

# **BUSINESS TERMS AND CONDITIONS**

ROYAL CAPITAL LTD

## COMMERCIAL TERMS AND CONDITIONS

Royal Capital Limited (hereinafter the "Company") is an investment firm incorporated and registered under the regulations of the FSA Financial Services Authority with registration number 25642BC.

The Company is authorized to provide the services specified in these Business Terms and Conditions (hereinafter the "Agreement"). Royal Capital. is a trading name of Royal Capital Limited. The trading of financial instruments is regulated by the Law on Financial Brokerage and Advisory Services since 2002 and is implemented in the Law and is amended from time to time.

the domain name <https://www.royalcap-int.com/> (hereinafter, the "Main Website") is owned by the Company. The Company may also register and operate other websites primarily for marketing and promotional purposes in languages other than English or Spanish.

The Client accepts and understands that the official language of the Company is the English language. Any translated version of the Agreement and/or any other agreement or communication may be provided solely for convenience. In case of dispute, the English version will prevail. The Client should always refer to the legal documentation published on the main website for all information and disclosures about the Company and its activities.

## 1. Definitions of terms

<b>customer account</b>	<b>Means each and every trading account opened by the Client through the Company;</b>
<b>Bank account of the client</b>	Means an account held in the Client's name and/or the Company's name on the Client's behalf with a bank or other institution or any electronic payment provider or credit card processor;
<b>customer portal</b>	The portal on the main website through which the client can access the Client Account;
<b>Company</b>	Royal Capital Limited, international registered offices <ul style="list-style-type: none"><li>• St. Vincent and the Grenadines. Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont Kingstown St. Vincent and the Grenadines.</li><li>• 845 third avenue NY. 10022 NY</li><li>• Omirou, 64 Imperium Tower 3096, Limassol, Cyprus.</li></ul> <p>+ 1 (212) 461 4502, Email: <a href="mailto:customerservices@royalcap-int.com">customerservices@royalcap-int.com</a> , website: <a href="https://www.royalcap-int.com/">https://www.royalcap-int.com/</a> a limited property company.</p>
<b>Contract Specification</b>	Means the main contractual terms related to a financial instrument that include aspects such as size, price and margin requirements;
<b>Electronic systems</b>	Means any electronic trading service offered by the Company (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Client Portal through which a Client may submit information, including prices, orders, offers and executions for the purposes of trading with or through the company, including any hardware, software and/or communications links;
<b>Capital</b>	Means with respect to a Client's Account the sum of (i) the Balance; and (ii) unrealized gains or losses on open positions (after the deduction of any charges and the application of any margin when closing a position), which can be expressed as follows: balance +/- Open positions - Spread - Charges ;
<b>Financial Instruments</b>	Means the financial instruments described in paragraph 3.1 of this Agreement;
<b>FOREX</b>	Means transactions in the foreign exchange market;
<b>Free margin</b>	Means the amount of funds in the Client Account that can be used for trading; Free Margin = Equity - Margin
<b>FSASVG</b>	Means the Financial Services Authority, with international offices in Seychells, Japan, United Kingdom. <a href="https://svgfsa.com/">https://svgfsa.com/</a>

<b>general code</b>	Means the General Code of Conduct for Financial Service Providers and Authorized Representatives in terms of the Financial Advisory Services and Brokerage Law, Law 37 of 2002, as amended by Board Notice 43 of May 14, 2008;
<b>Margin</b>	Means the funds determined by the Company in its absolute discretion that a client must deposit with the company as collateral to secure the client's liability for any loss it may incur in respect of any Transaction and is required as a condition of entering into and/or maintain a Trade with an open position;
<b>NMS (Multilateral ease of trade)</b>	Means a multilateral system operated by an investment firm or a market operator, which brings together the buying and selling interests of financial instruments, or allows buyers and sellers of those financial instruments to meet, within the system and in accordance with its rules, so that a contract is concluded between them;
<b>Legal power</b>	Means the power to authorize a third party to act on behalf of the client in all business relationships with the Company;
<b>Regulated Market</b>	Means the multilateral system managed or operated by a market operator and that gathers or facilitates the gathering of multiple shares of purchase and/or sale of financial instruments of third parties -in the system and in accordance with its non-discretionary rules- in a way that results in a contract, regarding the financial instruments admitted to trading under its rules and/or systems, and that is authorized by a competent authority as such and functions regularly in accordance with the provisions of the Law;
<b>Regulation</b>	The Financial Advisory and Brokerage Services Act of 2002, the Financial Intelligence Center Act of 2001, the rule of any regulatory authority, the rules of any relevant exchange and all other laws, regulations and rules in force from time to time, relevant to the Financial Instruments and the performance of this Agreement;
<b>Retail Customer</b>	Means a client who is not a Professional Client or an Eligible Counterparty;
<b>Platform of business</b>	Means the trading platform established by the Company on which the client trades Financial Instruments;
<b>Transaction</b>	Means any type of transaction carried out by Royal Capital LTD in the client's account, including, but not limited to, purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

## 2. Scope and Application

2.1 This Agreement (and any amendments to this Agreement) supersedes any prior agreements between the Company and the Client on the same subject matter and is effective as between the Company and the Client.

2.2 This Agreement sets out the basis on which the Company agrees to provide Investment Services. depending on the service and Financial Instrument, the Company will be subject, among other things, as applicable, to the International Regulatory Law, applicable regulations and other codes of conduct and/or circulars applicable to the provision of relevant services issued by the FSA or other relevant regulatory authority.

2.3 This Agreement is provided to help the client make an informed decision about the company, its services and the risks of the Financial Instruments.

2.4 This Agreement should be read in its entirety to decide whether:

- a) buy, sell or hold any Financial Instrument; me
- b) to be provided with the services.

2.5 This Agreement governs all Investment services and/or ancillary services and, unless governed by any other agreement, any other services provided by the company.

## 3. Provision of Services

### 3.1 The Company will arrange for the execution of the Client's orders in relation to the Instruments below:

- a) Contracts for difference on spot currencies, spot precious metals or any other commodity available for trading, futures and stocks;
- b) Options contracts, futures, swaps, forward rates and any other derivative contracts related to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures that can be settled physically or in cash;
- c) Options, futures, swaps, forward exchange rate contracts and any other derivative contract related to raw materials that must be settled in cash at the option of one of the parties, except in the event of default or other termination event.

### 3.2 The Company will also make appropriate and reasonable arrangements to enable the Client to transact in the Financial Instruments mentioned in paragraph 3.1.

### 3.3 The Investment Services will involve Transactions in Financial Instruments not admitted to trading on Regulated Markets or MTFs. By accepting this Agreement, the Client acknowledges that the Client's orders may be executed by Royal Capital LTD outside of a Regulated Market or an MTF.

### 3.4 The Client acknowledges that the provision of any service by the Company does not constitute a guarantee as to the results in the provision of investment advice.

**3.5 The Investment Services that the Company will provide to the Client are:**

a) Execution of orders on behalf of Clients in relation to the following Financial Instruments:

(i) Contracts for differences on spot currencies, spot precious metals, futures, stocks or any other product available for trading

(ii) Options, futures, swaps, forward foreign exchange contracts and any other derivative contracts related to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures that can be settled physically or in cash .

(iii) Options, futures, swaps, forward rate agreements and any other derivative contracts related to commodities that must be settled in cash at the option of one of the parties, except by reason of default or other termination event.

**3.6 The Company will also provide the following ancillary services:**

a) Custody and administration of financial instruments on behalf of clients, including custody and related services, such as cash/collateral management.

b) Currency Exchange Services when these are related to the rendering of Investment services.

c) Investment research and financial analysis or other forms of general recommendation related to transactions in financial instruments.

**3.7 The services of section 3.5 will involve operations in Financial Instruments not admitted to**

Trading on Regulated Markets or MTFs. By accepting this agreement, the client acknowledges and accepts that he has given his prior and express consent for the execution of orders by the company outside a Regulated Market or an MTF.

**3.8 The Client acknowledges that the services in paragraph 3.5 do not constitute the provision of investment advice.**

#### 4 Hazard recognition

4.1 Contracts for differences, options, futures, swaps, forward rate contracts and many other derivatives (including most put options) are leveraged products and carry a high level of risk. It is possible for the client to lose all his invested capital. Therefore these products may not be suitable for everyone and the customer should ensure that they understand the risks involved. The client should seek independent advice if necessary.

4.2 The client fully acknowledges and accepts that, notwithstanding any information the company may provide, the value of any investment in financial instruments may fall as well as rise and there is a substantial risk that the investment may lose its value. In the case of financial instruments that are contracts for difference or other derivatives based on contracts, the entire amount of the margin deposit may be lost.

4.3 The Client acknowledges that the Company has not solicited or otherwise recommended its participation in trading with the Company pursuant to any particular trading system, and that the Client has made sufficient inquiries and investigations to make a trading decision. Informed investment.

4.4 The Client acknowledges and accepts without reservation that he bears a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and the Client accepts and declares that he is willing to assume this risk.

4.5 The Client acknowledges and agrees that the Company does not guarantee and will not provide any investment advice with 100% effectiveness. Where applicable, any general opinion expressed to the Client by the Company (whether orally or in writing) regarding the economic climate, markets, investment strategies or investments, trading suggestions, research or other similar information should not be considered as investment advice or recommendation by the Company and will not give rise to any advisory relationship. Each decision of the Client to enter into a Contract for Difference or any other trading product offered by the Company is an independent decision of the Client. The Company is not acting as an adviser or fiduciary to the Client and the Company specifically disclaims such duties.

4.6 The Client confirms that the funds deposited in the account held with the Company come from legitimate sources. The Client further acknowledges and confirms that he has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the account, and that the Client is trading on his own behalf, for his own account or in management by part of the signature.

4.7 Before deciding whether to trade, the Client should consider that (a) such products are complex and high risk and are likely to lose all invested capital, and (b) the values of cryptocurrencies can fluctuate widely and are extremely volatile and can result in significant losses in a short period of time.

4.8 The Client further understands that the market and prices for CFDs on Cryptocurrencies are derived from decentralized digital exchanges of an unregulated nature. accordingly, the price information provided by such exchanges may differ materially when compared to prices on regulated exchanges. As a result, the trading environment and the respective prices are very unpredictable compared to other financial instruments. The aforementioned exchanges may have different internal policies and rules that are not subject to any regulatory oversight, resulting in an uncertain trading environment that may have a material adverse effect on client capital.

4.9 Cryptocurrency CFD trading is not suitable for all investors and as such the Client should carefully consider whether Cryptocurrency CFD trading is appropriate for them.

4.10 The preceding paragraph does not constitute investment advice based on the client's personal circumstances, nor is it a recommendation to contract any of the services or invest in any financial instrument. Where the client is unclear about the meaning of any of the above disclosures or warnings, it is strongly recommended that the client seek independent legal or financial advice.

4.11 The client acknowledges and accepts that there may be risks other than those mentioned in this paragraph

4. The client also acknowledges and agrees that he has read and accepted the **"risk disclosure"**, which is available in the legal documentation section of the main website at <https://www.royalcapint.com/en/risk-disclosure>

## **5 Electronic Systems and Trading**

5.1 The company will provide, or arrange to provide the client, access codes to carry out transactions or dealings with the company. such access codes can be used to access electronic systems. any such dealings will be conducted on the basis set forth in this paragraph and on the basis of any additional agreements the company may enter into with the client to regulate such activity.

5.2 The client acknowledges and accepts that the company has the right to restrict any access to its electronic systems when it deems it appropriate, for the proper functioning of its electronic systems, as well as to protect its own interests and that of other clients. the client will only have the right to access the electronic systems and carry out transactions for their own internal business use on a non-exclusive and non-transferable basis.



5.3 All rights and interests and all intellectual property rights (including but not limited to all trademarks and trade names in or related to the company) are the property of the company or the company's suppliers and shall remain the property of the company or the company's suppliers at all times. the client will not have any right or interest in such intellectual property rights other than the right to access the electronic systems. Customer will not copy, license, sell, transfer, make available the Electronic Systems or the information on the Electronic Systems to any other person. Customer will not remove or alter any copyright or other proprietary or restrictive notices contained in the electronic systems.

5.4 The Client acknowledges that in the event of any delay and/or interruption or interruption in relation to the electronic systems or any electronic communication (including the internet, the trading platform or electricity), if the Client wishes to place an order, he must call to the royal capital ltd dealing desk at +1 (212) 461 4502 and place your verbal instruction. the customer acknowledges and agrees that the company has the right not to accept any verbal instructions in the event that the company personnel are not satisfied with the identity of the caller/customer or in the event that the caller/customer do not provide clear instructions to the company.

5.5 The client will take all necessary precautions to guarantee the confidentiality of all information, including, but not limited to, access codes to electronic systems, transaction activities, account balances, as well as all other information and all orders. the customer acknowledges that the company assumes no responsibility in the event that the access codes are used in an unauthorized manner by a third party, except when the unauthorized use is the result of the company's breach. the customer is strongly advised not to use any public computer to log in with their access codes. the client must always disconnect from the electronic systems. the client will ensure that no computer viruses are introduced, worms or similar items through the electronic systems in the company's computer systems and networks. Customer will be responsible for the proper installation and use of any virus detection software that Company may require. 5.6 the client undertakes to notify the company immediately if he becomes aware that the access codes to the client's electronic system are being used without authorization.

5.7 To the extent permitted by applicable regulations, the company will not be responsible for:

a) any loss, expense, cost or liability (including consequential loss) suffered or incurred by the client as a result of the instructions given, or any other communication made through the internet or other electronic means; the customer will be solely responsible for all orders and the accuracy of all information submitted through such electronic means; Y

b) any loss or damage that may be caused to any equipment or software due to viruses, defects or malfunctions in connection with the access or use of electronic systems.

5.8 The customer will be solely responsible for all orders and the accuracy of all information sent over the internet using access codes.

5.9 If the client uses a third party software application to provide trading signals or advice or other trading assistance (an "expert advisor") or uses metatrader hosting, a hosting environment that allows real-time access to the royal capital ltd account of the client, the company and its third-party providers or licensors do not offer guarantees or representations of any kind, either express or implied, for the service that is providing reliability and/or smooth and/or orderly operation of the electronic systems Royal Capital LTD has the right to suspend or cancel the client's account without the balance resulting from such activity.

## **6 Instructions and customer orders**

6.1 The Client understands and confirms that all Orders received by the Client Company for transmission for execution are Orders for execution within and outside of a Regulated Market or MTF.

6.2 The client can open and close a position through the trading platform or by placing orders with the company and can add or modify orders by placing "take profit", "stop loss", "stop limit" on any financial instrument.

6.3 Client orders are executed at the bid and ask prices offered by the company. the client places his instant execution request at the prices he sees on his client terminal and the execution process is started. Due to the high volatility of the market, as well as the internet connectivity between the client's terminal and the server, the prices requested by the client and the current market price may change during this process. in this case, the company has the right to reject the price requested by the client and offer a new quote to the client, which he can accept or reject.

6.4 The client has the right to use a power of attorney to authorize a third person (representative) to act on behalf of the client in all business relationships with the company, as defined in this agreement. The power of attorney must be delivered to the company accompanied by all the identification documents of the representative. if there is no expiration date, the power of attorney will be considered valid until terminated in writing by the customer.

6.5 The company will record telephone conversations, without prior notice (unless prior notice is required by applicable regulations), to ensure that the material terms of a transaction and/or order placed by the customer and/or any other material related information with a transaction are recorded correctly. such records shall be the property of the company and shall be accepted by the client as evidence of his orders or instructions. the company may use recordings and/or transcripts thereof for any purpose it deems appropriate. The copy of the records obtained under this clause may be available for a period of five (5) years in total as requested by the fsa.

6.6 The client acknowledges that the company has the right to refuse to accept orders from the client when they are unclear or during the following cases: opening a position, closing a position, modifying or deleting orders.

6.7 In addition, the client acknowledges that the company has the right to refuse to accept any transmission order or any other instruction of the client.

6.8 If any underlying asset of the financial instrument becomes subject to possible adjustments as a result of any of the events set out in sub-Clause 6.9 (referred to as a "corporate event"), the company will determine the appropriate adjustment, if any, to be made to the opening price. /close, size, value and/or amount of the corresponding transaction (and also the level or size of the corresponding orders). this action is carried out in order to (i) account for the effect of dilution or concentration necessary to preserve the economic equivalent of the rights and obligations of the parties by virtue of that transaction immediately prior to that corporate event, and/or (ii ) replicate the effect of the corporate event to someone with an interest in the relevant underlying security,

6.9 The events referred to in sub-clause 6.8 are any of the following, by declaration of the issuer of a security:

- a) A subdivision, consolidation or reclassification of shares, a repurchase or cancellation of shares, or a free distribution of free shares to existing shareholders, capitalization or split of shares or reverse split of shares or similar event;
- b) A distribution to existing holders of the underlying shares or additional shares, other capital stock or securities, granting the right to the payment of dividends and/or proceeds from the liquidation of the issuer equally proportional to such payments to the holders of the underlying shares. , securities or warrants that grant the right to receive or purchase shares for less than the current market price per share;
- c) Any other event related to the shares analogous to any of the previous events or that has a dilution or concentration effect on the market value of the shares;
- d) Any event analogous to any of the above events or that has a diluting or concentrating effect on the market value of any security that is not based on shares; or

e) any event that is caused by a merger offer made on the company of the underlying asset.

f) earnings announcements.

6.10 If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in an expected fall in value, the Company reserves the right to restrict short selling or even withdraw the specific Financial Instrument from the Trading Platform.

6.11 The determination of any adjustment or modification of the opening/closing price, size, value and/or amount of the transaction (and/or the level or size of any order) will be at the sole discretion of the company and will be conclusive and binding for the client. the company will inform the client of any adjustment or modification through its internal mail as soon as reasonably possible.

6.12 In case the client has open positions on the ex-dividend day for any of the underlying assets of the financial instrument, the company is entitled to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying financial instrument. at the first available price on the ex-dividend day. in this case, the company will inform the client through internal mail of said adjustment and the client's consent will not be required.

6.13 The Client acknowledges that orders will be executed at the bid and ask prices offered by the Company. Due to the high volatility of the market, as well as the Internet connectivity between the Client's terminal and the Company's server, the prices requested by the Client and the current market price may change in the period between when the Client makes his order and the Company executes the order upon receipt. The Client acknowledges that in the event of any communication or technical failure, as well as any incorrect reflection, in the quote feed (i.e. prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an order or, in cases where the order was executed, change the opening and/or closing price of a particular order or cancel said executed order.

6.14 Taking into account the levels of volatility that affect both price and volume, the Company constantly seeks to provide client orders with the best execution reasonably possible under prevailing market conditions. Client orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, at open gaps (openings of trading sessions), or at potential gaps where the underlying instrument has been suspended or restricted in a particular market, Stop orders Buy/Sell Loss and Stop Loss may not be filled at the requested/declared price, but at the next best available price. In that case, Take Profit orders below or above Buy Stop/Sell Stop orders or Stop Loss orders above or below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is considered abusive, because it points to a potential profit without risk or another strategy that the Company considers abusive. Respectively, placing a Stop Loss order will not necessarily limit the Client's losses to the intended amount. Provided that a client informs the Company in advance of trading accounts linked with the Company that will be used for a hedging strategy within those accounts (i.e. mirror accounts),

6.15 The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information (whether from the Client to the Company or from the Company to Royal Capital LTD, or vice versa) due to any cause beyond the control of the Company. reasonable control of the Company. Delays may be due to various reasons depending on current market conditions (eg high market volatility) as well as slow/weak Internet connection (eg between the Client's terminal and the server of the Company).

6.16 Taking into account the volume of the Client's order and current market conditions, Royal Capital LTD is entitled to proceed with partial execution.

6.17 Royal Capital LTD has the right, at its discretion, to increase or decrease the spreads of the Instruments depending on current market conditions as well as the size of the Client's order.

6.18 The swap rate mainly depends on the level of interest rates as well as the Company's fee for having an open position overnight. Royal Capital LTD has the discretion to change the level of the interchange rate on each Financial Instrument at any time and the Client acknowledges that it will be informed by the Main Website. The Client also acknowledges that it is his responsibility to review the contract specifications found on the main website to update the level of the interchange fee before placing any order with The Company. In addition, the Company reserves the right to modify the trading values of a specific Client in case of suspected trading abuse.

Royal Capital LTD reserves the right to disable and/or enable swap-free trading for the Client's trading account at any time. This may occur at times when the Client abuses the Company's trading conditions/systems or when the Client's trading strategy poses a threat to the Company's trading facilities or when the Company deems it necessary to protect the smooth running of its commercial facilities.

6.19 All orders are placed in batches. A lot is a unit that measures the amount of the Transaction and is different for each Financial Instrument. The minimum volume size for all financial instruments and accounts is 0.01 except for US and Stock CFDs which is 1 lot. The Client further acknowledges that it is his responsibility to review the Contract Specifications found on the Main Website to update the level of the interchange fee prior to placing any order with The Company.

6.20 The Client may at any time request the Company to change the leverage of his account. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any time, without the Client's consent, either permanently or for a limited period of time. Such event will be informed to the Client by the Company through its internal mail or by email. The Client acknowledges that every Friday and between 21:00 and 24:00 and occasionally before the release of important economic news, the Company maintains a maximum leverage of 1:100 on FX and Crypto and 4 times the standard Margin requirement. in all other non-FX instruments, namely Commodities, ETFs, Stocks, Indices, Futures for any new position opened during such specified period. You can find more information about leverage here:<https://www.royalcap-int.com/en/account-types>

6.21 By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" as uploaded on the Main Website, in which the Company may change the leverage of the Client's Account based on the amount of their deposit, as well as the exhibition. in a single instrument.

6.22 The Company bears no responsibility when the Client uses additional functionalities/plugins such as "Expert Advisor" or "Trailing Stop" as they depend on the Client's terminal. In the event that the Company suspects that a Client is using additional functionalities/plugins that affect the reliability and/or proper functioning and/or orderliness of the Trading Platform, Royal Capital LTD is entitled to activate any clause specifically under the clause 27.4, including sub-clause 27.4.

6.23 The Company shall have the right to start closing the Client's positions from the least profitable one, when the margin level is less than 40%. In the event that the margin level is equal to or less than 20%, the Client's positions are automatically closed, starting with the least profitable, at the market price. In case the Client has a zero fixed margin account, the Company shall have the right to start closing the Client's positions from the least profitable one, when the margin level is less than 100%. In the event that the margin level is equal to or less than 80%, the Client's positions are automatically closed, starting with the least profitable, at the market price.

6.24 The Client acknowledges that it is his responsibility to check the difference between the micro, standard and VIP accounts located on the Main Website before opening an account and/or placing any order with The Company.

6.25 The Company reserves the right to change the Client's Account type from VIP, standard or micro and vice versa based on the total deposits made to the Client's account, as well as based on the current balance of the Client's trading account. 6.26 In the event that a Client trades in a manner that aims to take advantage of price disparities resulting from rare/occasional price latencies in order to benefit from potential price arbitrage to the detriment of the Company, either by using of additional features/plugins (i.e. Expert Advisor, etc.) Scalping in seconds or milliseconds or by any other means, then the Company has the right to trigger any clause specifically under clause 25, including sub-clause 27.4.

## **7 Margin and Leverage Levels**

7.1 As a condition of entering into a Transaction, the Company requires the deposit of Margin in order to secure the Client's liability to the Company for any losses he may incur in respect of the Transaction. The "Leverage Level" is the ratio of the Margin to the market value of the open Transaction position it secures. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" as these are uploaded on the main website. The Client will need to click on the "Leverage Level" button. Where appropriate,

7.2 One margin lockout rule per account will apply for Retail Clients. This will standardize the margin percentage to 40% at which the Company is required to close one or more open positions of the Retail Client.

7.3 The Company should clarify that the above Leverage Limits and margin close-out rule (as specified in clause 8.2 and 8.3) apply only to Retail Clients.

7.4 Margin requirements or level of leverage may be established and changed without notice from time to time in the sole and absolute discretion of the Company to cover any realized or unrealized loss arising out of or in connection with Transactions, including variation of any Margin rate established at the time Trades are opened subject to any Leverage/ Margin restrictions imposed by Applicable Regulations. The Client may request to change the leverage of his account at any time by contacting the Company provided that the Client is eligible for a change and considering any leverage restrictions. The Client acknowledges that the Company has the discretion to change the leverage of the Client's trading account at any time,

7.5 The Client is obliged to maintain in his Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Company shall be entitled to treat any assets deposited with it by the Client from time to time (other than assets deposited solely for safekeeping) as collateral against the Client's Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

7.6 In the event that there is insufficient Margin in the Client Account or in the event that the Margin deposited is not sufficient to meet the required Margin rates, as determined by the Company, you may immediately close or terminate the Transaction and the Client's Account without prior notice. Notwithstanding the generality of the foregoing, the Company shall have the right, but shall not be obliged, to start closing the Client's positions from the least profitable, when the Margin is less than 40% of the required Margin or Leverage Level. . In the event that the Margin is equal to or less than 20% of the required Margin or Leverage Level, the Client's positions will be automatically closed, starting with the least profitable, at the market price.

7.7 The Client acknowledges that it is his responsibility to monitor the Margin on his Account and to check the difference between VIP, Standard and Micro Accounts located on the Main Website before opening an account and/or placing any order with the Company.

7.8 The Company reserves the right to change the Client's Account type from VIP, standard or micro and vice versa based on the total margin deposits made to the Client's account as well as based on the current balance of the Client's trading account. Client.

## **8 Market abuse**

The Client will not use the Electronic Systems for orders or Transactions for or in connection with any activity that may constitute a fraudulent or illegal purpose or Market Abuse or any other use of the Electronic Systems in contravention of the Applicable Regulations. For the purposes of this Agreement, "Market Abuse" means behavior in relation to investments that involves insider trading, market manipulation or market distortion in breach of Applicable Regulations, Scalping, Arbitration among others.

## **9 Refusal to Transmit Orders to the Company**

9.1 The Company has the right to refuse to transmit an execution order without prior notice and/or explanation to the Client. Among the cases in which the Company has the right to do so are the following (this list is not exhaustive):

- a) If the Client does not have the required funds deposited in the Client Account;
- b) If the execution of the order would violate the proper functioning or reliability of the Trading Platform;
- c) If the purpose of the order is to manipulate the market of the specific Financial Instrument;
- d) If the order is the result of the use of privileged confidential information (privileged information);



e) If the purpose of the order is to legalize the product of illicit acts or activities (money laundering).

9.2 It is understood that any refusal by the Company to transmit an order to the Company for execution shall not affect any obligation the Client may have towards the Company or any rights the Company may have against the Client or his assets.

9.3 The Client acknowledges that the Company has the right to refuse to execute any particular order. The Company shall not be liable to the Client where the Company refuses to execute an order that the Company has received from the Client and transmitted to the Company for execution.

## **10 Settlement of Transactions**

10.1 The Company will proceed to the settlement of all Transactions at the time of the execution of said Transactions. Unless otherwise agreed, the settlement of Transactions will be carried out in accordance with the usual practice of the Financial Instrument or market in question.

10.2 The Company will provide a statement of account to the Client on a monthly basis, if the Client so requires, within five (5) business days from the end of the previous month. In the event that no Transactions have been concluded in the last month, no account statement will be provided. An account statement or any certification or confirmation issued by the Company in connection with any Transaction or other matter shall be final and binding on the Client, unless the Client objects in writing within four

(4) business days from receipt of said account statement, certification or confirmation. 10.3 The Client may also obtain a statement of their accounts, as well as confirmation of any Transaction, through the Trading Platform. Any objection or query that the Client has in relation to an executed Transaction will be investigated by the Company only if written notice is received by the Company within four (4) business days after the date of such Transaction.

## **11 Company Order Execution Policy**

11.1 The Company is required to have an Order Execution Policy ("the Policy") and take all necessary steps to obtain the best possible results for its clients ("best execution"), whether executing client orders or when receiving and transmitting orders for execution in relation to financial instruments. The Policy establishes an overview of how the Company will obtain the best possible result when executing Clients' orders taking into account the criteria and factors established in the Policy, the evaluation process prior to the selection of an execution venue and the follow-up on an ongoing basis from the financial institutions used as providers of liquidity/hedging price. The best possible result will be determined in terms of the total consideration, represented by the price of the contract and the cost related to the execution as main factors. The other running speed factors

11.2 The Client acknowledges and accepts that he has read and understood the Order Execution Policy, which is available in the Legal Documentation section of the Main Website. In particular, the client acknowledges that all transactions carried out in any financial instrument in with the Company are executed outside of a regulated market or a multilateral trading facility (MTF) and the client is exposed to a higher risk of a potential counterparty default. (i.e. the Company).

## **12 Customer account**

12.1 The Client shall open a Client Account with The Company to conclude any Transaction. This Agreement shall be deemed effective upon the first funding of the Client's Account, provided that the Company has sent the Client written confirmation of its acceptance.

12.2 The Client does not intend to use the Client Account for payments to third parties.

12.3 If the Client has opened more than one Client Account, the Company is authorized to consider and treat these different Client Accounts as a single unit. Among other rights that the Company has in the way of managing these Client Accounts is that of transferring funds between Client Accounts to cover possible negative balances, without affecting in any way the other rights of the Company.

12.4 The Company will convert any funds received in a currency for which the Client does not have a Client Account into the base currency of the Client. The conversion will be made at the exchange rate prevailing on the day and at the time the corresponding funds are available to the Company.

## **13 Protection of client funds**

13.1 The authorization given by the FSA, allows the Company to hold money from the Client and the Client must send funds to the Company.

13.2 In holding Client funds, the Company will take all possible steps to safeguard the funds against the use of Client funds for its own account and will hold Client funds in a segregated client bank account.

13.3 Any money received by the company in respect of a client's segregated account with the company will be treated as "client money" in accordance with the law, separately agree with us to transfer full ownership of the money to the company for the purpose of insuring or otherwise covering present or future, actual or contingent or prospective obligations, such as margin, in which circumstances such money will not be considered client money. The Company does not use title transfer guarantee agreements with retail customers.

13.4 By entering into this Agreement, the Client agrees that the Company will not pay the Client interest on the Client's money or any other unencumbered funds.

13.5 In holding Client Money, the Company takes appropriate measures to safeguard Clients' rights and prevent the use of Client Money for its own account. For this purpose, the Company ensures that any Client money is promptly placed in one or more accounts, referred to as segregated 'client' accounts which are separate from the Company's own accounts and opened with any of the following: (a) a credit institution within the United States, Costa Rica or Cyprus; (b) an authorized and/or licensed bank in a third country and (c) a payment provider that has been evaluated based on specific criteria imposed by the Company and/or approved by the Company's Management.

13.6 Prior to the establishment of a business relationship with a person holding client money as stated in s.16.5, the company will exercise all due skill, care and diligence in accordance with applicable laws and regulations, taking into account various parameters including, but not limited to, jurisdiction, individual's market experience and reputation, financial ratios, and legal or regulatory requirements. the company establishes a relationship with a person who has been evaluated and approved by the company's management.

13.7 Notwithstanding clause 16.6, the Client also understands and agrees that the Company may hold Client Money with a payment provider or third party that does not treat such Client Money in accordance with the above Client Money Rules.

13.8 Unless the Client notifies the Company in writing or otherwise, the Company may transfer the Client's money or allow another person, such as an exchange, liquidity-providing clearinghouse or broker-dealer, to hold or control the customer's money where the company transfers the customer's money. (a) for the purposes of a transaction for the customer through or with that person; or (b) to meet the client's obligations to provide collateral for a transaction (for example, a margin requirement for a derivatives transaction). By accepting this agreement, the client gives his consent and authorizes the company, when applicable, to transfer/maintain his funds inside or outside the country in one or more segregated bank accounts of the client.

13.9 The third party to whom the Company will pass the money may hold it in an omnibus or liquidity provider account and it may not be possible to separate it from the Client's money, or the third party's money, in which case the Client will have no rights against an account. specific. sum in a specific account in case of insolvency. The Company accepts no liability for any resulting losses. In general, accounts held with institutions, including omnibus accounts or with liquidity providers, face various risks, including the potential risk of being treated as one (1) account in the event of an institution default.

13.10 The Client agrees that, in the event that there is no movement in the Client's Account Balance for a period of at least three years (notwithstanding payments or receipts of charges, interest or similar items) and the Company may not track the customer, despite having taken reasonable steps to do so, the company may release any balance of customer money held for or on behalf of the customer, from the customer's account.

13.11 Any client account that has been inactive for 90 (ninety) days, including funds or trading, and has an account balance of up to 1 cent (any currency) will be archived and the company will be entitled to deduct this remaining balance from money the client's.

## 14. Transfer of funds

14.1 The client must clearly specify his name and all the information required, in accordance with international regulations related to the fight against money laundering and the financing of terrorism, in the payment document. It is the company's policy not to accept payments from third parties to be credited to the customer's account, except with prior consent or permission issued by the company.

14.2 Any amounts transferred by the Client to the Client's Bank Account will be deposited into the Client's Account on the "Value Date" of payment received and net of any deductions/charges by suppliers from the Client's Bank Account.

14.3 The company has the right to refuse transferred funds from a client in any of the following cases (this list is not exhaustive):

- a) If the funds are transferred by a third party, without prior notice or permission.
- b) that the person who transferred the funds was not a duly authorized person;
- c) If the transfer violates the legislation or Applicable Regulations.

14.4 In any of the above cases, the company will return the received funds to the sender by the same method in which they were received and the client will suffer the corresponding charges from the provider of the client's bank account.

14.5 The Client is entitled to withdraw funds, which are not used to cover the margin, free of any obligation (ie free margin) from the Client's account without closing said account.

14.6 Unless the parties agree otherwise, in writing, any amounts payable by the company to the client will be transferred directly to the client's personal account. Funds transfer requests are processed by the company within the time period specified on the main website and the time required to credit the client's personal account will depend on the provider of the client's bank account, as well as the provider of liquidity.

14.7 Client withdrawals must be made using the same method used by the client to deposit funds into their client account and to the same sender. The company reserves the right to refuse a withdrawal with a specific payment method and will suggest another payment method when the client needs to proceed with a new withdrawal request, or request additional documentation while processing the withdrawal request. Where applicable, the company reserves the right to send client funds only in the currency in which these funds were deposited. When applicable, if the company is not satisfied with the documentation provided by the client,

14.8 Client funds transfer requests will be made from the client portal. The company will make every effort to notify the customer prior to any request for transfer of funds, all charges, fees and costs of such transfer of funds.

14.9 The Client acknowledges that in the event that a Client's bank account is frozen for a certain period and for whatever reason, the Company will not be liable and the Client's funds will also be frozen. In addition, the customer acknowledges that he has read and understood the additional information provided in each payment method available on the customer portal.

14.10 By accepting this agreement, the client gives his consent and authorizes the company, where appropriate, the client's funds will be placed in a bank account managed by the company. the client also consents that their funds, if any, may be deposited in an omnibus account linked to the liquidity provider.

## **15. Company fees**

15.1 For any services provided to the client as presented under this agreement, the company is entitled to receive fees from the client, as well as compensation for the expenses that it will incur for the obligations that it will assume during the execution of said services. from time to time, the company reserves the right to modify the size, amounts and percentage rates of its fees and the client will be informed accordingly.

15.2 The client accepts that the company has the right to change its rates unilaterally without any prior consultation or consent of the client.

15.3 The client will pay the company any amount owed, when due, in freely transferable funds, cleared and available on the same day, in the currency and in the accounts to be specified and without making any compensation, counterclaim, deduction or withholding, unless the customer is required to do so by law.

15.4 The company may deduct its charges from any funds it holds on behalf of the client. for this purpose, the company will have the right to combine or make transfers between any of the client's accounts. the company has the right to close any open position of the client in order to settle any obligation the client has with the company.

15.5 Royal Capital LTD will charge interest to the client on any amounts due, which are not paid, at a rate that the company reasonably determines to be representative of the cost of financing such amounts in arrears. interest will accrue daily. moreover, in the event that the client does not make the required deposit within the established period, the company may also proceed with the sale of financial instruments from his trading account(s) without prior notice, unless the company and the customer agree otherwise. the company will then notify the client of the sale made orally, by email or by sending a relevant notification through our trading platform.

15.6 The company may deduct or withhold any type of tax from any payment if it is required to do so in accordance with the applicable regulations. if Customer is required by law to make a deduction or withholding in respect of any payment, Customer agrees to pay such amount to the Company and this will result in the Company receiving an amount equal to the full amount it would have received if it had not been no deduction or withholding required. the company may debit amounts due from any of the customer's accounts.

15.7 The company is not responsible for paying the tax obligations of the client in relation to possible income tax or similar taxes imposed by its jurisdiction on profits and/or for the trading of financial instruments.

15.8 The client further acknowledges and agrees that in cases where deposits and withdrawals are made to the client's account without any trading activity, the company reserves the right to charge an administration fee of 3% of the deposited funds to cover any transaction fees/costs incurred. by the company.

15.9 An indicative summary of the cost components and charges arising from trading financial instruments, i.e. CFDs offered by the Company, can be found in the Key Information Document uploaded to the legal documentation section on the main website.

15.10 By accepting this agreement, the client has read, understood and accepted the "contract specifications" as uploaded on the main website in which all related commissions, costs and financing expenses are explained. the company reserves the right to modify all commissions, costs and financing fees at its discretion and the new information will be available on the main website. it is the customer's responsibility to visit the main website and review the contract specifications during the time that he is dealing with the company, as well as before placing any orders with the company.

15.11 the client acknowledges and agrees that in the event of no activity, including financing or trading, within one year, the company reserves the right to charge an annual fixed administrative fee of 50 usd (or currency equivalent), subject to the client having sufficient available funds. In the event that the account balance is less than USD 50 (or its currency equivalent), the company will debit the remaining balance and file the client's account.

## **16. Company fees and other costs**

16.1 The Company will not charge the Client for any services provided to the Client under this Agreement, but the Company is entitled to receive fees from the Company, as well as compensation from the Company for the expenses it incurs for the obligations it undertakes during the execution of said services.

16.2 The Client acknowledges that the fees and compensation payable to the Company under this paragraph 16 will enhance the quality of the services that the Company provides to the Client.

16.3 The client accepts that the rates of the company can be changed unilaterally without any prior consultation or consent of the client.

16.4 The client acknowledges that it may incur other costs or taxes related to the investment services, and that these costs or taxes cannot be paid through or imposed by the company.

## **17. Incentives**

17.1 The company, in addition to fees and charges paid or provided by the client or any other person on behalf of the client, as set out in paragraph 17 of this agreement, may pay and/or receive fees/commissions to/from third parties, provided that these benefits are designed to improve the quality of the service offered to the client and do not prejudice the fulfillment of the duty of the company to act in the best interest of the client. such payment arrangements may result from the execution of an agreement between others, the company and its liquidity or platform service providers, which are necessary for the company to provide the services.

17.2 Where applicable, any fees/commissions received by the Company are justified by the provision of an additional or higher level service to the Client proportional to the level of such fees or commissions.

17.3 In addition, the company does not receive or pay any incentives for the provision of investment research by third parties in the provision of the services to clients.

## **18. Introduction of Third Party Clients**

18.1 The Client may have been referred by a third party, such as an Introducing Broker or an Affiliate, to the extent permitted by applicable law. Based on a written agreement with the Company, the Company will pay a fee or commission to the Introducing Broker for the referral as a matter of improving the quality of service offered to the Client. the client acknowledges and agrees that the company will not be responsible for any type of agreement that may exist between the client and the third party or for any additional costs in connection therewith that may arise as a result of this agreement.

18.2 The Client acknowledges and agrees that the Introducing Broker is not a representative of the Company and is not authorized to make any guarantees or promises regarding the Company or its services and any personal advice or recommendation provided by a third party to the Client. with respect to your client account or transactions is not given on behalf of the company and the company neither accepts nor assumes any responsibility for such advice or recommendations.

18.3 Third parties are expressly prohibited from providing investment advice to Clients.

## **19. Interest**

19.1 Funds credited to the Client's Account by the Company will not bear interest.

19.2 By accepting this agreement, the client gives his express consent and waives any of his rights to receive any accrued interest on his funds held in the company's bank accounts and consents that the company will benefit from such accrued interest to cover the expenses general/registration. / charges / commissions and interests related to the administration and maintenance of bank accounts.

## **20. Force majeure**

20.1 The Company shall not be liable to the Client for failure to perform any obligation or performance of any duty due under this Agreement if the failure is due to a cause beyond its control, including but not limited to:

- a) act of God, war, fire, flood, earthquake or other natural disaster;
- b) terrorist attack, civil war, threat or preparation of war, imposition of sanctions, explosions;
  
- c) Postal or other strikes or labor actions or similar disputes;
- d) any law or any action taken by a government or public authority;
- e) any failure or interruption of the energy supply or failure of the public service or of the transmission or communication or computing facilities;
- f) hacker attacks or other illegal actions against the Trading Platform

Company electronics or Company equipment;

- g) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the company relates its listings, or the imposition of special or unusual limits or conditions on trading in said market or in said event
- h) failure to perform its obligations by any relevant exchange, clearing house, liquidity provider and/or broker for any reason;

20.2 In the event of such an event occurring and the Company reasonably believing that force majeure exists, the Company may, without prior notice to the Client, at any time and without limitation, take any of the following actions:

- I. increase margin requirements;
  
- ii. determine at its discretion the quotes and spreads that are executable through the Trading platform;
  
- iii. decrease leverage;
  
- IV. close any or all open client positions at prices the company deems appropriate in good faith;
  
- v. suspend, freeze or modify any or all of the terms of this agreement to the extent that force majeure makes it impossible or impracticable for the company to comply with them;
  
- saw. suspend the provision of any or all of the services of this agreement;
  
- vii. take or omit any other action that the company deems reasonable with respect to the position of the company, the client and all other clients of the company;



## **21. Customer complaint**

21.1 If the client has any reason for complaint in relation to any aspect of the services provided by the company, the complaint should be directed to the compliance officer using the "complaint management form", which is available in the legal documentation section of the main website in <https://www.royalcap-int.com/en/legal-documentation>

## **22. Conflicts of interest**

22.1 In accordance with the applicable regulations, the company must have arrangements to manage conflicts of interest between the company and its clients and between the clients themselves. the company will maintain and operate effective agreements with a view to taking all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided, the company will disclose to the client the nature and origin of the conflict. the company will, at all times, ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

22.2 The Client acknowledges and accepts that he has read and accepted the "Conflicts of Interest" document, which is available in the Legal Documentation section of the Main Website at <https://www.royalcap-int.com/en/legal-documentation>

## **23 opportunity**

23.1 When providing the services, the company must, prior to any provision of services, request the client to provide information on the client's knowledge and experience in the field of investment relevant to the services offered by the company in order to assess whether the service or investment product is appropriate for the client. In accordance with the law, the company will collect through a "suitability test" information related to the client or potential client, such as the types of service, transaction and financial instrument with which the client is familiar, the nature, volume and frequency of the client's transactions in financial instruments and the period during which they have been carried out, as well as the level of education and relevant profession or previous profession of the client. The company will also collect information on the client's financial situation and ability to bear losses, as well as the client's risk tolerance and product risk profile compatibility. If the client's knowledge and experience are not adequate for the services offered or demanded by the company, the client will be warned about the risks involved in said investment.

23.2 The client is responsible for keeping the company informed of any changes in the client's profile with respect to the information collected.

## **24 Provisions against money laundering**

24.1 The company is obliged to follow certain requirements established by law, as well as local authorities, to prevent and suppress money laundering activities, which requires investment firms to obtain certain verification documents from clients prior to establishment. of a business relationship and/or during the business relationship.

24.2 The Company may also request the Client to inform the Company of the invested funds that were obtained/accumulated. this process may require proof of certain documentation.

24.3 The company has the right not to execute the orders or instructions received from the client, and the company has the right not to execute the orders or carry out the instructions received, provided that the client has not provided information requested by the company. the company is not responsible for possible delays in which the client's verification documents are pending.

24.4 The Client declares and guarantees that the funds invested in the Company are not the product of a crime with the aim of hiding or disguising the illicit origin of the funds or of helping any person involved in the commission of the crime of money laundering or terrorism . financing.

## **25. Communication between the Client and the Company**

26.1 Unless otherwise specified and with the exception of orders placed under clauses 5 or 6 above, the client must send any notice, instruction, request or other communication in writing to the email address of the firm or, any other channel that has been provided in terms of communication.

26.2 The Company may provide information to the Client in paper format or by email to the Client's email address provided during registration.

26.3 All notices/information provided by the company or received from the client must be in the English language.

## **26. Provision of Information, Data Protection**

26.1 The Client shall immediately provide the Company with any information that either of them may request as evidence of the matters referred to in this Agreement or to comply with applicable regulations or otherwise, and notify the Company if there is any material change in such information.

26.2 The company will at all times treat personal data in accordance with personal data protection law under international data protection law.

26.3 The company has or will have personal data related to the client in relation to the products and services offered to him. the personal data provided or obtained by the company will be used for the purpose of providing the customer with the products and services that he has requested. the company has the right, without informing the client, to inform third parties or authorities regarding the client's personal information, transactions or any other information it deems necessary in the event that the client is directly or indirectly involved in fraud .

26.4 The Client acknowledges and accepts that they have read and accepted the "Privacy Policy", which is available in the Legal Documentation section of the Main Website at <https://www.royalcapint.com/en/legal-documentation>

## 27. Termination

27.1 The Company or the Client may terminate this Agreement by written notice with five (5) business days to other parties (as applicable). during the notice of termination, the client is obliged to close all open positions. in the event that the client has open positions during the termination period, the company reserves the right to close all open positions of the client.

27.2 Upon termination of this Agreement, the Company shall have the right, without prior notice to the Client, to suspend the Client's access to the Trading Platform.

27.3 The Company may terminate this Agreement immediately without giving five (5) business days written notice in the following cases:

- a) Death of the Client;
- b) Bankruptcy or liquidation measures of the Client are taken;
- c) such termination is required by any competent regulatory authority or body;
- d) The client violates any provision of this agreement or any other agreement and, in the opinion of the company, this agreement cannot be implemented;

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

- a) The client involves the company directly or indirectly in any type of fraud, in which he puts at risk the interests of the company and/or the company's clients and/or other clients before terminating this agreement.
- b) The company has reason to believe that the client's trading activity affects in any way the reliability and/or the proper functioning and/or orderliness of the trading platform.

27.5 The termination of this agreement will not affect in any case, the rights from which they have arisen, the existing commitments or any contractual commitment that was intended to remain in force after the termination and, in the event of termination, the client will pay for:

- a) Any outstanding fees/commissions from the company and any other amounts payable to the company;
- b) Any additional charges and expenses incurred or to be incurred by the company as a result of the termination of this agreement;
- c) The damages that have occurred during the formalization or liquidation of pending obligations.

27.6 The company is entitled to subtract all previous outstanding obligations from the client's account.

27.7 Upon termination of the Agreement, the Company shall immediately deliver to the Client the Client's assets (i.e. Funds) in its possession, provided that the Company is entitled to retain such Client's assets as necessary, to pay any outstanding obligations. the client's.

## **28. Customer's right to cancel**

Customer may cancel this agreement within 6 months from the date of this agreement by giving written notice to the company at [customerservices@royalcap-int.com](mailto:customerservices@royalcap-int.com) the company will confirm the customer's cancellation in writing.

## **29. General provisions**

29.1 Customer shall not assign, charge or otherwise transfer or attempt to assign, charge or otherwise transfer its rights or obligations under this Agreement or any interest in this Agreement, without the prior written consent of Company, otherwise Otherwise, any alleged assignment, charge or transfer in violation of this paragraph will be null.

29.2 If the client is a company, or is made up of more than one person, its responsibility under this agreement will be joint and several. in the event of the death, bankruptcy, liquidation or dissolution of one or more such persons, then (but notwithstanding the foregoing or the rights of the company with respect to such person and his successors) the obligations and rights of all other persons under this agreement will continue in full force and effect.

29.3 Without prejudice to any other rights to which the company may be entitled, the company may, at any time and without prior notice to the client, set off any amount (whether actual or contingent, present or future) at any time, due between the client and company. the company can offset any amount it holds using any account the client maintains with the company.

29.4 If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be affected or impaired.

29.5 The Company's records, unless proven to be incorrect, shall constitute proof of the Client's transactions with the Company in relation to the services provided. The Client will not rely on the Company to meet the Client's recordkeeping obligations, although records may be made available to the Client upon request at the Company's discretion. for the avoidance of doubt, the copy of the obtained records may be available for a period of 5 years as required by the FSA and 7 years in total, including the period of 2 years when requested by the FSA.

29.6 This agreement and all transactions are subject to applicable regulations so that: (i) if there is any conflict between this agreement and any applicable regulation, the latter will prevail; (ii) nothing in this agreement will exclude or restrict any obligation that the company has towards the client under the applicable regulations; (iii) the company may take or omit any action it deems necessary to ensure compliance with any applicable regulations and anything the company does or fails to do to comply with them will be binding on the customer;

29.7 This Agreement may be modified from time to time and the Company will notify the Client of the corresponding modification or updated Agreement, either in writing or through the main website. Any changes to this agreement will not apply to transactions made prior to the effective date of the changes, unless specifically agreed otherwise. If Customer does not agree to the changes, Customer may terminate this Agreement in accordance with paragraph 27 hereof.

### **30. Representations, Warranties and Agreements:**

30.1 On a continuing basis, a Client represents, warrants, agrees and undertakes to the Company, both with respect to himself and any other person for whom the Client acts as an agent, that:

- a) The client is authorized and has the capacity to enter into this agreement and any transaction that may arise under it;
- b) The client is over 18 years of age, at the time of opening the client's account and each time he places an order with the company.
- c) The client knows the laws and regulations of trading under the regulatory entities of Royal Capital LTD, regarding the authorization to enter into this agreement and the information provided in the account opening form (registration process), as well as in any other documentation is true and accurate.
- d) The client has read and fully understood all the content of this agreement with which he accepts and agrees in its entirety;
- e) The client acknowledges that the company will not be obliged to inform the client about any development or change in laws, directives, regulations, information and policies of any competent authority;
- f) The Client accepts direct advertising through cold calls by phone, or personal representation or by email or any other electronic means used by the Company;
- g) There are no restrictions, conditions or restrictions by central banks or any government, regulatory or supervisory body, regulating the activities of the client, which may prevent or otherwise inhibit the client from entering into or acting in accordance with this agreement and/or under any transaction. that can arise under them;
- h) The performance of the client under any transaction in accordance with this agreement does not violate any agreement and/or contract with third parties;

- i) This agreement, each transaction and the obligations created under it are binding on the client and enforceable against the client in accordance with its terms and do not violate the terms of any applicable regulation;
- j) There are no legal proceedings pending or, to the best of the client's knowledge and belief, before any court, arbitral tribunal, government body, agency or official or any arbitrator that purports to cast doubt on, or that may affect, the legality, validity or enforceability against him of this agreement and any transaction that may arise under it or the client's ability to perform its obligations under this agreement and/or under any transaction that may arise under them in any respect material;
- k) The client will not enter into any transaction unless he fully understands all the terms, conditions and risks of the same, and is able to understand and is willing to accept (financially and otherwise) those risks;
- l) The client will not provide the company with any information that is misleading and all information that the client provides to the company will be true and accurate in all material respects. The client must inform the company if his position changes and the information provided to the company becomes misleading or does not materially represent his capacity and ability to do business with the company;
- m) By entering into this agreement, the customer acknowledges and understands that, by participating in the company's promotions, it will be subject to the terms and conditions of said promotions applicable at that time in the country of residence of the customer;
- n) No event of non-compliance has occurred or continues.

### 31. Record Keeping and Call Recording

31.1 In accordance with the applicable regulations, the company must keep the documents or data, whether in printed or electronic form, including the documents agreed between the company and the client that establish the rights and obligations of the parties and the other terms in the that the company provide services to the customer. The company will be able to retrieve the relevant documents/data without undue delay and present them at any time to the competent authorities if requested. In addition, the company will ensure that records are kept of all services provided and transactions carried out by it.

31.2 In addition, the company will record all telephone conversations and electronic communications with clients for the provision of its services (i.e. the provision of receiving, transmitting and executing client orders, as well as trading on own account), as well as other conversations with customers regardless of whether or not those orders resulted in a transaction.

33.3 The documents will be kept for a period of at least five (5) years, including the right of the competent authority to request data, which is computed after the conclusion of the transactions or termination of the commercial relationship.

## **32. Company liability**

32.1 The Company shall not be liable for any loss, liability or cost suffered or incurred by the Client as a result of the provision of the Investment Services or Ancillary Services as described in this Agreement, unless the loss, liability or cost are caused by the company. Gross negligence, willful misconduct or willful misconduct in acting in accordance with the customer's instructions.

32.2 The company will not be responsible for any loss, liability or cost that the client may suffer or incur as a result of the negligence, willful default or fraud of any third party (for example, bank, electronic payment provider, etc. ninai) that reasonable care was taken in the appointment.

32.3 Neither the company nor the directors, officers, employees, agents or representatives of the company shall be liable to the client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost that the customer may suffer or incur as a result of the company's act of omission under this agreement, regardless of how such loss, liability or cost was caused and whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as applicable) arising from the client being unable to sell financial instruments when the price is falling, or from being unable to buy financial instruments when the price is falling. price is going up,

32.4 Nothing in this agreement excludes or limits the company's liability if such exclusion or limitation is prohibited by any applicable regulation.

33. Applicable Language This agreement, as well as any additional agreements hereto (both present and future) are made in English. any other language translations are provided for your convenience only. in the event of any inconsistency or discrepancy between the original English texts and their translation into any other language, as the case may be, the original English versions shall prevail.

### **34. Applicable law and jurisdiction**

This agreement and all transactional relationships between the client and the company are governed by the law of the entities that regulate royal capital ltd in their corresponding jurisdictions and the competent court for the resolution of any dispute that may arise between them under or in connection with this agreement.

The Client accepts the terms and conditions of this Agreement. In particular, the Client:

- a) agree that you have read and understood the "Order Execution Policy";
- b) you consent to your orders being executed outside of a Regulated Market or MTF;
- c) You accept that you have read and understood the "Conflict of Interest Policy"
- d) accept that you have read and understood the "Privacy Policy" and
- e) agree that you have read and understood the "Risk Disclosure" document.



## International Offices

Latin America VMG Business Center  
Leon Cortez Street Escazu, Costa Rica  
Phone: +506 2505 5488  
Fax: +506 2215 1674



Offices. St. Vincent and the Grenadines.  
Suite 305, Griffith Corporate Centre, PO Box 1510, Beachmont Kingstown St. Vincent and the  
Grenadines.



Offices. New York  
845 third avenue New York NY 10022  
+ 1 (212) 461 4502



Omirou, 64 Imperium Tower 3096, Limassol, Cyprus

website: <https://www.royalcap-int.com/en>

