Client Agreement – ZYZ CAPITAL LIMITED

Terms and Conditions

1. Introduction

1.1 ZYZ Capital Limited (Registration No. 2024-00712) is a company duly incorporated and registered in Saint Lucia under the applicable laws and statutory framework governing International Business Companies in Saint Lucia. The Company maintains its registered office at: Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. Email: info@zyzcapitalltd.com

1.2 This Agreement is a contract between you and ZYZ Capital Limited. It sets out the terms under which we will provide our services to you. Please read it carefully and ask for an explanation on any point not clear to you. The terms set out in it will come into effect when your trading account goes live and we have received your first deposit.

1.3 Classification. On the basis of the information that you have provided, we have classified you as a Retail Client.

1.4 We are entering into this Agreement on the basis that your investment objectives are to maximize capital growth.

2. Our Services

2.1 We can buy and sell investments on your behalf. We do not have any discretion to enter into transactions on your behalf without prior consent and will not provide you with any investment advice of any nature. We will execute transactions on your behalf solely on the basis that you are not expecting, and will not provide any advice whatsoever on the merits of the transaction or its suitability for you. You agree that we are not required to explain any risks that may arise because of a particular transaction and that the execution of any order on your behalf does not in any way imply any approval or recommendation by us of that transaction.

2.2 We are required to have a best execution policy which we make available to clients. This is provided to you separately from this Agreement. We require you to notify us if you are trading via an Expert Advisor or such system. We also require full disclosure if you are looking to trade over news figures/releases and/or arbitrage between our rates and another party's.

2.3 We may deal on your behalf in the following investments:

1. Contracts for Difference
2. Rolling Spot Foreign Exchange

3. Futures
4. Shares
5. Government and public securities
6. Options

2.4 We may deal for you in circumstances in which the relevant deal or the underlying instrument of the relevant deal is not regulated by the rules of any stock exchange or investment exchange.

2.5 Execution venues. Unless stated to the contrary at the time of trading, we provide some products and services to you which are off-exchange transactions ('OTC contracts'). We will execute your orders in accordance with the Best Execution Policy which will be provided to you separately. We may hedge such trades either through OTC contracts or Exchange traded contracts. In all cases, those contracts will be traded against their market counterparties who in turn may trade directly against the Exchange(s). Where you ask for a quote in an Exchange traded instrument (eg financial futures) you will be advised from which Exchange and how the price was derived for that instrument. The main Exchanges from which such prices may be quoted are: CBOT, CME, COMMEX, EUREX, EURONEXT, HFE, LIFFE, ICE, MIL, MFM, MSE, NYMEX, NYBOT, NYSE, OML, OBX, OSE, SFE & NASDAQ OMX.

Where we act in relation to instruments executed outside a regulated market, we may, in accordance with our stated execution policy, deal with or for you subject to having received your express prior written consent so to do.

3. Commission and Charges

3.1 We will agree with you, before entering into any contract under this Agreement, the amount of any commission to be charged. This will be itemized separately on the statement sent to you. Commission rates will be those prevailing at the time commissions are charged and may be changed from time to time without prior notice to you.

3.2 We will advise you with details of the total price to be paid by you in connection with a transaction including all related fees, commissions, charges and expenses and taxes payable via ourselves, or if an exact price cannot be indicated, the basis for the calculation of the total price.

3.3 If any part of the total price is to be paid in or represents an amount in a currency which is not the base currency of your trading account, you will be provided with an indication of the currency involved and the applicable currency conversion rates and costs.

3.4 You will be advised of any other costs, including taxes, relating to the transaction that may arise that are not paid through or imposed by us.

3.5 We may rebate to third parties all or part of the commissions that are charged to you and undertake to provide you with further details on request. We may also have arrangements for spread-based rebates to third party introducing agents where we consider such arrangements will not affect the spread you would otherwise have been offered and undertake to provide you with further details on request.

4. Material Interests and Conflict of Interests

4.1 We, or another company or person associated with us, may from time to time have a material interest concerning an investment in which we deal on your behalf. Our employees or associates are nevertheless required to treat you fairly in relation to such conflicts of interest or material interest. We can act notwithstanding any such interest provided we disclose our interest to you. If you object to us acting for you where we have a material interest or conflict of interest you should notify the Compliance Officer in writing. Unless so notified, we will assume that you do not object to us acting in this way.

4.2 You agree that we are not required to make any prior specific disclosure to you if we match your transaction with that of another customer.

4.3 Conflicts of Interest Policy. We have a Conflicts of Interest Policy which details how the firm will handle any conflicts of interest in its dealings with you as a Client, details of which are available on request.

5. Contract Notes and Settlement

5.1 We can send you a contract note containing essential details of the transaction following the purchase or sale of any investment.

5.2 All transactions will be due for settlement in accordance with the market requirements (as shown on the relevant contract note or advice). You will ensure that we receive all cash and securities when due with respect to any transaction which is to settle on your behalf and that all cash or investments held by, or transferred to, us will be and remain free of any lien, charge or encumbrance. All payments due to us will be made without set-off, counterclaim or deduction.

5.3 The value date for all transactions will be the second business day after the date of the transaction unless otherwise specified by the underlying market.

5.4 Business days are Mondays to Fridays excluding UK bank holidays and public holidays observed in New York. If you are trading on products that are quoted on other exchanges such as the Copenhagen Stock Exchange then that country's bank holidays will also affect what is determined as a business day.

5.5 We may agree to provide credit for a transaction to be carried out overnight for a fee.

6. Your Money and Investments

6.1 Your money will be held by us as Client Money, among other things, require us to hold your money in a client segregated bank account. Your funds will therefore be segregated from our own funds in a client bank account. Your money will be held with other clients' money in a pooled account. This means that client money is held as part of a common pool of money, so you do not have a claim against a specific sum in a specific account; your claim is against the client money pool in general. This means that in the event of an unreconciled shortfall caused by the default of the bank in the money held in the pooled account, you may share proportionately in that shortfall.

6.2 It may not be possible in all circumstances for your investments held with a third party to be separately identifiable from the proprietary investments of that third party or of our own investments. This means that your entitlement may not be individually identifiable on the relevant company register, by separate certificates or electronic records (other than ours, where they will be identifiable) and, in the event of an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

6.3 In certain circumstances, we may hold client money for you, which has been allocated to you but has not been claimed by you. We will cease to treat as client money any unclaimed balances after a period of six years. This will only occur if we have taken reasonable steps to determine that there has been no movement on the balance during this period (notwithstanding any payments or receipts or charges, interest or similar items). We will attempt to contact you at your last known address, and you will be given 28 days from the date of notification of the intentions to cease to treat the balance as client money to make a claim. We undertake to make good any valid claim against balances that were released from being treated as client money, upon the provision by you of information to evidence the validity of your claim.

6.4 We will not pay any interest on client money that we may hold for you.

6.5 Before we enter into any securities financing transactions in relation to any investments we are holding on your behalf or before using such investments for our own account or the account of another client, we will provide you with full and accurate information on our obligations and responsibilities with respect to the use of those investments, including the terms for our restitution and on the risks involved.

7. Credit

7.1 If we agree to offer you credit you will be sent details of the terms under which the credit will operate, separately.

7.2 You should not agree to a credit limit that is in excess of what you can reasonably afford.

7.3 If you exceed your credit limit, we may decide to stop carrying out transactions for you, although depending on the circumstances we may, at our discretion, agree to extend your credit.

8. Instructions

8.1 We may rely on and treat as binding any instruction which we have accepted in good faith, and which we believe to be from you or someone entitled to instruct us on your behalf.

8.2 We may accept instructions from you verbally or in writing as well as over the internet. However, we may, entirely at our discretion, require any instructions given verbally to be confirmed in writing. We may acknowledge your instructions verbally or in writing.

8.3 We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or in our opinion infringe any law, rule, regulation

or term of this Agreement or, in the case of instructions received from an agent, if we reasonably believe that such agent may be acting in excess of their authority.

8.4 If at any time you are unable for any reason to communicate with us, we shall not:

1. be responsible for any loss, damage or cost caused to you by any act, error, delay or omission resulting from the failure to communicate, where such loss, damage or expense is a result of your inability to enter into a transaction, and

2. be responsible for any loss, damage or expense caused to you by any act, error or omission or delay resulting from that inability, including without limitation, where such loss, damage or expense is a result of your inability to close a transaction, except where your inability to instruct us or communicate with us results from our fraud, willful default or negligence.

8.5 You agree that any instruction and communication sent by you or on your behalf is made at your risk and you authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction (whether or not in writing) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you.

8.6 We reserve the right to refuse to accept any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to manifest human error or stale/incorrect/broken price feeds. Where we have opened or closed a trade before becoming aware of the price disparity, we may at our absolute discretion either treat that trade as void or accept that trade at the prevailing market price.

8.7 We will monitor the total amount of positions that are available to you.

8.8 We may at our discretion refuse to accept further orders from you or deem it necessary to impose limits on the overall net positions in your accounts.

9. Stop Orders and Limit Orders

9.1 We may agree to accept an order from you that requires us to open or close a transaction once either the quote for the investment or an underlying market quote reaches or exceeds a level specified by you (a "stop order" or "limit order").

9.2 You may also give us a specified or indefinite period for that order to have effect (a "Good Till Cancelled" or "GTC" order).

9.3 If a Stop Order or Limit Order is accepted by us the transaction will automatically be carried out once the relevant market quotation reaches the level of our quote, bearing in mind that in some cases when the market is moving quickly our quote may have exceeded the level of your Stop or Limit Order by the time your order is actually executed.

9.4 You may, with our consent, cancel or amend the level of Stop or Limit Order at any time before we quote or the market quotation reaches or exceeds the specified level. We will not withhold our consent

unreasonably. Once the level has been reached, you will not be entitled to cancel or amend the level of order.

9.5 If you cancel any transaction or part of a transaction where a Stop or Limit Order is in place before the level of the Stop or Limit Order is reached, you must also ensure the Stop or Limit Order is cancelled if you do not want the order to continue to remain valid.

9.6 If you do not cancel the Stop or Limit Order we may continue to treat the Stop or Limit Order as an instruction to enter into a new transaction for you once our quote or the relevant market quotation reaches or exceeds the level of the Stop or Limit Order.

9.7 Use of a Stop or Limit Order is subject to the following conditions:

(a) when you instruct us to close part but not all of a transaction entered into, both the part which you ask us to close and the part which would remain open cannot be smaller than the minimum size advised by us from time to time;

(b) a Force Majeure Event must not have occurred;

(c) when you instruct us to carry out a transaction you must not be in breach of this Agreement;

(d) the telephone or Internet conversation in which you instruct us to open or close the transaction must not be terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;

(e) you must not have exceeded your credit limit, and

(f) you must instruct us on the transaction during the normal trading hours for that investment.

9.8 You acknowledge that when we place your orders we may or may not be dealing with a market maker who is dealing as Principal and thus not against the underlying market and that they will, in good faith, execute your order on the level that might have been achieved on the underlying market, it may not always be possible to determine unequivocally what that level may have been.

10. Internet

Please note the following if you want to communicate with us using the Internet:

10.1 The Internet is an unreliable medium of communication and this unreliability is beyond our control;

10.2 Trading on the Internet is not instantaneous and several seconds may elapse between the time when you give your order via the Internet to us and the time when it is received by us, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on your PC;

10.3 We will not execute an order by you until it has been received by us;

10.4 We will not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given or any other communications being made by email or via the Internet;

10.5 You have sole responsibility for all orders and the accuracy of all information sent via the Internet using your name or personal identification number;

10.6 You will bear the risks of any misunderstandings or errors in any communication via the Internet or email;

10.7 It is not usually possible to cancel an instruction after it has been given;

10.8 The time shown on our electronic logging system and the information contained on our server will be conclusive as to the exact time of receipt of any messages or orders and as to the accuracy of information.

11. Data Protection, Disclosure of Information and Record Retention

11.1 For the purpose of data protection legislation, as amended from time to time, you agree that we and our associates may process personal data relating to you (using computer systems or otherwise) in carrying out our duties under this Agreement.

11.2 We have certain responsibilities under applicable law and regulatory rules to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. You confirm that all information you supply will be accurate and you consent to ZYZ Capital Limited passing on such information as we consider necessary to comply with any reporting requirements.

11.3 We have associated companies within our group. You agree that we may disclose information about you to any associated company for any purpose. We, and our associates, will hold all the information you provide on computer for administration, marketing and risks assessment purposes. We may also disclose your personal information to third party credit reference agencies in order to search their files. Such credit reference agencies will record the search. In order to provide you with the best possible service we will share your information with all our associated companies. You consent to your personal information being used in this manner. If you do not wish your information to be used for marketing purposes, please inform us.

11.4 The information held about you is confidential and will not be used for any purpose except as stated in this Agreement. Information of a confidential nature will be treated as such provided it is not already in the public domain. Information of a confidential nature will only be disclosed outside our group of companies, in the following circumstances:

(a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);

(b) to investigate or prevent fraud or other illegal activity;

(c) to any third party in connection with the provision of services to you by us;

(d) for purposes ancillary to the provision of services or the administration of your account, including, without limitation, for the purpose of credit enquiries or assessments; or

(e) if it is in the public interest to disclose such information; or

(f) at your request or with your consent.

11.5 By signing this Agreement, you will be consenting to the transmittal of your data outside of the EU/EEA for the purposes outlined in 11.3 above.

11.6 In accordance with the below terms, you will not be at liberty to request the destruction or deletion of any record pertaining to you unless we are required to do so by force of law or other regulatory requirement.

11.7 Under the Data Protection Act 1998 and in order to facilitate our communications with you and our administration of your affairs, you consent to the recording of relevant personal information on the firm's computer system and when necessary disclosing such information to third parties in carrying out your instructions. We will supply to you at your request, on payment of a fee, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data. In the first instance, you should direct any such request to us. You should let us know if you think any information held about you is inaccurate, so that it may be corrected.

11.8 In accordance with the legal and regulatory requirements, we will retain your records for a minimum period of six years following the termination of any relationship between you and us. This period may be extended by force of law, regulatory requirement or any agreement between you and us.

12. Complaints and Compensation

12.1 All complaints should be directed in the first instance to:

Complaints

ZYZ Capital Limited – Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia

Email: info@zyzcapitalltd.com

12.2 We will try to resolve your complaint as quickly as possible, but in any event will acknowledge receipt of your letter promptly. The acknowledgment will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy.

13. Amendment

13.1 We reserve the right to alter the terms set out in this Agreement at any time. You are deemed to have consented to any alteration that may be made to this Agreement if we do not receive notification otherwise from you, in writing, between the time that the changes were notified to you and their coming into effect.

13.2 We will not conduct any business for you on the amended terms within the period of ten business days after we give you notice of the amended terms, unless it is in the circumstances impracticable to do so.

14. Limitation of Liability and Indemnity

14.1 Unless caused by our fraud, willful default or negligence, neither we nor any associated company nor any employee will be liable to you for any loss of profits, indirect, consequential or incidental damages, liabilities, claims, losses, awards, proceedings and costs suffered or incurred by you in connection with the services we provide to you as set out in this Agreement.

14.2 Neither we nor any associated company nor any employee will have any liability to you if we do not act on your instructions or are unable to provide any service under this Agreement as a result of some factor that is beyond our reasonable control (for example, act of God, failure of computer or related systems, failure of market systems or failure of any third party to provide any service to which this Agreement relates).

14.3 Nothing in this Agreement is intended to have the effect of excluding any liability to you which by law cannot be excluded.

14.4 Unless caused by our fraud, negligence or willful default, you will upon demand indemnify us, our associated companies and their employees against any costs, damages, losses or liabilities however arising by reason of or in connection with any action taken, or any transaction entered into, by us under this Agreement.

15. Governing Law and Miscellaneous Terms

15.1 This Agreement is governed in all respects by the laws of Saint Lucia. You agree to submit to the exclusive jurisdiction of the courts of Saint Lucia in the case of any dispute regarding them.

15.2 This Agreement sets out all of the terms and conditions relating to the provision of our services to you, subject to any subsequent amendments that may be notified. It supersedes any terms of business previously agreed between you and us.

15.3 Each contract and any other transaction entered into between us and you under this Agreement constitutes a single agreement between you and us.

16. Termination and Notices

16.1 Either you or we may terminate this Agreement by written notice effective on receipt, save where it is received or deemed to be received on a day which is not a business day in the place of receipt, in which case it will be effective on the next business day there. Termination will not affect any legal rights or obligation which may have accrued. The balance in your account at termination will be repaid to you by bank transfer no later than five business days after this Agreement terminates. Please note we will set this payment up within five business days and therefore the amount of time taken by either bank may affect when these funds are available to you.

16.2 We reserve the right to terminate this Agreement in the event of any abuse of the services provided hereunder, any abuse of our staff or agents, or for any reason as may be deemed reasonable and appropriate by us in respect of our legal and regulatory obligations. We further reserve the right to

suspend this Agreement pending review of our possible subsequent termination and without prior notice to you under such circumstances.

16.3 Any notice, instruction, demand, acknowledgement or request to be given under this Agreement or under any contract entered into pursuant to it must be in writing and, unless it is delivered personally, must be given by email or first class pre-paid post (airmail if sent internationally). Any such notice, instruction, demand, acknowledgement or request must be addressed in the case of us to our address or email address and in your case to the address or email address last notified by you to us. If you or we want to change the address for communication, each must give to the other not less than seven calendar days' notice in writing of the new details. Notices addressed as provided in this paragraph are deemed to have been properly given when sent (in the case of fax); or when delivered (in the case of personal delivery); or two days after posting (in the case of letters sent in the same country); or five days after posting (in the case of letters sent internationally), provided that notices to us are only effective if posted when actually received by us. In each of the above cases any notice received on a non-business day or after business hours in the place of receipt is deemed to be given on the next following business day in that place.

Schedule

Supplemental Terms for Services in relation to Derivatives and Warrants

1. Introduction

1.1 The terms set out in this schedule (the "Supplemental Terms") relate to margined transactions or any transactions arranged by us and are supplemental to, and shall form part of, the terms set out in this Agreement. If there is any inconsistency between these Supplemental Terms and the remainder of the Agreement these Supplemental Terms shall prevail in relation to margined transactions.

1.2 Margined transactions are transactions relating to warrants and derivatives (such as futures, options and contracts for differences) which may render you liable to make additional payments or make margin payments when the transaction fails to be completed or upon the earlier settlement or closing of your positions. Providing margin payments means that you will be required to make further variable payments against the purchase price of the investment instead of paying the whole purchase price immediately. The movement of the market price of your investment will affect the amount of margin payment you will be required to make.

1.3 Before we effect or arrange transactions in derivatives or warrants for you, you must sign this Agreement to confirm that you have read the Derivatives and Warrants Risk Warning Notice set out below.

2. Margin Arrangements

2.1 In relation to margined transactions, you will pay or deliver to us on demand such sums or property by way of deposit or margin as may from time to time be required. In relation to exchange traded transactions, such deposit or margin shall be of such amount or value as shall be determined by us (which may exceed but shall not be less than that required under the rules of the relevant exchange or clearing house). We reserve the right to vary our margin requirements at any time and without notice to you.

2.2 Deposits or margin must be provided to us in such manner and in such form as we may request. Acceptable deposit or margin can include cash or securities or other collateral approved by us in advance.

2.3 You are responsible for maintaining appropriate arrangements with us at all times for the communication of margin calls. If we are unable to contact you or if you fail to provide margin to us in the required time, we may, without prejudice to any other rights or remedies available to it, exercise our rights under paragraphs 2.4 and 2.5 below.

2.4 If you:

(a) fail to make any payment (including any deposit or margin payment) as and when it becomes due, or

(b) fail to perform any obligation due to us (or agents used by us) or where any contracts entered into by you under this Agreement exceed the credit or any other limit placed upon your dealings pursuant to this Agreement;

(c) are otherwise in breach of this Agreement;

(d) if you die or become insolvent or unable to pay your debts;

then we may in our absolute discretion exercise all or any of the following remedies:

(e) at any time and without notice bring to an end all or any of your contracts on the basis of the then prevailing quotations or prices in the relevant markets or, if none, at such levels as we consider fair and reasonable;

(f) exercise any rights of set-off;

(g) retain any funds, investments (including any interest or other payment payable on them) or other assets due to you (whether held as collateral or otherwise) and sell them without notice to you at such price and in such manner as we in our absolute discretion decide, applying the proceeds of sale and discharging the costs of sale to the sums secured by this paragraph;

(h) charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate not exceeding the rate at which we would be charged for borrowing equivalent funds from our own bank. In the case of unpaid deposits or margin, we will where possible take reasonable steps to advise you before exercising our rights to bring an end to contracts pursuant to this paragraph but without prejudice to our right to take such action at any time and without notice.

(i) We will in any event close out the position if you fail to meet a call for margin payment on five consecutive business days. If you fail to execute any document required to be executed to liquidate your position, then you appoint any of our directors for the time being as your attorney with full powers to execute any such document and take all steps necessary to liquidate your position.

2.5 We shall not be liable to you in respect of any choice made by us in selecting the investments liquidated. The proceeds of liquidation (net of costs) will be applied in or towards the discharge of your liabilities and we will account to you for any balance. If such proceeds are insufficient to cover the whole of your liabilities, you will remain liable for the balance.

2.6 Any trade placed by you will be binding on you notwithstanding that at the time you placed that trade you did not have sufficient margin in your account should we, at our sole discretion, decline to make void that trade.

3. Holding of Collateral

3.1 Securities provided as collateral will not be registered in your own name but will be registered, while held by us, in the name of our nominee company or custodian in accordance with applicable regulatory rules. We will exercise reasonable prudence in the selection of such persons but, in the absence of

negligence, fraud or willful default, we do not accept responsibility for the default of any such nominee company or custodian (other than where such nominee company or custodian is an associate of ours).

3.2 Securities provided as collateral may be held by us on a pooled basis, which means that they will be pooled with the securities of other customers, and your individual entitlements may not be identifiable by separate certificates, physical documents or entries on the register. If there is a shortfall, which cannot be reconciled after any default, you may not receive your full entitlement, but may suffer a pro rata share in that shortfall. Securities held as collateral by us will be separately identifiable from other securities held by us for our own account.

3.3 In relation to securities or other assets deposited as collateral:

(a) We will assume responsibility for claiming and receiving dividends and interest payments and will inform you of any rights, issues, take-over offers, capital reorganisations, company meetings, conversion or subscription rights as soon as reasonably practicable after receiving notice of these events;

(b) We will be responsible for notifying you of any rights issues, take-over offers, capital reorganizations, company meetings, conversion or subscription rights and for obtaining your instructions in regard of such events; and

(c) We will not exercise any voting or other rights unless it is instructed to do so by you on your behalf.

(d) We reserve the right to refuse to accept margin payments made except as funds electronically transferred from your nominated bank account. The consequence of a failure on your part to provide instructions to us by the specified time once notification is given to you is entirely your responsibility.

4. Pledging and Transfer of Collateral

4.1 We may pledge, charge, loan or otherwise use or dispose of all or part of any deposit, margin or other property provided to us as if we were the beneficial owner, but this is subject to an obligation to account to you for property of the same nature and description (but not necessarily identical to the property originally delivered to us) and subject to our other rights under this Agreement. This may result in securities delivered to us being registered other than in the name of our nominee company or custodian.

4.2 Any cash, securities or other assets delivered to us by way of deposit or margin may be deposited with and/or pledged or charged to or otherwise placed as security with an intermediate broker, clearing house or exchange upon such terms as we may agree in respect of your obligations and liabilities to that intermediate broker, clearing house or exchange.

4.3 If securities are deposited with and/or pledged or charged to or otherwise placed as security with an intermediate broker, clearing house or exchange and if they are, in the unlikely event of our default, subsequently realized, the proceeds of sale, to the extent that they exceed the amount owed to us and

to the extent that they are returned to us, will be subject to the applicable regulatory pooling rules. The effect of this is, broadly, that such sale proceeds may be used to meet the claims of other segregated customers if an overall deficiency arises in client money held for segregated customers. If any shortfall arises which cannot be reconciled, you may not receive your full entitlement and may share in that shortfall pro rata.

5. Risk Warnings – Derivatives and Warrants

5.1 This notice is provided to you as a Retail Customer in compliance with applicable regulatory rules. This notice cannot disclose all the risks and other significant aspects of warrants and derivative products such as futures, options and contract for differences. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position. Certain strategies, such as "spread" position or a "straddle", may be as risky as a simple "long" or "short" position. Although warrants and/or derivative instruments can be utilized for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points.

5.2 Warrants

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavorable or favorable, in the price of the warrant. The prices of warrants can therefore be volatile. It is essential for anyone who is considering purchasing warrants to understand that the right to subscribe which a warrant confers is invariably limited in time with the consequence that if the investor fails to exercise this right within the predetermined time-scale then the investment becomes worthless. You should not buy a warrant unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges.

5.3 Off-exchange warrant transactions

Transactions in off-exchange warrants may involve greater risk than dealing in exchange traded warrants because there is no exchange market through which to liquidate your position, to assess the value of the warrant or the exposure to risk. Bid and offer prices need not be quoted, and even where they are, they will be established by dealers in the instruments and consequently it may be difficult to establish what is a fair price. Your firm must make it clear to you if you are in an off-exchange transaction and advise you of any risks involved.

5.4 Futures

Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some instances to settle the position with cash. They carry a high degree of risk. The "gearing" or "leverage" often obtainable in futures trading means that a small deposit or

down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements, which are set out in 2.1 to 2.5 above.

5.5 Options

There are many different types of options with different characteristics subject to the following conditions:-

(a) Buying Options: Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under "Futures" (5.4 above) and "contingent liability investment transactions" (5.9 below).

(b) Writing Options: If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell, (when the options will be known as "covered call options") the risk is reduced. If you do not own the underlying asset ("uncovered call options") the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

(c) Traditional options: Certain London Stock Exchange member firms under special exchange rules write a particular type of option called a "traditional option". These may involve greater risk than other options. Two-way prices are not usually quoted and there is no exchange market on which to close out an open position or to effect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk. Certain option markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.

5.6 Contracts For Differences

Futures and Options contracts can also be referred to as contracts for differences (CFDs). These can be, inter alia, options and futures on an index or commodity, as well as currency and interest rate swaps. However, unlike other futures and options, these contracts can only be settled in cash. Investing in a contract for differences carries the same risks as investing in a future or an option and you should be

aware of these as set out in 5.4 and 5.5 respectively. Transactions in contracts for differences may also have a contingent liability and you should be aware of the implications of this as set out in 5.9 below.

5.7 Off Exchange Transactions in Derivatives

It may not always be apparent whether or not a particular derivative is arranged on exchange or in an off exchange derivative transaction. While some off-exchange markets are highly liquid, transactions in off-exchange or "non transferable" derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

5.8 Foreign Markets

Foreign markets will involve different risks from domestic markets. In some cases the risks will be greater. On request, your firm must provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which it will accept liability for any default of a foreign firm through whom it deals. The potential for profit or loss from transactions on foreign markets or foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

5.9 Contingent Liability Investment Transactions

Contingent Liability investment transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If you trade in futures, contracts for differences or sell options you may sustain a total loss of the margin you deposit with your firm to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract. Save as specifically provided by the applicable regulatory authority, your firm may only carry out margined or contingent liability transactions with or for you if they are traded on or under the rules of a recognized or designated investment exchange. Contingent liability investment transactions which are not so traded may expose you to substantially greater risks.

5.10 Limited Liability Transactions

Before entering into a limited liability transaction, you should obtain from your firm or the firm with whom you are dealing a formal written statement confirming that the extent of your loss liability on each transaction will be limited to an amount agreed by you prior to entering into the transaction. The amount you can lose in limited liability transactions will be less than in other margined transactions, which have no predetermined loss limit. Nevertheless, even though the extent of the loss will be subject to the agreed limit, you may sustain the loss in a relatively short time. Your loss may be limited, but the risk of sustaining a total loss to the amount agreed is substantial.

5.11 Collateral

If you deposit collateral as security with your firm, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on a recognized or designated investment exchange, with the rules of that exchange (and the associated clearing house) applying, or trading off exchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited and may have to accept payment in cash. You should ascertain from your firm how your collateral will be dealt with.

5.12 Commissions

Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a percentage of contract value), you should obtain a clear and written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms. In case of futures, when commission is charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of your initial payment.

5.13 Suspensions Of Trading

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

5.14 Clearing House Protections

On many exchanges, the performance of a transaction by your firm (or third party with whom he is dealing on your behalf) is guaranteed by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the customer, and may not protect you if your firm or another party defaults on its obligations to you. On request, your firm must explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivative in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments, which are not traded under the rules of a recognized or designated investment exchange.

5.15 Insolvency

Your firm's insolvency or default, or that of any other brokers involved with your transaction, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payments in cash. On request, your firm must provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.

Client Notice

1. We shall provide services to the Client under the terms of this Agreement and all documentation provided to the Client herewith shall be considered to be part of that Agreement and no unwritten communication or communication provided by any other party, representative or agent shall be considered to be part of this Agreement unless and until confirmed by us in writing.

2. The terms under which the services are provided may be amended from time to time, including the withdrawal of any services, in accordance with the legal agreement set out above.

3. In respect of any contract, we will enter into that contract as Principal and will treat you as Principal; in the event that you act on behalf of a principal, we will not accept that party as a client or indirect customer of ours unless agreed beforehand in writing.

4. On any day in which your account has been active, you are strongly advised to check your positions and online statements that are available to you, upon checking these you should inform us within 48 hours of any disputes in respect of the information contained therein.

5. You accept full responsibility for trades placed on your account. We will not be responsible for any loss incurred by you except in cases of fraud on the part of our employees. We may not be held responsible for any loss to you due to any fraud, failure or omission carried out by any third party. You may not assign to others any duties, rights, services, obligations or access to your account with us without our written approval and we may not be held responsible for any failure on your part to comply with this requirement.

6. Information given to you by us shall not be construed as advice or recommendation. Where one of our staff may pass opinion or comment on the markets or your trades or prospective trades, you may not rely on that statement or construe it as advice or recommendation.

7. We are a broker and may include quote prices from market makers within our trading platforms at which they are prepared to deal with our clients; such prices may or may not replicate the prices quoted and traded upon by other companies and/or their customers. As a Client of ours you hereby accept that the prices quoted by other companies may not be relied upon by you in respect of your account with us and that we reserve the right to decline any quote or refuse to be bound to any contract, including those arising from any manipulation of the quoting mechanism or our services generally, notwithstanding our undertaking to provide a clear and fair service to you at all times.

8. You understand and accept that bid/offer spreads can and do widen from time to time and that the spreads in our trading quotes may not reflect those given as examples in any brochures, website or promotional materials. You further understand and accept that there is no limit to how wide spreads may be and that spreads quoted on the closing of a trade may differ to spreads quoted on the opening of that trade.

9. We shall not be obliged to quote in a market that is closed or in which we may reasonably decline quoting due to abnormal market conditions and we reserve the right to limit the size of transaction in any quote at our absolute discretion.

10. Margin Arrangements are set out in the Schedule above. You are responsible at all times for maintaining adequate margin in your account and you may not rely solely on us to monitor your account or advise you of the requirement to deposit funds, notwithstanding that we may, as our service to you, provide you with margin calls and supporting information from time to time. We will not be responsible for the reduction in margin received compared to the amount of margin sent, due to the deduction of bank or intermediary charges in transit. Where insufficient margin remains in your account, we reserve the right to exercise any rights under section 2 of the above Schedule.

11. You will indemnify and keep indemnified us against any losses or liabilities whatsoever which we may incur as a result of any breach of this Agreement or any negligence on your part and we will not be liable for any costs or losses incurred by you, directly or indirectly, unless by manifest negligence on our part.

12. You will keep secure at all times any information relating to your account, especially in respect of any passwords, user IDs and account numbers. You may not hold us responsible for any breach of your account security except where it may be proven to have been a clear failure on our part. Neither you nor we shall disclose information in respect of your account to any party unless as may be required from time to time by any regulatory, legal or judicial body.

13. Under the Money Laundering regulations, we are required to verify the identity and address of prospective clients before we can open their accounts. To do this we may make electronic checks from third party reference agencies; we will also ask you to submit original or appropriately verified copies of documents of which we require sight in order to process your application. As a customer of ours, all information received about you will be retained and held as private and confidential. We will not reveal or pass on any of your personal information to any party unless agreed by you or if required to do so by law. You may refer to section 11 of the Legal Agreement for reference of the Data Protection, Information Disclosure and Record Retention terms.

14. At the close of each day you will be able to either request a contract note by way of account statement or run this report yourself from one of our online trading platforms. You shall be responsible for checking your statements and shall advise us no later than within 3 business days of any items which you dispute. We shall, except in the event that the statement is manifestly incorrect, consider that the statement and its contents are conclusive unless and until we have received any notification to the contrary from you within the specified time limitations.

15. We shall provide services and facilities to you which will enable you to manage your account. Responsibility for the management of your trading positions will be your own and we may not be held liable for any failure on your part to make appropriate arrangements to conduct your account effectively. In the event that your open positions require the addition of further margin and you do not make appropriate arrangements we may, at our absolute discretion and without consultation to you, place zero stop orders to prevent your account going into negative equity.

16. You understand and accept that the nature of the services provided to you carry a high degree of risk and that your financial liability to us may exceed the amount of any funds deposited in your account at the time you opened any loss-making trade(s) or any credit or other limit placed on your account.

17. Where your account goes into negative equity, you will provide additional funds to bring the account back into credit. Where we permit you to open more than one trading account, we reserve the right to require you to transfer any available funds in one account as may be required to offset any negative equity in your other account.

18. When you close an open position, you may incur a commission payable at the rate as set out in our 'Confirmation of Account Opening' correspondence to you.

19. We reserve the right to combine your instructions with the instructions of other clients of ours in certain instruments or products whereby we aggregate those instructions as a single order, if we reasonably believe it is in the overall best interests of our clients, as a whole. Such process may result in you receiving a less favorable price than if we had not combined those instructions.

20. We may, at our sole discretion and in our reasonable opinion, declare a Force Majeure Event due to any exceptional market conditions, emergency, disaster or uncontrollable event including but not limited to: any major loss of power or connectivity; any declaration, explicit or implicit, of war or conflict; any suspension, cessation or extreme movement in or of any market whether temporary or extended; any suspension or cessation of business of any financial institution whether temporary or extended; any act of violence or terrorism; any immediate anticipation of the above or similar events.

21. We may, at our sole discretion and in our reasonable opinion having determined a Force Majeure Event has occurred: suspend or vary our terms of trading without notice to you or close any open positions you may hold where we may reasonably believe such closure would be in your best interests.

22. We will hold Client Money in a segregated Client Money bank account which will be segregated from our money.

23. Interest will not be paid to clients on dormant funds in their account with us.

24. By signing this Agreement you hereby warrant that you are not in breach of any law, regulation, rule, registration, license or permit which may be required to be obtained or respected by you, or by any person in the jurisdiction from which you wish to maintain your account. You further warrant that all the information provided by you to us is complete and accurate.

25. All communications with us should be in English. Any communications which are contractually binding shall be those communicated to us in English. We may provide documents translated into other languages from time to time, which shall be for information purposes only.

26. By signing this Agreement, you hereby consent to:

- us recording any telephone conversations or other communications between you and us;
- us communicating with you by telephone, letter, fax, text or email as we may deem most appropriate at the time of communication;

- us contacting you at any time whatsoever and by any of the means listed here;
- Advise us immediately of any change in your contact details or any change in your personal circumstances which we might reasonably consider to affect the services provided to you.

ZYZ Capital Limited is an execution-only broker in financial products, in particular Equities, Contracts for Difference (CFDs) on commodities, shares and stock indices, as well as margined Foreign Exchange. CFDs and margined Foreign Exchange are leveraged products which carry a high degree of risk which may result in you losing more than your initial deposit. Trading CFDs may not be suitable for all investors and you should fully understand the risks involved before opening an account.