EPIDI – EUROPE

Client Terms and Conditions

October 2026

Thank you for opening an EPIDI account. These Terms and Conditions were last updated and published in October 2026 and set out the different services which we may provide you. We recommend that you print a copy for your records.

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PART 1 – RELATIONSHIP AND GENERAL INFORMATION ABOUT US

1. About Us

1.1 The Agreement is entered by and between EPIDI EU Ltd ("Company," or "we" or "us") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client ("Client" or "you" or "your") on the other part.

1.2 The Company is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment Firm (CIF) to offer certain Investment and Ancillary Services and Activities under the Provisions of the Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended or replaced from time to time ("the Law"), with CIF license number 461/25, which was granted on 20 October 2025. The Company is registered in Cyprus under the Companies Law, with registration number HE 438476, and its registered office and principal place of business is: Alkminis 7, 8041, Paphos, Cyprus.

1.3 These Terms and Conditions, together with the Schedules, any express consents provided by you from time to time, and any documents referred to herein, including the General Risk Disclosure, Conflicts of Interest Policy, Best Execution and Order Handling Policy, and Privacy Notice (collectively, the "Agreement"), as amended from time to time, constitute the agreement between you and EPIDI EU Ltd ("Epidi", "we", "us", "our"), set out the terms upon which the Company will offer Services to the Client and shall govern the relationship between the Parties.

1.4 The Client should read all the above mentioned documents which form the Terms and Conditions, and any other letters or notices sent by the Company carefully as well as the various documents found on the Website such as "Client Categorisation Policy," "Investor Compensation Fund Notice," "Complaints Procedure for Clients," "Company Information," "Privacy Policy" and make sure that he understands and agrees with all of them before accepting the Agreement.

1.5 The Company may provide the above documents in languages other than English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.

1.6 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). You accept the terms and conditions in the Client Agreements when you complete and submit the Account Opening Application Form.

1.7 By accessing or using our services (the 'Services'), as described in this Agreement, you confirm that you have read, understood, and agree to be bound by the Agreement.

1.8 We may update the Agreement from time to time, and your continued use of the Services constitutes acceptance of any such updates. We will notify Clients of material amendments in accordance with Applicable Law and provide reasonable notice before such amendments take effect unless an immediate change is required by law or regulatory obligation. If you have any questions, you should contact us before using the Services.

1.9 When we refer to "you" and "your" we mean the Client of the Company who is a licensed user of the Trading Platform or any visitor to our website www.epidi.com/eu who is not a Client of the Company. If you decide to download our Software to use the trading demonstration then the terms and conditions within this document (to the extent applicable) apply to you and by downloading the Software you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client and we shall have not obligations towards you.

For any questions or notices, you may contact the Company at:

Address: Alkminis 7 Paphos, 8041, Cyprus
Phone number: +357 26 010 574
Email: compliance@epidi.com

1.10 By accepting the current Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through the Company's website https://epidi.com/eu/ (hereinafter, the "Website").

1.11 You are responsible for reviewing the current version of the Terms and Conditions available on our website.

1.12 If you are a consumer (and not a corporate Client) and we do not meet face to face to conclude this Agreement, but instead our communication is done through a website, as over the telephone, or by written correspondence (including e-mail), then the Distance Marketing of Financial Services Law N. 242(I)/2004 (implementing the EU directive 2002/65/EC) applies and we shall send you by email the documents that form the Agreement.

2. Definitions & Interpretation

In this Agreement, unless the context otherwise requires:

"Abusive Trading" means the following actions, but not limited to, pip-hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, use of any robots, spiders or other automated data entry system with the Trading Platform (unless the Client receives express written consent by the Company prior to activating the robot), violation of the Client's obligations under paragraph 2 of Appendix.

"Account Credentials" means a unique username and password used by you to access and use the Trading Platform.

"Applicable Law" means all applicable laws, regulations, directives, and rules, including those issued by the Cyprus Securities and Exchange Commission (CySEC) and any other relevant regulatory authority.

"Applicable Regulations" means (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules, and regulations of Cyprus or of the European Union.

"Best Execution" means the obligation of the Company to take all sufficient steps to obtain the best possible result for Clients when executing Orders, in accordance with Applicable Law and the Company's Best Execution and Order Handling Policy.

"EPIDI Card" or **"Card"** means the payment card made available to the Client through the Platform, issued by a third-party electronic money institution or payment service provider, which enables the use of available funds and/or assets for payment transactions.

"Contract for Difference or CFD" means the Financial Instrument which is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

"Client" means any natural or legal person who has entered into this Agreement with the Company.

"Client Money" means any money received or held by the Company on behalf of a client in connection with the provision of Services, which is subject to the client asset protection requirements of Applicable Law.

"CySEC" means the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

"Corporate Event" means any event affecting an underlying asset or instrument, including but not limited to dividends, stock splits, reverse splits, mergers, acquisitions, spin-offs, rights issues, or delistings.

"Cryptoasset" means a digital representation of value or rights that can be transferred and stored electronically using distributed ledger technology or similar technology, as further defined under Applicable Law, including where applicable Regulation (EU) 2023/1114 on Markets in Crypto-assets (MiCA).

"EPIDI Account" or "Account" means the account opened by the Client with the Company for the purposes of accessing and using the Services.

"Eligible Counterparty" means a client classified as an eligible counterparty in accordance with Applicable Law and the Company's client categorisation procedures.

"Exceptional Event" means any event beyond the reasonable control of the Company, including but not limited to market disruption, system failure, regulatory action, or liquidity issues.

"Execution" means the completion of an Order by the Company.

"Financial Data" means any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

"Financial Institution" means banks, financial institutions, brokers, or other trading organizations.

"FATCA" means the United States "Foreign Account Tax Compliance Act."

"GDPR" means The General Data Protection Regulation (GDPR) (EU) 2016/679.

"Initial Margin" means the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

"Intellectual Property Rights" means patents, trademarks, service marks, trade names, logos, software code, icons, characters, layouts, trade names, trade secrets, buttons, colour scheme, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered

and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

"Instrument" means a financial instrument as defined under Applicable Law and, where applicable, certain cryptoassets made available through the Platform.

"Leverage" means the use of borrowed funds to increase the potential return of an investment, allowing the Client to open positions larger than the funds available in the Account.

"Maintenance Margin" means the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.

"Margin" means the funds required to open and maintain a leveraged position and means the Initial Margin and the Maintenance Margin collectively.

"Market Order" means Orders which are executed at the best available market price.

"Normal Market Size" means the maximum number of Underlying Assets that we believe, in our sole discretion, an Underlying Market trading in such an Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such an Underlying Market or any other equivalent or analogous level set by the Underlying Market on which the Underlying Assets is traded.

"Negative Balance" means a situation where the funds in the Client's Account fall below zero.

"Negative Balance Protection" means the protection afforded to eligible retail Clients whereby aggregate losses from trading CFDs are limited to the total funds held in the relevant CFD trading account and the Client cannot lose more than the funds available in that account.

"Order" means any instruction given by the Client to the Company to open, close, or modify a transaction on the Platform.

"Partner" or "Introducing Broker" means any third party that introduces Clients or provides services in connection with the Platform.

"Platform" means the EPIDI trading platform, including any mobile, web, or desktop applications through which the Company provides its Services.

"Position" means your position in relation to any FX and CFD currently open on your Trading Account.

"Professional Client" means a client classified as a professional client in accordance with Applicable Law, CySEC Rules, as specified in the Client Categorization Procedures found on the Company's Website.

"Retail Client" means a client who is not classified as a Professional Client or an Eligible Counterparty in accordance with Applicable Law.

"Registration Data" means certain personal and financial information that you are required to provide in order to complete the Account Opening Application Form and become our client, such information can include without limitation a copy of your passport, driving license and/or Photo identity card.

"**Scalping**" means the situation where the Client opens too many positions at the same time and closes them for less than five minutes or buying at Bid price and selling at Ask price.

"Slippage" means the difference between the expected price of a Transaction and the price the Transaction is actually executed at. At the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.
"**Services"** means the services provided by the Company through the Platform, including but not limited to trading in CFDs, cryptoassets, securities, and any related functionalities.

"Sell" shall mean transaction that is opened by offering to sell a specific number of a certain Underlying Asset, and may also in our dealings with you, be referred to as a "short" or "short position".
"Spread" means the difference between the bid price and the ask price of an Instrument.
"Stop Loss" means an offer to close a Transaction at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

"Swap or Rollover" for FX and CFD trading means the interest added or deducted for holding a position open overnight.

"Take Profit" means offer to close a position at a price determined in advance by you which, in the case of a Buy

is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

"Trading Account" means the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their characteristics and requirements may be found on the Website (Click here).

"Trading Platform" means the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs, and technical facilities, which facilitates trading activity of the Client in FX and CFDs via the Trading Account.

"Third Party License" means licenses from third parties governing third party software embedded or used in the Trading Platform.

"Trading Hours" means the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.

"Transaction" means either the opening or closing of an offer to either buy or sell FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

"Underlying Asset" means the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. It is understood that the list is subject to change and Clients must refer each time on the Trading Platform.

"Underlying Market" means the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities, or alternative trading systems.

"Website" means the Company's website at https://epidi.com/eu/ or such other website as the Company may maintain from time to time.

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

Headings are for convenience only and do not affect interpretation.

References to clauses are references to clauses of this Agreement unless stated otherwise.

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

3. License and Use of the Trading Platform Services

3.1 We provide a digital trading platform, accessible via mobile and/or web-based applications.

The platform is operated by Epidi and is not an exchange or multilateral trading facility.

The platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and CFD trading activity or such services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- who is a citizen or resident of a jurisdiction from which the Company does not accept Clients, including, but not limited to, the United States of America, Iran, Canada, Haiti, Suriname, Puerto Rico, the Occupied Areas of Cyprus, North Korea (DPRK), Russia, Seychelles, Yemen, and the Palestinian Territory.; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

3.2 Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform and/or close the Trading Account and terminate the Client Agreement to anyone in our sole and absolute discretion.

3.3 You acknowledge that we may provide the Trading Platform with other parties and agree that nothing herein will be deemed or construed to prevent us from providing such services.

3.4 Subject to these terms and conditions, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.

3.5 If any third-party software is included within or embedded in the Trading Platform, then such embedded third-party

software shall be provided subject to the terms of this Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity, or support for the Third-Party Licenses, and will have no liability.

3.6 We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is granted to you solely for facilitating trading with the Company and under no circumstances is sold to you. The Trading Platform, all copies, and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, knowledge, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Other than provided above in this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark or other Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

3.7 You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to your actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information, or data.

3.8 Please inform us in writing if you encounter any problems with the Trading Platform, or have any suggestions for modifications, design changes, and improvements. We shall have the right, but not the obligation, to make modifications to the Trading Platform based upon your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.

3.9 We will deliver the Trading Platform with reasonable skill and care.

3.10 From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any part of the Trading Platform without liability under this Agreement and if we do so we shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

3.11 We have the right shut down the Trading Platform at any time for maintenance purposes without prior notice to the Client, but this will be done only at weekends. In these cases, the Trading Platform will be inaccessible.

3.12 We make no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations, or upgrades);
- as to the operation, quality, or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.

3.13 You:

- may only use the Trading Platform for so long as you are authorized to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Agreement; and
- are responsible for the use of the Trading Platform (including the Account Credentials) by you.

3.14 You agree not to:

(a) use the Trading Platform for illegal or inappropriate purposes;
(b) (nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
(c) attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform;
(d) take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
(e) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious, or otherwise objectionable or offensive material of any kind or nature;
(f) conduct any commercial business on the Trading Platform;
(g) knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents;
(h) falsify the origin or source of any content or other material;
(i) use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;

(j) intercept, monitor, damage or modify any communication which is not intended for him;
(k) use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, or disassemble the Trading Platform or the communication system or any system of the Company;
(l) send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
(m) do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;
(n) do any action that could potentially allow the irregular or unauthorized access or use of the Platform; or
(o) unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons

3.15 You should not be entitled to download, save, or copy the Trading Platform.

3.16 Should we reasonably suspect that you have violated the terms of paragraphs 3.13 - 3.15 hereunder, we are entitled to take one or more of the counters measures Events of Default of paragraph 42 hereunder.

4. Our Services

Through the platform, you may:
(a) trade Contracts for Difference ("CFDs").
(b) invest in securities (where available).
(c) trade CFDs, invest in securities, and/or trade crypto assets by copying the trading activity of other clients on the Epidi platform or by following model portfolios made available by us (the "Copy Trading Services").
(d) Mirror other clients' trades
(e) request for a prepaid MasterCard

The Company does not operate an exchange or trading venue. All transactions are entered into directly with the Company or executed through third-party counterparties as described in the relevant Schedule.

4.1 We may also provide custody and safekeeping services in relation to your financial instruments and funds, as applicable.

4.2 For the purposes of this Agreement, the term "Services" includes all services provided by us, including:
(a) trading services.
(b) copy trading services.
(c) custody and safekeeping services.
(d) and any ancillary or related services offered through the platform.
(e) card-related services and payment functionalities.

4.3 Certain provisions of this Agreement apply only to specific Services. Where you do not use a particular Service, the relevant provisions shall not apply to you. We will indicate, where applicable, which terms apply to which Services. If you are unsure, you should contact us before using the relevant Service.

4.4 Cryptoasset services are not regulated investment services under MiFID II and do not constitute financial instruments. Accordingly, they do not benefit from the protections afforded to clients of regulated investment services, including coverage under the Investor Compensation Fund.

Availability of Services and Features

4.5 The Company may, where reasonably required and without prior notice, modify, suspend, restrict, or discontinue any aspect of the Services, the Platform, or any features available to you. This includes, but is not limited to:
(a) adding, removing, or modifying instruments or asset classes.
(b) enabling or disabling specific features or functionalities (including copy trading, order types, or transfer features).
(c) imposing limits on trading activity, including position sizes, order frequency, or exposure.
(d) changing leverage, margin requirements, or trading conditions.
(e) restricting access to certain products, instruments, or Services based on your profile, jurisdiction, or risk assessment.
(f) modifying or discontinuing promotions, campaigns, or commercial arrangements; and/or
(g) restricting access to the Platform in whole or in part.

4.6 The Company does not guarantee that any specific Service, feature, instrument, or functionality will be continuously available.

4.7 Services and features may be withdrawn, modified, or restricted at any time.

4.8 Certain Services or features may not be available to all clients. Availability may depend on factors including, but not limited to:
(a) your jurisdiction or residency.
(b) your client classification.
(c) regulatory requirements.
(d) risk management considerations; or
(e) internal policies of the Company.

4.9 The Company shall not be liable for any loss, cost, or damage arising from:
(a) the modification, suspension, or discontinuation of any Service or feature.
(b) the unavailability of any instrument or functionality; or
(c) any restriction applied to your account or access to the Platform.

4.10 You acknowledge that the Services are dynamic and subject to change, and that the Company has full discretion in determining the scope and availability of the Platform and its features.

Copy Trading Services and the Suitability Assessment

4.11 Copy Trading Services do not constitute discretionary investment management. They allow you to automatically replicate the trading activity of other clients, based solely on your independent instructions and decisions. Accordingly, before you are permitted to engage in copy trading, we are required to assess whether such services are suitable for you (the "Suitability Assessment").

This assessment is conducted by obtaining information from you regarding your:
(a) investment knowledge and experience.
(b) investment objectives, including your risk tolerance and
(c) financial situation, including your ability to bear losses.

4.12 If we determine that Copy Trading Services are not suitable for you, or if you do not provide sufficient information for us to conduct the Suitability Assessment, you will not be permitted to engage in Copy Trading Services on the Platform. We may require you to update your information and complete a new Suitability Assessment before access to such services is granted.

4.13 We may update your Suitability Assessment from time to time. You must inform us of any changes to your knowledge, experience, financial situation, or investment objectives, including your risk tolerance, so that we can update your assessment accordingly.

4.14 Where the Company determines that Copy Trading Services are suitable for you, such determination shall not constitute investment advice, a recommendation, an endorsement of any Leader, strategy, portfolio or copied client, or a guarantee that Copy Trading Services are appropriate for your individual circumstances at any future time.

4.15 Copy Trading Services may involve copying the trading activity of other clients, Leaders, strategies, portfolios, or other arrangements made available through the Platform.

Copy Trading Services may involve copying the trading activity of other clients, Leaders, strategies, model portfolios, or other arrangements made available through the Platform, subject to the detailed ESE terms set out in Schedule F – Social Engagement ("ESE"). The performance of any client, Leader, strategy, or portfolio available for copying is not indicative of future results. Past performance does not guarantee future performance.

4.16 We do not guarantee that every transaction executed by a copied client or Leader will be copied, replicated, maintained, modified, or closed in your account. Transactions may be rejected, delayed, partially executed, or not executed due to market conditions, liquidity, technical limitations, available margin, regulatory requirements, risk controls, or other operational factors.

4.17 When copying another client, your trades may not be executed at the same price as the copied client. Differences may arise due to delays, market conditions, liquidity, account size, or other factors. Orders in the copy trading system are entered into FIFO (First- In- First-Out) sequence thus orders execution might differ from each order.

4.18 Differences in execution timing, execution price, proportional allocation, available funds, account settings, leverage, spreads, commissions, financing charges, currency fluctuations, market conditions, or other operational factors may result in your portfolio composition, exposure, profits or losses differing materially from those of the copied client or Leader.

4.19 You may incur losses even where the copied client is profitable, including due to differences in execution, timing, or proportional allocation.

4.20 The inclusion, ranking, visibility or availability of any client, Leader, strategy, or portfolio on the Platform does not constitute an endorsement, recommendation, approval, or representation by the Company regarding the suitability, competence or future performance of that client, Leader, strategy, or portfolio.

4.21 We do not guarantee the accuracy, completeness, or suitability of any information relating to clients, portfolios, or trading strategies available for copying.

4.22 You are solely responsible for monitoring your account and managing your risk, including setting limits, stopping copying, or closing positions at any time.

4.23 We shall not be liable for any losses arising from your use of Copy Trading Services, including losses resulting from the actions, strategies, or performance of other clients or model portfolios.

4.24 The Company may suspend, restrict, remove, or discontinue any client, Leader, strategy, portfolio, or Copy Trading Service at any time where reasonably required for operational reasons, regulatory compliance, market integrity, risk management, client protection or in accordance with Applicable Law.

4.25 You may stop copying a client or Leader, reduce or increase your allocation, or terminate a copy relationship at any time through the functionality made available on the Platform, subject to the execution of any open transactions and the terms governing the relevant Copy Trading Service.

EPIDI Card Services

4.26 The Company may provide Clients with access to a payment card branded as the "EPIDI Card" (the "Card"), issued by a third-party electronic money institution or payment service provider. The Company is not the issuer of the Card and does not provide payment services, electronic money services, or deposit-taking services in respect of Card transactions. Card transactions may be funded through available cash balances, eligible asset liquidation, or a combination of both, subject to the detailed terms, limitations, risk disclosures, and third-party arrangements set out in Schedule E – Card Services. Nothing in this section limits any mandatory investor protection or negative balance protection applicable under Applicable Law.
The Card is issued by a third-party electronic money institution or payment service provider (the "Card Issuer"). The Company is not the issuer of the Card.

The Card and related payment services do not constitute investment services and fall outside the scope of the Company's regulatory authorization. Such services are subject to the Card Issuer's applicable terms and conditions.

For the purposes of Card transactions, funds and/or proceeds from asset liquidation may be internally allocated, transferred, or otherwise made available for payment processing. The Client acknowledges that such processes may occur within the Company's systems and/or through arrangements with the Card Issuer or related service providers. Such allocation or transfer may occur prior to, during, or following transaction authorisation.

4.27 The Client may define and modify their preferred funding method and priority through the Platform.

4.28 Where applicable, currency conversion may apply in accordance with the relevant provisions of this Agreement, and fees may be charged as disclosed within the Platform or under the Company's applicable fee schedule.

Source of Payments

The Client may select the preferred primary and secondary funding source for Card transactions through the Platform, subject to availability, system functionality, Applicable Law, and the Company's risk controls. Where no funding preference is selected, the default funding source shall be the available account value, unless otherwise determined by the Company acting reasonably.

Asset Liquidation Mechanism

4.29 Where assets are used to fund Card transactions, the Company is authorised to close or liquidate positions in order to generate the required funds. Unless otherwise specified, positions will be closed on a first-in, first-out (FIFO) basis. Orders will be executed in accordance with the Company's Best Execution and Order Handling Policy, where applicable. If the selected asset is unavailable for trading due to market suspension, illiquidity, technical issues, or other circumstances beyond the Company's control, the Company may decline the transaction, use an alternative available funding source, or take such action as it reasonably considers appropriate in accordance with Applicable Law.

4.30 Assets will be liquidated in such quantities as the Company reasonably determines are necessary to generate the funds required to complete the relevant Card transaction, considering applicable fees, charges, currency conversions, and transaction costs.

4.31 The Company shall apply a predefined liquidation priority methodology when selecting assets for liquidation. Such methodology may consider factors including, but not limited to, liquidity, margin impact, unrealised profit or loss, and market conditions. The Company shall make available a general description of such methodology within the Platform or applicable policies. The Client acknowledges that the exact selection of assets for liquidation may vary depending on real-time market conditions.

4.32 Execution shall occur at the prevailing market price at the time of execution, in accordance with the Company's applicable execution practices and policies.

4.33 During periods of extreme market volatility, including but not limited to rapid price movements, liquidity shortages, or market disruptions, execution prices, timing, and order completion may deviate significantly from normal conditions. The Company shall not be liable for such deviations to the extent permitted by Applicable Law.

4.34 The Client acknowledges that:

(a) execution prices may differ from displayed prices (including due to slippage);
(b) multiple or partial position closures may occur;
(c) execution timing may vary due to market conditions, liquidity, or system processing;
(d) the Company does not guarantee specific execution prices or outcomes.

4.35 For the purposes of asset liquidation, "prevailing market price" shall refer to the executable price available to the

Company at the time of order execution from its liquidity providers, execution venues, or internal pricing systems, as applicable. Such price may differ from displayed or indicative platform prices.

4.36 The Company shall seek to avoid disproportionate liquidation of Client positions in a single execution event, considering market liquidity and account risk exposure. However, the Company does not guarantee partial or staged liquidation and may execute full or multiple partial closures where required to satisfy funding obligations.

4.37 The Company may override the Client's selected funding preferences without notice where required for risk management purposes, operational, or regulatory reasons including, without limitation, where required to ensure sufficient funds are available or to prevent or mitigate risk exposure.

4.38 The Company shall maintain internal records of material overrides of Client-selected funding preferences, including the reason for such override, where required under Applicable Law or internal risk management procedures. Such records may be made available to the Client upon reasonable request, subject to regulatory and confidentiality limitations.

4.39 The Company may impose limits, refuse issuance, or suspend access where reasonably required for risk management, compliance, operational, security, or fraud prevention reasons.

Transaction Processing

4.40 Card transactions are processed through the Card Issuer and relevant payment networks.

4.41 The Company does not control the decision-making processes of the Card Issuer or payment networks in relation to transaction authorisation.

4.42 The Company does not guarantee that transactions will be authorised or completed.

4.43 Transactions may be declined due to:

(a) insufficient funds following liquidation;
(b) delays in asset conversion;
(c) market conditions;
(d) issuer or network restrictions;
(e) security or fraud controls.

Risk and Impact on Account

4.44 The use of assets to fund Card transactions may:

(a) reduce margin levels;
(b) trigger margin close-out;
(c) realise profits or losses.

4.45 Where asset liquidation for a Card transaction affects the Client's account, including margin levels, open positions, or account equity, the Client is responsible for any resulting market exposure, profits, losses, margin calls, close-outs, or liquidations. To the extent permitted by Applicable Law, the Company shall not be liable for such outcomes except where they arise from the Company's fraud, wilful misconduct, or gross negligence.

4.46 Negative Balance Protection, where applicable, does not prevent losses resulting from the execution of Client-authorised transactions, including Card-related asset liquidation.

4.47 Where Client disputes arise in relation to asset liquidation executed for Card funding purposes, the Company shall review such cases in accordance with its complaints handling procedure. The Client acknowledges that disputes relating to Card authorisation, settlement, or chargebacks remain the responsibility of the Card Issuer, while disputes relating to trade execution remain subject to the Company's execution policies.

Security

4.48 The Client is responsible for safeguarding Card and account credentials.

4.49 The Company may suspend or restrict Card usage where reasonably required for security, fraud prevention, regulatory, operational, risk management, or misuse prevention reasons. To the extent permitted by Applicable Law, the Company shall not be liable for any loss arising from such suspension or restriction, except where required under Applicable Law.

Availability

4.50 The Card may be subject to jurisdictional restrictions, eligibility criteria, and verification requirements.

4.51 The Company may impose limits, refuse issuance, or suspend access at its discretion.

Fees

4.52 Card-related fees may apply and will be disclosed via the Platform and/or to the website and/or to the client's agreements during registration.

Card Issuance, Activation and Status

4.53 The Card is issued by the Card Issuer upon successful completion of required onboarding and verification procedures.

4.54 Card issuance, production, and delivery are managed by the Card Issuer. The Company may transmit necessary Client information to facilitate issuance.

4.55 The Client may be required to activate the Card through the Platform or through processes defined by the Card Issuer.

4.56 The Company may enable the Client to view Card status, including activation, suspension, or termination, through the Platform. Such status is dependent on information provided by the Card Issuer.

Authorisation, Holds and Settlement

4.57 The Company has no control over the authentication methods enforced by the Card Issuer or payment networks.

4.58 The authorised amount may differ from the final settled amount, including due to:

(a) merchant adjustments;
(b) currency conversion differences;
(c) fees or charges applied by the Card Issuer or third parties.

4.59 The Company may reserve, block, or earmark funds and/or initiate asset liquidation at the time of authorisation or settlement, including prior to the completion of asset liquidation.

4.60 The Client acknowledges that funds may be temporarily unavailable during this process.

4.61 In the event of concurrent triggers arising from margin requirements and Card-related liquidation, the Company shall apply internal risk management systems to determine execution priority. The Client acknowledges that margin protection requirements may take precedence over Card funding instructions.

4.62 **Timing of Liquidation and Transaction Processing**

4.63 Where Card transactions are funded through asset liquidation, there may be a timing difference between:

(a) transaction authorisation;
(b) execution of asset liquidation;
(c) and final settlement.

4.64 The Company does not guarantee immediate liquidation or synchronisation between these events.

4.65 Where reasonably practicable under normal market conditions, the Company shall execute asset liquidation within a commercially reasonable time. In periods of extreme volatility, illiquidity, or technical disruption, execution may be delayed beyond normal processing times.

4.66 Delays may occur due to market conditions, liquidity, system processing, or external dependencies.

Authentication and Security (SCA / 3DS)

4.67 Card transactions may be subject to authentication requirements, including Strong Customer Authentication (SCA), as determined by the Card Issuer or payment networks.

4.68 Such authentication may include, but is not limited to:

(a) one-time passwords (OTP);
(b) in-app authentication;
(c) biometric verification;
(d) or other security methods.

4.69 Transactions may be declined if authentication requirements are not met.

Transaction Declines

4.70 Card transactions may be declined even where sufficient funds or assets are available.

4.71 Reasons for decline may include:

(a) delays or failures in asset liquidation;
(b) insufficient funds following conversion or fees;
(c) Card Issuer or network restrictions;
(d) security or fraud prevention controls;
(e) authentication failure.

4.72 To the extent permitted by Applicable Law, the Company shall not be liable for any declined Card transaction or for any loss, cost, missed opportunity, or loss of profit arising from such declined transaction.

Currency Conversion Timing

4.73 Where Card transactions involve currency conversion:
- (a) conversion rates may differ between authorisation and settlement;
- (b) additional charges may apply;
- (c) final amounts may vary from initial estimates.

4.74 Currency conversion may be performed by the Company, the Card Issuer, or payment networks.

Suspension and Controls

4.75 The Company may, where reasonably required for security, fraud prevention, regulatory compliance, risk management, or operational reasons:
- (a) suspend or block the Card
- (b) restrict transactions
- (c) impose limits.

4.76 Such actions may be taken for:
- (a) fraud prevention
- (b) regulatory compliance
- (c) risk management;
- (d) operational reasons.

Termination

4.77 The Card may be suspended or terminated by the Company or the Card Issuer.

4.78 The Client acknowledges that the use of the Card in conjunction with trading account functionality involves complex interactions between financial markets and payment systems, and accepts all associated risks, including timing differences, execution uncertainty, and third-party dependencies. To the extent permitted by Applicable Law, the Company shall not be liable for losses arising from technical, operational, or procedural delays or failures relating to Card transactions, except where required under Applicable Law.

4.79 Termination of Card services does not affect the Client's trading account unless otherwise specified.

5. Regulatory status of our Services

Trading Services and the Appropriateness Assessment

5.1 The Trading Services are provided on an execution-only basis.
This means that you are responsible for all investment decisions and actions in relation to the trades you enter into, including, but not limited to, opening, closing, or choosing not to open or close a transaction. The capacity in which we act (including as principal or agent) is set out in the applicable Schedule(s) relevant to the Services you use.

5.2 We do not provide investment advice, recommendations, or personal opinions in relation to any transaction. Any information provided through the Platform is for informational purposes only and should not be relied upon as investment advice.

5.3 In providing the Services of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. When the Client or potential Client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary. The Company shall assume that information about his knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

5.4 When using our Trading Services, you may trade complex financial instruments, such as CFDs.
Before you are permitted to trade in such products, we are required to assess whether they are appropriate for you (the "Appropriateness Assessment").

This assessment is conducted by obtaining information from you regarding your knowledge and experience in trading such products and evaluating that information.

5.5 It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

5.6 In providing the Investment Services of Portfolio Management, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client (for example via the Client Account Application Form) regarding

the Client's knowledge, experience in the investment field relevant to the specific type of Financial Instrument or service, as well as his financial situation including his ability to bear losses and his investment objectives including his risk tolerance, so as to be able, based on this information, to recommend to the Client the investment services and the Financial Instruments that are suitable for him/her (suitability test) and, in particular, that are in accordance with his risk tolerance and ability to bear losses. If the Company will provide the Investment Services of Investment Advice by recommending a package of bundled services or products, it will ensure that the overall bundled package is suitable for the Client and to enable the Company to act in the Client's best interest. The Company is entitled, at its sole discretion, to request additional information regarding the Client or/and to request an update of the data notified by the Client, whenever it deems this necessary. The Company shall assume that information provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes. Where the Client will engage in Social Trading, the Company will take into consideration its assessment of the Client and only provide access to Signal Providers to Clients with preferences and objectives that match the main characteristics of the service.

5.7 Card-related services and payment functionalities do not constitute investment services and are not subject to the same regulatory protections as regulated investment services. Such services are provided in connection with third-party providers and may be subject to separate terms and conditions. Where financial instruments are liquidated for the purpose of funding Card transactions, the Company will act in accordance with Applicable Law and its applicable execution policies, considering the operational nature of the transaction.

5.8 If we determine that a product is not appropriate for you, or if you do not provide sufficient information for us to conduct the Appropriateness Assessment, we may:

(a) restrict your ability to trade such instruments or
(b) provide you with a warning regarding the risks associated with trading such instruments.

5.9 It is understood that not all the Services under paragraph 5 of this Agreement may be applicable for each Client.

Information provided by you

5.10 You acknowledge and agree that the Appropriateness Assessment and/or Suitability Assessment are performed based on the information and documents you provide.

5.11 We are entitled to rely on such information and shall not be responsible for any loss arising from inaccuracies, incomplete information, or failure to update such information.

5.12 You agree to promptly notify us of any changes and to provide accurate, complete, and up-to-date information always, including our reasonable request.

6. Limitations to our Services

6.1 We do not provide personalized investment recommendations or any investment, legal, or tax advice.

Any explanations, information, or communications provided by us in relation to trade, copy trade, or the performance of any transaction are for information purposes only and do not constitute advice.

6.2 The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice, and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice, and experience to make his own evaluation of the merits and risks of any Transaction.

6.3 The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

6.4 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction/if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

6.5 You. expressly consent to us executing your orders outside of a regulated market, multilateral trading facility, or organised trading facility, in accordance with these Terms and Conditions, the applicable Schedule, and the Best Execution and Order Handling Policy.

6.6 We may restrict or limit access to certain Services in specific jurisdictions due to Applicable Law or our internal policies (each a "restricted country"). If you are resident in a restricted country, you may have access to some, but not all, of our Services. We may amend the list of restricted countries, and the Services available within those jurisdictions, from time to time. For further information, please contact us using the details provided in Clause 10 ("Communicating with you").

6.7 We do not accept applications for Epidi accounts from:

(a) residents domiciled in Canada.
(b) residents or citizens of the United States of America and
(c) any other jurisdictions restricted under Applicable Law or our internal policies (each a "blocked country").

We may amend the list of blocked countries from time to time. For further information, please contact us using the details provided in Clause 10 ("Communicating with you").

Our Services may not be available in blocked countries. If you are physically located in a blocked country, you may be unable to access your Epidi account or any of our Services, even if you are not normally resident there.

6.8 We shall not be liable for any loss arising from your inability to access the platform or Services due to such restrictions or due to circumstances beyond our control.

Reliance on Information

6.9 Any information, data, content, or materials provided by the Company through the Platform, website, applications, or communications (including but not limited to prices, charts, indicators, market data, research, news, or performance statistics) are provided for informational purposes only.

6.10 Such information does not constitute investment advice, a recommendation, or an offer to buy or sell any instrument.

6.11 The Company does not guarantee the accuracy, completeness, timeliness, or reliability of any such information.

6.12 Information may be obtained from third-party sources or generated automatically and may be subject to delays, errors, omissions, or inaccuracies. You acknowledge and agree that:

(a) you do not rely on any information provided by the Company when making trading decisions.
(b) you are solely responsible for conducting your own analysis and making your own investment decisions.
(c) any reliance on information provided through the Platform is at your own risk.

6.13 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its website, or other Social Media Platforms, or provide subscribers via its website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so: the Company will not be responsible for such information;

(a) the Company gives no representation, warranty, or guarantee as to the accuracy, correctness, or completeness of such Information or as to the tax or legal consequences of any related Transaction.
(b) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
(c) if the information contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
(d) the Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.

6.14 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

Copy Trading and Performance Data

6.15 Without limitation to the above:

(a) performance data relating to other clients or model portfolios is not verified and may not reflect actual trading conditions.
(b) past performance is not indicative of future results.
(c) rankings, statistics, and metrics may be based on limited or historical data and may change at any time.

6.16 The Company shall not be liable for any loss arising from reliance on such information.

No Guarantee of Performance

6.17 The Company does not guarantee the performance of any trading strategy, instrument, portfolio, or Service.

6.18 Any examples, performance data, or results displayed on the Platform are for illustrative or informational purposes only.

6.19 Past performance is not indicative of future results.

6.20 No representation or warranty is made that any account will achieve profits or avoid losses.

6.21 You acknowledge that trading involves risk and that losses may exceed expectations.

Nature of Products and Asset Classes

6.22 The Services provided by the Company may involve different types of products and asset classes, each of which has distinct legal, regulatory, and operational characteristics. These include, but are not limited to:

(a) Contracts for Difference (CFDs);
(b) securities (such as shares or similar financial instruments); and
(c) cryptoassets.

6.23 You acknowledge that not all products offered through the Platform are regulated in the same manner. In particular:

(a) CFDs and securities are regulated financial instruments under Applicable Law;
(b) cryptoassets are not regulated financial instruments under MiFID II and do not benefit from the same regulatory protections.

6.24 The rights, protections, and obligations applicable to each product type may differ. This includes, but is not limited to:

(a) the application of client money rules.
(b) eligibility for compensation schemes.
(c) custody and safekeeping arrangements.
(d) execution and settlement processes; and
(e) applicable risks and disclosures.

6.25 You acknowledge that:

(a) the treatment of assets, funds, and positions may differ depending on the product type.
(b) protections available for one type of product may not apply to another; and
(c) the Company may apply different operational, risk, or compliance measures depending on the product or Service used.

6.26 Further details regarding the specific characteristics, risks, and terms applicable to each product type are set out in the relevant Schedule.

6.27 You are responsible for reviewing and understanding the Schedule applicable to the Services you use.

6.28 By using the Services, you acknowledge and accept the differences between product types and agree that you will not rely on any assumption that all products are subject to the same legal or regulatory framework.

Third-Party Content

6.29 The Platform may include content provided by third parties.

6.30 The Company does not endorse, verify, or assume responsibility for such content and shall not be liable for any loss arising from its use.

7. The key risks of using our Services

7.1 Trading and investing using our Services involves a high level of risk, and you may lose all or a substantial portion of the funds held in your Company account. You should not trade or invest money that you cannot afford to lose.

7.2 It is important that you fully understand the risks involved before deciding to use our Services, considering your financial resources, level of experience, and risk appetite. If necessary, you should seek independent financial advice.

The actual returns and losses experienced by you will vary depending on many factors, including, but not limited to, market conditions, market movements, and the size and nature of your transactions.

7.3 The value of your investments may increase or decrease.

7.4 Past performance is not a reliable indicator of future results.

7.5 Your Company account and our Services are primarily denominated in US Dollars.
Where you deposit or withdraw funds in a currency other than US Dollars, you will be exposed to foreign exchange risk.

7.6 Further information regarding the risks associated with each Service is set out in the applicable Schedules, the General Risk Disclosure, and on our website.

Digital trading platform risks

7.7 When using a digital trading platform, including the Company platform, you acknowledge that there is a risk of financial loss resulting from, including but not limited to:

(a) failure of your computer, mobile device, or other hardware (including battery failure).
(b) poor or unstable internet or mobile network connection, which may prevent access to the platform or cause delays.
(c) unauthorized access, hacking, or the use of malicious software.
(d) incompatibility of your device with the platform, including incorrect system settings or specifications.

(e) failure, malfunction, or interruption of hardware or software (whether ours or yours); and/or
(f) your failure to follow our security guidance, as published on our website.

To the extent permitted by Applicable Law, the Company shall not be liable for losses arising from technological failures, interruptions, delays, or malfunctions affecting the Platform, except where such losses result directly from the Company's fraud, wilful default, or gross negligence.

Monitoring of trades

7.8 You are responsible for always monitoring your trades and positions.

7.9 If you believe that an order or trade has not been executed correctly, it is missing, or if you experience any issue with the platform or your account, you must contact us immediately.

8. Best execution

8.1 The Company is required to take all sufficient steps to obtain the best possible result for you on a consistent basis when providing its Services. The Company's Best Execution and Order Handling Policy set out the procedures followed and the factors considered in meeting this obligation. This policy, as amended from time to time, forms part of this Agreement and is available on the Company's website.

8.2 The best possible result is determined by considering a range of execution factors, including price, costs, speed, likelihood of execution and settlement, size, nature, and any other relevant considerations. While price is an important factor, it is not the only factor considered when assessing best execution.

The Company may, where appropriate and in accordance with Applicable Law, aggregate your orders with those of other clients or with its own orders, or split your orders. Aggregation or splitting may result in you obtaining, on some occasions, more favourable terms, and on other occasions, less favourable terms than if your order had been executed separately.

8.3 The Company regularly monitors and reviews the effectiveness of its Best Execution and Order Handling Policy to ensure that it remains appropriate and that it continues to achieve the best possible results for its clients.

8.4 The Company may rely on third-party liquidity providers, pricing sources, or execution venues. Execution outcomes, including price, speed, and liquidity, may be affected by market conditions, system delays, or third-party failures.

8.5 Where the Company acts as principal, execution may take place outside a regulated trading venue. By accepting this Agreement, you expressly consent to the execution of your orders outside a regulated market, multilateral trading facility (MTF), or organized trading facility (OTF).

In such cases, prices may be determined by the Company in accordance with its internal pricing methodology and may differ from prices available on other platforms or venues and you acknowledge and accept such executions.

Order Rejection and Cancellation

8.6 The Company reserves the right, where reasonably required and without prior notice, to reject, cancel, reverse, or amend any order or transaction where it reasonably believes that:
(a) there has been a pricing error, technical issue, or system malfunction.
(b) the order is placed in abnormal market conditions or during an Exceptional Event.
(c) the order results from abusive trading practices, including but not limited to latency arbitrage, price manipulation, or system exploitation or
(d) it is necessary to comply with Applicable Law.

8.7 The Company shall not be liable for any loss arising from such actions, except in cases of fraud, wilful misconduct, or gross negligence.

9. Conflicts of Interest

9.1 The Company is required to act honestly, fairly, and professionally in accordance with your best interests when providing its Services. However, circumstances may arise where your interests' conflict with those of the Company or another client.

9.2 In particular, you acknowledge and accept that:
(a) the Company may act as principal and counterparty to your transactions.
(b) the Company may execute hedging transactions before, during, or after entering into a transaction with you to manage its risk. Such hedging activity may impact on the price you receive, and the Company may retain any resulting profits. The Company is not obliged to hedge any transaction.
(c) the Company may earn revenues from spreads, commissions, and other trading and non-trading-related charges.
(d) the Company may enter into arrangements with third parties or other clients under which it makes or receives payments based on your trading activity or volume, including commissions, rebates, profit-sharing arrangements, or spread adjustments, where permitted by Applicable Law.
(e) the Company may pay or receive fees, commissions, or non-monetary benefits to or from third

parties, including affiliates, introducing brokers, or partners, where permitted by Applicable Law.

(f) the Company determines the prices of financial instruments available on the Platform. As a result, prices may differ from those available from other brokers, exchanges, or market participants.

9.3 The Company maintains and operates effective organisational and administrative arrangements designed to identify, prevent, and manage conflicts of interest.

9.4 Where the arrangements in place are not sufficient to prevent a material risk of damage to your interests, the Company will clearly disclose the nature and/or source of the conflict before undertaking business with you.

10. Communicating with you

10.1 You expressly consent to us communicating with you and providing information through our platform or website (www.epidi.com), including information about us and any changes to such information, including updates to this Agreement and our policies.

10.2 We may also communicate with you through our platform or applications, by email, telephone, post, electronic messaging (including in-app messages and chats), or any other means of communication.

We will use the contact details you provided when opening your Epidi account, as updated by you from time to time.

10.3 You must notify us promptly of any changes to your personal or contact details, including your email address, telephone number, name, residential address, country of residence, or nationality.

If you fail to update your details, you may not receive important communications from us.

10.4 This Agreement, and all communications, statements, and notifications between you and us, shall be in English. If any document is provided in a language other than English, and there is any inconsistency, the English version shall prevail.

PART 2 – ACCOUNT, FUNDING AND OPERATIONS OF SERVICES

11. Scope of Services

11.1 The provisions of Part 2 apply to the use of the EPIDI platform and the execution of transactions.

11.2 Additional terms applicable to specific asset classes are set out in the relevant Schedules.

12. Client Classification

12.1 In accordance with Applicable Law, the Company categorizes its clients as Retail Clients, Professional Clients, or Eligible Counterparties.

12.2 Unless otherwise agreed, you will be classified as a Retail Client.

12.3 You have the right to request a different method of categorization as is explained under the Client Categorization Notice found on the Company's Website. However, if you request a different categorization and the Company agrees to such categorization, you accept that the level of protection that is afforded by CySEC Regulations and other Applicable Regulations may differ. The Company cannot enter into title transfer financial collateral arrangements with Retail Clients. Renumeration practices which could provide an incentive to the Company's staff to recommend a particular financial instrument to a Retail Client when the Company could offer a different financial instrument which would better meet that Client's needs are also prohibited. In the case of Professional Clients and Eligible Counterparties, the Company may agree to provide more limited information as provided by Applicable Regulations.

12.4 Retail Clients benefit from the highest level of regulatory protection under Applicable Law, including but not limited to:

(a) enhanced disclosure requirements.
(b) access to the Investor Compensation Fund (where applicable).
(c) restrictions on leverage and trading conditions and
(d) negative balance protection for eligible products.

12.5 You may request to be reclassified as a Professional Client, subject to meeting the relevant criteria under Applicable Law.

12.6 Where you are reclassified, you may lose certain regulatory protections. In such circumstances, the Company will provide you with a Client Categorization Notice setting out the protection you will retain and those you will lose.

12.7 In the event of any conflict between this Agreement and the Client categorization Notice, the Client Categorization Notice shall prevail.

12.8 It is understood that we have the right to review the Client's Categorization and change your Categorization if this is deemed necessary (subject to Applicable Regulations). You accept that when categorizing you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you in your Account Opening Application Form and the Financial Suitability Questionnaire. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.

13. How to open and maintain your EPIDI account

Applying for an account

13.1 To apply for an Epidi account, you must complete an online application form and provide the information we request in order to identify you, verify your identity, and conduct fraud checks, sanctions checks, anti-money laundering and counter-terrorism financing checks, and any other checks required under Applicable Law, including, without limitation, the Foreign Account Tax Compliance Act ("**FATCA**") and our internal procedures.

In order to use the Platform and our Services, you must register with us by providing personal details, including identity documents, as Registration Data. After you fill in and submit the Account Opening Application Form together with all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries.

13.2 We may request information regarding your tax residency and require you to provide accurate and complete information in accordance with Applicable Law. You must inform us if your tax residency differs from your country of residence or if such information changes.

13.3 You will also need to provide us with information to enable us to assess whether the Trading Services are appropriate for you. Please refer to Clause 5 ("Regulatory status of our Services") for further information on the Appropriateness Assessment and Suitability Assessment.

13.4 You agree and undertake to:

(a) notify us of any changes to your personal and financial information and/or in your financial condition by emailing compliance@epidi.com
(b) provide true, accurate, current, and complete Registration Data as prompted by the registration process;
(c) maintain and promptly update the Registration Data to keep it accurate, current, and complete by emailing any changes to compliance@epidi.com; and
(d) ensure that you log out from your Trading Account at the end of each session on the Website;
(e) We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the management of your account. You authorize us to use your Registration Data and other information to perform the above checks in relation to your application process;
(f) In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

13.5 Once logged onto the Trading Platform using your Account Credentials, you authorize us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

13.6 In the case where the Client is a legal person it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

Linking a payment method

13.7 To deposit funds into your Epidi account, you must link a payment method, such as a bank account, debit card, credit card, electronic wallet, or other method approved by us. We may allow you to link more than one payment method, but we are not obliged to do so. Accepted payment methods may vary by jurisdiction.

13.8 The payment method must belong to you and be in your name. We do not accept payments from third parties. We may require you to provide documentation to verify the ownership and details of your payment method. If we are unable to verify this information, you will not be able to deposit funds into your Epidi account and therefore will not be able to use our Services.

13.9 We may process deposits and withdrawals directly or through electronic wallets, payment institutions, electronic money institutions, banks, or other third-party payment processors approved by us.

Provision of information

13.10 We may, from time to time, request additional information and/or documentation, including for the purposes of anti-money laundering regulations, fraud prevention, or other legal and regulatory obligations, as well as our internal procedures.

13.11 If there is any information you have provided under this Clause 13 changes, you must notify us in writing as soon as possible and no later than 30 days after such change occurs.

13.12 The information you provide must be complete, accurate, and not misleading. If you fail to provide the required information, or provide inaccurate, incomplete, or misleading information, we may refuse to open an Epidi account or may suspend, restrict, or close your account.

14. Keeping your EPIDI account safe

14.1 If we accept your application, we will open an EPIDI account for you. You will need to choose a username and a password to access your EPIDI account, and we may require additional security details.

14.2 It is your responsibility to take all reasonable steps to keep your EPIDI account safe. For example, you should keep your security details, such as your username and password, a secret. You should select a password that is not easy to guess (such as using a combination of uppercase and lowercase letters, numbers, and symbols) and is a unique password for your EPIDI account. We recommend that you do not re-use a password previously used by you for other platforms/services. You should also apply two- factor authentication to your account to keep your account secure.

14.3 You must change your security details immediately and contact us as soon as possible if you think someone else knows them.

14.4 We may block access to your EPIDI account or block access to our Services if we believe that it is necessary for security or legal reasons. For example, if we think someone may have access to or is using your EPIDI account without your permission.

14.5 We may contact you to provide new security details or require you to change your existing security details.

14.6 You must not give any third party (including minors) any access to and/or control of your EPIDI account. If you elect

to give another person access to and/or control of your EPIDI account, you do so at your own risk and we will not be responsible for the decisions of that third party. For example, if they place trades or if they place copy trades and make a loss, we will not be responsible for any resulting losses. We reserve the right to cancel or reject any orders placed by any third party for security and/or legal reasons.

15. Appropriateness Assessment

15.1 The Company will carry out any appropriateness assessment required under Applicable Law before permitting you to access certain products or Services.

15.2 Such assessment will be based on the information provided by you regarding your knowledge and experience in trading relevant financial instruments.

15.3 You agree to provide accurate and complete information for the purposes of the appropriateness assessment.

15.4 Where the Company determines that a product or Service is not appropriate for you, or where you do not provide sufficient information, the Company may restrict access to such product or Service or provide you with an appropriate warning.

15.5 Further details regarding the Appropriateness Assessment are set out in Clause 5 ("Regulatory status of our Services").

Funding & Money

16. How to pay money into, and take money out of, your EPIDI account

Paying money in (also called "deposits")

16.1 You can pay money into your EPIDI account using one of your approved payment methods. We do not accept cash or cheques.

16.2 If your payment method charges us a fee, such as a payment transfer, payment processing fee, or currency conversion fee, we may charge you a transfer fee.

16.3 Your funds **may be credited** to your EPIDI account once we are satisfied that the funds originate from you and all checks required under Applicable Law (including anti-money laundering requirements) have been completed.

16.4 We may place limits on how much money you can deposit into your EPIDI account. We will notify you where applicable.

16.5 We may return any funds received from a payment method that is not in your name. If we incur fees when returning such funds, we may deduct an equivalent amount from the returned funds.

16.6 We may charge fees in relation to deposits, withdrawals, and currency conversions, including transfer fees, payment processing fees, and conversion fees where applicable.

16.7 You may deposit funds into the Trading Account at any time during this Agreement. The Company will not accept anonymous payments in the Trading Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in your address and as shall be specified on the Trading Platform. We shall not, and you shall not request us to convert any monies standing to your credit or which have been paid by you into your Trading Account in one currency to another currency. The detailed information about deposit options is shown on the Website.

16.8 The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

16.9 If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount received by the Company within one (1) Business Day following the amount is cleared in the bank account of the Company.

16.10 If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from his Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

Taking money out (also called "withdrawals")

16.11 You may withdraw funds from your EPIDI account to the same payment method used for deposit, subject to Applicable Law and regulatory restrictions (including anti-money laundering requirements). We may allow withdrawals to an alternative payment method in your name if we have verified and approved such method. We reserve the right to refuse or delay withdrawals where necessary for compliance, fraud prevention, or operational

reasons.

16.12 You may not be able to withdraw funds if doing so would leave insufficient funds in your EPIDI account to cover any unsettled transactions, fees, or charges.

16.13 The way we remit monies to you will be in our absolute discretion. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

16.14 All payment and transfer charges of third parties will be borne by the Client, and the Company shall debit the relevant Trading Account for these charges.

16.15 To protect against fraud, we may impose limits on withdrawals. The minimum withdrawal amount is available on our website. This restriction will not apply if you close your EPIDI account in accordance with the appropriate Clause.

16.16 We may charge a fee for withdrawals. Details of applicable fees are available on our website.

16.17 We aim to process valid and complete withdrawal requests within standard processing timeframes. However, processing times may vary depending on operational, regulatory, or third-party factors. Processing may be delayed, restricted, or declined where required under Applicable Law, including where there are anti-money laundering concerns or where additional checks are required. We may not be able to disclose the reasons for such delays or refusals. Once processed, it may take additional time for your payment provider to complete the transaction, depending on their procedures.

16.18 Withdrawal requests submitted after 11:00 am Eastern European Time or on a non-business day may be processed on the next business day. A business day means Monday to Friday, excluding public and bank holidays.

16.19 We may delay, suspend, or withhold any withdrawal request where we believe that:

(a) additional verification is required;
(b) the request may be linked to fraud, financial crime, or unauthorised activity;
(c) there are insufficient cleared or settled funds; or
(d) it is necessary to comply with Applicable Law or internal risk controls.

16.20 Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake, and the Client may have to bear the loss.

16.21 We reserve the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.

Currency conversion

16.22 Funds deposited into your EPIDI account may be made in Pounds Sterling, Euros, US Dollars, or any other currency approved by us. Funds may be converted into US Dollars in accordance with the Company's applicable conversion practices.

16.23 You are responsible for any foreign exchange risk arising from the conversion of funds into or out of US Dollars.

17. How we treat your money

17.1 Subject to the provisions of this Agreement relating to when money ceases to be treated as client money, money that you deposit into your EPIDI account will be treated as client money in accordance with CySEC rules.

17.2 We may permit third parties, i.e. reliable financial institutions (within or outside Cyprus or the EEA) such as a credit institution or a bank in a third country, to hold your funds in connection with transactions, including exchanges or clearing houses. Such third parties may hold your funds in omnibus accounts.
Where applicable, we will take reasonable steps to ensure that your funds are treated as client money, but we shall not be responsible for the acts or omissions of such third parties.

17.3 According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution of paragraph 17.2 of this Client Agreement and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Transaction for the Client.

17.4 The financial institution to which the Company will pass Client money (as per paragraph 17.2 of these Terms and Conditions, may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the

Company from the financial institution is insufficient to satisfy the claims of the Client.

17.5 Where funds are used in connection with Card transactions, such funds may be subject to different treatment depending on the nature of the transaction and applicable arrangements with third-party providers. Such funds may, where applicable, cease to be treated as client money once used for payment transactions or transferred to a third-party provider.

17.6 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

17.7 The Company is a member of the Investors Compensation Fund (ICF). So, depending on his/her classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title Investors Compensation Fund, found on the Company's Website.

17.8 The Company shall not conclude title transfer financial collateral arrangements with any Client who is a Retail Client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.

17.9 The Company shall not grant security interests, liens or rights of set-off over Client money enabling a third party to dispose of the Client's money in order to recover debts that do not relate to the Client or provision of services to the Client, unless this is required by Applicable Law in a third country jurisdiction in which the Client money may be held. If the Company enters into such an agreement, it will amend this Client Agreement accordingly to reflect this.

Qualifying money market funds

17.10 We may, instead of holding your funds in a client money account, invest such funds in units or shares of a qualifying money market fund.
In such cases, your funds will not be held as client money under CySEC client money rules, but the units or shares will be held as safe custody assets in accordance with applicable CySEC rules.
These assets will be segregated from our own assets.

17.11 We will not pay you any income or returns generated from investments in qualifying money market funds.

17.12 Investments in qualifying money market funds are considered low risk. However, losses may occur.
In the event of such loss, we may, at our discretion, compensate you, but we are not required to do so under Applicable Law.

17.13 You expressly consent to us placing your funds into qualifying money market funds.

18. When your money stops being client money

18.1 Where permitted under Applicable Law, we may cease treating money in your EPIDI account as client money if you have not accessed your EPIDI account for a period of 6 years. Before doing so, we will make reasonable attempts to contact you and return the money. If the money is transferred to a charity or otherwise dealt with in accordance with Applicable Law, and you later contact us, we will reimburse you an equivalent amount.

18.2 If we transfer or sell our business, in accordance with CySEC rules:
(a) we will provide you with notice prior to the transfer.
(b) the transferee will hold your funds in accordance with client money rules or, if your funds are not treated as client money, we will exercise due skill, care, and diligence in assessing whether adequate measures are in place to protect your funds and
(c) you consent to the transfer of your funds to a third party. If you do not want your funds to be transferred, you should contact us and we will assist you in closing your EPIDI account.

Trading Operations

19. Entering transactions – Quotes

19.1 The EPIDI platform will display the indicative price to buy and the price to sell for each product. This is called a "**quote**". A quote is not an offer by us to buy or sell any products. We do not provide quotes over the phone but may do so at our discretion.

19.2 We are responsible for setting the price of instruments and products available on the EPIDI platform. This means that our quotes will be different from the prices provided by other brokers, the market price, as well as the current prices on any exchanges or trading platforms.

19.3 Although when we provide a quote, we may consider the price that we receive from a broker, the market, or any exchanges or trading platforms, we are under no obligation to do this, and we are under no obligation to ensure that the quotes which we provide are within any specific percentage of such price.

19.4 If the prices on a market, exchange or trading platform are distorted, for example during a short-term price spike, or during pre-market, post-market, or intra-day auction periods, we may reflect similar prices in our quotes, but we are under no obligation to do this.

19.5 When the underlying market or exchange is closed, our quotes may reflect what we believe to be the current bid

and ask price of the relevant product or, if you are trading a CFD, the underlying product, at that time, but we are under no obligation to do this.

19.6 Quotes are updated continuously, so the price may change between the time you place your order and when it is executed. We will inform you of the execution price.

19.7 If we determine that a quote, execution price or transaction was affected by a Manifest Error, including but not limited to an obvious pricing error, stale price, incorrect market data, system malfunction, technological failure, liquidity provider error, third-party data error, or any other circumstance resulting in a price that materially differs from the price that would otherwise have prevailed, we reserve the right, at our sole discretion, to cancel, void, amend, correct or reverse any affected transaction, order, position, profit, loss or account adjustment. Any such determination will be made acting reasonably, in good faith, and in accordance with Applicable Law.

20. Entering transactions – Placing an order

20.1 When you use our Trading Services, you will place an order. An order is any request placed by you with us to purchase or to sell or otherwise deal in financial products, which may include stop loss order and/or take-profit order or such other order as may be available on the trading platform from time to time. We will then need to accept your order for it to take effect.

20.2 You can place an order by using our platform.

20.3 We will execute orders that are received from your EPIDI account, and which we believe are from you, or authorized by you. Please be careful when making an order. If you place orders by accident or in error, for example if you place multiple orders which are the same, we will assume that you did this on purpose and we will execute them without checking this with you.

20.4 Once we accept your order, we will execute it in accordance with any specific instructions that you give. This is called a trade. The instructions which are available on our platform may change from time to time, but may include market orders, limit orders, take profits and stop losses. For more information on how you can place an order, the instructions that you can give, and how we may execute your order, please read our Best Execution and Order Handling Policy.

20.5 We cannot guarantee that your execution price will match your order price, including where you have placed a take profit and/or stop loss order. This is because the market may be volatile and/or the price may have moved up or down between the time that you place your order (including where a take profit and/or stop loss order has been triggered) and the time that we execute your order. This is known as slippage. When this happens, we will execute your order at the next best price and in accordance with our Best Execution and Order Handling Policy.

20.6 If you have placed an order during:

(a) times in which the market of the underlying is suspended (for example, during the weekend or at off-market hours, suspension due to market conditions or due to any other event in which the underlying market is suspended), and/or

(b) during the time the market was open, however, your order is triggered shortly following a suspension, then the applicable order you have placed will be executed as soon as is reasonable under the circumstances when trading resumes. We do not guarantee that your order will be executed at the first available underlying market price at commencement of trading or within any specific range compared to other market prices which may be available to you from other sources. We are not liable for any loss or for other claims which you may have in connection with such orders.

20.7 We will execute orders received during trading hours. Different products have different trading hours, and these are available on our website. It is your responsibility to ensure you are aware of the trading hours for the product you are trading. We may agree to execute orders outside of business hours, at our discretion.

20.8 Where you place an order outside of market hours, or where the product you are trading has a 24/7 market, but your order is placed during a period where there is limited trading (for example during the weekend), the availability of the different functionalities which we may provide as part of our Services, including instructions which you may give in respect of a trade, may be delayed or may not be available. We are not liable for any loss which results from your inability to access or provide certain trading functionalities and instructions.

20.9 You shall comply with any restrictions that we notify you from time to time with respect to your activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to our Quote. You acknowledge that we may offer to and impose on each Client, in our sole discretion, different terms and restrictions with respect to their use of the Trading Platform.

20.10 You acknowledge that the Trading Platform is independent of any Underlying Markets and we are under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that the triggering of your Order is linked to the prices quoted on the Trading Platform, not the prices quoted elsewhere on the relevant Underlying Markets and the Company does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted on our Platform during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in our reasonable opinion may give

rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant Underlying Markets, and you acknowledge that a Transaction may be triggered even though:
(a) an Underlying Market never traded at the level of your Transaction; or
(b) the Underlying Market did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Underlying Markets.

20.11 When you place an Order on the Trading Platform, you agree that you are not dealing with a recognized exchange.

20.12 You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.

20.13 You acknowledge that each Transaction is made for a specified number of units that constitute the Underlying Asset. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set, in our sole and absolute discretion, the "Unit Amount" for each Underlying Asset.

20.14 Each Position opened by you, and any Transaction completed, will be binding on you notwithstanding that by opening the Position you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.

20.15 You may request a Quote to open or close a Position for a particular Underlying Asset, at any time during the Trading Hours for such Underlying Asset. We will be under no obligation to but may, in our absolute discretion, provide a Quote and accept and act on your offer to open or close a Position for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases, Transactions may only be traded during the time when the relevant Underlying Market is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Underlying Asset. It is your responsibility to ensure you are aware of which Underlying Asset may be affected.

20.16 Without prejudice to any of our rights hereunder, if, prior to the acceptance of your Order to open or close a Position, we become aware that any of the factors set out in paragraph 20.15 herein, has not been met, we reserve the right to reject your Order outright. If we have, nevertheless, already opened or closed a Position prior to becoming aware that a factor set out in paragraph herein has not been met, we may, in our discretion, either treat such a Transaction as void from the outset or close the Open Position at our then prevailing price. However, we may, in our absolute discretion, allow you to open or, as the case may be, close the Open Position in which case you will be bound by the opening or closure of such Position, notwithstanding that the factors were not satisfied.

20.17 The factors referred to in paragraph 20.16 include the following:
(a) the quote must be obtained via the Trading Platform or by such other means as we may from time to time notify you;
(b) your offer to open or close the Position must be given while the quote is still valid;
(c) the Quote must not contain a Manifest Error;
(d) when you offer to open a Position, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this Agreement;
(e) when you offer to close part but not all of an open Position both the part of the Position that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform;
(f) Force Majeure Event must not have occurred when you offer to open or close a Transaction, which affect the execution of the Transaction;
(g) An Event of Default must not have occurred in respect of you;
(h) when you offer to open any Position, the opening must not result in your exceeding any Initial or Maintenance Margin amount, credit or other limit placed on your dealings;
(i) subject to paragraph 16.12 herein, your offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which you offer to open or close the Position;
(j) the internet connection or communications are not disrupted;
(k) there is no request of regulatory or supervisory authorities of Cyprus or a court order to the contrary;
(l) the legality or genuineness of the Order is under not under doubt;
(m) there are Normal Market Conditions; and
(n) any other reasonable factor that we, in our sole discretion, notify you from time to time.

20.18 The Company will make reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

21. Entering transactions – Modifying/ cancelling your order, or us not accepting your order

21.1 You may request to cancel or modify an order which we have not executed. However, we cannot guarantee that we will be able to carry out your request. This will depend on the product that you are trading. Please read the Schedule that applies to your order for more information about this.

21.2 We are not required to accept every order that you make and reserve the right to decline any order or transaction. If we have accepted your order, we are not required to execute every accepted order. We provide below a non-exhaustive list of examples of situations where we may not accept an order, not execute or complete an order, or

cancel an order:

(a) if we believe the security of your EPIDI account is at risk, or if we are concerned about unauthorized or fraudulent use of your EPIDI account, including where we believe someone may be using your account without your permission;
(b) if you do not have sufficient funds in your EPIDI account to cover the maximum potential loss associated with your order, together with any applicable fees, charges, or margin requirements;
(c) if we believe that there is an error with your order, including where the order is unusually large or inconsistent with your previous trading activity;
(d) if the order is unusual in size, nature, or volume, or otherwise inconsistent with normal trading activity;
(e) where there is an error with the quote provided, including where the quote is manifestly incorrect, materially different from prevailing market conditions, or clearly erroneous;
(f) where there is a change in Applicable Law or regulatory requirements, including where the underlying instrument or transaction is impacted by sanctions, anti-money laundering rules, or other legal or regulatory restrictions;
(g) where a Corporate Event affects the underlying instrument;
(h) where an exchange, liquidity provider, or other relevant third-party requests or recommendations that the order be cancelled or not executed;
(i) where you breach the rules of trading set out in this Agreement;
(j) where an Event of Default occurs; and/or
(k) where an Exceptional Event occurs.

21.3 We may, where required, place limits on the minimum and/or maximum order sizes that we accept on our platform, as well as the number or volume of orders that we will accept from our clients or clients' accounts.

21.4 If we do not accept your order, complete or execute your order, or cancel your order, we will inform you by making such information available on our trading platform, unless there is a legal reason that we cannot provide this information to you. If we have charged you a fee as part of the order, we will refund that amount to your EPIDI account. If there were no fees or charges, then no refund would be given.

21.5 If we have executed your order, and therefore a transaction has occurred, we may take corrective actions and either modify the transaction or void the transaction under the scenarios listed in Clause 21.2 above.

21.6 We will not be responsible for any losses you incur as a result of any actions or inactions taken by us in accordance with this Clause 21 – "Entering into transactions – Modifying your order, cancelling your order, or us not accepting your order".

21.7 We reserve the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of our fraud or wilful default, we will not be liable to you for any loss, cost, claim, demand, or expense following any Manifest Error.

21.8 Use of any robots, spiders or other automated data entry system with the Trading Platform is expressly prohibited, unless you receive express written consent by the Company prior to activating the robot. All Transactions must be completed manually by you.

21.9 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to always be aware of his positions.

21.10 Insolvency. If a company whose Underlying Asset forms the CFD goes into insolvency or is otherwise dissolved, we shall close any such of your open Transactions in CFD of that Underlying Asset. The closing date shall be the date of insolvency.

22. Lien

22.1 The Company shall have a general lien on all funds held by the Company on the Client's behalf until the satisfaction of the Client's obligations.

23. Order Types and Execution Mechanics

Order Types

23.1 The Company may make available various order types through the Platform, including but not limited to market orders and any other order types as may be introduced from time to time.

23.2 A market order is an instruction to execute a transaction immediately at the best available price at the time of execution.

23.3 Stop-loss and take-profit orders are designed to close positions when a specified price level is reached, but execution at the exact specified price is not guaranteed unless otherwise stated in case of a promotion effect.

Triggering of Orders

23.4 Orders may be triggered based on the bid price, ask price, or last traded price, depending on the type of instrument and the order.

23.5 The Company may determine the price source used for triggering orders, acting reasonably, in good faith, and in accordance with its Best Execution and Order Handling Policy. Such price source may differ from prices displayed on external platforms or venues.

Execution and Slippage

23.6 Execution of orders is subject to market conditions, including volatility, liquidity, and price movements.

23.7 The execution price may differ from the price requested by you. This difference is known as slippage and may be positive or negative.

23.8 Slippage may occur during periods of high volatility, low liquidity, rapid price movements, or technical delays.

Partial Execution

23.9 Orders may be executed in full or in part.

23.10 Where partial execution occurs, the remaining portion of the order may be executed separately or may remain pending, depending on the order type and market conditions. Partial executions may occur because of Card transactions, Send Asset transactions, promotional allocations, corporate actions, or other Platform functionality. The platform itself does not allow the USER to execute orders in partial execution.

Gapping and Market Conditions

23.11 In certain market conditions, including but not limited to market openings, news events, or periods of low liquidity, prices may move significantly between ticks ("gapping"). In such cases:

(a) orders may be executed at the next available price.
(b) stop-loss orders may not limit losses to the specified level; and
(c) limit orders may be executed at more favourable prices but are not guaranteed to be executed.

23.12 The Company does not guarantee that:

(a) any order will be executed.
(b) any order will be executed at the requested price or
(c) any order will be executed within a specific timeframe.

23.13 Execution is subject to acceptance by the Company and the availability of sufficient liquidity.

Order Priority and Handling

23.14 Orders are handled in accordance with the Company's Best Execution and Order Handling Policy.

23.15 The Company may, where permitted by Applicable Law:

(a) aggregate your orders with those of other clients or their own orders; or
(b) split your orders for execution purposes.

23.16 Such actions may result in you receiving a less favourable or more favourable execution outcome.

Client Responsibility

23.17 You are responsible for selecting the appropriate order type and for understanding how your orders will operate under different market conditions.

23.18 You acknowledge that improper use of order types may result in unintended losses.

24. Transactions records

24.1 Information about your trading activities, which include records of the trades that you've concluded, your open positions, margin, cash balances as well as other information about your trades and orders, is available online in your EPIDI account (we call this "**Account Information**"). We are under no obligation to provide this information in hard copy or by email.

24.2 If you believe there is an error in your Account Information, you must notify us as soon as possible and no later than 48 hours after the day on which the Account Information is made available. Otherwise, Account Information will be deemed conclusive evidence of your transactions, concluded trades, open positions, margin, and cash balances.

24.3 We are required to keep your records, including the Account Information, for at least five years after your EPIDI account is closed. This period may be extended by Applicable Law or agreement between us in writing. We may retain and use such records in accordance with Applicable Law, our regulatory obligations, and our Privacy Notice.

25. Fees and additional charges

25.1 We may charge fees in connection with your use of the Services. These may include inactivity fees, trading fees, commissions, spreads, and other charges as described below and any other charges that the company has informed you of.

25.2 Fees may be payable by you by the Trading Platform is continually provided to you for trading, regardless of your actual use. If there are no transactions (deposits, withdrawals or trading activity) on your Trading Account for a period of at least two (2) months or more, the Company reserves the right to charge a monthly inactivity fee on your Trading Account, in return for the provision of the continued availability of your Trading Account. You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. Details of the inactivity fee are available on our website.

25.3 If the Trading Account is inactive for two (2) years or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

25.4 Additional fees may apply depending on the Services you use. For example:

(a) CFD trading may be subject to overnight or borrowing fees (see Schedule A – Trading CFDs).

25.5 For full details of all applicable commissions, charges, fees, and costs, please refer to the relevant Schedule and our website. We may update such charges from time to time, and it is your responsibility to remain informed.

25.6 You acknowledge that all amounts due to us may be deducted directly from your EPIDI account balance.

25.7 When you enter a transaction, the Company may apply a spread. A spread is the difference between the buy and sells price. The spread varies depending on the product, market conditions, and Service.

25.8 The spread displayed at the time of order placement is indicative only and may change before execution due to market conditions.

25.9 In addition to spreads, commissions may be charged depending on the product and Service. Details of applicable commissions are available on our platform.

25.10 Spreads and commissions may vary depending on factors such as market conditions, liquidity, client classification, or applicable commercial arrangements.

25.11 Spreads may widen during periods of increased volatility, reduced liquidity, or outside standard market hours.

25.12 In consideration for access to and use of the EPIDI platform, its technology, infrastructure, features, products, and services, the Company may charge a technology fee, platform fee, subscription fee, service fee, functionality fee, or any other fee as disclosed on the EPIDI platform, applicable Schedule, Fee Schedule, or our website. Such fees may be charged periodically, including every 30 days, and may be calculated as a fixed amount, a percentage of account value, equity, assets held, transaction value, or any other methodology determined by the Company and disclosed to you from time to time. By using the Services, you agree to pay all such applicable fees.

25.13 Where you are issued with, apply for, or use a payment card, debit card, prepaid card, virtual card, or any other card-related product made available through the EPIDI platform, additional card-related fees may apply. Such fees may include, but are not limited to, card issuance fees, replacement card fees, renewal fees, monthly or annual maintenance fees, transaction fees, foreign exchange fees, currency conversion fees, ATM withdrawal fees, inactivity fees, chargeback fees, dispute handling fees, expedited delivery fees, and any fees imposed by card schemes, issuers, payment processors, or third-party service providers. Details of applicable card fees are available on the EPIDI platform, relevant Schedule, Fee Schedule, or our website and may be amended from time to time in accordance with this Agreement.

25.14 The Company may charge fees in connection with deposits, withdrawals, transfers, currency conversions, payment processing services, or other funding activities. Such fees may include fees charged by payment service providers, banking institutions, card issuers, card schemes, blockchain networks, liquidity providers, partners, affiliates, introducing brokers, technology providers, or other third parties involved in facilitating the transaction. The Company may retain all or part of such fees, rebates, commissions, mark-ups, revenue shares, or similar remuneration received from such parties.

Dynamic Pricing and Fee Structure

25.15 The Company operates a dynamic pricing model.

25.16 Spreads, commissions, fees, and other charges may vary at any time and are not fixed.

25.17 Pricing may be influenced by a range of factors, including but not limited to:

(a) market conditions and volatility.
(b) liquidity and availability of counterparties.
(c) instrument type.

(d) trade size and volume.
(e) client classification.
(f) Jurisdiction.
(g) risk exposure; and
(h) commercial arrangements, including relationships with Partners or Introducing Brokers.

25.18 Different clients may receive different pricing, spreads, commissions, or trading conditions.

25.19 Such differences may arise from commercial arrangements, including Partner or Introducing Broker agreements.

25.20 Pricing, spreads, commissions, and fees may change at any time, including:
(a) before order placement.
(b) between order placement and execution; and/or
(c) during the lifetime of a position.
(d) Thid party charges fees (payment providers etc)

25.21 Displayed pricing at any given time is indicative only and may not reflect the final execution price or applicable costs.

25.22 The Company does not guarantee that pricing, spreads, or fees will remain consistent over time or between transactions.

25.23 You are responsible for reviewing applicable pricing and costs before entering any transaction.

25.24 By placing an order, you accept the pricing and charges applicable at the time of execution.

25.25 The Company shall not be liable for any loss except where required under Applicable Law, arising from:
(a) changes in pricing, spreads, commissions, or fees.
(b) differences in pricing between clients or
(c) the application of Partner markups or commercial arrangements.

26. Rules of trading

26.1 There are rules which you need to follow when using our Services. These are:
(a) you must not reverse engineer or circumvent any security measures on the trading platform.
(b) you must not use any software, artificial intelligence, ultra-high-speed systems, or mass data entry techniques which may manipulate, game, abuse, or give you an unfair advantage when using our systems or Services.
(c) you will not enter trades which are intended to manipulate or abuse the operation of our platform, including placing offsetting trades solely for the purpose of exploiting system behaviour or pricing anomalies.
(d) you will not enter into transactions or combinations of transactions, such as holding long and short positions in the same or similar instruments at similar times, either by you or by acting in concert with others, including between connected accounts or accounts held with different entities within the EPIDI Group, which are intended to manipulate the EPIDI trading platform for gain.
(e) you will not act in an unfair, abusive, manipulative, or illegal manner when using our Services, including, where applicable, abusive trading strategies such as latency arbitrage or other forms of market abuse.
(f) you will not enter trades aimed at exploiting errors in prices and/or conclude trades at off-market prices.
(g) your orders must not violate exchange rules or securities or commodities laws, regulations, or rules, and must not be intended to defraud or manipulate the market.
(h) you will not enter trades aimed at exploiting errors in execution errors or execute trades that raised from errors in deposits, send assets to friends or withdrawals or from anything else that the execution has occurred from errors in the system.

26.2 If you make money by breaching the above rules, we may not pay that money to you or, if we have paid that money, we may deduct it from your EPIDI account.

26.3 If you breach any of the above rules, we may record such breach. We may also cancel your orders, freeze, block and/or terminate our Services, your EPIDI account, and/or our Agreement with you. We may, but are not required to, give you notice of this, subject to any Applicable Law.

Execution Timing, Latency and Delays

26.4 You acknowledge that there may be a delay between the time you submit an order and the time it is received, processed, and executed by the Company. Such delays may be caused by, including but not limited to:
(a) internet connectivity issues.
(b) system latency.
(c) high trading volumes.
(d) technical processing time.
(e) third-party system or infrastructure delays; and
(f) market conditions.

No Real-Time Guarantee

26.5 Prices displayed on the Platform are indicative and may change at any time.

26.6 The price at which your order is executed may differ from the price displayed at the time you placed the order.

Order Processing

26.7 Orders are processed sequentially and may be subject to queueing or prioritization based on system capacity and operational considerations.

26.8 The Company does not guarantee immediate or real-time execution of any order.

Stale or Delayed Prices

26.9 Where there is a delay in price updates or execution, the Company reserves the right to:

(a) execute the order at the next available price.
(b) reject the order; or
(c) cancel the order.

Hedging, Netting and Set-Off

26.10 The Company may, acting reasonably and in accordance with Applicable Law, allow or restrict the holding of opposing positions in the same or related instruments.

26.11 Where opposing positions are held, the Company may apply netting, margin offsets, or other risk management measures.

26.12 The Company reserves the right to determine how such positions are treated for margin, exposure, and execution purposes.

26.13 Clients must not engage in strategies intended to exploit pricing, margin, or system behaviour using offsetting or connected positions.

26.14 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set off and cancel each other.

26.15 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

26.16 The Company has the right to combine all or any Trading Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

26.17 It should be noted that the Company does operate on a "negative balance protection" basis. This means that the Client cannot lose more than his/her overall investment in each Trading Account.

Platform Interaction

26.18 Actions taken by you on the Platform, including clicking, tapping, or submitting an order, do not guarantee execution at the displayed price or at the time of submission.

No Liability

26.19 To the extent permitted by Applicable Law, the Company shall not be liable for any loss arising from:

(a) delays in order transmission or execution.
(b) differences between displayed and executed prices.
(c) system latency or technical delays or
(d) any resulting inability to execute orders at the desired time or price.

27. Market Disruption and Trading Suspension

27.1 The Company may, where required, determine that abnormal or disrupted market conditions exist. Such conditions may include, but are not limited to:

(a) extreme market volatility.
(b) rapid price movements.
(c) lack of liquidity.
(d) suspension or closure of underlying markets or exchanges.
(e) failures or delays in pricing feeds or liquidity providers.
(f) system errors or technical issues; or
(g) any circumstance that prevents the Company from maintaining an orderly market.

27.2 Trading Restrictions, where the Company determines that such conditions exist, may, without prior notice and where reasonably required:

(a) suspend or restrict trading in any instrument or account.
(b) refuse or delay the execution of orders.
(c) widen spreads or adjust pricing.
(d) impose trading limits, including limits on position size or order frequency.
(e) disable or limit certain order types or functionalities.
(f) close, cancel, or void orders or positions.
(g) adjust margin requirements or leverage levels; and/or
(h) take any other action necessary to manage risk or ensure orderly operation of the Platform.

27.3 Execution During Disruption, During periods of market disruption:

(a) execution may be delayed.
(b) prices may change rapidly.
(c) orders may be executed at significantly different prices than requested.
(d) liquidity may be limited or unavailable; and
(e) certain functionalities of the Platform may not be available.

27.4 The Company shall not be liable for any loss, cost, or damage arising from:

(a) - actions taken under this Clause.
(b) - the occurrence of market disruption.
(c) - the suspension or restriction of trading or
(d) any resulting inability to execute, modify, or close orders.

27.5 You acknowledge and accept that market disruption is inherent in financial markets and that the Company has broad discretion to take necessary actions in such circumstances.

27.6 We may specify on the Trading Platform expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies such a time of expiration for an Underlying Asset, you hereby authorize us to close any open Transactions with respect to such an Underlying Asset at the price quoted on the Trading Platform at such time.

27.7 The Company reserves the right in case you maintain five hundred (500) or more Open Positions at any point in time) merge any Open Positions as and where applicable (the so called "Portfolio Compression").

28. Force Majeure

28.1 We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the FX and CFDs in respect of which we deal on the Trading Platform;
(b) act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
(c) labour disputes and lock-out which affect the operations of the Company;
(d) the suspension or closure of any Underlying Market or the occurrence, abandonment or failure of any Underlying Asset on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
(e) suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
(f) a financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
(g) the occurrence of an excessive movement in the level of any Transaction and/or Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;
(h) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
(i) the failure of any relevant supplier, Financial Institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Underlying Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

28.2 If we determine that a Force Majeure Event exists, we may, in our absolute discretion, without notice and at any time take one or more of the following steps:

(a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
(b) Take or omit to take all such other actions as the Company deems to be appropriate in the circumstances with regard to the position of the Company, the Client, and other clients.
(c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
(d) Cancel any Client Orders.

(e) Refuse to accept Orders from Clients.
(f) Inactivate the Client Account.
(g) Increase Margin requirements without notice.
(h) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.
(i) Increase Spreads.
(j) Decrease Leverage.
(k) Change Stop Out Level.

28.3 You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to paragraph 21.2 if we decide to take such action. The Parties shall be released of all responsibilities for partial or full nonfulfillment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Client Agreements were concluded.

29. Platform, Pricing and Execution Risks

29.1 The EPIDI platform is not an exchange, market, or multilateral trading facility. All prices displayed on the platform are provided by the Company or its liquidity providers and may differ from prices available on other platforms, brokers, or markets. Accordingly:
(a) you may only enter into transactions with us through the platform, and not with third parties.
(b) all trades opened on the platform must be closed on the platform.
(c) any financial instruments or products acquired on the platform may only be sold or closed through the platform, and not via any third-party platform.
(d) you will generally not be able to transfer financial instruments or assets into or out of your Epidi account, or to any third party. However, we reserve the right, acting reasonably and in accordance with Applicable Law, to enable such functionality, including transfers between your Epidi account and electronic wallets operated by an Epidi affiliate.
(e) prices displayed on the platform may differ from prices available from other brokers, market participants, exchanges, or trading venues.

29.2 By using the platform, you acknowledge that prices, spreads, and execution outcomes may vary and that you should not rely on price comparisons with external sources.

29.3 The Client acknowledges that displayed prices are indicative only and shall not be relied upon for guaranteed execution levels.

29.4 The Company may derive pricing from a combination of external market data, liquidity providers, and internal pricing mechanisms. Such prices may be adjusted to reflect spreads, mark-ups, or execution costs applied by the Company.

29.5 In the event of platform interruption or unavailability, open positions may continue to be exposed to market movements, and the Client may be unable to modify or close positions until service is restored.

29.6 Slippage may result in either positive or negative price execution relative to the requested order price.

29.7 We do not guarantee that orders will be executed at the requested price. Execution may be affected by market conditions, volatility, liquidity, and technical factors, including delays, slippage, or partial fills.

29.8 The availability and performance of the platform depend on technology, internet connectivity, and third-party systems. Delays, interruptions, or failures may occur, which may impact your ability to place, modify, or close orders.

29.9 We shall not be liable for any loss arising from:
(a) delays or failures in transmission of orders.
(b) technical errors or system interruptions.
(c) pricing discrepancies.
(d) latency or connectivity issues.
(e) any circumstances outside our reasonable control.

29.10 We reserve the right, where we consider it necessary for operational, risk management, or compliance purposes, to:
(a) reject, cancel, or amend orders.
(b) correct any pricing errors.
(c) suspend or restrict access to the platform.

29.11 You acknowledge that all trading activity is conducted at your own risk and that the Company does not guarantee uninterrupted or error-free operation of the platform.

30. Execution Factors

30.1 When executing your orders, the Company will take all sufficient steps to achieve the best possible result for you, considering factors including:
(a) price
(b) costs

(c) speed of execution
(d) likelihood of execution and settlement
(e) size and nature of the order
(f) any other relevant consideration

30.2 For the purposes of Best Execution, the Company may determine the relative importance of execution factors based on prevailing market conditions, order type, and Client classification. The Company does not guarantee that price will be the primary determining factor in all cases.

30.3 The Client acknowledges that the Company is not required to disclose the identity of liquidity providers, execution venues, or counterparties involved in order execution.

30.4 Order aggregation may result in execution prices that differ from individual order expectations due to averaging effects across multiple Client or proprietary orders.

30.5 The Company may function as principal to your transactions and may execute orders outside a regulated market, multilateral trading facility (MTF), or organized trading facility (OTF). You acknowledge that:
(a) prices are determined by the Company and may include mark-ups, spreads, or adjustments.
(b) execution may be subject to slippage, particularly during periods of volatility, low liquidity, or market disruption.
(c) the Company may aggregate your orders with those of other clients or its own orders, where permitted under Applicable Law.

31. Negative Balance Protection and Margin Close-Out

31.1 For retail clients, the Company provides negative balance protection in accordance with Applicable Law. This means that, where applicable, your total losses in relation to trading in leveraged products, such as CFDs, should not exceed the total funds available in your trading account.

31.2 Negative balance protection applies on a per-account basis and is intended as a safeguard against adverse market conditions.

31.3 The Company applies a margin close-out rule, whereby your positions may be automatically closed when your account equity falls to a certain percentage of the required margin.

31.4 The Company may determine the timing and sequencing of margin close-out actions at its discretion based on real-time risk monitoring and system execution capabilities.

31.5 In particular, for retail clients trading in CFDs, positions may be closed when your account equity falls to 50% or less of the required margin for open positions, in accordance with Applicable Law.

31.6 You acknowledge that, due to market conditions, volatility, or gaps, losses may occur rapidly and positions may be closed automatically without prior notice.

31.7 The Company shall not be liable for any loss arising from the application of margin close-out rules or negative balance protection, except in cases of fraud, wilful misconduct, or gross negligence.

31.8 The Company may determine misuse or abuse of Negative Balance Protection based on internal risk monitoring systems, trading patterns, and reasonable inference derived from Client activity.

Abuse of Negative Balance Protection

31.9 The negative balance protection provided to retail clients is intended solely as a safeguard against adverse market conditions and is not designed to be used as a risk management strategy.

31.10 The Company reserves the right to monitor trading activity and to take appropriate action where it reasonably believes that a client is engaging in practices that may constitute misuse, abuse, or circumvention of negative balance protection.

31.11 Such practices may include, without limitation:
(a) entering into positions shortly before major economic announcements or events and closing them immediately after in a manner intended to benefit from market volatility or negative balance adjustments.
(b) placing offsetting or opposing positions across multiple accounts, including accounts linked by common ownership, control, or IP address.
(c) opening positions near market closure or during periods of reduced liquidity with the intention of exploiting gap risk.
(d) engaging in trading strategies involving relatively small deposits to obtain disproportionate market exposure while limiting personal financial risk.
(e) repeatedly depositing funds following losses in a manner that suggests reliance on negative balance protection rather than prudent risk management.

31.12 Where the Company reasonably determines that such behaviour has occurred, it may, where reasonably required

and in accordance with Applicable Law:

(a) refuse, withhold, or reverse any negative balance adjustment.
(b) restrict, suspend, or terminate the Client's account.
(c) impose trading restrictions, including reductions in leverage or exposure limits.
(d) void, cancel, or adjust transactions, profits, losses, credits, or negative balance adjustments which the Company reasonably determines arose directly from such conduct.

31.13 The Company shall not be liable for any loss arising from actions taken under this clause, provided that such actions were taken reasonably, in good faith, and in accordance with Applicable Law, except in cases of fraud, wilful misconduct, or gross negligence.

31.14 In the event of conflict between execution outcomes, pricing mechanisms, platform availability, or risk controls, the Company's determination of appropriate action shall prevail, acting reasonably and in accordance with Applicable Law.

PART 3 – SOCIAL ENGAGEMENT ("ESE")

32. Copying Trades and Suitability Test

32.1 Before you can engage in ESE copy trading, we are required, where applicable, to assess whether ESE services are suitable for you (the "Suitability Assessment"). The detailed suitability, allocation, copying logic, execution mechanics, limitations, and risk disclosures for ESE are set out in Schedule F – Social Engagement ("ESE").

32.2 You agree and acknowledge that the Appropriateness Assessment and/or Suitability Assessment are performed on the basis of information and documents provided by you. You must provide us with up-to-date, accurate, complete, and not misleading information to enable us to conduct each assessment, where required under Applicable Law.

33. Copying Logic

33.1 Detailed copying logic, allocation methodology, recalculation, termination, and execution rules are set out in Schedule F – Social Engagement ("ESE").

33.2 When a user elects to copy a Leader, the size of each copied transaction shall be determined by reference to the ratio between the amount allocated by the follower to the copy relationship and the Leader's equity at the time the copy relationship is established or subsequently recalculated. Unless otherwise specified by the Company, copied positions will be opened proportionately based on such ratio so that the follower's exposure reflects, as closely as reasonably possible, the relative exposure of the Leader.

33.3 If the follower subsequently deposits additional funds into the allocated copy relationship, withdraws funds, increases or decreases the allocated amount, or otherwise changes the capital available for copy trading, the Company may recalculate the applicable copy ratio using the updated allocated amount and the most recently determined equity of the Leader. Any recalculated ratio shall apply only to future copied transactions and shall not automatically modify, rebalance, increase, reduce, or close positions that were opened prior to such recalculation unless the functionality of the EPIDI platform expressly provides otherwise.

33.4 The Company may determine the methodology for calculating Leader equity, follower allocation, copy ratios, position scaling, rounding adjustments, minimum trade sizes, fractional exposures, leverage adjustments, and other execution parameters, acting reasonably, in good faith, and in accordance with Applicable Law. The Company does not guarantee that copied positions will precisely replicate the size, exposure, performance, profit, or loss of the Leader and may apply operational, risk management, regulatory, or technical adjustments where reasonably necessary. For the avoidance of doubt, funds allocated by followers for copy trading purposes are separate from, and shall not form part of, any Leader's Reference Account.

33.5 A follower may terminate a copy relationship with a Leader at any time through the EPIDI platform, subject to any applicable restrictions or conditions. Upon termination of the copy relationship, the Company may close all open positions associated with that Leader, cancel any pending copied orders, and terminate any future copying activity relating to that Leader with the next available price update.

33.6 Where a Leader is suspended or removed from the copy trading service, including as a result of the applicable Reference Account failing to maintain the required minimum balance, the Company may terminate all affected copy relationships, cease copying any future transactions of that Leader, close any associated copied positions, cancel pending copied orders, and return any de-allocated funds to the relevant followers in accordance with Clause 37.5.

33.7 Upon termination of a copy relationship, any capital allocated to the relevant Leader, together with any realised profits or losses attributable to the copied positions, shall be de-allocated from the copy relationship and returned to the follower's available account balance for investment, subject to the settlement of any open transactions, applicable fees, charges, margin requirements, or other obligations owed to the Company.

33.8 Where positions are required to be closed as a result of the termination of a copy relationship, the Company may close such positions on a first-in, first-out ("FIFO") basis or in such other manner as it reasonably determines is appropriate to achieve best execution, comply with Applicable Law, manage risk, or ensure the orderly operation of the EPIDI platform. The timing and execution price of any closing transaction may differ from that of the Leader, and the Company does not guarantee that the follower will achieve the same performance, profit, loss, or execution outcome as the Leader.

34. EPIDI Social Platform and Information Available on the EPIDI Platform

34.1 When you open an EPIDI account, you may have access to the EPIDI Social Platform, which allows users to share information, insights, opinions, trading activity, content, and other interactions with other users and with us. You may also have access to information, data, analytics, and content which we make available on the EPIDI platform.

34.2 Content which you post on the EPIDI Social Platform

34.3 When you post content on the EPIDI Social Platform, you must comply with our Social Platform Guidelines, Community Standards, Acceptable Use Policy, or any other policies published on our website from time to time.

34.4 In addition to such policies:

(a) you must ensure that all content posted by you belongs to you or that you have the necessary rights, permissions, licences, and authority to publish such content;

(b) you must not publish personal, confidential, security, account, authentication, or other sensitive information relating to yourself or any other person;
(c) you must not provide regulated investment advice, portfolio management services, financial promotions, or any other activity requiring regulatory authorisation unless expressly authorised to do so;
(d) you must not represent that EPIDI, its affiliates, employees, officers, partners, or representatives endorse, approve, verify, or guarantee your content;
(e) you must not advertise, solicit, market, promote, or otherwise conduct commercial activity without our prior written consent;
(f) you must not post any content which is unlawful, abusive, threatening, defamatory, misleading, fraudulent, discriminatory, hateful, offensive, obscene, harassing, or otherwise inappropriate.

34.5 We may monitor, review, restrict, suspend, remove, edit, archive, or otherwise moderate any content, activity, communication, profile, or interaction occurring on the EPIDI Social Platform. We may suspend or terminate your access to the EPIDI Social Platform or your EPIDI account where we reasonably determine that you have breached these Terms, our policies, Applicable Law, or where we consider such action necessary for the protection of users, the integrity of the platform, or regulatory compliance.

34.6 By posting content on the EPIDI Social Platform, you grant EPIDI a perpetual, irrevocable, transferable, sublicensable, royalty-free, worldwide licence to use, reproduce, modify, distribute, display, publish, store, analyse, and otherwise utilise such content for operational, commercial, promotional, compliance, research, product development, marketing, and other lawful business purposes without compensation to you.

34.7 Information, opinions, statistics, rankings, leader performance, trading activity, user-generated content, commentary, insights, communications, and other content displayed on the EPIDI Social Platform do not constitute investment advice, investment recommendations, personal recommendations, portfolio management services, endorsements, guarantees, or representations by EPIDI.

34.8 We may make available market information, market prices, performance statistics, rankings, analytics, charts, indicators, news, headlines, research, newsletters, third-party content, links, and other information ("Market Data"). Such information may be provided by third parties and may be delayed, inaccurate, incomplete, unavailable, or subject to change without notice.

35. ESE Execution

35.1 When you elect to copy a Leader through ESE, you acknowledge and agree that transactions will be executed automatically in accordance with the trading activity, strategy, settings, parameters, and instructions of the selected Leader, subject to your own copy trading settings and the functionality available on the EPIDI platform. By activating a copy relationship, you authorise the Company to automatically open, modify, reduce, increase, close, or otherwise manage positions on your behalf so as to replicate, as a whole or in part, the transactions of the selected Leader Detailed ESE execution terms, including automatic execution, execution differences, limits, protective measures, and risk controls, are set out in Schedule F – Social Engagement ("ESE").

35.2 You acknowledge that copied transactions may not be executed at the same price, time, volume, leverage, exposure, profit, or loss as those of the selected Leader. Differences may arise due to market conditions, liquidity, account balances, available margin, fractional allocations, execution delays, system limitations, risk controls, account settings, regulatory requirements, or any other relevant factor. The Company does not guarantee that your results will match those of any Leader. The performance information displayed in respect of a Leader is derived from the applicable Reference Account maintained by the Company and is provided for information purposes only. Such performance does not constitute a guarantee or representation that any follower will achieve the same or similar results.

35.3 The Company may impose limits, restrictions, risk controls, exposure caps, leverage limitations, position size limitations, asset restrictions, or other protective measures on any copied transaction where reasonably required. The Company may refuse, amend, reduce, delay, suspend, or terminate the execution of any copied transaction where it reasonably considers this necessary for risk management, regulatory compliance, market integrity, operational reasons, or the protection of clients or the Company.

35.4 Where a Leader's participation in the copy trading service is suspended or terminated, including where the applicable Reference Account fails to maintain the minimum balance required by the Company, the Company may suspend or terminate the execution of any further copied transactions relating to that Leader and take such actions as are provided for elsewhere in these Terms, including the termination of the relevant copy relationship.

PART 4 – CLIENT MONEY AND PROTECTION

36. Investor Compensation Fund

36.1 The Company is a member of the Investor Compensation Fund for Clients of Cyprus Investment Firms ("ICF"), in accordance with Applicable Law.

36.2 The ICF may provide compensation to eligible retail clients in the event that the Company is unable to meet its obligations arising from investment services due to financial circumstances such as insolvency, in accordance with Applicable Law.

36.3 The maximum compensation payable to an eligible client under the ICF is currently up to twenty thousand euros (€20,000), subject to the rules and conditions of the ICF.

36.4 The ICF applies only to regulated investment services provided by the Company in relation to financial instruments, including CFDs and securities.

36.5 Cryptoasset services are not regulated investment services under MiFID II, do not constitute financial instruments, and are not covered by the Investor Compensation Fund.

37. Safeguarding of Client Funds

37.1 We will hold client funds in accordance with Applicable Law, including the client money safeguarding rules of the Cyprus Securities and Exchange Commission ("CySEC").

37.2 Client funds will be held in segregated accounts with reputable credit institutions separate from the Company's own funds. Such accounts are designated as client accounts and are used solely for the purpose of holding client money.

37.3 While we take all reasonable steps to safeguard client funds, you acknowledge that funds held with third-party credit institutions may be subject to risks, including insolvency, resolution, or other failures of such institutions. Such risks are outside our control, provided that we have exercised due skill, care, and diligence in accordance with Applicable Law and the Company shall not be liable for such risks except where required under Applicable Law.

37.4 Client funds held in segregated accounts remain the property of the client and will not be used by the Company for its own account, except as permitted under Applicable Law or this Agreement.

37.5 In the event of the Company's insolvency, client funds held in segregated accounts will be treated in accordance with Applicable Law and will not form part of the Company's assets for distribution to creditors.

37.6 We may hold client funds on an omnibus basis. This means that your funds may be pooled together with those of other clients in a single account. In such cases, individual entitlements may not be separately identifiable by individual account at all times. In the event of a shortfall, you may share proportionally in any loss in accordance with Applicable Law.

37.7 We will perform regular reconciliation of client funds in accordance with Applicable Law.

37.8 We do not pay interest on client funds unless otherwise agreed or required under Applicable Law.

37.9 The Company may deposit client funds with institutions located within or outside the European Economic Area. Where funds are held outside the EEA, different legal and regulatory regimes may apply, and in the event of insolvency or similar proceedings affecting such institutions, your rights in relation to those funds may differ and may be reduced.

PART 5 – RIGHTS AND OBLIGATIONS IN SPECIAL CIRCUMSTANCES

38. Responsibility for loss

38.1 Subject to Applicable Law, EPIDI EU Ltd and its employees, agents, delegates or associates, shall not be liable for:

(a) any action or inaction taken in accordance with this Agreement, including those relating to order handling, set-off, Events of Default, or Exceptional Events;
(b) circumstances beyond our reasonable control, including any Exceptional Event;
(c) actions taken by any government, regulatory authority, or legal body;
(d) technical delays, system failures, data loss, or hardware malfunctions;
(e) any breach of this Agreement by you;
(f) the acts or omissions of any third party;
(g) any action taken to comply with Applicable Law;
(h) any indirect, incidental, or consequential loss;
(i) any loss arising from trading on a digital platform, including execution, pricing, or system risks; and
(j) any loss arising from planned or unplanned system maintenance.

38.2 Notwithstanding the above:

(a) nothing in this Agreement shall exclude or limit our liability or responsibility to you for any liability that cannot be excluded or limited under Applicable Law.

38.3 The Services, our platform, and the information we provide in our platform, are provided "**as is**" and "**as available**", without any representation or warranty of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in this Agreement.

39. Account Adjustments and Corrections

39.1 The Company reserves the right, at any time and without prior notice, to correct, adjust, or amend any entry, transaction, position, balance, or record in your EPIDI account where it reasonably determines that an error, omission, or discrepancy has occurred.

39.2 Such adjustments may arise from, including but not limited to:

(a) pricing errors or incorrect quotes.
(b) system or technical errors.
(c) delays or failures in execution.
(d) incorrect application of fees, charges, swaps, or financing.
(e) incorrect application of dividends, corporate actions, or adjustments.
(f) incorrect calculation or allocation of rebates, commissions, or partner remuneration.
(g) erroneous deposits, withdrawals, or transfers.
(h) duplicate or missing transactions; or
(i) any action required to comply with Applicable Law.

39.3 Adjustments may include, without limitation:

(a) reversing or amending transactions.
(b) correcting account balances.
(c) removing or reallocating profits or losses.
(d) adjusting or reclaiming rebates or commissions.
(e) correcting transfers between accounts; and
(f) restoring the account to the position it would have been in had the error not occurred.

39.4 Negative Balances and Recovery; Where an adjustment results in a negative balance on your EPIDI account, you agree to promptly repay any amount owed to the Company. The Company may recover such amounts by:

(a) deducting funds from your account.
(b) exercising rights of set-off in accordance with this Agreement; or
(c) taking any other lawful action.

39.5 The Company shall not be liable for any loss, cost, or damage arising from:

(a) any correction or adjustment made under this Clause; or
(b) any temporary discrepancy prior to correction.

39.6 You agree to cooperate with the Company in resolving any discrepancies and to promptly notify the Company if you become aware of any error or irregularity in your account.

40. Closing or blocking access to your EPIDI account and/or Services

40.1 You can close your EPIDI account at any time by sending us an email. Your EPIDI account will be processed within a reasonable timeframe after we receive your request. You may also close your EPIDI account via the settings section of our platform. Where your account includes open positions or pending transactions, closure may be subject to the completion or termination of such positions in accordance with these Terms and Conditions.

40.2 Where you provide notice to terminate this Agreement, we may, acting reasonably and in accordance with Applicable

Law, permit you to place new orders during the seven (7) day notice period and will subsequently execute and/or close such orders before the expiry of that period.

40.3 If you have open trades, you should close them prior to requesting account closure. Otherwise, we may close all open positions upon closure of your EPIDI account. We shall not be liable for any resulting losses.

40.4 We may also freeze, block, or terminate our Services and/or your EPIDI account if:

(a) we decide to stop providing you with Services.
(b) we require you to provide information to comply with Applicable Law or our internal procedures and you fail to do so, or the information provided is inaccurate, incomplete, or misleading.
(c) you breach the rules of trading. We explain our rules of trading in Clause 26 – "Rules of trading".
(d) an "Event of Default" occurs; and/or
(e) an "Exceptional Event" occurs.

40.5 We will take reasonable steps to provide you with appropriate notice if we freeze, block, or terminate our Services and/or your EPIDI account. However, there might be times when we are required to freeze, block, or terminate our Services and/or your EPIDI account without telling you in advance. We will do this if we reasonably believe that there is a security or regulatory risk, you have breached the Agreement, there is an Exceptional Event, we are required to do so by Applicable Law or by a regulator, and/or there is an application, order, resolution or another announcement in relation to a winding up/bankruptcy in which you are involved. The Company shall not be liable for any loss arising from such actions, except where required under Applicable Law.

41. Right of set-off, liens, and equitable charges

41.1 To the extent permitted under Applicable Law, we have the right to deduct (or set off) any amounts or liabilities that you owe us from the funds in your EPIDI account and/or to close your open positions, whether at a loss or a profit, and subsequently liquidate your EPIDI account to satisfy any liabilities payable by you. If you have more than one EPIDI account, we have the right to set off any amounts or liabilities that you owe us under one EPIDI account against the funds available in your other EPIDI accounts, or against the proceeds of the sale of assets that we hold for you in those accounts.

41.2 To the extent permitted under Applicable Law, we shall have a general lien and equitable charge over the assets that we hold for you and the funds in your EPIDI account until all amounts, fees, charges, and liabilities owed by you to us are fully paid. Your funds will continue to be treated as client money, and your assets will continue to be treated as client assets, in accordance with these Terms and Conditions, the applicable Schedules, and CySEC rules, until an "Event of Default" occurs and we decide to exercise our rights under such lien and/or equitable charge. An Event of Default is defined in Clause 42 – "Event of Default".

42. Event of Default

42.1 Each of the following will be an "**Event of Default**":

(a) you fail to pay us within seven days any fees, charges, and/or liabilities on your EPIDI account where we have requested such payment.
(b) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure commences against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm this in writing).
(c) you become subject to an administration order or have a receiver or similar officer appointed, or any such order is made, or proceedings are commenced in respect of any of your assets.
(d) we reasonably consider it necessary to prevent a breach of any Applicable Law (including, but not limited to, market abuse, gaming the system, or other abusive trading practices).
(e) you, or we reasonably believe that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or
(f) you have, or we reasonably believe that you have, acted in an unfair or abusive manner, for example, by breaching the rules of trading set out in Clause 26 – "Rules of trading".

42.2 If an Event of Default occurs, unless otherwise prescribed by Applicable Law, we may, acting reasonably and in good faith, at any time and without prior notice, take one or more of the following actions:

(a) close out all or any of your open positions at current market prices.
(b) exercise any lien or charge that we have over the assets that we hold for you and the funds in your EPIDI account.
(c) close your EPIDI account.

43. Exceptional Events

43.1 An "**Exceptional Event**" includes:

(a) any fire, strike, riot, civil unrest, terrorist act, war, or industrial action.
(b) any natural disaster such as floods, tornadoes, earthquakes, and hurricanes.
(c) any epidemic, pandemic, or public health emergency of national or international concern.
(d) any act or regulation made by a government, supranational body, or authority that we believe prevents us from maintaining an orderly market in relation to the instruments traded on the trading platform.
(e) the suspension or closure of any exchange.
(f) the nationalization of any exchange by a government.
(g) the imposition of limits or unusual terms by a government on any instrument and/or its derivative

traded on our platform.

(h) the abandonment or failure of any instrument that we use to make our quotes.

(i) excessive changes to the price, supply, or demand of any product. We may also determine that an Exceptional Event has occurred where we reasonably anticipate such changes.

(j) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures.

(k) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, clearing house, or regulatory organisation to perform its obligations to us.

(l) liquidity providers are not providing or unable to provide liquidity to us. Liquidity describes the degree to which a product can be quickly bought or sold at a price reflecting its appropriate value; and/or

(m) an event which significantly disrupts the market, which could include (but is not limited to) the premature closure of trading in the market of a product, excessive movements in the price, supply or demand of a product, whether regulated or unregulated, that our Services relate to.

43.2 If an Exceptional Event occurs, the availability and speed of our Services, including our platform and execution of orders, may be delayed, restricted, or unavailable. The Company shall not be liable for any loss arising from such circumstances, except where required under Applicable Law.

43.3 If we reasonably determine that an Exceptional Event has occurred or is occurring, we may make the following changes to your EPIDI account without prior notice:

(a) change your margin requirements, which might mean that you may have to provide more margin (we explain what margin is in Schedule A – Trading CFDs and Other Derivative Products);

(b) limit the availability of instructions that you can give in respect of an order or trade.

(c) close your open transactions at a price that we reasonably think is proportionate.

(d) change the trading hours for a product.

(e) cancel all open orders or trades which are affected by the Exceptional Event.

43.4 We will use commercially reasonable efforts to resume normal performance of our Services after an Exceptional Event occurs.

43.5 We may notify you as soon as reasonably practicable that an Exceptional Event has occurred, unless we are unable to do so for legal, regulatory, or operational reasons.

44. Acknowledgements, representations, and warranties

44.1 You acknowledge, represent and warrant that:

(a) the Registration Data provided to us during registration phase and at any time thereafter is complete, true, accurate and not misleading in all respects and the certificates provided are authentic;

(b) you are of sound mind, legal age and legal competence;

(c) you are over 18 years old and have the capacity to enter into this Agreement.

(d) you are eligible to enter a legally binding agreement with us in accordance with the laws governing the jurisdiction applicable to you.

(e) you are duly authorized to execute and deliver the Client Agreements, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;

(f) open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Client Agreements, and any legal and financial implications thereof;

(g) you are solely and fully responsible for your own compliance with Applicable Law in your jurisdiction, including, without limitation, all exchange control restrictions that may apply to you, and that you have obtained any necessary exchange control approvals.

(h) you have all necessary consents and the authority to enter into this Agreement and/or use the Services.

(i) if you are a body corporate, unincorporated association, trust, or partnership, you are validly existing in accordance with Applicable Law and have obtained all necessary consents and authorizations under your constitutional or organisational documents.

(j) except where we have agreed otherwise in writing, you act on your own behalf and not as the agent, attorney, trustee, or representative of any other person.

(k) all information and documents that you supply are true, accurate, complete, and not misleading.

(l) our assessment of your use of the Services is performed based on the information and documents provided by you, and we may rely on such information and documents. We are not responsible for any losses or damage arising from any inaccuracies.

(m) you will only access and use our Services for your own personal benefit.

(n) neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to you.

(o) all funds that you use or invest through the Services do not originate from any illegal activity, including, without limitation, drug trafficking, abduction, terrorist activity, or any other criminal activity that is unlawful or may be considered unlawful by any relevant authority.

(p) you have read and understands the Risks Disclosure and Warnings Notice found on the Company's Website;

(q) you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;

(r) any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreements on your behalf is, duly authorized to do so on your behalf;

(s) you are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a

majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;

(t) you have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreements and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;

(u) the execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;

(v) Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;

(w) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

(x) you are not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;

(y) you confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website and/or email.

(z) you have not and will not upload or transmit any malicious code to the EPIDI platform, or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the EPIDI platform or the Services and

(aa) you will use the Services offered by us pursuant to this Agreement honestly, fairly and in good faith.

44.2 If you breach any representation or warranty under this Agreement, we may close any orders or trades that you have made and/or suspend, freeze, or close your EPIDI account, in our absolute discretion. You may also be required to fully indemnify us for any breach of Applicable Law.

45. Indemnity

45.1 In the event the Company provides the Information as specified in paragraph 7 of this Client Agreement, the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given.

45.2 The Company will not be held liable for any loss or damage, expense, or loss incurred in relation to, or directly or indirectly arising from but not limited to certain situation/circumstances specified in this Agreement.

45.3 If the Company, its directors, officers, employees, Affiliates, or agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, Affiliates, or agents bear no responsibility whatsoever, it is your responsibility to indemnify the Company for such.

45.4 The Company shall in no circumstances be liable to you for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses you may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

45.5 The Company's cumulative liability to you shall not exceed the fees paid to the Company under this Agreement for the Provision of the Services and use of the Platform(s).

46. Disclaimers

46.1 We, specifically, do not warrant that:

(a) the Trading Platform will meet your individual requirements, and it is therefore your responsibility to ensure that the facilities and functions of the Trading Platform meet your requirements;

(b) your equipment, software, and communication connections will be compatible with the hardware and software we employ to provide the Trading Platform;

(c) the use of the Trading Platform will be uninterrupted, secure, or error-free or free of bugs and you agree that the existence of any minor errors or bugs shall not constitute a breach of this Client Agreement;

(d) we will be able to prevent third party disruptions of and to the operation of the Trading Platform;

(e) errors will be corrected in the Trading Platform; or

(f) we will detect every bug in the Trading Platform.

46.2 You acknowledge that we do not control the transfer of data over telecommunications facilities, including without limitation the internet, nor are we responsible for communication failures, distortions, or delays when trading online (via the internet or a mobile service).

46.3 You acknowledge that the trading you conduct on the Trading Platform is not conducted on a recognized Exchange,

rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

46.4 We hereby further disclaim any, and shall have no liability or loss resulting from or related to any:
(a) disruption of your connections to the internet;
(b) loss to or corruption of any of your data or records, whether stored on the Trading Platform or not, or lack of back-up thereof;
(c) security breaches resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of our reasonable control;
(d) provision of security-related services that we may voluntarily provide outside the scope of the Client Agreement; and
(e) use of the Trading Platform that is not in strict compliance with the Client Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website;
(f) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
(g) any person obtaining your Account Credentials prior to the Client's reporting to the Company of the misuse of the same;
(h) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
(i) any of the risks of the Risks Disclosure and Warnings Notice, found on the Company's Website;
(j) any changes in the rates of tax;
(k) any actions or representations of the Introducer;
(l) the contents, correctness, accuracy, and completeness of any communication spread by the use of the Trading Platform;
(m) any acts or omissions (including negligence and fraud) of the Client;
(n) if you are relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;
(o) the occurrence of Slippage; and
(p) Currency risk materializing.

46.5 With respect to any Financial Data or other information that we or any third-party service provider provide to you in connection with your use of the Trading Platform:
(a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;
(b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;
(c) you will use such data or information solely in accordance and for the purposes set forth in the Client Agreements;
(d) such data or information is proprietary to us and to third party providers as applicable, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
(e) you will use such data or information solely in compliance with any applicable laws and regulations.

PART 6 – GENERAL LEGAL TERMS

47. Suspension and Termination

47.1 Without limiting any other rights, we have under this Agreement, Account Suspension and Restrictions. We may suspend, restrict, or block your account, or any functionality of the Services, immediately and without prior notice where we reasonably believe that:

(a) you are in breach of this Agreement.
(b) there is suspicious, fraudulent, or abusive activity.
(c) it is required for risk management, including exposure or liquidity concerns.
(d) it is necessary to comply with Applicable Law or regulatory obligations.

During such suspension, your ability to access funds, close positions, or use the Platform may be restricted, subject to Applicable Law. We shall not be liable for any loss arising from such actions, except in cases of fraud, wilful misconduct, or gross negligence.

We shall not be liable for any loss arising from such actions, except in cases of fraud, wilful misconduct, or gross negligence.

47.2 Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, the Company may terminate this Agreement with immediate effect by giving at least five Business Days Written Notice to the Client, where:

(a) required by Applicable Law.
(b) you breach this Agreement.
(c) we reasonably suspect fraud, abuse, or unlawful activity.
(d) you fail to meet margin or payment obligations.
(e) an Exceptional Event occurs.

47.3 Once notice of termination of this Agreement is sent and before the termination date:

(a) the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current prices;
(b) the Company will be entitled to cease granting access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
(c) the Company will be entitled to refuse to accept new Orders from the Client;
(d) the Company will be entitled to refuse to the Client to withdraw money from the Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

47.4 Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

47.5 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

Upon Termination any or all the following may apply:

(a) The Company has the right to combine any Trading Accounts of the Client, to consolidate the Balances in such Trading Accounts and to set off those Balances;
(b) The Company has the right to close the Trading Account(s);
(c) The Company has the right to convert any currency in the Trading Accounts;
(d) The Company has the right to close out the Client's Open Positions;
(e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect thirty party payments. In the event that the Client fails to provide instructions or the Client cannot be reached at his last known address, the Company shall forward such funds (at its sole discretion) directly to his bank account as notified to us or by way of a check sent by mail to the address recorded in his Registration Data. It is the Client's responsibility to update his Registration Data, the company having no liability towards the Client for any lost money.

47.6 You may request to close your account at any time, provided that all open positions are closed and all obligations are settled. Upon Termination:

(a) all open positions may be closed by the Company.
(b) any outstanding amounts become immediately due.
(c) access to the Platform will be revoked.

47.7 We may exercise such rights in accordance with Applicable Law and acting in good faith.

47.8 The Company shall not be liable for any loss, including loss of profit, opportunity, or market position, arising from the suspension, restriction, or termination of your account, except where such loss arises from the Company's fraud, wilful misconduct, or gross negligence.

Limitation of Liability

47.9 To the extent permitted by Applicable Law, the Company shall not be liable for any loss arising directly or indirectly from:

(a) any trading decisions made by you, including any loss of profit, loss of opportunity, or loss arising from market movements.
(b) negligence.
(c) delays, failures, or inaccuracies in the transmission, execution, or processing of orders.
(d) any technical failure, system interruption, platform unavailability, connectivity issue, or malfunction of hardware or software.
(e) any pricing discrepancies, including differences between prices displayed on the Platform and prices available from other sources.
(f) slippage, market gaps, liquidity constraints, or inability to execute orders at requested prices.
(g) the actions, strategies, or performance of other clients or portfolios in connection with Copy Trading Services.
(h) any act or omission of third-party service providers, including liquidity providers, banks, custodians, or technology providers.
(i) any Exceptional Event.

47.10 Subject to paragraph 47.9 of this Agreement, you will be liable to us for:
(a) any loss (whether direct or indirect) of revenue or profits;
(b) any loss (whether direct or indirect) of anticipated savings;
(c) any loss (whether direct or indirect) of goodwill or injury to reputation;
(d) any loss (whether direct or indirect) of business opportunity or arising from business interruption;
(e) any loss (whether direct or indirect) of or corruption to data;
(f) indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Client Agreements including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.

47.11 Our liability, to the extent applicable, for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in Cyprus.

47.12 The Client Agreements set out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us except as specifically stated in the Client Agreements. Any condition, warranty, representation or other term concerning the supply of the Trading Platform which might otherwise be implied into, or incorporated in, the Client Agreements, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

47.13 We shall not be held liable and are released from all claims and losses arising out of:
(a) any act or omission by any person obtaining access to your Trading Account or Account Credentials, whether or not you have authorized such access;
(b) delay, failure or error by you in implementing any reasonable instruction we have provided to you;
(c) inaccurate or incomplete instructions received by you;
(d) any reliance or use by you or any other third party with access to your Trading Account of any Financial Data, whether to complete a Transaction on the Trading Platform or for any other purpose whatsoever.

47.14 Nothing in this Agreement shall exclude or limit the Company's liability for fraud, wilful misconduct, or gross negligence, or any liability which cannot be excluded under Applicable Law.

48. Bereavement

If you die or become incapacitated, your legal heirs or representatives may request to withdraw any remaining balance in your EPIDI account. They must provide official, duly authenticated legal documents issued by the relevant authorities in the applicable jurisdictions.

We will only permit such withdrawal after verifying the documents and being satisfied that the person making the request has the legal authority to do so.

49. Authority to Trade

49.1 You hereby authorize us to act on any instruction given or appearing to be given by you on the Trading Platform via the use of your Account Credentials.

49.2 We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic, or written communication or instruction received from you. You agree that:
(a) once logged on to the Trading Platform following entry of the Account Credentials, we are authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like

force and effect as written orders made by you;

(b) following log-in to the Trading platform, nothing in this paragraph will oblige us to verify the validity of each instruction or the signatures prior to every trade; and

(c) you shall bear the risk of all instructions, whether authorized, unauthorized, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

49.3 Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

(a) the person who provided such an instruction was acting in excess of his authority;

(b) acting upon such an instruction would infringe any law, rule, regulation, or the Client Agreements; or

(c) in the event that we have accepted an offer to perform a Transaction that we later suspect falls within points (a) and (b) hereunder this paragraph 49.3, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset. Nothing in this paragraph shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

49.4 Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only, or via phone subject to conditions of paragraph 49.2 of this Client Agreement. Written offers to open or close a Transaction, including offers sent by fax, email or text message, will not be accepted.

49.5 If we receive an offer to open or close a Transaction other than in accordance with paragraph 49.4 of this Client Agreement, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.

50. Assignment and novation

50.1 We may assign, transfer, and/or novate these Terms and Conditions and/or any of our rights and/or obligations to another appropriately regulated entity. We will notify you at least 15 days in advance if we do so. We will use reasonable endeavours to ensure that your rights following such assignment and/or novation are not materially adversely affected. Your continued use of the Services will be deemed as your acceptance of the assignment and/or novation. You may, however, close your EPIDI account at any time.

50.2 You may not assign, transfer, and/or novate these Terms and Conditions and/or any of your rights or obligations to another person, whether by operation of law or otherwise, without our prior written consent.

51. Changing the Terms and Conditions and/or our Services

51.1 Our customer support team are not authorized to amend or waive any term in these Terms and Conditions.

51.2 We may amend these Terms and Conditions and/or the Services from time to time for valid reasons, including:

(a) changes in Applicable Law or regulatory requirements.

(b) changes to our business, products, or services.

(c) improvements to systems, security, or functionality or

(d) to address errors or clarify existing terms.

51.3 Where a change is material and may affect your rights or obligations, we will provide you with at least fifteen (15) days' prior notice, unless a shorter period is required by Applicable Law.

51.4 You will be deemed to accept the changes if you continue to use the Services after the effective date of the changes. If you do not agree with the changes, you may close your account before they take effect.

51.5 We will not make changes that materially disadvantage you without providing appropriate notice, except where such changes are required by Applicable Law.

51.6 We may make non-material changes without prior notice, provided that such changes do not adversely affect your rights or obligations.

51.7 We may modify, suspend, or discontinue, temporarily or permanently, all or any part of the Services, where reasonably necessary for operational, technical, regulatory, or risk management reasons, acting in good faith and in accordance with Applicable Law.

51.8 To the extent permitted by Applicable Law, we shall not be liable for any loss arising from such modification, suspension, or discontinuance, except in cases of fraud, wilful misconduct, or gross negligence.

52. Severability

52.1 If any court or relevant authority finds any part of these Terms and Conditions to be invalid or unenforceable, the remaining parts of the Terms and Conditions and Schedules will remain in full force and effect.

53. Intellectual property

53.1 You acknowledge that all content included in or made available through the Services, including but not limited to copyright, trademarks, patents, service marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, know-how, trade secrets, buttons, colour schemes, graphics, and other intellectual property rights ("IP"), is the property of EPIDI EU Ltd, its affiliates, or its licensors and is protected by local and international intellectual property laws and treaties.

53.2 Subject to the terms and conditions of this Agreement, we hereby grant you a limited license to install and use the EPIDI platform, solely for your personal use and benefit in accordance with the terms of this Agreement.

53.3 You will not, without our prior written consent, except as permitted under these Terms and Conditions:

(a) modify, copy, record, alter or translate, display, distribute, or commercially exploit any IP or materials (including text, video, audio, or user interface design) forming part of the Services, including the trading platform.
(b) remove any proprietary notices from any IP.
(c) reverse engineer, disassemble or otherwise attempt to derive any source code for the trading platform.
(d) attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.
(e) in any manner damage or impair any of our Intellectual Property Rights and shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.

53.4 The Platform, all copies, and any derivative work thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Platform, are and shall remain owned solely by us or our licensors. Except for the license granted in paragraph 3.2 of these Terms & Conditions, no other license, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

53.5 The use of the Services does not grant you any rights other than those granted to you under these Terms and Conditions. Nothing contained on our websites or any communications to you shall be construed as granting, by implication or otherwise, any license or right to use any IP without our prior written consent.

53.6 If you create a hyperlink to one or more of our websites, the hyperlink and context in which it is used may not, without our prior written consent, suggest an endorsement, sponsorship or affiliation with EPIDI EU Ltd, its affiliates or Services, and may not make use of any of our IP other than that contained within the text of the hyperlink.

53.7 You agree to:

(a) use all reasonable efforts to protect our IP from being infringed.
(b) not knowingly or recklessly encourage or assist any third party to infringe our IP.
(c) notify us promptly if you become aware of any violation or suspected violation of our IP, or any unauthorised use of our IP.

53.8 If any third-party software is included within the EPIDI platform, such software shall be provided subject to the terms of this Agreement. You must comply with the terms of any applicable third-party software licenses provided to you from time to time. Please note that we do not provide support for third-party software or any information provided through it.

53.9 Unless expressly permitted in this Agreement, you shall not:

(d) assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Client Agreements;
(e) separate any component part of the Trading Platform, or separately use any component part thereof on any equipment, machinery, hardware, or system whatsoever;
(f) decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;
(g) remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;
(h) develop methods to enable unauthorized parties to use the Trading Platform;
(i) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;
(j) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform for the benefit of third parties;
(k) work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;
(l) use similar processes and functions to develop competing features or functions with the Trading Platform;
(m) use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate, or illegal activities, including without limitation deceptive impersonation;
(n) permit or encourage any third party to do any of the foregoing.

53.10 Should this Agreement be terminated for any reason, your license will be revoked, and you must cease using the EPIDI platform, as well as any third-party software which is included within the EPIDI platform.

53.11 Please inform us in writing if you encounter any issues with the EPIDI platform or have any suggestions for modifications or improvements. We may, at our discretion, implement such suggestions but are not obliged to do so. Any modifications or improvements made to the EPIDI platform based on your feedback shall be the sole property

of us and our licensors.

54. Personal data and privacy

54.1 We are committed to handling information about you responsibly. If you are a natural person, the Company will use, store, process and handle your personal information in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001 and the Company is obliged to supply you, on request, with a copy of personal data which it holds about you (if any), provided that you pay an administrative fee.

54.2 By submitting an Account Opening Application Form and subsequently entering into this Agreement, you confirm that you have been provided with a copy of our Privacy Notice, which is also available on our website. We will use your personal data as set out in our Privacy Notice. If you have any questions about how we use your personal data, you can contact us at support@epidi.com, as further described in the Privacy Notice.

54.3 When you open an EPIDI account, certain information may be visible to other users, including your username, name, profile picture or avatar (if provided), list of followers, users who copy you, users you follow or copy, and any content you post on the EPIDI Community (such as posts or blogs). You can control the visibility of this information through your privacy settings within your EPIDI account.

54.4 If you use one of our applications via a social network (such as Facebook, Twitter, or other platforms), our application may access certain general information from your social network account, including your name, username, profile picture, and any information you have made publicly available on that platform. Additional information may be collected as part of specific social network campaigns, as described in the applicable terms and conditions of such campaigns.

54.5 We, and our affiliates and agents, may collect, store, and process information from you in connection with the Services for the purpose of complying with Applicable Law and/or regulatory requirements, including disclosures to governmental authorities. To comply with such obligations, we may transfer your personal data outside the European Economic Area ("EEA"). For further information regarding such transfers, please refer to our Privacy Notice.

54.6 Where you use card-related services or other third-party functionalities made available through the Platform, we may share personal data and verification information with relevant third-party providers, including card issuers, payment service providers, electronic money institutions, payment networks, fraud prevention providers, and other service providers, where necessary to provide the service, comply with Applicable Law, or manage risk.

54.7 You have the right to be informed of the personal data we hold about you.

55. Confidentiality

55.1 The Company may collect Client information directly from the Client (in his completed Account Opening Application Form or from his use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

55.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

55.3 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

(a) Where required by law or a court order by a competent Court;
(b) Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
(c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
(d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
(e) To credit reference and fraud prevention agencies, third party authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
(f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
(g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
(h) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs), and trade repositories (TRs) (EMIR);
(i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case

the data will be provided in an aggregate form;

(j) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;

(k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Financial Ombudsman or governmental authority;

(l) At the Client's request or with the Client's consent;

(m) To successors, assignees, transferees, or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 45.2 of this Client Agreement.

(n) The Client accepts and acknowledges that the Company, as a Foreign Financial Institution (FFI), is required to disclose personal information in relation to any US reportable person as per Foreign Account Tax Compliance Act (FATCA) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with FATCA and may ask from time to time for additional information from US reportable persons so that it can maintain appropriate records.

(o) The Client accepts and acknowledges that the Company is required to disclose personal information in relation to any other reportable person as per the Common Reporting Standards (CRS) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with CRS and may ask from time to time for additional information from reportable persons so that it can maintain appropriate records.

55.4 You consent to us processing all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes, and we may also use the information for analysis and improving our product and services in line with our Privacy Policy found on our website at compliance@epidi.com.

55.5 You recognize that you may receive commentary, analysis, market updates and/or confidential or proprietary information. All information belonging to or relating to us including, without limitation, information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by you as a result of entering into or performing the Client Agreements which is designated as confidential by us or is otherwise clearly confidential in nature constitutes "confidential information".

55.6 You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreements and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

55.7 You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

55.8 You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this paragraph 11, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

56. Marketing and promotions

56.1 All promotions we offer are subject to specific terms and conditions. We may change or withdraw a promotion in accordance with those terms. Any benefit under a promotion will apply only once per EPIDI account, person, household, and/or shared environment.

56.2 You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or post.

57. Telephone Calls, Faxed Documents and Records

57.1 Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

57.2 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

57.3 Our records will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request in our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not original, are not in writing or are documents produced by a computer.

57.4 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications, and anything else which relates to the Client for at least five years after termination of the Agreement or a Transaction.

57.5 Telephone conversations and communications between the Client and the Company as well as well as internal

communications which relate to the Client` affairs and/or Transactions and/or Orders are recorded and kept by the Company, and such recordings and communication will be the sole property of the Company. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders will be available on request by the Client for a period of five (5) years and where requested by CySEC for a period of up to seven years.

57.6 The Company has automated solutions in respect of the Account opening procedure, specifically during the Appropriateness and Suitability Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering into this Agreement, you understand and consent that those Tests are automated and based on your answers, the Company may reject you as a client and/or refuse trading on a specific financial instrument.

58. Regulatory reporting and disclosures

58.1 In the case of a limit order in shares admitted to trading on a regulated market that is not immediately executed, you expressly instruct us not to make such order public or otherwise facilitate its earliest possible execution outside the trading venue.

58.2 Where we are subject to reporting obligations under Article 9 of the European Market Infrastructure Regulation No. 648/2012 on derivatives, and any related delegated, supplementing, or successor regulations (as amended) ("EMIR"), as well as applicable CySEC rules, we may delegate certain reporting functions to a third-party processor. You agree and instruct us to perform delegated reporting services on your behalf, at our discretion, in accordance with EMIR. You agree to provide any information we request to enable us to comply with our obligations under EMIR.

58.3 Where we are required to report details of transactions and information about you to a regulator pursuant to Regulation No. 600/2014 ("MiFIR") (commonly referred to as transaction reporting), you agree to provide any information we request to enable us to comply with our obligations.

58.4 The parties expressly consent to the transfer of information as required to comply with reporting obligations under Article 9 of EMIR and applicable CySEC rules. Such transfers may include transaction data, portfolio data, valuations, collateral information, and the identity of the parties. This information may be disclosed to a trade repository, the European Securities and Markets Authority ("ESMA"), and/or a delegated third-party processor. Such entities may further share the information with national supervisory authorities, including in jurisdictions where data protection laws may differ from those in the Republic of Cyprus.

58.5 We will not assist you with any reporting obligations that you are required to carry out under Applicable Law. This includes, but is not limited to, regulatory reporting, tax reporting, and the reporting of the receipt or payment of specific currencies.

59. Taxation

59.1 All amounts credited to or withdrawn from your EPIDI account are gross amounts, meaning that we have not collected, deducted, or paid any taxes on your behalf.

59.2 You are solely responsible for calculating and paying any applicable taxes arising from your use of the Services and your trading activity on the EPIDI platform.

59.3 We may, however, withhold or deduct taxes at source where required by Applicable Law. You will have no claim against EPIDI EU Ltd in respect of any such deduction.

59.4 Where required, we or our affiliates may report tax information on an aggregated basis in accordance with Applicable Law.

59.5 If you request a personal report specifying any taxes withheld at source on your behalf, we may charge your EPIDI account for any reasonable costs and expenses incurred in preparing, filing, or re-submitting such reports, including any applicable late charges.

Tax and Legal Responsibility

59.6 You shall be liable for any and all taxes, fees, and assessments with respect to any Transaction you complete on the Trading Platform. You are solely responsible for determining the tax treatment of any transactions, positions, or activities carried out through your EPIDI account. This includes, without limitation:

(a) profits and losses from trading;
(b) dividends, corporate actions, and adjustments;
(c) cryptoasset transactions; and
(d) any transfers or conversions of assets.

59.7 Upon completing a Transaction:

• You shall be liable for the Difference if the Transaction is:

(a) a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
(b) a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

• You shall receive the Difference if the Transaction is:

(a) a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
(b) a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

59.8 Unless we agree otherwise, all sums for which either Party is liable under paragraph 59.7 above in this Client Agreement are immediacy payable upon closing of the Transaction. You hereby authorise us to debit or credit your Trading Account with the relevant sums at the closing of each Transaction. It is understood that once you place an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

59.9 Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.

59.10 The Company does not provide tax advice.

59.11 It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorize us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate from our rights to make Margin Calls under this Agreement.

59.12 You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions under this Agreement.

59.13 It is hereby clarified that in relation to CFD trading, you are required to pay the Difference. A Swap fee is also applicable for CFDs trading, as this explained under paragraph 4 of Schedule A hereunder. In addition, the Company reserves the right to charge Commissions or add fees or charges for opening a Position in CFDs in the future, upon providing at least one month's prior Written Notice to the Client. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.

59.14 The Company has the right to vary its fees, charges, and commissions from time to time according to the provisions this Agreement.

59.15 Any information provided by the Company is for informational purposes only and should not be relied upon as tax advice.

59.16 You are responsible for ensuring that your use of the Services complies with all Applicable Laws in your jurisdiction, including any restrictions relating to trading, investment activities, or the use of cryptoassets.

59.17 The Company does not guarantee that the Services are appropriate or lawful in all jurisdictions.

59.18 You are responsible for complying with any reporting or disclosure obligations applicable to you, including tax filings or declarations to relevant authorities.

59.19 The Company shall not be liable for any tax liabilities, penalties, or legal consequences arising from your use of the Services.

60. Complaints Handling

60.1 If you are dissatisfied with any aspect of our Services, you may submit a complaint to us.

60.2 Complaints should be submitted through our designated support channel within the EPIDI platform (currently referred to as "Enquiries") or by email to our official support address, as updated from time to time.

60.3 A complaint must include sufficient details to allow us to investigate the matter, including your account details, a description of the issue, and any relevant supporting information.

60.4 We will acknowledge receipt of your complaint within five (5) business days.

60.5 We will investigate your complaint and provide a final response within two (2) months from the date of receipt, in accordance with Applicable Law.

60.6 If you are not satisfied with our final response, or if we do not provide a response within the required timeframe, you may have the right to refer your complaint to the Financial Ombudsman of the Republic of Cyprus, where applicable. You may also submit a complaint or report to CySEC in accordance with its procedures.

60.7 Further information on the complaints process is available on our website or upon request.

60.8 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

61. Rights of third parties

61.1 No third party shall have any rights to enforce or benefit from any term of these Terms and Conditions. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a client of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.

62. Applicable Law and regulation

62.1 These Terms and Conditions, and any orders and trades, are subject to all Applicable Law and regulations, including (but not limited to) CySEC rules, and the rules, regulations, policies, procedures, and interpretations of any relevant exchanges, markets, or clearing houses through which we may hedge trades, as well as any applicable regulatory, self-regulatory, or governmental authority requirements ("Applicable Law").

62.2 We will not be liable to you for any action, inaction, decision, or ruling made in accordance with Applicable Law. We may take, or refrain from taking, any action that we reasonably consider necessary to comply with Applicable Law.

62.3 Any reference to a person in these Terms and Conditions includes any individual, body corporate, unincorporated association, trust, or partnership.

63. Governing law and jurisdiction

63.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the Cyprus courts for the determination of disputes. You agree all Transactions carried out on the Trading Platform are governed by Cyprus Laws regardless of the location of the Registered User.

63.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus, without prejudice to any rights a Client may have under Applicable Law to submit complaints to regulatory authorities, the Financial Ombudsman of the Republic of Cyprus, or any other competent authority.

63.3 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

64. Prohibited Trading Practices

64.1 The Client must not engage in any activity which the Company reasonably considers to be abusive, manipulative, or unfair.

64.2 Such activity includes, but is not limited to:

(a) arbitrage trading exploiting latency, pricing discrepancies, or delays.
(b) entering into trades with no economic substance.
(c) coordinated trading between accounts.
(d) use of multiple accounts to gain commercial or financial advantage.
(e) abuse of rebates, commissions, or Partner structures.
(f) trading strategies designed to exploit system errors, delays, or platform vulnerabilities; and
(g) any activity that may constitute market abuse under Applicable Law.

64.3 Where the Company reasonably determines that such activity has occurred, it may:

(a) cancel or void trades.
(b) adjust account balances.
(c) withhold profits.
(d) restrict, suspend, or terminate accounts; and/or
(e) take any other action deemed necessary in accordance with these Terms.

64.4 The rights set out in this section are in addition to any other rights the Company may have under this Agreement, including rights relating to order rejection, account suspension, correction of errors, set-off, Events of Default, and Exceptional Events.

SCHEDULE A – TRADING IN CFDS AND OTHER DERIVATIVE PRODUCTS

Schedule A sets out the specific terms that apply when you trade CFDs on the EPIDI platform.

In addition, the terms of Appendix 1 of this Schedule A will apply when you trade CFDs in relation to cryptoassets.

The terms in Schedule A (including Appendix 1, where applicable) apply in addition to the General Terms and Conditions, which apply to all of our Services and not only to CFD trading.

Capitalized terms used in this Schedule A have the meanings given to them in the General Terms and Conditions. If there is any inconsistency between this Schedule A and the General Terms and Conditions, this Schedule A will prevail.

1. What is CFD trading?

A contract for difference ("**CFD**") is a financial instrument that allows you to trade on the price movements of an underlying asset, such as shares, foreign exchange (forex), indices, commodities, or cryptoassets.
When you trade a CFD, you agree to exchange the difference in the price of the underlying asset between the time your position is opened and the time it is closed.

2. Our CFD trading service

2.1 The Company will generally act as principal and counterparty to your CFD transactions. In certain circumstances, the Company may act on a matched principal basis or arrange execution through third-party liquidity providers.

2.2 Where you buy and sell complex products, such as CFDs, we are required to assess the appropriateness of the product by considering your trading knowledge and experience ("Appropriateness Assessment"). Further information on the Appropriateness Assessment is set out in the General Terms and Conditions.

2.3 If we have assessed that our CFD trading service is not appropriate for you, we will either:

(a) provide you with an appropriate warning, after which you may decide to continue at your own risk; or

(b) block the CFD trading functionality on your account, so that you will not be able to trade CFDs on the EPIDI platform.

2.4 We allow you to trade CFDs using leverage. Trading with leverage means you can make money quickly, but you can also lose money quickly. You can find out more about what leverage is, the risks of trading CFDs, and the risks of leverage in paragraph 4 - "The key risks of CFD trading", paragraph 7 – "Using leverage and margin", the General Risk Disclosure, and on our website.

2.5 Negative balance protection applies to retail clients. This means that your total losses from CFD trading are limited to the total funds available in your account and you cannot lose more than your account balance. Negative balance protection is applied on a per-account basis.

2.6 When you trade CFDs with us, you are entering into a contract directly with the Company. The Company will typically act as principal and will be your counterparty to the transaction. This means that you are not trading on an exchange or with any third party.

2.7 The Company may hedge its exposure arising from your transactions with one or more liquidity providers or counterparties. Such hedging arrangements are determined by the Company acting reasonably and in accordance with Applicable Law and may not directly correspond to your individual transactions. Such hedging may be conducted on an aggregated basis and may not correspond to individual client positions.

2.8 The Client acknowledges that the Company's hedging arrangements are independent of the Client's positions and do not create any entitlement or right for the Client in relation to such hedging activity.

3. Limitations to our CFD trading service

3.1 When you trade a CFD, you will have economic exposure to the underlying product of the CFD, but you will not have legal ownership of any underlying products. For example, if you trade a CFD over shares, you will not have the rights which legal owners have, such as voting rights or rights to dividends. However, we may carry out adjustments if a "Corporate Event" occurs. Please see paragraph 11 – "Corporate Events" below for more information.

3.2 CFDs are cash-settled instruments. You do not acquire any ownership rights in the underlying asset, and no physical delivery will occur.

4. The key risks of CFD trading

4.1 CFDs are complex derivative products and come with a high risk of losing money quickly due to leverage (regardless of the underlying product). Trading with leverage magnifies your gains and losses, so small price changes in the underlying product can result in large losses or gains. Losses on a position may exceed the margin allocated to that position. However, for retail clients, total losses will not exceed the total funds available in the account where negative balance protection applies in accordance with Applicable Law.

4.2 The underlying assets of CFDs are often made up of equities, foreign exchange, commodities, cryptoassets and similar products. The markets of these products can be volatile, which means the prices of the products can change rapidly and are therefore unpredictable. Trading CFDs in relation to cryptoassets may involve higher risk than trading CFDs in relation to other financial instruments. The additional risks associated with trading cryptoasset CFDs are set out in Appendix 1.

4.3 You should only trade CFDs if:

(a) you have sufficient and relevant knowledge about or experience in trading in volatile markets.
(b) you fully understand how CFDs work (including all associated risks and costs), are aware that the use of margin or leverage creates greater risks.
(c) you are trading with money you can afford to lose.
(d) you have a high-risk tolerance.
(e) you want to gain short term exposure to a product/market.
(f) you understand that there are situations where we will be able to close out your transactions without giving you notice or by giving you very short notice.
(g) you understand that we can change margin requirements acting reasonably and in accordance with Applicable Law (including in relation to open positions), and that we may give you very short notice of changes to margin requirements or due to an Exceptional Event we may not be able to give you notice at all. We will exercise our right to change margin requirements in accordance with Applicable Law.
(h) you understand that when margin requirements change, we cannot guarantee that your execution price will match your order price, including where you have placed a limit order, take profit order, and/or stop loss order and
(i) you have time to manage your transactions on an active basis and understand that active management may be required at short notice:

- due to the volatility of the underlying market, which will be increased as a result of leverage.
- as a result of us changing margin requirements, including for open positions (as stated above); and/or
- as a result of us giving you very short notice, or due to an Exceptional Event no notice at all, of changes to margin requirements (as stated above).

4.4 You should ensure you fully understand the risks involved before using our Services and, if required, take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with trading CFDs is set out in our Risk Warning Disclosures. You should read this document and fully understand the risks before entering into this Agreement.

4.5 Please refer to the applicable clause in the General Terms and Conditions relating to the key risks of using our Services, the General Risk Disclosure, and our website for further information.

4.6 Prices may gap between trading sessions or during periods of market disruption. In such cases, orders (including stop loss orders) may be executed at the next available price, which may be significantly different from the requested price.

4.7 The Company does not guarantee continuous pricing or availability of any CFD. In certain market conditions, including periods of high volatility, low liquidity, or technical disruption, it may not be possible to obtain a price or execute an order.

4.8 The Platform is not a regulated market, multilateral trading facility (MTF), or organised trading facility (OTF). The Company determines prices based on its pricing methodology and available liquidity providers. Prices may differ from those available on other platforms or exchanges.

4.9 The Company is not obliged to accept, execute, or complete any order. Orders may be rejected, cancelled, or delayed due to market conditions, liquidity constraints, or technical reasons.

4.10 Execution prices may differ from the price displayed at the time of order placement. This is known as slippage and may occur in volatile or illiquid market conditions.

4.11 The Client is responsible for monitoring their positions, margin levels, and account at all times. The Company is not obliged to notify the Client of margin deficiencies or liquidation risks.

4.12 In exceptional market conditions, including periods of high volatility, low liquidity, or market disruption, the Company may suspend trading, adjust margin requirements, or close positions where necessary, acting reasonably and in accordance with Applicable Law.

5. Best Execution

5.1 We are bound to comply with our Best Execution and Order Handling Policy when executing your trades. Please refer to the applicable clause in the General Terms and Conditions relating to Best Execution for further information on how we comply with our best execution obligations.

6. Conflicts of interest

6.1 We are required to act in your best interests when providing our Services. However, there may be instances where your interests' conflict with our interests or those of another client. For example, with respect to CFD trading:

(a) we set both the sell price and the buy price of CFDs, both of which are quoted on our platform and
(b) when you enter into a CFD transaction, we may or may not purchase or sell the underlying product. Where we do purchase the underlying product, we may have rights (for example, voting rights as a shareholder), which we may exercise without notifying you.

6.2 Please refer to Clause 9 of the General Terms and Conditions for more information on conflicts of interest that may apply to our Services.

7. Using leverage and margin

7.1 We allow you to trade CFDs using leverage. Leverage is a form of borrowing which allows you to deposit only a portion of the total value of your transaction upfront. This deposit is referred to as "margin" and is used by us as security against potential losses. The higher the leverage, the lower the margin required. Funds used as margin cannot be withdrawn from your account while positions remain open.

7.2 Different amounts of leverage apply to different underlying products. Applicable Law sets maximum leverage amounts (and therefore the minimum margin requirement) that we can offer. However, we can decrease the leverage (and therefore increase the margin requirement), as well as change the leverage (and therefore the margin requirement) we offer at any time, so long as the leverage does not exceed the maximum leverage amount, including with respect to open positions as stated in paragraph 4.3(g) above. The amount of leverage which you can access at a particular point in time can be viewed on our website.

7.3 If you are a retail client, we are required by law to limit the amount of leverage that you can apply to certain transactions and set a minimum margin requirement. Professional clients will not be subject to these restrictions. The nature of these restrictions will depend on where you are resident and are likely to vary depending on the underlying asset that you are trading. Where transactions were executed with a leverage or margin that is no longer permitted in the country where you live, we may close any or all of your open positions without further notice to you and we may also close your EPIDI account. This may result in a profit or a loss to you.

7.4 We calculate margin requirements on a position-by-position basis. You must maintain sufficient funds in your account to meet the applicable margin requirements at all times. If you do not have sufficient funds available, we may require additional margin to maintain your positions. The applicable margin requirements are available on our website.

7.5 It is your responsibility to monitor the money in your account against your potential losses, the margin required, and whether your position is close to your stop level, as we will not notify you when this happens. If you do not have enough money in your EPIDI account to meet the margin requirement on a certain position, you should:

(a) close your open position to stop you losing more money.
(b) partially close your positions and/or
(c) adjust your stop levels. The ability to adjust your stop levels is subject to you having the appropriate funds in your account.

7.6 Unless you carry out one or more of the above steps, your positions may be closed in order to meet margin requirements and manage risk. Positions may be closed without prior notice to you and without an opportunity for you to choose the timing of liquidation. We may, but are not obliged to, allow you to deposit additional funds to avoid forced liquidation.

7.7 We may change our margin requirements and leverage ratio as detailed in paragraphs 4.3(g) and 7.2. One margin demand does not preclude another. Any amount needed to meet the new requirements must be satisfied in the currency we specify. The adjustment should be made immediately unless we specify a future date and/or time by which the adjustment must be made.

7.8 We will close out one or more of your open CFD positions when your account equity falls to 50% of the total initial margin required for all open CFD positions. This is known as the margin close-out rule and is applied automatically in accordance with Applicable Law.

8. Placing an order

Please refer to the applicable clause in the General Terms and Conditions relating to placing orders for information on how you may place an order and provide trading instructions on the EPIDI platform.

9. Closing your orders automatically

9.1 We may close your positions where you have placed a stop loss on your CFD trade, and the stop price has been reached. We may also close positions where liquidation is required to fund a Card transaction in accordance with the applicable provisions of the General Terms and Conditions and Schedule E – EPIDI Card Services.

9.2 We may close your positions and trades where you do not have sufficient margin in your account or fail to meet the applicable margin requirements, as described in paragraph 7 above. We may do this without prior notice to you. You

acknowledge that we are not required to notify you before closing positions due to insufficient margin and you are responsible for monitoring your account at all times.

9.3 We may also close your orders in special circumstances, as described in paragraph 11 – "Corporate Events" below, as well as due to an Exceptional Event as defined in the General Terms and Conditions.

9.4 Please also refer to the applicable clause in the General Terms and Conditions relating to order rejection, cancellation, modification, or non-acceptance for information on other situations in which we may close your orders.

10. Fees and costs

10.1 Please refer to the applicable clause in the General Terms and Conditions relating to fees and charges for information on the fees and costs which apply to all transactions on the EPIDI platform.

10.2 As detailed on our website and in the General Terms and Conditions, where you trade CFDs, we will charge or credit your account with an overnight fee (also referred to as a borrowing fee or credit) each time you keep a position open after trading hours, including on public and bank holidays. If you keep your position open over the weekend, we will charge or credit you for three nights for positions carried over. The overnight fee or credit will be deducted from or credited to the available balance in your EPIDI account. The method of calculation will vary depending on the underlying product, the amount of leverage used, and whether you enter into a buy or sell position. Our overnight fees and credits are subject to change and can be viewed on our website. The applicable overnight fee for your position will also be displayed when you open a position and on our fees page.

10.3 Prices quoted for CFDs include a spread determined by the Company. The Company may also include mark-ups or adjustments in its pricing. Such spreads and pricing may vary depending on market conditions, liquidity, and other factors.

10.4 Where you hold a CFD position overnight, you may be subject to an overnight financing charge or receive an overnight financing credit (the "Swap").

10.5 Swap rates are determined by the Company and may be based on a variety of factors, including but not limited to:
(a) the underlying market conditions.
(b) applicable interest rates.
(c) liquidity provider costs.
(d) the type of instrument traded and
(e) the direction of your position (long or short).

10.6 Swap rates may be positive or negative and may change at any time without prior notice.

10.7 Swaps are applied on a daily basis for positions held overnight. On certain days, including but not limited to Wednesdays (or as otherwise determined by the Company depending on the instrument), a multiple-day swap may be applied to account for non-trading days.

10.8 The applicable swap rates are available on the Platform and/or website. However, such rates are indicative and may change.

10.9 You acknowledge that swap charges may significantly impact the profitability of your positions. To the extent permitted by Applicable Law, the Company shall not be liable for any losses arising from the application or fluctuation of swap rates, except where required under Applicable Law.

11. Corporate Events

11.1 A "Corporate Event" is any event which results in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganizations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, spin-offs, rights issues, insolvency, delistings, trading suspensions or halts, and changes to Applicable Law or regulation.

11.2 Any such adjustment shall be made in a fair and reasonable manner and, where practicable, in line with the treatment applied by relevant market participants or counterparties acting reasonably, in good faith, and in accordance with Applicable Law and market practice. Such adjustments may include, but are not limited to:
(a) adjusting the price and/or quantity of your position.
(b) applying cash adjustments or debits.
(c) closing positions.
(d) replacing an instrument with another instrument; or
(e) taking no action.

The Company is not obliged to make any adjustment and may determine the appropriate treatment acting reasonably, in good faith, and in accordance with Applicable Law.

11.3 Notwithstanding paragraph 11.2 above, the Company reserves the right to close any open CFD positions where the underlying product is impacted by a Corporate Event (including delistings, insolvency, or trading suspension), at a price determined by the Company acting reasonably, in good faith, and in accordance with Applicable Law and market conditions, which may differ from the last traded market price.

Such closure may occur prior to, during, or following the Corporate Event.

11.4 Any adjustments or actions taken by the Company may reflect, but will not necessarily replicate, the treatment of the underlying market, exchange, counterparty, or any third party.

The Company is not required to follow the exact methodology of any exchange or third party.

11.5 Dividend Adjustments: Where a CFD references an underlying instrument that is subject to a dividend or similar distribution:
(a) If you hold a long position, a positive adjustment may be applied.
(b) If you hold a short position, a negative adjustment may be applied.
(c) The timing, amount, and application of such adjustments are determined by the Company and may reflect, but will not necessarily replicate, the treatment of the underlying market.

11.6 To the extent permitted by Applicable Law, the Company shall not be liable for any loss arising from:
(a) any Corporate Event.
(b) any adjustment or decision made under this Clause; or
(c) the timing, method, or outcome of such adjustments, except where required under Applicable Law.

11.7 Please refer to the General Terms and Conditions for further information regarding the Company's rights and your rights in special circumstances, including Events of Default and Exceptional Events.

Appendix 1- Trading CFDs in relation to Cryptoassets

1. The cryptoasset CFD trading service

1.1 Our Services may allow you to trade CFDs in relation to cryptoassets using leverage, which is subject to the terms of Schedule A and this Appendix 1. Any leveraged exposure to cryptoassets is provided only through derivative products and not through direct ownership of cryptoassets.

1.2 If the transaction you enter into is a CFD in relation to cryptoassets, this will be specified on the transaction platform and/or your account statement.

1.3 When trading cryptoasset CFDs, you do not acquire any ownership rights in the underlying cryptoasset. You are trading solely on the price movements of the cryptoasset.

2. The key risks of trading cryptoasset CFDs

2.1 In addition to the key risks of trading CFDs as set out in paragraph 4 of Schedule A, the following risks apply in relation to trading cryptoasset CFDs.

2.2 As stated in paragraph 4 of Schedule A, CFDs are complex derivative products and come with a high risk of losing money quickly due to leverage (regardless of the underlying product). Cryptoassets are volatile products, which means the prices of the products can change rapidly and are therefore unpredictable. The price fluctuation of cryptoassets, in combination with the use of leverage, means that your trades in cryptoasset CFDs may significantly increase or decrease in value at any given moment, and this may result in a loss of all the capital you have invested in such cryptoasset CFD transaction. Therefore, cryptoasset CFDs come with an even higher risk of losing money.

2.3 As stated at paragraph 4 of Schedule A, you should only trade CFDs if you have sufficient time to manage your transactions on an active basis. This is even more important when trading cryptoasset CFDs, due to the volatility of the underlying cryptoassets, in combination with the use of leverage. If the market moves against your position, you may be called upon by us to provide a substantial amount of additional margin funds, without notice or on very short notice, in order to maintain your position. If you do not provide the required funds within the time required by us, your position may be liquidated at a loss.

2.4 Other important risks when trading cryptoasset CFDs include:

(a) particularly during periods of high volume, illiquidity, fast market movement or volatility, the execution price of a cryptoasset CFD may differ from the price displayed on the platform at the time your order is placed.
(b) price fluctuations may result in your order being executed at a materially different price from that shown on the EPIDI platform.
(c) cryptoassets are not backed by any government, central bank, or underlying commodity, and their value is based solely on supply and demand, which increases volatility and risk.
(d) cryptoassets may become delisted or unsupported at any time, meaning they may no longer be traded or valued. In such cases, CFDs referencing those cryptoassets may be significantly impacted or become worthless. We may act in such circumstances in accordance with this Appendix and the Agreement; and
(e) cryptoassets operate on underlying software protocols which we do not control. These protocols may change, including through events known as "forks," which can materially affect the value, functionality, and pricing of cryptoassets and related CFDs. Such events may result in significant volatility and market disruption.

2.5 You should carefully consider whether trading cryptoasset CFDs is suitable for you in light of your financial circumstances. You should ensure that you fully understand how cryptoassets and CFDs work (including all associated risks and costs) and are aware that the use of margin or leverage when trading CFDs in relation to cryptoassets creates greater risks than when trading CFDs in relation to other underlying products.

2.6 Cryptoasset services are not regulated investment services under MiFID II. Cryptoasset CFDs are derivative products and are regulated accordingly, however they carry significantly higher risks due to the volatility of the underlying cryptoassets.

2.7 Cryptoasset markets may operate on a 24/7 basis. However, the availability of trading on the EPIDI platform may differ from the underlying market. This means that price movements may occur outside of the Company's trading hours and may impact the value of your positions when trading resumes.

2.8 Cryptoasset markets may experience extreme price movements over very short periods of time, including sudden spikes or crashes. Such movements may result in significant losses, including the rapid liquidation of positions.

2.9 Prices of cryptoassets may vary significantly across different trading venues. The Company determines its prices based on its liquidity providers and internal pricing methodology. As a result, prices on the EPIDI platform may differ from those available on other platforms or exchanges.

2.10 In the event of discrepancy between pricing sources (including internal pricing systems, liquidity providers, or external exchanges), the Company shall determine the applicable execution price in accordance with its execution arrangements and prevailing liquidity conditions.

2.11 The Company does not guarantee the availability of liquidity for cryptoasset CFDs at all times, and in certain market conditions you may not be able to open or close positions at your desired price or at all.

3. Our rights and your rights in special circumstances

3.1 We reserve the right to close any open cryptoasset CFD positions, acting reasonably, in good faith, and in a fair and commercially reasonable manner, taking into account the treatment we may receive from our counterparties and/or any relevant third party, where the underlying cryptoasset is impacted by any of the following events:

(a) if the underlying cryptoasset is delisted, removed, and/or cancelled from any of the exchanges on which it is listed.
(b) if we reasonably become aware that the underlying cryptoasset is likely to be delisted, removed and/or cancelled from any of the exchanges on which it is listed.
(c) if you do not have the required margin in your account or you do not meet the applicable margin requirements.
(d) we no longer support trading in such underlying cryptoasset for any reason.
(e) an Exceptional Event has occurred, as defined in the General Terms and Conditions.
(f) a Fork has occurred in relation to the underlying cryptoasset.

3.2 If you have placed a cryptoasset CFD order when the market of the underlying cryptoasset is suspended, and/or when the market was open, however, your order is triggered shortly following a suspension, then we will execute the applicable order as soon as is reasonable under the circumstances when trading resumes. We do not guarantee that your order will be executed at the first available underlying market price at commencement of trading or within any specific range compared to other market prices which may be available to you from other sources. We are not liable for any loss or for other claims which you may have in connection with such orders.

3.3 When trading cryptoasset CFDs, you acknowledge and agree that we are not responsible for the operation of the underlying protocols and that we make no guarantee of their functionality, security, reliability, or availability. You also acknowledge and agree that we have no responsibility or liability in respect of an unsupported branch of a forked cryptoasset.

3.4 When a Fork occurs, there may be substantial price volatility around the event, and we may temporarily suspend trading of CFDs which reference the forked cryptoasset on the EPIDI platform (with or without advance notice to you). We may then, acting reasonably, in good faith, and in accordance with Applicable Law:

(a) configure or reconfigure our systems.
(b) determine which of the forked cryptoassets has majority consensus and offer an alternative cryptoasset CFD on our trading platform and/or adjust existing cryptoasset CFDs to reference the cryptoasset we determine to have majority consensus and/or
(c) decide not to support (or cease supporting) the impacted cryptoasset CFD entirely.

3.5 In the event that a situation arises that is not covered under Schedule A, or the General Terms and Conditions, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

3.6 Further information regarding rights and obligations in special circumstances is set out in the Agreement.

3.7 Company is not obliged to provide any rights, benefits, or entitlements arising from a Fork or similar event, including the allocation of new cryptoassets, unless the Company determines otherwise, acting reasonably, in good faith, and in accordance with Applicable Law and market practice.

SCHEDULE B – INVESTING IN SECURITIES

This Schedule B sets out the specific terms that will apply to you when you invest in securities on the EPIDI platform. The terms in this Schedule B apply in addition to the General Terms and Conditions, which apply to all of our Services and not only to securities trading. Capitalised terms used in this Schedule B have the meanings given to them in the General Terms and Conditions.
If there is any inconsistency between this Schedule B and the General Terms and Conditions, this Schedule B will prevail.

1. Our securities trading service

1.1 This Schedule applies only to buy transactions made without leverage. Our securities trading services may vary depending on the type of position you enter into, your country of residence, and the market on which the security is traded. As a result, certain transactions involving securities may not be carried out through our securities trading service and may instead be executed as CFD trades. A full list of such transactions and the applicable service is set out in Appendix 2 to this Schedule B. Your account statement will indicate the type of transaction.

1.2 Securities such as shares are held in custody. Further information on custody is set out in this Schedule.

1.3 We may be required to provide your details (including your email address) and details of your shareholding to issuers or their registrars. By trading securities on our platform, you consent to us providing your identifying information to such parties where required.

2. Limitations to our securities trading service

2.1 We may provide factual market information and information in relation to any securities at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.

2.2 We will not be liable to you for any act or omission of any third party, including any information provided by such third party, except where required under Applicable Law or where we have acted with fraud, wilful default, or gross negligence in selecting or appointing such third party.

2.3 The EPIDI trading platform is not a regulated market, multilateral trading facility (MTF), or organised trading facility (OTF). We provide access to execution venues or counterparties for the purpose of executing your transactions. You may not be able to transfer securities to another provider or venue, except where the Company permits such transfers, acting reasonably and subject to operational, legal, and regulatory constraints.

2.4 We do not permit "**US people**" (as defined by the Internal Revenue Service "**IRS**") to invest in securities on our platform. If we allow you to trade in securities and then identify you as a US person, we may close any open positions you may hold and then block or close your EPIDI account. We may also be required to deduct US withholding tax on income and gross proceeds from your investments in listed US securities on our platform.

2.5 If you are not a US person, we will require you to complete and submit a valid W-8BEN form before we accept an order from you to invest in shares listed in the United States. If you already hold US shares and have not previously provided a valid W-8BEN, we will request that you complete one. If you do not return the completed form within the specified timeframe, we reserve the right to sell your US shares. You have an ongoing obligation to inform us if you are no longer eligible for W-8BEN status.

2.6 We will apply the default rate of taxes applied by the relevant tax authorities.

3. The key risks of securities trading

3.1 All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile, which means the prices of the securities can change rapidly, and therefore are unpredictable, which means that securities dealing is not suitable for everyone.

3.2 You should ensure you fully understand the risks involved before using our Services and, if required, take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with investing in securities is set out in our Risk Warning Disclosures. You should read this document and fully understand the risks before entering into this Agreement.

3.3 Further information on the key risks of using our Services is set out in the General Terms and Conditions, the General Risk Disclosure, and on our website.

4. Best Execution

4.1 Further information on how we comply with our Best Execution obligations is set out in the General Terms and Conditions and the Company's Best Execution and Order Handling Policy.

5. Conflicts of interest

5.1 Further information on how we manage conflicts of interest that may apply to our Services is set out in the General Terms and Conditions and the Company's Conflicts of Interest Policy.

6. Placing an order

6.1 Further information on how you may place an order and provide trading instructions through the EPIDI platform is set out in the General Terms and Conditions.

6.2 We execute your orders as soon as reasonably practicable. However, there may be a delay between when we receive your order and when it is executed. Where a delay occurs, there may be a difference between the price quoted to you and the price at which the order is executed on the relevant market, which may or may not be to your benefit. We cannot guarantee that your order will be accepted or executed, or that it will be executed at the quoted price or at all.

6.3 Each order that you make is binding on you even where you have exceeded any limit on our platform, and you must pay any sums due on any transaction immediately once the transaction has been entered into.

6.4 You are responsible for monitoring your orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an order.

7. Fees and costs

7.1 Further information on the fees and costs which apply to transactions on the EPIDI platform is set out in the General Terms and Conditions, the Platform, and/or our website.

7.2 We may charge you fees for the provision of market data relating to securities.

7.3 Additional charges may be incurred by you in the event of delayed or failed settlement of a transaction. Any such amount will be your responsibility and may be deducted from your account where applicable.

8. Settlement

8.1 Your investment in securities will settle in accordance with the rules of the relevant market, which is typically on a T+2 basis but may vary depending on the instrument or market.

8.2 If you invest in a security, the consideration for the transaction and all applicable fees, charges and taxes for that transaction will be deducted from your account at the time of execution of the transaction. The security will be available for sale on your account prior to settlement of the transaction and your account will reflect this. Should the transaction fail to settle, we may reverse the transaction, return any fees, charges, and taxes for that transaction, and amend your account to reflect the same.

8.3 In the event of our insolvency, you may not have legal title to securities that you have purchased through the EPIDI platform where settlement has not yet occurred, even if such securities are shown as available in your EPIDI account. In such circumstances, you may have a claim for the amount paid for those securities, which may be treated as client money in accordance with Applicable Law.

8.4 To the extent permitted by Applicable Law, we are not liable for any losses, costs, or expenses that you suffer as a result of any delay or change in market conditions either before we execute an order or before a transaction settles, except where required under Applicable Law.

9. Custody

9.1 You instruct us to arrange for any securities which you have bought on our platform to be held on your behalf until we receive further instructions from you to sell that security. This is called "**custody**" and means that we will be your "**custodian**".

9.2 . We will hold the securities on your behalf in accordance with Applicable Law or may arrange for custody services to be provided by another company (a "sub-custodian"). We shall exercise due skill, care and diligence in the selection, appointment, and periodic review of any sub-custodian. To the extent permitted by Applicable Law, we shall not be liable for the acts, omissions, insolvency, or dissolution of any sub-custodian, except where any losses arise as a result of our fraud, wilful default, or gross negligence, or where otherwise required under Applicable Law.

9.3 When holding such securities on your behalf, we take measures to ensure their protection and for safeguarding your ownership rights, including:

(a) keeping records and accounts enabling us at any time and without delay to distinguish assets held for you from assets held for any other client and from our own assets.
(b) maintaining our records and accounts in a way that ensures their accuracy and, in particular, their correspondence to the securities held for you.
(c) conducting, on a regular basis, reconciliations between our internal accounts and records and those of sub-custodians; and
(d) taking steps to ensure that any securities deposited with a sub-custodian are identifiable separately from any of our assets or any of the sub-custodian's assets.

9.4 Detailed records of all your securities held by the custodian or sub-custodian will be kept by us at all times to show that your securities are held on your behalf, for your benefit and do not belong to the custodian or any sub-custodian.

9.5 We exercise all due skill, care and diligence during the selection, appointment, and periodic monitoring of the sub-custodian and over the arrangements for the holding and safeguarding of the securities.

9.6 Where your securities are deposited for safekeeping with a sub-custodian, there may be instances, if this is required by the law of the country where the securities are held, that the sub-custodian may have a security interest, lien or right of set-off over your securities enabling such sub-custodian to dispose of your securities, in order to recover debts that do not relate to you or the provision of services to you.

9.7 Your securities will be pooled together with our other clients' securities (we call this an "**Omnibus Account**") with a third-party depositary in the name of EPIDI EU Ltd on behalf of our clients. In such cases, it may not be possible to separate your securities from those of other clients.

9.8 In the event of insolvency or any analogous proceedings affecting a third-party custodian, we may only have an unsecured claim against that third party on your behalf. You will therefore be exposed to the risk that any funds or assets recovered may be insufficient to satisfy all claims. To the extent permitted by Applicable Law, we shall not be liable for any resulting losses, except where required under Applicable Law.

9.9 This also means that if we or our third-party nominee becomes insolvent, your securities may not be immediately identifiable by separate certificates, physical documents, or equivalent electronic entries on the register. Instead, any claim will be against the Omnibus Account, and therefore more time might be needed for us to identify which securities are yours, and which belong to a different client. As additional time might be needed, this might increase your risk of losing money. In addition, if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

9.10 You agree that because of the nature of Applicable Laws or market practices in overseas jurisdictions, it may be in your best interest for your securities to be registered or recorded in our name or in the name of the sub-custodian, the nominee or any applicable delegate. If it is not possible for us to do this, then:

(a) your securities may be registered or recorded in the name of the company/issuer, sub- custodian, the nominee, or any applicable delegate as the case may be.
(b) your securities may not be segregated and separately identifiable from the securities of the company/issuer, sub-custodian, the nominee, or any applicable delegate; and
(c) as a consequence, in the event of failure, your securities may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third-party to hold your securities overseas there may be different legal and regulatory requirements than those applied in the Republic of Cyprus.

9.11 You agree that you will not attempt to sell, transfer, mortgage, or otherwise deal with any securities held on your behalf, except through the EPIDI platform and in accordance with these Terms and Conditions.

9.12 If you have not instructed us about the securities in your EPIDI account (e.g., to sell the securities) and we are unable to trace you despite having taken reasonable steps to do so we will stop treating your securities as client assets after a prescribed period of time, in accordance with Applicable Law. We will try to contact you before we do this.

9.13 The Client remains the beneficial owner of any securities held on their behalf. The Company or any appointed custodian shall hold such securities in accordance with Applicable Law, either in the Client's name or in a pooled (omnibus) account.

10. Corporate Events

10.1 A **"Corporate Event"** is something which will result in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganizations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, delistings, trading suspensions or halts, and changes to Applicable Law or regulation.

10.2 If a Corporate Event impacts a security in your EPIDI account, we may, acting reasonably, in good faith, and in accordance with market practice and Applicable Law, adjust the securities in your account in a fair manner. Any such adjustments will depend on the circumstances of each event. However, we are not obliged to make such adjustments. Adjustments may include changing the price or quantity of securities in your account to reflect the economic equivalent of your position prior to the Corporate Event.

10.3 Notwithstanding paragraph 10.2 above, we may close any positions impacted by a Corporate Event, including delistings and insolvency, acting reasonably, in good faith, and in accordance with market practice and Applicable Law, taking into account the treatment we receive from our counterparties and/or any relevant third party. We may make any required adjustments, including to price, quantity, or otherwise, resulting from the Corporate Event. We may close positions prior to or following such Corporate Events.

10.4 Actions taken by us to adjust the securities in your account following a Corporate Event may result in tax liabilities for you. We may deduct or withhold tax where required. However, you remain responsible for satisfying any applicable tax obligations where such tax has not been deducted. We may also claim or reclaim tax credits on dividends or other income relating to securities.

10.5 If you are holding securities, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant ex- dividend date, we will pay this money into your EPIDI account on receipt by us. We may deduct from this payment any applicable tax, however it will be your responsibility to satisfy these liabilities if we do not make such deduction.

10.6 If the underlying market on which your security is traded is suspended, you will not be able to place any sell orders on those securities, and we will not be able to execute any sell orders which you have already placed on those securities until the market recommences trading. We cannot guarantee that your order will be executed immediately when the market commences trading, and we may be required to wait until there is enough demand to buy your security.

10.7 Where a Corporate Event results in a fractional entitlement to part of a security, we will use reasonable endeavours to aggregate those fractional entitlements and sell those fractional securities and credit your account with a cash value which may be subject to certain fees and charges. However, we are not obliged to do this.

10.8 For certain securities, we may, through a third-party service provider, support your ability to participate in general meetings and exercise voting rights, including by proxy. For other securities, we may not notify you of, arrange attendance at, or facilitate participation in annual general meetings or extraordinary general meetings, nor facilitate the exercise of any voting rights attached to securities held on your behalf. We are not obliged to inform you of any class action or group litigation relating to securities we hold on to your behalf. We will not exercise voting rights on your behalf on a discretionary basis.

10.9 Where Corporate Events affect some, but not all securities held in a pooled account, we shall allocate the affected securities among relevant clients in a fair and equitable manner, acting reasonably, in good faith, and in accordance with Applicable Law and market practice.

10.10 As we will hold your securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which have been paid or withheld at rates that are less beneficial than those that might apply if the securities were held in your own name or not pooled.

10.11 Subject to Applicable Law, upon the occurrence of certain Corporate Events, there is the possibility that your securities or related products (for example, depositary receipts) may be subject to forced conversion into an alternative financial product. EPIDI is not obliged to facilitate such conversions but will act reasonably and will consider the treatment we receive from our relevant counterparties such as sub-custodians, regulatory constraints, and relevant risks and costs while seeking to achieve your fair treatment.

10.12 Further information regarding rights and obligations in special circumstances is set out in the General Terms and Conditions.

10.13 You are solely responsible for any tax reporting and financial obligations arising from Corporate Events or any related governmental actions in your jurisdiction. We may withhold tax where required by Applicable Law or where such tax has been withheld by our custodian. You remain responsible for complying with any applicable reporting or tax obligations. To the extent permitted by Applicable Law, we shall not be liable for any losses, penalties, or damages arising from your failure to meet such obligations, except where required under Applicable Law.

11. Effect of termination

11.1 Where you terminate your relationship with us and provide instructions to close your account, we will arrange for your securities to be sold as soon as reasonably practicable, unless otherwise required or permitted under Applicable Law. We will hold the proceeds of such sale as client money in accordance with Applicable Law.

11.2 We will charge fees and any other applicable charges and taxes on the sale of your securities.

11.3 Where securities are sold, you may suffer a shortfall between the amount you invested and the amount you receive after sale. To the extent permitted by Applicable Law, we are not responsible for any shortfall that arises, except where required under Applicable Law. Any shortfall will be borne by you.

12. We may lend your securities

12.1 The Company may lend securities held on your behalf to third parties only with your prior express consent.

12.2 Where you provide such consent, the Company may receive a benefit, fee, or revenue in connection with such lending.

12.3 The Client acknowledges that securities lending involves risks, including counterparty risk, and that, in the event of borrower default, there may be a delay or shortfall in the return of equivalent securities.

12.4 The Company shall implement appropriate measures to mitigate risks associated with securities lending, in accordance with Applicable Law.

12.5 You may withdraw your consent to securities lending at any time, subject to operational constraints.

Appendix 2- Situations in which Transactions in Securities will be Executed as CFD Transactions

Without prejudice to the other provisions of this Schedule B, and were permitted under Applicable Law and acting reasonably, we may determine that a transaction relating to securities will not be executed through our securities trading service and will instead be executed as a CFD transaction.

This may include, without limitation:

(a) securities transactions carried out using leverage;
(b)all short-selling transactions;
(c) transactions in securities listed or traded on certain exchanges, as determined by the Company from time to time based on operational, regulatory, or liquidity considerations;
(d) transactions in specific securities, as determined by the Company from time to time based on risk, liquidity, or regulatory constraints; and
(e) any other transactions which the Company is unable to execute as securities transactions or which the Company reasonably determines will instead be executed as CFD transactions.

The Client is responsible for reviewing the transaction type shown on the trading platform before entering into the transaction. The Company will ensure that the nature of the transaction (including whether it is executed as a securities transaction or a CFD transaction) is clearly indicated on the Platform and/or in the Client's account information.

Where a transaction is executed as a CFD transaction, the provisions of Schedule A – Trading CFDs shall apply in full, including all applicable risks, margin requirements, and protections.

The Company will not structure transactions as CFD transactions for the purpose of circumventing Applicable Law or regulatory protections. Any such determination will be made in accordance with Applicable Law and in the Client's best interests where required.

SCHEDULE C – SENDING ASSETS TO A FRIEND

This Schedule sets out the terms that apply when you use the "Send to a Friend" functionality on the EPIDI platform (the "Service"). These terms apply in addition to the General Terms and Conditions.

1. Nature of the Service

1.1 The Service allows a client (the "Sender") to transfer financial assets held in their EPIDI account to another EPIDI client (the "Receiver") who is available as a contact within the Platform or linked device, as determined by EPIDI. The Company may request additional documentation, where appropriate, to verify the relationship between the two parties before executing the transfer between the two accounts.

1.2 The Company may request additional documentation, where appropriate, to verify the origin of the funds or assets subject to the transfer.

1.3 The Company should receive a written request from the account holder confirming that the transfer has been authorised by the account holder and is not the result of fraud, coercion, or any other unauthorized activity.

1.4 It is strictly prohibited to use account transfers to facilitate market manipulation, circumvent trading restrictions, or evade regulatory obligations.

Where a transfer to a friend may have tax consequences, the client shall be solely responsible for complying with any applicable tax obligations and reporting requirements.

1.5 Assets may only be transferred if they are available in the Sender's account and are eligible for transfer as determined by EPIDI, acting reasonably and in accordance with Applicable Law and its internal risk controls.

1.6 The Service is not a payment service, money remittance service, or external transfer mechanism. All transfers are internal ledger movements within the EPIDI platform and do not involve any external financial institution, blockchain, or third-party network.

1.7 EPIDI may determine which assets, instruments, or positions are eligible for transfer and may change such eligibility from time to time, acting reasonably, in accordance with Applicable Law, and having regard to operational, risk management, and compliance considerations.

2. Conditions for Sending Assets

2.1 Before initiating a transfer, the Sender must:

(a) hold sufficient assets in their account.
(b) have sufficient available margin (if applicable); and
(c) provide the Company with any documentation and information reasonably requested by the Company, where appropriate, to enable it to assess and process the transfer request.
(d) Cooperate with the Company and promptly provide any additional supporting documentation or information that the Company may reasonably require. Have paid any applicable fees, charges, or costs associated with the assets.

2.2 The Sender is solely responsible for ensuring that the correct Receiver is selected.

2.3 Once a transfer request is initiated, it cannot be reversed by the Sender.

2.4 Once a transfer has been accepted by the Receiver and processed by EPIDI, the transaction is final and irreversible.

2.5 EPIDI may refuse, delay, suspend, cancel, or reverse any transfer request where required for risk management, compliance, fraud prevention, operational reasons, or where required under Applicable Law.

3. Conditions for Receiving Assets

3.1 The Receiver must:

(a) be a registered and fully verified EPIDI client in accordance with applicable KYC requirements and
(b) have sufficient available margin (if applicable) to accept the assets.

3.2 The Receiver must accept or reject the transfer request within the timeframe specified on the Platform.

3.3 If the Receiver does not take any action within this period, the request will automatically expire and be cancelled.

3.4 If the Receiver does not have sufficient funds or margin to accept the transfer:

(a) the request may be rejected automatically or
(b) the Receiver may be required to deposit additional funds before acceptance.

4. Effect of Acceptance

4.1 Upon acceptance by the Receiver:

(a) the assets will be transferred to the Receiver's account; and
(b) the Receiver accepts all characteristics of the assets, including pricing, margin requirements, and any associated risks.

4.2 Where a partial position is transferred, the corresponding proportion of exposure, margin, and profit/loss will be transferred to the Receiver.

4.3 EPIDI does not guarantee that the value, price, or market conditions of the transferred assets will remain the same following the transfer.

5. Risks and Liability

5.1 The Sender and Receiver acknowledge that transfers may impact margin levels, exposure, and risk profiles and may result in margin calls, stop-outs, or forced liquidation of positions without prior notice.

5.2 To the extent permitted by Applicable Law, EPIDI shall not be liable for any losses, damages, or costs arising from:
(a) margin calls, stop-outs, or forced liquidations resulting from a transfer.
(b) rejection, delay, suspension, or expiration of transfer requests.
(c) errors made by the Sender in selecting the Receiver.
(d) delays, failures, or technical issues affecting the Service or
(e) any actions taken by EPIDI in accordance with these Terms or Applicable Law, except where required under Applicable Law.

6. Tax and Reporting

6.1 The Sender and Receiver are solely responsible for any tax reporting, or regulatory obligations arising from the transfer or receipt of assets.

6.2 EPIDI has no obligation to report such transfers to any governmental authority unless required under Applicable Law.

6.3 To the extent permitted by Applicable Law, EPIDI shall not be liable for any losses, penalties, or damages arising from failure by the Sender or Receiver to comply with such obligations, except where required under Applicable Law.

7. Technology and Service Availability

7.1 The Service is provided on an "as is" and "as available" basis.

7.2 EPIDI does not guarantee that the Service will be uninterrupted, error-free, or available at all times.

7.3 To the extent permitted by Applicable Law, EPIDI shall not be liable for any losses or damages arising from system errors, technical failures, or interruptions affecting the Service, except where required under Applicable Law.

8. Client Responsibility

8.1 The Sender and Receiver are solely responsible for ensuring that transfers are suitable for their financial situation and do not adversely impact their account, margin, or positions.

9. Introducing Brokers and Partners

9.1 The use of the Service does not result in any change to the commercial relationship between EPIDI and any client.

9.2 Any introducing broker, partner, or affiliate relationship associated with the Sender or the Receiver shall remain unchanged following any transfer.

9.3 Transfers of assets do not constitute client referral activity and do not give rise to any commission, rebate, or revenue sharing entitlement.

9.4 EPIDI reserves the right to prevent, restrict, or reverse transfers where it reasonably believes that the Service is being used to circumvent, manipulate, or interfere with any introducing broker, partner, or commercial arrangements.

9.5 EPIDI may determine whether any activity is abusive, including but not limited to attempts to transfer assets between accounts to benefit from rebates, commissions, or incentives, acting reasonably and in accordance with Applicable Law.

10. Misuse of the Service

10.1 The Service must not be used for any improper purpose, including but not limited to:
(a) transferring assets between accounts under common control.
(b) circumventing trading restrictions or margin requirements.
(c) exploiting pricing differences or platform features.
(d) manipulating eligibility for commissions, rebates, or incentives.

10.2 Where EPIDI reasonably determines that the Service has been used improperly, it may:

(a) cancel or reverse transfers.
(b) restrict or disable access to the Service.
(c) adjust account balances or trading results; and/or
(d) take any other action reasonably necessary in accordance with the General Terms and Conditions and Applicable Law.

SCHEDULE D – PARTNERS

1. Appointment and Scope

1.1 The Partner is authorized to introduce clients to EPIDI in accordance with these Terms and any separate commercial agreement entered into between the parties.

1.2 The Partner acts as an independent contractor and shall have no authority to bind the Company, enter into agreements on behalf of the Company, or provide investment advice.

2. Client Ownership and Relationship

2.1 All clients introduced by the Partner shall become clients of EPIDI.

2.2 The Company retains full ownership of the client relationship, including all client data, trading activity, and ongoing service.

2.3 The Partner shall have no proprietary rights over clients and may not transfer, assign, or otherwise deal with such clients without the prior written consent of the Company.

3. Pricing and Markups

3.1 The Partner may set pricing markups and rebate structures through the EPIDI platform only were permitted by Applicable Law, subject to appropriate client disclosure, Company oversight, fair treatment of clients, conflicts-of-interest controls, and the technical limits available within the system.

3.2 The Company retains the right to monitor, review, restrict, adjust, or intervene in Partner pricing or rebate settings where required or appropriate for regulatory compliance, risk management, fair client treatment, market integrity, best execution, conflicts management, operational reasons, or any other requirement under Applicable Law

3.3 The Partner is solely responsible for any pricing, markup, or rebate configuration applied to clients and for any resulting impact on the client.

3.4 In the event that, due to technological limitations, system errors, or misconfigurations, pricing exceeds the permitted technical limits, the Company reserves the right to correct such errors solely to align with system constraints.

3.5 To the extent permitted by Applicable Law, the Company shall not be responsible for any additional charges incurred by clients as a result of Partner-defined pricing, markups, or rebates, except where required under Applicable Law.

3.6 Notwithstanding the above, the Company may implement monitoring mechanisms and reasonable safeguards to ensure compliance with Applicable Law, fair client treatment, and market integrity, without constituting control over or involvement in the Partner's pricing or rebate decisions.

4. Remuneration and Rebates

4.1 The Partner determines its own rebate structure and client pricing model via the platform.

4.2 Partner remuneration is generated in real-time based on client trading activity, specifically through:

a) commissions; and
b) swaps.

4.3 Partners are solely responsible for determining and applying any rebates, commissions, or commercial terms offered to their clients. The Company does not generally control such arrangements but may monitor and intervene where required for regulatory, risk management, or operational purposes. The Company shall not be liable for any losses, disputes, or claims arising from Partner-defined arrangements, except where required under Applicable Law.

4.4 All rebates and earnings are calculated and allocated automatically by the system based on actual trading activity.

4.5 The Company reserves the right to correct any manifest errors resulting from system malfunction or technical issues.

4.6 Partners must be fully registered, approved, and compliant with all Applicable Law in order to receive any remuneration.

4.7 The Partner shall have discretion to set its own commercial terms with its referred clients, including rebates, pricing adjustments, and marketing strategy, subject to compliance with Applicable Law.

4.8 The Company shall not interfere with the Partner's commercial arrangements with its clients, except where required for regulatory, risk management, or compliance purposes.

4.9 Clients introduced by the Partner shall remain clients of the Company. The Company retains full ownership of the client relationship, including account operation, custody, execution, and regulatory responsibility.

4.10 The Partner acknowledges that the Company may operate directly or through other partners in the same or overlapping jurisdictions, client segments, or markets.

4.11 Nothing in this Agreement shall prevent the Company from onboarding or servicing clients independently of the Partner, including in the same geographic regions or market segments.

4.12 The Company may, acting reasonably and in accordance with Applicable Law, allocate or distribute clients, leads, or commercial opportunities across its internal channels, partners, or direct business, provided that this does not affect agreed remuneration for clients introduced by the Partner.

4.13 The Partner shall not have any exclusive rights over any jurisdiction, client segment, or market unless expressly agreed in writing.

4.14 The Company does not adjust, interfere with, or guarantee any rebate amounts generated by the Partner's pricing configuration.

4.15 The Company may, acting reasonably and in accordance with Applicable Law, withhold, adjust, reverse, cancel, or reclaim any remuneration, rebate, commission, or other partner payment where it determines that such amount resulted from:
(a) error or miscalculation.
(b) abusive or prohibited trading activity.
(c) ineligible client activity.
(d) reversed, cancelled, or corrected transactions.
(e) internal transfer manipulation.
(f) regulatory or compliance concerns; or
(g) any activity inconsistent with this Agreement or Applicable Law.

5. Conflicts and Commercial Allocation

5.1 The Company may operate its own direct business and/or engage other partners in the same or overlapping jurisdictions.

5.2 The Partner acknowledges that:
(a) the Company may onboard and service clients directly or through other partners; and
(b) no exclusivity is granted unless expressly agreed in writing.

5.3 The Company may determine, acting reasonably and in accordance with Applicable Law, the classification of clients, including whether a client is considered:
(a) a direct Company client.
(b) a Partner-introduced client or
(c) part of another distribution channel.

6. Cross-Selling and Internal Channels

6.1 The Company may operate multiple brands, channels, or commercial structures.

6.2 Nothing in this Schedule restricts the Company from:
(a) acquiring clients directly in any jurisdiction; or
(b) operating competing or parallel distribution channels.

6.3 Where a Partner introduces clients to a Company-owned brand, product, or internal channel, any commercial terms (including revenue share) shall be agreed separately and may differ from standard Partner arrangements.

6.4 The Partner may, subject to agreement with the Company, introduce clients to Company-owned brands, internal channels, or alternative structures.

6.5 Any such introduction may be subject to separate commercial arrangements, including revenue sharing, rebates, or incentive structures.

6.6 Nothing in this Agreement prevents the Company from incentivizing the Partner to introduce clients to different Company channels or brands.

7. Liability and Technology

7.1 To the extent permitted by Applicable Law, the Company shall not be liable for any losses, damages, or loss of profit suffered by the Partner arising from:
(a) system errors, platform downtime, or technological failures.
(b) delays in execution, pricing, or reporting.
(c) errors in third-party systems or integrations or
(d) any functionality relating to pricing, rebates, or Partner configuration tools, except where required under Applicable Law.

8. Compliance and Conduct

8.1 The Partner must comply with all Applicable Law, including marketing, financial promotion, and client onboarding requirements.

8.2 The Partner must not:
(a) misrepresent the Company or its services.
(b) provide investment advice unless authorised or
(c) engage in misleading, aggressive, or non-compliant marketing practices.

8.3 The Partner shall be solely responsible for ensuring that any communication, promotion, or interaction with clients complies with Applicable Law. The Company shall not be liable for any loss arising from the Partner's non-compliant conduct, misrepresentation, or unauthorised activity, except where required under Applicable Law.

9. Termination

9.1 The Company may suspend or terminate the Partner relationship where it reasonably determines that:
(a) regulatory or compliance concerns arise.
(b) the Partner breaches these Terms or Applicable Law; or
(c) commercial or operational risks are identified.

9.2 Upon termination, the Partner shall have no further rights to remuneration except as expressly agreed or accrued prior to termination.

10. Transfers Between Clients

10.1 Any transfer of assets between clients, including through the "Send to a Friend" functionality, shall not affect the classification, ownership, or commercial allocation of any client.

10.2 The Partner acknowledges and agrees that:
(a) client relationships remain solely with the Company.
(b) transfers of assets between clients do not constitute referrals, introductions, or reassignment of clients and
(c) no commissions, rebates, or revenue sharing entitlements shall arise or be modified as a result of such transfers.

10.3 The Company may determine, acting reasonably and in accordance with Applicable Law, the commercial attribution of any trading activity where transfers between clients occur.

10.4 The Company may restrict, reverse, or adjust any transfers or related commercial allocations where it reasonably determines that such transfers are being used to:
(a) manipulate rebates or commissions.
(b) circumvent Partner structures; or
(c) create artificial trading or commercial outcomes.

SCHEDULE E –CARD SERVICES

1. Nature of the Service

1.1 The EPIDI Card enables the Client to use available funds and/or assets within their account for payment transactions.

1.2 The Card is issued by a third-party provider (the "Card Issuer") and operates through external payment networks. The Company does not issue the Card and is not a payment service provider in respect of Card transactions.

1.3 The Card functionality does not constitute a payment service, electronic money service, or deposit-taking service provided by the Company. Any regulated payment services are provided solely by the Card Issuer or other authorised third parties.

2. Funding Logic

2.1 Card transactions may be funded through:
(a) available cash balances;
(b) liquidation of assets;
(c) or a combination of both.

2.2 The Client may be able to select preferred funding methods through the Platform, subject to availability, system functionality, and Applicable Law.

2.3 The Client is responsible for ensuring that sufficient funds and/or assets are available prior to initiating a Card transaction. The Company shall not be responsible for any declined, delayed, or partially executed transaction resulting from insufficient funds, asset availability, or timing differences in liquidation.

3. Asset Liquidation

3.1 Where assets are used:
(a) positions may be closed automatically;
(b) liquidation may occur on a FIFO basis;
(c) execution occurs at prevailing market prices.

3.2 Timing of liquidation may differ from transaction authorisation. The Client acknowledges that such liquidation may result in realised profits or losses and may have tax consequences.

3.3 Any liquidation of assets for the purpose of funding Card transactions will be executed in accordance with the applicable terms governing those assets, including Schedule A (CFDs and derivatives), or Schedule B (securities), as applicable.

3.4 The Client acknowledges that liquidation of assets may be subject to market conditions, pricing availability, and execution constraints. The Company does not guarantee that assets will be liquidated at a specific price, time, or without delay.

4. Transaction Flow

4.1 A typical Card transaction may involve:
(a) Transaction request (merchant)
(b) Authorisation (Card Issuer / network)
(c) Asset liquidation (if applicable)
(d) Settlement
These steps may not occur simultaneously.

4.2 The Company does not guarantee that asset liquidation and transaction authorisation will occur simultaneously or at the same price levels.

4.3 A transaction may be authorised based on the available funds at the time of authorisation, but settlement may occur at a later time. The Client acknowledges that differences between authorisation and settlement may result in additional asset liquidation, balance adjustments, or declined settlement.

4.4 Any refunds, reversals, or chargebacks relating to Card transactions are processed by the Card Issuer or relevant payment network in accordance with their rules and procedures.

4.5 The Company does not control the outcome or timing of any refund or chargeback process and shall not be responsible for delays, decisions, or outcomes determined by such third parties.

4.6 Where made available, the Company may offer round-up functionality in connection with card transactions. Under this functionality, the amount of an eligible transaction may be rounded up to the nearest amount, increment, or threshold selected by you or determined by the Company, and the resulting difference may be automatically invested into financial instruments, digital assets, savings products, portfolios, investment strategies, or any other products or services offered through the EPIDI platform. You authorize the Company to automatically process such round-up

amounts and execute any resulting transactions in accordance with your selected settings. The Company may amend, suspend, restrict, or discontinue this functionality at any time. Once a round-up transaction has been executed, the Client acknowledges that the value of any investment or asset purchased may increase or decrease. The Company shall not be responsible for any profit, loss, reduction in value, or investment outcome resulting from such transactions, except where required under Applicable Law.

4.7 The Company may impose eligibility criteria, limits, minimum transaction amounts, or other conditions on the availability and use of round-up functionality.

5. Limitations

5.1 Transactions may be declined, delayed, or reversed for reasons including but not limited to insufficient funds, market conditions, risk controls, or third-party restrictions.

5.2 Timing differences may occur between transaction authorisation, asset liquidation, and settlement.

5.3 Currency conversion rates may vary and may include spreads or fees applied by third parties.

5.4 The availability and functionality of the Card may be impacted by third-party systems, networks, or providers.

5.5 Transactions may be declined where sufficient liquidity is not available or where assets cannot be liquidated in time to fund the transaction.

5.6 Where currency conversion is required, the applicable exchange rate will be determined by the relevant payment network, issuer, or liquidity provider, and may include additional costs, spreads, or fees. The Company does not control such rates and shall not be responsible for any differences between displayed and applied conversion rates.

5.7 A Card transaction may be partially executed where only part of the required funds or assets are available or successfully liquidated at the relevant time.

5.8 The Card may be subject to transaction limits, including but not limited to:
(a) per-transaction limits;
(b) daily or monthly spending limits;
(c) ATM withdrawal limits (if applicable).

5.9 Such limits may be set or adjusted by the Card Issuer, payment networks, or the Company, acting reasonably and in accordance with Applicable Law.

5.10 The Client acknowledges that such limits may change without prior notice where required for risk management, fraud prevention, or regulatory purposes.

5.11 Card usage may include ATM withdrawals where supported. Additional fees, limits, and third-party charges may apply.

6. Third-Party Involvement

6.1 Card issuance, processing, and settlement are handled by third-party providers.

6.2 The Company may engage Intercash Limited ("Intercash") and/or other members of the Intercash group as a third-party technology provider, programme manager, card programme service provider, or other service provider in connection with the EPIDI Card and related payment functionalities. The Client acknowledges that such services may involve the processing of transactions, card administration, payment processing and other related activities by third parties, and agrees to the sharing of information reasonably necessary for the provision of such services, in accordance with Applicable Law and the Company's Privacy Notice.

6.3 To the extent permitted by Applicable Law, the Company shall not be liable for any loss, delay, or failure arising from the acts or omissions of any card issuer, payment network, processor, or other third-party service provider involved in the provision of Card Services.

6.4 The Company may suspend, restrict, block, or terminate the Card or related functionality where reasonably required for security, fraud prevention, regulatory compliance, operational reasons, risk management, or upon instruction from the Card Issuer or a competent authority.

7. Use and Restrictions

7.1 The Card must not be used for any unlawful, abusive, or prohibited activity, including but not limited to:
(a) circumvention of trading restrictions;
(b) market abuse or manipulation;
(c) exploitation of pricing or timing differences between trading and payments;
(d) any activity inconsistent with Applicable Law.

7.2 The Company reserves the right to restrict, suspend, or terminate Card functionality where it reasonably determines that such activity has occurred.

7.3 Card transactions may impact margin levels and may result in margin calls, stop-outs, or forced liquidation of positions.

8. Card Issuance, Delivery and Address

8.1 The Card may be issued as a physical and/or virtual card, depending on the services made available by the Company and the Card Issuer.

8.2 Where a physical Card is issued, it will be delivered to the address provided by the Client during the application process or as updated in the Client's account.

8.3 The Client is responsible for ensuring that all delivery details, including name, address, and contact information, are accurate and up to date at all times.

8.4 The Company shall not be responsible for any delays, failed deliveries, or losses arising from:
(a) incorrect or incomplete delivery information provided by the Client
(b) the acts or omissions of delivery providers or third parties or
(c) events outside the Company's control.

8.5 Delivery timeframes are indicative only and are not guaranteed. The Company does not control shipping times once the Card has been dispatched by the Card Issuer or its service providers.

8.6 Where a Card is lost, stolen, or not received, the Client must notify the Company or the Card Issuer promptly. A replacement Card may be issued subject to applicable procedures, fees, and verification requirements.

8.7 The Company reserves the right to refuse, delay, or cancel the issuance or delivery of a Card where required for compliance, risk management, or operational reasons.

8.8 The Client may be required to activate the Card through the Platform or through procedures determined by the Card Issuer before the Card can be used.

8.9 The Card may be subject to an expiry date determined by the Card Issuer. The Company and/or the Card Issuer may issue a replacement or renewal Card subject to applicable procedures, eligibility requirements, and Applicable Law.

9. Card Security, Loss, and Unauthorised Use

9.1 The Client is responsible for keeping the Card and any related security credentials (including PINs, passwords, or authentication methods) safe and secure at all times.

9.2 The Client must notify the Company or the Card Issuer immediately upon becoming aware of:
(a) loss or theft of the Card
(b) unauthorised use or suspected unauthorised use of the Card
(c) any security breach affecting the Card or related credentials.

9.3 Upon notification, or where the Company reasonably suspects fraud, misuse, or security risks, the Company may suspend, block, or restrict the Card or related functionality without prior notice.

9.4 The Client may be liable for losses arising from unauthorised transactions where such losses result from:
(a) failure to keep security credentials safe
(b) delay in notifying the Company or Card Issuer or
(c) fraudulent or grossly negligent behaviour.

9.5 The Company shall not be responsible for losses arising from unauthorised use of the Card prior to notification, except where required under Applicable Law.

9.6 Any investigation, refund, or chargeback process relating to unauthorised transactions shall be handled by the Card Issuer or relevant payment network in accordance with their rules.

SCHEDULE F – SOCIAL ENGAGEMENT ("ESE")

This Schedule F sets out the specific terms that apply when using the EPIDI Social Engagement ("ESE") functionality available on the EPIDI Platform. The terms in this Schedule F apply in addition to the General Terms and Conditions. If there is any inconsistency between this Schedule F and the General Terms and Conditions, this Schedule F shall prevail to the extent of such inconsistency.

1. What is ESE

1.1 The EPIDI Platform provides users with the ability to interact with, follow, analyse, and copy Leaders through the ESE functionality.

1.2 Where required by Applicable Law, participation in the ESE functionality may constitute the receipt of discretionary portfolio management or investment management services provided by the Company.

1.3 ESE features may include performance statistics, risk profiles, trading history, portfolio information, rankings, social interactions, commentary, educational content, Leader profiles, and other information which may assist users in evaluating whether to follow or copy a Leader or strategy.

1.4 ESE is a functionality which allows a user to allocate funds to a Leader and automatically replicate eligible transactions undertaken by that Leader. By activating a copy relationship, you authorise the Company to automatically execute transactions on your behalf in accordance with the trading activity of the selected Leader, without requiring further consultation, consent, approval, or confirmation from you for each transaction.

1.5 Transactions may be replicated proportionately according to the allocation methodology determined by the Company and described in this Schedule. The Company may start, stop, pause, restrict, amend, suspend, remove, or terminate any copy relationship, Leader, strategy, portfolio, model, ranking, social feature, or ESE functionality where reasonably required for risk management, regulatory compliance, operational reasons, market integrity, client protection, or in accordance with Applicable Law.

1.6 Before enabling ESE functionality, the Company may be required to assess whether the service is suitable for you in accordance with Applicable Law. Where the Company determines that ESE is not suitable for you, the functionality may be restricted, subject to investment limits, available only under certain conditions, or unavailable.

1.7 Leaders do not act as agents, representatives, portfolio managers, investment managers, fiduciaries, or advisers of followers. Followers make their own decision whether to follow, copy, or allocate funds to a Leader and remain solely responsible for such decision.

1.8 Leaders are independent users of the EPIDI Platform and do not act as employees, agents, representatives, partners, affiliates, or authorised persons of the Company. The Company is not responsible for any statements, communications, opinions, investment rationale, investment views, or trading decisions made by any Leader.

1.9 The inclusion, ranking, promotion, visibility, availability, or continued listing of any Leader on the EPIDI Platform does not constitute an endorsement, recommendation, approval, certification, or representation by the Company regarding that Leader's competence, experience, integrity, investment strategy, or future performance.

2. Allocation and Execution

2.1 Before entering into a copy relationship, a follower must allocate a specific amount of funds to a selected Leader.

2.2 The Company shall determine a copy ratio by comparing the amount allocated by the follower to the most recently calculated equity of the Leader in accordance with the methodology determined by the Company.

2.3 Positions opened by the Leader after the copy relationship has been established shall be replicated proportionately according to the applicable copy ratio, subject to minimum trade sizes, available margin, leverage settings, liquidity, market conditions, risk controls, regulatory restrictions, and the functionality available on the EPIDI Platform.

2.4 Positions already open in the Leader's account when a copy relationship is established may not be copied, may only be copied in part, or may be copied at different prices or at different times.

2.5 Where the follower deposits additional funds, withdraws funds, increases or decreases the allocated amount, or otherwise changes the amount allocated to the Leader, the Company may recalculate the copy ratio using the updated allocation amount and the most recently determined equity of the Leader.

2.6 Any revised copy ratio shall apply only to future copied transactions unless otherwise specified by the Company. Existing positions shall not automatically be rebalanced, adjusted, increased, reduced, or closed unless functionality made available by the Company expressly provides otherwise.

2.7 A follower may terminate a copy relationship at any time through the EPIDI Platform. Upon termination, the Company may close all positions associated with the relevant Leader, cancel pending copied orders, terminate future copying activity, and de-allocate all remaining capital associated with that Leader.

2.8 Following the closure of the relevant positions, any remaining allocated funds, adjusted for realised profits, losses, commissions, financing charges, fees, costs, and other applicable deductions, shall be returned to the follower's available account balance.

2.9 Position closures resulting from the termination of a copy relationship may be executed on a first-in, first-out ("FIFO") basis or in such other manner as the Company reasonably determines is necessary to achieve best execution, comply with Applicable Law, manage risk, or ensure the orderly operation of the EPIDI Platform. The Company does not guarantee that followers will achieve the same performance, profit, loss, exposure, or execution results as the Leader.

2.10 The Company may impose minimum allocation amounts, minimum investment thresholds, maximum allocation limits, concentration limits, exposure limits, or other operational restrictions in relation to ESE functionality. Such limits may be amended from time to time in accordance with Applicable Law.

2.11 The Company does not guarantee that every transaction executed by a Leader will be copied, replicated, maintained, modified, or closed in a follower's account. Differences may arise due to allocation size, available funds, margin requirements, market conditions, execution timing, liquidity, technical limitations, risk controls, regulatory restrictions, or other operational factors.

2.12 The Company may refuse, reject, delay, partially execute, modify, or decline to execute any copied transaction where required for operational, technical, regulatory, liquidity, market integrity, risk management, or other reasonable business purposes.

2.13 Where a copied transaction cannot be executed due to Applicable Law, regulatory restrictions, product availability, operational limitations or other reasonable circumstances, the Company may, where reasonably practicable, execute an equivalent or substantially similar transaction, or may decline to execute the transaction.

3. Limitations of the ESE Service

3.1 The Company does not provide personalised investment recommendations, investment advice, tax advice, portfolio management advice, or any other financial advice of any kind. Any explanation, information, statistics, rankings, performance data, Leader information, or other content provided by the Company in connection with ESE, a Leader, a strategy, or the performance of a copied relationship is provided solely for informational purposes and should not be considered as advice, a recommendation, endorsement, or a guarantee of future performance.

3.2 You should use any information gathered from the EPIDI Platform, ESE features, Leader profiles, rankings, statistics, commentary, educational content, or other available information as a starting point for your own independent research and investment decision-making. You should not make investment decisions solely on the basis of information available through the Platform.

3.3 Leaders must not provide personalised investment advice, discretionary portfolio management services, or investment recommendations to followers through the EPIDI Platform. Leaders must not solicit investments or enter into private investment arrangements with followers through or in connection with the Platform.

3.4 The Company may take reasonable steps to monitor the activity, performance, conduct, risk profile, trading behaviour, suitability, and ongoing eligibility of Leaders, strategies, and ESE functionality. The Company may, acting reasonably, in good faith, and in accordance with Applicable Law, and where appropriate without prior notice, pause, suspend, restrict, remove, stop, block, limit, or terminate:

(a) any Leader from being followed or copied through the ESE functionality;
(b) any strategy, portfolio, model, investment theme, group, basket, or other investment arrangement made available through the ESE functionality; and
(c) any copy relationship, allocation, follower account, Leader account, or ESE functionality where the Company reasonably considers such action necessary for risk management, regulatory compliance, operational reasons, market integrity, client protection, or the orderly operation of the EPIDI Platform.

3.5 The Company does not guarantee the accuracy, completeness, timeliness, reliability, or continued availability of any Leader statistics, rankings, performance information, commentary, educational content, social interactions, portfolio information, or other information made available through ESE functionality.

3.6 Any commentary, market views, educational material, strategy descriptions, investment rationale, or other information published by a Leader reflects solely the views of that Leader and does not represent the views of the Company.

3.7 The Company does not guarantee the continued availability of any Leader, strategy, portfolio, investment arrangement, ranking, statistic, social feature, or ESE functionality and may modify, suspend, replace, or discontinue any such feature at any time.

3.8 Performance statistics, rankings, risk scores, Leader classifications, historical returns, follower counts, and other metrics displayed through ESE may be calculated using methodologies determined by the Company, including assumptions, adjustments, normalisations, or exclusions considered appropriate by the Company. Such methodologies may be amended, corrected, replaced, delayed, suspended, or withdrawn at any time.

3.9 The Company may introduce, modify, suspend, replace, remove, or discontinue any ranking methodology, scoring model, categorisation, filtering criteria, Leader eligibility requirements, performance calculation methodology, or other ESE feature at any time without prior notice where reasonably required.

3.10 Where a Leader is suspended, removed, becomes unavailable, ceases to participate in the ESE functionality, or is otherwise no longer eligible, the Company may suspend future copying, maintain existing copied positions, close copied positions, terminate copy relationships, or require followers to select another Leader, as determined by the Company.

4. Key Risks of ESE

4.1 In deciding whether to follow, copy, allocate funds to, or otherwise engage with a Leader, strategy, portfolio, investment theme, model, or other ESE functionality, you should carefully consider your financial situation, investment objectives, risk tolerance, financial commitments, and ability to bear losses. You should understand that ESE involves significant risk and that you may sustain substantial losses, including losses exceeding the amount initially allocated to a Leader where exposure is not limited to that allocation. Nothing in this clause limits any mandatory retail client protections applicable under Applicable Law, including negative balance protection for CFD trading where applicable. Such losses may arise as a result of, among other things:

(a) ESE involves automated execution whereby transactions may be opened, modified, reduced, increased, or closed on your account without your manual intervention once a copy relationship has been established;
(b) if you manually modify, reduce, increase, close, or otherwise interfere with positions created through ESE, you may achieve materially different results from those achieved by the Leader;
(c) copied transactions below the minimum trade size, minimum investment amount, minimum allocation threshold, or other operational requirements may not be executed;
(d) positions copied after a copy relationship is established may be opened at the best available execution price at the relevant time and not necessarily at the same price or time as the Leader's original transaction;
(e) deposits, withdrawals, de-allocations, reallocations, changes in allocation amounts, changes in Leader equity, changes in leverage, account settings, spreads, commissions, fees, financing charges, execution prices, liquidity, market conditions, currency fluctuations, or other factors may result in materially different performance, profits, losses, exposures, or portfolio composition from those of the Leader;
(f) following or copying Leaders who may be inexperienced, unskilled, unsuccessful, speculative, highly leveraged, aggressive, or otherwise unsuitable for your personal investment objectives;
(g) following or copying Leaders whose investment objectives, risk tolerance, financial circumstances, time horizon, experience, or intentions differ from your own;
(h) restrictions imposed by Applicable Law, regulatory requirements, sanctions, internal risk controls, market conditions, or operational limitations which may prevent certain transactions from being copied, replicated, maintained, or closed in the same manner as the Leader;
(i) delays, interruptions, technical failures, system outages, data inaccuracies, market volatility, liquidity shortages, or other operational events which may affect the execution or performance of copied transactions; and
(j) the termination of a copy relationship, de-allocation of funds, or closure of copied positions which may result in realised profits or losses that differ materially from those achieved by the Leader.

4.2 Past performance is not a reliable indicator of future performance. Leaders who have achieved positive results in the past may experience significant losses in the future, and followers may lose all or part of their invested capital.

4.3 The Company does not guarantee any minimum return, profit, performance level, risk profile, investment outcome, or preservation of capital through the use of ESE functionality.

4.4 Followers remain solely responsible for assessing and complying with any legal, tax, regulatory, accounting, or reporting obligations arising from their participation in the ESE functionality.