



## **Client Terms and Conditions**

### **Anax Capital Financial Markets LLC**

#### **Introduction**

Anax Capital Financial Markets LLC is a regulated financial services provider licensed by the Securities and Commodities Authority (SCA) of the United Arab Emirates. The company is authorized to operate as a Trading Broker in Over-the-Counter (OTC) Derivatives and Currencies within the Spot Market, as well as an international trading broker under the First Category (Dealing in Securities). Anax Capital offers services related to the purchase and sale of financial instruments, including Contracts for Difference (CFDs) on Equities, Futures, Spot Currency, Forward Bullion, and other OTC Contracts.

All trading activities facilitated by Anax Capital Financial Markets LLC are conducted solely at the discretion of the Client and in accordance with the terms and conditions set forth in this Agreement. Both parties confirm their legal capacity and authority to enter into and be bound by this Agreement.

This Agreement establishes the contractual relationship between you, the Client, and Anax Capital Financial Markets LLC. In this document, references to "Anax Capital," "we," "us," or "our" pertain to Anax Capital Financial Markets LLC, while "you," "your," or "Client" refers to you as the counterparty engaging in financial transactions with us.

Anax Capital Financial Markets LLC is a limited liability company incorporated under the laws of the United Arab Emirates, registered under Commercial License No. [1256850], and regulated by the SCA under Registration No. [20200000258]. Our registered office is located at Aspin Towers, Sheikh Zayed Road, 47th Floor, Office 4702, Dubai, United Arab Emirates.

As a regulated entity, Anax Capital Financial Markets LLC conducts its business in compliance with the rules and regulations established by the SCA. No individual, including any Anax Capital representative or third-party introducer, is authorized to provide information or make representations that exceed or contradict the terms of this Agreement.

These Terms and Conditions form a legally binding contract between you and Anax Capital Financial Markets LLC. By initiating trading activities or accepting our services, you agree to abide by these Terms both personally and on behalf of any principal(s) for whom you may be acting as an agent.

Nothing in this Agreement shall override or limit any legal duties or liabilities that Anax Capital Financial Markets LLC owes to the Client under applicable SCA regulations. Furthermore, the Client shall not be required to indemnify or compensate Anax Capital in any manner prohibited by regulatory provisions.

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These Terms supersede any prior general terms of business or similar agreements previously issued by Anax Capital Financial Markets LLC.

## **Client Agreement and Obligations**

### **1. Account Registration, Verification, and Suitability Assessment**

To establish a trading account with Anax Capital Financial Markets LLC, prospective clients must complete the application process, which requires the submission of all necessary documents and information as part of our onboarding procedures. During the course of the trading relationship, additional details may be requested to comply with regulatory requirements, including identity verification, fraud screening, sanctions monitoring, and adherence to anti-money laundering (AML) and counter-terrorism financing (CTF) laws.

Failure to provide the necessary documentation or meet verification criteria may result in the denial of an application. If an account has already been opened and the required compliance checks are not satisfactorily completed, Anax Capital reserves the right to suspend or terminate the account at its sole discretion, in accordance with applicable regulatory guidelines.

As mandated by SCA regulations, we conduct an appropriateness assessment to determine whether the financial products and services offered align with the client's knowledge, experience, and investment objectives. If a product or service is deemed unsuitable, the client will be notified and may proceed at their own risk. Clients are encouraged to seek independent financial advice where necessary. Anax Capital Financial Markets LLC shall not be held responsible for any losses resulting from inaccurate, incomplete, or misleading information provided by the client.

Client Classification:

In accordance with SCA regulations, Anax Capital Financial Markets LLC classifies clients as Retail Clients, Professional Clients, or Market Counterparties based on the nature of their trading experience, financial sophistication, and risk profile. Each category of client receives a different level of regulatory protection. Clients will be informed of their classification and the associated rights and obligations. Clients may request a reclassification where applicable and subject to SCA guidelines.

Clients are required to ensure that all submitted information is truthful, up to date, and not misleading. In the event of changes to personal or financial details, clients must update their records with Anax Capital immediately. Failure to do so may lead to account rejection, suspension, or termination at our discretion, without liability for any resulting losses. Additionally, Anax Capital reserves the right to engage third-party service providers to verify any information supplied during the account registration and maintenance process.

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## **2. Safeguarding Your Account and Authorized Access**

Clients are solely responsible for safeguarding their account credentials, including passwords and security-related details. Under no circumstances should these credentials be shared, disclosed, or provided to unauthorized third parties. Any individual granted access to a client's account assumes full responsibility for all actions undertaken, and the client accepts liability for any resulting consequences.

For corporate or institutional accounts, authorized representatives may be designated to manage the account on behalf of the entity. However, it remains the client's responsibility to ensure that such individuals maintain the security of account access credentials and do not engage in unauthorized activities. Clients must provide Anax Capital Financial Markets LLC with the details of any designated representatives and promptly update this information as needed. Additional documentation or verification may be required to confirm their authority.

Anax Capital Financial Markets LLC assumes that all transactions and account activities originate from the client, their authorized representatives, or an approved third party. However, the company reserves the right to impose restrictions, suspend access, or take necessary security measures if there is reason to believe that unauthorized access or suspicious activity has occurred. Such measures may be implemented without prior notice to ensure the protection of client accounts and compliance with regulatory obligations.

### **2. Account Suspension and Investigation**

If Anax Capital Financial Markets LLC has reasonable grounds to suspect that a client or any associated party has engaged or is engaging in activities that are improper, unlawful, harmful, or indicative of market abuse, the company reserves the right to take immediate action, including suspending the affected account(s) for investigation.

During the investigative period, Anax Capital may impose necessary restrictions at its sole discretion, which may include:

- Freezing or withholding account funds;
- Restricting account access;
- Limiting trading, deposit, or withdrawal functions;
- Applying any additional restrictions deemed necessary to uphold market integrity and fulfill regulatory obligations.

These measures will remain in effect until the investigation is completed and appropriate actions are determined. Any decisions made as a result of the investigation will be in accordance with applicable laws and regulatory requirements.

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### **3. Trading Services and Product Availability**

Anax Capital Financial Markets LLC offers execution-only trading services, allowing clients to independently place and manage their trades through our electronic trading platform. We do not provide advisory or discretionary trading services, and all investment decisions remain solely the responsibility of the client.

In addition to standard trading services, we may introduce new financial products at our discretion. However, we reserve the right to modify, restrict, or limit access to certain financial instruments or services as necessary to comply with internal policies, regulatory requirements, and risk management considerations. These measures are taken to ensure that our clients trade within a structured and compliant environment, aligned with applicable financial market regulations.

### **5. Risk Awareness and Trading Capacity**

Trading derivative products, including rolling spot forex and CFDs, carries inherent risks and may not be suitable for all investors. Our Risk Warning Notice, available on our website, provides a comprehensive overview of these risks. Clients should fully understand the complexities and volatility associated with leveraged trading before engaging in such activities. Our trading services are intended for individuals with adequate experience and knowledge of financial markets. By participating in trading with Anax Capital, clients acknowledge their understanding of these risks and accept full responsibility for assessing the appropriateness of our services for their individual financial circumstances. If uncertain, we strongly recommend seeking independent financial advice before proceeding.

### **6. Client Role and Execution Model**

Clients act exclusively as principals in all transactions executed through Anax Capital Financial Markets LLC. This means that each client enters into trades on their own behalf and assumes full responsibility for the rights and obligations arising from those transactions. In the case of corporate or institutional accounts, clients may appoint authorized representatives to execute transactions on their behalf, provided that such authorization is formally documented and accepted by Anax Capital. The corporate client remains the legal and financial counterparty to all transactions conducted under its account.

### **Order Execution Framework and Principal Trading**

Anax Capital Financial Markets LLC operates under an execution-only brokerage model. The firm may, at its discretion, internalize client orders by executing transactions on a matched principal or proprietary basis, whereby Anax Capital acts as the counterparty to the client's trade. In such cases, the firm assumes the corresponding market risk and may generate revenue based on the performance of client positions relative to market movements. This execution approach is conducted in accordance with applicable laws and regulations, and is subject to

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appropriate governance, disclosure, and conflict of interest management frameworks. Where appropriate, orders may be internalized by Anax Capital in accordance with its execution framework, without altering the firm's non-advisory role.

## **7.No Investment Advice or Personal Recommendations**

All trading activities with Anax Capital are conducted on a non-advisory basis. We do not:

- Provide guidance on the suitability of any specific trade or financial position.
- Offer personalized investment recommendations.
- Deliver legal, regulatory, tax, accounting, or financial planning advice.

By placing an order or entering into a transaction, the client acknowledges that they have independently assessed the risks, financial products, and trading strategies without reliance on Anax Capital for guidance. Any research, analysis, or financial information provided by Anax Capital or its affiliates is for informational purposes only and does not constitute investment advice.

While Anax Capital may offer general market insights, trading ideas, or financial product-related data, clients must understand that such materials are purely informational and should not be interpreted as endorsements or tailored recommendations. Clients acknowledge that:

- Provided information is general and should not be considered a guarantee of performance or accuracy.
- Anax Capital does not warrant the completeness, timeliness, or precision of any shared data.
- They should not base trading decisions solely on Anax Capital's informational resources.
- Restrictions on the distribution of certain market insights may apply, and clients must adhere to such limitations.

Clients are strongly encouraged to seek independent professional advice before engaging in trading activities to ensure alignment with their financial objectives and risk tolerance.

## **8.Restricted Countries and Service Limitations**

Anax Capital Financial Markets LLC does not provide its services, either in full or in part, to individuals or entities domiciled in certain jurisdictions where regulatory restrictions apply. The list of restricted countries is subject to change based on evolving regulatory requirements, risk assessments, and internal policies.

Clients who require the most up-to-date information regarding restricted countries should contact Anax Capital directly. Additionally, if a client or their authorized representative travels

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to a jurisdiction where our services are restricted, access to their account and trading platform may be temporarily disabled during their stay. This restriction applies regardless of the client's primary country of residence.

Anax Capital is not responsible for any financial losses or inconveniences incurred due to temporary account access restrictions resulting from geographic limitations. Clients acknowledge that they bear full responsibility for ensuring compliance with relevant laws and regulations before engaging in trading activities.

### **9. Non-Discretionary and Self-Directed Trading**

Anax Capital Financial Markets LLC provides only execution-based trading services and does not engage in portfolio management or discretionary trading on behalf of clients. All investment decisions remain solely the responsibility of the client, and Anax Capital will not execute any trades or manage positions on a discretionary basis.

Clients acknowledge that they are fully responsible for their trading activities, including assessing market conditions, analyzing financial products, and determining the suitability of trades. Anax Capital does not assume liability for any trading decisions made by the client, nor does it provide advisory services, investment guidance, or risk management support.

### **10. Role and Limitations of Introducing Parties**

If a client has been introduced to Anax Capital Financial Markets LLC by a third party ("Introducing Party"), the client acknowledges that Anax Capital's role is strictly limited to providing execution-only services. Anax Capital is not responsible for any representations, advice, recommendations, or other information provided by the Introducing Party, whether at the time of account opening or during ongoing trading activities.

Anax Capital is under no obligation to verify the legal standing or regulatory status of an Introducing Party unless explicitly required under SCA regulations. Clients are encouraged to exercise due diligence when engaging with an Introducing Party and understand that, unless specifically confirmed in writing:

- The Introducing Party acts as an independent intermediary and is neither an employee, agent, representative, nor affiliate of Anax Capital.
- The Introducing Party is not authorized to make representations regarding Anax Capital, its affiliates, or its services, beyond what is necessary for the introduction process.

Clients remain solely responsible for their trading decisions and should not rely on statements or actions of the Introducing Party as representations of Anax Capital Financial Markets LLC. The company assumes no liability for any losses, misunderstandings, or reliance placed on information provided by the Introducing Party.

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## **11. Pricing Mechanism and Trade Execution**

Clients may open or close a position by placing a buy or sell order at the prices quoted by Anax Capital Financial Markets LLC. However, all quotes provided are indicative and do not constitute an offer to execute a trade at the quoted price. A position will only be established at the quoted price once the order is accepted by Anax Capital. Prices quoted by Anax Capital may reflect internal pricing derived from market data sources and proprietary models when acting as counterparty to a transaction

The method of price quotation depends on the specific product being traded. Further details regarding pricing methodology are available in the relevant Product Schedule and Order Execution Policy.

## **12. Market Volatility and Slippage Risks**

Market conditions may change between the time a quote is provided and when an order is executed. These fluctuations may result in execution at a price different from the quoted rate, which could be advantageous or disadvantageous to the client. Execution will occur at the prevailing market price at the time of processing.

Liquidity and pricing are influenced by market conditions and liquidity providers. Prices quoted by other market makers or third parties are not applicable to transactions between the client and Anax Capital. Quotes remain valid only at the time they are displayed and are subject to change without notice. Consequently, spreads, market spreads, and trading costs may fluctuate significantly depending on prevailing market conditions.

Clients should place orders only if they understand and accept the risks associated with market volatility and slippage. By engaging in trading, clients acknowledge that they bear full responsibility for the impact of price fluctuations on their trades.

## **13. Pricing Errors and Abuse of System Latency**

Errors may occasionally occur in the quotes or pricing of financial products. Subject to SCA Regulations, Anax Capital reserves the right to void, amend, or adjust any order or transaction that is determined, at the company's sole discretion, to contain or be based on an obvious error ("Evident Pricing Error"). When assessing a Evident Pricing Error, relevant factors such as market conditions and underlying price discrepancies may be considered.

If Anax Capital reasonably determines that a client is exploiting platform latency, system features, or pricing inefficiencies, the company reserves the right to void, close, reverse, or amend all trades and may return only deposited funds, net of any earlier withdrawals. This may also result in the closure of the client's account.

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Except in cases of fraud or gross negligence, Anax Capital shall not be liable for any losses resulting from:

- The exercise of its rights related to latency trading.
- The correction or adjustment of a Evident Pricing Error.

Clients are encouraged to familiarize themselves with market risks and execute trades responsibly in accordance with the company's trading policies and guidelines.

#### **14. Order Placement and Modification**

Clients may submit orders and provide dealing or account instructions electronically via the designated trading platform, unless otherwise notified by Anax Capital Financial Markets LLC. Orders are considered accepted only when received and confirmed by the company. Anax Capital holds no liability for losses resulting from delayed or non-receipt of an order.

Clients may modify or cancel an order only if it has not been executed. Once an order has been processed, it cannot be revoked or amended. Clients should carefully review all order details before submission to ensure accuracy and suitability for their trading strategy.

#### **15. Control of an Order**

Anax Capital Financial Markets LLC reserves the right, at its absolute discretion, to impose, modify, or remove limits or parameters governing your ability to place orders or provide instructions. These controls may include, but are not limited to, margin requirements, maximum order amounts or sizes, our total exposure to you, and pricing thresholds that restrict orders submitted significantly away from prevailing market prices. Additional limits may also be applied as required under applicable regulations, internal policies, or these Terms.

#### **16. Order Management and Execution Procedures**

Clients may submit trade orders and account-related instructions through the designated electronic trading platform, unless otherwise communicated by Anax Capital Financial Markets LLC. Orders are considered valid only when received and confirmed by the company.

Clients may request modifications or cancellations of orders, provided they have not yet been executed. Once an order has been processed, it becomes final and cannot be revoked or altered.

Orders, instructions, or communications received through an electronic trading platform from the client, an authorized individual, or any designated third party will be processed without further verification of identity or authority. Clients accept full responsibility for all obligations arising from such instructions and agree to indemnify Anax Capital for any losses incurred due to acting on instructions provided by the client or an authorized party.

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For non-electronic orders, additional verification steps may be conducted in compliance with SCA regulations. If an order is incomplete, unclear, or ambiguous, Anax Capital reserves the right to act or decline to act based on what it reasonably believes to be the client's intent, without liability.

Anax Capital is not obligated to accept any order and reserves the right to decline an order at its sole discretion, without providing a reason, unless required under SCA regulations. If an order is declined, the company will notify the client accordingly.

The company is not liable for losses resulting from:

- Non-acceptance of an order.
- Delays or omissions in notifying the client of order rejection.
- Refusal to act on an order until any incompleteness, ambiguity, or conflict is resolved to the company's satisfaction.

Clients should ensure that all orders are accurate, clear, and in compliance with Anax Capital's trading policies and regulatory standards before submission.

### **17. Position Closure for Compliance and Policy Breaches**

If Anax Capital Financial Markets LLC accepts an order but subsequently determines that it violates or may violate applicable regulations, internal policies, or these terms, the company reserves the right to take corrective action. Such action may include:

- Closing the position at the prevailing market price available on the trading platform.
- Declaring the position void from the outset, as if it had never been executed.

These measures are implemented to maintain compliance with regulatory requirements and uphold the integrity of the trading environment.

### **18. Trading Restrictions and Position Controls**

Anax Capital Financial Markets LLC reserves the right to implement trading limitations, including restrictions on positions, order placements, and trading instructions. These controls may be applied at the company's discretion or as mandated by a Market or Underlying Market to ensure compliance with regulatory requirements and manage overall market exposure. Such restrictions may include margin requirements to sustain open positions, price limitations on orders that significantly deviate from market values, verification procedures to validate order authenticity, constraints on trade sizes, and Net Open Position Limits. If Net Open Position Limits are introduced, clients will be notified in writing as soon as practicable. Non-compliance with these restrictions may result in enforced position closures, voided trades, or limitations on

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initiating new trades.

- Price restrictions on orders, including limits on orders placed significantly away from market prices.
- Order verification procedures to confirm that an order originates from the client.
- Limits on order amount and size, restricting large or excessive trades.
- Net Open Position Limits, capping overall exposure to a Market or Underlying Market.

If Net Open Position Limits are imposed, the client will be notified in writing as soon as reasonably practicable. Failure to comply with these limits may result in:

- A requirement to close positions to reduce exposure.
- Forced closure or voiding of positions by Anax Capital.
- Restrictions on opening new positions.

Anax Capital assumes no responsibility for any losses arising from the enforcement of trading restrictions, including position closures or voided transactions, even in cases where such positions were hedged. Additionally, all relevant regulatory requirements, internal compliance measures, and risk controls will be applied to ensure market stability. Additionally, any limits or parameters required by applicable regulations, internal policies, or these terms will be enforced as necessary.

Clients accept full responsibility for ensuring their trades comply with imposed restrictions, acknowledging that all placed orders will be binding even if they surpass established trading limits or violate control measures.

## **19.Actions Taken in Response to Market or Liquidity Provider Decisions**

In the event that a Market, Liquidity Provider, intermediary, agent, or regulatory authority implements measures that impact an open position, Anax Capital Financial Markets LLC retains the right to take appropriate steps to mitigate potential risks or financial losses for both the client and the company. These measures may involve adjusting trade conditions, closing positions, or modifying transactions to align with prevailing market circumstances or regulatory directives.

Clients acknowledge and accept that any steps taken by Anax Capital in such situations are essential to uphold market stability and comply with regulatory obligations.

## **20.Order Management and Trade Execution Framework**

Anax Capital Financial Markets LLC will endeavor to execute client orders efficiently; however,

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execution is not guaranteed, and orders may not always be completed in accordance with client instructions or at the displayed price. Orders will only be executed when the respective Market or Underlying Market is open for trading. Any orders received outside trading hours will be processed at the earliest available opportunity once the market reopens, in line with market regulations.

To ensure fair execution, Anax Capital adheres to an Order Execution Policy in compliance with SCA Regulations. This policy is available on the company's website and forms an integral part of these terms. By placing an order, the client acknowledges they have reviewed and accepted the Order Execution Policy, including any amendments that may be made over time.

In certain instances, client orders may be aggregated with those of other clients for execution as a combined order. Orders will only be aggregated if Anax Capital determines, in good faith, that this will not disadvantage any client. However, clients understand that order aggregation may sometimes result in execution at a less favorable price. Anax Capital shall not be liable for any adverse pricing outcomes that arise due to order aggregation.

## **21. Account Statements and Transaction Confirmations**

Anax Capital Financial Markets LLC provides clients with regular account statements detailing trading activity, including positions opened or closed during the relevant period. Additional statements may be issued periodically at the company's discretion. These statements will be accessible via the trading platform or any other electronic medium determined by the company.

Clients are responsible for reviewing their statements and must notify Anax Capital if:

- A statement is not received.
- Any errors or discrepancies are identified within the statement or a particular position.

Unless an Evident Pricing Error is found, the details provided in the statement shall be considered final and binding unless the client submits a written objection within one business day of receipt.

If an objection is raised, Anax Capital will conduct an investigation in accordance with its client complaints handling procedure. The company's decision following the investigation will be final and binding on the client.

## **22. Account Balance and Equity**

The balance in a client's account represents the total sum of funds deposited, including any realized profits or losses from closed positions. A profit or loss is considered realized only when a position is closed.

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The equity in a client's account consists of:

1. The account balance (total deposited funds and realized profits/losses).
2. The unrealized (floating) profit or loss from open positions.

Account equity fluctuates based on market movements affecting open positions and provides a real-time representation of the client's available funds and exposure.

### **23. Deposits, Withdrawals, and Margin Requirements**

#### **Deposits and Withdrawals**

Clients may fund and withdraw from their accounts using a range of approved payment methods listed on the Client Portal and company website. Deposits must be made through payment methods under the client's ownership, and third-party deposits will not be accepted. Anax Capital endeavors to process deposit and withdrawal requests promptly on a best-efforts basis. However, delays may occur due to verification procedures, third-party processing times, or technical issues beyond the company's control, for which Anax Capital holds no liability. Deposits and withdrawals are subject to transaction limits, and requests that fall outside the permitted range will not be processed. Clients should be aware that fees may apply, including charges from:

- The client's financial institution.
- Third-party payment service providers.
- Anax Capital's banking or payment partners.
- Anax Capital itself, where reasonable administrative fees may be applied.

Withdrawals follow a return-to-source policy, meaning funds will be sent back to the original payment method used for deposit. If multiple funding sources were used, withdrawals will be processed proportionally.

If verification fails due to incomplete, inaccurate, or suspicious details, Anax Capital reserves the right to reject a deposit or withdrawal. In cases of suspected fraudulent activity, the company may suspend, deny, or investigate the request, potentially resulting in account termination.

Chargebacks or reversals on credit/debit transactions may lead to penalties. Anax Capital reserves the right to withhold withdrawals during investigations, and if fraud is established, it may offset outstanding amounts and terminate the client agreement. Clients can withdraw Free Margin at any time, but if Free Margin is insufficient due to market movements before processing, the request will be rejected. To withdraw full account equity, clients must close all open positions.

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## Margin Requirements

Margin represents the portion of account equity that must be allocated to open and maintain trading positions. Funds designated as margin for an active position cannot be used to initiate additional trades or withdrawn.

Anax Capital may offer:

- **Non-leveraged products**, where the full notional value is required as margin.
- **Leveraged products**, which enable clients to control larger positions relative to their margin requirements.

**Free Margin** refers to the funds available in a client's account that are not committed to existing positions. This includes:

1. Unutilized cash funds in the account.
2. Unrealized (floating) profits from open positions.

Free Margin can be used to initiate new trades or withdrawn, provided it complies with the company's withdrawal policies. However, if market fluctuations reduce the available Free Margin before a withdrawal is processed, the request may be declined.

In cases where a deposit or withdrawal error results in an incorrect crediting of funds, Anax Capital reserves the right to adjust the balance or recover excess amounts without prior notice.

## 24. Margin Trading, Leverage, and Risk Management

Anax Capital Financial Markets LLC may provide clients with the ability to trade on margin, allowing positions to be opened with leverage. This clause does not apply to fully-funded positions where leverage is not utilized.

Leverage is expressed as a ratio (e.g., 5:1 leverage enables a client to control a position with a notional value of USD 500 by utilizing USD 100 of account equity as margin). The leverage limits applicable to each product are determined solely by Anax Capital and may be adjusted at any time at the company's discretion, including where required for compliance with SCA regulations. Where possible, changes to leverage limits will be communicated in advance, and the most current limits will be available on the company's website.

If a transaction is executed under a leverage framework that later becomes non-compliant with SCA regulations, Anax Capital reserves the right to close open positions and may terminate the client's account without prior notice. The client acknowledges that such actions may result in financial gains or losses, for which Anax Capital bears no liability.

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Clients must actively monitor leverage limit changes, which may be influenced by:

- Market conditions or fluctuations in the underlying market.
- Economic announcements from central banks or financial regulators (e.g., US Federal Reserve, European Central Bank, Bank of England).
- Regulatory adjustments or risk reassessments.
- Increased market volatility, including conditions occurring near market close.

Anax Capital reserves the right to increase or decrease margin requirements based on factors such as:

- Market conditions and general financial stability.
- Economic events that may affect active positions.
- Insolvency, suspension, or corporate actions impacting specific securities issuers.
- Changes in trading patterns that alter risk exposure.
- Adjustments to credit risk, margin requirements, or regulatory obligations.
- Extraordinary market events that may pose heightened risks.

For certain electronic trading platforms, dynamic leverage mechanisms may apply, meaning leverage will be automatically adjusted based on factors such as trading volume, account balance, or prevailing risk conditions. Anax Capital will not be held liable for any losses resulting from these automated adjustments.

Trading on margin involves significant risks, including the possibility of losses exceeding the initial deposit. Clients are strongly advised to fully understand these risks and seek independent financial advice when necessary. Additional information regarding the risks associated with margin trading is available in the Risk Warning Notice and on the company's website.

## **25. Margin Call and Account Maintenance**

Clients are required to always maintain sufficient Equity in their account to meet Margin obligations for open positions. If the Margin Level falls below 100% of the required Margin, the account will be subject to a Margin Call. In such cases, clients must take immediate corrective action, which may include: (a) closing one or more open positions; (b) depositing additional funds into their account; or (c) a combination of both.

If the Margin Level continues to deteriorate and falls below the liquidation threshold of 50%, Anax Capital Financial Markets LLC reserves the right to initiate forced liquidation, whereby open positions may be closed partially or in full without further notice and without any obligation on the part of Anax Capital. Positions may be liquidated fully or partially without any

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obligation on us. Anax Capital will not be responsible for any direct or indirect losses incurred during the course of liquidation.

Clients bear full responsibility for monitoring their account and ensuring that sufficient Equity is maintained to meet Margin requirements at all times. While Anax Capital may attempt to notify clients of a Margin Call via telephone, email, or through the trading platform (provided that system-generated communications have not been disabled and there are no system errors or malfunctions), the firm is under no obligation to issue such notifications. Clients acknowledge and agree that reliance on Margin Call notifications is at their own risk, and they must proactively manage their accounts at all times.

Clients further undertake to maintain adequate Margin, reduce exposure when necessary, and ensure the timely transfer of funds to satisfy any Margin deficiencies. Only Free Margin—defined as available funds not allocated to open positions—may be withdrawn. Margin-related information, including real-time requirements and account status, is available through the trading platform and must be regularly reviewed by clients to ensure ongoing compliance.

## **26.Auto-Stop-Out and Risk Management**

The Margin Level is determined by dividing the account's equity by the required margin. If this level reaches or drops below the threshold established by Anax Capital Financial Markets LLC or as mandated by SCA regulations, the automated risk management system will activate an Auto-Stop-Out. This process automatically closes some or all open positions to restore the necessary equity in the account. In the event of a Margin Call, you can restore your Equity above the required Margin by closing one or more open positions, depositing additional funds into your account, or using a combination of both.

Important Considerations About Auto-Stop-Out:

- Clients will not receive advance notice when their margin level nears or falls below the Auto-Stop-Out threshold.
- Anax Capital does not provide discretionary portfolio management—positions will be closed automatically in succession until margin requirements are met.
- If required, all open positions may be liquidated to restore account equity.

For fully hedged positions, margin requirements may still apply based on product specifications. In cases where no margin is needed for a fully hedged position, the account may not be subject to a Margin Call. However, if equity falls below zero, the account may still be Auto-Stopped-Out or liquidated to mitigate further losses.

## **27.Electronic Trading Services and Client Obligations**

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Clients who are granted access to Electronic Trading Services by Anax Capital Financial Markets LLC must use these services solely for personal trading activities. These services cannot be transferred, shared, or sold to third parties without prior written approval from the company. Unauthorized use or distribution may lead to suspension or permanent termination of access. To ensure secure and uninterrupted access, clients are responsible for maintaining their Access Method, including login credentials and authentication details. Clients must take all necessary precautions to prevent unauthorized access and are accountable for any errors, security breaches, or misuse of their credentials. Any unauthorized transactions resulting from negligence or security failures remain the client's liability.

All transactions executed through Electronic Trading Services are considered final and binding. Regardless of whether a trade was placed by the client directly or by an authorized party on their behalf, the client is fully responsible for any financial obligations or potential losses arising from such transactions.

Anax Capital Financial Markets LLC reserves the right to modify, limit, or terminate access to Electronic Trading Services when necessary. In cases where changes or restrictions are planned, the company will provide clients with prior written notice within a reasonable timeframe. However, in certain situations, access may be suspended or revoked immediately and without prior notice. This may occur if a client fails to comply with regulatory requirements, breaches the terms of the client agreement, or engages in fraudulent or market-manipulating activities. Additionally, access may be restricted if security concerns arise that require urgent intervention to protect clients, the company's systems, or market integrity.

Technical issues, including system failures, malfunctions, or disruptions in market operations, may also necessitate the temporary suspension of Electronic Trading Services. Furthermore, external factors such as legal restrictions, changes in licensing requirements, or directives from regulatory authorities may lead to the discontinuation of services. In all cases, the company acts in accordance with applicable laws and industry best practices to ensure a stable and compliant trading environment.

Access to Electronic Trading Services may be automatically terminated if the client agreement ends, if regulations require the service to be withdrawn, or if authorities such as market operators or regulators order its discontinuation. In such cases, clients must follow the company's instructions on returning or removing any trading software, access tools, or documents provided. Adhering to these requirements helps maintain a safe trading environment and ensures compliance with legal and regulatory obligations.

## **28. Use of Third-Party Electronic Trading Platforms and Services**

Anax Capital Financial Markets LLC may offer Electronic Trading Services that are licensed from third-party providers, including trading platforms. Clients agree to comply with any additional restrictions on access or usage, as communicated by Anax Capital or as required by agreements between clients and the third-party licensors.

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Clients acknowledge that the use of Third-Party Electronic Trading Services is entirely at their own risk, and they are solely responsible for evaluating the functionality and suitability of these services before downloading, accessing, or using them for trading. These third-party services are provided without any guarantees, warranties, or assurances regarding their reliability, performance, or suitability for a specific purpose. Anax Capital Financial Markets LLC bears no responsibility for any losses, errors, or disruptions that may result from using these services, and clients should exercise due diligence when relying on external trading platforms.

### **29. Acceptable Use and Security Standards for Electronic Trading Services**

By accessing or using Anax Capital Financial Markets LLC's Electronic Trading Services, clients agree to follow strict security and operational standards. The use of automated trading strategies, artificial intelligence, ultra-high-speed trading, or mass data entry is strictly prohibited unless Anax Capital has provided prior written approval, which may come with specific conditions. Clients must ensure that their Access Method, including login credentials and security tools, is properly maintained, regularly updated, and safeguarded against security threats such as malware or unauthorized access. Compliance with the company's technical specifications is essential for secure platform use.

Clients are required to report any security breaches, system malfunctions, or unauthorized access immediately and must refrain from using the platform until authorization to resume trading is granted. Engaging in unfair, manipulative, or abusive trading practices, including attempts to bypass security features or disrupt the integrity of the trading system, is strictly forbidden. Additionally, clients may not modify, copy, interfere with, reverse engineer, or disassemble any part of the trading platform without explicit written consent from Anax Capital.

If a client becomes aware of unauthorized access or trading activity, they must promptly notify Anax Capital and take necessary steps to prevent further unauthorized use. Failure to comply with these security and operational standards may result in suspension or termination of access to Electronic Trading Services, along with any other necessary actions as deemed appropriate by the company.

### **30. Electronic Trading and Market Access**

Clients utilizing Anax Capital Financial Markets LLC's Electronic Trading Services to access a Market or Underlying Market must adhere to specific conditions to ensure compliance and security. Anax Capital may request information regarding a client's use or intended use of electronic market access to assess regulatory and operational requirements. The company reserves the right to monitor trading activity, enforce necessary conditions, and suspend or revoke electronic access at its sole discretion if deemed necessary for regulatory compliance or risk management.

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Clients are responsible for ensuring that all trading activities conducted through electronic market access comply with applicable regulatory requirements and the operational rules of the relevant Market or Underlying Market. This responsibility is in addition to the terms governing the use of Anax Capital's trading platform. Any failure to meet these obligations may result in the restriction or termination of a client's access to electronic trading services at the company's discretion.

#### Limitation of Liability for Electronic Trading Services:

Anax Capital Financial Markets LLC shall not be held liable for any losses incurred by the client due to transmission errors, technical faults, or malfunctions in trading systems. The company is not responsible for any disruptions caused by unauthorized interventions in network infrastructure, cyberattacks, or malicious third-party actions. Additionally, Anax Capital bears no liability for network overloads, internet service disruptions, or any technical failures beyond its reasonable control, including interruptions caused by internet service providers or deficiencies in external networks.

Clients acknowledge that Electronic Trading Services may not always be available due to technical issues, scheduled maintenance, or external disruptions beyond Anax Capital's influence. The company and any third-party service providers involved do not guarantee uninterrupted access to electronic trading platforms and shall not be liable for any temporary unavailability of services.

Anax Capital is not responsible for any losses arising from the unauthorized use of Electronic Trading Services. Furthermore, the company bears no liability for actions taken by, or on the instructions of, any market, underlying market, clearing house, or regulatory authority. Clients are solely responsible for securing their trading access and ensuring that their systems do not introduce viruses, malware, or any other harmful software into Anax Capital's network. This provision establishes that Anax Capital is not accountable for losses resulting from system failures, cybersecurity risks, or regulatory interventions, while also emphasizing the client's responsibility to maintain secure and compliant access to electronic trading services.

### **31. Intellectual Property Rights in Electronic Trading Services**

Clients acknowledge that Anax Capital Financial Markets LLC, along with its licensors and third-party providers, owns all rights related to its Electronic Trading Services. These rights are legally protected under copyright, trademark, and intellectual property laws. All intellectual property, including software, databases, and system components, remains the property of Anax Capital and its partners. Clients do not gain any ownership or rights beyond what is explicitly granted for using the platform. Any IP addresses assigned for trading services must be used only for their intended purpose and will no longer be available if access to the platform is terminated. Clients must not copy, alter, or misuse any part of Anax Capital's trading services or its intellectual property. If a violation occurs, clients must report it immediately and comply with measures to protect these rights. Failure to follow these rules may result in loss of access to

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the trading platform and potential legal consequences.

### **32. Client Fund Management and Protection**

Anax Capital Financial Markets LLC safeguards client funds in accordance with SCA regulations and financial laws. Unless stated otherwise, all funds received or held on behalf of clients are treated as client money and managed accordingly. While the company takes necessary precautions to protect these funds, it is not liable for any financial difficulties, errors, or failures of banks, financial institutions, or third parties holding the money. Client funds may be placed in a pooled account with other clients' funds, meaning clients do not have a direct claim to a specific amount.

Funds may be held in designated bank accounts with approved financial institutions or transferred to third parties—such as brokers, markets, settlement agents, or clearing houses—to process transactions or meet collateral requirements. Anax Capital may earn interest or financial benefits from these deposits, but unless agreed in writing, clients are not entitled to receive any such earnings. Additionally, funds held with a depository may be subject to liens, security interests, or rights of set-off as permitted by SCA regulations.

### **33. Data Protection and Privacy Policy**

Anax Capital Financial Markets LLC adheres to all applicable regulations governing the processing of personal data. Clients are also expected to comply with relevant data protection laws, where applicable. Any personal information provided to Anax Capital will be used exclusively for the purpose of fulfilling these Terms and delivering the services requested by the client. Clients explicitly authorize Anax Capital to collect, process, share, and transfer personal data to third parties or affiliates as required, without the need for prior notification. They understand that data protection standards in other jurisdictions may offer different levels of protection compared to those under applicable regulations. For comprehensive information on how personal data is handled and the rights available to clients, they are encouraged to review Anax Capital's Privacy Policy, which is accessible on the company's official website.

### **34. Use of Client Funds for Payments and Unclaimed Balances**

If a client owes money to Anax Capital Financial Markets LLC, the company may use client funds to settle these outstanding payments. These amounts become immediately due without prior notice if they arise from the client's actions or are incurred on their behalf. Additionally, if a client's account remains dormant with no activity, and the company is unable to establish contact despite reasonable efforts, Anax Capital will handle the unclaimed funds in accordance with SCA and UAE Central Bank directives.

#### **Transferring Client Funds During Business Changes**

Clients acknowledge that Anax Capital may transfer client money balances to another company

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in the event of a business transfer, merger, or restructuring. However, any such transfer must ensure that funds remain fully protected and managed under SCA regulations. The recipient entity must adhere to SCA guidelines, including maintaining proper record-keeping, segregation of client funds, and ensuring compliance with all applicable financial safeguards.

### **35. Charges and Fees for Services**

The charges and fees associated with the services provided by Anax Capital Financial Markets LLC are clearly communicated to clients through appropriate channels, as determined solely by the company. These channels may include, but are not limited to, the company's official website, client agreements, fee schedules, email communications, or other documentation provided to clients. It is the responsibility of each client to thoroughly review, understand, and acknowledge all applicable fees, charges, and terms before engaging with or utilizing any of the company's services. Anax Capital Financial Markets LLC reserves the right to modify or update its fee structure at its discretion, and clients are encouraged to stay informed of any changes through the designated communication channels. By proceeding with the services, clients implicitly agree to the disclosed fees and accept full responsibility for any associated costs.

### **36. Payments, Deposits, Withdrawals, and Account Balances**

All payments owed to Anax Capital Financial Markets LLC are due immediately upon request, unless a separate agreement specifies otherwise. Clients are required to make payments in full, without any deductions or withholdings, and funds must be received in cleared form into the client's account or another bank account designated by Anax Capital.

For deposits and withdrawals, clients may use the approved payment methods listed on the company's Client Portal or official website. Deposits must originate from a payment method owned and controlled by the client, as third-party deposits are not permitted. If a client has an outstanding payment obligation, Anax Capital reserves the right to deduct the owed amount from any deposit or withdrawal request. Processing times for these transactions may vary depending on factors such as verification procedures, third-party payment provider timelines, and technical considerations. Anax Capital is not responsible for any delays that may occur during this process. Additionally, deposits and withdrawals may be handled by the company's affiliates and are subject to minimum and maximum transaction limits. Requests that fall outside these limits will not be processed.

Fees and charges may apply to deposits and withdrawals. These fees can be imposed by the client's bank or third-party payment processors, or Anax Capital itself, which may levy administrative fees for processing transactions. Such fees may be deducted directly from the deposit or withdrawal amount or charged separately to the client's account.

The company adheres to a return-to-source policy for withdrawals, meaning funds are typically returned to the original payment method used for the deposit. If multiple payment sources were used for deposits, withdrawals will be processed back to the original sources in the same

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currency, unless regulatory requirements or company policies dictate otherwise.

Verification and compliance checks are a critical part of the deposit and withdrawal process. If a request cannot be verified due to unconfirmed payment details, suspicious or incomplete information, or regulatory concerns such as fraud, money laundering, sanctions, or tax offenses, Anax Capital reserves the right to reject the request, return funds to their source, and take any necessary actions in accordance with applicable laws and internal policies. The company is not liable for any losses resulting from a rejected deposit.

In cases where a client initiates a chargeback or cancellation on a credit or debit card deposit, the client will be responsible for any associated chargeback fees imposed by their payment provider. If a chargeback request is deemed potentially dishonest, Anax Capital may take several actions, including withholding withdrawal requests pending investigation, offsetting any owed amounts against client funds, terminating the client agreement, or pursuing further actions as required by law.

Anax Capital also conducts thorough investigations in instances of actual or suspected fraud, errors, or irregular activity. During such investigations, the company may hold deposit or withdrawal requests, reject them outright, offset outstanding amounts, terminate agreements if necessary, or take other appropriate measures to ensure compliance with regulations and company policies.

Clients are responsible for ensuring the accuracy and legitimacy of all payment requests to avoid delays, additional fees, or potential restrictions on their accounts. By adhering to these guidelines, clients can help facilitate smooth and efficient transactions with Anax Capital Financial Markets LLC.

### **37. Late Payment Charges, Currency Conversion, and Calculations**

#### **Late Payment Charges**

Clients may be required to pay a late payment fee on any overdue amounts that remain unpaid after the specified due date. This fee reflects administrative, operational, or funding-related costs incurred by Anax Capital Financial Markets LLC in managing overdue balances. Such charges will accrue on a daily basis from the due date until the full payment is received in cleared funds. The applicable fee structure is determined by Anax Capital and may be reviewed and updated periodically. Clients are obligated to pay any such fees upon request.

#### **Currency Conversion and Exchange Rate Risks**

Anax Capital may perform currency conversions as necessary to fulfill its obligations or exercise its rights under these Terms or any transaction. Such conversions may occur without prior notice to the client. The exchange rates used for these conversions will be determined by Anax Capital, taking into account prevailing market conditions.

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Clients acknowledge that certain account activities, such as deposits, withdrawals, internal transfers, or trades conducted in a currency other than the account's base currency, may result in additional costs and fees related to currency conversion. Profits and losses from trades will be automatically converted into the client's account base currency at the time of trade execution. Exchange rates are subject to fluctuations, and the rate applied at the time of conversion may differ from any indicative rate previously provided. Clients accept full responsibility for any foreign exchange risks arising from contracts, compliance with obligations, or the exercise of rights under these Terms. Anax Capital reserves the right to adjust fees and costs associated with currency conversions at its sole discretion.

### **Calculations and Pricing Determinations**

Unless otherwise specified, Anax Capital will determine the appropriate calculation methods for all applicable transactions, fees, and other financial obligations. All calculations will be conducted in good faith and in accordance with these Terms. Clients are encouraged to review and understand these calculations, as they form the basis for all financial interactions with the company.

### **38.Regulatory Reporting, Client Responsibilities and Record keeping**

#### **Disclosure of Client Information for Regulatory Compliance**

Clients agree that Anax Capital Financial Markets LLC may disclose information related to their identity, transactions, positions, and account details to the Securities and Commodities Authority (SCA), other regulatory bodies, or relevant markets, as required or permitted under applicable regulations. Such disclosures may be made to ensure compliance with legal obligations or to adhere to regulatory requirements. In some cases, regulations may mandate the public disclosure of transaction details. Any data disclosed for regulatory reporting purposes remains the sole and exclusive property of Anax Capital.

#### **Client's Obligation to Provide Information**

Clients are required to provide any information requested by Anax Capital to enable the company to fulfill its regulatory reporting obligations. Anax Capital may share this information with third parties if necessary to comply with regulatory requirements or as deemed appropriate under these Terms.

#### **Client Responsibility for Personal Regulatory Reporting**

Anax Capital is not responsible for making regulatory reports on behalf of clients unless explicitly agreed to in writing. Clients retain full responsibility for meeting any personal reporting obligations under applicable regulations. If Anax Capital agrees to conduct regulatory reporting on a client's behalf, the company may impose specific conditions and charge

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additional fees for such services.

Clients must ensure they comply with all self-reporting requirements and are encouraged to seek independent advice if needed to fulfill their obligations. By engaging with Anax Capital, clients acknowledge and accept their responsibilities in this regard.

### **Shared Liability and Continuing Obligations**

If a client account is held by a partnership or multiple persons, all account holders will be jointly and severally liable under these Terms. This means that each individual is fully responsible for fulfilling the obligations under the agreement, regardless of the actions of others. In the event of death, bankruptcy, winding-up, or dissolution of one or more account holders, the rights and obligations of the remaining individuals will continue in full force and effect, without prejudice to Anax Capital Financial Markets LLC's rights against the affected party or their successors.

### **Recording and Monitoring of Communications**

Anax Capital Financial Markets LLC may monitor and record all communications with clients under these Terms, using technical and physical monitoring devices whenever necessary to:

- Ensure regulatory compliance with Applicable Regulations.
- Maintain accurate records of trading activities, positions, and instructions.

Telephone calls and electronic communications may be recorded without prior warning or notification, ensuring that:

- All material terms of a position and related information are accurately documented.
- Recorded communications serve as conclusive evidence of orders or instructions given by the client.

These records remain the sole property of Anax Capital and may be used as evidence in court proceedings or other disputes when required.

### **Client Record-Keeping Obligations**

Clients agree to maintain adequate records in compliance with Applicable Regulations. These records must:

- Accurately document the nature of each order placed.
- Clearly indicate the time at which each order was submitted.

This obligation ensures that clients can demonstrate compliance with regulatory requirements and provide necessary documentation if required by Anax Capital Financial Markets LLC or regulatory authorities.

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## **Client Cooperation in Legal and Regulatory Proceedings**

Clients agree to fully cooperate with Anax Capital Financial Markets LLC in the defense or prosecution of any legal or regulatory proceedings. This includes:

- Providing necessary information and documentation upon request.
- Assisting in investigations, inquiries, or compliance-related matters.
- Complying with reasonable requests to support regulatory compliance or dispute resolution.

This ensures efficient legal and regulatory processes, while maintaining compliance with Applicable Regulations

## **39.Conflicts of Interest Policy**

### **Potential Conflicts of Interest**

Conflicts of interest may arise between Anax Capital Financial Markets LLC and its clients due to the company's relationships with its affiliates, employees, representatives, or third-party agents. Additionally, conflicts may occur between clients themselves, particularly in situations where trading activity or order execution creates competing interests.

### **Examples of Conflicts of Interest**

Conflicts of interest can arise in various scenarios, including but not limited to engaging with intermediate brokers or agents who may have affiliations with Anax Capital. Another example is the internal matching of client transactions, such as executing cross trades where one client's order is matched with another client's order. The company may also act as both buyer and seller in a transaction by facilitating trades between clients. Furthermore, collaborations with marketing agents or introducing brokers who promote investment services in exchange for commissions, rebates, or other incentives can create potential conflicts.

### **Managing and Mitigating Conflicts**

Anax Capital is committed to identifying, preventing, and managing conflicts of interest that may arise in the provision of its investment services. The company has implemented a Conflicts of Interest Policy, which is available on its website. This policy outlines potential conflict situations and details the procedures and safeguards in place to prevent or mitigate such conflicts. These measures are designed to ensure that the company's operations are conducted fairly and transparently, with the best interests of clients in mind.

### **Client Acknowledgment**

By accepting these Terms, clients acknowledge and consent to the Conflicts of Interest Policy,

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which forms an integral part of the agreement between the client and Anax Capital. Clients are encouraged to review the policy to understand how conflicts of interest are managed and the steps taken to protect their interests.

#### **40. Client Representations, Warranties, and Obligations**

By entering into these Terms and utilizing the services of Anax Capital Financial Markets LLC, clients represent, warrant, and agree to the following:

##### **General Representations and Responsibilities**

Clients must maintain all necessary approvals, licenses, and authorizations required under applicable regulations to trade and conduct business. They are obligated to provide accurate, complete, and non-misleading financial and personal information and must promptly notify Anax Capital of any changes to such information. Clients are expected to act in good faith when using the company's services and must immediately inform Anax Capital of any Event of Default or Potential Event of Default related to their account. Additionally, clients are required to cooperate with Anax Capital in complying with applicable regulations, including any necessary regulatory disclosures. Clients must ensure compliance with all relevant tax laws, exchange control regulations, and market rules applicable to their activities. They are also responsible for providing any additional documents or information requested by Anax Capital to verify compliance with these Terms.

##### **Legal Capacity and Authority**

At the time of signing these Terms, placing an order, or opening or closing a position, clients represent and warrant that they have the legal capacity to enter into these Terms and are not restricted by any law or regulation. If the client is an entity, they confirm that they are duly incorporated and validly existing under the laws of their jurisdiction. Clients also affirm that they have the necessary authority to enter into, execute, and perform obligations under these Terms. They further acknowledge that their obligations under these Terms are binding and enforceable and do not conflict with any laws, contractual obligations, or other agreements affecting them. Clients confirm that they enter into these Terms for valid commercial purposes and not for any prohibited activities.

##### **Financial Suitability and Risk Acknowledgment**

Clients confirm that they have conducted independent research or sought professional advice regarding the risks associated with trading. They affirm that they possess sufficient financial knowledge and experience to make informed trading decisions. Clients understand and accept the risks associated with trading and acknowledge that they are financially capable of sustaining a total loss of funds. They act as the principal and sole beneficial owner in all transactions unless explicitly agreed otherwise. Clients do not rely on Anax Capital as a fiduciary or financial advisor and confirm that any funds transferred to Anax Capital are legally owned by them or authorized

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for use in trading.

## **Regulatory Compliance and Trading Conduct**

Clients agree to comply with insider trading laws, market manipulation rules, and disclosure regulations. They must conduct their trading activities in accordance with applicable regulations and expected market standards. Clients are required to only transfer funds from or withdraw to their designated bank account, unless otherwise agreed with Anax Capital. They must use Anax Capital's bid and offer prices solely for their own trading purposes and are prohibited from redistributing them. Clients must refrain from using automated software, trading strategies, algorithms, or arbitrage practices to manipulate or exploit market conditions unfairly.

Failure to comply with these representations, warranties, and obligations may result in account suspension, termination, or legal action by Anax Capital. Clients are encouraged to review and understand these requirements to ensure a transparent and compliant relationship with the company.

## **41. Events of Default, Termination, and Client Obligations**

### **Definition of an Event of Default**

An Event of Default occurs when a client materially breaches their obligations under these Terms. Anax Capital Financial Markets LLC reserves the right to take immediate action if any of the following circumstances arise:

### **Financial Insolvency and Legal Proceedings**

An Event of Default may occur if the client becomes bankrupt, insolvent, or subject to winding-up proceedings, or if an administrator or receiver is appointed over their assets. This also includes entering into creditor arrangements, compositions, or similar procedures, as well as corporate actions taken for restructuring or liquidation.

### **Failure to Meet Financial and Contractual Obligations**

An Event of Default may be triggered if the client is unable to pay debts as they fall due, whether owed to Anax Capital, its affiliates, or third parties. This also includes failure to perform or comply with obligations under these Terms, non-payment of margin or other due amounts, or exceeding trading limits such as credit limits or margin deficiencies.

### **Misrepresentation, Non-Compliance, and Fraudulent Activity**

Providing false, misleading, or incomplete information regarding financial status, identity, or compliance requirements constitutes an Event of Default. This also includes failure to complete

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Know Your Customer (KYC) or due diligence checks, such as providing proof of source of wealth or funds. Additionally, the use of abusive, illegal, or manipulative trading strategies, such as exploiting misquotations, arbitrage, market manipulation, insider trading, or unfair trading practices, will be considered an Event of Default.

### **Regulatory, Tax, or Legal Changes**

Changes in tax laws or regulations that require additional withholding or deductions on payments under these Terms may trigger an Event of Default. Similarly, a legal or regulatory event that makes it unlawful for either party to comply with these Terms, or the client being subject to a regulatory investigation, sanction, or fine that impacts their ability to fulfill obligations, will also constitute an Event of Default.

### **Market and Trading Disruptions**

An Event of Default may occur if there is a suspension, closure, or material impairment of the underlying market or liquidity pools, or if a traded product is delisted or terminated without immediate re-listing. Additionally, the failure of Anax Capital to execute trades due to external market conditions may be considered an Event of Default.

### **Breach of Other Agreements**

An Event of Default under any other agreement between the client and Anax Capital or its affiliates, or other events designated as Events of Default in the relevant Product Schedule, will also trigger this provision.

### **Client Obligation to Notify Anax Capital**

Clients must immediately notify Anax Capital upon becoming aware of any Event of Default that applies to them. Failure to comply with these provisions may result in account suspension, forced position closure, termination of trading access, or legal action by Anax Capital to recover any outstanding amounts.

### **Rights and Actions in the Event of Default**

If an Event of Default occurs concerning a client or their account, Anax Capital Financial Markets LLC reserves the right to take any of the following actions at its absolute discretion and without prior notice:

### **Remedial Actions**

Anax Capital may close, partially close, void, or reverse any or all of the client's open positions at prevailing market prices or at levels deemed fair and reasonable. The company may also cancel pending orders to reduce the client's exposure and margin obligations, refuse to accept

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new orders to prevent further trading activity, or convert account balances into another currency if necessary.

Anax Capital may exercise set-off rights, retaining or liquidating funds, investments, or other assets held on behalf of the client to cover any outstanding obligations. The company may close all or any accounts held by the client and remit any remaining balances, subject to the rights of set-off. Additionally, Anax Capital may take necessary regulatory actions, including withholding initial deposits and any realized profits to ensure compliance with applicable regulations.

The company may also take any necessary actions to mitigate potential risks, losses, or liabilities associated with the client's positions and transactions. If deemed appropriate, Anax Capital may terminate the agreement immediately.

By understanding these provisions, clients can better appreciate the importance of adhering to their obligations and the potential consequences of an Event of Default.

### **Discretion to Allow Trading with Restrictions and Suspension of Payments**

Anax Capital reserves the right, at its sole discretion, to refrain from taking the aforementioned actions and may instead allow the client to continue trading. This continuation may be subject to additional restrictions or limitations, or the company may permit some or all open positions to remain active. However, clients should be aware that this decision could result in further losses.

In the event of an ongoing Event of Default or Potential Event of Default, Anax Capital is not obligated to make any scheduled payments or deliveries related to any position. Additionally, the company may refuse to process withdrawal requests for all or a portion of the client's account equity. These measures are implemented to safeguard Anax Capital from financial risks, ensure compliance with regulatory requirements, and uphold market integrity.

### **Preservation of Rights and No Waiver**

Anax Capital Financial Markets LLC retains all its rights and remedies, and no failure or delay in exercising these rights or remedies will be construed as a waiver. Any lapse in enforcing a right or remedy does not diminish the company's ability to enforce it in the future. Furthermore, any action or inaction taken by Anax Capital following an Event of Default, whether or not the company was aware of the default at the time, does not preclude it from exercising similar or additional rights later. Anax Capital maintains the full authority to take or refrain from taking action at any time, even after an Event of Default has occurred. This ensures that the company's legal and contractual rights remain fully enforceable and intact, regardless of any prior actions or decisions.

## **42. Termination of Agreement and Consequences**

### **Termination by Either Party**

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Either Anax Capital Financial Markets LLC or the client may terminate these Terms and the relationship between them without cause by providing five (5) business days' prior written notice, unless otherwise required by applicable regulations. During the notice period, Anax Capital may restrict the client's ability to place new orders or open new positions to facilitate an orderly termination process.

### **Client's Obligations Before Termination**

Clients are required to close all open positions before the termination date. Anax Capital is not liable for any losses the client may incur as a result of actions taken due to the termination. This ensures that clients take full responsibility for managing their trading activities and financial obligations prior to the termination of the agreement.

### **Automatic Position Closure and Payment Obligations**

If the client fails to close open positions before the termination date, Anax Capital will close all remaining positions without prior notice. The company is not responsible for any losses resulting from such actions. Additionally, all outstanding amounts owed by the client become immediately due and payable. These amounts may include unpaid fees, charges, interest, commissions, dealing expenses related to the termination process, losses or costs incurred from closing positions or settling obligations, and any other outstanding payments owed by the client.

### **Discontinuation of Services**

Once the termination takes effect, Anax Capital will cease providing access to its services and trading platforms. However, the client's remaining rights and obligations under these Terms will continue to apply until all financial and contractual obligations are fully settled.

This termination clause establishes clear responsibilities for both parties, ensuring that Anax Capital is protected from potential liabilities while allowing clients to manage their trading positions and financial obligations before the agreement is formally concluded.

### **Procedure in the Event of Client's Death**

If Anax Capital Financial Markets LLC is notified of a client's death, confirmed by an official death certificate issued by the client's country of residence, the following steps will be taken:

1. Closure of Open Positions
  - All open positions in the deceased client's account will be manually closed.
  - Any associated costs from closing these positions will be deducted from the account balance.

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## 2. Transfer of Equity

- The remaining net equity will be transferred in accordance with payment terms and conditions outlined by regulator.
- If the transfer cannot be completed due to legal or procedural restrictions, the funds will be retained until a formal decision is issued by the relevant authority in the client's jurisdiction.

## 3. Legal and Regulatory Compliance

- Anax Capital will comply with the instructions provided by the relevant authority regarding the disposition of the client's funds.
- No transfer will be made without formal legal documentation specifying the recipient.

This policy ensures that client funds are handled securely and lawfully while providing a clear process for account settlement in the event of death.

## **43. Liability, Exemptions, and Indemnification**

Anax Capital Financial Markets LLC, including its affiliates, directors, officers, employees, agents, and representatives, shall not be liable for any client losses under these Terms unless such losses arise solely and directly from gross negligence or fraudulent actions by Anax Capital. The company expressly disclaims responsibility for any indirect, special, or consequential damages, including but not limited to loss of profits, goodwill, or business opportunities, regardless of whether such losses were foreseeable or previously disclosed.

Additionally, Anax Capital is not responsible for any losses stemming from tax, accounting, or regulatory consequences related to a client's trading activity, nor for market fluctuations before a transaction is executed. The company also bears no liability for any inaccuracies, errors, or omissions in third-party information that a client may rely upon for decision-making. Furthermore, Anax Capital shall not be held accountable for losses resulting from circumstances beyond its reasonable control. These may include, but are not limited to, system disruptions, technological failures, communication breakdowns, website unavailability, labor disputes, acts of terrorism, natural disasters, act of God, regulatory actions, or failures of intermediaries such as brokers, custodians, or clearing houses.

These liability limitations and exclusions apply alongside any other disclaimers set forth in these Terms. However, nothing in this section shall exclude or limit Anax Capital's liability in cases of death or personal injury caused by its negligence. Additionally, the company remains fully committed to meeting all regulatory obligations under Applicable Regulations, ensuring that no provision within these Terms unlawfully restricts or waives any duty or liability that must be upheld.

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By outlining these provisions, Anax Capital aims to clarify its scope of liability while maintaining compliance with regulatory standards and ensuring appropriate client protections. Clients are encouraged to carefully review these limitations and assess the risks associated with trading before engaging in financial transactions.

#### **45 Indemnity and Client Obligations**

Clients agree to fully indemnify and compensate Anax Capital Financial Markets LLC for any losses, liabilities, damages, costs, claims, and expenses it may incur. This includes, but is not limited to, legal fees and administrative costs arising from legal proceedings, investigations, or debt collection, as well as any fines, penalties, taxes, fees, or levies imposed on Anax Capital. Indemnification applies in situations where the company incurs costs due to the client's actions or omissions. This includes any losses, liabilities, or costs related to the client's account, open positions, or transactions conducted on a market, underlying market, or through an intermediary broker. Clients are also liable for indemnification if they provide false or misleading information or misrepresent facts to Anax Capital, markets, exchanges, or any relevant third party. Additionally, any breach of these Terms by the client may trigger indemnification, as will any costs incurred by Anax Capital in enforcing its rights under this agreement.

This indemnity provision is supplementary to, and does not limit or exclude, any other indemnities set forth in these Terms. Clients remain fully responsible for any financial, legal, or regulatory consequences arising from their actions or omissions. This clause ensures that Anax Capital is protected against financial losses resulting from client breaches, misrepresentations, or legal liabilities related to trading activities.

#### **46. Adjustments to Orders and Positions Due to Corporate Actions**

If a product or its underlying security or instrument is impacted by a corporate event, Anax Capital Financial Markets LLC may take necessary actions or adjustments to reflect the economic impact of the event. These actions may include modifying the size, value, or number of open positions and orders, closing or opening positions, or cancelling pending orders. Any adjustments made will be intended to maintain the equivalent rights and obligations of both parties and replicate the effect of the corporate event as it would apply to holders of the underlying asset.

Clients should be aware that any adjustments or actions taken by Anax Capital may result in tax liabilities. While the company may deduct applicable taxes when implementing these adjustments, the ultimate responsibility for settling outstanding tax obligations remains with the client. Additionally, Anax Capital reserves the right to claim or reclaim tax credits on dividends or other income generated from products.

All adjustments made under this provision shall be considered final and binding on the client. Anax Capital will determine the effective date of such adjustments, which may be applied

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retrospectively if deemed necessary. This clause ensures that trading positions remain fair and reflective of market changes while holding clients accountable for their tax compliance responsibilities.

#### **47. Language**

These Terms are provided to you in English. Should any document be translated into another language, the translation is intended solely for informational purposes. In cases of any discrepancy or inconsistency, the English version will prevail and will be regarded as the definitive and binding version. Upon request, a version of these Terms may be provided in Arabic.

#### **48. Communication and Notification Procedures**

All notices under these Terms must be provided in writing and may be delivered electronically, including through email or platform notifications. Notices sent via email will be deemed delivered one hour after transmission during business hours. If sent outside business hours, they will be considered delivered at the start of the next business day, provided no delivery failure notification is received.

Anax Capital Financial Markets LLC will send all official notices, instructions, and communications to the client's registered email address. Clients are required to promptly notify Anax Capital in writing of any changes to their registered email address to ensure uninterrupted communication.

Unless a written objection is submitted upon receipt, all communications—excluding account statements, margin calls, trade confirmations, or amendments to these Terms—will be considered final and binding. This ensures clarity and efficiency in all interactions between the client and Anax Capital.

#### **49. Enforcement of Rights and Legal Recourse**

The rights and legal recourse outlined in these Terms are cumulative and supplement those provided under Applicable Regulations. Anax Capital Financial Markets LLC is under no obligation to exercise any specific right or course of action, and any delay or failure to do so does not constitute a waiver of its ability to enforce them in the future. Exercising a right or legal action, whether partially or fully, does not restrict Anax Capital from taking further steps or enforcing additional rights as necessary. This ensures the company retains its full authority to act when required, regardless of past decisions.

#### **50. Force Majeure and Exceptional Events**

##### **Actions Taken During a Force Majeure Event**

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If Anax Capital Financial Markets LLC determines that an exceptional event has occurred or is ongoing, it reserves the right to take immediate action without prior notice and without liability for any resulting losses. Such actions may include modifying margin requirements, potentially requiring clients to deposit additional funds; restricting order placement or execution, thereby limiting trading capabilities; closing open positions at a price deemed appropriate by Anax Capital; adjusting trading hours for affected products; or canceling or voiding orders and open positions impacted by the event. These measures are implemented to mitigate risk, ensure compliance with market conditions, and safeguard financial stability during periods of extreme uncertainty.

### **Definition of Exceptional Events (Force Majeure)**

An exceptional event, commonly referred to as Force Majeure, includes a range of disruptions that significantly impact market stability and trading operations. These events may include civil and political disruptions such as war, riots, terrorism, civil unrest, strikes, or industrial action; natural disasters and public health crises, including floods, earthquakes, hurricanes, pandemics, or national health emergencies; and government or regulatory actions that interfere with orderly market conditions, such as the suspension, closure, or nationalization of an exchange, or restrictions on financial instruments. Market and economic disruptions, including extreme price fluctuations, supply or demand shocks, and the failure of an instrument used for pricing, may also constitute a Force Majeure event. Additionally, technical and operational failures, such as system outages, power failures, cyberattacks, or disruptions caused by intermediaries like brokers, custodians, clearing houses, or liquidity providers, fall within this scope. By defining these events and outlining the company's response measures, Anax Capital ensures its ability to take decisive action to maintain market order and protect both clients and the broader financial system during unforeseen global, economic, or technological disruptions.

### **51. Updates to Terms and Client Responsibilities**

Anax Capital Financial Markets LLC reserves the right to modify these Terms at its sole discretion by publishing the revised version on its website. In the case of material amendments, the company will provide written notice before the changes take effect. Unless specified otherwise in the notice, such amendments will become effective immediately after the notice period. Clients who disagree with any amendments have the right to object by requesting the immediate closure of their account. However, continued use of Anax Capital's services after the effective date of the amendment will be considered acceptance of the updated Terms. Clients should be aware that amendments may affect existing orders, open positions, or previously established legal rights and obligations.

### **52. Transfer and Delegation of Rights**

These Terms are binding on both parties, including their respective successors and assignees. Clients are not permitted to assign, transfer, or charge their rights or obligations under these Terms without prior written consent from Anax Capital Financial Markets LLC, and any

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unauthorized transfer or trust declaration over client rights will be considered void. Anax Capital, however, reserves the right to delegate its obligations to a third party, provided such delegation complies with Applicable Regulations, without altering its responsibilities under these Terms. Additionally, Anax Capital may assign its rights or benefits under the agreement without requiring client consent.

### **53. Confidentiality and Permitted Disclosures**

Anax Capital Financial Markets LLC maintains strict confidentiality regarding client information, including account details and trading activities, even after the business relationship has ended. However, clients grant Anax Capital the authority to share such information when necessary with affiliates, service providers, or designated agents, including credit reference agencies and fraud prevention organizations. Disclosure may also be made to regulatory bodies, government authorities, or any entity as required under applicable laws and regulations. Additionally, Anax Capital may disclose client information to entities involved in the transfer of its rights or obligations under these Terms, parties where disclosure is deemed necessary in the public interest, or to protect the company's legitimate interests. Information may also be shared with third parties upon the client's explicit request or with their consent. This provision ensures that client confidentiality is upheld while allowing essential disclosures in accordance with legal, regulatory, and operational requirements.

### **54. Settlement of Liabilities and Debt Recovery**

Clients are required to promptly settle any outstanding balances owed to Anax Capital Financial Markets LLC, including negative account balances, trading losses incurred by the company, or any other amounts due under these Terms. This obligation remains in effect regardless of whether a formal demand for payment has been issued. Anax Capital reserves the right to take necessary measures to recover such outstanding amounts in compliance with applicable regulations.

To facilitate the recovery of debts, Anax Capital may deduct any amounts owed directly from the client's account, including funds, assets, or financial instruments held under its custody. Additionally, the company may close open positions, whether profitable or not, and liquidate the client's holdings to recover outstanding liabilities. If a client maintains multiple accounts with Anax Capital, the company has the authority to offset obligations across accounts by using funds or selling assets in one account to cover debts in another. This cross-account reconciliation ensures that outstanding liabilities are settled without requiring additional deposits from the client.

Furthermore, if Anax Capital reasonably suspects that a client has engaged in improper or unfair trading practices—such as collusion with other parties or market manipulation—the company may implement additional measures to protect financial stability. This may include using available funds, proceeds from asset sales, or other recoverable resources from a different account associated with the client to settle outstanding liabilities.

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These provisions ensure that Anax Capital can effectively recover debts, mitigate financial risks, and maintain a stable trading environment. By retaining the ability to take appropriate recovery actions, the company complies with regulatory standards while safeguarding its financial position and operational integrity. Clients are encouraged to manage their accounts responsibly and remain fully aware of their financial obligations under these Terms.

### **Comprehensive Agreement and Supersession of Prior Understandings**

This Agreement represents the complete and exclusive understanding between Anax Capital Financial Markets LLC and the client regarding the subject matter covered. Both parties expressly acknowledge that they have not relied on any external representations, assurances, promises, or agreements—whether oral or written—that are not explicitly incorporated into this Agreement. By entering into this Agreement, the client confirms that no verbal discussions, informal understandings, or prior communications outside the written terms have influenced their decision to engage with Anax Capital. This provision ensures that all commitments and obligations between the parties are clearly documented, minimizing the risk of misinterpretation or disputes arising from external or informal statements.

Furthermore, this clause establishes that any previous discussions, negotiations, agreements, or understandings, whether formal or informal, are fully superseded by the terms outlined in this Agreement. It prevents either party from later asserting rights or obligations based on prior communications that were not formally included. By enforcing this principle, Anax Capital ensures legal certainty, contractual finality, and a clear framework governing the relationship between the company and its clients. This helps maintain transparency and prevents reliance on informal or undocumented statements that could otherwise create ambiguity in the interpretation of the Agreement.

### **Governing Law and Jurisdiction**

- Any Position that is subject to the rules of an Underlying Market will be governed by the laws applicable under those market rules.
- All other matters, including non-contractual obligations arising from or related to these Terms, will be governed by and construed in accordance with the laws of the United Arab Emirates (UAE).

This ensures that trading activities comply with market regulations, while the Agreement remains subject to UAE law for all other legal and contractual matters.

### **Jurisdiction and Dispute Resolution**

Subject to Applicable Regulations, both parties irrevocably agree to the following:

- The courts of the Emirate of Dubai will have jurisdiction to resolve any suit, action, or legal proceedings related to these Terms. Clients submit to this jurisdiction, acknowledging that legal disputes may be handled in Dubai courts.

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- Anax Capital Financial Markets LLC reserves the right to bring legal action in other jurisdictions if deemed necessary.
- Clients waive any objections to the venue or jurisdiction of legal proceedings in Dubai courts. This includes not contesting that the forum is inconvenient or that the court lacks jurisdiction.

This clause ensures that legal matters are settled under UAE jurisdiction, while allowing Anax Capital flexibility to take legal action in other jurisdictions if required.

### **55.Swap Policy and Overnight Financing Charges**

Anax Capital Financial Markets LLC applies swap charges (also known as overnight financing charges) to open positions held beyond the trading day. These charges reflect the cost or credit associated with rolling over a position to the next trading day and are calculated based on the notional value of the open position, prevailing market interest rates, and the applicable swap rate for the instrument being traded.

Swap rates are applied on a daily basis at the end of the trading day, typically at 00:00 server time, and may vary depending on the underlying market conditions, liquidity provider pricing, and currency pair or instrument characteristics. Triple swaps may be applied on certain days (e.g., Wednesday) to account for weekend rollovers. Detailed swap rates for each instrument are published on the trading platform or website and are subject to change without prior notice based on market conditions.

Clients are solely responsible for reviewing and understanding the applicable swap charges before engaging in trading activity. Anax Capital does not provide tax, legal, or accounting advice in relation to swap charges, and clients should seek independent advice if required.

#### **Swap-Free Accounts**

In accordance with the Securities and Commodities Authority (SCA) rules and applicable UAE laws, Anax Capital offers Islamic (swap-free) trading accounts upon request, subject to eligibility and approval. Swap-free accounts are designed for clients who, due to religious beliefs, wish to avoid interest-based charges. These accounts do not incur overnight interest or swap fees; however, administrative or financing adjustments may apply to cover operational costs, provided they are clearly disclosed and in compliance with SCA regulations and Shariah principles.

Clients requesting a swap-free account must complete the relevant declaration and understand that Anax Capital reserves the right to revoke swap-free status in cases of misuse, such as arbitrage or holding positions long-term solely to benefit from the absence of swap charges.

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