading activity on your Account for a continuous period of six (6) months, AMUK may classify the Account as inactive or dormant. Once classified, the following may apply:
 - (a) A standard monthly inactivity fee may be charged until the Account is reactivated or closed;
 - (b) Your Account may be archived or suspended from AMUK's systems, and trading access may be restricted;
 - (c) You may be required to complete updated onboarding or compliance checks before reactivation, including submission of new documentation.
- 22.2 AMUK will make reasonable efforts to notify you prior to applying inactivity fees or suspending the Account. However, it is your responsibility to monitor Account status and maintain current contact details.
- 22.3 If trading activity resumes before the six-month period has lapsed, the Account will be deemed active again and will not be subject to inactivity procedures.

22.4 AMUK reserves the right to decline reactivation requests where it determines, at its sole discretion, that reopening the Account would be inappropriate, unlawful, or inconsistent with its risk or compliance policies.

23. THIRD-PARTY MANAGERS AND REFERRING AGENTS

23.1 If you appoint a third party to act as your Trading Agent—whether on a discretionary or non-discretionary basis—you do so entirely at your own risk. AMUK does not evaluate, recommend, or monitor the performance, experience, or suitability of any Trading Agent. You are solely responsible for their selection and the terms of your arrangement with them.

23.2 AMUK shall not be liable for any losses, damages, or costs incurred as a result of the actions, omissions, or decisions of a Trading Agent, whether or not authorised by a power of attorney. You must ensure that any Trading Agent acting on your behalf is properly authorised and complies with applicable laws and this Agreement.

23.3 If your Account is introduced to AMUK by a third-party Referring Agent, you acknowledge and agree that:

- (a) The Referring Agent is independent of AMUK and not acting as AMUK's agent or representative;
- (b) AMUK is not responsible for any representations, advice, or information provided to you by the Referring Agent;
- (c) Any compensation paid by AMUK to a Referring Agent may be based on the volume or value of your trading activity and may affect the overall cost of execution.

23.4 You may request details of any such compensation arrangements where AMUK is contractually permitted to disclose them. If you believe you have received misleading or improper advice from a Referring Agent, you must notify AMUK's Compliance team immediately.

23.5 AMUK may, at its discretion, grant Referring Agents access to view Account information, but such access does not entitle them to place Orders unless you have specifically granted that right through a signed and valid trading authority.

24. NO GUARANTEES OR PERFORMANCE PROMISES

24.1 You acknowledge and agree that:

- (a) AMUK does not guarantee the performance of any Transaction, strategy, trading system, or market outcome. Trading in OTC Products involves a high degree of risk, and past performance—whether of markets, strategies, or third parties—is not indicative of future results.
- (b) No employee, representative, Referring Agent, or Trading Agent of AMUK is authorised to make representations or guarantees concerning potential profits or losses in connection with your Account. If any such assurance has been given to you, it is invalid, unauthorised, and must be reported to AMUK immediately.
- (c) AMUK does not endorse or supervise the use of any third-party trading programs, signal providers, courses, algorithms, or advisory services that may be promoted by Referring Agents or third parties. You accept full responsibility for the risks associated with relying on such systems or advice.

- 24.2 Your trading decisions must be made independently and based on your own assessment of the risks and suitability of the products and strategies involved. You accept that all investment decisions and their outcomes are your sole responsibility.

25. CREDIT REVIEW, FINANCIAL DISCLOSURES, AND FOREIGN DEPOSITS

- 25.1 AMUK may, at any time, conduct credit or background checks on you or your associated parties, and you authorise AMUK to obtain information from banks, financial institutions, credit agencies, brokers, or regulatory bodies as necessary to verify your identity, financial standing, or trading history.
- 25.2 You agree to promptly provide AMUK with accurate and complete financial information as requested, both during the onboarding process and on an ongoing basis. This includes, without limitation, confirmation of income, net worth, investment experience, or legal capacity. You also agree to notify AMUK without delay if there is any material change in your financial condition, legal status, or beneficial ownership structure.
- 25.3 Where AMUK holds funds for you in a currency other than GBP or outside the United Kingdom, such funds may be deposited with banks or financial institutions in other jurisdictions. You understand and accept that:
- (a) Foreign deposits may be subject to different regulatory protections and insolvency regimes;
 - (b) Political, legal, or operational risks in the jurisdiction of the deposit may affect the accessibility or recoverability of your funds;
 - (c) Exchange rate fluctuations may impact the value of foreign currency deposits.
- 25.4 By entering into this Agreement, you expressly authorise AMUK to hold or transfer funds to foreign institutions in connection with the execution or settlement of your Transactions.

26. CLIENT REPRESENTATIONS AND WARRANTIES

- 26.1 By entering into this Agreement, and each time you enter into a Transaction with AMUK, you represent and warrant to AMUK that:
- (a) You have full legal capacity, power, and authority to enter into and perform this Agreement and each Transaction contemplated under it. If you are acting on behalf of a company or legal entity, you are duly authorised to bind that entity;
 - (b) The information you have provided to AMUK, including all onboarding documentation and financial disclosures, is true, complete, and not misleading in any material respect, and you will promptly update AMUK of any changes;
 - (c) You are entering into this Agreement and any Transactions as principal (and not as agent or trustee), unless expressly disclosed and agreed otherwise in writing;
 - (d) You are not subject to any restriction or prohibition (whether by law, regulation, order, or contractual arrangement) that would prevent you from entering into this Agreement or engaging in Transactions as contemplated herein;
 - (e) You are not relying on any representation or warranty made by AMUK or its agents, other than as expressly set out in this Agreement. You understand that AMUK does not provide investment advice or fiduciary services;

- (f) All funds and assets deposited with AMUK are owned by you and are not subject to any lien, encumbrance, or third-party claim, and do not represent the proceeds of criminal activity or any unlawful conduct;
- (g) You are in compliance with all applicable laws, including anti-money laundering, anti-bribery, sanctions, tax, and securities regulations in your jurisdiction and in the United Kingdom;
- (h) You are not a politically exposed person (PEP), nor are any associated persons acting on your behalf, unless previously disclosed to and accepted by AMUK;
- (i) There is no pending or threatened legal action, insolvency proceeding, or enforcement measure that would materially impair your ability to perform your obligations under this Agreement.

26.2 These representations and warranties are deemed to be repeated continuously for the duration of this Agreement and upon the execution of each Transaction, unless otherwise notified in writing to and accepted by AMUK.

27. INDEMNITY

27.1 You agree to indemnify and hold harmless AMUK, its directors, officers, employees, affiliates, agents, and service providers (collectively, the “Indemnified Parties”) from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees and enforcement costs) arising from:

- (a) any breach by you of this Agreement or any representation, warranty, or undertaking made by you;
- (b) any action or inaction by a Trading Agent, Referring Agent, or other third party appointed or introduced by you;
- (c) the execution or settlement of any Transaction in accordance with your instructions (including instructions from an authorised representative);
- (d) any failure by you to comply with Applicable Law, including any reporting, tax, or anti-money laundering obligations;
- (e) any claim by a third party arising from your use of the services provided by AMUK, except to the extent such claim results directly from AMUK’s gross negligence, wilful default, or fraud.

27.2 This indemnity is in addition to, and does not limit, any other rights or remedies AMUK may have under this Agreement or under law. It will survive the termination of this Agreement and continue in full force for any obligations or claims arising out of your use of AMUK’s services.

28. AMENDMENTS

28.1 AMUK may amend or update the terms of this Agreement at any time by providing notice to you via email, platform notification, or by publishing the revised terms on its website. Unless otherwise specified, amendments will take effect ten (10) Business Days after such notice is provided.

28.2 Your continued use of AMUK’s services after the effective date of any amendment will constitute your acceptance of the revised terms. If you object to any proposed change, you may terminate this Agreement in accordance with Clause 29 below.

28.3 AMUK may make immediate changes to the Agreement, without advance notice, if required:

- (a) to comply with Applicable Law or a regulatory directive;
- (b) to address a technical, operational, or security issue; or
- (c) in any urgent situation where AMUK reasonably believes delay would create risk or disruption.

In such cases, AMUK will notify you as soon as reasonably practicable after the change takes effect.

29. TERMINATION

29.1 Either party may terminate this Agreement at any time by giving 30 days' written notice to the other. Termination shall not affect any Transactions already entered into or rights accrued before the termination date.

29.2 Termination by AMUK may also occur immediately upon written notice in the event of:

- (a) a material breach of this Agreement;
- (b) regulatory requirement;
- (c) suspected abuse, fraud, or misuse of the platform or services.

This right of termination is without prejudice to AMUK's enforcement rights under Clause 14 (Events of Default), which may be exercised immediately and independently of this clause.

29.3 Upon termination:

- (a) All Open Positions shall be closed out or settled at AMUK's discretion;
- (b) Any net credit balance will be returned to you, after deduction of outstanding fees or liabilities;
- (c) AMUK may consolidate your Accounts and apply any balances toward outstanding obligations;
- (d) Any indemnities, representations, exclusions of liability, and rights that are intended to survive termination shall remain in full force.

30. FORCE MAJEURE

30.1 AMUK shall not be liable for any failure to perform, delay in performance, or interruption of its obligations under this Agreement where such failure or delay results from circumstances beyond its reasonable control. These may include, but are not limited to:

- (a) acts of God, natural disasters, or extreme weather events;
- (b) war, terrorism, civil unrest, or public disturbance;
- (c) strikes, lockouts, or other industrial action;
- (d) cyberattacks, system failures, or communication outages;
- (e) governmental or regulatory restrictions, directives, or interventions;
- (f) market disruption events or extraordinary volatility; or
- (g) the failure or default of any third party (including counterparties, clearing houses, or service providers) that is beyond AMUK's reasonable control.

30.2 Where reasonably practicable, AMUK will take steps to mitigate the impact of such events and resume normal operations as soon as possible. However, you acknowledge

that AMUK shall not be liable for any resulting loss, delay, or failure to execute Orders or manage your Account during a force majeure event.

31. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 31.1 You agree to treat as confidential all non-public information received from AMUK in connection with this Agreement, including but not limited to pricing information, platform functionality, trade data, system processes, and internal procedures (“Confidential Information”). You may not disclose such information to any third party without AMUK’s prior written consent, except where disclosure is:
- (a) required by Applicable Law or regulation;
 - (b) made to your legal or professional advisers on a confidential basis; or
 - (c) otherwise authorised in writing by AMUK.
- This obligation shall survive the termination of this Agreement.
- 31.2 All software, systems, platforms, data feeds, trade execution interfaces, and documentation made available to you by AMUK remain the exclusive property of AMUK and its licensors. You are granted a limited, non-exclusive, non-transferable right to use such tools solely for the purpose of accessing AMUK’s services in accordance with this Agreement.
- 31.3 You may not copy, modify, reverse-engineer, disassemble, decompile, or create derivative works from any part of AMUK’s systems, nor may you allow any third party to do so.
- 31.4 All intellectual property rights, including copyrights, trademarks, trade secrets, and proprietary data, in connection with AMUK’s systems, materials, and services shall remain at all times the sole and exclusive property of AMUK (or its licensors, where applicable). You acquire no rights, title, or interest in or to any AMUK intellectual property by virtue of this Agreement or your use of AMUK’s services.

32. DATA PROTECTION AND PRIVACY

- 32.1 AMUK collects, uses, stores, and processes personal data relating to you and, where applicable, your authorised representatives, directors, beneficial owners, and other connected persons (“Personal Data”) in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and other applicable data protection laws.
- 32.2 By entering into this Agreement, you acknowledge and agree that AMUK may process Personal Data as required to provide services under this Agreement, comply with legal and regulatory obligations, and manage its internal risk, operational, and compliance functions.
- 32.3 AMUK’s Privacy Policy, which explains how it collects, processes, shares, and protects Personal Data, is available on its website or upon request. You are encouraged to review the Privacy Policy regularly, as it may be updated from time to time in accordance with applicable law.
- 32.4 By entering into this Agreement, you confirm that you have read and understood the Privacy Policy and that you consent to AMUK’s processing of Personal Data as described

therein. You also confirm that any individuals whose Personal Data you provide to AMUK have been informed of, and consent to, such processing.

33. CALL RECORDING AND MONITORING

- 33.1 You acknowledge and agree that AMUK may record and monitor all telephone conversations, electronic communications (including emails and platform messages), and face-to-face meetings relating to your Account or any Transactions under this Agreement.
- 33.2 Such recordings may be made with or without the use of a spoken warning or notification tone and will be retained by AMUK in accordance with its legal and regulatory obligations, including the rules of the Financial Conduct Authority (FCA). These recordings may be used to:
- (a) verify instructions or Orders;
 - (b) resolve disputes or misunderstandings;
 - (c) demonstrate compliance with legal and regulatory requirements; and
 - (d) support internal training, supervision, or monitoring.
- 33.3 All recordings will remain the property of AMUK and may be disclosed to regulatory authorities or used as evidence in legal proceedings. Upon written request and subject to applicable law, you may request access to any recordings that relate specifically to your Account.

34. CONFLICTS OF INTEREST MANAGEMENT

- 34.1 AMUK has established and maintains an effective Conflicts of Interest Policy designed to identify, monitor, and manage any conflicts that may arise between AMUK, its employees, counterparties, Referring Agents, and its clients.
- 34.2 You acknowledge and agree that conflicts of interest may arise, including situations where:
- (a) AMUK or its affiliates act as principal in a Transaction with you;
 - (b) AMUK receives compensation from Referring Agents or other third parties in connection with your trading activity;
 - (c) AMUK employees or connected persons have an interest in the same instruments you are trading.
- 34.3 AMUK is committed to treating clients fairly and mitigating potential conflicts wherever reasonably possible. Where a conflict cannot be fully mitigated, AMUK will either disclose the nature of the conflict to you or decline to act.
- 34.4 A summary of AMUK's Conflicts of Interest Policy is available upon request.

35. DISPUTE RESOLUTION

- 35.1 If you have any concern or dispute relating to your Account, a Transaction, or the services provided under this Agreement, you must notify AMUK in writing as soon as reasonably practicable. AMUK will investigate the issue in good faith and in accordance with its internal complaints handling procedure.
- 35.2 Complaints should be submitted to:

Compliance Officer
Advanced Markets (UK) Ltd
1, Unit 8, The Warehouse, Woolyard, 52-56 Bermondsey Street, London SE1 3UD, UK
E-mail: compliance-uk@advancedmarkets.com

- 35.3 Where a dispute arises that cannot be resolved through informal communication, AMUK will provide you with access to its formal complaints process, which includes clear timelines for acknowledgment, investigation, and response. You may request a copy of this policy at any time.
- 35.4 This clause does not prevent either party from taking immediate legal action to protect its rights in the event of a serious breach, urgent injunctive relief, or where required by regulatory obligations.

36. MARKET HOURS

- 36.1 AMUK's trading services are generally available during standard foreign exchange market hours. However, AMUK reserves the right to modify its trading hours, suspend pricing, or close access to trading during periods of reduced liquidity or heightened market risk, including but not limited to holidays and market closures. In particular, AMUK's trading desk and platform will typically close for trading each Friday at 16:55 New York Time. This early close reflects the reduced number of pricing counterparties and increased likelihood of erratic or widened spreads during the final minutes of the trading week.
- 36.2 You are responsible for monitoring AMUK's trading schedule and managing your Open Positions accordingly. AMUK shall not be liable for losses arising from pricing fluctuations, execution delays, or limited liquidity that may occur during or near trading cut-off periods.
- 36.3 AMUK may update its published trading hours from time to time and will communicate changes via platform notification, email, or through its website.

37. GOVERNING LAW AND JURISDICTION

- 37.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- 37.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute, claim, or matter arising out of or in connection with this Agreement or its subject matter or formation.
- 37.3 You waive any objection to proceedings being brought in such courts on the grounds of improper venue or inconvenient forum, and you agree not to claim immunity from legal process.
- 37.4 Nothing in this clause shall prevent AMUK from bringing enforcement proceedings in any other jurisdiction or seeking interim or injunctive relief in any appropriate forum.

38. MISCELLANEOUS

- 38.1 This Agreement constitutes the entire agreement between you and AMUK in relation to the subject matter hereof and supersedes any prior agreements, understandings, or communications (whether oral or written) relating to the same. You acknowledge that you have not relied on any statement or representation not expressly set out in this Agreement.
- 38.2 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or regulatory authority, that provision shall be deemed modified to the extent necessary to render it enforceable. If such modification is not possible, it shall be deemed deleted, and the remainder of the Agreement shall remain in full force and effect.
- 38.3 No failure or delay by AMUK in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy. A waiver will be effective only if in writing and signed by an authorized representative of AMUK.
- 38.4 This Agreement is drafted in English. If it is translated into another language, the English version shall prevail in the event of any inconsistency or dispute regarding interpretation.

39. ACCEPTANCE AND BINDING EFFECT

- 39.1 This Agreement shall become effective and legally binding upon the earlier of:
- (a) your electronic or physical acceptance of its terms;
 - (b) your first use of AMUK's services; or
 - (c) the funding or activation of your Account.
- 39.2 This Agreement covers all Accounts held by you with AMUK, whether opened prior to or after the date of this Agreement. It shall apply regardless of any change in the personnel, ownership, structure, or legal form of AMUK or its successors and assigns.
- 39.3 All rights, obligations, representations, warranties, and indemnities in this Agreement shall be binding upon and inure to the benefit of AMUK and its successors, assignees, and affiliates, and shall be binding upon you, your estate, legal representatives, successors, and permitted assigns.
- 39.4 By entering into this Agreement, you ratify all prior Transactions entered into with AMUK and agree that such Transactions are governed by the terms of this Agreement unless otherwise agreed in writing.

ELECTRONIC DELIVERY, NOTICE AND CLIENT CONFIRMATION

By receiving this Client Agreement (including any updates or amendments) electronically, including via a secure or private webpage notified to you by AMUK, and by opening, funding, or using an AMUK account, you confirm and agree that:

1. You have read, understood, and agree to be bound by the terms of this Client Agreement, including all schedules, notices, policies, and disclosures referenced in it or made available via AMUK's website, as amended from time to time.
2. You consent to the processing of your personal data in accordance with AMUK's Privacy Policy, including transfers to third-party service providers and counterparties (whether inside or outside the UK/EEA) for purposes of onboarding, identity verification, transaction execution, and regulatory compliance.
3. All information you have provided is true, complete, and accurate, and you agree to promptly notify AMUK of any material changes.
4. You acknowledge that AMUK will rely on the information you provide for compliance, onboarding, and account management purposes, and that any losses resulting from materially inaccurate information may be recoverable from you.
5. You acknowledge and accept the OTC risk disclosure, including that:
 - OTC FX transactions are not conducted on an exchange,
 - AMUK acts as counterparty to your trades,
 - AMUK offsets risk with liquidity providers and does not profit from your losses.

By proceeding electronically, you agree that your electronic acceptance constitutes your legally binding signature, equivalent to a handwritten signature for all purposes.