



EVGX LIMITED

Enhanced Velocity Gateways & Executions

Company No. 8441629-1

CLIENT SERVICE AGREEMENT

Terms and Conditions of Business

⚠ IMPORTANT NOTICE

This Client Service Agreement (the "Agreement") sets out the terms and conditions on which EVGX Limited will provide services to you. Please read this Agreement carefully, together with the Risk Disclosure Document and the Fee Schedule, before signing.

If you do not understand any provision, please contact us or seek independent legal, financial, or tax advice before signing. By agreeing and submitting your application for our services, you confirm that you have read, understood, and accepted this Agreement in full.

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Parties to this Agreement

This Agreement is made between:

(1) THE COMPANY

EVGX LIMITED

A company incorporated in the Republic of Seychelles on 12 March 2026 (8441629-1)

Licensed by the Financial Services Authority of Seychelles as a Securities Dealer (the "Licence")

Registered office: Oliaji Trade Centre – 1st Floor, Victoria, Mahé, Seychelles

(the "Company" or "EVGX", "we", "us", "our")

AND

(2) THE CLIENT

The person or entity named in the Signature Page at Schedule F

(the "Client" or "you", "your")

Background

(A) The Company is licensed and regulated by the Financial Services Authority of Seychelles as a Securities Dealer and offers trading services in foreign exchange, contracts for difference, and other financial instruments to sophisticated institutional and wholesale clients.

(B) The Client wishes to open an Account and receive the Services from the Company.

(C) This Agreement, together with the Risk Disclosure Document, the Fee Schedule, and any applicable Schedules, sets out the terms on which the Company will provide the Services to the Client.

The parties agree as follows:

PART A GENERAL TERMS

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meanings set out below:

"Account" means any account opened and maintained by the Company in the Client's name for the purpose of recording transactions and holding Client Money;

"Account Tier" means the tier assigned to the Client's Account — Standard, Prime, or Advanced — as set out in Schedule A;

"Agreement" means this Client Service Agreement, including its Schedules, the Risk Disclosure Document, the Fee Schedule, and any supplemental agreements or addenda;

"AML Act" means the Anti-Money Laundering and Countering the Financing of Terrorism Act 2020 of Seychelles, as amended;

"Applicable Laws" means all laws, regulations, rules, orders, directives, and guidelines applicable to the Company and/or the Client, including the Securities Act, the Securities Regulations, the AML Act, and the FSA Rules;

"Authorised Person" means any person authorised by the Client in writing to give Instructions to the Company in respect of the Account;

"Business Day" means any day on which banks are open for business in Victoria, Seychelles, excluding Saturdays, Sundays, and public holidays;

"C-Book" means the Company's hybrid principal book, into which Client flow may be internalised within documented Net Open Position limits, and from which the Company earns or loses through its own risk-taking;

"Client Agreement Package" means this Agreement together with the Account Opening Form, the Risk Disclosure Document, the Fee Schedule, and all other documents executed by the Client as part of onboarding;

"Client Money" means money received or held by the Company on behalf of the Client, held in a segregated client-money bank account in accordance with the Securities Regulations and Article 11;

"Complaint" means any expression of dissatisfaction by the Client as defined in Article 23 and in EVGX-POL-004 (Complaints Handling Policy);

"Confirmation" means a written or electronic confirmation of a Transaction executed on behalf of the Client;

"CFD" means a contract for difference;

"Eligible Counterparty" means a client classified as an eligible counterparty in accordance with Article 3 and Schedule C;

"Execution Policy" means the Company's best execution policy summarised in Schedule D and set out in full in EVGX-POL-002 (Best Execution Policy);

"Execution Venue" means a regulated market, multilateral trading facility, systematic internaliser, market maker, liquidity provider, or equivalent entity, or the Company acting as principal;

"Fee Schedule" means the schedule of fees and charges set out, as amended from time to time in accordance with Article 13;

"Financial Instrument" means any instrument specified in Schedule 1 of the Securities Act, including foreign exchange contracts, contracts for difference, and such other instruments as the Company may offer from time to time;

"Force Majeure Event" means has the meaning given in Article 25;

"FSA" means the Financial Services Authority of Seychelles;

"FSA Rules" means rules, regulations, guidelines, codes, and circulars issued by the FSA from time to time;

"Instruction" means any instruction, order, request, or direction given by the Client or an Authorised Person to the Company, whether in writing, electronically, via the Platform, or by telephone;

"IB" means an Introducing Broker engaged by the Company under a written agreement;

"Margin" means cash or other collateral deposited with the Company by the Client to cover potential losses on leveraged positions;

"MT5" means the MetaTrader 5 electronic trading platform provided by the Company;

"Net Open Position" means or **"NOP"** means the Company's net exposure to a given Financial Instrument under the C-Book, subject to instrument-specific limits set by the Company's Board;

"Order" means an Instruction to buy or sell a Financial Instrument;

"Personal Data" means has the meaning given in the Seychelles Data Protection Act 2023 and, where applicable, in the EU General Data Protection Regulation;

"Platform" means the MT5 platform, the FIX API, the client portal, and any other electronic system provided by the Company through which the Client may access the Services;

"Professional Client" means a client classified as a professional client in accordance with Article 3 and Schedule C;

"Retail Client" means a client classified as a retail client in accordance with Article 3 and Schedule C;

"Risk Disclosure Document" means the Company's risk disclosure document provided to the Client prior to the execution of this Agreement and summarised in Schedule B;

"Securities Act" means the Securities Act 2007 of Seychelles, as amended;

"Securities Regulations" means the Securities (Conduct of Business) Regulations and other regulations made under the Securities Act;

"Services" means the services to be provided by the Company to the Client as set out in Schedule A and as may be supplemented from time to time;

"Statement" means a periodic statement of the Client's Account;

"Transaction" means any transaction executed by the Company on behalf of the Client or entered into between the Company and the Client acting as principal;

"UBO" means a natural person who ultimately owns or controls the Client, within the meaning of the AML Act;

1.2 Interpretation

1.2.1 References to Articles, Clauses, and Schedules are to articles, clauses, and schedules of this Agreement.

- 1.2.2** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.2.3** Words importing the singular include the plural and vice versa; words importing any gender include all genders.
- 1.2.4** References to "writing" or "written" include email, electronic messages through the Platform, and other electronic communications.
- 1.2.5** References to statutes or regulations include any amendments, re-enactments, or replacements thereof.
- 1.2.6** The words "include", "including", and "in particular" are not words of limitation.
- 1.2.7** In the event of any conflict between this Agreement and Applicable Laws, Applicable Laws prevail.

1.3 Structure of the Client Agreement Package

The Client Agreement Package comprises:

- (a) these general terms and conditions;
- (b) the Schedules attached to this Agreement;
- (c) the Risk Disclosure Document;
- (d) the Fee Schedule;
- (e) the Account Opening Form and all related KYC and onboarding documents signed by the Client; and
- (f) any supplemental agreements, annexes, or addenda agreed between the parties in writing.

In the event of any conflict between these general terms and the Schedules, these general terms prevail unless expressly stated otherwise. In the event of any conflict between this Agreement and the Risk Disclosure Document, the Risk Disclosure Document prevails to the extent it is more protective of the Client.

ARTICLE 2 OUR SERVICES

2.1 Services Provided

2.1.1 Subject to the terms of this Agreement, the Company agrees to provide the Services set out in Schedule A to the Client.

2.1.2 The Services may include:

- (a) the reception, transmission, and execution of Orders in Financial Instruments, in particular foreign exchange and contracts for difference;
- (b) dealing in Financial Instruments as principal, including through the hybrid C-Book;
- (c) provision of access to the MT5 Platform and, where applicable, FIX API connectivity and direct market access;
- (d) ancillary services such as account reporting, trade reconciliation, and technical integration support; and
- (e) such other services as the Company may offer from time to time and agree in writing with the Client.

2.1.3 The specific Services to be provided to the Client are set out in Schedule A. The Company is not obliged to provide any Service that is not listed in Schedule A.

2.2 Capacity — Principal and Agent

2.2.1 The Client acknowledges that the Company operates a hybrid C-Book model. The Company may act as principal (on its own account) or as agent (on the Client's behalf), and may internalise the Client's Orders against its own book within documented Net Open Position limits, or route them to external Execution Venues.

2.2.2 Where the Company acts as principal, the Company takes market risk on the relevant Transaction. The Company's execution price may include a spread or mark-up which represents the Company's revenue. The Client acknowledges that this creates an inherent conflict between the Company and the Client, which the Company manages in accordance with Article 19 and EVGX-POL-003 (Conflicts of Interest Policy).

2.2.3 The Company's Best Execution Policy (Article 9, Schedule D, and EVGX-POL-002) applies irrespective of whether the Company acts as principal or agent.

2.3 Suitability and Appropriateness

2.3.1 The Services offered by the Company are "execution only". The Company does not provide investment advice, portfolio management, or personalised investment recommendations, and nothing in the Services or in any communication from the Company should be construed as such.

2.3.2 Prior to onboarding, the Company will assess the Client's knowledge and experience to determine whether Financial Instruments offered by the Company are appropriate for the Client. The Client is responsible for providing accurate and complete information for this assessment.

2.3.3 If the Company concludes that a product or service is not appropriate for the Client, the Company will warn the Client. If the Client chooses to proceed notwithstanding the warning, the Client does so at its own risk.

2.4 No Tax or Legal Advice

The Company does not provide tax, legal, or accounting advice. The Client should seek independent professional advice regarding the tax, legal, and accounting implications of any Transaction.

ARTICLE 3 CLIENT CLASSIFICATION

3.1 Classification Categories

3.1.1 The Company classifies every Client as one of the following:

- (a) Retail Client;
- (b) Professional or Wholesale Client; or
- (c) Eligible Counterparty.

3.1.2 The criteria for each classification are set out in Schedule C.

3.1.3 The Company's core target segments are Professional Clients, Wholesale Clients and Eligible Counterparties (institutional traders, hedge funds, proprietary trading firms, asset managers, family offices, high-value traders, and regulated retail brokers operating white-label arrangements). Retail Client onboarding is strictly limited (and in cases completely prohibited) and subject to enhanced suitability review.

3.2 Initial Classification

3.2.1 The Company will notify the Client of its classification prior to providing any Services.

3.2.2 Unless and until otherwise notified, the Client is unable to use any Services.

3.3 Request for Different Classification

- 3.3.1** A Retail Client may request to be treated as a Professional Client. The Company will assess such a request against the criteria in Schedule C and may accept or decline it at its discretion. Any change reduces the regulatory protections available to the Client.
- 3.3.2** A Professional Client, Wholesale Client or Eligible Counterparty may request to be treated under a more protective category. The Company may accept or decline such a request at its discretion.
- 3.3.3** Any change in classification must be agreed in writing and takes effect from the date specified by the Company.

⚠ NOTICE FOR AUSTRALIA & U.S. BASED CLIENTS

EVGX Limited does not hold an Australian Financial Services Licence (AFSL) and is not registered with the SEC as a Broker-Dealer or with the CFTC as a Futures Commission Merchant (FCM). EVGX can provide provides services to Australia and U.S. based clients only if they qualify as Wholesale Clients and/or Eligible Counterparties. EVGX Limited will require specific evidence to prove this qualification and will require such proof to be provided before approving any use of its services. Australian residents acknowledge they do not have access to the AFCA complaints scheme. U.S. residents confirm they are 'Eligible Contract Participants' (ECP) under the Commodity Exchange Act.

Access to our services, from these jurisdictions, is only provided on a 'Reverse Inquiry' basis.

3.4 Consequences of Classification

Different levels of regulatory protection apply to different client categories. Retail Clients receive the highest level of protection. Professional Clients receive fewer protections as they are presumed to have greater knowledge, experience and capital. Eligible Counterparties receive the minimum regulatory overlay. Details of the protections applicable to each category are available on request.

ARTICLE 4 ACCOUNT OPENING AND OPERATION

4.1 Account Opening

4.1.1 To open an Account, the Client must:

- (a) complete and sign the Account Opening Form prescribed by the Company;
- (b) provide all identification, source-of-wealth, and verification documents required under the Company's KYC procedures;
- (c) read and agree to this Agreement and the Risk Disclosure Document;
- (d) acknowledge the Fee Schedule;
- (e) deposit any required minimum balance or Margin; and
- (f) satisfy such other requirements as the Company may specify, including the acceptance of the Client by the Company's Compliance Officer (and MLRO where Enhanced Due Diligence applies).

4.1.2 The Company reserves the right to decline any application for an Account without providing reasons. Acceptance is at the Company's sole discretion.

4.1.3 The Client's target onboarding timeline is 5 to 10 Business Days for standard cases and 10 to 20 Business Days where Enhanced Due Diligence is required.

4.2 Types of Account and Tiers

4.2.1 The Company may offer one or more of the following Account types:

- (a) Individual Account (natural persons);
- (b) Corporate Account (legal entities);
- (c) Trust Account; and
- (d) such other Account types as the Company may offer.

4.2.2 Each Account is assigned an Account Tier — Standard, Prime, or Advanced — based on the Client's profile, expected volume, and commercial arrangements. Tier features are described in Schedule A. The Company may move an Account between Tiers on notice to the Client.

4.3 Joint Accounts

In the case of a joint Account:

- (a) each joint account holder is jointly and severally liable for all obligations under this Agreement;
- (b) the Company may act on Instructions from any one joint account holder unless otherwise agreed in writing;
- (c) the Company may release Client Money to any one joint account holder; and
- (d) on the death of any joint account holder, the surviving account holder(s) are entitled to the Account.

4.4 Account Currency

4.4.1 The base currency of the Account is USD unless otherwise specified by the Client in the Account Opening Form and approved by the Company.

4.4.2 The Company may hold Client Money in currencies other than the base currency for the purpose of settlement.

4.4.3 The Client acknowledges that currency conversion may result in gains or losses and is performed at rates determined by the Company from time to time.

4.5 White Label and B2B Partner Accounts

4.5.1 Where the Client is a regulated entity operating a white-label arrangement or other B2B partnership with the Company (Segment C), additional terms apply as set out in a separate Partnership Agreement. To the extent of any conflict between this Agreement and the Partnership Agreement, the Partnership Agreement prevails.

4.5.2 Segment C Clients represent and warrant that they conduct their own AML/CFT, KYC, and conduct-of-business due diligence on their end-clients, and that their end-client onboarding meets standards at least equivalent to the Company's.

ARTICLE 5 CLIENT INFORMATION AND KYC

5.1 KYC Obligation

5.1.1 The Client agrees to provide the Company with accurate, complete, and up-to-date information as required for:

- (a) compliance with AML/CFT requirements under the AML Act and the FSA AML/CFT Code of Practice;

- (b) Client identification, verification, and risk rating;
- (c) appropriateness assessment;
- (d) tax reporting obligations (including CRS and FATCA as applicable); and
- (e) any other regulatory requirement.

5.2 Ongoing Obligations

5.2.1 The Client must notify the Company promptly, and in any event within 14 days, of any material change in the information previously provided, including changes to:

- (a) name, address, or contact details;
- (b) tax residency or status;
- (c) financial situation or net worth;
- (d) investment objectives or risk tolerance;
- (e) beneficial ownership, control, or corporate structure; and
- (f) any other information previously provided.

5.2.2 The Company will periodically refresh Client information in accordance with its AML/CFT Policy (EVGX-POL-001) and may request additional documentation at any time.

5.3 Consequences of Non-Compliance

If the Client fails to provide requested information or documentation, the Company may:

- (a) decline to open an Account or provide Services;
- (b) suspend or restrict the Client's Account;
- (c) refuse to execute Orders;
- (d) close the Account and return any Client Money to the Client's registered bank account; or
- (e) take any other action required by Applicable Laws, including the filing of a Suspicious Transaction Report with the Financial Intelligence Unit where applicable.

ARTICLE 6 AUTHORITY AND INSTRUCTIONS

6.1 Client's Authority

The Client warrants to the Company that:

- (a) the Client has full power and authority to enter into this Agreement;
- (b) all necessary corporate, regulatory, and other authorisations and consents have been obtained;
- (c) the Client is acting on its own behalf unless disclosed otherwise in writing;
- (d) the Client is not subject to any legal disability or restriction preventing the Client from entering into this Agreement; and
- (e) the Client is not subject to any sanctions imposed by the United Nations, European Union, United Kingdom, United States, Seychelles, or any other relevant jurisdiction.

6.2 Authorised Persons

6.2.1 The Client may authorise one or more persons to give Instructions on the Client's behalf by completing the Authorised Person form prescribed by the Company.

6.2.2 The Company may rely on, and act upon, any Instruction that appears on reasonable grounds to come from the Client or an Authorised Person, whether or not it is in fact so given.

6.2.3 The Client is bound by all Instructions given by Authorised Persons, including Instructions given after the authority of that Authorised Person has in fact ceased, until the Company has received written notice of the revocation and has had a reasonable time to act on it.

6.3 Methods of Instruction

6.3.1 Instructions may be given by:

- (a) the MT5 Platform;
- (b) FIX API (for Advanced Account Clients);
- (c) the client portal;
- (d) email from a registered email address;
- (e) telephone on recorded lines, where the Company offers this channel; or
- (f) such other methods as the Company may approve in writing.

6.3.2 The Company may, at its discretion, require written confirmation of Instructions received orally. The Company may decline to act on unclear Instructions.

6.3.3 The Client acknowledges that the Company records telephone calls and stores electronic communications for compliance and dispute-resolution purposes.

6.4 Right to Decline Instructions

The Company may decline to act on, or delay acting on, any Instruction if:

- (a) the Instruction is unclear, ambiguous, or incomplete;
- (b) acting on the Instruction would or might breach Applicable Laws;
- (c) the Company suspects fraud, market abuse, money laundering, terrorist financing, or other improper conduct;
- (d) there are insufficient funds or available Margin in the Account;
- (e) the Instruction falls outside the Company's trading hours or permitted Financial Instruments; or
- (f) the Company reasonably believes it is in the Client's best interests to do so.

The Company is not liable for any loss or missed opportunity resulting from a declined or delayed Instruction exercised in accordance with this Clause 6.4.

PART B

ORDERS AND EXECUTION

ARTICLE 7 ORDERS

7.1 Order Types

7.1.1 The Company accepts the following Order types, subject to Platform availability and Financial Instrument:

- (a) Market Order — an Order to buy or sell at the best available price;
- (b) Limit Order — an Order to buy or sell at a specified price or better;
- (c) Stop Order — an Order that becomes a Market Order when a specified price is reached;
- (d) Stop-Limit Order — an Order that becomes a Limit Order when a specified price is reached;
- (e) Take-Profit and Stop-Loss Orders attached to open positions; and
- (f) such other Order types as the Company may offer from time to time.

7.1.2 Not all Order types may be available for all Financial Instruments or in all market conditions.

7.2 Order Validity

7.2.1 Unless otherwise specified, Orders are valid until the end of the trading day on which they are placed (Day Orders).

7.2.2 The Client may specify other validity periods, including Good Till Cancelled (GTC), Good Till Date (GTD), or Immediate or Cancel (IOC), subject to Platform availability.

7.3 Order Priority and Sequencing

The Company handles Orders in the sequence received, subject to:

- (a) the nature and type of the Order;
- (b) prevailing market conditions;
- (c) any specific Instruction from the Client; and
- (d) the Company's best execution obligations.

7.4 Order Aggregation

7.4.1 The Company may aggregate Orders from different clients where aggregation is not detrimental to any affected client.

7.4.2 Aggregated Orders are allocated on a pre-determined, documented basis (typically pro-rata by Order size or by sequence of receipt).

7.4.3 The Client acknowledges that aggregation may work to the Client's advantage or disadvantage on any particular Order.

7.5 Cancellation and Amendment

7.5.1 The Client may request the cancellation or amendment of an Order prior to execution.

7.5.2 The Company will use reasonable endeavours to action cancellation or amendment requests but does not guarantee that any cancellation or amendment will be effected before execution.

7.5.3 The Client remains responsible for any Order that is executed before a cancellation or amendment takes effect.

7.6 Errors and Mistrades

- 7.6.1** Where an Order is executed at a price that is, in the reasonable opinion of the Company, the result of a manifest error (including a technical failure, an erroneous price feed, or a verified fat-finger event), the Company may void the Transaction or adjust the execution price to the true prevailing market level.
- 7.6.2** Any such voiding or adjustment will be notified to the Client as soon as reasonably practicable and recorded in the Company's Trade Adjustment Log.

ARTICLE 8 EXECUTION OF ORDERS

8.1 Execution

- 8.1.1** The Company will use reasonable endeavours to execute Orders promptly and in accordance with this Agreement and the Execution Policy.
- 8.1.2** Execution is subject to market conditions and liquidity, the operating hours of relevant Execution Venues, technical and system availability, and Applicable Laws and market rules.

8.2 Execution Venues

- 8.2.1** Orders may be executed by the Company as principal (against the C-Book) or by routing to external Execution Venues via the Company's bridge to Tier 1 liquidity providers and non-bank liquidity providers.
- 8.2.2** The selection of Execution Venue for any given Order is governed by the Execution Policy. The Company reserves the right to add, remove, or change Execution Venues at any time, with notice to Clients where such change is material.

8.3 Partial Execution

- 8.3.1** Orders may be partially executed where full execution is not possible. Partial executions will be confirmed to the Client.
- 8.3.2** Any unexecuted portion of an Order will be handled according to the Order's validity.

8.4 Market Conditions

Market Conditions Warning

- The Client acknowledges that during periods of high volatility, low liquidity, or market disruption, the Company may not be able to execute Orders at the price quoted or at all.
- In certain conditions, prices may gap between quotes and Stop Orders may be executed at prices significantly different from the stop price ("slippage").
- The Company does not guarantee that any particular level of slippage will not occur.

8.5 Latency

- 8.5.1** The Company's latency targets are: sub-20 milliseconds for Standard and Prime Accounts using MT5; sub-5 milliseconds for Advanced Accounts connecting via FIX API to the Company's co-located infrastructure at Equinix LD4, NY4, and TY3.
- 8.5.2** These are targets, not guarantees. Latency depends on network conditions, Client connectivity, and other factors outside the Company's control.

ARTICLE 9 BEST EXECUTION

9.1 Best Execution Obligation

9.1.1 The Company takes all sufficient steps to obtain the best possible result for the Client when executing Orders, having regard to the factors set out in Clause 9.2.

9.1.2 The best execution obligation applies whether the Company acts as principal or as agent.

9.2 Execution Factors

The Company considers the following factors when executing Orders, weighted according to the Client's classification, the Order type, the Financial Instrument, and market conditions:

- (a) price;
- (b) costs (spread, commission, financing);
- (c) speed of execution and settlement;
- (d) likelihood of execution and settlement;
- (e) size of the Order; and
- (f) nature of the Order and any other relevant consideration.

For Retail Clients, best execution is primarily determined by price and total cost. For Professional Clients and Eligible Counterparties, the relative importance of factors may vary depending on the nature of the Order. A summary is set out in Schedule D.

9.3 Specific Instructions

Where the Client gives a specific Instruction (for example, a limit price, a particular venue, or an execution algorithm), the Company follows that Instruction. The Client acknowledges that following a specific Instruction may prevent the Company from taking steps it would otherwise take to obtain the best possible result for the part of the Order to which the Instruction relates.

9.4 Execution Quality Monitoring

9.4.1 The Company monitors execution quality continuously, reviews the performance of its Execution Venues at least quarterly, and may adjust routing accordingly.

9.4.2 Clients may request execution quality data on a per-Order or aggregated basis, subject to reasonable limitations.

9.5 Review of Execution Policy

The Company reviews its Execution Policy at least annually and whenever there is a material change. A summary of the current Execution Policy is set out in Schedule D, and the full Policy EVGX-POL-002 (Best Execution Policy), is available to the Client on request.

ARTICLE 10 SETTLEMENT

10.1 Settlement Conventions

10.1.1 Transactions are settled in accordance with the applicable market convention for the relevant Financial Instrument. FX and CFD transactions are generally settled on a T+0 or T+2 basis depending on the instrument.

10.1.2 The Company may debit or credit the Account as settlement requires and will report such movements to the Client in accordance with Article 14.

10.2 Settlement Fails

10.2.1 If a settlement fails for any reason, the Company will investigate and act on the failure in accordance with its back-office procedures.

10.2.2 The Company may reverse, close out, or otherwise manage any position affected by a settlement failure, and may debit the Account for any associated cost.

10.3 Foreign Exchange

10.3.1 Where a Transaction is denominated in a currency other than the Account base currency, the Company will convert as required to settle the Transaction.

10.3.2 Conversion is performed at a rate determined by the Company, which may include a margin over the prevailing market rate. The rate applied will be disclosed on the Confirmation and the Statement.

PART C

CLIENT MONEY AND MARGIN

ARTICLE 11 CLIENT MONEY

✓ Segregation is Absolute

- Client Money is segregated from the Company's own funds at all times and held in a designated client-money bank account.
- The Company does not commingle Client Money with its own funds and does not use Client Money for its own business purposes.

11.1 Client Money Account

- 11.1.1** The Company holds Client Money in one or more designated client-money bank accounts with an FSA-approved bank. Each such account is titled in a way that clearly identifies the funds as client money and not the Company's own assets.
- 11.1.2** The bank has provided (or will provide, as a condition of onboarding) a written acknowledgement that the funds belong to clients and that the bank has no right of set-off or combination with any account of the Company.

11.2 Deposits

- 11.2.1** Deposits may be made only by the methods approved by the Company, and only from a bank account held in the Client's own name. Third-party deposits are not accepted except in limited circumstances approved by the Compliance Officer.
- 11.2.2** The Client is responsible for any bank charges, fees, or foreign-exchange costs associated with deposits.
- 11.2.3** Deposits are credited to the Account only when cleared funds are received by the Company's client-money bank.

11.3 Withdrawals

- 11.3.1** Client Money may only be paid out for the following purposes:
- (a) payment to the Client's registered bank account;
 - (b) settlement of Transactions effected on the Client's behalf;
 - (c) payment of fees, commissions, and charges due to the Company, with the Client's consent as set out in the Fee Schedule; or
 - (d) transfer to another authorised firm on the Client's written Instruction.
- 11.3.2** Withdrawals must be requested through the client portal or in writing by the Client or an Authorised Person. Withdrawals over USD 10,000 require dual authorisation by the Company.
- 11.3.3** Withdrawals are processed to the Client's registered bank account only. The Client is responsible for bank charges and foreign-exchange costs associated with withdrawals.
- 11.3.4** The Company aims to process authorised withdrawals within one Business Day of receipt of a valid Instruction, subject to compliance checks.

11.4 Interest

Client Money held by the Company does not bear interest unless expressly agreed in writing. Any interest accruing on the client-money bank account is retained by the Company to fund the operation of the Client Money framework.

11.5 Consent

The Client consents to the Company holding Client Money in accordance with this Article 11 and the Company's Client Money Handling Procedures (referenced in EVGX-IOM-001 and EVGX-POL-005).

ARTICLE 12 MARGIN AND LEVERAGE**12.1 Margin Requirements**

12.1.1 For leveraged Transactions, the Client must maintain the minimum Margin required by the Company from time to time. Margin requirements vary by Financial Instrument, Account Tier, market conditions, and the Client's classification.

12.1.2 The Company may change Margin requirements at any time, including during trading hours, where market conditions warrant. Changes are notified to the Client through the Platform.

12.2 Margin Calls

12.2.1 If Margin in the Account falls below the level required, the Company may (without being obliged to) issue a margin call.

12.2.2 The Client is responsible for monitoring the Account's Margin level and must ensure sufficient funds are deposited to maintain the required Margin. The Company is under no obligation to issue margin calls or to close positions before a stop-out level is reached.

12.3 Stop-Out

12.3.1 If the Account equity falls below the stop-out level specified for the Account, the Company may, without further notice to the Client, close all or any of the Client's open positions at the prevailing market price.

12.3.2 The Client acknowledges that stop-out execution may occur at prices materially different from the stop-out level due to market conditions.

12.4 Negative Balance

12.4.1 For Retail Clients, the Company applies a negative balance protection policy such that the Client's Account balance will not fall below zero. The specific terms of this protection are set out in Schedule C.

12.4.2 Negative balance protection does not apply to Wholesale/Institutional/Professional Clients or Eligible Counterparties. These Clients are responsible for all losses arising from their positions, including any negative balance.

PART D

FEES, CONFIRMATIONS AND REPORTING

ARTICLE 13 FEES AND CHARGES

13.1 Fees

- 13.1.1 The Client agrees to pay the Company the fees and charges set out in the Fee Schedule, including commissions, spreads, swap/rollover charges, financing charges, and such other fees as apply to the Account Tier and Services provided.
- 13.1.2 Unless otherwise agreed, fees are charged per Transaction and debited from the Account automatically.

13.2 Changes to Fees

- 13.2.1 The Company may change the Fee Schedule from time to time. Material changes will be notified to the Client by email or through the Platform at least 14 days before taking effect.
- 13.2.2 If the Client does not accept a change, the Client may terminate the Account in accordance with Article 24. Continued use of the Services after the effective date of a change constitutes acceptance of the change.

13.3 Third-Party Costs

- 13.3.1 The Client is responsible for any third-party costs incurred in connection with the Services, including bank charges, wire fees, payment-processor fees, and foreign-exchange costs.
- 13.3.2 Where the Company pays such costs on the Client's behalf, the Company may debit the Account accordingly.

13.4 IB Commissions and Rebates

- 13.4.1 Where the Client is introduced by an Introducing Broker, the Company may pay the IB a commission or other consideration. The existence and nature of such arrangements are disclosed to the Client in the Fee Schedule or in a separate disclosure.
- 13.4.2 IB commissions do not result in any additional charge to the Client beyond the fees set out in the Fee Schedule.

13.5 Taxes

- 13.5.1 The Client is responsible for all taxes payable in connection with the Services and any Transactions, including income tax, capital-gains tax, withholding tax, and any other tax applicable in any jurisdiction.
- 13.5.2 The Company does not provide tax advice. Where the Company is required by Applicable Laws to withhold or deduct tax, it may do so without further notice.

ARTICLE 14 CONFIRMATIONS AND STATEMENTS

14.1 Confirmations

- 14.1.1 The Company will provide the Client with a Confirmation of each Transaction executed on the Client's behalf, by the Platform or by email, as soon as reasonably practicable after execution.
- 14.1.2 The Confirmation will contain such information as is required by the Securities Regulations, including the Transaction type, Financial Instrument, Order type, size, price, execution time, and any fees and charges.

14.2 Statements

14.2.1 The Company will make available to the Client a periodic Statement of the Account, reflecting all Transactions, deposits, withdrawals, fees, charges, and Account balance for the relevant period.

14.2.2 Statements are available through the Platform. The Client is responsible for regularly reviewing the Platform and any Confirmations and Statements.

14.3 Objections

14.3.1 The Client must notify the Company in writing of any objection, discrepancy, or error in a Confirmation or Statement within 3 Business Days of receipt.

14.3.2 In the absence of a timely objection, the Confirmation or Statement is conclusive and binding, except in the case of manifest error.

ARTICLE 15 REPORTING

15.1 Regulatory Reporting

The Company is subject to reporting obligations under the Securities Act, the Securities Regulations, the AML Act, and other Applicable Laws. The Client acknowledges that the Company may disclose information about the Client and the Client's Transactions to the FSA, the Financial Intelligence Unit, tax authorities, or other competent authorities as required by Applicable Laws.

15.2 Tax Reporting

15.2.1 The Client will provide the Company with information required for tax reporting, including Common Reporting Standard (CRS) self-certification and, where applicable, FATCA documentation.

15.2.2 The Company may report Account information to Seychelles tax authorities and, through them, to foreign tax authorities in accordance with international agreements to which Seychelles is party.

15.3 Client Reporting

- All Clients may request, in writing, reports on their execution quality, best-execution performance, or any other matter on which the Company reasonably maintains data.

PART E

RISK, LIABILITY AND INDEMNITY

ARTICLE 16 RISK ACKNOWLEDGEMENT

■ Trading in Financial Instruments Involves Significant Risk

- The Client acknowledges having read and understood the Risk Disclosure Document (summarised in Schedule B).
- Trading in foreign exchange, contracts for difference, and other leveraged Financial Instruments carries a high level of risk and may not be suitable for all investors.
- The Client may lose some or all of its deposited funds; Clients should not trade with funds they cannot afford to lose.

16.1 Acknowledgement

The Client acknowledges and accepts the following:

- (a) Trading in Financial Instruments is speculative and involves a high degree of risk;
- (b) Past performance is not indicative of future results;
- (c) Leverage magnifies both gains and losses;
- (d) Market, liquidity, credit, operational, technology, and regulatory risks may affect the Client;
- (e) The Client may lose more than its initial deposit unless negative balance protection applies;
- (f) The Company's principal trading under the C-Book model creates an inherent conflict of interest which the Company manages in accordance with Article 19;
- (g) The Client is responsible for its own investment decisions and the consequences of those decisions;
- (h) The Services are not appropriate for any person who does not understand, or is not willing to accept, the risks involved.

16.2 Risk Disclosure Document

The Risk Disclosure Document forms part of this Agreement and contains more detailed disclosure of specific risks. A summary is at Schedule B. The full Risk Disclosure Document is provided to the Client prior to Account opening and is available on request at any time.

ARTICLE 17 LIMITATION OF LIABILITY

17.1 General Limitation

17.1.1 Subject to Clause 17.2 and Applicable Laws, the Company's total aggregate liability to the Client in respect of all claims, losses, damages, costs, and expenses arising under or in connection with this Agreement, whether in contract, tort (including negligence), statutory duty, or otherwise, shall not exceed the total fees and charges paid by the Client to the Company in the 12 months preceding the event giving rise to the claim.

17.1.2 The Company is not liable for any indirect, consequential, special, punitive, or exemplary loss or damage, including loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunity, loss of goodwill, or loss of data, whether or not such loss was foreseeable.

17.2 Matters Not Limited

Nothing in this Agreement limits or excludes:

- (a) the Company's liability for death or personal injury caused by its negligence;
- (b) the Company's liability for fraud or fraudulent misrepresentation;
- (c) the Company's liability under Applicable Laws that cannot be limited or excluded; or
- (d) any other liability which cannot be limited or excluded by law.

17.3 Specific Exclusions

Without prejudice to the generality of Clause 17.1, the Company is not liable for:

- (a) any loss caused by a Force Majeure Event (Article 25);
- (b) any loss caused by the acts or omissions of any third party, including Execution Venues, liquidity providers, bridge providers, banks, or custodians, other than where the Company has been negligent in its selection and oversight of such third party;
- (c) any loss caused by the Client's failure to comply with this Agreement, including failure to maintain Margin, provide accurate information, or give timely Instructions;
- (d) any loss caused by the unauthorised use of the Client's Account credentials, unless attributable to the Company's own negligence;
- (e) any loss caused by the unavailability, interruption, or malfunction of the Platform, the internet, or any other communications system, unless attributable to the Company's own negligence;
- (f) any loss caused by market volatility, slippage, gapping, or lack of liquidity;
- (g) any loss caused by reliance on information, news, research, or analysis provided by or through the Company or any third party.

ARTICLE 18 INDEMNITY

18.1 Client's Indemnity

The Client shall indemnify and hold the Company harmless from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) suffered or incurred by the Company arising out of or in connection with:

- (a) any breach by the Client of this Agreement;
- (b) any Instruction given by the Client or an Authorised Person;
- (c) any inaccuracy in any representation or warranty made by the Client;
- (d) any claim by a third party (including a tax authority) in respect of the Client's Account or Transactions;
- (e) the Client's fraud, wilful misconduct, or negligence;
- (f) any enforcement action taken by the Company to recover amounts due from the Client.

18.2 Limits on Indemnity

The Client's indemnity does not extend to any loss, liability, or cost attributable to the Company's own fraud, wilful misconduct, or gross negligence, or to any matter for which liability cannot lawfully be transferred to the Client.

PART F

GENERAL PROVISIONS

ARTICLE 19 CONFLICTS OF INTEREST

19.1 Identification and Management

- 19.1.1** The Company maintains a Conflicts of Interest Policy (EVGX-POL-003) and a Conflicts of Interest Register in which actual, potential, and perceived conflicts are identified and managed.
- 19.1.2** The Client acknowledges that the Company's principal trading under the C-Book model, commercial arrangements with Introducing Brokers and partners, and relationships with liquidity providers and bridges each give rise to conflicts of interest.

19.2 Management Measures

The Company manages conflicts through structural, procedural, and disclosure measures, including:

- (a) documented order-handling and allocation rules;
- (b) segregation of functions and information barriers;
- (c) independent Compliance Officer oversight;
- (d) personal account dealing controls on staff;
- (e) pre-clearance of gifts, hospitality, and outside business interests;
- (f) disclosure to Clients where a conflict cannot be fully mitigated.

19.3 Consent

The Client consents to the Company acting in circumstances where a conflict exists, provided the Company has taken reasonable steps to manage the conflict in accordance with its Conflicts of Interest Policy.

ARTICLE 20 CONFIDENTIALITY

20.1 Duty of Confidentiality

- 20.1.1** Each party shall keep confidential all non-public information concerning the other party that it learns in connection with this Agreement.
- 20.1.2** Confidentiality obligations survive termination of this Agreement.

20.2 Permitted Disclosures

The Company may disclose Client information where:

- (a) required by Applicable Laws, a court order, or a regulator;
- (b) necessary to provide the Services (including disclosure to Execution Venues, bridges, banks, auditors, and outsourced service providers);
- (c) necessary to enforce or defend the Company's rights under this Agreement;
- (d) the Client has consented; or
- (e) the information is already in the public domain other than as a result of breach of this Article.

ARTICLE 21 DATA PROTECTION

21.1 Data Protection Framework

21.1.1 The Company processes Personal Data in accordance with the Seychelles Data Protection Act 2023 and, where applicable to Clients in the European Union, the EU General Data Protection Regulation.

21.1.2 The Company's Record Keeping & Data Protection Policy (EVGX-POL-008) sets out the full framework, including lawful basis, data subject rights, cross-border transfers, security measures, and breach notification.

21.2 Use of Personal Data

The Company uses Personal Data to:

- (a) provide the Services;
- (b) comply with Applicable Laws, including AML/CFT, tax, and regulatory reporting;
- (c) conduct client due diligence, risk rating, and ongoing monitoring;
- (d) operate and secure the Platform and its systems;
- (e) communicate with the Client; and
- (f) other purposes lawfully permitted under the applicable data protection regime.

21.3 Data Subject Rights

The Client has the rights set out in EVGX-POL-008, including rights of access, rectification, erasure (subject to legal retention), restriction, portability, and objection. Requests may be sent to support@evgx.com and will be handled within 30 days.

21.4 Retention

Personal Data is retained for the periods set out in EVGX-POL-008, typically 7 years from the end of the business relationship, in accordance with the Securities Act and the AML Act.

ARTICLE 22 COMMUNICATIONS

22.1 Language

All communications between the Company and the Client are in English.

22.2 Method of Communication

22.2.1 The Company communicates with the Client through the Platform, the client portal, email, and the Company's website.

22.2.2 Notices from the Company to the Client are deemed received:

- (a) if sent by email, at the time of sending, provided the Company does not receive a delivery-failure notice;
- (b) if sent by courier, on the second Business Day after posting;
- (c) if posted to the Platform or the client portal, at the time of posting.

22.3 Updating Contact Details

The Client must maintain current contact details in the Account and promptly notify the Company of any change. The Company is not liable for any loss arising from the Client's failure to maintain current contact details.

22.4 Recording

The Company records telephone calls and stores electronic communications relating to the Account, the Services, or the Client's Transactions, for compliance, regulatory, and dispute-resolution purposes. The Client consents to such recording and storage.

ARTICLE 23 COMPLAINTS

23.1 Complaints Channels

The Client may submit a complaint by email to support@evgx.com, by post to the Company's registered office, or through the client portal. The Company's Complaints Handling Policy (EVGX-POL-004) governs the handling of complaints.

23.2 Acknowledgement and Response

23.2.1 The Company will acknowledge a complaint within 1 Business Day of receipt.

23.2.2 The Company will provide a substantive written response within 20 Business Days of receipt, unless the matter requires further investigation, in which case interim updates will be provided.

23.3 Escalation

If the Client is dissatisfied with the Company's response, the Client may:

- (a) request internal escalation to a Director within 30 days of the substantive response;
- (b) refer the matter to the Financial Services Authority of Seychelles; or
- (c) pursue any other remedy available under Applicable Laws or under this Agreement (including arbitration where provided in Article 28).

ARTICLE 24 TERMINATION

24.1 Termination by the Client

The Client may terminate this Agreement at any time by giving the Company at least 10 Business Days' written notice, provided that:

- (a) all open positions have been closed or transferred;
- (b) all sums due to the Company have been paid; and
- (c) any required compliance or regulatory checks have been completed.

24.2 Termination by the Company

24.2.1 The Company may terminate this Agreement by giving the Client at least 10 Business Days' written notice.

24.2.2 The Company may terminate this Agreement with immediate effect if:

- (a) the Client breaches this Agreement and, where the breach is capable of remedy, fails to remedy the breach within 14 days;
- (b) the Client becomes insolvent, enters into liquidation, is subject to administration, or ceases (or threatens to cease) to carry on business;
- (c) the Client is in material breach of any representation, warranty, or obligation under this Agreement;
- (d) the Company reasonably believes that continuing the relationship would breach Applicable Laws or give rise to a financial-crime risk;
- (e) the Client is subject to sanctions imposed by the UN, EU, UK, US, Seychelles, or any other relevant jurisdiction; or

- (f) the Client's Account is inactive for 12 consecutive months.

24.3 Consequences of Termination

24.3.1 On termination:

- (a) the Company will close all open positions at the prevailing market price;
- (b) the Company will settle all Transactions and calculate the final Account balance;
- (c) the Company will pay any net credit balance to the Client's registered bank account, after deduction of any fees, charges, or amounts due to the Company; and
- (d) the Client will pay any net debit balance to the Company within 5 Business Days.

24.3.2 Articles 17 (Limitation of Liability), 18 (Indemnity), 20 (Confidentiality), 21 (Data Protection), and 28 (Governing Law and Jurisdiction) survive termination.

ARTICLE 25 FORCE MAJEURE

25.1 Force Majeure Events

"Force Majeure Event" means any event beyond a party's reasonable control, including: act of God, war, terrorism, civil unrest, pandemic, government action, sanctions, market closure or suspension, failure of a liquidity provider, bridge, exchange, bank, or Execution Venue, cyber-attack, internet outage, power failure, and other events of similar nature.

25.2 Consequences

25.2.1 Neither party is liable for any delay or failure in performance of its obligations under this Agreement to the extent caused by a Force Majeure Event.

25.2.2 The affected party will notify the other as soon as reasonably practicable and will use reasonable endeavours to mitigate the effects.

25.2.3 If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement on written notice, subject to Clause 24.3.

ARTICLE 26 AMENDMENTS

26.1 Unilateral Amendments

26.1.1 The Company may amend this Agreement from time to time to reflect:

- (a) changes in Applicable Laws;
- (b) changes in FSA Rules;
- (c) changes in the Services, Execution Venues, or Platform;
- (d) commercial, operational, or risk-management considerations.

26.1.2 Material amendments will be notified to the Client at least 14 days before taking effect, by email or through the Platform. Less material amendments may take effect on shorter notice or immediately where required by Applicable Laws.

26.2 Client's Right

If the Client does not accept a material amendment, the Client may terminate this Agreement in accordance with Article 24 before the amendment takes effect. Continued use of the Services after the effective date of an amendment constitutes acceptance of the amendment.

ARTICLE 27 ASSIGNMENT

27.1 Assignment by the Company

The Company may assign, transfer, or novate its rights and obligations under this Agreement to any member of its corporate group or to any successor in a merger, sale, or restructuring, in each case on written notice to the Client.

27.2 Assignment by the Client

The Client may not assign, transfer, or novate its rights or obligations under this Agreement without the prior written consent of the Company.

ARTICLE 28 GOVERNING LAW AND JURISDICTION

28.1 Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of the Republic of Seychelles.

28.2 Jurisdiction

28.2.1 Subject to Clause 28.3, the courts of the Republic of Seychelles have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

28.2.2 Nothing in this Clause 28 limits the Company's right to take proceedings against the Client in any other jurisdiction in which the Client is resident, has assets, or conducts business, for the purpose of enforcing this Agreement or obtaining interim relief.

28.3 Arbitration (Optional for Professional Clients and Eligible Counterparties)

28.3.1 The Client and the Company may, by written agreement, elect to resolve disputes by arbitration in a neutral seat (such as the Singapore International Arbitration Centre (SIAC) or the London Court of International Arbitration (LCIA)), under the rules of the chosen institution, with a sole arbitrator in English.

28.3.2 Where such an election is made, Clause 28.2 does not apply, save that the Company retains the right to seek interim injunctive relief from the courts of Seychelles or any other competent jurisdiction.

ARTICLE 29 GENERAL

29.1 Entire Agreement

This Agreement, together with the Risk Disclosure Document, the Fee Schedule, the Account Opening Form, and any supplemental agreements, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and agreements.

29.2 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in force. The parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves substantially the same effect.

29.3 No Waiver

No failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right. A waiver of any right is valid only if made in writing and signed by the waiving party.

29.4 Third-Party Rights

A person who is not a party to this Agreement has no right to enforce any of its terms, except for those EVGX group members, officers, or employees to whom rights are expressly granted under Articles 17, 18, or 20.

29.5 Notices

Notices under this Agreement shall be given in writing. Notices to the Company shall be sent to: EVGX Limited, Oliaji Trade Centre – 1st Floor, Victoria, Mahé, Seychelles; or to such email or other address as the Company may notify. Notices to the Client shall be sent to the Client's registered contact details as maintained on the Account.

29.6 Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, is an original, and all of which, taken together, constitute one and the same agreement. Electronic signatures are accepted.

29.7 Language

The English-language version of this Agreement is the authoritative version. Any translation is provided for convenience only.

SCHEDULE A

SERVICES AND ACCOUNT TIERS

A.1 Overview

EVGX Limited provides execution-only trading services in foreign exchange, contracts for difference (CFDs), and such other Financial Instruments as may be offered from time to time. The Services are delivered through the MT5 Platform, FIX API, and direct market access channels, to the three Account Tiers set out below.

A.2 Account Tiers

Tier	Target Client	Key Features
Standard	Clients seeking standard trading capabilities	Competitive spreads; efficient execution; access to major and minor FX pairs; MT5 Platform; email / chat support.
Prime	Wholesale clients and proprietary trading firms	All standard features + access to tighter spreads; MAMM / PAMM support; tailored pricing; Tier 1 LP access.
Advanced	Sophisticated institutional clients and high-volume traders	All Prime features + FIX API integration on request; bespoke pricing; dedicated integration setup and optimisation; co-located infrastructure support (Equinix LD4 / NY4 / TY3).

A.3 Instruments

Current offering:

- Major FX pairs (e.g., EUR/USD, GBP/USD, USD/JPY)
- Minor FX pairs
- Exotic FX pairs (subject to availability)
- CFDs on indices, commodities, and metals (as added by the Company)
- Cryptocurrencies

A.4 Trading Hours

The Company's trading hours align with the global FX market: from Sunday 22:00 UTC through Friday 22:00 UTC, subject to Financial Instrument-specific hours and market holidays. Trading hours may be adjusted for daylight-saving transitions, market closures, or exceptional conditions.

A.5 Support

Tier	Audience	Channels
Tier 1 — General	Standard accounts	Email, live chat, ticketing portal (24/5)
Tier 2 — Dedicated	Prime and Advanced accounts	Business manager contact + all Tier 1 channels; direct phone.
Tier 3 — Technical	API / DMA clients (all tiers)	Dedicated integration support; shared communications channel (24/5).

A.6 Services Elected by the Client

The following Services, as ticked or completed by the Client on the Account Opening Form, apply to this Agreement (for administrative reference; the Account Opening Form is authoritative):

Tick	Service	Notes
☐	MT5 Platform access	Default
☐	FIX API connectivity	Advanced tier; subject to integration review
☐	Direct Market Access (DMA)	Advanced tier; subject to eligibility
☐	PAMM	Prime and Advanced tiers
☐	Algorithmic / EA trading	All tiers; subject to risk-control parameters
☐	White-label / B2B arrangement	Separate Partnership Agreement required

SCHEDULE B

RISK WARNINGS SUMMARY

⚠ Not an Exhaustive Risk Disclosure

- This Schedule is a summary of key risks. The full Risk Disclosure Document, provided separately as part of the onboarding pack, contains a more comprehensive description and forms part of this Agreement.

C.1 General Risks

- **High risk of loss.** Trading in foreign exchange and CFDs is speculative and can result in losses exceeding the amount initially invested (unless Retail Client negative balance protection applies).
- **Leverage.** Leverage magnifies both gains and losses. Small adverse price movements can have a disproportionately large effect on the Account equity.
- **Market volatility.** Markets can move sharply, especially around economic releases, political events, and unexpected news. The Client may be unable to close positions or may suffer slippage during such periods.
- **Liquidity.** Certain instruments may become illiquid at certain times, making it difficult or expensive to enter or exit positions.
- **Slippage and gapping.** Stop Orders and Market Orders may execute at prices materially different from the quoted or requested level.
- **Past performance.** Past performance is not a reliable indicator of future results.

C.2 Operational Risks

- **Technology.** The Platform, internet, and communication systems may fail, be interrupted, or be subject to cyber-attack. The Company is not liable for losses caused by such events save where attributable to the Company's own negligence.
- **Cybersecurity.** The Client is responsible for protecting Account credentials and ensuring the security of devices used to access the Platform.
- **Counterparty.** Execution Venues, liquidity providers, bridges, and banks may fail. The Company manages these risks but cannot eliminate them.

C.3 Company-Specific Risks

- **Principal trading.** The Company operates a hybrid C-Book and may trade as principal against Client Orders, creating an inherent conflict which the Company manages in accordance with the Conflicts of Interest Policy.
- **Regulatory.** The Company is licensed and regulated by the FSA of Seychelles. Regulatory protections available in other jurisdictions may not apply.

C.4 Negative Balance Protection

Client Category	Negative Balance Protection
Retail Client	Yes — Account cannot fall below zero. In the rare event of a shortfall, the Company absorbs the deficit.
Professional or Wholesale Client	No — the Client is responsible for all losses, including any negative balance
Eligible Counterparty	No — the Client is responsible for all losses, including any negative balance

C.5 Appropriateness

Before opening an Account, the Company as well as perform all compliance and initial verification check, will assess the Client's knowledge and experience to determine whether its products and services are appropriate. If the Client proceeds despite a warning that the products are not appropriate, the Client does so at its own risk.

⚠ NOTICE FOR SOPHISTICATION CHECKS

Knowledge or experience assessments by EVGX are performed only as an extra initial inspection of the client's understanding of the company's services. EVGX does not use 'sophistication' checks in qualifying clients under a wholesale or institutional classification, and any such tests for the purpose of qualifying clients is generally prohibited.

SCHEDULE C

CLIENT CLASSIFICATION CRITERIA

This Schedule sets out the criteria used by the Company to classify Clients.

D.1 Retail Client

A Client is classified as a Retail Client unless the Client meets the criteria for a Professional Client, Wholesale Client or an Eligible Counterparty. Retail Clients receive the highest level of regulatory protection and are subject to specific tests and enhanced due diligence.

D.2 Professional Client

A Client is generally classified as a Professional Client if it is presumed to possess the experience, knowledge, and expertise to make its own investment decisions and properly assess the risks involved. A Client may generally be a Professional Client by reason of:

D.2.1 Per-se Professional Clients

- Credit institutions
- Investment firms
- Other authorised or regulated financial institutions
- Insurance companies
- Collective investment schemes and their management companies
- Pension funds and their management companies
- Commodity and commodity derivatives dealers
- Large undertakings meeting at least two of: balance sheet total $\geq$ EUR 20m; net turnover $\geq$ EUR 40m; own funds $\geq$ EUR 2m
- National and regional governments, public bodies managing public debt
- Central banks, international and supranational institutions
- Other institutional investors whose main activity is investing in Financial Instruments

⚠ NOTICE FOR CLASSIFICATIONS

Outside of any general Per-se classifications, EVGX Limited performs all Professional, Wholesale, and Institutional tests in line with the relevant specific governing jurisdiction and verifiable location of the applicant.

D.2.2 Elective Professional Clients

A Client may request treatment as a Professional or Wholesale Client provided the Client appropriately qualifies under the requirements set by their specific jurisdiction and specific location. As part of this process, EVGX will request certain documentation for proof of their classification status, including an up-to-date status refresh if required.

D.2.3 Institutional, Wholesale, or ECP Classification (Australia & U.S.)

A Client may request treatment as a Wholesale or Institutional Client in Australia or U.S. provided the Client meets strict requirements and satisfies all tests as outlined by the Company's Client Onboarding KYC Document (EVGX-D06).

The Company will independently assess each cases documentation, certification, and client qualification proof and may refuse any classification request, if requested items of the test cannot be provided, or for any other reason (referenced in EVGX-IOM-001 and EVGX-D06).

D.3 Eligible Counterparty

A Client is classified as an Eligible Counterparty if it falls within a sub-set of Per-se Professional Clients and agrees to the classification. Eligible Counterparties can include investment firms, credit institutions, insurance companies, collective investment schemes, pension funds and their management companies, other authorised financial institutions, national governments, central banks, and supranational organisations.

D.4 Consequences of Classification

Classification	Best Execution	Suitability/Appropriateness	Reporting
Retail Client	Full	Appropriateness test applies	Full Retail reporting standards
Professional Client	Full, calibrated by nature of order	Presumed to have knowledge / experience	Reduced Retail reporting
Eligible Counterparty	Modified — core fairness rules apply	Not applicable	Minimum regulatory overlay

SCHEDULE D

EXECUTION POLICY SUMMARY

This Schedule summarises the key elements of the Company's Best Execution Policy (EVGX-POL-002). The full Policy is available on request.

E.1 Best Execution Obligation

The Company takes all sufficient steps to obtain the best possible result for its Clients, having regard to the following execution factors:

Factor	Description	Default Weighting
Price	Prevailing bid/ask across aggregated liquidity sources	High
Costs	All costs borne by the Client — spread, commission, financing	High
Speed	Time from order receipt to execution and confirmation	High (especially API / DMA)
Likelihood of execution and settlement	Probability of full fill and clean settlement	High
Size	Ability to execute the required size without adverse market impact	Medium
Nature and other considerations	Market conditions, instrument volatility, Client instructions	Case-dependent

E.2 Calibration by Client Segment

Segment	Primary Factors
Retail Client	Total cost (price + all costs) is primary
Segment A — Institutional	Price, Speed, Costs, Likelihood, Size
Segment B — High-Volume Traders	Price, Speed, Costs, Likelihood
Segment C — Retail Broker / WL	Price, Speed, Costs, Likelihood

E.3 Execution Venues

Layer	Description
Internal	C-Book (EVGX acts as principal; flow internalised within NOP limits)
External	Tier 1 Banks
External	Non-Bank LPs
External	DMA (via approved bridges and co-located infrastructure)

E.4 Order-Handling Rules

- Orders are executed promptly, fairly, and in sequence
- No front-running or use of Client order information for proprietary benefit
- Aggregation permitted only where not detrimental to any Client
- Allocation on a pre-determined, documented basis

E.5 Specific Instructions

Where the Client gives a specific Instruction (e.g., limit price, specific venue), the Company follows the Instruction. This may prevent the Company from taking steps it would otherwise take to obtain best execution for the part of the Order to which the Instruction relates.

E.6 Monitoring and Review

- Real-time monitoring of fill ratios, slippage, last-look, and latency
- Quarterly Execution Quality Report (reviewed by Head of Dealing with Compliance Officer)
- Annual Execution Policy review by the Board
- Material changes notified to Clients

— End of Client Service Agreement —