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General Terms and Conditions of Business

(Client Agreement)

EC Markets is a trading name of EC Markets Group Ltd, which is authorised and regulated by the Financial Conduct Authority ("FCA"), FRN: 571881. Its trading address is Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY

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General Terms and Conditions of Business
(Client Agreement)

EC Markets Group Ltd
(trading as "EC Markets")

Version date: September 2026

EC Markets is a trading name of EC Markets Group Ltd, which is authorised and regulated by the Financial Conduct Authority ("FCA") under Firm Reference Number 571881. Its registered office is Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY.

1. About EC Markets Group Ltd

EC Markets Group Ltd ("EC Markets", "we", "us", "our") is authorised and regulated by the Financial Conduct Authority in the United Kingdom under Firm Reference Number 571881. Our registered office address is Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY.

We provide financial and investment services to individual (non-business) clients through one or more accounts, products, or services made available by us from time to time. These may include investment products, derivatives, tax-efficient accounts, and other regulated services offered by EC Markets under separate supplementary terms where applicable. Please refer to our separate business terms and conditions for services intended for business customers.

We provide our services under the regulatory permissions granted to us by the Financial Conduct Authority. Depending on the product or service, this may include arranging transactions in investments, transmitting or executing client orders, and providing access to investment and trading products on an execution-only basis. Unless expressly stated otherwise, we do not provide personal recommendations, investment advice, tax advice, or discretionary portfolio management.

EC Markets acts as your relationship manager and, depending on the product or service, may act as your contractual counterparty or arrange access to services provided by a third party with whom you have a direct contractual relationship. For investment accounts provided through WealthKernel, WealthKernel Limited has a direct contractual relationship with you for the services it provides.

We may appoint or use third-party custodians, brokers, execution venues, administrators, payment providers, technology providers, or other service providers in connection with the services we provide to you. Further details of relevant third-party arrangements may be set out in this Agreement or in the applicable supplementary terms.

You remain a client of EC Markets at all times. We are your main point of contact for onboarding, support, complaints, and regulatory communications. Where required for regulatory, operational, or service delivery purposes, acceptance of additional third-party terms may be required in order for us to provide certain services. Any third parties used by us are selected and overseen in accordance with our regulatory obligations.

2. Scope and Structure of This Agreement

This Agreement is a legally binding contract between you and EC Markets and governs your relationship with us in connection with any account, product, or service you hold or access through EC Markets. Additional supplementary terms may apply depending on the services you use, including investment accounts, tax-efficient accounts, derivative products, or other regulated services made available by us. Where applicable, those supplementary terms form part of this Agreement and should be read together with these General Terms and Conditions.

This Agreement explains how we provide services to you and how your money, assets, or positions may be held, administered, or otherwise managed. You will be required to accept these terms, together with any applicable supplementary terms, before using the relevant product or service.

This Agreement covers:

- access to our platform, systems, and tools used to access products and services made available by us.
- the general framework under which services are provided, including where third-party providers are used.
- how we handle instructions, communications, and reporting.
- fees, taxes, and charges that may apply to your use of our services.
- data protection, confidentiality, and complaints handling.
- suspension, termination rights, and governing law.

Where there is any inconsistency between these General Terms and Conditions and any applicable supplementary terms, the relevant supplementary terms shall prevail in relation to the relevant product or service.

We may update this Agreement from time to time to reflect changes in law, regulation, our services, or business practice. We will notify you of material updates at least 30 days before they take effect unless an earlier change is required by law. The latest version will always be available on our website.

3. Your Account

Under Financial Conduct Authority ("FCA") rules, all clients must be categorised to determine the protections, disclosures, and regulatory treatment that apply to them. Unless we notify you otherwise in writing, you will be categorised as a Retail Client.

As a Retail Client, you benefit from the highest level of regulatory protection available under the FCA Conduct of Business Sourcebook ("COBS"). Depending on the products and services you use, these protections may include:

- protection of client money in accordance with the FCA Client Assets Sourcebook ("CASS");
- eligibility to refer complaints to the Financial Ombudsman Service, where applicable;
- eligibility for compensation under the Financial Services Compensation Scheme ("FSCS"), where applicable;
- clear disclosure of our costs and charges before you enter into transactions;
- appropriateness assessments where required by FCA rules before access to certain products or services is granted; and
- any additional protections applicable to the products or services you use, as described in the relevant Supplementary Terms.

EC Markets currently provides services only to Retail Clients. We do not currently offer reclassification to Professional Client or Eligible Counterparty status. Should this become available in the future, any request for reclassification will be assessed in accordance with applicable FCA rules and acceptance will be at our sole discretion.

We may conduct appropriateness, eligibility, or other regulatory assessments when you apply for an account, access a product or service, or seek to trade in certain financial instruments. We use information you provide about your knowledge, experience, financial circumstances, and understanding of financial products to assess whether particular products or services are appropriate for you.

If we determine that a product or service may not be appropriate for you, we will provide a warning. Depending on the nature of the product, service, or instrument, we may restrict access, request additional information, or allow you to proceed at your own initiative where permitted by law and regulation. Where you choose to proceed following such a warning, you do so at your own risk.

Certain products or instruments may be classified as complex and may require enhanced assessment before access is granted. Where this applies, you will not be able to access or trade in those products until the relevant assessment has been completed and we are satisfied that access may be granted in accordance with applicable legal and regulatory requirements.

You must promptly inform us of any material change to your personal circumstances, financial situation, knowledge, experience, or investment objectives where such changes may affect your classification, eligibility, or risk profile.

Eligibility and Account Types

You may apply to open one or more accounts, products, or services made available by EC Markets, subject to eligibility and regulatory requirements applicable to the relevant product or service.

To open an account or access a product or service, you must:

- be at least 18 years old;
- provide accurate and complete information requested by us;
- provide satisfactory identification and pass our anti-money laundering, sanctions, and verification checks; and
- accept this Agreement together with any applicable supplementary terms and required third-party terms.

Certain products or services may have additional eligibility criteria imposed by law, regulation, or product-specific rules. For example, tax-efficient accounts may be subject to statutory eligibility requirements, contribution limits, or other restrictions, and pension products may be subject to separate contribution and benefit rules.

Each account, product, or service is distinct. You may hold more than one account or product with us, and this Agreement applies to all of them unless otherwise stated in any applicable supplementary terms.

Account Opening Process

To open an account or access a product or service, you must complete our digital application process and provide any information reasonably requested by us. We will verify your identity using electronic verification systems and may request additional documents or information where required for regulatory, compliance, or operational purposes.

We reserve the right to decline any application where our onboarding requirements are not met, where we are unable to complete required checks, or where we reasonably consider that we are unable to provide services to you.

Once approved, we will confirm activation of the relevant account, product, or service and provide instructions on any next steps required, including funding where applicable.

Account Use and Security

You are responsible for keeping your login credentials confidential. If you believe someone else has gained access to your account, contact us immediately. We may freeze your account while we investigate.

You must use your account solely for your own investments. Acting on behalf of third parties or sharing credentials breaches this Agreement.

You must ensure that your account details, residential address, and tax status remain accurate. Notify us promptly of changes.

Inactive or Dormant Accounts

If your account remains inactive for an extended period, we may classify it as dormant. We will attempt to contact you before taking any action. If we cannot reach you, your money and assets will continue to be held in accordance with applicable legal and regulatory requirements, including the FCA client assets and client money rules ("CASS") where relevant, unless and until any transfer is permitted or required under applicable law, including any applicable dormant assets regime.

Joint or Corporate Accounts

At present our retail platform supports only individual accounts. If we offer joint or corporate accounts in future, additional terms will apply.

4. Our Services

We provide services on an execution-only basis unless expressly stated otherwise. This means we do not provide personal investment advice, legal advice, or tax advice, and we do not assess the suitability of any particular product, service, transaction, or investment for you except to the extent we are required to carry out regulatory assessments. All decisions to invest, trade, or use our services are your own. You must ensure that you understand the risks before proceeding.

Through our platform, systems, and services, you may be able to:

- access products and services made available by us;
- place instructions or orders in relation to eligible financial instruments or transactions;
- hold, manage, or monitor accounts, assets, balances, or positions where applicable; and
- view statements, transaction history, valuations, and other account information electronically.

Depending on the product or service used, we may arrange, transmit, execute, administer, or facilitate transactions through third-party brokers, custodians, counterparties, execution venues, administrators, or other service providers appointed by us. The third-party arrangements that apply may differ depending on the product or service you use.

We may:

- suspend, restrict, or limit access to certain products, services, instruments, or markets;
- decline, reject, or cancel instructions or transactions where required for legal, regulatory, operational, or risk management reasons;
- introduce, amend, suspend, or remove platform features, products, or services; and
- provide notice of material changes where reasonably practicable.

We will act honestly, fairly, and professionally in accordance with applicable law and regulation, including relevant FCA conduct requirements.

We will not:

- provide personal recommendations;
- monitor or manage your portfolio unless expressly agreed separately; or
- guarantee performance, profitability, or return.

If you are unsure whether a product, service, or transaction is suitable for you, you should seek independent professional advice before proceeding.

5. Your Responsibilities

Accurate Information

You must ensure that all information you provide is true, complete, and up to date. If we discover material inaccuracies, we may suspend or close your account.

Use of Account

Your account is for your personal investment use only. You must not act as an agent for others, operate multiple accounts to avoid limits, or engage in activity that may constitute market abuse.

Understanding of Risk

You acknowledge that investing and trading involve risk, including the risk of losing some or all of your money depending on the product or service used. You should only use our products and services if you understand the relevant risks and can afford to bear any losses.

Security and Fraud Prevention

Keep your login credentials secure and log out after each session. You must inform us immediately if you suspect unauthorised access to your account. We may freeze your account to protect you while we investigate.

Regulatory Compliance

You agree to cooperate with any request for information we make in connection with anti-money laundering (AML) and know-your-customer (KYC) requirements. We may be legally obliged to disclose information to regulators or law-enforcement agencies.

Tax Reporting

You are responsible for reporting your income and gains to HMRC. We may provide statements to help you comply but cannot guarantee their completeness for tax filing purposes.

Technical Requirements

You must maintain a reliable internet connection and updated software to use the platform. We are not liable for losses caused by failures of your device, internet service, or third-party providers.

Prohibited Use

You must not use the service for money laundering, fraud, terrorism financing, or any unlawful activity. We may report suspicious activity to the relevant authorities without notice.

Liability for Unauthorised Use

You must take reasonable steps to keep your login credentials secure and notify us immediately if you suspect unauthorised access to your account. We will take reasonable steps to prevent further unauthorised use once notified. Your liability for unauthorised transactions will be determined in accordance with applicable law and regulation and the circumstances of the case.

6. Use of Platform and Intellectual Property

Our platform, website, and mobile applications (collectively “the platform”) are provided for your personal use to access your account and place investment orders.

All intellectual property rights in the platform and its content belong to EC Markets or our licensors. You are granted a limited, non-transferable licence to use the Platform for your own investing activity.

You must not:

- copy, reproduce, or reverse-engineer any part of the Platform;
- use the Platform for commercial purposes;
- introduce malicious code or attempt unauthorised access to any system; or
- use automated software, bots, scripts, or similar tools to place orders or extract data unless expressly permitted by us.

We will take reasonable steps to maintain Platform availability but do not guarantee uninterrupted access. Access to the Platform may be interrupted or unavailable due to maintenance, technical issues, third-party service interruptions, or circumstances beyond our control. During such periods, you may be unable to place, amend, or cancel orders, which may result in missed trading opportunities or an inability to react to market movements.

We are not liable for losses arising from such interruptions unless caused by our negligence, fraud, or wilful default. We will endeavour to provide notice of significant planned interruptions where reasonably practicable. You are responsible for ensuring your device, browser, and internet connection are secure and compatible with our systems.

All data and analytical tools made available through the Platform are provided for general information only and do not constitute personalised investment advice, a recommendation to trade or an offer to buy or sell any financial instrument.

This includes EC Intelligence, a market analysis and research tool made available through our Platform. The sentiment analytics, news insights, trading signals and related content available through EC Intelligence are supplied through technology provided by Acuity Research Limited.

The information does not take into account your investment objectives, financial circumstances or individual needs. We will use reasonable endeavours to provide an acceptable service and to present the content supplied to us accurately. However, we cannot guarantee its accuracy, completeness, timeliness or continuous availability. You remain responsible for assessing the information and making your own trading decisions.

7. Custody and Client Money

Depending on the product or service you use, different client money, custody, safeguarding, margin and settlement arrangements will apply. For CFD and Spread Betting accounts, EC Markets Group Ltd receives and holds client money in accordance with the FCA Client Assets Sourcebook ("CASS") and the arrangements described in the applicable Supplementary Terms.

For investment accounts provided through WealthKernel, EC Markets arranges access to the WealthKernel service and transmits client instructions but does not receive, hold or control client money or investments held through WealthKernel. WealthKernel Limited receives and holds the relevant client money and provides or arranges the applicable custody, settlement and administration services.

The specific arrangements applicable to each product are set out in the relevant Supplementary Terms and other applicable product documentation.

Client Money Accounts

Where EC Markets receives and holds client money in connection with CFD and Spread Betting accounts, that money will be held in accordance with applicable regulatory requirements, including the FCA Client Assets Sourcebook ("CASS"). For investment accounts provided through WealthKernel, the relevant client money is received and held by WealthKernel Limited under the arrangements applicable to the relevant product. EC Markets does not receive, hold or control that client money.

Custody of Assets

For investment accounts provided through WealthKernel, WealthKernel Limited provides or arranges the applicable custody services through its nominee, custodian or sub-custodian arrangements, as described in the relevant product terms. For SIPP accounts, WealthKernel Limited acts as the Pension Operator and WealthKernel Trustees Limited acts as the Trustee, with the specific arrangements for holding SIPP assets set out in the relevant SIPP terms.

CFDs and Spread Bets do not involve ownership of the underlying assets and, accordingly, those underlying assets are not held in custody for you.

Product Arrangements

Different products may involve different custody, settlement, safeguarding, margin, or money handling arrangements, and not all products involve ownership of underlying assets. The arrangements applicable to a particular product or service are governed by the relevant supplementary terms, which form part of this Agreement and prevail where specific product arrangements differ from these General Terms and Conditions.

Interest and Cash Management

Interest may or may not be payable on cash balances depending on the product, service, currency, and applicable arrangements. Where interest, cash management features, or interest-sharing arrangements apply, the relevant terms will be set out in the applicable supplementary terms.

Third-Party Providers

We may appoint third-party providers to perform custody, settlement, safekeeping, clearing, administration, banking, or related services. Any such providers will be selected and monitored in accordance with our regulatory obligations.

Protection of Assets

The Financial Services Compensation Scheme ("FSCS") may provide protection where an authorised firm or eligible deposit-taking institution fails and is unable to meet its obligations to eligible clients. The availability and level of protection depends on the relevant failed firm or bank, the nature of the claim, the type of financial service involved, the client's eligibility and the applicable FSCS rules and compensation limits in force at the time.

Cash held as deposits with authorised banks may be protected up to £120,000 per eligible person per firm, depending on the nature of the deposit and the applicable protection rules.

Investment business, including custody and execution services, is typically protected up to £85,000 per eligible person per firm.

This protection applies only in the event of firm failure and does not cover losses resulting from investment performance, market movements, poor investment outcomes, or changes in market value.

Further information about eligibility, compensation limits, and the scope of protection is available from the Financial Services Compensation Scheme.

8. Deposits and Withdrawals

Deposits

You may deposit funds into your account using the payment methods made available for the relevant product or service through the platform, website, or any other approved method. For CFD and Spread Betting accounts, deposits are received and held by EC Markets as client money in accordance with our CASS arrangements and the applicable supplementary terms. For investment accounts provided through WealthKernel, deposits will be made directly to the payment destination specified by WealthKernel.

Deposits must be made from a bank account held in your own name. By making a deposit, you confirm that the funds belong to you and are not being provided by any third party.

We do not accept third-party deposits into your account and reserve the right to reject, return, delay, reverse, or request further information in relation to any payment where we reasonably believe this requirement has not been met, or where we are required to do so for legal, regulatory, fraud prevention, or anti-money laundering purposes.

Funds will normally be credited to your account once cleared and once any required verification checks have been completed.

We reserve the right to reverse or adjust any deposit where it has been credited in error, cannot be matched to your account, or is subsequently determined to be invalid, subject to fraud, or regulatory concerns.

Withdrawals

Withdrawal requests must be submitted through the platform, website, or any other method made available for the relevant product or service.

Withdrawals will normally be processed as soon as reasonably practicable, but processing times may vary depending on applicable checks, banking systems, settlement cycles, or regulatory requirements. For CFD and Spread Betting accounts, withdrawals are made from client money held under EC Markets' CASS arrangements in accordance with the applicable supplementary terms. For investment accounts provided through WealthKernel, withdrawals are processed by WealthKernel and funds will be returned to the bank account linked to your investment account.

Withdrawals must be made to a bank account in your own name.

We reserve the right to delay, refuse, suspend, or place reasonable restrictions on withdrawals where:

- this is required to comply with legal or regulatory obligations;
- we reasonably suspect fraud, financial crime, or misuse of the account;
- your account is subject to verification, review, or investigation;
- there are insufficient cleared funds available; or
- we consider it necessary for legal, regulatory, operational, or risk-management purposes.

You are responsible for ensuring that sufficient settled cash remains in your account to cover any open orders, unsettled transactions, fees, or other obligations before making a withdrawal request.

If your account balance becomes negative for any reason, you must promptly repay the amount owed to us.

9. Orders and Execution

Placing Instructions or Orders

Instructions or orders must normally be placed through our platform, application, or other channels made available by us for the relevant product or service. We do not normally accept instructions by telephone, email, or other informal means unless we agree otherwise.

Once submitted, an instruction or order will be treated as your authority for us to arrange, transmit, execute, or otherwise process the relevant transaction in accordance with the applicable supplementary terms and execution arrangements.

Pricing and Execution

Before submitting an instruction or order, indicative pricing, estimated costs, or other relevant transaction information may be displayed where applicable. Any price shown before execution is indicative only unless expressly stated otherwise.

Execution may take place at a different price from that displayed at the time of submission due to market movement, volatility, liquidity conditions, timing differences, or other market factors.

Execution Outcomes

Depending on market conditions and the relevant product or service, an instruction or order may be executed in full, in part, in multiple parts, delayed, rejected, or remain unexecuted.

You acknowledge that price movement between submission and execution is a normal feature of financial markets and that neither EC Markets nor any appointed third-party execution provider is responsible for losses arising solely from normal market movement where orders have been handled in accordance with applicable arrangements.

Best Execution

Where we are required to do so, we will take all sufficient steps to obtain the best possible result for you in accordance with our Order Execution Policy, taking into account factors such as price, cost, speed, likelihood of execution and settlement, size, and nature of the transaction.

By using our services, you consent to orders or transactions being handled in accordance with our Order Execution Policy and any applicable third-party execution arrangements.

Refusal, Rejection, or Cancellation

We may decline, reject, suspend, cancel, or reverse an instruction, order, or transaction where:

- insufficient funds, margin, or available resources exist;
- legal, regulatory, operational, or market restrictions apply;
- we reasonably suspect market abuse, financial crime, or misuse of our services; or
- a technical, pricing, or connectivity issue affects proper execution.

Where reasonably practicable, we will notify you if an instruction or order is rejected, cancelled, or materially affected.

Settlement, clearing, margin requirements, and post-trade treatment may differ depending on the product or service used and are governed by the relevant supplementary terms where applicable.

10. Fees and Charges

General

Our charges for using our products and services are set out in our separate Pricing Schedule. That schedule forms part of this Agreement and is available on our website.

Fees may include account maintenance charges, trading commissions, spreads, financing charges, FX conversion costs, custody charges, administration charges, and other third-party costs depending on the product or service you use. All charges are quoted inclusive of VAT where applicable.

Collection of Fees

Unless stated otherwise, fees may be deducted automatically from your available cash balance or otherwise applied to your account.

If there are insufficient funds available, we may restrict access to certain services, require payment, or take reasonable steps permitted under the relevant supplementary terms to recover unpaid amounts.

Changes to Fees

We may change our fees by giving you at least 30 days' notice through the platform, website, or by email. If you continue to use your account, product, or service after that notice period, you will be deemed to have accepted the updated charges.

Third-Party Charges

Some fees are set by third parties such as exchanges, custodians, brokers, counterparties, payment providers, or other service providers. We do not control those charges but will disclose them where required and as soon as reasonably practicable where they apply.

Taxes and Duties

We do not provide tax advice. Tax treatment depends on your individual circumstances and may change in the future.

You are responsible for declaring income, gains, or other taxable amounts arising from your use of our products or services and for paying any associated taxes, duties, or levies.

Dividends, interest, or other income arising from overseas assets or transactions may be subject to withholding tax or other deductions imposed by the relevant jurisdiction.

Where required in connection with certain products or markets, you may be asked to complete tax documentation, including forms such as a W-8BEN, in order to confirm your tax status and enable the correct withholding treatment to apply. Failure to provide required documentation may result in higher withholding rates or restrictions on access to certain products or services.

Where a tax authority imposes a charge, withholding, deduction, or reporting requirement, you authorise us and any relevant third-party provider to comply with that requirement.

We do not file tax returns or liaise directly with tax authorities on your behalf unless required by law.

Interest, Currencies and Negative Balances

Cash balances may be held in one or more currencies depending on the product or service used. Where currency conversion is required, it will be carried out at prevailing market rates together with any applicable spread or conversion charge as set out in our Pricing Schedule.

We may or may not pay interest on cash balances depending on the product, service, currency, or applicable arrangements.

Your account should not normally have a negative balance unless the relevant supplementary terms permit otherwise. However, a negative balance may arise in limited circumstances, including as a result of settlement adjustments, fees, corporate actions, financing charges, margin requirements, or operational corrections. If this occurs, you must promptly repay the amount owed. We may take reasonable steps permitted under the relevant supplementary terms to recover any shortfall.

11. Data Protection and Confidentiality

We take your privacy and data security seriously. EC Markets Group Ltd is a data controller for the purposes of the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018. We may use third-party service providers to process personal data where necessary for account operation, service delivery, custody, execution, administration, payment processing, compliance, or related purposes.

We collect, store, and process your personal data so that we can:

- verify your identity and meet legal and regulatory obligations;

- operate your account and carry out transactions;
- communicate with you and provide statements, notices, and reporting;
- monitor, improve, and administer our products and services; and
- detect and prevent fraud, financial crime, and misuse of our services.

We only share your information with third parties where necessary for service delivery, where required by law or regulation, or where you have otherwise agreed. These parties may include custodians, brokers, payment providers, technology providers, auditors, professional advisers, regulators, tax authorities, and other service providers appointed by us.

Your data may be stored or processed outside the United Kingdom or European Economic Area. Where this occurs, we will ensure that appropriate safeguards are in place in accordance with applicable data protection law.

You have rights under applicable data protection law, including the right to:

- access the personal data we hold about you;
- request correction of inaccurate information;
- request deletion or restriction of processing where applicable;
- object to certain processing or withdraw consent where processing is based on consent; and
- receive certain personal data in a portable format.

You may exercise these rights by contacting us using the contact details set out in our Privacy Notice.

We retain records for as long as required by applicable law or regulation, which may be for a minimum of six years after your relationship with us ends, or longer where required.

All employees, contractors, and service providers acting on our behalf are subject to confidentiality obligations. We will not disclose your information except as permitted by this Agreement, our Privacy Notice, or by law.

12. Communications and Reporting

We provide our services and all regulatory documents electronically. By using our platform, you consent to receive all communications in digital form.

Methods of Communication

We will communicate through:

- the EC Markets website and mobile app;
- email to your registered address;
- in-app messages or push notifications; and
- occasionally by telephone where we need to verify your identity or discuss urgent matters.

Notices are considered delivered once they are made available in your account or sent to your email. You are responsible for keeping your contact details up to date.

Statements and Confirmations

After each transaction, you will receive a contract note or confirmation showing the relevant details of the transaction, including price, quantity, and applicable fees where relevant.

We will provide statements, valuations, and other reporting in accordance with the relevant supplementary terms and applicable legal and regulatory requirements.

Platform Availability

We aim to make our online platform available on a continuous basis, but availability may be interrupted by maintenance, system upgrades, technical faults, third-party failures, or factors beyond our control. We will give prior notice of planned outages whenever reasonably practicable. We are not liable for temporary interruptions unless caused by our negligence, fraud, or wilful default.

Record Keeping and Monitoring

We keep records of communications and transactions in line with applicable legal and regulatory requirements. Telephone calls, chat logs, emails, and other electronic communications may be recorded or monitored for compliance, training, quality assurance, dispute resolution, and evidential purposes.

Language

All communications, statements, and contractual documents will be in English. If a translation is provided, the English version will prevail to the extent of any inconsistency.

13. Conflicts of Interest

We maintain and operate effective arrangements to identify and manage conflicts of interest that may arise between us, our staff, third parties, and our clients.

Our Policy

Our Conflicts of Interest Policy requires staff to:

act honestly, fairly, and professionally in accordance with applicable legal and regulatory obligations;

disclose any personal interest that could influence decision-making;

refrain from trading in securities where a conflict exists; and

escalate potential conflicts to compliance for review.

Types of Conflict

Conflicts may arise, for example, if:

- we or our employees hold positions in securities that you also trade;

- we receive or pay fees to third parties connected with your transactions; or
- multiple clients place orders in the same security at the same time.

We manage these conflicts through segregation of duties, independent oversight, and transparent disclosure where necessary.

Third-Party Benefits

We may receive minor non-monetary benefits such as market research, educational materials, or training events from product providers. These benefits are permitted only if they enhance the quality of service to you and do not impair our duty to act honestly, fairly, and professionally in accordance with applicable legal and regulatory obligations.

We earn revenue from the services we provide to you, including through foreign exchange spreads and other charges disclosed in our Pricing Schedule. Where we receive any monetary or non-monetary benefit from third parties in connection with services provided to you, such benefits are designed to enhance the quality of service and do not impair our obligation to act honestly, fairly, and professionally in accordance with applicable legal and regulatory obligations. Further details of our remuneration arrangements are available on request.

You may request a full copy of our Conflicts of Interest Policy at any time.

14. Liability and Indemnity

We are committed to acting with reasonable care, skill, and diligence when providing our services. However, there are limits to what we can be held responsible for.

Our Liability

We will be liable to you for losses caused by our negligence, wilful default, or fraud. Nothing in this Agreement excludes or limits our liability for death or personal injury resulting from negligence, or for any other liability that cannot lawfully be excluded.

We are not responsible for losses or damages that result from:

- market fluctuations, adverse market movement, or product performance;
- events outside our reasonable control, including system outages, natural disasters, government actions, market suspensions, or war;
- failures, errors, or delays caused by third parties such as exchanges, clearing systems, banks, custodians, brokers, counterparties, or communications networks;
- acts or omissions of third-party service providers acting within the scope of their own legal or regulatory responsibilities; or
- your breach of this Agreement or failure to follow our instructions.

We are not liable for indirect or consequential losses such as loss of profit, goodwill, or opportunity, except where such loss cannot lawfully be excluded.

Indemnity

You agree to indemnify us against reasonable losses, costs, or expenses arising from:

- your breach of this Agreement;
- false or misleading information provided by you;
- unauthorised or fraudulent use of your account where you have failed to comply with your security obligations; or
- any claim brought by a third party arising directly from your actions or omissions.

This indemnity does not apply where losses arise due to our negligence, fraud, or wilful misconduct.

Liability for Third-Party Providers

Third-party providers appointed in connection with our services may be responsible for custody, execution, settlement, payment processing, administration, or other regulated activities depending on the product or service used. We carry out appropriate due diligence and oversight in relation to such providers. We are not liable for their acts or omissions to the extent that responsibility for those acts or omissions rests with the relevant third-party provider, except where applicable law or regulation requires EC Markets to retain responsibility or liability, or where we have failed to exercise reasonable care in their selection, appointment, or ongoing oversight.

Limitation of Claims

Any claim against us must be made within six years of the event giving rise to the claim, unless a different period applies under applicable law.

15. Termination and Account Closure

Your Right to Close Your Account

You may close your account at any time by notifying us via the platform or in writing. We will process closure requests promptly. Before closure, you must sell or transfer your investments and settle any outstanding fees or charges.

Our Right to Suspend or Terminate

We may suspend or terminate your account if:

- you breach this Agreement;
- you provide false information or fail verification checks;
- your account is used for unlawful or suspicious purposes;
- required by law, regulation, or court order; or

- a service partner ceases to provide services.

Unless immediate action is required by law, regulation, risk management, fraud prevention, or to protect you or us, we will normally give you at least **30 days' notice** before terminating your account.

We are not obliged to provide reasons for termination where we are entitled to close or restrict an account under this Agreement or applicable law.

Consequences of Termination

Once your account is closed:

- all open orders may be cancelled;
- remaining holdings may be sold, transferred, realised, or otherwise dealt with in accordance with the applicable supplementary terms and operational arrangements;
- fees and charges due up to the closure date will be deducted;
- your data will be retained in accordance with regulatory retention requirements; and
- termination of this Agreement does not affect any rights or obligations already accrued.

16. Force Majeure

We will not be liable for any failure or delay in performing our obligations under this Agreement to the extent that such failure or delay results from circumstances beyond our reasonable control, including natural disasters, acts of war, civil unrest, strikes, failures of telecommunications or market infrastructure, interruptions to third-party services, or government action.

17. Complaints

We strive to provide a fair and transparent service. If you are dissatisfied, please let us know so we can resolve the issue promptly.

How to Complain

You can contact us by:

- Email: complaints@ecmarkets.co.uk
- Post: Complaints Officer, EC Markets Group Ltd, Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY.
- Telephone: 020 7621 7970

Please provide your name, account number, and details of your complaint.

We will acknowledge receipt within five business days and aim to issue a final response within eight weeks.

If you remain dissatisfied after receiving our final response, or if eight weeks have passed without a final response, you may be entitled to refer your complaint to the Financial Ombudsman Service. Further information is available from the Financial Ombudsman Service.

18. Governing Law and Jurisdiction

This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with the laws of England and Wales.

You and EC Markets agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Nothing in this section prevents EC Markets from taking legal action in any other jurisdiction where necessary to enforce its rights or recover sums owed by you.

19. Entire Agreement and Severability

This Agreement, together with any applicable supplementary terms, policies, pricing schedules, and notices referred to in it, forms the entire agreement between you and EC Markets in relation to the relevant products and services.

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.