

TERMS & CONDITIONS

Effective starting from February 16, 2024

CUSTOMER AGREEMENT

This Agreement constitutes a legally binding contract between Capinex Capital Ltd. ("Capinex," "we," "our") and the individual(s) executing this document (the "Customer," "Client," or "you"). Together with the Risk Disclosure Statement, Trading Conditions and Charges, and Privacy Policy, this Agreement sets forth the terms under which Capinex shall engage in transactions with the Customer. By agreeing to these terms and completing the application process, both parties commit to the obligations outlined herein, establishing a binding legal relationship.

Trading Contracts for Differences (CFDs) through our platform, which allows highly leveraged positions, carries a substantial degree of risk to your capital. You may achieve gains, but there is also the potential to lose your initial deposit. Trading in CFDs does not confer any ownership rights in the underlying assets. It is imperative that you fully understand the risks associated and seek independent financial advice if required. CFD trading may not be appropriate for every investor. It is your duty to adhere to the obligations set forth in the Client Agreements.

We may enter into CFD transactions with you on a variety of underlying assets, including but not limited to individual securities, indices, currencies, cryptocurrencies, commodities, base and precious metals, or other instruments made available through our platform. In all such transactions, Capinex will act as a principal rather than as your agent or the agent of any other party. By agreeing to these Client Agreements, you acknowledge and accept that you are entering into these transactions as the principal party, and not as an agent for any third party.

CRITICAL ANNOUNCEMENTS

Over-the-counter (OTC) trading refers to transactions conducted outside a regulated exchange. The creditworthiness of the counterparties involved in CFD transactions cannot be guaranteed. In some situations, a decline in liquidity may occur, leading to the suspension of trading in CFDs on commodities, currencies, metals, and indices. This may impede the ability to liquidate a disadvantageous position, potentially resulting in significant financial losses.

Although Capinex holds the requisite licensure, it does not provide investment advisory services. The market recommendations, signals, and information disseminated by Capinex are of a general nature and are derived solely from the expertise of Capinex personnel or third-party information providers. It should be noted that such recommendations may or may not align with Capinex's, its affiliates', or employees' own market positions or intentions. While Capinex endeavours to source information from reliable providers, it cannot guarantee the accuracy or completeness of such recommendations. Furthermore, Capinex does not imply that adherence to these recommendations will mitigate the inherent risks of trading CFDs. These recommendations do not constitute an offer or solicitation to engage in OTC

transactions. The Customer acknowledges and accepts that they possess the ability to independently evaluate the merits and risks of any transaction undertaken with Capinex and assume full responsibility for such evaluations.

The Customer further acknowledges that Capinex strictly prohibits its representatives from exercising discretion or managing OTC accounts. In the event that The Customer's account is traded without their explicit authorisation, they must promptly notify Capinex.

Customers are required to adhere to Capinex's margin policies and the regulations imposed by the banks or clearinghouses facilitating trade execution. These policies may require The Customer to provide additional funds to maintain adequate margin levels, and The Customer is obligated to meet these margin requirements in a timely manner. Failure to do so may result in the liquidation of open positions, leading to potential losses. Capinex retains the right to decline any order at its discretion.

The Customer acknowledges the importance of diligently reviewing the trading reports and account statements made available online by Capinex. Should The Customer have any objections, they must raise them within two business days of the posting of the execution reports and account statements. Initial objections can be communicated via email or phone, but they must be subsequently confirmed in writing.

Capinex reserves the right to establish rules and conditions for client accounts, including but not limited to minimum account sizes, investment periods, commissions, fees, leverage limits per instrument, mark-ups, stop loss and limit rules, rollover policies, margin call protocols, and other financial arrangements. Moreover, Capinex retains the authority to modify these terms and conditions as necessary.

The Customer acknowledges and understands the rights and obligations delineated in this Customer Agreement and agrees that this Agreement, together with the Risk Disclosure and Privacy Statement, governs their relationship with Capinex. The Customer accepts full responsibility for all decisions made in relation to transactions in their account. Having carefully assessed all relevant factors, The Customer acknowledges their willingness and financial capacity to assume the substantial risks associated with OTC trading in light of their current and anticipated financial circumstances.

Prior to engaging in trading activities, The Customer must diligently seek and review all pertinent information concerning CFD trading and ensure familiarity with Capinex's terms and conditions. It is essential that The Customer fully comprehend and consider all associated risks and provisions before participating in trading.

1. Glossary and Titles

- 1.1. "Capinex" refers to Capinex Capital Ltd., including its subsidiaries, affiliates, successors, and assigns, as necessary or applicable under the context.
- 1.2. "Customer " refers to the individual or group that has agreed to be legally bound by the terms of this Agreement.
- 1.3. "Agreement" encompasses this specific document as well as any other agreements or authorizations that the Customer has signed concerning the management of their account with Capinex.
- 1.4. "Abusive Trading" includes, but is not limited to, actions such as: sniping; placing "buy stop" or "sell stop" orders before the release of financial data or news relevant to the underlying market/asset; arbitrage; market manipulation; Scalping (as defined below); exploiting discrepancies between faster and slower price feeds; misuse of the trade cancellation feature available on the platform; using any robots, spiders, or other automated data entry systems with the trading platform without prior written approval from Capinex (unless such written approval has been expressly granted); or utilizing any software that applies artificial intelligence to the analysis of the trading platform and/or the customer's account. Further, entering into transactions or combinations of transactions (whether voluntarily or involuntarily), such as holding both long and short positions on the same or similar underlying assets at similar times, whether by the Customer alone or in coordination with others, including connected accounts, is deemed manipulative when done with the intent to exploit the platform for financial gain. Market abuse is identified when a substantial number of trades are conducted within a short period. Any dispute lasting less than three minutes will be classified as "short duration." A "substantial number of transactions" refers to executing more than 30% of all trades.
- 1.5. "Scalping" refers to a trading strategy where a customer, acting independently or in coordination with others (either internally by using additional accounts with Capinex, or externally through other brokers), executes or attempts to execute a high volume of trades within a very short time frame (e.g., no more than three minutes), aiming to partially or fully hedge open positions.
- 1.6. The paragraph headings in this Agreement are inserted solely for reference purposes and shall not affect the meaning or interpretation of any of its provisions.

2. ABOUT US

- 2.1. Capinex Capital Ltd., a globally recognized brokerage and clearing house, operates kinmarkets.com (referred to as "the Website"). The company is duly licensed and regulated under the authority of the Offshore Finance Authority and is headquartered in the Union of Comoros. Oversight of its financial services, including those of banks and other financial institutions in the region, is administered by the Mwali International Services Authority (MISA).

3. CLIENT CLASSIFICATION

- 3.1. All clients are treated as retail clients under our policies, irrespective of any classifications that may apply in their country of residence.

4. COMMUNICATION AND RELATIONSHIPS WITH CLIENTS

- 4.1. The primary means of communication between Capinex and the Client shall be through electronic mail, telephone, and online trading platforms.
- 4.2. Customers will receive personalized correspondence relating to orders placed and executed via their designated account.
- 4.3. General market updates or recommendations will be made accessible to all clients via our website, and as such, the Client acknowledges and agrees to receive non-personalized information in this format.
- 4.4. Clients may also contact our trading desk via telephone to place orders, or alternatively, utilize our online trading platform during normal business operations.
- 4.5. All formal written communication with the Client will be conducted exclusively in English.

5. TRADE AUTHORISATION

- 5.1. Capinex is hereby authorised to execute Contracts for Differences (CFDs) with the Client over-the-counter, based on the Client's oral, written, or electronic instructions, subject to the terms of this Agreement and its appendices.
- 5.2. Capinex's security systems are designed to ensure secure transmission of information between Capinex and its Clients. The Client is responsible for maintaining the confidentiality of passwords and preventing any unauthorised access to their password or Capinex's trading facilities by third parties.
- 5.3. The Client assumes full responsibility for any electronic instruction received under their account, password, or account number, as well as for any oral or written instruction provided to Capinex by individuals that Capinex, at its sole discretion, deems authorised by the Client.
- 5.4. In the event that the Client designates their account as a joint account, Capinex is authorised to execute trading instructions from any one account holder without requiring further inquiry.
- 5.5. Capinex shall not be liable for any failure to investigate the apparent authority of individuals providing instructions, nor for any actions taken or omitted in reliance on such instructions or the perceived authority of such individuals.

- 5.6. Capinex reserves the right to require joint action from all owners of a joint account for certain transactions. Additionally, Capinex is authorised to deliver all communications and documents concerning the account to any single owner of the joint account.
- 5.7. Capinex maintains exclusive control over the security of both individual and joint accounts.
- 5.8. In the event of the death of one or more owners of a joint account, Capinex must be notified in writing and provided with a death certificate as proof. Any outstanding balances at the time of notification shall be debited from the account.
- 5.9. Unless Capinex receives written notification to the contrary, it is presumed that each owner of a joint account holds an equal share in the account.

6. RELEVANCE OF TRADING

- 6.1. 6.1 While Capinex offers general market recommendations, it is imperative to understand that these do not constitute personalised advice or recommendations to engage in trading activities with Capinex. Consequently, Capinex is not obligated to assess the suitability of the Client for trading Contracts for Differences (CFDs). The Client's decision to execute trades with Capinex is entirely independent and made at their own discretion for each transaction entered.

7. GOVERNMENTAL COUNTER INSTITUTION AND INTERBANKING SYSTEM REGULATIONS

- 7.1. All transactions executed under this Agreement shall conform to the established practices, decisions, and interpretations of the counterparty institution or relevant interbank market, including any associated clearing organisation, as applicable. Furthermore, all transactions must comply with pertinent laws and regulations.
- 7.2. Should any governmental authority enact new legislation or regulations, or if a contract market or clearing organisation introduces a new rule or regulation that impacts Capinex and conflicts with any provision of this Agreement, the affected portions of this Agreement shall be deemed amended or superseded by the relevant provisions of the new legislation or regulation. All other provisions of this Agreement, along with the amended sections, shall continue to be valid and enforceable.
- 7.3. The Customer acknowledges that all transactions governed by this Agreement are subject to the aforementioned regulatory stipulations. The Customer hereby accepts that they possess no legal or contractual entitlements concerning these regulatory requirements.

8. MARGINS AND DEPOSIT REQUIREMENTS

- 8.1. The Customer bears the responsibility for providing and maintaining an appropriate margin with Capinex. The specific margin amount and acceptable forms shall be determined exclusively by Capinex.
- 8.2. The margin requirements established by Capinex may differ from those set by banks or brokers involved in executing trades.
- 8.3. Capinex reserves the right to modify margin requirements at its discretion, without prior notice to The Customer.
- 8.4. The Customer must deposit funds via immediate wire transfer or through any other payment method deemed acceptable by Capinex. Additionally, The Customer is obliged to promptly satisfy all margin calls as specified by Capinex.
- 8.5. Capinex retains the authority to liquidate The Customer's account at any time. The decision by Capinex not to exercise its rights in this regard does not imply a waiver of its rights to do so in the future.
- 8.6. Capinex reserves the right to limit the number and/or total quantity of active positions that The Customer may hold or acquire. Furthermore, Capinex may increase margin requirements in anticipation of earnings announcements, news releases, or other events, with or without prior notice, at its sole discretion.
- 8.7. Orders must be placed with adequate time allowance to facilitate the execution and calculation of margin requirements.
- 8.8. Any profits generated from a transaction will be temporarily credited to The Customer's account as additional margin while the transaction remains open. Upon closure of the transaction, such profits will be added to the available balance for withdrawal.
- 8.9. Losses incurred from a transaction will be deducted from The Customer's account.

9. ADDITIONAL COMPENSATION

Capinex retains sole discretion in crediting bonus amounts to The Customer's trading account, subject to specific terms and conditions designed to benefit The Customer. Withdrawal of bonus amounts is contingent upon meeting the trading requirements outlined on the website, which may be updated or communicated to The Customer as necessary.

- 9.1. Should Capinex suspect or gather evidence of fraudulent activity by The Customer in relation to obtaining a bonus or any promotional offer, Capinex reserves the right to:
 - (i) Cancel or reject the bonus promotion and any associated trading bonuses at its sole discretion.

(ii) Terminate The Customer's access to services provided by Capinex and/or dissolve the contractual relationship between Capinex and The Customer for the provision of services.

(iii) Suspend The Customer's account(s) and facilitate the transfer of any unused balance back to The Customer.

9.2. In cases where Capinex has reason to believe that The Customer has breached the terms and conditions of a bonus offer by engaging in hedging activities either within Capinex or with other brokers, Capinex retains the authority to revoke bonuses as well as any trades or profits associated with The Customer's account(s).

9.3. Certain restrictions on bonus promotions may apply based on jurisdiction.

9.4. Capinex reserves the right to cancel or decline any bonus promotions at its discretion.

10. OPTIONS

10.1. Options are contractual agreements that provide the purchaser with the right, but not the obligation, to buy (in the case of a Call Option) or sell (in the case of a Put Option) a specific CFD at a predetermined price (referred to as the "Strike Price") on or before a designated date and time (known as the "Expiration"), from or to the option seller. These options are classified as European-style vanilla options.

10.2. The proceeds from the purchase or sale of an option (the "Cost" or "Premium") will be immediately reflected in the cash balance of the account. Upon expiration, any profitable options will be automatically liquidated at their intrinsic value. For call options, this value is determined by the difference between the closing price of the specified CFD and the strike price. For put options, it is the difference between the strike price and the closing price of the specified CFD. The closing price for long Call and short Put positions at expiration will be the prevailing bid price of the underlying CFD. Conversely, for short Call and long Put positions, the closing price will be the prevailing ask price of the underlying CFD, as determined solely by Capinex. Options that expire out of the money will be rendered worthless.

10.3. The Customer acknowledges and accepts that Capinex quotes with variable spreads. The Customer is explicitly informed that these variable spreads are influenced by market conditions outside Capinex's control. Capinex does not guarantee the upper or lower limits of the spreads that may be quoted. Additionally, quotes for options may not be available for certain underlying CFDs at times.

10.4. We offer a variety of transactions, including options based on different indices, which will be specified periodically (e.g., index rates, stock rates, and option rates). Furthermore, we provide financial information and various other services at our discretion. Prior to executing any transaction, we strongly recommend that The Customer carefully reviews the explanations provided on the website regarding each specific transaction type. Capinex retains sole authority to establish the regulations governing trading activities.

- 10.5. The current share price or index price will be available on our website, <https://kinmarkets.com> , enabling The Customer to submit a put or call position for that share. Each position must have a designated expiration time. While we anticipate that the prices displayed will be reasonably aligned with the actual market prices, we do not offer any explicit or implicit guarantee that the quoted prices accurately reflect the current prevailing market rates.

11. CUSTOMER ASSETS

- 11.1. Capinex does not pay interest on client funds deposited by The Customer.
- 11.2. Capinex will hold as collateral all money, securities, currencies, and other assets owned by The Customer that are in the possession or control of Capinex or its affiliates, whether solely, jointly, or as a guarantor for another person's account. Capinex has the right to use these assets to offset any debts owed by The Customer, regardless of any advances related to these assets and irrespective of the number of accounts held with Capinex.
- 11.3. Capinex reserves the right, at its discretion and without prior notice to The Customer, to allocate and/or transfer any or all of The Customer's funds or assets between their accounts.
- 11.4. As a result, The Customer grants Capinex the right to pledge, re-pledge, hypothecate, invest, or loan any securities or other property of The Customer held as margin or security, either individually or in combination with the assets of other Customers.
- 11.5. Capinex is not obligated to provide The Customer with the exact property that Capinex has delivered or purchased for their accounts.
- 11.6. This authorisation applies to all accounts held by Capinex for The Customer. It will remain in effect until all accounts are entirely paid for by The Customer or until Capinex sends a notice of revocation from its principal office.
- 11.7. Capinex's failure to enforce its rights in this agreement does not constitute a waiver of those rights in the future.
- 11.8. The Customer appoints Capinex as their irrevocable attorney-in-fact, authorizing Capinex to take any necessary or desirable actions on The Customer's behalf, including executing, delivering, and filing financing statements, providing notice, and taking any other actions deemed necessary to protect Capinex's interest in any collateral.
- 11.9. If the collateral deemed acceptable by Capinex needs to be revised to cover The Customer's debts or obligations, including margin requirements, The Customer must immediately repay the entire deficit upon request.
- 11.10. Credit institution Default and Monitoring:
- 11.10.1. In the event that one of our designated credit institutions fails to meet its obligations, Capinex will not be liable for any client losses resulting from such a default. However, we conduct thorough risk assessments of the credit institutions we appoint to ensure their

reliability as secure repositories.

11.10.2. As per Section 10.4, Customers who trade on the Capinex platform agree to transfer complete ownership of their funds to Capinex to secure or cover necessary margins. Consequently, the required margin will no longer be considered The Customer's property. Capinex will place the necessary margin as collateral with its liquidity provider(s), and The Customer's name will not be registered for these funds. Any funds deposited by The Customer that exceed the necessary margin will be considered client funds, as outlined in the Client Asset Policy.

12. CONFLICTS OF INTEREST

- 12.1. Capinex is committed to establishing and maintaining effective organizational and administrative measures to actively identify, manage, disclose, and document conflicts of interest. To achieve this, Capinex has implemented a Conflicts of Interest Policy.
- 12.2. If Capinex's arrangements to manage conflicts of interest are insufficient to ensure that client interests are adequately protected, Capinex must inform the client of the overall nature and origins of the conflicts of interest prior to conducting any business on behalf of the client.

13. COMPLAINTS

- 13.1. If you have any questions, concerns, or issues regarding our service, please contact our customer service team. They are equipped to address most issues at this level. Their contact information is available at: <https://kinmarkets.com/contact-us/>.
- 13.2. If our customer service team is unable to resolve your issue, or if you wish to make a formal complaint, you must complete a Complaint Form. This form can be found in the legal documents section of our Website. To formally submit your complaint, please send the completed Complaint Form along with any supporting evidence to support@kinmarkets.com.
- 13.3. We will provide you with regular written updates on the progress of the investigation into your complaint, at intervals of no more than 20 working days.
- 13.4. We will thoroughly investigate and resolve the complaint within 40 business days of receiving it.
- 13.5. If your complaint remains unresolved after 40 business days, we will inform you of the anticipated timeline for resolution.
- 13.6. Following the conclusion of the investigation, the Company will provide you with a Final Response, detailing the findings, relevant explanations, and any corrective actions the Company intends to take.
- 13.7. A complaint will be considered resolved upon the Company issuing a written Final Response to you.

- 13.8. If you are not satisfied with the outcome of your complaint, you have the choice to elevate it to the Offshore Finance Authority.
- 13.9. The Offshore Finance Authority is responsible for addressing client grievances related to the specific services offered by Brokers.
- 13.10. Complaints must be submitted to the Offshore Finance Authority within two years of our Final Response. Please note that the Offshore Finance Authority will only review a complaint after we have had the opportunity to resolve it.

14. PERMISSION TO CARRY OUT TRANSACTIONS OUTSIDE OF A REGULATED MARKET

- 14.1. The Customer acknowledges and agrees that Capinex has the authority to execute orders outside of a regulated market, including over-the-counter transactions.

15. PROCESS OF CLOSING AN ACCOUNT AND RESOLVING NEGATIVE BALANCES

- 15.1. In the event of any of the following occurrences, Capinex may, at its sole discretion, take one or more of the following actions: (a) The Customer passes away or is legally declared unfit. (b) The Customer files for bankruptcy, a receiver is appointed, or any insolvency proceeding is initiated by or against The Customer. (c) An attachment is filed against any of The Customer's accounts held by Capinex. (d) There is insufficient margin, or Capinex determines that the collateral deposited to protect The Customer's account is inadequate, regardless of current market value. (e) The Customer fails to provide requested information as required by this agreement or applicable law. (f) The Customer engages in abusive trading practices, manipulations, or fraud, or any authorized person using the account does so. (g) Any other circumstances Capinex considers necessary for its protection. Actions may include:
 - (i) Satisfying any obligation The Customer may have to Capinex, either directly or via a guaranty or suretyship, using any of The Customer's funds or property in Capinex's custody.
 - (ii) Ceasing all current orders, contracts, and commitments made on behalf of The Customer.
- 15.2. Such actions may be executed without the need for margin, additional margin, prior notice of sale or purchase, or any other notification to The Customer or their representatives, regardless of ownership interest.
- 15.3. Capinex reserves the right to buy or sell without prior demand or notice, and this does not waive its right in the future.
- 15.4. Capinex may offset The Customer's long or short positions during settlement or initiate new positions to hedge against risks associated with The Customer's account.
- 15.5. Capinex possesses the power to execute sales or acquisitions based on its independent evaluation and judgment, utilising any interbank or alternative exchange market where such transactions are commonly carried out, or through a public auction or private sale. Capinex also offers the

opportunity to acquire the entire sum or a fraction of the transaction with no chance of redemption.

- 15.6. If The Customer's trading account Equity or Net Liquidation Value falls below the Minimum Margin Requirement (50% of the Required Margin), all open transactions will be automatically liquidated, regardless of profitability.
- 15.7. If the trading account balance reaches zero, Capinex may invalidate and terminate the account at its discretion.
- 15.8. Capinex and its affiliates are not liable for financial losses or damages resulting from the termination of positions as described.
- 15.9. Upon Capinex's request, The Customer is obligated to promptly settle any negative balance in their account. Additionally, The Customer is responsible for any remaining deficit in their account(s) in the event of complete or partial liquidation, whether initiated by Capinex or by The Customer.
- 15.10. If funds acquired through this authorization are insufficient to settle The Customer's obligations to Capinex, The Customer must promptly remit the remaining balance and any outstanding debts, incurring interest at a rate three percentage points higher than the prevailing prime rate at Capinex's primary bank or the maximum permitted by law, whichever is lower. The Customer is responsible for covering all collection-related costs, including attorney's fees and other expenses.
- 15.11. The Customer agrees to bear any expenses incurred by Capinex unrelated to deficit collection for any of The Customer's accounts.

16. Costs/Expenses

- 16.1. The fees associated with Capinex's services are detailed in the Admin Fees page on the Website.
- 16.2. The Customer acknowledges that a portion of Capinex's revenue is derived from the difference between buying and selling prices in transactions. This difference, known as the spread, refers to the disparity between bid and ask prices. Spreads for all instruments are available on our website.
- 16.3. Capinex reserves the right to adjust spreads for any or all instruments without prior notice, based on various factors such as market sentiment, news events, trading volumes, and market volatility. Adjustments may be applied on a per-client basis or to all clients.
- 16.4. If customers request a specific fee arrangement, they may be subject to a commission for opening and closing CFDs, which will be deducted from The Customer's account at the time of the relevant transactions.
- 16.5. Customers will be notified of any fee adjustments or new fees by publishing the changes on our website at least five days prior to implementation.
- 16.6. Additional fees may apply for ancillary banking services, such as charges for wire transfers related to deposits or withdrawals.
- 16.7. Other potential charges may include statement fees, order cancellation fees, account transfer fees,

and telephone order fees, as well as fees imposed by interbank agencies or regulatory organizations in connection with Capinex's services.

- 16.8. Customers may incur additional charges for optional supplementary services provided by Capinex.
- 16.9. Rollovers, also referred to as overnight interest or swaps, involve the exchange of interest payments for holding a position overnight.
 - 16.9.1. At the end of Capinex's trading day, any unfilled CFD positions may incur a daily financing fee.
 - 16.9.2. If applicable, The Customer will either make a direct payment to Capinex or receive a payment from Capinex, depending on the type of CFDs and The Customer's position.
 - 16.9.3. The calculation method for the financing charge varies by the type of CFDs and is influenced by current interest rates, such as LIBOR.
 - 16.9.4. The financing charge will be debited or credited to The Customer's account on the trading day following the relevant day.
 - 16.9.5. Capinex may change the methodology for determining financing charges, financing rates, and the categories of CFDs subject to such charges.
 - 16.9.6. The Customer must pay a commission for initiating and terminating specific types of CFDs, which will be deducted from The Customer's account simultaneously with the opening or closing of those CFDs.
 - 16.9.7. CFD trades are influenced by the market value of the underlying assets, including the market value of futures contracts. Before the expiration date of the underlying asset linked to a Contract for Difference (CFD), the original asset may be replaced by a different asset, resulting in corresponding modifications to the price of the CFD.
 - 16.9.8. CFDs do not have a predetermined expiration date.
 - 16.9.9. Continuous CFD trades are ongoing, with periodic changes to the underlying assets.
 - 16.9.10. Capinex has the authority to determine the underlying asset for CFDs, the replacement date, and the criteria for substitution.
 - 16.9.11. Upon substituting the underlying asset, the quotations of the CFDs will be altered, and The Customer's account will be adjusted by either adding or subtracting funds based on the disparity in quotations resulting from the substitution of the underlying asset.
 - 16.9.12. Price disparities for the underlying assets are driven by the differences in rates for selling and purchasing those assets in the market.
 - 16.9.13. Customers will incur expenses related to the spread when terminating the current contract and initiating a new one, along with a Standard Overnight Interest fee.
 - 16.9.14. The number of debits will exceed the number of credits.

- 16.9.15. If The Customer has any pending transactions at the close of the trading day or over the weekend, these will be automatically carried forward to the next business day, preventing automatic termination and cash settlement.
- 16.9.16. The Customer acknowledges that carrying over transactions may result in an overnight interest adjustment to their account, either as an addition or subtraction.
- 16.9.17. Capinex retains the discretion to determine the overnight interest accrued.
- 16.9.18. The Customer authorizes Capinex to modify the overnight interest on any open transactions that have accrued overnight interest, with adjustments made daily at the designated collection time according to the specified rate for each instrument on the trading platform.
- 16.9.19. Complete information regarding the applicable fees can be found on the Website.

17. INTERACTIONS, ASSERTIONS, AND VERIFICATIONS

- 17.1. Reports, statements, notices, trade confirmations, and other communications will be available online and may also be delivered to the address provided by The Customer in written or electronic communication to Capinex.
- 17.2. The Customer is required to promptly notify Capinex of any changes to their email address.
- 17.3. Communications are considered received upon provision by Capinex to The Customer, regardless of The Customer's actual access to the statement.
- 17.4. The Customer can generate account statements daily, monthly, and annually. These statements will summarize transaction activity, profit and loss, open positions, margin balances, and account credits and debits.
- 17.5. The Customer acknowledges the importance of carefully reviewing trading reports related to their own activities, which are available online from Capinex.
- 17.6. If The Customer does not raise any objections within two business days of the online posting, reports verifying orders and account statements published by Capinex will be deemed accurate, conclusive, and legally binding.
- 17.7. Initial objections can be expressed through email or telephone, but subsequent confirmation must be furnished in written form.
- 17.8. If The Customer identifies discrepancies in a report or statement, such as incorrect credit amounts, they must promptly inform Capinex and return the erroneous sum. Capinex is authorized to correct any errors by revising the report or statement and, if necessary, treating it as a negative balance.
- 17.9. By providing their registration data to Capinex, The Customer consents to Capinex, its subsidiaries, affiliates, and agents transmitting and The Customer receiving communications via telephone, facsimile, SMS, or email. These communications may include commercial content related to The

Customer's use of the trading platform, including information and offers from Capinex or third parties deemed advantageous.

- 17.10. Capinex is not required to obtain The Customer's explicit consent before distributing such communications. However, Capinex will cease distribution upon receiving written notification from The Customer requesting to discontinue them.
- 17.11. Customers can generate statements on the online trading platform at their convenience. These statements will record the exact time of order execution and the current account balance. The timestamp of the client's order will be logged in Capinex's internal database.
- 17.12. Capinex will provide The Customer with a yearly statement detailing funds held by the firm on behalf of The Customer at the end of the designated period. The statements will also reflect any charges incurred during that period, if applicable.
- 17.13. Customers will have instant access to comprehensive account information, encompassing transaction history, order fulfilment durations, and account balances.

18. Warranty disclaimer and limitation of liability

- 18.1. Capinex and its subsidiaries, affiliates, or agents shall not be liable for any loss or damage arising from events, actions, or omissions beyond their control. This includes disruptions or errors in the transmission or communication of orders or information due to the malfunction or failure of transmission facilities or loss of electrical power.
- 18.2. Capinex and its associated entities cannot guarantee the continuous accessibility or flawless performance of the trading platform or any services provided, including Third-Party Licenses. All services are provided "as is," without any warranties or guarantees, except as explicitly stated herein.
- 18.3. Capinex and its affiliates shall not be liable for any direct or indirect damages resulting from the use or inability to use Capinex's trading platform or services, including Third-Party Licenses. Such damages may include monetary losses, business disruptions, setbacks in trading activities, data loss or corruption, unauthorized access, tampering, theft, or destruction of The Customer's hardware, software, or data.
- 18.4. The Customer acknowledges that this section reflects a fair allocation of risk and is an essential part of this Agreement. Excluding this section would significantly alter the financial terms of the Agreement.
- 18.5. This limitation of liability applies universally, regardless of the legal basis for the claimed liability, including contract, tort, negligence, strict liability, or otherwise, and remains in effect even if Capinex or its agents have been made aware of the possibility of such harm.
- 18.6. Capinex and its subsidiaries shall not be liable for any data that cannot be used, lost, or corrupted, including The Customer's transactions or data, regardless of the method or format.

- 18.7. This limitation of liability also releases Capinex from any obligation regarding data that cannot be used, lost, or corrupted due to third-party software or services, internet-related issues, or events beyond Capinex's control.
- 18.8. Capinex disclaims any liability for breaches of internet security or disruptions, modifications, or delays in The Customer's internet connections, regardless of the cause.
- 18.9. Since the OTC market is not exchange-traded, prices at which Capinex executes transactions may differ from those offered by other OTC market makers.
- 18.10. In case of quoting or execution errors, such as misquoted prices or inaccuracies due to hardware, software, or communication failures, Capinex shall not be liable for any resulting inaccuracies in account balances. The Customer acknowledges that the resolution of such errors may take a significant time, during which access to their trading account may be restricted and pending orders may not be executed.
- 18.11. Capinex reserves the right to provide The Customer with an alternative quote or allow the transaction to proceed if an inaccurate or outdated quote is detected.
- 18.12. The Customer acknowledges that Capinex shall not be liable for any loss or damage arising from the reset process due to quoting errors.
- 18.13. License agreements with external parties:
 - 18.13.1. Third-party software embedded in the Website or trading platform is subject to the terms of this Customer Agreement.
 - 18.13.2. The Customer must comply with the terms of any third-party licenses provided periodically.
 - 18.13.3. Capinex does not provide any explicit or implicit assurances regarding Third-Party Licenses and shall not be held accountable for associated issues.
 - 18.13.4. "Third-party licenses" refer to licenses from external entities governing the use of third-party software incorporated in the trading platform.

19. RISK OF CFD'S VOLATILITY

- 19.1. If The Customer instructs Capinex to engage in any CFD transaction:
 - (i) Any profit or loss arising from a fluctuation in CFDs will be entirely for Customer's account a(i) The Customer accepts full responsibility and risk for any financial profit or loss resulting from fluctuations in CFDs. The Customer assumes complete liability and exposure to any financial gain or loss arising from variations in CFDs.
 - (ii) All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS or Great British Pounds in such amounts as Capinex may in its sole discretion require; Capinex requires that all initial and subsequent deposits for margin purposes must be made only in U.S.

Dollars, Euros, or Great British Pounds, in amounts determined solely at Capinex's discretion. Capinex mandates that all initial and subsequent margin deposits must be made in U.S. Dollars, Euros, or Great British Pounds, in amounts specified solely at Capinex's discretion. Capinex mandates that all initial and subsequent deposits for margin purposes must be made exclusively in U.S. Dollars, Euros, or Great British Pounds, in amounts determined solely at Capinex's discretion.

- (iii) Capinex has the authority to convert funds in The Customer's account for margin into foreign currency and back, using an exchange rate determined solely by Capinex. This exchange rate is based on the current money market rates.

20. Compensation for damages or losses incurred.

- 20.1. The Customer agrees to indemnify and hold harmless Capinex, along with its subsidiaries, affiliates, agents, employees, successors, and assigns (collectively referred to as "Capinex Indemnities"), from any and all liabilities, losses, damages, costs, and expenses, including reasonable legal fees and associated costs, incurred by any of the Capinex Indemnities as a result of:
 - (i) The Customer's failure to fully and promptly fulfill their obligations as stated in this Agreement or any applicable Third-Party License.
 - (ii) Any inaccuracies or falsehoods in The Customer's statements, representations, or warranties provided to Capinex.
- 20.2. The Customer shall promptly reimburse the Capinex Indemnities for all damages, costs, and expenses incurred, including attorney's fees, in the enforcement of any provisions of this Agreement or any other agreements between Capinex and The Customer.
- 20.3. In addition to any limitations of liability specified elsewhere in this Agreement, the Capinex Indemnities shall not be liable and are released from all claims and losses incurred in the following circumstances:
 - (i) The actions or omission to act on the part of Customer ;(i) The actions or failure to act by The Customer;
 - (ii) Any act or omission committed by any individual who gains access to The Customer's account, regardless of whether The Customer has granted authorisation or not;(ii) Any act or omission perpetrated by an individual who obtains access to The Customer's account, irrespective of whether The Customer has provided authorisation or not;
 - (iii) System malfunction, equipment failure (whether Customer's equipment or Capinex's equipment), system interruption;(iii) System malfunction, equipment failure (whether it be The Customer's equipment or Capinex's equipment), or system interruption;
 - (iv) Delays, failure or errors in implementing any instruction;(iv) Any delays, failures, or errors in the execution of any given instruction;

- (v) Inaccurate or incomplete instructions received by Capinex from Customer; or(v) Capinex may receive instructions from The Customer that need to be more accurate or complete.
- (vi) The Customer or any other third party with access to The Customer's account shall not rely on or use any financial and market data, quotes, news, analyst opinions, research reports, graphs, or any other data or information available through the trading platform or any Third-Party License, whether to complete a transaction on the trading platform or for any other purpose.

20.4. Capinex shall have the right to offset The Customer's liabilities under this section against any funds available in The Customer's account, without prior notice or consent from The Customer.

21. ABUSIVE TRADING MARKET ABUSE AND MANIPULATION

21.1. PROHIBITION ON ARBITRAGE AND MANIPULATION

- 21.1.1. Arbitrage is strictly prohibited when trading on the Capinex platform. Any manipulation of prices, execution, or the trading platform, as well as transactions arising from errors, omissions, or misquotes on the Capinex platform, are expressly forbidden.
- 21.1.2. Price latency, connectivity delays, and errors in price feeds may occasionally create scenarios where displayed prices do not accurately reflect current market conditions. Arbitrage, which seeks to exploit price differences across markets, and "scalping," which involves capitalizing on delays in internet transactions, are not feasible in an over-the-counter (OTC) market, where clients engage in direct transactions with market makers.
- 21.1.3. Capinex reserves the right to intervene in any transactions influenced by price latency or erroneous price feeds. Such intervention may include voiding transactions resulting from these practices, revoking associated profits, widening spreads, blocking trading activities, and making any necessary corrections or adjustments to the account without prior notice.
- 21.1.4. If Capinex suspects that The Customer has violated terms and conditions through hedging activities, either within Capinex or with other brokers, Capinex reserves the right to cancel any trades or profits linked to The Customer's account(s) and to terminate said account(s) at its sole discretion.

21.2. Trading involving abusive practices and market manipulation:

- 21.2.1. Capinex retains the ability to mitigate its liability by creating similar positions with other institutions or within the actual market. Such hedging activities may distort the underlying market for the index being traded and affect prevailing prices, thereby giving rise to potential market manipulation.
- 21.2.2. The Customer affirms and warrants that each representation and warranty is repeated each time The Customer initiates or terminates a position.
 - (a) The Customer shall refrain from executing any trade with Capinex involving a specific index or any other CFD if such action could expose The Customer or any associated

individuals to the underlying instrument's price in a manner that risks market abuse or abusive trading. The level of exposure must be equal to or greater than the value of a declarable interest in the corresponding financial instrument, as defined by applicable law or regulations.

- (b) The Customer shall not engage in trading activities with Capinex that pertain to: (i) a placement, issuance, distribution, or similar event; (ii) an offer, takeover, merger, or related event; or (iii) any other corporate finance activity in which The Customer has an interest.
- (c) The Customer shall not partake in any activities that violate primary or secondary legislation or any laws relating to insider trading or market manipulation, including the initiation or closure of positions or the placement of orders. Capinex reserves the right to assume that any action taken by The Customer regarding positions or orders in shares constitutes engagement in securities transactions under applicable laws or regulations.

- 21.2.3. If The Customer violate these representations and warranties (including engaging in abusive trading) by placing or closing a trade or order, or if Capinex reasonably suspects such an occurrence, Capinex reserves the authority, at its discretion and without obligation to inform The Customer, to close the trade in question as well as any other open trades. Additionally, Capinex may cancel any trades or profits associated with The Customer's account(s) and may immediately close or suspend The Customer's account(s).
- 21.2.4. The Customer acknowledges that trades are speculative transactions and agrees not to engage in any transactions with Capinex related to corporate finance activities.
- 21.2.5. The Customer acknowledges that conducting transactions in the underlying market solely to influence Capinex's bid or offer prices is inappropriate and agrees not to engage in such conduct.

22. Execution of orders, stops and limits.

- 22.1. Capinex shall exert diligent efforts to fulfil all orders that it, at its sole discretion, chooses to accept, in accordance with the verbal, written, or electronic instructions provided by The Customer.
- 22.2. Capinex reserves the right to decline any order without obligation to provide justification.
- 22.3. Capinex may allow The Customer to designate a closing price for a transaction on the trading platform through "Close at Loss" and "Close at Profit" orders, subject to the terms of this Agreement and any additional terms and conditions that Capinex may introduce from time to time.
 - 22.3.1. A "Close at Loss" order refers to an arrangement in which a transaction is terminated at a price predetermined by The Customer. In the case of a purchase of a specified quantity of an instrument, this price shall be lower than the initial transaction price. Conversely, for a sale of a specified quantity of an instrument, the agreed price shall be higher than the initial

transaction price.

- 22.3.2. A "Close at Profit" order provides The Customer with the option to close a transaction at a pre-determined price, which must be higher than the opening price for a buy transaction and lower than the opening price for a sell transaction.
- 22.4. Upon The Customer's offer and Capinex's acceptance of an order, The Customer grants Capinex the authority to execute the transaction at the designated Close at Loss or Close at Profit price as specified in the order, without the necessity of further instructions or notifications from The Customer.
- 22.5. Capinex reserves the right to close the transaction when the price quoted on the trading platform matches the price accepted by Capinex for the order.
- 22.6. The Customer acknowledges and agrees that Capinex is under no obligation to complete a transaction that does not adhere to any other agreed-upon restrictions pertinent to that transaction.
- 22.7. The Customer understands and accepts that Capinex cannot guarantee the execution of a Close at Loss order at the specific level indicated by The Customer, due to market volatility and external factors beyond Capinex's control. In such instances, Capinex will execute the transaction at the subsequent optimal price available.
- 22.8. If, following the submission of a "Limit Order" to open or close a transaction, Capinex's quote becomes more favorable to The Customer (for example, a decrease in price for a purchase or an increase in price for a sale), The Customer agrees that Capinex will execute the closing transaction at the price specified by The Customer without enhancement. The Customer acknowledges and consents to Capinex's right to retain any beneficial price movement for its own account.
- 22.9. The Customer acknowledges that a portion of Capinex's profits is derived from the price differences between buying and selling in each transaction, commonly referred to as the spread. The spread is defined as the difference between the bid and ask prices in a transaction's price quote. Consequently, if the fair market price decreases the spread for Capinex in a particular transaction, Capinex reserves the option to refrain from proceeding with that transaction. In such cases, Capinex may present The Customer with a revised quote for consideration. Capinex retains the authority to finalize a transaction if the fair market price does not adversely impact or, in fact, enhances Capinex's spread.

23. ACKNOWLEDGEMENT OF RISK

- 23.1. The Customer acknowledges that investing in both leveraged and non-leveraged transactions is inherently speculative and carries a significant level of risk. Such investments are suitable only for individuals who are capable of accepting the potential loss of their entire margin deposit.
- 23.2. Customer recognizes that due to the typically narrow profit margins in over-the-counter (OTC) trading, price fluctuations within the OTC market can result in substantial financial losses.

- 23.3. The Customer affirms their readiness and capability, both financially and otherwise, to accept the risks associated with OTC trading. In consideration of Capinex managing their account(s), The Customer agrees not to hold Capinex, its subsidiaries, affiliates, or agents liable for any losses incurred.
- 23.4. The Customer acknowledges that it is impossible to guarantee profits or ensure freedom from losses in over-the-counter trading.
- 23.5. The Customer acknowledges that they have not received any guarantees from Capinex or any of its representatives, introducing agents, or other entities with whom they maintain a Capinex account. Furthermore, The Customer states that they have not entered into this Agreement based on, or in reliance upon, any such guarantees or similar representations.
- 23.6. The substantial leverage inherent in CFD trading can affect investments both positively and negatively. The use of leverage has the potential to result in significant losses as well as gains.
- 23.7. The Customer acknowledges that during periods of heightened market volatility, the execution of orders may become challenging or even unattainable.

24. SUGGESTIONS AND DETAILS

- 24.1. The Customer acknowledges the following:
 - (i) Any market recommendations, signals and information communicated by any method of communication to The Customer by Capinex and any of its subsidiaries, affiliates, agents or by any person within Capinex does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Capinex does not provide investment advice(i) Any market recommendations, signals, and information conveyed to The Customer by Capinex or any of its subsidiaries, affiliates, agents, or employees do not constitute an offer to sell or a solicitation to buy any over-the-counter contract. Furthermore, Capinex does not provide investment advice.
 - (ii) The recommendations and information provided by Capinex are based on sources that are believed to be reliable. However, it is essential to recognize that these recommendations may solely reflect the opinion of the broker and may not be complete or comprehensive.
 - (iii) Capinex makes no representations, warranties, or guarantees regarding the accuracy or completeness of the information or market recommendations provided to The Customer. The Customer acknowledges that they bear full responsibility for assessing the benefits and potential risks associated with any transaction undertaken with Capinex, regardless of whether the information is provided by Capinex or obtained from other sources. Capinex disclaims any liability for potential losses or damages, including loss of margin or profits, resulting directly or indirectly from the utilization or reliance on the aforementioned recommendations or information.
- 24.2. The Customer acknowledges that they bear full responsibility for evaluating the advantages and potential risks of any transaction engaged in with Capinex, whether based on information provided

by Capinex or obtained from other sources.

- 24.3. The Customer acknowledges that Capinex and/or its officers, directors, affiliates, associates, stockholders, or representatives may hold positions in or intend to trade CFDs that are the subject of market recommendations provided to The Customer. Additionally, the Customer understands that the market positions of Capinex or any of its officers, directors, affiliates, associates, stockholders, or representatives may not align with the recommendations given to The Customer.
- 24.4. The Customer acknowledges that Capinex makes no representations concerning the tax implications or treatment of any trading activities.

25. The Customer REPRESENTATIONS AND WARRANTIES

- 25.1. The Customer represents and warrants that:
- (i) If The Customer is an individual, they possess mental soundness, are of legal age, and have the requisite legal competence to enter into this Agreement.
 - (ii) The Customer is the sole owner of their account(s) and shall not grant any other person a security interest in their account with Capinex (except for the security interest granted to Capinex under this Agreement) without obtaining prior written consent from Capinex. The Customer affirms full beneficial ownership of all collateral and shall not provide any security interest in any collateral to any party (other than the security interest granted to Capinex herein) without Capinex's prior written consent.
 - (iii) The Customer warrants their suitability to engage in over-the-counter (OTC) trading, regardless of any subsequent determination to the contrary.
 - (iv) The Customer is not currently employed by any exchange, any corporation in which an exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company. Should The Customer become employed in such a capacity, they will promptly notify Capinex's home office in writing.
 - (v) The Customer agrees to execute and deliver all necessary documents, provide all required notices, make all necessary filings, and undertake such other actions as Capinex, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Capinex or to protect Capinex's interests regarding any collateral.
 - (vi) The Customer has read and understands the provisions contained in this Agreement, including, but not limited to, Capinex's Risk Disclosure Statement and Privacy Statement.
 - (vii) The Customer will review this Agreement periodically to ensure ongoing understanding and compliance.
 - (viii) The Customer shall not engage in any transaction in their account unless they fully understand this Agreement, and by executing any transaction, they represent that they have read and

understood this Agreement as it exists at the time of the transaction.

- (ix) The Customer agrees to comply at all times with all applicable laws, statutes, and regulations. The Customer hereby declares that the execution and delivery of this Agreement and all transactions contemplated herein, as well as the performance of all obligations arising under this Agreement and any related transactions, will not violate any statute, rule, regulation, ordinance, charter, by-law, or policy applicable to The Customer. The Customer shall not use their account with Capinex for any illegal activity.

26. ISLAMIC ACCOUNTS

- 26.1. Suppose The Customer, due to their adherence to Islamic religious beliefs, is unable to receive or pay interest. In that case, they have the option to designate their trading account as an Islamic Account through Capinex. This type of account is exempt from any charges or entitlements related to overnight interest and/or rollovers.
- 26.2. Upon designating their account as Islamic, The Customer agrees to maintain all transactions within that account for a minimum duration of five days. The Customer also agrees not to misuse this designation for any purposes outside its intended scope.
- 26.3. Capinex reserves the right to revoke the Islamic account designation at any time, at its sole discretion. Should Capinex determine that this benefit has been misused, it may implement necessary corrective measures.
- 26.4. Potential corrective actions may include reclassifying the Islamic Account as a standard account, making requisite adjustments (such as deducting amounts equivalent to the interest that Capinex has incurred), cancelling trades, and retroactively modifying account balances to reflect these changes.

27. Financial information disclosure

- 27.1. The Customer represents and warrants that all financial information provided in their application accurately reflects their current financial status and condition
- 27.2. The Customer affirms and guarantees that they have thoroughly evaluated the portion of their assets that they deem risk capital.
- 27.3. The Customer acknowledges that "risk capital" is defined as the amount of money that The Customer is willing to risk in trading activities, the loss of which would not adversely affect their lifestyle or financial obligations.
- 27.4. The Customer is obligated to promptly notify Capinex of any changes in their financial circumstances that result in a decrease in total assets, available funds, and/or investment capital. Such notification must occur as soon as reasonably practicable to ensure accurate account management.

28. NO ADDITIONAL AGREEMENTS THAT ARE SEPARATE FROM THE MAIN AGREEMENT:

- 28.1. The Customer acknowledges and confirms that they do not possess any separate or ancillary agreement with Capinex, or with any of its employees or agents, concerning trading activities within their Capinex account. This acknowledgment includes, but is not limited to, any agreements that would guarantee profits or limit losses associated with their account.
- 28.2. The Customer agrees that explicit approval is required for each transaction to be executed in their account. This requirement is applicable unless The Customer has authorized another individual to make trades on their behalf by executing Capinex's limited trading authorization or through a separate written agreement with Capinex. Any transactions in dispute must be reported to Capinex's Compliance Officer, adhering to the notice requirements specified in this Customer Agreement.
- 28.3. The Customer agrees to indemnify and hold harmless Capinex and its subsidiaries, affiliates, and agents from any damages, losses, or legal liabilities arising from The Customer's failure to promptly notify Capinex's Compliance Officer regarding any incidents as specified within this Agreement.
- 28.4. All necessary notifications, as required under this section, must be directed to Capinex via the email address support@kinmarkets.com.

29. AFFILIATE REFERRAL DISCLOSURE

- 29.1. Capinex may engage with advertising affiliates, referrers, and marketing partners (hereinafter referred to as "Affiliates"). These Affiliates are independent entities, distinct from Capinex, and their relationship does not constitute a joint venture or partnership. Affiliates are not agents or employees of Capinex.
 - 29.1.1. Capinex does not exercise control over, nor does it endorse or guarantee the accuracy or completeness of any information or guidance that The Customer may receive from Capinex's Affiliates or any other individual who is not employed by or representing Capinex. This specifically pertains to the risks associated with trading Contracts for Difference (CFDs).
 - 29.1.2. Since Affiliates are neither employees nor agents of Capinex, the Company does not endorse or guarantee the services offered by these Affiliates. The Customer is solely responsible for conducting thorough due diligence on any Affiliate prior to utilizing their services.
 - 29.1.3. The Customer acknowledges that to engage in trading with Capinex, they must establish an account directly with the Company. Capinex provides comprehensive risk disclosure information to all customers upon account opening, and customers are strongly advised to review this information thoroughly, refraining from reliance on any conflicting information from alternative sources.

- 29.1.4. The Customer acknowledges that Capinex, its employees, agents, or any individual associated with the Company have not made any representations or warranties regarding future profits or losses related to The Customer's account.
- 29.1.5. The Customer understands and acknowledges the high risks associated with CFD trading, noting that many individuals incur financial losses while engaging in such activities. All CFDs carry a significant risk of financial loss, irrespective of whether trades are executed based on a specific system, course, program, research, or recommendations provided by an Affiliate, trading agent, or any third party. The Customer further acknowledges that utilizing the services of a trading system, course, program, research, or recommendations from an Affiliate, trading agent, or any other third party does not guarantee profits or mitigate losses.
- 29.1.6. Given the elevated risk associated with CFDs, it is imperative for the Client to thoroughly evaluate their financial capacity to absorb potential losses before engaging in trading activities.
- 29.1.7. The Customer acknowledges that Capinex may compensate Affiliates for referring them, which may be based on a per-trade or other arrangement. The Customer is entitled to receive detailed information regarding the nature of this compensation.
- 29.1.8. The Customer recognizes that an Affiliate may, under certain circumstances, also act as a trading agent. Utilizing a trading agent may incur additional charges beyond the standard spreads offered by Capinex.
- 29.1.9. Capinex disclaims all liability for any losses incurred by The Customer due to reliance on information or advice provided by any third party, including a trading agent or Affiliate.

30. AGENTS INVOLVED IN THE BUYING AND SELLING OF GOODS AND SERVICES:

- 30.1. The Customer acknowledges that should they choose to grant a third party, referred to as a "Trading Agent," authority or control over their account, whether on a discretionary or non-discretionary basis, they do so at their own risk.
- 30.2. The Customer acknowledges that Capinex, along with its subsidiaries, affiliates, or agents, will not be responsible for reviewing The Customer's selection of a Trading Agent or the actions of that agent. Capinex will also refrain from providing any recommendations regarding the Trading Agent.
- 30.3. The Customer acknowledges and understands the following:
 - 30.3.1. Capinex makes no warranties or representations regarding any Trading Agent.
 - 30.3.2. Capinex, its subsidiaries, affiliates, or agents shall not be liable for any losses incurred as a result of the actions of the Trading Agent on behalf of The Customer.
 - 30.3.3. Capinex does not, whether by implication or otherwise, endorse or approve the operational methods of the Trading Agent.

- 30.4. Should The Customer grant trading authority or control over their account to a Trading Agent, they agree to enter into a Power of Attorney Agreement (POA) with the Trading Agent and to provide a copy of the POA to Capinex.
- 30.5. Upon receipt of the POA, The Customer acknowledges that Capinex is authorized to comply strictly with the instructions of the Trading Agent until The Customer provides written notice to revoke the POA or until the POA naturally expires. The Customer grants Capinex permission to withdraw funds from their account as per the terms agreed upon between The Customer and the Trading Agent in the POA.
- 30.6. The Customer recognizes that the Trading Agent, as well as various third-party vendors of trading systems, courses, programs, research, or recommendations, may operate without governmental regulation. The Customer is responsible for conducting comprehensive research on the Trading Agent prior to utilizing their services to ensure the Agent's competence and suitability for their needs.
- 30.7. The Customer acknowledges that either they or the Trading Agent may employ an automated trading system. The Customer agrees that Capinex assumes no liability for any such systems. The Customer recognizes the potential for high trading volume and the associated commissions that may arise from such systems and acknowledges the possible impact on the performance of their account. The Customer accepts the risks associated with using computer and data feed systems, including but not limited to hardware or software failures, communication line or system failures, and the provision of inaccurate external data feeds by third-party vendors. The Customer agrees to indemnify Capinex against any losses incurred in the account due to these risks. Capinex, its officers, directors, vendors, employees, agents, or associated persons will not be held responsible for any breakdown or failure.
- 30.8. The Customer acknowledges that utilizing a Trading Agent may incur additional charges that exceed the typical spreads offered by Capinex. The specifics of any such markup will be detailed in the agreement between The Customer and the Trading Agent.
- 30.9. The Customer acknowledges that any decisions or actions taken by the Trading Agent on their behalf will be regarded as actions taken by The Customer themselves. The Customer will bear responsibility for any resulting gains or losses from the Trading Agent's actions.
- 30.10. The Customer agrees to indemnify and hold Capinex harmless from any and all legal liabilities, financial losses, damages, expenses, and legal fees arising directly or indirectly from the Trading Agent's management of the account, including any actions, instructions, or omissions by the Trading Agent.
- 30.11. The Customer recognizes that trading CFDs carries a significant level of risk. Therefore, The Customer acknowledges that they should carefully evaluate their decision to trade through Capinex, whether assisted by a Trading Agent or otherwise, particularly if they do not possess capital that they can afford to lose.

31. CUSTOMER INFORMATION DISCLOSURE

- 31.1. Capinex will uphold strict confidentiality concerning customer and prospective customer information. Disclosure of such information will only occur to employees, agents, partners, and associates of Capinex as necessary for normal business operations, including but not limited to banking or credit relationships, or as specified in Capinex's Privacy Statement.
- 31.2. Capinex reserves the right to disclose information about The Customer and their transactions to regulatory agencies and law enforcement authorities when requested, or in compliance with a court order or subpoena.
- 31.3. Capinex may utilize or distribute anonymized statistical data for analytical purposes without revealing The Customer's identity.

32. TERMINATION

- 32.1. This Agreement shall remain in effect until terminated. The Customer retains the right to terminate this Agreement at any time by providing written notice at least three days in advance (which may be communicated via email), provided that The Customer has no open Contracts for Difference (CFDs) and does not owe any liabilities to Capinex. Conversely, Capinex may terminate this Agreement at any time by delivering written notice of termination to The Customer. It is important to note that such termination shall not affect any prior transactions and shall not release either party from any obligations specified in this Agreement. Furthermore, The Customer shall remain liable for any deficit balance that may arise.
- 32.2. Certain provisions of this Agreement shall continue to be in effect even after termination for any reason.

33. Protection of intellectual property and maintaining confidentiality.

- 33.1. The entirety of the Website, including its contents and any related materials, is protected by copyright, trademark, trade secret, and other intellectual property rights. These rights are held exclusively by Capinex and its licensors. Third-party materials available on the Website are owned by their respective third parties. The Customer shall have no ownership or rights to the Capinex intellectual property (IP), except for the right to access and use it as expressly permitted in this Agreement.
- 33.2. The Customer acknowledges that the Capinex IP is confidential and has been developed through substantial expertise, time, effort, and financial investment.
- 33.3. The Customer shall take all necessary measures to ensure the confidentiality of Capinex's intellectual property and shall not grant third-party access to the Website.
- 33.4. The Customer is prohibited from disclosing, disseminating, or otherwise providing any information obtained from or pertaining to Capinex's intellectual property to any third parties.

- 33.5. The Customer shall not replicate, alter, disassemble, reverse engineer, or create derivative works based on Capinex's intellectual property or its operational methods.
- 33.6. Should The Customer have comments or suggestions regarding Capinex's services or ideas for their improvement, The Customer is encouraged to communicate these to Capinex. By doing so, The Customer grants Capinex an irrevocable, royalty-free, transferable license to use and incorporate The Customer's ideas or comments into Capinex's services and to otherwise exploit The Customer's ideas and comments, all without any form of compensation.

34. RECORDINGS

- 34.1. The Customer acknowledges and agrees that all discussions pertaining to their account(s) between The Customer and Capinex staff may be electronically recorded, with or without the use of an automatic tone warning device.
- 34.2. The Customer further consents to the use of these recordings and transcripts by Capinex, its subsidiaries, affiliates, and agents for any disputes or legal proceedings that may arise.
- 34.3. The Customer acknowledges that Capinex regularly deletes these recordings in accordance with its established business procedures, and The Customer hereby consents to such destruction.

35. Legal limitations

- 35.1. The Customer acknowledges that financial contract laws vary across jurisdictions, and it is the sole responsibility of The Customer to ensure compliance with all applicable laws, regulations, or directives related to the use of the website in their country of residence.
- 35.2. Accessing Capinex's website does not imply that Capinex's services and/or the activities conducted by The Customer through the website are in compliance with the legal requirements, regulations, or directives of The Customer's country of residence.
- 35.3. This website is not intended to serve as an offer or solicitation to individuals in jurisdictions where such activities are not authorized or to individuals for whom it is illegal to make such an offer or solicitation.
- 35.4. Access to this website and the ability to trade financial contracts may be restricted in certain jurisdictions. Users accessing this site must familiarize themselves with and comply with any applicable restrictions.

36. Statement

- 36.1. By agreeing to this Agreement, The Customer affirms and represents that the funds deposited in their account with Capinex are not derived from drug trafficking, kidnapping, or any other illegal activities.

37. Taxation

- 37.1. The Customer acknowledges, understands, and agrees that Capinex, as a general rule, does not collect taxes on behalf of any governmental authority in any capacity.
- 37.2. The Customer is solely responsible for determining and fulfilling all applicable tax obligations in their country of residence, or any jurisdiction applicable, in relation to their trading activities through Capinex's services.
- 37.3. The Customer acknowledges that they are entirely responsible for meeting their tax liabilities. However, Capinex reserves the right to withhold any taxes required by law from any transaction results. It is important to note that Capinex is under no obligation to do so.
- 37.4. The Customer understands that all funds available for withdrawal from their account are considered "gross amounts," and Capinex reserves the right to deduct any necessary taxes from these amounts. The Customer agrees that they will not have any claims or recourse against Capinex for such deductions.

38. Fee for lack of activity

- 38.1. The Customer acknowledges that their trading account may incur monthly inactivity fees, except where prohibited by law. If no trading activity is recorded for a continuous period of 3 months, referred to as the "Inactivity Period," an inactivity fee will be deducted from the total value of the trading account for each subsequent month during this period. The specific fees are outlined on the Admin Fees page of the Website.
- 38.2. The applicable fees are subject to change and may be adjusted periodically.

39. Procedures for Account Identification

- 39.1. The Customer acknowledges that relevant legislation requires financial institutions to collect, verify, and maintain records of identifying information for every individual who opens an account.
- 39.2. The Customer acknowledges that Capinex implements procedures to prevent fraud and verify The Customer's identity.
- 39.3. The Customer agrees to provide Capinex with all required identification documents promptly upon opening the trading account. These documents include, but are not limited to, a photocopy of The Customer's identification, a utility bill (e.g., phone or property tax bill), and photocopies of both sides of The Customer's credit card (if a deposit was made using a credit card).
- 39.4. The Customer certifies that all information provided during the registration process is truthful, accurate, current, and complete. The Customer further confirms that they have not impersonated any individual, misrepresented their affiliation with any person, organisation, or entity, or used misleading information or methods to conceal their identity from Capinex.

40. PROCEDURES FOR WITHDRAWAL AND DEPOSIT

- 40.1. The Customer acknowledges and accepts Capinex's procedures regarding withdrawals and deposits to accounts as outlined below:
- I. Withdrawal orders: The execution of a withdrawal order is contingent upon the provision of necessary documentation. This documentation may be required by anti-money laundering regulations, credit card companies, or Capinex, and must be provided prior to processing the withdrawal request.
 - II. Delays in Withdrawal Processing: The Customer acknowledges that withdrawal processing times may vary and can be delayed due to various factors, some within Capinex's control and others outside of it. The Customer accepts that such delays are possible.
 - III. Credit Card Withdrawals: In compliance with credit card company regulations, withdrawals can be returned to the same credit card used for deposits. Capinex reserves the right to determine whether a withdrawal from a bank account initially funded by a credit card will be returned to the credit card or the bank account. Additional security procedures may extend the processing time for withdrawals to bank accounts.
 - IV. Credit Card Deposits Variance: If The Customer uses a currency other than USD for a credit card deposit, exchange rates and credit card company fees may result in slight variances between the deposited and charged amounts. The Customer accepts the possibility of such differences and agrees not to dispute or request a chargeback due to these variances.
 - V. Bank Transfer Deposits: To comply with anti-money laundering regulations, The Customer must use a bank account located in their country of residence and registered under The Customer's name when making deposits via bank transfer. Any withdrawals from The Customer's Capinex account to a bank account will only be sent to the original account from which the funds were initially received.
 - VI. If The Customer opts to use alternative payment methods, such as internet payment vendors or money transfer services, instead of credit cards or banks, The Customer agrees to abide by the rules and regulations of those services, including any applicable fees or restrictions. Capinex, at its sole discretion and in accordance with anti-money laundering regulations, may process withdrawals to a facility different from the one used for the original deposit.

41. STATEMENTS

- 41.1. The Customer consents to receive account statements and trade confirmations electronically through Capinex's online platform.

- 41.2. The Customer is responsible for notifying Capinex of any changes to their registered e-mail address to ensure the uninterrupted receipt of electronic communications.
- 41.3. By agreeing to this section, The Customer consents to the electronic delivery of all account-related information, including transaction activity, profit and loss statements, open positions, margin balances, account credits, debits, and any other related information.
- 41.4. Physical copies of monthly account statements will only be provided upon The Customer's request and may incur an additional fee, as specified by Capinex.
- 41.5. Statements are deemed to have been received by The Customer once Capinex makes them available through its online platform, regardless of whether The Customer has accessed or reviewed the statement.
- 41.6. This consent for electronic delivery of statements and confirmations will remain in effect unless and until The Customer revokes it in writing, and Capinex acknowledges the revocation in accordance with the terms outlined in this Agreement.

42. Agreement to Use Electronic Signature

- 42.1. By digitally signing Capinex's account agreement and any associated documents, The Customer acknowledges the receipt of The Customer account letter, The Customer agreement, and all related documents included in Capinex's electronic account package. The Customer agrees to be bound by the terms and conditions outlined within these documents.
- 42.2. Additionally, by signing Capinex's account agreement and related documents electronically, The Customer consents to Capinex's retention of electronic records pertaining to The Customer's trades, account activities, and acknowledges the receipt of these records in electronic form.

43. Waiver and amendment

- 43.1. The Customer acknowledges and agrees that Capinex retains the right to amend or modify this Agreement at any time.
- 43.2. Capinex will notify The Customer of any such amendments or modifications by either posting the changes on Capinex's website or sending an email notification to The Customer, providing at least five days' notice before the changes take effect.
- 43.3. The Customer agrees to comply with the terms of any amendment or modification as of the effective date specified in the notification.
- 43.4. If The Customer disagrees with any such amendment or modification, they are required to liquidate all open positions and provide Capinex with instructions regarding the disposition of all assets in their account within ten (10) business days of receiving notice, whether through the website or other forms of communication.
- 43.5. No waiver or modification of this Agreement may be inferred from any previous interactions

between the parties, nor from any failure by Capinex or its agents to enforce its rights under this Agreement, regardless of how frequently those rights were previously unenforced.

- 43.6. Any verbal agreements or instructions that contradict this Agreement will not be acknowledged or enforceable.

44. Complete and comprehensive agreement

- 44.1. This Agreement, together with all references to Capinex's policies and procedures, including but not limited to the Risk Disclosure Statement, Trading Conditions and Charges, and the Privacy Statement, represents the entire and exclusive agreement between Capinex and The Customer. It supersedes and replaces any and all prior written or verbal agreements or understandings between the parties.

45. ASSIGNMENT

- 45.1. The Customer is not permitted to assign or transfer any of their rights or obligations under this Agreement to any third party without obtaining prior written consent from Capinex. Any attempted assignment or transfer in breach of this provision will be deemed null and void. Capinex reserves the right to assign this Agreement freely without requiring consent from The Customer.

46. Applicable Law and Jurisdiction

- 46.1. The terms of this Agreement, including the rights and obligations of all parties involved, as well as any legal or administrative actions arising from or related to this Agreement or the transactions executed under it, shall be governed by and construed in accordance with the laws of the Union of Comoros and the regulations of Capinex. The Customer expressly agrees to submit to the non-exclusive jurisdiction of the courts of the Union of Comoros for the resolution of any disputes. This agreement to jurisdiction is irrevocable and remains in effect for all matters related to this Agreement.

47. Enforceability

- 47.1. This Agreement shall remain in effect and applicable to all accounts maintained by the Customer with Capinex, whether opened or reopened, collectively and individually, without regard to any changes in personnel at Capinex or its successors, assigns, subsidiaries, affiliates, or agents.
- 47.2. This Agreement and all permissions granted herein shall inure to the benefit of Capinex and its subsidiaries, affiliates, agents, successors, and assigns, including but not limited to those resulting from mergers, consolidations, or any other business combinations. It shall also be legally binding upon the Customer and/or their estate, executor, trustees, administrators, legal representatives, successors, and assigns.

- 47.3. The Customer hereby acknowledges and affirms all transactions executed with Capinex prior to the effective date of this Agreement. The Customer agrees that the rights and obligations arising from these transactions shall be governed by the terms and provisions of this Agreement.

The Customer hereby acknowledges receipt of, and confirms that they have read and understood, the terms and conditions outlined in this Agreement. The Customer consents to be legally bound by all provisions contained herein.

The website is managed by Capinex Capital Ltd (Reg. No. HM00224017), an international brokerage and Clearinghouse regulated by the Mwali International Services Authority of the Union of Comoros. It holds license number BFX2024013, and its registered office is at 1257 Bonovo Road, Fomboni, Comoros. The website operates through the domain <https://kinmarkets.com/>