FXCG

CLIENT AGREEMENT

Terms and Conditions of Business

FXCG Group Limited

Terms for leveraged FX and CFD trading

Company	FXCG Group Limited
Company No.	A000001395
Head Office	No. 9 Cassius Webster Building, Grace Complex, PO Box 1330, The Valley, AI-2640 Anguilla
Version	2.0
Effective / Updated	August 2026
Review Cycle	Annual

IMPORTANT RISK WARNING

Trading leveraged foreign exchange and contracts for difference (CFDs) involves a high degree of risk. You may lose all funds held in your trading Account. You do not own or have rights in the underlying assets. Market gaps, volatility, slippage and liquidity conditions can materially affect execution. Negative Balance Protection, where it applies under this Agreement, limits trading losses on an Account but does not excuse liabilities arising from fraud, abusive conduct, chargebacks, taxes, indemnities or other non-trading obligations. Past performance is not a reliable indicator of future performance. You should obtain independent legal, tax and financial advice where appropriate.

www.fxcg.com | info@fxcg.com

IMPORTANT INFORMATION

Regulatory status and territorial restrictions

FXCG Group Limited is incorporated in Anguilla under Company Number A000001395. Incorporation or company registration is not, by itself, the same as financial services licensing or prudential supervision. Nothing in this Agreement should be read as a representation that the Company is licensed or supervised by the Anguilla Financial Services Commission unless that status is expressly confirmed in a separate regulatory disclosure issued by the Company. The Services are not intended for distribution to residents of Australia, the United Kingdom, the European Union, the United States, or any jurisdiction in which offering the Services would be unlawful. You are responsible for ensuring that your use of the Services is lawful in every jurisdiction that applies to you.

No personal advice

The Company provides execution services and general information only, unless expressly agreed otherwise in writing. We do not take your personal objectives, financial circumstances or needs into account when providing general information. You are responsible for deciding whether any product, Order or trading strategy is appropriate for you.

Agreement structure

This Agreement comprises these Terms, your Application Form, any account-specific or product-specific terms, Contract Specifications, Confirmations, fee schedules, execution notices, risk disclosures and policies expressly incorporated by reference. If there is an inconsistency, the more specific document applies to the relevant product or Account, except that these Terms prevail on general contractual matters unless expressly stated otherwise.

TABLE OF CONTENTS

1. Status, Scope and Formation of the Agreement

1.1 These Terms govern the relationship between you and FXCG Group Limited (the "Company", "FXCG", "we", "us" or "our") in connection with Margin FX Contracts, CFDs and any other OTC derivatives or related services that we make available to you.

1.2 You become bound by the Agreements when you accept them electronically, sign an Application Form, fund an Account, submit an Order or otherwise use the Services after the Agreements have been made available to you. The Agreements continue until terminated in accordance with section 17.

1.3 Each Contract is entered into between you and us as principal-to-principal. We do not act as your agent, trustee or fiduciary when executing a Contract, and you do not acquire ownership, voting rights or delivery rights in the Underlying Asset unless we expressly agree otherwise in writing.

1.4 A Contract is formed only when we accept your Order and record the transaction in our systems. A quote, price indication, market commentary or display on the Platform is not an offer capable of acceptance unless we expressly state otherwise.

1.5 If we provide you with a Confirmation, statement or notice showing the terms of a Contract, you must check it promptly. Unless you notify us of an apparent error within three (3) Business Days after it is made available to you, our record will be prima facie evidence of the transaction, subject to any Manifest Error or other correction permitted by this Agreement.

1.6 The official language of the Agreements is English. We may provide translations for convenience. If there is any inconsistency between the English version and a translated version, the English version prevails to the extent permitted by Applicable Law.

2. Eligibility, Client Classification and Account Opening

2.1 You must have an active Account before you can trade. We may accept or reject an Application Form in our discretion, subject to Applicable Law, our onboarding requirements and our risk appetite. We may permit you to maintain more than one Account.

2.2 To open or use an Account, you must be at least 18 years old (or the higher age of legal capacity that applies to you), have legal capacity to enter binding contracts, and not be prohibited by law, sanctions, court order or regulatory restriction from using the Services.

2.3 You must provide information requested by us about your knowledge and experience, financial circumstances, source of funds, intended trading activity and other matters reasonably required to assess whether we can provide the Services. Any assessment we perform is for compliance and risk-management purposes and does not amount to personal investment advice.

2.4 You are responsible for understanding the nature and risks of leveraged trading before placing any Order. If you do not understand leverage, margin, liquidation risk, slippage, financing charges or the possibility of losing all funds in an Account, you should not trade until you have obtained appropriate independent advice.

2.5 We may classify or segment Accounts for operational, risk or product purposes. Different account types may have different spreads, commissions, leverage, Margin requirements, Stop-Out Levels, execution settings, product availability or other features, as disclosed in the relevant account terms or Contract Specifications.

2.6 Demo or practice accounts do not involve real money and may be subject to different conditions. Prices, liquidity and execution on a demo account may not replicate live market conditions.

3. Identity Verification, AML/CFT and Sanctions

3.1 We may request identity, address, nationality, date of birth, contact details, beneficial ownership, occupation, source of funds, source of wealth, payment information, tax information and any other information or documents reasonably required for customer due diligence, sanctions screening, fraud prevention or compliance with Applicable AML/CFT Laws.

3.2 You must ensure that all information provided to us is true, accurate, complete and not misleading, and you must promptly notify us of any material change. We may suspend funding, trading or withdrawals while information is incomplete, outdated or under verification.

3.3 If you are, become, are related to, or are a close associate of a Politically Exposed Person (PEP), you must disclose that fact when requested. PEP status does not automatically prohibit an Account, but we may apply enhanced due diligence, senior approval, source-of-wealth checks, transaction monitoring, limits or other risk controls.

3.4 You must not use the Services to launder money, finance terrorism, evade sanctions, conceal beneficial ownership, facilitate tax crime, process proceeds of crime or engage in any unlawful activity. We may conduct screening and monitoring and may share information with competent authorities where required or permitted by law.

3.5 We may delay, block, reject, return or freeze a payment or transaction where we reasonably believe this is necessary to comply with Applicable Law, AML/CFT requirements, sanctions, fraud controls or a lawful request of a competent authority. Where law permits, we will notify you of the action as soon as reasonably practicable.

3.6 Deposits should originate from a payment method in your own name unless we have approved an alternative arrangement in writing. We may reject third-party funding and return funds to the originating payment method, subject to verification and legal restrictions.

3.7 Our AML/CFT obligations include, to the extent applicable to the Company, requirements arising under the Proceeds of Crime Act and related AML/CFT regulations, codes, amendments and any externally regulated or non-regulated service-provider requirements in force in Anguilla, together with any other Applicable AML/CFT Laws.

4. Trading Account, Authorised Persons and Security

4.1 You must keep your usernames, passwords, access codes, authentication devices and other security credentials confidential and secure. You must notify us immediately if you suspect compromise, unauthorised access, identity theft or fraudulent activity.

4.2 We may act on instructions that are authenticated using your agreed security credentials or that we reasonably believe originate from you or an Authorised Person. We may request additional verification before acting on an instruction, particularly for withdrawals, changes to personal information or unusual transactions.

4.3 You are responsible for activity performed by an Authorised Person acting within the authority you have granted. You are not responsible for losses caused directly by our fraud, wilful misconduct, gross negligence or a material failure of security controls that are within our reasonable control.

4.4 You may not allow another person to operate your Account as agent, money manager, attorney or copy-trading controller without our prior approval and completion of any due diligence or documentation we require. We may accept, limit, suspend or revoke an authority in our discretion where reasonably necessary for legal, operational or risk reasons.

4.5 You must notify us in writing when an Authorised Person's authority is revoked or changed. Until we have had a reasonable opportunity to process that notice, we may continue to rely on the existing authority.

4.6 If you maintain more than one Account, each Account is treated separately for trading and Margin unless we agree otherwise. We may, however, exercise contractual rights of set-off, consolidation or transfer between Accounts where permitted by sections 7, 9, 17 and 21, including in cases of abuse or default.

Dormant and archived Accounts

4.7 If there is no trading, deposit, withdrawal or internal transfer activity across an Account for at least ninety (90) consecutive calendar days, we may classify that Account as dormant. We may remove unused bonuses, promotional credits or rewards and cancel pending Orders from a dormant Account.

4.8 A dormant Account may be charged a monthly dormancy fee of USD 10, or the remaining Free Balance if lower. No dormancy fee is charged where the Free Balance is zero. Accounts with less than USD 5 (or currency equivalent) may be archived after the dormancy period. An Account that has never been funded may be archived after sixty (60) calendar days of inactivity.

4.9 Where an Account remains dormant for twelve (12) months or more, we may replace the monthly dormancy fee with an annual administration fee of up to 3% of the Account's net equity at the time of the charge. We will not charge both the monthly dormancy fee and the annual administration fee for the same period. Any such fee is intended to reflect reasonable administrative, operational and compliance costs of maintaining a long-term dormant Account.

5. Trading Services, Platform and Trading Hours

5.1 The Platform allows you to submit Orders, view prices, monitor positions, access Confirmations and statements, and use other functions that we make available. You are responsible for understanding the Platform and checking its functionality before trading.

5.2 The Platform may be provided or supported by third parties. Except to the extent caused by our fraud, wilful misconduct, gross negligence or breach of a non-excludable legal duty, we do not guarantee that the Platform will be uninterrupted, error-free, compatible with every device or available at all times.

5.3 Trading hours vary by Instrument and are published in the Platform, Contract Specifications or on our website. Different products may have different sessions, maintenance periods, rollover times and holiday schedules. The availability of account access outside a trading session does not mean that live trading is available.

5.4 We are not required to quote or accept Orders when an Underlying Market is closed, suspended, materially disrupted or affected by a public holiday, extraordinary event or lack of reliable pricing. We may adjust trading sessions or product availability where reasonably necessary.

5.5 Market data, charts, news, research and analytics made available through the Platform may be supplied by third parties and are provided for general information. Unless required by law, we do not warrant their completeness, accuracy or timeliness and you should not rely on them as personal advice.

5.6 You are responsible for your internet connection, device, power supply, software, security and telecommunications. You should maintain alternative arrangements for monitoring and managing risk where practicable. We do not accept responsibility for losses caused solely by equipment or connectivity failures outside our reasonable control.

6. Orders, Execution and Pricing

Placing an Order

6.1 An Order is your request to enter into, amend or Close-Out a Contract. An Order must include the information we reasonably require, which may include the Instrument, direction, Contract Quantity, Order type, trigger price and any applicable expiry or instruction.

6.2 You may submit Orders using the methods that we make available, including the Platform and, where permitted, telephone or other approved channels. We may decline instructions received through unapproved channels or where authentication is insufficient.

6.3 Submitting an Order does not guarantee execution. We may accept an Order in whole or in part, reject it, or request clarification. An Order becomes binding only when accepted and recorded in our system.

6.4 You are responsible for checking the details of an Order before submission. If you request cancellation or modification, that request is effective only if we receive and process it before the relevant Order has been executed or otherwise become irrevocable.

6.5 We may offer market Orders, Limit Orders, Stop Orders, Stop Loss Orders, Take Profit Orders and other Order types. The availability and operation of each Order type may vary by Instrument and Platform.

Execution and slippage

6.6 Market Orders are executed at the best price reasonably available to us at the time of execution, subject to liquidity and our execution arrangements. The execution price may differ from the price shown when you submitted the Order, particularly in fast, illiquid or gapping markets.

6.7 A Limit Order or Stop Order is not guaranteed to execute at its trigger price. Once the trigger condition is met, the Order may execute at the first reasonably available price, which may be better or worse than the trigger price depending on the Order type and market conditions.

6.8 We act as principal and may hedge some or all of our exposure with Liquidity Providers or in an Underlying Market. Our price may therefore reflect available market prices, liquidity, hedging costs, spreads, commissions, mark-ups, financing, risk limits and other disclosed factors.

6.9 If there is a conflict between an informal display, client-side record or screenshot and our authoritative server records for an Order or Contract, our server records will prevail unless you establish that they are incorrect or affected by a Manifest Error.

Manifest Errors

6.10 A "Manifest Error" is an obvious or material error in a price, quote, date, time, execution, calculation or information relating to a Contract that a reasonable market participant would recognise as erroneous having regard to market conditions, reliable reference prices and the circumstances at the time.

6.11 If a Contract is affected by a Manifest Error, we may act reasonably and in good faith to correct the affected transaction. Depending on the circumstances, we may adjust the price or Account, cancel the affected Order, Close-Out the affected Contract, reverse a payment attributable to the error, or treat the affected transaction as void. We will limit any correction to what is reasonably necessary to restore the position that would likely have existed without the error.

6.12 Where practicable, we will notify you before making a Manifest Error adjustment. If urgent action is required, we may act first and provide a record or explanation as soon as reasonably practicable afterwards.

6.13 We are not liable for loss arising solely from a Manifest Error originating from an external data or liquidity source, except to the extent caused or increased by our fraud, wilful misconduct, gross negligence or failure to act reasonably after becoming aware of the error.

7. Margin, Leverage, Stop-Out and Negative Balance Protection

7.1 Leveraged trading requires Margin. You are responsible for monitoring Margin requirements, Margin Level, Account equity and open positions at all times. We are not obliged to provide a margin call or other warning before taking action under this section.

7.2 Margin requirements and maximum leverage may differ by Instrument, account type, position size, client risk profile, market conditions, time of day, news events, holidays and other factors. Current settings are published in the Platform, Contract Specifications, account terms or other notice made available to you.

7.3 We may increase Margin requirements or reduce leverage where reasonably necessary for market, liquidity, credit, concentration, legal, operational or abuse-prevention reasons. Where practicable, we will give advance notice of a material change. In urgent or abnormal conditions, a change may take effect immediately and may apply to open positions.

7.4 A reduction in leverage or increase in Margin can reduce your Margin Level and may cause positions to be automatically or manually Closed-Out. You should not rely on us to monitor the impact of leverage changes on your Account.

7.5 If your Account reaches the applicable Stop-Out Level, the Platform or the Company may Close-Out one or more positions without prior notice. The sequence of liquidation may be determined by the Platform, Account configuration, risk controls or our reasonable discretion. A Stop-Out is designed to reduce risk but does not guarantee execution at a particular price.

7.6 If we request additional Margin, you must provide cleared funds immediately or reduce your exposure. Failure to meet a Margin requirement is an Event of Default and may result in rejection of Orders, cancellation of pending Orders, reduction of exposure, suspension or Close-Out.

Negative Balance Protection

7.7 Subject to clauses 7.8 and 7.9, Negative Balance Protection applies on a per-Account basis and is intended to ensure that losses arising from trading CFDs and Margin FX Contracts, including related trading costs, do not create a trading liability exceeding the funds attributable to that Account. Where eligible trading losses cause an Account balance to become negative, we may reset the Account balance to zero after positions have been Closed-Out and the Account has been reconciled.

7.8 Negative Balance Protection does not apply to liabilities arising from fraud, deliberate misconduct, abusive trading, coordinated exploitation, misuse of the protection itself, chargebacks, reversed deposits, third-party claims, taxes, indemnities, payment fraud or other non-trading obligations owed to us.

7.9 Where we reasonably suspect abuse affecting Negative Balance Protection, we may suspend the reset while we investigate. We may use available balances in other Accounts to set off a verified obligation arising from abusive conduct, subject to section 8 and our general set-off rights.

8. Abusive Trading and Prohibited Practices

8.1 We support legitimate trading strategies, including short-term trading, scalping, hedging and automated trading, unless a specific product or Account term states otherwise. Short holding periods, high trade frequency, hedging or use of an Expert Advisor, algorithm or artificial intelligence tool do not, by themselves, constitute prohibited conduct.

8.2 You must not use any strategy, device, software, algorithm, account structure, coordination arrangement or trading practice with the primary purpose or effect of unfairly exploiting a technical, pricing, execution, liquidity, promotional or risk-control weakness rather than taking genuine market risk.

8.3 Prohibited practices include, where carried out abusively or deceptively:

- **(a)** latency arbitrage, stale-price exploitation, off-market price exploitation or trading on a price you know or reasonably should know is erroneous;
- **(b)** coordinated “risk-free” or substantially risk-neutral positions across related Accounts, persons or venues where the objective is to extract pricing errors, rebates, bonuses, commissions, Negative Balance Protection or other benefits;
- **(c)** spoofing, layering, quote flooding, excessive fleeting Orders, order-book manipulation or conduct intended to impair, overload or distort our systems or execution process;
- **(d)** using multiple identities, Accounts, devices, payment methods or related parties to circumvent limits, eligibility criteria, promotional rules, sanctions, risk controls or prior Account restrictions;
- **(e)** reverse engineering, unauthorised system access, credential attacks, bypassing security controls, scraping or automated access that is not permitted by us;
- **(f)** using automated, algorithmic or AI software to exploit Manifest Errors, manipulate execution, circumvent controls or materially impair the stability or performance of the Platform; and
- **(g)** fraud, forged documents, stolen payment instruments, identity misuse, collusion, market manipulation or other deceptive conduct.

8.4 In assessing suspected abuse, we may consider the total pattern of activity, including timing, duration, price movement, liquidity conditions, correlation across Accounts, source of funds, technical logs, device identifiers, economic risk, promotional benefits and whether the strategy depends on an error or asymmetry that would not exist under normal market conditions. No single factor, including a trade duration of less than three minutes, is conclusive by itself.

8.5 If we reasonably suspect prohibited conduct, we may temporarily restrict trading, withdrawals, account access, leverage, order frequency, available liquidity or execution methods while we investigate. We may request an explanation, trading records or other information from you.

8.6 After investigation, where we have a reasonable and documented basis to conclude that prohibited conduct occurred, we may take proportionate action, including correcting or voiding transactions demonstrably affected by the conduct, removing benefits directly attributable to the conduct, recovering improper payments, applying prospective risk controls, terminating the affected Accounts, and reporting the matter where legally permitted or required.

8.7 We will not treat all historical trading as invalid merely because some trading is short-term or profitable. Any adjustment should be reasonably connected to the identified abusive conduct, except in cases of fraud, identity abuse or systemic manipulation where broader action is reasonably necessary to protect the Company or other clients.

Liquidity and execution risk controls

8.8 Where an Account creates disproportionate liquidity, operational or execution risk, including through excessive order messaging or conduct that materially increases liquidity costs, we may apply reasonable prospective controls such as wider spreads, lower leverage, reduced position limits, minimum trade durations only where specifically disclosed, manual or alternative execution, order throttling, account migration, or a disclosed liquidity surcharge.

8.9 Any liquidity surcharge or pricing adjustment will be based on a disclosed methodology or fee schedule where practicable and will not be represented as a fixed percentage of spread unless the benchmark and calculation method are clearly defined. Immediate controls may be applied without prior notice where necessary to protect system or market integrity, with notice provided afterwards where appropriate.

9. Payments, Client Money and Withdrawals

9.1 You may fund an Account using payment methods that we make available. We may add, remove or restrict payment methods at any time for legal, commercial, fraud, risk or operational reasons.

9.2 We may refuse a deposit or require additional evidence if the payment method is not in your name, the source of funds is unclear, the payment creates sanctions or fraud risk, or the transaction is inconsistent with your Account profile.

9.3 Funds received by us will be credited to your Account only after they have cleared and passed any required checks. A credit displayed before final settlement may be reversed if the underlying payment is rejected, reversed, charged back or found to be fraudulent.

Client money treatment

9.4 We will maintain bank and payment arrangements for client funds in accordance with Applicable Law and our disclosed client-money arrangements. Client funds may be pooled with funds of other clients. The fact that funds are pooled does not, by itself, determine whether they are legally segregated from Company assets or protected by a statutory client-money regime.

9.5 Unless a separate written disclosure expressly states that statutory segregation, trust protection, compensation-scheme protection or equivalent safeguards apply to your funds, you should not assume that such protections apply. The specific client-money treatment relevant to your Account may be set out in onboarding disclosures, payment notices or other policies made available to you.

9.6 Unless otherwise required by law or agreed in writing, we are entitled to interest or earnings generated on bank balances associated with client funds. We will not charge a separate investment-management fee merely because funds are held with a bank or payment provider.

Withdrawals

9.7 You may request withdrawal of Free Balance. We may withhold or delay a withdrawal to the extent reasonably necessary to satisfy Margin requirements, settle open obligations, complete verification, comply with AML/CFT or sanctions obligations, investigate fraud or abuse, process a payment reversal, or exercise a contractual right of set-off.

9.8 Where practicable and consistent with legal requirements, withdrawals may be returned to the original funding source before another payment method is used. We may require supporting documents and may apply reasonable payment-provider or conversion charges that have been disclosed to you.

9.9 We will process valid withdrawal requests as soon as reasonably practicable, subject to verification, banking and payment-provider processing times. We will notify you of a material hold or rejection where law permits and where doing so would not compromise an investigation or legal obligation.

10. Fees, Commissions, Swaps and Currency Conversion

10.1 You must pay the spreads, commissions, financing charges, swap charges, conversion fees, data fees, inactivity fees and other charges applicable to your Account or Contract. Current charges are published on our website, Platform, Contract Specifications, fee schedule or account terms.

10.2 We may change our fees and commissions. For a material increase under our control, we will ordinarily give at least thirty (30) days' notice. Changes arising from third-party costs, exchange or liquidity charges, currency movements, tax, law or urgent market conditions may take effect on shorter notice where reasonably necessary.

10.3 We may deduct fees, commissions, charges and amounts due to us directly from your Account when they arise or at such other time as disclosed. You are responsible for maintaining sufficient Free Balance to meet these amounts.

10.4 If you fail to pay an amount due to us, we may charge default interest at a reasonable rate linked to a relevant central-bank or market benchmark plus a margin of up to 3% per annum, or another rate disclosed to you, subject to Applicable Law.

10.5 Where we convert currency, we may use a prevailing spot or reference rate plus or minus a conversion spread or fee of up to 1%, unless a different rate has been disclosed for the relevant payment method or Account.

10.6 Open Contracts may be subject to daily financing, Swap Charges or Swap Benefits at the applicable rollover time. Swap rates may differ for long and short positions and may change to reflect interest rates, liquidity, market practice, instrument-specific adjustments and our financing costs. Current rates are available in the Platform or Contract Specifications.

11. Market Disruption, Corporate Actions and Adjustments

11.1 If an Underlying Market is suspended, limited, closed, disrupted or otherwise unavailable, or if reliable pricing is materially impaired, we may suspend quoting or trading, reject Orders, widen spreads, reduce leverage, adjust Margin or use a reasonable reference price until normal conditions resume.

11.2 If a disruption continues and we cannot reasonably maintain a Contract, we may Close-Out all or part of the affected Contract at a value determined in good faith using available market information, hedging prices, indicative quotes, last traded prices or other reasonable references.

11.3 If a Corporate Action affects an Underlying Asset, we may make an adjustment that reasonably preserves the economic effect of the position or reflects the treatment a holder of the Underlying Asset would receive. Adjustments may include changing price, size, quantity, financing, Margin or Order levels; cancelling Orders; making cash adjustments; or Closing-Out and reopening positions where appropriate.

11.4 Corporate Actions may include stock splits, consolidations, rights issues, bonus issues, buy-backs, delistings, mergers, takeovers, distributions, special dividends, spin-offs, insolvency events, index rebalances, futures rolls and, for digital assets, forks, airdrops or similar events.

11.5 CFDs do not confer voting rights. For share or index CFDs, we may make dividend or financing adjustments to reflect the economic effect of dividends or other distributions. Long and short positions may receive different gross or net adjustments because of tax, withholding, market practice or hedging costs.

11.6 We will act reasonably and in good faith when determining an adjustment under this section and will make information available as soon as reasonably practicable where the effect is material.

12. Market Conduct and Conflicts of Interest

12.1 You must not place an Order or enter a Contract that would breach Applicable Law relating to insider dealing, market manipulation, disclosure of substantial holdings, sanctions or other market-conduct rules. You are responsible for any legal disclosure obligations arising from your economic exposure.

12.2 We may hedge client exposure and may, at times, hold positions that are similar to, opposite to or economically related to your positions. We may also act as principal in your Contracts. These activities can create conflicts of interest, which we manage through our internal policies, execution arrangements, disclosures and risk controls.

12.3 We may refuse, cancel or Close-Out an Order or Contract where we reasonably believe the transaction may involve inside information, market manipulation, unlawful conduct or a legal or regulatory prohibition. Where permitted, we will provide notice, but we may be unable to disclose reasons in certain cases.

12.4 We do not owe you a duty to disclose our own positions, hedges, exposure, Liquidity Providers or proprietary risk-management decisions except where Applicable Law expressly requires disclosure.

13. Client Obligations, Representations and Warranties

13.1 You represent and warrant when you accept the Agreements and each time you place an Order that:

(a) you have legal capacity and all necessary authority, consents and approvals to enter into and perform the Agreements;

(b) your use of the Services and each transaction complies with Applicable Law;

(c) information and documents you provide are accurate, complete and not misleading;

(d) funds used for the Account are beneficially owned or lawfully controlled by you and are not proceeds of crime or subject to an undisclosed security interest;

(e) you are not relying on us for personal investment, legal or tax advice;

(f) you understand the leveraged and OTC nature of the products and can bear the risk of losing all funds held in the Account;

(g) you will act in good faith and will not engage in prohibited conduct under section 8; and

(h) if you act for a company, trust, partnership or other entity, you have authority to bind that entity and have disclosed the relevant beneficial ownership and control information.

13.2 You must promptly notify us if a representation becomes incorrect or misleading, if your legal or financial capacity materially changes, if you become insolvent, or if an Event of Default occurs or is likely to occur.

13.3 You must provide information reasonably requested by us in connection with your Account, transactions, tax status, source of funds, beneficial ownership, compliance, audit, dispute investigation or risk management.

14. Company Rights and Risk Controls

14.1 In addition to other rights in the Agreements, we may, where reasonably necessary and proportionate:

(a) reject, limit or cancel pending Orders;

(b) reduce position limits, leverage or product access;

(c) increase Margin requirements or adjust execution settings;

(d) Close-Out all or part of an open Contract;

(e) suspend deposits, withdrawals or Account access;

(f) make a correction permitted by section 6 or section 8; or

(g) terminate an Account or the Agreements under section 17.

14.2 We may exercise these rights where an Event of Default occurs; Margin is insufficient; abnormal or disrupted market conditions exist; reliable pricing or liquidity is unavailable; a legal, regulatory, sanctions, fraud, cybersecurity or operational risk arises; an Account exceeds our exposure limits; or we reasonably believe action is required to protect clients, the Company, our Liquidity Providers or market integrity.

14.3 We are not required to open, maintain or Close-Out a Contract or process a payment if we reasonably believe doing so would breach Applicable Law or a direction of a competent authority.

14.4 Where a right is stated to be discretionary, we will exercise that discretion honestly, for a proper purpose and in a manner that is not arbitrary, having regard to relevant circumstances and our legitimate legal, operational and risk-management interests.

15. Liability, Indemnity and Force Majeure

Indemnity

15.1 You indemnify us for direct losses, liabilities and reasonable costs that arise from your material breach of the Agreements, fraud, unlawful conduct, misuse of the Services, failure to pay an amount due, or instructions properly acted upon from you or an Authorised Person, except to the extent the loss was caused by our fraud, wilful misconduct, gross negligence or breach of a non-excludable duty.

15.2 An indemnity under this section is limited to amounts reasonably connected with the relevant breach or event and does not give us a right to recover the same loss twice. It survives termination to the extent necessary to enforce accrued rights.

Exclusion and limitation of liability

15.3 To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special or consequential loss, loss of opportunity or loss of anticipated profit that is not the direct result of the relevant breach. This does not exclude liability that cannot lawfully be excluded.

15.4 We are not liable for loss arising solely from market movement, slippage, liquidity, suspension, a third-party market or data failure, your device or internet failure, unauthorised use caused by your failure to protect credentials, or an event outside our reasonable control, except to the extent our own fraud, wilful misconduct, gross negligence or material control failure caused or increased the loss.

15.5 Nothing in the Agreements excludes or limits liability for fraud, wilful misconduct or any liability that Applicable Law does not permit to be excluded or limited.

Force majeure

15.6 A Force Majeure Event may include war, terrorism, civil disorder, natural disaster, epidemic, government action, sanctions, exchange or market closure, extreme volatility, failure of a material utility or telecommunications network, cyberattack, failure of a Liquidity Provider or market infrastructure, or any event beyond our reasonable control that prevents or materially impairs performance.

15.7 During a Force Majeure Event we may take reasonable steps to protect the Company, clients and market integrity, including suspending services, changing Margin or leverage, restricting products, altering trading sessions or Closing-Out affected positions using reasonable available pricing. We will seek to resume normal service when practicable.

16. Guarantees (where applicable)

16.1 We may require a guarantee where the Client is a company, trustee, special-purpose entity or where our credit assessment reasonably requires additional support. Any guarantee must be documented in the Application Form or a separate guarantee accepted by us.

16.2 Unless the relevant guarantee states otherwise, a Guarantor's obligation is continuing, applies to the Client's payment and performance obligations, and may be enforced without first exhausting remedies against the Client, subject to Applicable Law.

16.3 A Guarantor must receive or have access to the Agreements and should obtain independent legal advice before providing a guarantee. The terms of the signed guarantee prevail over this section if there is any inconsistency.

17. Default, Suspension and Termination

17.1 You may terminate the Agreements by giving written notice after all Contracts have been Closed-Out and all amounts due have been settled. A termination request does not prevent us from completing pending settlements, compliance checks or withdrawal procedures.

17.2 We may terminate the Agreements on at least seven (7) days' written notice for commercial or risk reasons, or immediately where an Event of Default occurs, where continued service would be unlawful, or where immediate action is reasonably necessary to protect the Company or other clients.

17.3 An Event of Default includes:

- **(a)** failure to meet Margin or pay an amount due;
- **(b)** material breach of the Agreements that is not remedied within seven (7) days where the breach is capable of remedy;
- **(c)** fraud, identity misuse, forgery, payment fraud, money laundering, sanctions exposure or prohibited conduct under section 8;
- **(d)** insolvency, bankruptcy, liquidation, administration, inability to pay debts as they fall due, or a substantially similar event;
- **(e)** death or legal incapacity of an individual Client;
- **(f)** a representation or warranty being materially incorrect or misleading;
- **(g)** a competent authority requiring or reasonably necessitating suspension or termination; or

(h) any circumstance in which continuing the relationship would create a material legal, credit, operational, market-integrity or reputational risk that cannot reasonably be managed by less restrictive measures.

17.4 Following suspension or termination, we may cancel pending Orders, Close-Out open Contracts, consolidate Accounts, apply netting and set-off, deduct amounts due, reverse improper benefits and transfer any remaining credit balance to you after completing required checks.

17.5 Termination does not affect accrued rights, payment obligations, indemnities, confidentiality, data-processing rights, liability provisions, dispute provisions, guarantees, netting, set-off or any other provision intended to survive termination.

17.6 If an Account holder dies, the legal personal representative or lawful heirs must provide documents reasonably satisfactory to us before we release funds or act on instructions. We may require probate, letters of administration, succession documents, identity verification, indemnities or other evidence appropriate to the jurisdiction.

18. Complaints and Dispute Resolution

18.1 If you are dissatisfied with the Services, you may submit a complaint by email to info@fxcg.com with "Complaint" in the subject line, or through another complaint channel published by us. Please provide your name, Account number, relevant Order or transaction identifiers, dates, the issue complained of and the outcome you seek.

18.2 We aim to acknowledge a complaint within five (5) Business Days and to provide a substantive or final response within thirty (30) calendar days. Complex matters may require additional time; if so, we will explain the reason for the delay and provide an updated timeframe where practicable.

18.3 We may review trading records, Platform logs, communications, Liquidity Provider data, payment records and other relevant information when investigating a complaint. You agree to provide reasonable assistance and supporting documents.

18.4 If a complaint is not resolved to your satisfaction, you may pursue any rights available under Applicable Law, including proceedings before a competent court. Unless a separate regulatory disclosure identifies an external ombudsman, compensation scheme or statutory dispute-resolution body applicable to your Account, we do not represent that such a scheme is available.

18.5 A complaint does not suspend Margin, settlement or other obligations unless we agree in writing or Applicable Law requires otherwise. We may still take necessary risk-management action while a complaint is being investigated.

19. Privacy and Data Protection

19.1 We process personal information to assess applications, open and administer Accounts, provide the Services, execute and monitor transactions, prevent fraud, comply with law, manage risk, communicate with you, resolve disputes, improve services and carry out other legitimate business purposes described in our Privacy Policy.

19.2 Depending on the processing activity and Applicable Law, the Company may act as a data controller or equivalent decision-maker for personal information processed for its own purposes. Service providers may act as processors or as separate controllers where they determine their own purposes or are required by law to process data independently.

19.3 We may disclose personal information on a confidential or legally permitted basis to Affiliates, Liquidity Providers, banks, payment providers, Platform and technology providers, identity and credit-reference services, professional advisers, auditors, insurers, prospective purchasers, regulators, law-enforcement bodies, courts and other persons where reasonably necessary for the purposes described in this section.

19.4 We may transfer personal information across borders. Where Applicable Law requires safeguards for international transfers, we will use appropriate contractual, organisational or other lawful measures.

19.5 We may use contact and profile information to provide service messages and, where permitted, marketing or product information. You may opt out of direct marketing by contacting info@fxcg.com, but this will not prevent us from sending operational, legal, security or Account-related communications.

19.6 You may request access to or correction of personal information and may have other rights depending on Applicable Law. Requests should be sent to info@fxcg.com and marked for the attention of the Data Protection Officer or privacy team.

19.7 Our website and Platform may use cookies and similar technologies. Further details are set out in our Privacy Policy and Cookies Policy as published from time to time.

20. Communications, Records and Notices

20.1 We may communicate with you by email, Platform message, secure portal, telephone, SMS, push notification, website notice or any other method you have authorised or that is reasonably appropriate for the communication.

20.2 Formal notices under the Agreements may be sent to the latest contact details you have provided. An electronic notice is treated as received when it is sent or made available, unless we receive a delivery failure message or Applicable Law requires a different rule. A notice specifying a later effective time takes effect at that later time.

20.3 You must keep your contact information current and review communications made available through the Platform. You should not assume that we will contact you before a Margin Close-Out, risk-control action or urgent legal action.

20.4 You consent to the recording of telephone calls, online chats, video calls and meetings with us. Recordings and transcripts may be used for quality, training, compliance, security, dispute resolution and legal purposes, and may be disclosed where required or permitted by law.

20.5 Our electronic records, server logs, Confirmations, statements and recordings are admissible as evidence and will be prima facie evidence of the matters recorded, subject to proof of Manifest Error or other demonstrable inaccuracy.

21. General Provisions

21.1 Netting. If both parties owe each other amounts under the Agreements, amounts may be netted to the extent they are due in the same currency or after conversion in accordance with section 10. On termination, we may determine Close-Out values and calculate a single net amount payable by one party to the other.

21.2 Set-off. We may set off an amount we owe you against an amount you owe us under the Agreements, including across Accounts where permitted by Applicable Law. We may make necessary currency conversions for the purpose of set-off.

21.3 Changes. We may amend the Agreements by notice. We will ordinarily give at least thirty (30) days' notice of a material change that is adverse to you and within our control. A change may take effect sooner where required by law, a regulator, a third-party market or service provider, an urgent risk issue or abnormal market conditions. If you do not accept a non-urgent material change, you may Close-Out positions and terminate the Agreement before the change takes effect.

21.4 Assignment. You may not assign or transfer rights or obligations under the Agreements without our prior written consent. We may assign or transfer our rights or obligations to an Affiliate, successor or third party as part of a restructuring, sale, transfer of business or risk-management arrangement, provided the transfer does not materially reduce your accrued contractual rights without notice where notice is legally required.

21.5 No waiver. A delay or failure to exercise a right does not waive that right. A waiver is effective only if given in writing and applies only to the specific circumstances stated.

21.6 Severability. If a provision is void, illegal or unenforceable, it is ineffective only to that extent. The remaining provisions continue in effect, and the invalid provision should, where possible, be interpreted or replaced to achieve a lawful result closest to its commercial purpose.

21.7 Entire agreement. The Agreements constitute the entire agreement between the parties regarding the Services and supersede prior representations or understandings on the same subject, except for fraud or any matter that cannot lawfully be excluded.

21.8 Further assurance. Each party will execute documents and take reasonable steps necessary to give effect to the Agreements and lawful transactions under them.

21.9 Taxes. You are responsible for taxes, duties and reporting obligations arising from your Account or transactions. We may withhold or deduct amounts where required by law and are not required to gross up a payment unless Applicable Law or a written agreement expressly requires it.

21.10 Governing law and jurisdiction. The Agreements are governed by the laws of Anguilla. Subject to any mandatory rights you may have under Applicable Law, the parties submit to the non-exclusive jurisdiction of the courts of Anguilla.

21.11 Currency. Unless otherwise agreed, amounts under the Agreements are denominated and payable in United States Dollars (USD), with conversions made where necessary under section 10.

22. Definitions and Interpretation

Term	Meaning
Account	a trading account that you hold with us.
Affiliate	an entity that directly or indirectly controls, is controlled by, or is under common control with the Company.
Agreements	these Terms together with the Application Form, account-specific terms, Contract Specifications, Confirmations, fee schedules, risk disclosures and other documents expressly incorporated by reference.
Applicable AML/CFT Laws	applicable laws, regulations, codes, sanctions and requirements relating to anti-money laundering, counter-terrorist financing, proliferation financing, customer due diligence and financial crime.
Applicable Law	any law, regulation, rule, binding code, court order, sanctions requirement or lawful direction that applies to a party, an Account, the Services or a transaction.
Application Form	the form or electronic process through which you apply for an Account.
Authorised Person	a person approved by us to give instructions or act in relation to your Account.
Business Day	a day on which banks are generally open for ordinary business in Anguilla, excluding Saturdays, Sundays and public holidays in Anguilla.
CFD	a contract for difference, being an OTC derivative that provides economic exposure to changes in the value of an Underlying Asset without ownership of that asset.
Close-Out / Closed-Out	termination of all or part of a Contract and calculation of the resulting Profit or Loss.
Confirmation	an electronic or written record confirming the execution or terms of an Order or Contract.
Contract	an OTC derivative contract between you and us, including a Margin FX Contract or CFD.
Contract Quantity	the notional quantity or number of units to which a Contract or Order relates.
Contract Specifications	the product specifications, trading hours, Margin, leverage, swap, minimum size, tick size and other operational terms published for an Instrument.
Corporate Action	an event affecting an Underlying Asset, including a split, consolidation, rights issue, dividend, distribution, merger, takeover, spin-off, buy-back, delisting, insolvency event, index change, futures roll, fork or similar event.

Term	Meaning
Event of Default	an event described in clause 17.3.
Force Majeure Event	an event described in clause 15.6.
Free Balance	the amount in an Account that is not required as Margin or otherwise reserved for obligations.
Guarantor	a person who has provided a guarantee accepted by us in connection with your obligations.
Instrument	a product or market made available for trading through the Services.
Leverage	the ratio between the notional exposure of a position and the Margin required to maintain it.
Limit Order	an Order intended to execute at a specified price or better, subject to market availability and the applicable Order rules.
Liquidity Provider	a bank, broker, venue, market maker or other counterparty from whom we obtain pricing, execution, hedging or liquidity.
Manifest Error	an error described in clause 6.10.
Margin	funds or value required to open or maintain a leveraged position.
Margin FX Contract	a leveraged OTC foreign exchange derivative offered by us.
Negative Balance Protection	the protection described in clauses 7.7 to 7.9.
Order	an instruction or request to enter into, amend or Close-Out a Contract.
OTC	over-the-counter, meaning a transaction entered into directly with us rather than on an exchange in your name.
Platform	trading software, web portal, mobile application, API or other facility made available for accessing the Services.
Politically Exposed Person / PEP	a person entrusted with a prominent public function, together with family members and close associates to the extent defined by Applicable AML/CFT Laws.
Profit / Loss	the economic gain or loss on a Contract, including applicable charges and adjustments.
Services	the trading, execution, Account, Platform and related services provided under the Agreements.
Stop Order / Stop Loss Order	an Order that becomes eligible for execution when a specified trigger price is reached, subject to market availability and slippage.
Stop-Out Level	the Margin Level or other threshold at which positions may be automatically or manually Closed-Out, as specified for the relevant Account or product.
Swap Charge / Swap Benefit	the financing debit or credit applied to an open Contract at the relevant rollover time.
Underlying Asset	the instrument, asset, index, rate, commodity, currency, equity, digital asset,

Term	Meaning
	futures contract or other reference from which the value of a Contract is derived.
Underlying Market	a market, exchange, venue, dealer market or pricing source in which an Underlying Asset is traded or valued.

22.1 Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. References to a person include an individual, company, partnership, trust, association, governmental body or other legal or commercial entity where the context permits.

22.2 A reference to a law includes amendments, replacements, subordinate legislation and legally binding instruments made under it. A reference to a document includes that document as amended in accordance with the Agreements.

22.3 If an obligation is due on a day that is not a Business Day, it is due on the next Business Day unless the relevant trading or payment rule requires otherwise.

CLIENT ACKNOWLEDGEMENT

By accepting these Terms electronically, signing the Application Form or using the Services after these Terms are made available to you, you acknowledge that you have had an opportunity to read the Agreements, understand the material risks of leveraged OTC trading, and agree to be bound by the Agreements.