95 Cromwell Road, Second Floor, London, SW7 4DL, United Kingdom
https://markets.flux.live

Flux Markets - Terms of Business v1.5

Flux Markets is a trading name of Onyx Capital Advisory Limited. Flux Markets is authorised and regulated by the Financial Conduct Authority (FCA FRN 822509). Flux Markets is registered in England & Wales (company number 11472304) with its registered address at 95 Cromwell Road, Second Floor, London, SW7 4DL.

1. Introduction

1.1 Please read this document carefully as it contains, along with the documents referred to within it, the Terms (as amended from time to time) upon which we will provide services for trading Spread Bets and CFDs.

1.2 This is an important legal document that forms part of the contractual agreement between you and us. Therefore, you should ensure that you have read and understood its content. Should you have any questions, please contact us (see below for details).

1.3 These Terms shall apply to Retail Clients, Eligible Counterparties and Professional Clients (each as defined in the client categorisation section below) except where indicated to the contrary in the relevant provision.

1.4 For clarity, the definitions of specific terms used in these Terms can be found in the Definitions section. Defined terms and section titles are capitalised throughout these Terms.

1.5 The Terms presented in this document encompass both Spread Betting and CFDs, unless explicitly stated otherwise in a specific section relating to one or the other.

About us

1.6 Flux Markets is a trading name of Onyx Capital Advisory Limited in relation to its CFD and Spread Betting business. Onyx Capital Advisory Limited is authorised and regulated by the Financial Conduct Authority. Onyx Capital Advisory Limited is entered on the Financial Services Register with reference number (822509). Details of the regulated services which Onyx Capital Advisory Limited is permitted to provide are set out in the Financial Services Register which is available on the website of the Financial Conduct Authority (www.fca.org.uk). The Financial Conduct Authority may be contacted at Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.

1.7 Onyx Capital Advisory Limited is registered in England & Wales (company number 11472304) with its registered address at 95 Cromwell Road, Second Floor, London SW7 4DL. Our contact details are (+44 20 30975000) and trading@flux.live.

Our Products and Risk Warning

1.8 We provide services for trading derivative contracts. Specifically, non-advised execution only trading for CFDs and Spread Bets on a range of underlying assets including but not limited to Currency Pairs, Indices, and Commodities ("**Services**"). Further detail on these products, and our Services in relation to each, is set out in the Supplemental Terms.

1.9 These contracts are traded on a leveraged basis. Trading CFDs and Spread Bets involves a high level of risk to your capital and may not be suitable for all investors. Trading products that involve leverage may result in losses exceeding your Balance. However, where we have categorised you as a Retail Client you cannot lose more than your Balance. Where we have categorised you as a Professional Client or an Eligible Counterparty it is possible to lose more than your Balance and you may be required to make further payments. You should ensure that you fully understand the risks involved and seek independent advice if needed. The prices of relevant products can change rapidly to your detriment. **The vast majority of Retail Clients lose money when trading CFDs and Spread Bets**.

Our Agreement with you

1.10 These Terms are part of the contractual Agreement between you (also referred to as "**yourself**", "**Prospective Client**" and "**Client**" as appropriate), and us, Onyx Capital Advisory Limited (also referred to as "**Flux Markets**", "**we**", "**us**" and "**our**").

1.11 The Agreement consists of these Terms, Annex 1, the *Order Execution Policy, Costs and Charges* document and *Risk Disclosure Notice* which are available on our Website.

1.12 These Terms shall apply solely to the Services and not to any other services we may provide to you.

1.13 By opening an Account with us online, you must agree to be bound by the Agreement. If you accept the terms of the Agreement via the tick box on our Website, you acknowledge that:

a. you have read, understood and agreed to the Agreement;

b. ticking the box constitutes your electronic signature and creates a legally binding contract between you and Flux Markets;

c. if you do not agree to be bound by the Agreement, you must not proceed with using our Services; and

d. we may update these Terms and any supplemental documents or policies which form part of the Agreement at any time, and your continued use of our Services after any changes constitutes your acceptance of the revised Agreement. It is your responsibility to review the Terms and any supplemental documents and policies which form part of the Agreement periodically for updates.

1.14 There are additional documents, policies and information available to you on our Website and Trading Platform which contain useful information but are not part of the Agreement. Before you deal with us, you should ensure you have read these documents carefully. These include but are not limited to *Key Information Documents, Client Categorisation Policy, Conflicts of Interest Policy*, *Privacy Policy*, *General Queries and Client Complaints Process ("**Complaints Process**")* and *Leverage and Margin Policy*.

1.15 We act as principal in all Transactions with you on a non-advised and execution only basis, meaning we are the counterparty to your trades. We are not acting as your agent, and we do not represent your interests in any way. This means that we are not obligated to act in your best interests, and we are not responsible for any losses you may incur as a result of the provision of our Services. We do not provide investment, financial, legal, tax, regulatory or similar advice. Any information or other features provided to you must not be treated as advice that is suitable for you or as advice that is based on a consideration of your personal circumstances. We are not responsible for any investment decisions that you make.

2. Regulatory Matters

Client Acceptance Process

2.1 We are required by the Applicable Law to conduct the Due Diligence Process to identify and verify our customers, which forms part of our client acceptance process. We have adopted a risk-based approach to this process, which may involve requesting, including but not limited to, documentary evidence of your name, legal entity identifier (LEI) (if applicable), date of birth and address. You consent to our use of additional online electronic verification tools, which may request further information, documents, and photo or video evidence from you. If you are unable to satisfy our client acceptance process, you may not be able to open an Account with us, or we may be required to close your existing Account. We shall assess the appropriateness of our Services by reference to your knowledge, experience and understanding of the risks involved.

2.2 We will not accept you as a Client and we shall not commence providing our Services to you until:

(a) we have successfully completed the Due Diligence Process; and

(b) we have established that you have passed the Appropriateness Test, where applicable.

2.3 We will only offer you our Services when we have successfully completed our client acceptance process, at which point you will receive a confirmation from us to that effect. Prior to our confirmation, you are a Prospective Client, and you may have access to certain parts of the Trading Platform, during which you agree to be bound by the Terms.

2.4 The Services and products we provide may not be suitable for everyone. Accordingly, we have identified our target market, and we generally expect our Services to be used by individuals who:

(a) have a sufficient understanding and experience of trading CFDs and/or Spread Bets to understand the products that are being traded;

(b) are likely to have a diversified investment portfolio;

(c) have some professional or personal experience trading Financial Instruments;

(d) wish to speculatively trade high risk Financial Instruments, or hedge exposure using high risk Financial Instruments;

(e) are aware of the risks associated with trading such instruments; and

(f) are financially capable of bearing potential losses associated with trading CFDs and/or Spread Bets.

Client Categorisation

2.5 Pursuant to the Applicable Law, we categorise our Clients into three main categories: "**Eligible Counterparties**", "**Professional Clients**" and "**Retail Clients**". We will treat you as a Retail Client unless we have informed you otherwise in accordance with the Applicable Law and our *Client Categorisation Policy*.

2.6 Retail Clients are afforded the highest level of regulatory protection. As a Retail Client, you are entitled to negative balance protection. This means you cannot lose more than your Balance. If at any time you have a negative Balance on your Account, we will return the Balance to zero (0). Please note, this may not happen immediately.

2.7 Eligible Counterparties and Professional Clients are considered to be more experienced, knowledgeable, sophisticated and able to assess their own risk, thus are given a lower level of regulatory protection. If you meet the conditions outlined in clause 16 concerning Professional Clients and Eligible Counterparties, you have a right to request a different categorisation. Any such recategorisation will result in you losing the benefit of the higher level of protection given to Retail Clients under the Applicable Law. Should we categorise you as a Professional Client or Eligible Counterparty based on the information you provide to us during the client acceptance process, or if you request to be recategorised, we will outline the protections you may lose in a separate warning notice provided to you.

2.8 Where we have categorised you as a Professional Client or an Eligible Counterparty, it is possible to lose more than your Balance and you may be required to make further payments. If you are categorised as a Professional Client or an Eligible Counterparty you should refer to clause 16, which sets out the additional terms applicable to you.

2.9 If you believe you are eligible for recategorisation, please contact a member of our client-management team. Our approval of any request to be treated as an Eligible Counterparty, Professional Client or Retail Client will be at our discretion and subject to an assessment of your financial situation, expertise, experience, and knowledge of investment matters.

Third Parties and Your Account

2.10 You acknowledge that, save in respect of Attorneys that have been appointed under a validly executed POA and otherwise in accordance with clause 2.24, you are not allowed to open an Account with us on a third party's behalf, regardless of your legal relations. You are only permitted to use our Services for Algorithmic Trading having first obtained our express consent, provided that all such activities strictly comply with applicable market rules, regulations, and industry standards, including but not limited to ensuring fair market practices and preventing market manipulation. We shall have the right to unilaterally close any non-compliant Account that we become aware of or any Account which we reasonably suspect to be non-compliant, and we shall not be liable for any losses, damages, costs, or expenses arising from our actions under this clause.

Complaints and disputes

2.11 If, having gone through our *Complaints Process*, you are dissatisfied with our handling and/or findings in relation to your complaint or dispute, you may be able to refer the matter to the Financial Ombudsman Service, details may be found within our *Complaints Process* or at https://www.financial-ombudsman.org.uk/. The Financial Ombudsman Service may be contacted at Exchange Tower, London E14 9SR.

Compensation

2.12 If we cannot meet our obligations to you under the Agreement and you are a Retail Client, you may be entitled to compensation from the Financial Services Compensation Scheme, up to its specified maximum amount. Further information about compensation arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk. The Financial Services Compensation Scheme may be contacted at 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

Conflicts of Interest

2.13 In accordance with the Applicable Law, we are required to take all reasonable steps to identify conflicts of interest which arise through the provision of our Services. This includes conflicts between ourselves, our employees and our Clients, between different areas of the business and between one client and another. Our *Conflict of Interest Policy* sets out the types of actual or potential conflicts of interest which affect or may affect our Services under these Terms and provides details on how these are to be managed.

2.14 In accordance with our *Conflicts of Interest Policy*, we are committed to managing conflicts of interests fairly. Our comprehensive policy is in place to identify, manage, and disclose potential conflicts. You can find more information about our *Conflicts of Interest Policy* on our Website.

2.15 You shall notify us promptly of any potential or existing conflict affecting our provision of the Services which you are or become aware of.

2.16 In the event of any conflicts of interest arising from Transactions executed on your behalf, we are committed to manage such conflicts in a fair and transparent manner.

Taxation

2.17 You are responsible for the payment of all taxes associated with your trading activities. This includes any applicable taxes under the Applicable Law, including but not limited to stamp duty, transfer tax, dividend tax, withholding tax, and other taxes or duties in any jurisdiction.

2.18 We are not responsible for advising you about changes in tax laws or practices, or for any tax implications arising from your use of the Services, a change in law, your trading in a different jurisdiction, or any other unforeseen circumstances.

2.19 You are ultimately responsible for fulfilling your tax obligations related to your trading activities. Clauses 1817.5 and 18.7 outlines the specific tax implications for the relevant traded product. We recommend that you consult with a qualified tax advisor to fully understand the tax implications arising from your trading activities.

Residency and Jurisdiction

2.20 By creating this Account, you confirm that you are not located in (whether temporarily or permanently), incorporated in, or a resident of the USA or Belgium or any other jurisdiction where it is or becomes unlawful to access our Trading Platform or trade CFDs or Spread Bets (as applicable).

2.21 You agree that if Flux Markets later determines that you are in breach of clause 2.20, we shall close your Account immediately, and Flux Markets will not be liable for any losses you may incur as a result.

Regulatory Reporting

2.22 Transactions executed under this Agreement are subject to reporting in accordance with the Applicable Law. This includes, but is not limited to, information such as the Transaction type, date, price, volume, and the identity of the counterparties involved.

2.23 You agree to provide any necessary information that may be required for compliance with our Transaction reporting obligations. This may include, but is not limited to, your identification details, the nature of the Transaction, and any other relevant data as requested by us. If such information is not provided to us within a reasonable timeframe, we reserve the right to terminate your Account immediately.

Power of Attorney

2.24 We may permit the authorisation of a third party to access and manage your account at our discretion. You may request such authorisation by submitting to us a duly completed power of attorney ("**POA**"). The POA may take the form of either a "**Limited Power of Attorney**" or a "**Full Power of Attorney**", each of which grant different rights and permissions to the third party attorney (the "**Attorney**"), as detailed below:

(a) Limited Power of Attorney: this form of POA grants limited authority to the Attorney to act on your behalf concerning your account. The Attorney will have the authority to execute trades, adjust account preferences, and manage rollover instructions, as specified. However, the Attorney is expressly prohibited from amending your personal details, initiating or processing payments, withdrawing funds, or modifying statement and notification preferences.

(b) Full Power of Attorney: this form of POA grants full authority to the Attorney. The Attorney will have the authority to perform any and all actions that you could undertake in relation to the account. This includes, but is not limited to, opening and closing Positions, managing Account Balances, initiating payments, and making withdrawals. Any payments or withdrawals made by the Attorney must be to and from accounts held in your name. Third-party payments are not permitted.

2.25 To grant either a Limited Power of Attorney or a Full Power of Attorney, you are required to complete the applicable form, which outlines the specific powers to be conferred upon the Attorney. The completed form must be submitted to the company for approval. Following submission, relevant checks, including identity verification and regulatory compliance reviews, will be conducted. Once all necessary checks, verifications and further due diligence (if required) are completed to our satisfaction, the applicable POA will be established.

2.26 Should you wish to grant a POA to an Attorney, or if you require additional assistance, please contact our client management team for further guidance and support.

3. Trading With Us

3.1 We reserve the right to offer different Account types and features. Depending on your knowledge and experience or client categorisation, some of these may not be available to you. We reserve the right to convert your Account type and/or enable/disable (as applicable) Account features if, in our sole discretion, we determine that a different Account type/feature (as applicable) is more appropriate for you or if otherwise required by the Applicable Law. We may withdraw or amend any promotions, discounts or similar offers at any time without prior notice and at our sole discretion.

3.2 The Services shall be subject to any limits or restrictions which are contained in these Terms, and which are required by the Applicable Law. CFD and Spread Bet Transactions do not confer to you any right, voting right, title or interest in any underlying instrument or entitle and/or oblige you to acquire, receive, hold, vote, deliver, dispose of or participate directly in any Corporate Action of any underlying instrument.

3.3 Our Services are offered strictly on a non-advised, execution-only basis, which means that all investment decisions are made solely by you, and you are fully responsible for determining your investment strategy and placing all Orders. Whilst our staff may provide insights and factual information about market trends, please note that **we will never provide any advice on your investments, Transactions, or trading decisions. We will not offer any advice or recommendations concerning our Services, and any information we provide should not be construed as such.** We recommend you seek independent professional advice to assess whether the intended investments are suitable for you. While we may supply factual information about our products, potential risks, or the financial markets in general, we do so without considering your personal circumstances.

3.4 We shall open an Account in your name in the selected available currency. You shall be able to use your Account to trade once you have passed the client acceptance process and deposited into your Account the initial Margin Requirement.

3.5 By using the Services, including our Website and Trading Platform, you acknowledge and agree that:

(a) it is prohibited to use, store, reproduce, display, modify, sell, publish and distribute content and information related to the Services without our prior written permission;

(b) you shall not use the Services for any unlawful or unauthorized purpose; and

(c) you acknowledge that all proprietary rights in the Trading Platform are owned by us or by any applicable third-party licensors or service providers selected by us and are protected under copyright, trademark and other intellectual property laws and other Applicable Law.

3.6 You may make a profit or incur a loss as a result of the Transactions. All profits and losses shall be calculated promptly into the currency in which the Account is opened.

3.7 The Order shall only be deemed to be placed by you when it is reflected on your Account on the Trading Platform or your Statement.

3.8 You acknowledge that we may from time to time outsource and/or partially outsource certain of the Services offered through these Terms, to the extent and as permissible by the Applicable Law, to any of our group companies or third parties.

Joint Accounts

3.9 We permit the opening and operation of Joint Accounts at our discretion; that is a trading Account established to facilitate the trading of CFDs and/or Spread Betting activities held by two or more individuals.

3.10 If we permit you to open a Joint Account, we may act upon instructions given by you or any other individual in whose name the Account is opened, each being a Joint Account holder, including instructions to execute trades. Any Orders confirmed will be binding on all Joint Account holders. Under certain circumstances, we may require instructions from all Joint Account holders.

3.11 We may send any notice or communication to either you or another Joint Account Holder.

3.12 All Joint Account holders will be jointly and severally liable for any losses, fees, or charges incurred on the Joint Account. This means that any amounts owed on the Account must be paid in full by you or any of the other Joint Account holder(s).

3.13 Unless you notify us otherwise and we have agreed at our sole discretion, all assets held in a Joint Account will be treated as owned jointly by all Joint Account holders as Joint Tenants, without distinction regarding ownership.

3.14 In the event of the death of you or any other Joint Account holder, we may accept instructions from and remit any remaining Balance to the survivor(s).

Linked Accounts

3.15 To the extent permitted by the Applicable Law, we may notify you that your Accounts will be classified as Linked Accounts. Ordinarily, we will only make transfers between your Linked Accounts at your request and at our sole discretion. Free Funds on one Linked Account cannot be used to satisfy your Aggregate Margin Requirement of other Linked Accounts by you. We reserve the right to move Free Funds from one Linked Account to another at our sole discretion. If such situation arises, we will notify you of the transfer. Please note this may be after the transfer has happened.

Making Deals

3.16 Each Order shall be submitted by you via the Trading Platform or any other Means of Communication.

3.17 Before you place any Order, you can obtain a Quote from the Trading Platform or from our brokerage team through any Means of Communication (as applicable to the product). The Quote shall only be valid until it is automatically replaced by a new one on the Trading Platform. If a Quote is provided by another Means of Communication, it shall only be valid for an Order placed immediately.

3.18 Indicative Prices may be accessed via the Trading Platform or through another Means of Communication. Quotes provided by our brokerage team via any other Means of Communication may differ at any time to the Indicative Prices.

3.19 We reserve the right to reject any Orders at our sole discretion.

3.20 Unless expressly permitted under these Terms, neither party can cancel a Transaction if it has been executed pursuant to a valid Quote and you have confirmed that you want to buy or sell the desired quantity of the relevant instrument. In some situations, we may provide a partial execution of an Order as an alternative to an outright rejection. If an Order can only be executed partially due to relevant considerations or applicable limits, you authorise us to make reasonable efforts to execute that part of the Order.

3.21 It is your responsibility to ensure that your Account has sufficient Balance to satisfy your Aggregate Margin Requirement. Any failure to do so may result in a Margin Close-Out.

Manual Trade

3.22 Certain products offered by us may only be traded manually via a Means of Communication during Business Hours. You acknowledge that the Trading Platform may only be available for Indicative Prices for these specific products, and therefore, all Orders for such products must be communicated directly to our brokerage team via a Means of Communication during Business Hours. We reserve the right to determine which products are subject to this manual trading requirement and to modify our Business Hours.

Our Price

3.23 The Quote shall be the bid price (the price at which you can sell) and the offer price (the price at which you can buy) for each instrument via the Trading Platform or any other Means of Communication.

3.24 The Quote shall be determined based on prevailing market conditions. The difference between our bid price and our offer price is Flux Markets' "**Spread**". For certain products, our Spread may contain an element of charge or commission for us. For some markets the Spread changes frequently and there is no limit to how large any such changes may be. You acknowledge that when you close a Position, our Spread may be larger or smaller than our Spread when the trade was opened, even for markets where our Spread is nominally fixed.

3.25 We will provide best execution in line with the Applicable Law and our *Order Execution Policy* which is provided on our Website.

3.26 You agree that all Pending Orders placed by you may be executed at a price different from the specified one in the case of sharp fluctuations in the price of the instrument.

Errors

3.27 From time to time, material errors and omissions may occur in respect of your CFD trades, Spread Bets, your Account, our Trading Platform or other Means of Communication (each an Error). Examples of Errors, include but are not limited to, a pricing Error, our Trading Platform displaying prices which are not reflective (whether caused by a third-party supplier or due to a problem with our systems), an Order being handled incorrectly by our Trading Platform and/or our staff (including execution at a price which is not indicative of underlying market conditions) or incorrect deductions or credits being applied to your Account.

3.28 If you know or suspect or are aware of circumstances in which you ought reasonably to know or suspect, that an Error has occurred, you shall notify us as soon as reasonably practicable. In a similar manner, we shall notify you as soon as reasonably practicable in such circumstances, which for the avoidance of doubt may be after an Error has occurred.

3.29 If an Error has occurred, this constitutes a Specified Event and the provisions of clauses 7.11 and 7.16 will apply. We will inform you of any Reserved Actions we may take, or may have taken, in accordance with clause 7.16.

4. Financial Matters

Your money

4.1 If we have categorised you as a Retail Client, in accordance with the Applicable Law, money which we hold for you shall be held as Client Money in accordance with the relevant Applicable Law. Client Money shall be identified and stored separately from our own assets in a segregated Client bank account.

4.2 We may pass money held for, or received from, you to a third party (such as an exchange or intermediate broker, over-the-counter counterparty or settlement agent) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (for example, a Margin Requirement) in respect of a Transaction. If such a third party is outside the United Kingdom, the applicable legal and regulatory regime shall be different from that of the United Kingdom, and if such third party fails, your money may be treated differently to the position which would apply if your Client Money had remained in the United Kingdom.

4.3 We will perform regular reconciliations of the Client Money account(s) to ensure that the amount held in these accounts matches the total amount of Client Money that should be segregated under the FCA CASS Rules. If there is any discrepancy, it will be corrected within the timeframe stipulated by FCA CASS Rules.

4.4 For the avoidance of doubt, no interest will be accrued on any funds in your Account, including any Client Money.

4.5 All due skill, care and diligence will be exercised in the selection, appointment and periodic review of any third-party financial institution with whom your money is placed. We will not be responsible for any acts, omissions or defaults of the third-party financial institution.

4.6 In the event that there has been no movement on your Account Balance for a period of at least six years and we are unable to contact you despite having taken reasonable steps to do so, you agree that we may cease to treat your money in accordance with the FCA CASS Rules.

4.7 In the event of our failure (for example, due to Insolvency), any money held in a Client Money account with a third party financial institution will be segregated from our other assets and will not be available to our creditors. However, in the event of failure (for example, due to the Insolvency) of a third party, your money may be held with other customers' money in a pooled Client Money account. In the event that the third party holding the money defaults and there is a shortfall, you agree to share proportionately in that shortfall with other creditors of the third party where your Client Money is deposited.

4.8 Where any amounts owed by you to us under these Terms are due and payable to us, in accordance with relevant FCA Rules, we shall cease to treat as Client Money the amount owed to us. You agree that we may apply that money towards satisfaction of all or part of those amounts due and payable to us. For the purposes of this clause, any such amounts owed by you to us under these Terms become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

Deposits and Withdrawals

4.9 You have the right to deposit and withdraw money to and from your Account via the methods specified on the Trading Platform. We have the right to restrict the available methods at any point in time. Please note that, depending on the method, there might be specific conditions for the deposit to take place. You are obligated to log in to our Website via your username and password before issuing a Payment Instruction. Please note that for any deposits and/or withdrawals, you are obliged to use only bank accounts, cards or any other type of accounts belonging to you. By agreeing to make a deposit, save in respect of Attorneys that have been appointed under a validly executed POA and otherwise in accordance with clause 2.24, you confirm you are depositing your own funds for your own trading with Flux Markets.

4.10 You shall transfer money to your Account only after you agree to the Agreement, you receive confirmation that you passed our client acceptance process and you have a valid username and password to access the Trading Platform. Bank deposits from third parties to your Account shall not be accepted under any circumstances.

4.11 A Payment Instruction to withdraw funds can be submitted by emailing trading@flux.live or any other Means of Communication. Please note, ordinarily it may take up to five (5) Business Days to process your request. However, processing times may occasionally be longer in exceptional circumstances. You shall have the right to withdraw money from your Account up to the amount of the Free Funds. You shall not be able to instruct us to make any payments to third parties on your behalf.

4.12 You acknowledge that ordinarily the withdrawal of any portion of the Free Funds will be executed via the same method and to the same source as the one we received the funds from. Subject to our approval, there are certain situations where an exception might be made for a withdrawal to be executed to a payment method different from the one used for deposits. You will be required to provide us with all evidence necessary to establish that the new payment method is in your name.

4.13 You consent that whenever you confirm a Payment Instruction to withdraw funds, Flux Markets will use a specific payment intermediary or bank to process your withdrawal as per your Payment Instruction. The payment intermediary or bank may hold the withdrawal amount while the payment transaction is being processed, at which point the withdrawal amount will no longer be considered Client Money.

4.14 We may request additional information and/or documentation to verify the legitimacy of any Payment Instruction request. We may delay or refuse to process a Payment Instruction where we have reasonable grounds of doubt relating but not limited to:

(a) the authenticity of the instruction provided;

(b) whether there are potential unauthorised or fraudulent use of your Account;

(c) the validity of the nominated bank account supplied; or

(d) the compliance with the Applicable Law.

You hereby accept that under such circumstances, there may be a delay in the processing of your Payment Instruction or the Payment Instruction may be refused (as applicable).

4.15 You hereby undertake to inform us every time a card used by you to make deposits to your Account has expired or been blocked, deactivated or otherwise suspended. We shall not be liable if we should satisfy your Payment

Instruction by way of paying money back to a card that has expired or has been blocked, deactivated or otherwise suspended without your prior notification thereof.

4.16 If you decide to withdraw funds that were initially deposited with a payment card by submitting a chargeback with your issuing bank or otherwise, then you expressly agree that we shall have the right to Set-Off the respective amounts from your Free Funds in relation to any funds that are successfully reversed during the chargeback process.

4.17 In the event that there is Client Money that cannot be allocated to you in whole pennies or cents, meaning there is a residual amount of less than 1 penny or cent (as applicable, depending on the currency of your Account) that needs to be allocated to you, you expressly agree that we may write this amount off and pay it away to a registered charity.

Fees

4.18 You shall pay and we reserve the right to deduct any applicable charges and/or commissions, details of which are set out in the *Costs and Charges* document and may be amended from time to time. Any amendments will be communicated to you in accordance with clause 1614.1.

4.19 It is your responsibility to regularly access and review the Statements to ensure that it corresponds with your own records. This information will be conclusive unless we notify you of any mistake, Error or inaccuracy or the client management team receives notification of any mistake, Error or inaccuracy from you and we agree with your notification.

4.20 If applicable, our *Costs and Charges* document will set out details of any arrangements that involve the payment or receipt by us of any fee or non-monetary benefit to or from any person other than you in connection with the Services provided by us under these Terms. Further details of these arrangements shall be disclosed to you as soon as practicable following notice in writing to us requesting such disclosure.

4.21 You shall be responsible for the payment of any commissions, transfer fees, registration fees, Transaction taxes and/or stamp duties, governmental or administrative levies and fees and all other liabilities and costs properly payable or incurred by us under these Terms. Transaction tax is the collective term referring to all taxes and levies charged in Transactions in Financial Instruments in all applicable jurisdictions. Certain jurisdictions may oblige you to pay a certain amount (usually, a fixed percentage) of Transaction tax or stamp duty. The existence and amount of tax depend on the specific type of Financial Instrument and the applicable national legislation.

4.22 You agree that Flux Markets will not be liable for any additional fees you may be charged by any bank or other third-party financial services provider which you use for the transfer of funds to and from us.

5. Margin and Settlement

5.1 Before placing an Order, you will need to ensure that your Free Funds are adequate to meet the Margin Requirement. For each open Position, we shall ring-fence a part of the funds you deposit as collateral. These funds are known as the Margin Requirement which is a percentage of the total value of the Position or a fixed amount per contract or unit traded, as shown on the Trading Platform and/or Website. The Aggregate Margin Requirement cannot be withdrawn by you whilst the Positions remain open. The applicable Margin Requirement for each product is determined by us and may vary depending on the asset class, market conditions, and your client classification.

5.2 You shall at all times maintain an appropriate amount of Equity in proportion to your Aggregate Margin Requirement as per clause 5.1. It is your responsibility to monitor your Aggregate Margin Requirement which is shown real time on the Trading Platform, and to take any action required as soon as possible to ensure your Equity exceeds your Aggregate Margin Requirement. If you fail to satisfy the Aggregate Margin Requirement under clause 5.1, we shall inform you without undue delay via email.

5.3 The Margin Requirement for a Position may vary depending on factors including but not limited to, market volatility, the underlying instrument, Position size and client classification. Specific details on Margin Requirements are available on our Trading Platform and/or Website.

5.4 If you fail to maintain the Aggregate Margin Requirement or fail to meet a Margin Call, we reserve the right to close out all or part of any of your Positions. You will be responsible for any resulting losses, and any costs incurred in connection with closing your Positions. You will be informed via email if there is a Margin Close-Out. For the avoidance of doubt, that may be after we have liquidated Positions.

5.5 The provisions under clause 5.4 shall apply when the shortage of funds exceeds 50% of the Aggregate Margin Requirement and any of your open Positions may be closed one by one or simultaneously.

5.6 The procedure and actions under clauses 5.4 and 5.5 are intended to cover potential losses that may arise from market movements against your Positions. Losses may translate to negative Account Balances. Negative balance protection is offered to Retail Clients, but this protection is not available to Professional Clients and Eligible Counterparties.

5.7 We reserve the right to modify the Margin Requirement for any product at any time.

6. Your Rights and Obligations

6.1 During Business Hours, you can receive Quotes and place Orders on the Trading Platform for all products which are available to trade on your Account.

6.2 You shall monitor your Positions and shall bear the risk of suffering losses from your trading activity. We provide Retail Clients with negative balance protection on their Accounts. Negative balance protection shall not apply to Professional Clients and Eligible Counterparties. Unless you have been classified as a Retail Client, we reserve the right to claim a negative balance on your Account.

6.3 You accept full responsibility for monitoring your Account. You agree to notify us immediately if you become aware of:

(a) the loss, theft or unauthorised use of your username or password or account number;

(b) the failure by you to receive a trade confirmation from us indicating that an Order was received, rejected and/or executed;

(c) any inaccurate information in your Account(s) Balance, Statements or any communication from us, including via the Trading Platform;

(d) any adverse changes or developments relating to your financial status; or

(e) inaccurate records of money held or trading Transaction history.

6.4 You must ensure that your password always remains confidential, and you must take all responsible steps to:

(a) stop any other person using your password;

(b) not disclose your password to any other person, including any of our employees (whether over the telephone or otherwise);

(c) not use any part of your Account number in your password;

(d) ensure you are not overheard when contacting us by telephone; and

(e) not leave your mobile phone or other devices unattended whilst you are logged on to the Trading Platform.

Your Confirmations

6.5 You represent, warrant, and agree to all of the following at the point of entering into these Terms and at the point you place each Order:

(a) You possess the legal capacity and obtained all necessary consents to enter into these Terms;

(b) You possess sufficient knowledge of trading risks;

(c) You can bear the financial risks associated with trading CFDs and Spread Bets;

(d) All information you provide to us is complete, accurate, truthful, and not misleading;

(e) Your actions comply with all Applicable Law, including but not limited to, financial regulations and tax laws;

(f) You are not in breach of any existing contractual obligations by entering into these Terms;

(g) You are acting on your own behalf and not as an agent or representative of another party, save in respect of Attorneys that have been appointed under a validly executed POA and otherwise in accordance with clause 2.24;

(h) You are not under any legal restriction or subject to any law or regulation that would prevent you from fulfilling these Terms, and you are not an executive, manager, director, or board member of any regulated market or exchange or company whose shares are traded on such a market;

(i) You are not located in (whether temporarily or permanently), incorporated in, or a resident of the USA or Belgium or any other jurisdiction where it may be unlawful to access our Platform or trade CFDs or Spread Bets (as applicable);

(j) You will conduct yourself only in the normal course of business and will not attempt to manipulate the financial market or the Trading Platform, or engage in conduct that may constitute Improper Use, including but not limited to engaging in any Transactions that may qualify as:

(i) market abuse (such as insider trading or misuse of confidential information) or any similar practices;

(ii) acting in concert with a third party or any other form of abusive or manipulative use of the Trading Platform;

(iii) Trading Platform abuse; or

(iv) price manipulation, time manipulation, latency abuse or other similar activities.

(k) You will not engage in inappropriate behaviour toward Flux Markets or its employees. Inappropriate behaviour includes, but is not limited to, swearing, abusive language, racism, discrimination, harassment, defamation, abuse of communication systems, misuse of social media and spam.

6.6 Any breach of the commitments made under clause 6.5 will be considered a material breach of these Terms and will entitle us to unilaterally cancel and void any Orders placed in breach of clause 6.5, close any open Positions, close your Account and/or terminate the Agreement. In such cases, we shall not be liable for any damages, loss of profits, or any other actual or potential obligations you may incur.

7. Our Rights and Obligations

7.1 We reserve the right to reject any Orders at our sole discretion.

7.2 We reserve the right to refuse, suspend, or terminate any Account or trading activity or close part or all of your Positions at our sole discretion for reasons including but not limited to Improper Use.

7.3 We shall not accept Orders when any of the following apply:

(a) the relevant market is closed for trading;

(b) you do not have enough Free Funds to execute the Transaction;

(c) there are Circumstances Outside Our Control;

(d) we reasonably suspect Improper Use;

(e) we detect serious technical problems which impede the normal functioning of the Trading Platform and/or an Error has occurred.

In the above cases, we shall not be held liable for any damages which may be owed to you. Where we have reasonably suspected Improper Use, we shall have the right to retain the amounts received in your Account as a result of such Transactions.

7.4 We shall have the right, at our sole discretion, to reasonably modify, restrict or limit the Margin Requirements, Spread, commissions, minimum and maximum trading amounts, minimum and maximum number of units of each product and any other Attributes. Such limits will be imposed as a result of considerations including but not limited to market conditions and/or an assessment of Flux Markets' risk and/or compliance requirements. In such an event, we will inform you as timely as possible by email or through our Trading Platform. Nevertheless, it is your responsibility to monitor your Account and emails, and stay informed about applicable limitations.

7.5 We have the ability to adjust Margin Requirements at any time, based on market conditions, risk management considerations, or regulatory requirements. We may liquidate all or part of any of your Positions if your Equity fails to meet the Aggregate Margin Requirement, or if you fail to meet a Margin Call. In such circumstances, we will notify you via email as soon as reasonably practicable. For the avoidance of doubt, that may be after we have liquidated Positions.

7.6 We shall have the right to introduce new products and Market Hours for trading on the Trading Platform and to suspend and/ or remove from the Trading Platform any products and Market Hours at our sole discretion. In the event that we suspend and/or remove from the Trading Platform any products we may close out your Positions relating to that product.

7.7 We reserve the right to place a Close-only Limitation at our sole discretion where we have valid reason for doing so, including but not limited to actual or suspected Improper Use. In such circumstances we may notify you upon placement of a Close-only Limitation.

7.8 Where we believe that latency in the Trading Platform is unfairly exploited by you, we may, at our absolute discretion, void all Transactions and return to you only the Balance excluding any profit or loss associated with Transactions that have been voided, and then close your Account(s).

7.9 We may (at any time and in our sole discretion) remove all or part of any Service, including any additional service from your Account(s). We will attempt to notify you which, for the avoidance of doubt, may be after we remove the additional service from your Account. This will take effect on the date specified in the relevant notice. Unless our notice specifies otherwise, you will be allowed to close any Positions on the relevant Account during the time between:

(a) when we serve you the notice; and

(b) when the service is removed in accordance with the notice.

If you do not do this, we will cancel or close any Transactions, as far as our staff deems fit in their sole discretion, taking into account any prior instructions you have provided.

7.10 If any Event of Default occurs, we may, where and to the extent permitted under the Applicable Law, take all or any of the following actions:

(a) debit any other Accounts you hold with us;

(b) initiate legal proceedings or using debt collection services to recover the amount owed, including any interest, fees, or costs associated with the recovery;

(c) restrict your ability to place new trades or access certain services until the negative Balance is fully cleared;

(d) terminate your Account if the Balance is not restored within a reasonable period; and

(e) where we have categorised you as a Professional Client or an Eligible Counterparty, charge interest on any outstanding negative Balance as specified in clause 16.6 and/or charge interest on any outstanding margin shortfall as specified in clause 16.7, or as otherwise notified to you in writing.

Specified Event

7.11 Should a Specified Event occur, be reasonably likely to occur, or when we become aware of a Specified Event, we may take a Reserved Action, provided it is fair and reasonable in the circumstances (see clause 7.16). A Specified Event includes, but is not limited to, if:

a. you, or any Attorney appointed (as applicable), are the subject of or have been found guilty or at fault in any criminal proceedings or relevant investigation carried out by the appropriate authorities in any jurisdiction of any offence involving dishonesty, financial crime, terrorist financing or a similar offence;
b. there has been an Event of Default;
c. you are an individual and you die or become of unsound mind or your capacity, as far as it is relevant to the Agreement, is otherwise impaired;
d. you breach any of the terms of the Agreement, including but not limited to, any Improper Use;
e. you fail to make any payment due to us under the Agreement or any other agreement in place between you and us or for any of our group companies;
f. any of the declarations and assurances provided by you pursuant to clause 6.5 of these Terms becoming incorrect or misleading in any material respect, as determined by us;
g. an Error occurs;
h. a Corporate Action occurs in relation to the underlying asset of a Product or in relation to the issuer of an underlying asset; or
i. any other circumstance exists where we reasonably believe that it is necessary or desirable to protect you or us, including any breach or potential breach by you of the Applicable Law or the Agreement or where you do not respond as reasonably required to any notice, communication or request for further information from us in relation to your Account.

Circumstances Outside Our Control

7.12 Any failure by us to perform our obligations under the Agreement caused by a Circumstance Outside Our Control will not be a breach of the Agreement. We shall not be held liable for any failure to perform our obligations under the Agreement or for any losses, damages, costs or expenses incurred by you as a result of the Circumstance Outside Our Control.

7.13 If we reasonably determine that there is a Circumstance Outside Our Control, we will give you notice of this as soon as it is practicable and in accordance with the Applicable Law. We will use all reasonable endeavours to resume our provision of our Trading Platform, Services and/or performance of our obligations under the Agreement as soon as possible. Where it is fair and reasonable to do so, we may take an appropriate Reserved Action.

7.14 Where a Circumstance Outside Our Control continues for a period exceeding thirty (30) days, either party may terminate the Agreement by giving written notice to the other party, subject to the settlement of all outstanding obligations.

7.15 Where we are able to resume provision of our Trading Platform, Services and/or performance of our other obligations under the Agreement following a Circumstance Outside Our Control:

a. the value of any Financial Instrument held immediately before the Circumstance Outside Our Control that remains open will be determined by the price as at the time we are able to resume our provision of our Trading Platform and/or Services;

b. we may act on any instructions to transmit any Order in relation to a Financial Instrument received immediately before the Circumstance Outside Our Control, provided it is possible to do so; and

c. you are responsible for re-instating or cancelling any Orders affected by a Circumstance Outside Our Control.

Reserved Actions

7.16 If we are required to do so under the Applicable Law, or a Specified Event or Circumstance Outside Our Control occurs or is reasonably likely to occur, or we have valid reasons for doing so, we may in our sole discretion take any action, including the following Reserved Actions, that is fair and reasonable in the circumstances:

a. open, combine, correct or close any Financial Instrument or cancel or suspend any Orders or Transactions on your Account(s);

b. prohibit you from accessing or using your Account(s);

c. suspend or in any way limit or restrict your ability to place any Order or decline to action any instruction received from you in relation to your Account(s);

d. refuse or delay to give effect to your Payment Instruction(s);

e. amend any Margin Requirement, Spread, trading parameters, Attributes, parts of the *Costs and Charges* document relevant to Financial Instruments and/or Transactions and/or Orders;

f. cancel any Transactions (as if they had never been entered into in the first place) and the effect of such Transactions on your Account;

g. suspend or modify the operation of the Trading Platform;

h. carry out Auto Rollovers where applicable to the product;

i. impose special terms in relation to any Order, Transactions, Financial Instruments which, by virtue of its size, is deemed by us to be abnormal by reference to the relevant product, its volatility or its liquidity;

j. close any Account or placing any Account on Close-only Limitation;

k. where applicable, exercise any right of Set-Off, making any deductions or credits, or charging interest, under the Agreement or the Applicable Law;

l. retain any sum owed by you to us or any of our group companies;

m. suspend the generation and/or quotation of prices and/or the execution of Orders on our Trading Platform in respect of any product;

n. remove any product from our Trading Platform and/or remove your ability to place CFD trades, or Spread Bets on a particular product from an Account; and/or

o. where we have categorised you as a Professional Client or an Eligible Counterparty, restrict or remove any additional service from your Account entirely, whether temporarily or permanently.

8. Liability

8.1 We shall provide the Services to you with due care and skill, but to the fullest extent permitted by the Applicable Law, we shall not be liable to you or any third party for any losses, damages, costs, or expenses (including any

direct, indirect, special, incidental, consequential, or punitive damages) arising out of or in connection with losses of income, revenue or profit that result from your trading or betting activity on the Trading Platform.

8.2 Subject to clause 8.4, we shall not be liable for losses that result from our failure to comply with these Terms that fall into the following categories:

(a) loss of income or revenue;

(b) loss of business;

(c) loss of profits;

(d) loss of anticipated savings;

(e) loss of data; or

(f) waste of management or office time.

8.3 Subject to clause 8.4, we shall not be liable for any liabilities arising out of or in relation to:

(a) a Circumstance Outside Our Control;

(b) any failure by any counterparty, intermediate broker, bank, custodian, market or market operator, exchange, clearinghouse, depositary or another third party with whom you do business;

(c) changes to the trading terms of the relevant stock exchange or currency market;

(d) the failure of any third-party trading systems, software or services not provided by us;

(e) any Error in a specific Quote to the extent that the Error could not have been prevented as a result of our due care and skill;

(f) an inaccurately placed Order by you, interruption of the connection or failure of the means of communication, whether due to mechanical, software, computer, telecommunications or other electronic systems failure;

(g) temporary technical difficulties or circumstances that make it impossible to carry out Orders on a given market and produce Quotes;

(h) (directly or indirectly) the exercise of our right to place restrictions on Account or take any other action as provided in these Terms;

(i) the exercise of any of our rights in accordance with clause 7;

(j) (as per clause 8.8) your reliance on any information, Market Data, or analysis provided by us;

(k) (as per clause 6.6) your breach of clause 6.5;

(l) (as per clause 13.3) your receipt or use of Market Data;

(m) (as per paragraph 1.5 of Annex 1) your use or operation of, or the performance of, the Trading Platform; and/or

(n) (as per paragraph 2.3 of Annex 1) your use of or reliance on trade signals.

8.4 Nothing in these Terms shall exclude or limit any duty or liability we may have to you for:

(a) death or personal injury caused directly by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) loss suffered as a direct result of our material breach of these Terms;

(d) loss suffered as a direct result of our wilful default; or

(e) liability that cannot be excluded under any Applicable Law.

8.5 Our total liability arising out of or in connection with these Terms shall be limited to the total of your deposits made into the Account, minus any withdrawals you have placed.

8.6 You shall indemnify us for any loss which we may suffer as a result of you breaching these Terms. We shall take reasonable steps to minimise our losses in any situation where you are required to reimburse us.

8.7 We do not provide investment, financial, legal, tax, or other advice. Any information, Market Data, or analysis provided by us is for informational purposes only and should not be construed as advice or a recommendation to trade or invest.

8.8 You acknowledge that all trading decisions are made independently by you, and, as set out in clause 8.3(j) above, we are not liable for any losses or damages resulting from your reliance on any information, Market Data, or analysis provided by us.

9. Instructions and Communication

9.1 You or your Attorney may place Orders via the Trading Platform after logging in with your username and password. Other Means of Communication may also be permissible at our discretion. You authorise us to rely and act upon and treat as fully authorised and binding on you any Order provided via the Trading Platform or via any other Means of Communication. You will be responsible for and bound by all costs, obligations, and expenses incurred by us on your behalf as a consequence of such instructions.

9.2 We may, at our absolute discretion refuse to accept or act in accordance with any Order. In such circumstances we are not obliged to give any reason for the refusal. We shall also be entitled to take any action in respect of an Order or Transaction without prior notice, where we consider that it is necessary, appropriate or prudent to do so in order for us to comply with the Applicable Law.

9.3 You agree that we may record all communications between you and us and use such recordings, or transcripts of such recordings, as well as any emails, recorded chat messages or other communications you send to us through our Trading Platform or any other Means of Communication for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. Upon your request, we will provide a copy of such records to you within a reasonable timeframe.

9.4 If you need to contact us for any reason in relation to these Terms, please do so:

(a) by post at Flux Markets, 114a Cromwell Road, Fourth Floor, London SW7 4ES; or

(b) by email at trading@flux.live; or

(c) by telephone at +44 20 30975000.

9.5 Any notice from you required or permitted under these Terms shall be deemed valid only if delivered to us in writing. Notices may be sent via email to trading@flux.live, by post to Flux Markets, 114a Cromwell Road, London SW7 4ES, or delivered personally to the aforementioned address. Notices sent via email will only be considered received on confirmation of receipt by us. Notices sent by post will be deemed received five (5) Business Days after mailing. Personal deliveries will be considered received on the date of delivery. Any other method of communication shall not constitute valid notice under these Terms.

9.6 We may deliver any written notices in connection with these Terms by post or by email using the latest address or email address which you have provided. Notices sent via email will be considered received at the point of transmission, provided that no bounce-back or delivery failure is received. Notices sent by post will be deemed received five (5) Business Days after mailing. Personal deliveries will be considered received on the date of

delivery. You shall notify us of any change to your contact details within ten (10) Business Days of such change occurring.

10. Reporting

10.1 We will provide you with a written confirmation for each Order within the timeframe stipulated by FCA Rules, typically within one (1) Business Day following the execution of an Order, unless you consent to not receiving such confirmations via written notice. This written confirmation will be sent to you electronically, either through our Trading Platform or via email.

10.2 On every Business Day, you can access a real-time statement electronically on the Trading Platform, allowing you to review your open Positions, Transactions and Account Balance. Where there is activity on your Account(s) a Statement will be emailed to you in accordance with FCA requirements.

10.3 You are expected to regularly review the Statements we provide. Any written confirmation or Statement issued by us regarding any Transaction or related matter will be considered conclusive and binding unless you provide us with written notice of your objection within two (2) Business Days of the actual or assumed delivery date.

10.4 If we are obligated by the Applicable Law to report Transactions made with you to the FCA or any other regulatory authority, you must provide us with your national insurance number or equivalent national/legal identifier, or any other required information to determine your identification details for regulatory purposes before you can place Orders through our Trading Platform.

11. Commencement, Duration and Termination

11.1 You agree that these Terms will be binding on you as soon as you start an application to open an Account, at which point you are a Prospective Client. These Terms shall continue until terminated in accordance with the Agreement.

Termination by either Party

11.2 The Agreement may be terminated with the written consent of both parties.

11.3 Either party may terminate the Agreement in accordance with clause 7.14 (*Circumstance Outside Our Control*).

Termination by You

11.4 Provided you are not in breach of any part of the Agreement, you may terminate the Agreement and close your Account at any time by providing us with written notice. Upon receipt of such notice, we will endeavour to close your Account and return your Equity as soon as reasonably possible, contingent upon the closure of all open Positions, cancellation of all Orders, and fulfilment of all your obligations under these Terms.

Immediate Termination by Us

11.5 We may terminate all or any part of these Terms immediately if:

(a) you breach any of your obligations under these Terms;

(b) we suspect Improper Use; or

(c) your Account Balance is zero (0) and your Account has been inactive (no Transactions made) for six consecutive months (180 days), in such circumstances you will be notified in writing.

Termination due to death

11.6 If we receive official proof of your death, we will close any open Positions as soon as practically possible, regardless of their current outcome, and hold any of your assets on trust until we receive official documentation identifying your legal successors and clear instructions from an authorised person on how to proceed.

Consequences of Termination

11.7 Promptly following termination, your Account will be closed and all Transactions and Orders cancelled. You agree that if you have open Positions at the time of termination, we have the right to close them by reason of such termination.

11.8 If any funds are credited to your Account after termination, we will make every effort to return these funds to you using the same methods as previous deposits. If none of these methods are available, we will attempt to contact you to arrange an alternative method for returning the relevant funds.

12. Confidentiality

12.1 Each party undertakes to the other to keep all Confidential Information of the other party strictly confidential, not to disclose or make available any Confidential Information to any third party without the prior written consent of the other party, and to use the Confidential Information of the other party only for the purposes of performing its obligations or exercising its rights under these Terms.

12.2 The obligations in clause 12.1 apply to all Confidential Information disclosed at any time in connection with the parties' relationship, including all documentation and information provided during the onboarding and account opening process.

12.3 We may disclose your Confidential Information in the following circumstances:

(a) at the request of, or where we are otherwise required or permitted to disclose by, any regulatory or supervisory authority (including the FCA, the PRA, HMRC, or any law enforcement or tax authority) or pursuant to any applicable court order or similar legal process, provided that (where lawfully permitted to do so) we give you prompt written notice of such requirement and reasonably cooperate with any efforts by you to seek a protective order or other relief;

(b) where disclosure is required under Applicable Law;

(c) to our employees, officers, directors, agents, professional advisers, or contractors who need to know such information for the purposes of providing the Services or enforcing our rights under these Terms, provided that such persons are bound by confidentiality obligations at least as stringent as those in this clause; and

(d) to the extent strictly necessary to enforce our rights under these Terms.

12.4 You may disclose our Confidential Information only in the circumstances set out in clause 12.3(a), (b) and (c) above, applied mutatis mutandis, and to the extent strictly necessary to enforce your rights under these Terms.

12.5 Upon written request, or upon the termination or expiry of these Terms, each party shall promptly return or securely destroy all Confidential Information of the other party in its possession or control, save to the extent that retention is required by Applicable Law or regulatory obligation, in which case the obligations in this clause shall continue to apply to any retained information.

12.6 The obligations in this clause shall survive the termination or expiry of these Terms for a period of five years, save in respect of any Confidential Information that constitutes a trade secret under Applicable Law, in respect of which the obligations shall continue to apply for so long as the information retains that character.

12.7 This clause constitutes the entire agreement between the parties with respect to the confidentiality of information exchanged in connection with their relationship and the Services. The protections afforded by this clause are intended to be at least equivalent to those that would ordinarily be contained in a standalone non-disclosure agreement, and Flux Markets does not require, and shall not as a condition of providing the Services request, a separate non-disclosure agreement from you. To the extent that any separate non-disclosure or confidentiality agreement has been or may in future be entered into between the parties in connection with the

Services, the terms of this clause shall prevail over that separate agreement to the extent of any conflict, unless that separate agreement expressly and specifically provides otherwise.

13. Data Usage and Protection

13.1 We will collect and hold personal information of you for the purpose of providing the Services under these Terms. All information shall be held and secured in compliance with the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended). Your information will be processed as specified in the *Privacy Policy* and *Cookies Policy*, available on our Website, in line with all Applicable Law.

13.2 You agree that your use of any data provided to you in relation to the Services, whether in real-time or delayed, through the Flux Markets platform (including but not limited to market prices, volumes, and other data related to Financial Instruments and Transactions executed on the Flux Markets platform, collectively referred to as "**Market Data**") is confidential. You will use the Market Data solely for your own personal use and benefit solely for the purposes set out in the Agreement and not for managing third-party assets in any capacity. You will not use the Market Data for any unauthorized or illegal purposes, or in a professional capacity, which means you shall not use the Market Data if you are:

(a) a member of any exchange;

(b) a registered or qualified professional trader or investment adviser with any Stock, Commodities, or Futures exchange, contract market, or any financial regulatory authority; or

(c) an employee of an organization engaged in professional investment activities.

13.3 You receive the Market Data on an "as is" and "as available" basis. We do not guarantee its correctness, accuracy, completeness or timeliness. If the Market Data appears to be incorrect or implausible, you should not act on it. We shall not be liable for any damages arising from the receipt or use of Market Data provided to you. We provide market data or similar information for general purposes only and market data or similar information should not be used as the sole basis for any investment decision; and you will use such information solely in compliance with Applicable Law.

14. Amendment

14.1 We reserve the right to amend the Agreement at any time. Any amendments will be communicated to you by posting a revised version on our Website. It is your responsibility to review the Agreement and any supplemental documentation periodically. Continued use of our Services following any such amendments will constitute your acceptance of the revised Agreement. If you do not agree with the amendments, you must cease trading and provide us with written notice to terminate the Agreement and close your Account. We may also notify you of material changes via email or other Means of Communication at our discretion.

14.2 These Terms may be amended due a variety of reasons, including but not limited to:

(a) Changes in the Applicable Law: To comply with new or updated legal or regulatory requirements imposed by relevant authorities.

(b) Market conditions: To reflect changes in market conditions, including trading practices, volatility, or liquidity.

(c) Technological or operational enhancements: To incorporate improvements on our Trading Platform, systems, or Services.

(d) Risk management: To address risks identified in relation to our trading activities or to reflect changes in our risk appetite.

(e) Business requirements: To reflect updates to our business model, products, or Services offered.

(f) Client feedback: In response to Client needs or to improve clarity and usability of the terms.

15. General Provisions

15.1 English will be the language used for all communications between you and us for the duration of these Terms unless we mutually agree otherwise. These Terms may be translated into other languages; however, if there are any discrepancies between versions, the English version will prevail.

15.2 By accepting these Terms, you agree to promptly notify us of any changes to the information you provided when you opened the Account.

15.3 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to the Services.

15.4 If a court or competent authority determines that any provision (or part of a provision) of these Terms is invalid, illegal, or unenforceable, that provision (or part of it) will be deemed deleted to the extent necessary, without affecting the validity and enforceability of the remaining provisions.

15.5 If any provision of these Terms is found to be invalid, unenforceable, or illegal, but could become valid, enforceable, and legal with certain modifications, both parties agree to negotiate in good faith to amend such provisions to make them valid, enforceable, and as close as possible to the original commercial intent of both parties.

15.6 Any delay, failure, or omission (whether in whole or in part) to enforce, exercise, or pursue any right, power, privilege, claim, or remedy under these Terms, or by law, shall not be construed as a waiver of that or any other right, power, privilege, claim, or remedy regarding the situation in question, nor will it prevent the enforcement of that or any other right, power, privilege, claim, or remedy in the future.

15.7 Our Website may be accessed worldwide. However, the information on it is not directed at residents of the United States and Belgium and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to the Applicable Law. When visiting our Website, it is your responsibility to identify and comply with any Applicable Law.

15.8 Nothing in these Terms (or any arrangements contemplated by it) shall be interpreted as creating a partnership between you and us.

15.9 Any person who is not a party to these Terms shall have no rights under or in connection with it.

15.10 These Terms shall be governed by and construed in accordance with the laws of England and Wales. The Client irrevocably submits, for the benefit of Flux Markets, to the non-exclusive jurisdiction of the courts of England and Wales in any dispute arising out of or in connection with these Terms. Flux Markets may, in its sole discretion, bring proceedings against the Client in any jurisdiction where the Client is domiciled or resident or any of its assets are located, or before any other court or tribunal of competent jurisdiction. To the extent permitted by the law of the relevant forum, Flux Markets may bring proceedings in any number of jurisdictions concurrently or consecutively, concerning the same or related disputes, without proceedings in one jurisdiction precluding proceedings in another. The Client irrevocably waives any objection to proceedings brought by Flux Markets in any jurisdiction permitted by this clause based on forum non conveniens, lis alibi pendens or any similar doctrine, and agrees not to contend that the forum is not the most appropriate or convenient.

95 Cromwell Road, Second Floor, London, SW7 4DL, United Kingdom
https://markets.flux.live

SUPPLEMENTAL TERMS

Professional Clients and Eligible Counterparties

16. Additional Terms for Professional Clients and Eligible Counterparties

These Supplemental Terms apply specifically to Clients who are classified as Professional Client or Eligible Counterparties under the rules of the Financial Conduct Authority (FCA) or any other relevant regulatory authority. These terms supplement and, where applicable, amend the standard terms set out in the main Terms.

If there is any conflict between these Supplemental Terms and clauses 1 - 15 of the Terms, the provisions of these Supplemental Terms will take precedence.

Categorisation

16.1 As a Professional Client or Eligible Counterparty, you represent, warrant, and agree that you have met the necessary criteria under the Applicable Law, the details of which can be found within our *Client Categorisation Policy*.

16.2 You will promptly provide any information or documentation required to enable us assess or verify your classification status.

16.3 By agreeing to be classified as a Professional Client or an Eligible Counterparty, you acknowledge and accept that you will not be entitled to certain protections afforded to Retail Clients under the Applicable Law. This includes, but is not limited to:

a) reduced protection under the Financial Ombudsman Service (FOS): You may not have the right to refer complaints to the FOS;

b) negative balance protection: You may not be protected from losses exceeding your Balance;

c) you may not benefit from the same best execution obligations that apply to Retail Clients; and

d) no Retail Client information disclosures: You may not receive all disclosures or other information that are provided to Retail Clients.

Further details will be provided in our warning notice.

Profit and loss

16.4 You may incur losses from any CFD trade and/or Spread Bet that exceed your Balance.

Your money

16.5 As permitted by the Applicable Law, we may agree with you that you do not require money which is transferred by you to us to be held in a segregated Client Money bank account following appropriate disclosure of the associated risks by us to you. Any such agreement must be in our agreed form, in writing and signed by you. If such agreement is signed by you, you acknowledge and accept that following such an agreement:

a) any transfer of money you make to us will be treated as a transfer of full ownership of the money for the purpose of securing or covering your present, future, actual, contingent or prospective obligations with us;

b) you should not place any money with us that is not for the purpose of securing or covering your present, future, actual, contingent or prospective obligations with us;

c) such money does not constitute Client Money for the purposes of the Applicable Law, you will no longer have a proprietary claim over the money transferred to us and it and may be used by us in the course of our business; and

d) you will rank as an unsecured creditor of us in respect of this money in the event of our Insolvency.

Payments

16.6 If your Account has a negative Balance (including following the termination of these Terms), it must be cleared without delay. If it is not, that negative Balance constitutes a debt owed to us, which is immediately due and payable. Should you fail to make the required payment to us, we reserve the right to charge interest on the overdue amount from the date it was due until we receive full payment. This interest will accrue daily at a rate of SOFR plus 10 percentage points per annum, calculated on the basis of actual days elapsed divided by 365 (or 366 in a leap year). Interest will not accrue under both this clause and clause 16.7 in respect of the same amount for the same period. For the avoidance of doubt, interest can accrue under both this clause and clause 16.8 for the same period if you have only initiated payment to clear part of the negative Balance.

16.7 Where a Margin Call has been issued and remains unsatisfied in part or in full, interest will accrue on the outstanding margin shortfall (being the amount by which your Equity falls short of your Aggregate Margin Requirement) from the date and time of the Margin Call notification until the shortfall is satisfied or, where applicable, a Margin Close-Out is executed in respect of the relevant Positions. Interest under this clause will accrue daily at a rate of SOFR plus 10 percentage points per annum, calculated on actual days elapsed divided by 365 (or 366 in a leap year). Any interest accruing under this clause is immediately due and payable on demand, and we may deduct it from your Account Balance or apply any Free Funds in your Account towards its satisfaction. Interest will not accrue under both this clause and clause 16.6 in respect of the same amount for the same period. For the avoidance of doubt, interest can accrue under both this clause and clause 16.8 for the same period if you have only initiated payment to satisfy part of the Margin Call. We reserve the right, at our discretion, to waive or reduce any interest accruing under this clause, provided that any such waiver must be confirmed in writing by an authorised representative of Flux Markets and will not affect our right to enforce this clause in any future case.

16.8 Where you have initiated a payment to satisfy a Margin Call or clear a negative Balance, and you have provided our client management team with a SWIFT transfer form or other evidence of payment that we reasonably consider adequate, but the Margin Call or negative Balance remains wholly or partly outstanding because receipt of the payment is delayed for administrative or operational reasons beyond your control, the funds subject to that payment are referred to as "**Funds in Transit**". Interest will accrue on the Funds in Transit from the date and time at which we accept the initiated payment as Funds in Transit until those funds are received in our accounts or, where applicable, a Margin Close-Out is executed in respect of the relevant Positions. Interest under this clause will accrue daily at a rate of SOFR plus 6 percentage points per annum, calculated on the basis of the actual number of days elapsed divided by 365 (or 366 in a leap year). Any interest accruing under this clause is immediately due and payable on demand, and we may deduct it from your Account Balance or apply any Free Funds in your Account towards its satisfaction. For the avoidance of doubt, interest can accrue under this clause and clauses 16.6 or 16.7 (as applicable) for the same period if you have only initiated payment to satisfy part of the negative Balance or Margin Call. We reserve the right, at our discretion, to waive or reduce any interest accruing under this clause, provided that any such waiver must be confirmed in writing by an authorised representative of Flux Markets and will not affect our right to enforce this clause in any future case.

16.9 Notwithstanding any other terms in these Terms, any payment obligation that we may have to you is subject to the condition that no Event of Default has occurred or is continuing.

Our right of Set-Off

16.10 We may, at any time and without notice to you, apply any Free Funds in your Account(s) with us or our associates, or any money due to you from us, against any money due to us (or any of our associates) under any Account with us or our Associates from you. This is our right of Set-Off. We may apply a currency conversion to convert the relevant funds and any money due to you or us into the same currency. If we exercise our right of Set-Off, we will give you notice of the amount of any debt that remains unsatisfied and such debt is immediately payable to us.

Orders

16.11 If your Account has insufficient Free Funds to meet the relevant Margin Requirement, we will not execute that Order unless our brokerage team agrees otherwise.

Margin Close-Out

16.12 "Margin Close-Out" has the meaning given in the Definitions section. For the avoidance of doubt, a Margin Close-Out does not and is not intended to limit your entire liability to us in respect of your CFD trades and Spread Bets. You can lose more than your Balance and may be required to make further payments.

16.13 If our client management team has previously agreed with you that it may suspend or override any Margin Close-Out initiated by the Trading Platform and the revaluation of your Equity falls to an amount at or below the Margin Close-Out level, our client management team may (in its sole discretion) try to contact you during Business Hours to request payment into the Account. If the client management team is unable to contact you and/or you are unable to fund your Account within a reasonable time, we may manually close all or a portion of your Positions in respect of any product within the applicable Market Hours and where trading is not otherwise suspended.

CFDs and Spread Bets

These Supplementary Terms provide a clearer understanding of CFDs and Spread Bets, their key features, differences, and additional information.

17. CFDs

17.1 Contracts for Difference ("**CFDs**") are derivative Financial Instruments that allow Clients to speculate on the price movements of underlying assets (such as Stocks, Indices, Commodities, or forex) without owning the underlying asset itself. The value of CFDs are indicative of the price movement of the underlying asset, with profits or losses calculated based on the difference between the opening and closing prices of the CFD Position. You do not own the underlying asset when trading CFDs, and therefore do not receive any associated rights, such as dividends for Stocks.

CFDs are considered high-risk investments and may not be suitable for all investors. The value of a CFD can fluctuate rapidly, and you may lose more than your Balance.

17.2 CFDs are traded on a leveraged basis, meaning both gains and losses can be amplified.

Our Service

17.3 You will trade with us as principal. For this you will be responsible for your trading obligations for each Order and Transaction. In accordance with clause 2.24, subject to our approval, you may appoint an Attorney under a POA to take action on your behalf under these Terms.

17.4 We may, at our discretion, provide information on request or on our Website or Trading Platform about specific CFDs, including procedures, risks, and risk mitigation strategies. We may also share relevant factual market information. Any information, Market Data, or analysis provided by us is for informational purposes only and should not be construed as advice or a recommendation to trade.

Impact of Taxation

17.5 Profit made from CFD trading is generally subject to Capital Gains Tax in the UK. This applies to both individual investors and companies. We do not provide tax advice, and it is your responsibility to seek independent tax advice to understand the tax implications of your CFD trading activities.

Trading with CFDs

17.6 When trading with CFDs, the following conditions apply:

(a) neither of us shall physically acquire the base instrument purchased by the CFD;

(b) neither of us shall be obliged to buy, sell or deliver the respective base instrument traded as a CFD;

(c) the price of the CFD changes on an intra-day basis and is close or equal to the exchange price of the respective base instrument (such as a Stock, Index or Futures);

(d) in order to trade with CFDs, you must have sufficient Free Funds in your Account. The requirements of clauses 7.3 and 7.4 shall apply for all open Positions;

(e) when you open a CFD Position, your Account may be subject to overnight funding adjustments for each day the Position remains open, or any other costs according to the *Costs and Charges* document;

(f) your Account shall be charged with the costs for the execution of each Transaction with CFDs, according to the *Costs and Charges* document; and

17.7 The following are the circumstances under which the CFD may expire or terminate:

(a) by you at any time during the Business Hours indicated on the Trading Platform;

(b) at the initiative of us when there is excessive usage of leverage, or you fail to satisfy the Position's Margin Requirement as set by us to protect you from the accumulation of large losses that would be expressed in a negative account balance;

(c) in the event that an underlying asset of the CFD has expired or is no longer trading; or

(d) at the initiative of us in the event that changes to the liquidity of the instrument in the market mean that risk cannot be properly hedged.

Therefore, before trading CFDs, you must ensure that you fully understand the associated risks, especially the counterparty risk. For more information, please refer to the *Risk Disclosure Notice* available on our Website.

Trading with CFDs on Currency Pairs

17.8 The price of a Currency Pair shows the exchange rate at which the two currencies are traded. Purchase of a Currency Pair means the purchase of the first currency of the pair and the sale of the second one. Sale of a Currency Pair means the sale of the first currency of the pair and the purchase of the second one. Transactions in Currency Pairs do not include the actual delivery of currency. The prices you see on the Trading Platform are not fixed and can vary from those quoted by other investment intermediaries. This is a common occurrence in financial markets due to factors like market demand, liquidity, and the specific pricing models used by different brokers.

17.9 Profits and losses generated by trading with Currency Pairs are always in the second currency of the pair. For instance: if you trade EUR/USD, you shall incur profits or losses in US dollars.

17.10 All Transactions with Currency Pairs shall be concluded in the manner specified in these Terms using the methods of communication specified in clause 9.

17.11 We may, at our complete discretion, determine Restricted Price Zones in which you cannot place Orders. Usually, these are prices that are too close to or too far from the market price of an instrument.

Trading with CFDs on Stocks and Indices

17.12 CFDs on Stocks and Indices lets you speculate the price of the respective Stock or Index without having to physically buy or sell the instrument. Buying CFDs on a Stock does not make you a shareholder in the respective company. You shall not have voting rights or liquidation rights.

17.13 If a company splits or reverse splits its Stock or issues rights or is subject to any other Corporate Action, you shall be informed and agree that the quantity and price of the CFDs in your Position may be increased or reduced.

17.14 If a company goes bankrupt or is delisted from the respective stock exchange, we may attempt to obtain prices for the instrument on the over-the-counter market. If this is not possible, you shall be informed that your Positions in CFDs of this company shall be closed, and you agree to the closing prices.

17.15 We reserve the right to make cash or other adjustments with respect to movements in an underlying Index resulting from dividends or other Corporate Actions to the extent we believe such adjustments are fair and reasonable. These circumstances include but are not limited to where:

(a) an announcement that a certain Stock shall be removed or added to the Index;

(b) a change in the calculation method of an Index; or

(c) a Stock or Stock within the Index pays dividends:

i. where you have a long CFD Position, you will receive a cash adjustment attributed to an announced dividend payment issued by the underlying product. This may be net of withholding tax or other charges declared by us in the *Costs and Charges* document, as applicable. These adjustments will be applied to your Account on or before the announced market ex-dividend date. That is, the day a Stock trades without the right to the next dividend; and

ii. where you have a short CFD Position, you shall pay from your Account 100% of the announced dividend. These adjustments will be applied to your Account on or before the announced market ex-dividend date.

Trading with CFDs on Futures/Forwards

17.16 Futures are standardized Financial Instruments that are traded on exchanges, whereas Forwards are customized contracts traded over the counter (OTC). CFDs are also classified as OTC products. Accordingly, this document makes reference to CFD Forward contracts, which are tailored agreements based on the underlying assets, differing from standardized Futures contracts.

17.17 Each Forward contract is traded for a specific period of time. The expiration date is included in the name of the Forward (for example, Oil-Brent Crude Apr25).

17.18 You agree that your Positions shall be automatically closed on or before the expiration date of the corresponding Forward contract and may be rolled onto the next contract in accordance with your instructions.

17.19 You agree to the prices at which your Positions shall be closed on the expiration date of the respective Forward contract.

Trading with CFDs on Commodities

17.20 Trading with CFDs on Commodities is based on spot and Futures prices and does not include the actual delivery of the quantities that have been purchased or sold.

17.21 When trading with CFDs on Commodities, the price of the Commodity shows the proportion in which it is traded against the currencies denominated.

17.22 You acknowledge that the prices of CFDs on Commodities displayed on the Trading Platform may vary from the prices offered by other investment intermediaries.

17.23 Trades in CFDs on Commodities are concluded in the manner specified in these Terms using the methods of communication specified in clause 9.

17.24 We may, at our complete discretion, determine Restricted Price Zones in which you cannot place Orders. Usually, these are prices that are too close to or too far from the market price of an instrument.

Settlement of Trades

17.25 CFDs do not involve the physical delivery of the underlying asset. Instead, trades are settled in cash, based on the difference between the opening and closing prices of the Position. Some CFDs may expire, and the process of settlement by expiry is described on our Website. Profits or losses from CFD trades will be credited or debited to your Account at the time the Position is closed.

18. Spread Bet

Spread Bets are leveraged financial betting products that allow you to speculate on the price movement of a financial market or asset without owning the underlying asset. You do not have any ownership rights, voting rights, or entitlement to dividends related to the underlying asset on which the Spread Bet is based. When you place a Spread Bet, you are taking a position on whether the price will rise or fall, based on the difference (or spread) between the buy and sell prices.

Spread Bets are considered high-risk investments and may not be suitable for all investors. The value of a Spread Bet can fluctuate rapidly, and you may lose more than your Balance.

Our Service

18.1 You will trade Spread Bets with us as principal. For this you will be responsible for your trading obligations for each Spread Bet opened by you.

18.2 We may, at our discretion, provide information on request about specific Spread Bets, including procedures, risks, and risk mitigation strategies. We may also share relevant factual market information. Any information, Market Data, or analysis provided by us is for informational purposes only and should not be construed as advice or a recommendation to trade.

Settlement of Spread Bets

18.3 Spread Bets are settled in cash based on the difference between the opening and closing prices of the underlying asset. If you make a profit, your Account will be credited with the amount of the profit. If you incur a loss, your Account will be debited with the amount of the loss.

Impact of Rollovers

18.4 If you hold a Spread Bet Position overnight, it may be subject to financing charges, which will be debited or credited to your Account depending on the direction of your Position. You agree that your Positions shall be automatically closed on or before the expiration date of the corresponding contract and may be rolled onto the next contract in accordance with your instructions.

Market Volatility and Liquidity

18.5 The prices of products on which Spread Bets are based can be highly volatile and may change rapidly in response to market events, economic data, political news, or other factors beyond our control. In certain market conditions, it may be difficult or impossible to close a Position, which could result in significant losses. You should be prepared for potential price gaps or Slippage, which may occur during volatile or illiquid market conditions.

Execution Risks

18.6 Spread Bets are executed on an execution-only basis, meaning we will act solely on your instructions without providing any investment advice or recommendations. We do not assess the suitability of any Spread Bet for you, and you are fully responsible for your own investment decisions. Ensure that you understand the nature of the product and the extent of your exposure to risk.

Impact of Taxation

18.7 The tax treatment of any profits or losses arising from Spread Betting depends on your individual circumstances and may change over time. In some jurisdictions, Spread Betting may be exempt from capital gains tax but not from income tax. We do not provide tax advice, and it is your responsibility to seek independent tax advice to understand the tax implications of your Spread Betting activities.

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https://markets.flux.live

Annex 1 Use of Third-Party Providers

1. Trading Platform

1.1 The Trading Platform used by Flux Markets, MetaTrader 5, is provided by the third-party company MetaQuotes, and we do not own any related intellectual property rights.

1.2 While we retain the right to use and access this platform, we are not responsible for its functionality, maintenance, or any issues that may arise. We do not have complete control over it and therefore cannot guarantee the accuracy or validity of the financial account information or trading history stored on MetaTrader. Your trading on MetaTrader is subject to risks associated with the Trading Platform, including those related to the communication infrastructure that connects us to MetaTrader. You acknowledge that if any system failure or interruption on MetaTrader occurs, your Orders may not be executed as instructed or may not be executed at all. Additionally, such failures or interruptions may prevent you from placing Orders or viewing your trading Positions or Market Data.

1.3 We also grant you, our Client, the right to use this platform for the purpose of accessing and executing trades with us, subject to the terms and conditions set forth by the platform provider.

1.4 You are responsible for familiarizing yourself with all aspects of the Trading Platform before attempting to trade on it. This includes understanding the Trading Platform's functionality, features, risks, and limitations.

1.5 To the extent permitted by the Applicable Law, we will not be liable for any losses or damages incurred from the use, operation, or performance of MetaTrader. Furthermore, we are not responsible for any direct, indirect, punitive, incidental, special, or consequential damages that may arise from any fault, inaccuracy, omission, delay, or any other failure of MetaTrader.

1.6 MetaTrader allows for the automation of Orders and trading requests. If we determine, in our sole discretion, the number of requests made by you is deemed excessively high, malicious, or inconsistent with reasonable or acceptable use, we reserve the right to block access at our sole discretion.

2. Trade Signals

2.1 Trade signals provided by us, or any third-party provider are for informational purposes only and should not be construed as investment advice or a recommendation to engage in any trading activity. The use of trade signals is at your own risk, and you acknowledge that we do not guarantee the accuracy, completeness, or reliability of any trade signal.

2.2 You understand that trade signals are inherently speculative and may not align with your personal investment objectives or risk tolerance. Any decisions you make to act on such trade signals are made independently and at your sole discretion.

2.3 We are not liable for any losses, damages, or costs incurred as a result of using trade signals, whether provided by us or a third party, including but not limited to any errors, delays, or interruptions in the delivery of trade signals.

2.4 We reserve the right to discontinue, modify, or restrict access to any trade signals at any time without prior notice.

Definitions

Unless otherwise stated, words and expressions that begin with a capital letter in these Terms have the meaning set out below:

Account	means an Account opened with Flux Markets.
Aggregate Margin Requirement	means the aggregate amount of money that you are required to maintain in your Account to satisfy the Margin Requirement for all Positions.
Agreement	has the meaning given in clause 1.11.
Algorithmic Trading	means any kind of trading in Financial Instruments where a computer algorithm automatically determines individual parameters of Orders, such as whether to initiate the Order, the timing of execution, price, or quantity of the Order, or how to manage the Order after its submission with limited to no human intervention.
Applicable Law	means a. the rules and guidance of the FCA or any other rules of a relevant regulatory authority; b. the rules of a relevant market or clearinghouse; and c. other laws, rules and regulations as in force from time to time as applicable to the Agreement.
Appropriateness Test	means our assessment of whether you possess the necessary knowledge and experience to understand the risks involved in relation to certain complex investment products offered via our Services.
Attorney	has the meaning given in clause 2.24.
Attributes	means the various limitations, restrictions and features that apply to Financial Instruments and/or Spread Bets in respect of each product, which we may amend from time to time in accordance with clause 7.4. Attributes include, but are not limited to, trade limits and tier sizes, minimum distances, minimum trade sizes, Market Hours, expiry dates and times, Spreads, pricing methodology and key dates.
Auto Rollover	is a feature applicable to Forward, where if activated, on the day of expiry Positions held on the expiring contract will be automatically closed at the prevailing price at the time of expiration. Simultaneously, an equivalent position, with the same quantity and direction, will be automatically opened in the next nearest dated contract, at the prevailing price of this contract. In doing so, you will not be charged any spread for the rolling of your Position. You will be notified of the rollover and will have the option to activate/deactivate the feature at any point.

Balance	Means for any Account: (a) the sum of any successfully received money paid by you to us plus any realised profits (or minus any realised losses as applicable); (b) less the amount of any money withdrawn by you.
Business Day	means any day other than a Saturday, Sunday, and public holiday in the UK, unless otherwise communicated to you.
Business Hours	means 8 a.m. to 6 p.m. on any Business Day, unless otherwise communicated to you.
Circumstance Outside Our Control	is the actual existence of, or our reasonable belief of the existence or imminence of, any circumstance that is beyond our reasonable control which prevents us performing any of our obligations under the Agreement and includes: i. changes in the Applicable Law or any action taken by an appropriate authority; ii. events or circumstances that impair or remove the ability of our Trading Platform to operate on a normal and orderly basis, including any Errors, failures or disruptions in our systems or any other infrastructure (including infrastructure controlled by third parties); iii. acts or omissions of any third party for whatever reason, including where we and/or any of our group companies are unable or it is impractical for us, after using reasonable efforts, to acquire, establish, re- establish, substitute, maintain, unwind or dispose of any trade or asset we deem necessary or appropriate to hedge our and/or any of our group companies' price risk relating to Financial Instruments and Spread Bets; iv. natural disasters, natural emergencies, and acts of God; v. emergencies, including but not limited to, fire, explosions, criminal acts, riots, war, armed conflict, terrorist attack and imposition of sanctions; vi. interruptions or failure of utility services, including electricity, internet, telecommunications, or other systems; vii. market disruptions, including suspension or closure of any trading market, or restrictions on trading imposed by exchanges, clearing houses, or market participants; viii. strikes, lockouts, labour disputes, or industrial actions; ix. breakdown or failure of any systems or equipment, including trading platforms, networks, or software; x. a change in the volatility and/or liquidity in the relevant underlying market which impacts our ability to determine or continue to determine a fair and reasonable price for a product; or xi. any other exceptional event or circumstance over which we have no control.

Client	means any Prospective Client who has been accepted by us after successfully passing the Due Diligence Process and Appropriateness Test, where required, and we have provided him/her full access to the Trading Platform and our Services.
Client Money	means money of any currency received from a Client, as applicable. Client Money rules are outlined in FCA CASS 7 Rulebook.
Close-only Limitation	is a limitation where your ability to open new or increase existing Positions is restricted or disabled.
CFD(s)	has the meaning given in clause 1817.1.
Commodities	means precious metals, oil, niche agricultural products, and the derivatives of all aforementioned products.
Complaints Process	has the meaning given in clause 1.14.
Confidential Information	means all information of whatever nature (whether written, oral, electronic, or in any other form) disclosed by one party to the other in connection with their relationship, which is by its nature confidential or is designated as confidential, or which the recipient knows or ought reasonably to know is confidential, including: (a) all documentation and information provided during the onboarding and account opening process, including identity documents, know-your-client documentation, source of funds and source of wealth information, financial statements, organisational and ownership structure documents, and due diligence materials provided before or at the time of entering into these Terms; (b) the content of these Terms and any Schedule or Supplemental Terms, including pricing, margin rates, and any bespoke arrangements agreed between the parties; (c) personal, business, financial, trading, technical, strategic, and operational information relating to either party's business, clients, counterparties, or personnel; and (d) any information derived from or based upon any of the above. Information shall not constitute Confidential Information to the extent that it: (i) is or becomes publicly available other than through a breach of these Terms; (ii) was lawfully in the possession of the recipient before disclosure and was not obtained from the disclosing party; (iii) is independently developed by the recipient without reference to the Confidential Information; or (iv) is received from a third party who is not under any obligation of confidence in respect of it.
Corporate Action	is a decision or event initiated by a publicly traded company that affects the securities (such as Stocks or bonds) issued by the company. Corporate actions can include events such as Stock splits, dividends, mergers and acquisitions, and bankruptcies.
Currency Pair	means an instrument for speculation on the currency markets. The Currency Pair is the correlation of the currencies of two countries, e.g., EUR/USD, and is further described in clauses 17.8 and 17.9.

Due Diligence Process	Means the know your customer due diligence process as outlined in the Applicable Law.
Eligible Counterparty	shall mean Eligible Counterparty as defined in the FCA Rules.
Equity	means the current mark to market value of your Account, which includes your Balance plus or minus any unrealised profits or losses.
Error	means any mistake or malfunction that affects the execution, pricing or processing of trades, excluding those which arise from Circumstances Outside Our Control.
Event of Default	means any of the following circumstances: a. an Insolvency event occurs in relation to you; b. the Aggregate Margin Requirement for your Account reaches or falls below the value of Aggregate Margin Requirement required by us in relation to all Transactions under these Terms; c. You act in breach of any warranty or representation made under these Terms or any representation or warranty made by you under these Terms and/or any information provided to us in connection with these Terms is or becomes untrue or misleading; d. any sum due and payable to us is not paid in accordance with these Terms or otherwise when due; e. the occurrence of any event beyond our control in your country of residence, which, in our sole discretion, warrants it to be treated as an Event of Default for the protection of Flux Markets; f. any termination or suspension or loss of relevant regulatory permissions; g. we consider it necessary or desirable for our protection; h. to prevent what we think is or might be a violation of any Applicable Law or good standard of market practice; i. an action is taken, or an event occurs that we consider may have a material adverse effect on your ability to perform your obligations under these Terms; and j. any Event of Default (howsoever described) occurs under any other agreement between us.
FCA CASS Rules	means the FCA Client Assets Sourcebook, as amended and/or updated from time to time.
FCA Rules	means the Handbook of Rules and Guidance of the FCA, as amended and/or updated from time to time.
Financial Instrument	has the definition set out in the FCA Rules for which includes derivative contracts relating to Currency Pairs, Stocks, Indices, Futures, Forward and Commodities.

Free Funds	means funds that are not blocked as collateral for open Positions, therefore it is the Equity on the Account minus the Aggregate Margin Requirement.
Front Running	means unethical or illegal practices that involve taking advantage of non-public information related to a trade.
Full Power of Attorney	has the meaning given in clause 2.24.
Future	means a standardized contract to buy or sell an asset at a predetermined price on a specified future date. Every Futures contract expires on a certain expiry date.
Forward	means a CFD based on private agreements between two parties. Every forward is a customized contract; terms such as the size, expiration, and asset type can be tailored to meet the needs of the parties involved.
Improper Use	Any use or suspected use of our Trading Platform or our Website or activity in relation to an Order (including a Pending Order) or a Transaction that amounts to: a. an unlawful act or a breach of the Applicable Law, whether directly or indirectly; b. a restricted or abusive trading activity; c. market abuse or manipulation including but not limited to using or having previously used Front Running practices; d. misuse of inside information and/or any other information protected by the Applicable Law or the relevant market practices; e. a breach of these Terms or any part of the Agreement; f. acting in a way that prevents or disrupts our ability to meet regulatory obligations, including failing to provide legally required information in a timely manner; g. a potential detriment to us, you, other clients of us and/or financial markets if we allowed you to continue trading; or h. dishonesty or malice.
Index	means a stock exchange index, and "**Indices**" shall be construed accordingly.
Indicative Price	means a live bid or offer price that is not executable. For example the price which is shown on the Trading Platform for products only available via phone dealing.
Insolvency	means, in respect of any legal person: a. resolution is passed, or an order is made for the winding up, dissolution or administration of such person. b. any bankruptcy order is made against such person. c. the appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if an encumbrancer takes possession of or sells, all or any part of the business or assets of such person. d. the making of an arrangement or composition with creditors generally or the filing with court documents or making of an application to the court

	for protection from creditors generally, or any arrangement which has that effect; or e. if the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of Insolvency or event that is analogous to those set out in paragraphs (a), (b), (c), or (d) of this definition applies to the person concerned. If the person concerned is in a partnership (a GP, LP or LLP), the occurrence of any of the events listed in this paragraph in relation to any partner shall be an Insolvency event in relation to such person.
Joint Account	means an account shared by two or more individuals that allows all account holders to contribute funds, make investment decisions, and manage the account individually and where necessary, collectively. Each holder has equal rights to access and control the account. Unless notified otherwise, Joint Account holders will be treated as Joint Tenants.
Joint Tenants	means each holder has equal rights to the assets in the Account, with no distinguishable shares. Each holder has 100% stake in the Account. This can be contrasted with tenants in common where holders may hold designated proportions of shares in the Joint Account.
Linked Account	means an arrangement where two or more Accounts are held by an individual or entity and are interconnected, as determined by Flux Markets.
Limited Power of Attorney	has the meaning given in clause 2.24.
Margin Call	means a notification from us requesting you to deposit additional funds or assets into your Account to meet the Aggregate Margin Requirement. Failure to meet a Margin Call may result in the liquidation of any or all of your Positions to restore compliance with the Aggregate Margin Requirement.
Margin Close Out	means the process in which Position(s) will be closed when a Margin Call has not been satisfied.
Margin Requirement	means the amount of capital that you are obligated to provide to us to execute an Order and maintaining an open Position.
Market Data	has the meaning given in clause 13.2.
Market Hours	means the time span of trading on the financial markets as indicated on our Website or Trading Platform or otherwise communicated to you. During those Market Hours, the Client shall be able to place Orders on the Trading Platform for execution of those products which are available for trading.
Means of Communication	means any means of communication other than via the Trading Platform including but not limited to phone calls, or any other means of communication as agreed between the Client and Flux Markets.
Flux Markets	has the meaning given in clauses 1.6 and 1.10.

Order	means an instruction to buy or to sell as placed by you or your Attorney via your Account on the Trading Platform or by any other Means of Communication.
Payment Instruction	means any instruction on your Account for a deposit and/or withdrawal.
Pending Order	means an Order to be executed once the condition(s) specified by the Client has been satisfied.
POA	has the meaning given in clause 2.24.
Position	The total net value of all open CFD or Spread Bet trades in a given product within an Account.
Professional Client	means Professional Client as defined in the FCA Rules.
Prospective Client	means anyone who has agreed to these Terms and may be granted access to certain parts of the Trading Platform. Prospective Clients are not yet accepted by us, and they do not have access to our Services.
Quote	means a live, tradable bid or offer price provided by Flux Markets.
Restricted Price Zones	means price zones that we shall not allow you to trade in.
Retail Client	means Retail Client as defined in the FCA Rules.
Services	means the services we provide for trading CFDs and Spread Bets, as defined in clause 1.8 and further detailed in clause 3.
Set-Off	has the meaning given in clause 16.10.
Slippage	means the difference between the expected and actual execution price of a Transaction.
SOFR	means the Secured Overnight Financing Rate as administered and published by the Federal Reserve Bank of New York (or any successor administrator) for the relevant Business Day. If SOFR is not published for a given Business Day, the most recently published SOFR rate shall apply. If SOFR is permanently discontinued, we may designate a replacement overnight reference rate and will notify you of such designation in writing. Notwithstanding any other provision of these Terms, any interest rate calculated by reference to SOFR (or any replacement reference rate) under the Agreement shall be subject to a minimum of zero per cent (0%) per annum. If the resulting interest rate of any such calculation involving SOFR would otherwise be negative, it shall be deemed to be zero per cent (0%) per annum, and we shall not be required to pay or credit any interest to you as a result.
Spread	has the meaning given in clause 3.24.
Spread Bet	has the meaning given in clause 18.
Statement	means a written confirmation of any Transaction, any Orders, any Pending Orders that you set and/or edit, any open Positions and any relevant charges.

	This will be provided monthly, and daily when there is activity on your Account.
Stock	means a share of a public company, registered for trading on a foreign stock exchange.
Terms	means these Terms of Business.
Trading Platform	means the electronic trading platform on our Website.
Transaction	means the partial or full fulfilment of any Order.
Website	means our Website at https://markets.flux.live, and any such other website operated by Flux Markets which may be accessed by the Client.