



Eightcap International Risk Disclosure Statement



HIGH RISK INVESTMENT WARNING

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. Trading on margin carries a high level of risk to your capital, and you can lose more than your initial deposit. You should ensure that you fully understand the risks involved and seek independent advice if necessary.

Introduction

GC Group Ltd, trading as Eightcap International (**'Eightcap'**, **'we'**, **'our'**, **'us'**) is incorporated in the Seychelles with registration number 8427413-1 and registered address at Room B11, First Floor, Providence Complex, Providence, Mahe, Seychelles. Eightcap offers financial and commodity-based derivative instruments and other securities and is authorised and regulated by Seychelles Financial Services Authority (FSA SD100).

Scope of this Policy

This Risk Disclosure Statement (**'Statement'**) is provided to the Company's Clients and prospective Clients (**'Client'**) in compliance with the provisions of the Laws of the Seychelles.

This Statement forms part of the Client Agreement, agreed to by the Client during the account onboarding process. As such, the Client is also bound by the terms of this Statement.

Before applying to the Company for a trading account and before they begin trading, all Clients should carefully read the following risk disclosures and warnings contained in this document relating to Contracts for Difference (**'CFDs'**) and leveraged foreign exchange contracts (**'FX'**).

This Statement does not disclose nor contain all of the risks associated with trading CFDs and leveraged FX. This Statement is designed to explain, in general terms, the nature of the risks involved in trading Eightcap's products.

Conflicts Between this Policy and the Client Agreement

To the extent that there is an inconsistency between the terms of this Statement and those of the Client Agreement, the terms of the Client Agreement will prevail to the extent of the inconsistency.

General Risk Acknowledgement

You should not trade with Eightcap unless you know or understand the risks involved with trading our products. You acknowledge and agree that you have a high risk of incurring losses as a result of the purchase and or sale of any instrument Eightcap offers to you.

You further acknowledge that upon reading this Statement and where necessary, seeking professional advice, you are willing to accept the high risk associated with our products. Eightcap does not provide personal advice. If you do not understand the risks involved in trading in CFDs and leveraged FX, you should seek professional advice or seek to acquire the requisite level of knowledge about the products.

1 Our Products

1.1 Contracts for Differences

CFDs are leveraged derivative financial products. CFDs are derivatives because their value is derived from the value of another asset. They enable you to speculate on the rising or falling prices of an Underlying Asset (for example, currencies, commodities, indices, shares, and cryptocurrencies). They are an agreement which allows you to make a profit or results in you incurring a loss by reference to fluctuations in the price of the Underlying Asset without owning or having any rights to the Underlying Asset itself.

CFDs are traded OTC (over the Counter). This means that the contracts are traded between you and Eightcap and not via an exchange. There are no cooling-off arrangements for CFDs. This means that when we arrange for the execution of a CFD contract, you do not have the right to return the product or request a refund.

1.2 Opening and Closing a Position

By 'buying' or 'selling' a CFD, you take a Position in a contract:

- **Buying** – if you expect a CFD to rise;
- **Selling** – if you expect a CFD to fall.

You may only open or close a position on your trading account by placing an order on our trading platform.

Once you receive an electronic confirmation or verbal confirmation from us that your order has been executed, a binding contract exists for that position. You will receive an electronic confirmation if you trade using our trading platform.

Your position will remain open until it is closed out. We may also close out your position under the Client Agreement. The amount of profit or loss to you is calculated after your position is closed out.

1.3 Types of Orders

You may place the following types of orders with us:

- **Market Order:** an instruction to buy or sell a CFD at the current Bid or Offer price quoted by us. We may, in our absolute discretion, choose to accept or reject your Market Order;
- **Limit Order:** an instruction to buy or sell a CFD at the price threshold you have specified, or at the price that is more favourable than the price threshold you have specified. Note that there is a possibility that this type of Order may not be filled;
- **Stop-Entry Order:** an instruction to enter into a CFD at the best available price after a pre-determined price threshold is reached (depending on your trading platform, there may be variations of this order type referred to as a Buy stop limit and Sell Stop limit); and
- **Stop-Loss Order:** an instruction to attach a Stop Loss, or a Limit (Take Profit) Order, to a CFD Position.

Each of these Order types allows you to specify a time and date your Order will be cancelled. Alternatively, you may wish to let the Order rest on your platform until you cancel it, or it is executed.

It is your responsibility to understand that while we try to execute your Order at the level which you have set it, we do not guarantee that your Order will be executed at that level. Among other reasons, this may be because market prices can be highly volatile and there may not be Underlying Market liquidity in the CFD you are trading.

You can cancel or amend the level of an Order at any time prior to an Order being executed. We may combine your Order with other Orders and/or seek to buy or sell in the Underlying Asset to open or close a Position. The Client Agreement allows us to modify, cancel and/or reject your Orders, and we may, in our sole discretion, refuse to accept any instructions for any reason whatsoever.

1.4 Profit and Loss Calculation

The amount of any profit or loss on a CFD will be the sum of:

- the difference between the price at which you entered the CFD and the price at which you exited the CFD.
- the cost of daily financing or swaps (including any Swap Charges or Swap Credit relating to the contract); and
- any commission charges relating to the CFD.

1.5 Availability of Products

We may offer different types of CFDs for you to trade using the Trading Platform. However, from time to time we may remove a CFD from the Trading Platform, and/or your ability to open a Position. Among other reasons, this may be because of illiquid trading conditions, client demand for the CFD, and/or commercial reasons.

If you would be affected by the removal of a CFD (for example, because you hold an open Position on a CFD of the type being removed on the Trading Platform), we will use reasonable endeavours to provide you notice to close any CFD Positions that you hold and/or cancel any Pending Orders in respect of the type of CFD being removed.

You are responsible for cancelling any Pending Orders and closing any open Positions in respect of the type of CFD being removed in accordance with the time and in the manner specified in the notice. If you do not act upon your open Positions or Pending Orders as directed in our notice to you, we will close or cancel your Position or Order in accordance with the terms set out in our Client Agreement.

If it is impossible or otherwise unreasonable to provide you notice under this Clause 1.5, Eightcap may, in its sole discretion close out any of your open Positions in accordance with the terms of the Client Agreement. Eightcap will not be liable for any damage or loss

you incur as a result of Eightcap's actions in this regard.

2 Trading with Us

2.1 Advice

We will not give you any personal financial product advice. We can give you general advice only to help you to use the trading products and services that we provide. Any general advice that we may give you will have been prepared without considering your personal objectives, financial situation or needs.

You should therefore carefully consider the appropriateness of any general financial product advice we give you having regard to your personal objectives, financial situation and needs.

2.2 Acting as Principal

Eightcap is the product issuer and principal. This means that we issue the products described in this Statement, and deal with you as principal, not as an agent on behalf of anyone else. Eightcap is also the service provider.

We will treat you as our direct client for all purposes and you are responsible for performing your obligations under each CFD contract.

2.3 Opening an Account with Us

You may need to complete an application for a Trading Account which contains a number of questions about your source of income/wealth, ability to sustain losses and/or your tax residency.

Your ability to open an account with us will depend upon you providing us accurate information and us being satisfied that the information you provide us means that you are suitable for our products. **You must not rely on Eightcap's assessment of your application as a warranty that you are suitable or that our products meet your investment objectives or needs.** See Clause 6.2 for further information.

We offer several different Trading Account types and features. Trading Accounts are assigned a unique

identification number. We maintain records for each Trading Account that shows, at any point in time, the net position of the deposits that you have made or are required to make, and the payments we have made or are required to make to you. You can view your Trading Account statements via the Trading Platform at any time.

2.4 Account and Password Security

When you contact us regarding your account you will be required to complete our client verification process. We will use your account number and/or security details (which may include user identification codes, digital certificates, passwords, authentication codes, API keys, or other) to identify you when you contact us.

You are responsible for maintaining the security of your Trading Account details, including your Trading Account number and password. It is extremely important that you keep your Trading Account number and password confidential. If you are aware or suspect that these details are no longer confidential, you should contact us immediately so that they can be changed. Any transaction including CFDs being opened or closed using your Trading Account number and/or Security Details is your responsibility and is binding on you.

3 Margin

3.1 What is Margin?

CFDs allow you to speculate on the movements of an Underlying Asset, while only putting up a small amount of your own money. With CFDs, you only need to put in a portion of the market value of the Underlying Asset when making a trade.

When you open a CFD Position, you are required to provide a security deposit. We refer to this as 'Margin'. Margin will be held by us until your CFD Position is closed. The value of the Margin required to open a CFD Position is set in accordance with the Leverage Ratio of

your Trading Account, and/or the CFD that you trade.

Margin is calculated as a percentage of the notional value of the CFD. Margin may be fixed to a percentage at the opening of your Position, or it may float in accordance with the movement of the CFD price.

We reserve the right to change the Margin requirement at any time on any market. Margins may be higher than values displayed within the Product Specifications section of the Trading Platform during extreme circumstances (for example, when a company to which a share CFD price is derived goes into liquidation or becomes insolvent). We will take reasonable steps to notify you of changes to Margin if you hold an open Position.

3.2 Unrealised Profit and Loss

In addition to Margin, your open CFD Position will show an unrealised Profit or unrealised Loss.

You must hold additional funds or 'buffer' to withstand any unrealised losses on your open CFD Position, and/or any changes to your Margin requirement.

3.3 Margin Call

You should be aware that if the price of the CFD moves against you, it may result in a shortfall between your Trading Account Equity and your Margin. We refer to this as a Margin Call, and it means that you may be required to deposit additional funds into your Trading Account to maintain your Position.

If your trading account equity is at 80% of your Margin, your Trading Account is regarded as being on Margin Call, note that this amount is subject to change.

It is your sole responsibility to ensure that you are aware of and meet any Margin Calls. To manage your open Positions and check for any Margin Calls you are required to log onto the Trading Platform. You must be prepared to monitor and manage your account.

If your trading account reaches a level at or below 50% of your Margin, we will close out some or all of your open Positions in accordance with the terms of the Client Agreement

4 Trading Platform

We offer electronic Trading Platforms which can be accessed to view pricing information and/or enter transactions, subject to the terms of the Agreement.

The Trading Platforms may be made available to you either directly or through a third-party service provider. Please note that where the Trading Platform is made available through a third-party service provider, we do not control, endorse or guarantee the accuracy of the Trading Platform or its suitability for you. You can trial our Trading Platform before opening an account by requesting to open a 'demo' Trading Account with us.

The Trading Platform you use may be licensed to Eightcap by an external party. Eightcap makes no warranties regarding the Trading Platform, and/or algorithmic trading software, robot or expert advisor that is used, purchased, or made available by the Trading Platform. Eightcap has no responsibility for, and will not be held liable for, any damages that you may suffer, including loss of funds, data or service interruptions, as a result of the use, operation, performance and/or error or malfunction on the Trading Platform. Eightcap provides an execution-only service, and you acknowledge that Eightcap will not provide personal advice to you in relation to any trading strategies you build or import into the Trading Platform.

5 Trading Account Funds

5.1 Cleared Funds

You may deposit funds, as opening and ongoing Margin, through electronic bank transfer, credit/debit card or other methods offered by us. Unless otherwise agreed with us, payments will be required in the same currency as the

currency in which your Trading Account is denominated.

Before funds appear in the balance of your Trading Account, they will be cleared by us. Cleared funds are amounts deposited or credited to your Trading Account which are available for the purposes of opening Positions and making Margin or other payments.

It is your responsibility to ensure that the amounts are transferred to us in a timely manner so that they are cleared in sufficient time to meet all the payment obligations you have under the Client Agreement. If you fail to do this, it could result in your Orders being cancelled and your Positions being closed out. If you are not sure how long it will take for your payments to clear, you should contact your financial institution or payment provider.

You should monitor your deposits and credits we make to your Trading Account. We are entitled to withdraw any deposits from your Trading Account that we have given to you in error.

5.2 How we Deal with Your Funds – Client Money

Any money that you deposit with us, including your net running profits, will be held separately from our money, in our client trust account, and held and dealt with in accordance with the Securities (Conduct of Business) Regulations, 2008.

Your money is held on trust and not used by us. Withdrawals from client money will only be made to you (or a third party where compliant with regulations), on your request or by your instruction, into your bank account or other means of payment, or to us when properly due and payable for products, and/or services provided by us to you.

We are solely entitled to any interest or earnings derived from client money being deposited in a segregated trust account or invested by us in accordance with the Securities (Conduct of Business) Regulations, 2008, with interest and earnings being payable from the

segregated trust account as and when we decide to do so.

6 Consumer Protection

Retail Clients in the Seychelles receive a number of protections. These are outlined below.

6.1 Negative Balance Protection

Because of the leveraged nature of our Products, your Trading Account may go into a 'negative balance'. Ordinarily this is money that is claimable by us, from you.

In accordance with the Securities (Conduct of Business) (Amendment) Regulations, 2024, Eightcap restricts a Retail Client's liability to the funds available in the trading account. This means that your total loss will not exceed the amount you deposit with us.

Any negative balances incurred by you will be removed from your trading account within one calendar month.

Where multiple Trading Accounts are operated by you, we reserve the right to net-off a negative balance with a Trading Account with a positive balance, in accordance with the Client Agreement.

6.2 Restrictions on Opening an Account

CFDs are classed as a 'restricted speculative investment' in the Seychelles. This means that we have to take steps to assess your suitability for our products before we open an account for you.

During the onboarding process, Eightcap collect's information that helps us determine whether you:

- possess adequate skills and expertise to understand the risks involved in trading CFDs; or
- have the ability to absorb potentially significant losses resulting from trading in CFDs.

You must not rely on the outcome of Eightcap's assessment as to the

suitability of our CFDs for you. The assessment is strictly for the purposes of us deciding whether you demonstrate sufficient knowledge of trading our products or have sufficient funds for us to open a Trading Account for you. You remain solely responsible for carrying out your own assessment of the features and risks of Eightcap's financial products and seeking your own professional advice on whether the financial products are suitable for you.

7 Trading Hours

You can find our open session times/trading hours in the specifications section of our Trading Platform.

Our trading hours may be updated from time to time. Trading hours may be affected by public holidays.

The close of the Trading Day occurs at 23:59:59 on the Trading Platform.

Trading may be disabled between 23:59 and 00:10 due to liquidity constraints in the Underlying Asset.

It is your responsibility to monitor the trading hours of any Product that you wish to trade.

8 Risks of Trading CFDS

8.1 Over-the-Counter

CFDs are off-exchange derivatives. This is considered to involve greater risk than an on-exchange derivative as there is no exchange market on which to close out an open Position – you are only able to open and close your Positions with us.

There is no clearing house for CFDs, and the performance of a CFD offered by us is not 'guaranteed' by an exchange or clearing house.

8.2 Leverage

When you trade CFDs, you are trading on leverage. This means that you only need to deposit a small percentage of the total trade value to gain a similar level of exposure to the markets. The 'leverage' involved in trading CFDs means that a

small initial margin payment can potentially lead to large losses. The leveraged nature of CFDs also means that CFD trading can carry greater risks than conventional share trading.

8.3 Market Movement

A relatively small market movement can lead to a proportionately much larger movement in the value of your investment. This can work against you as well as for you and can result in significant losses.

8.4 Counter-Party Risk

Eightcap will provide, via its Trading Platform, the price at which it is prepared to deal with you as principal. This is known as being a 'market maker'.

The prices that we offer are likely to be different to the prices in the Underlying Asset. This is because of the Spread. The Spread is the difference between the rate at which we buy and sell the financial instruments.

We act as a market maker and may profit from Spreads, Commissions, Swaps and market risk. When you place an order with us, it is at our discretion if we place a corresponding order to purchase or sell the relevant product in order to offset (hedge) our exposure to your Position. This means we may be exposed to the outcome of your Position.

In providing our products to you we may rely on third party hedging counterparties.

Our hedging counterparties are selected using set criteria and are subject to review to ensure the criteria are met on an ongoing basis. The criteria address all pertinent factors such as:

- Financial standing (financial adequacy is assessed using a number of resources including the use of third-party credit risk/reporting services);
- Compliance with regulatory requirements (including risk management resources); and

- Market reputation.

8.5 Volatility

Derivative markets can be highly volatile. CFD prices may fluctuate rapidly and over wide ranges and as the result of unforeseen events or changes in conditions, none of which can be controlled by you or by us.

The prices of CFDs will be influenced by unpredictable events including, amongst other things, changing supply and demand relationships, governmental, agricultural, and commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant marketplace.

You may lose all funds that you deposit with us to establish or maintain a Position. If the market moves against you, you may have to pay substantial additional Margin at short notice. If you fail to do so within the required time, your Position may be closed by us at a loss.

In fast-moving or illiquid markets, 'gapping' may occur. This typically occurs when market prices do not follow a smooth or continuous trend and are normally caused by external factors such as world, political, economic and corporate-related events. Should gapping occur on the CFD you are trading, you may not be able to close out your Position or open a new Position at the price at which you have placed your Order.

It is your responsibility to monitor your Trading Account. To manage your open Positions and check for any Margin Calls, you are required to log onto the Trading Platform.

8.6 Execution

Under certain trading conditions, it may be difficult or impossible to liquidate a Position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that trading in the

Underlying Market is suspended or restricted.

While we offer different kinds of Order types on our system via our Trading Platform which are intended to limit or minimise losses (for example, Stop-Loss Orders or Limit Orders) it does not guarantee that you will not incur losses because market conditions may make it impossible to execute an Order at the price stipulated by you. This can happen when the price of the Underlying Asset moves straight through the stipulated price. When this occurs, the price at which your Order is executed may not match the price at which it was requested – this is known as ‘slippage’.

Further, when you request to open or close a Position at the market price, you may not receive the price that you requested. This may be because market prices can be highly volatile and/or there may not be Underlying Market liquidity in the CFD you are trading. This may be because market prices can change prior to your CFD being executed, technical delays, market volatility, and or illiquid market conditions. We may also provide Out of Hours Trading, where we set the prices at which we are prepared to deal with you. These are some of the circumstances which may have an impact on Spreads, Liquidity and the general execution of your Position.

To connect with our trading servers, we rely on you to have and maintain your own internet connectivity, systems and networks. Any connectivity issues you experience with your systems may result in delays in the execution of trades or mean that the price offered by us may change before we receive your Order. Eightcap does not accept responsibility for losses caused in these circumstances.

8.7 Third Party Software and Plug-ins

Our online Trading Platform allows you to plug in third-party applications to help you trade. Often called expert advisors (or “EAs”) or mirror trading plug-ins, these third-party applications can be very risky.

Some of the key risks for using third party plug-ins are:

- you can lose control of your trades and suffer financial loss;
- the plug-in may stop working at any time, and you may be stuck with open Positions and suffer financial loss as a result;
- it may result in you being on ‘Margin call’ and your Positions liquidated as a result;
- some plug-ins are offered by fraudulent, illegal, or underground entities in remote parts of the world.

Caution should be taken around the use of EA’s. As a general rule, if the plug-ins sound too good to be true, then they probably are, and it is best to avoid them. Eightcap does not endorse any third party plug-ins and cannot be held liable for any losses incurred as a result of using any third-party plug-in.

You should never under any circumstances provide your Trading Account username or password to a third-party. You are wholly responsible for managing the risks (including the risk of loss) associated with using third-party plug-ins.

8.8 Currency Risk

The profit or loss of your CFD Position may be denominated in a different currency than your Trading Platform. This may unexpectedly impact your overall profit or loss. Foreign markets will involve different risks to domestic markets that you may be used to.

The potential for profit or loss from CFDs relating to a foreign market or denominated in a foreign currency will be affected by fluctuations in foreign exchange rates. It is possible to incur a loss if exchange rates change to your detriment, even if the price of the instrument to which the CFD relates remains unchanged.

9 Fees, Charges and Costs

9.1 Spreads

You may notice that the price of a CFD is quoted with a lower and higher price at which you can place an Order. The difference between the Bid price and the Ask price is known as the 'Spread'. We may post our target spreads on our Website from time to time, and you should be aware such representations are indicative only and do not represent the actual spread price for any product. You can view the spread in the Trading Platform prior to executing your Order. For more information on where to view this information, please contact an Eightcap representative.

Eightcap set the price and the Spread of the CFD that you use to open and close a CFD Position. These prices are set with reference to the current market price offered to us from a Liquidity Provider(s), or exchange information sources. We may also contribute our own (internal) Liquidity when setting a price to improve the Spread between the Bid and Ask price, and/or the liquidity available at each price.

9.2 Trading Account

We may offer different types of Trading Account for you to choose from. For certain types of Trading Accounts or Products, we may charge a separate amount as a commission. Details about the kinds of Trading Accounts that we offer, their features and applicable commissions can be found on our Website. You should familiarise yourself with the different types of Trading Account that we offer and associated charges and commissions before applying for a Trading Account with us.

9.3 Swaps

Where a trade is left open at the close of the Trading Day (23:59:59 Platform Time), we may charge or credit you with a "Swap" which is deducted or credited from the Unrealised Profit/Loss of your Trading Account. Sometimes referred to as a rollover, Swap is the financing (interest) component of your open CFD.

It can be paid by you or paid to you, depending on the CFD you are trading. Swap Rates are calculated using wholesale reference rates that are provided by our Liquidity Providers. We may add a fee (mark-up) to any wholesale rates received which is included in the Swap debit or credit that is applied to your CFD Position.

You should be aware that Swap Rates change regularly. The Swap Rate that applies to a CFD can be viewed on the Trading Platform. A Swap is also deducted or credited for weekends, public holidays, when the Underlying Asset ceases to be quoted, or suspended from quotation, or subject to a trading halt.

9.4 Multiple (3-Day) Swaps

A 3-day swap accounts for the interest that is earned or charged for the forthcoming weekend. Most CFDs that you trade will attract a 3-day swap. The day in which the 3-day swap is charged depends on the CFD you are trading. For example, if you hold a currency CFD at 23:59:59 platform time on a Wednesday, the applicable swap rate is multiplied by three (3) times. Other 3-days swaps may be charged on a Friday. You may find the details relating to the Swaps on your trading platform or you may wish to confirm with an Eightcap representative prior to trading.

We may need to vary the day and time in which a 3-day swap is charged or credited in accordance with any changes to settlement terms, public holidays, or market closures. This may be done without notice to you.

9.5 Swap Free Trading

Where we agree to provide Swap Free trading on your Trading Account, we may charge an administration fee. This fee is charged at rates and regular intervals that are set by Eightcap in accordance with the type, size, and if the CFD is bought or sold.

Swap Free trading is provided on a limited basis at Eightcap's discretion and may be withdrawn by Eightcap at any

time. Fair usage principles apply in accordance with clause 3 of the Client Agreement, which enables us to, amongst other things, apply limits to your usage of the services we provide.

9.6 Commissions and Charges for Share CFDs

If you trade CFD shares with us, you will be charged a commission as a monetary value, rather than an additional spread on top of any spread in the Underlying Asset. Commissions can be calculated at a percentage of the aggregate notional value of your CFD share (subject to a minimum fee) upon entry and exit, or a fixed commission. The commission rates for CFD shares are subject to change and available on our website.

9.7 Exchange Fees

We are required to pay exchanges fees for the provision of pricing of certain Underlying Assets. When your account is inactive, we may, at our discretion, remove access to certain CFDs, or pass on any exchange fees to you

9.8 Dividend Adjustments

When you trade a share CFD, your Trading Account will be debited or credited to reflect any dividend adjustments e.g. declared cash dividends, as if you had bought or sold the Underlying Asset. The dividend adjustment will affect your profit or loss. The amount of the dividend adjustment will depend on whether you have a long or short share CFD. Adjustments will also be made to your Trading Account balance for Index CFDs you hold to reflect any cash dividends paid on constituent share of a particular index.

If the Underlying Asset is subject to another type of Corporate Action, we will make an adjustment to your Trading Account and/or take reasonable steps to reflect the impact of the corporation action on your Trading Account.

9.9 Dividend Payments on US Shares

The US Internal Revenue Service (IRS) mandate that holders of US equity derivatives (which include US Share CFDs)

are taxed in accordance with section 871(m) of the US Tax Code (Internal Revenue Code). This means we (or our Liquidity Provider) will need to withhold a tax for dividends that are paid on US Share CFDs.

9.10 Conversion Fees

An automatic conversion is required if your CFD Position is denominated in a different currency than your Trading Account. The rate at which a conversion occurs is the rate that is displayed on your Trading Platform, although we reserve the right to place an additional fee or spread on the conversation rate. If there is no direct rate of exchange between your Trading Platform currency and the denomination of your CFD currency, a third currency (generally USD) will be used to make the conversion.

9.11 Funding Fees

We offer various methods to fund your Trading Account. We do not charge any internal fees for deposits or withdrawals, however, deposits from non-Australian banking institutions may attract intermediary transfer and/or conversion fees. Any such fees will be passed onto you.

Some credit cards/banks may treat funding your Trading Account as a 'Cash Advance'. Please contact your bank for details.

10 Complaints Handling

Eightcap complies with the laws of the Seychelles in respect of complaints handling.

Please see the Complaints Policy available on our website for more information.

11 Anti-Money Laundering Compliance

We collect information from you to, amongst other reasons stated in our Privacy Policy, allow us to meet our

obligations under the applicable AML Laws.

Eightcap will undertake steps to verify your identity when you apply for a Trading Account and will perform a number of anti-money laundering and other checks (including against sanction lists and adverse media searches) that it deems necessary or appropriate.

Eightcap reserves the right to take any action in relation to those checks (including rejecting your Trading Account application), without any liability and/or notice to you whatsoever.

By opening a Trading Account with Eightcap, you warrant that you are not aware and have no reason to suspect that:

- the monies used to fund your Trading Account have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law, or convention; or
- that the proceeds of your investment will be used to finance any illegal activities

12 Market Manipulation and Misconduct

Although by dealing with us you will not be dealing in physical shares (conventional share trading), you should be aware that you may still be subject to the market manipulation and insider trading provisions of the Securities Act, 2007 when you trade CFDs with us.

13 Taxation

We do not provide any taxation advice. Taxation laws are complex in nature and their interpretation and administration may change over the term of your relationship with us. We will not advise you of any changes in taxation laws should they occur. You take full responsibility for the taxation implications arising from your own

transacting and for any changes in those taxation implications during the course of your transacting with us.

It is important to note that the ultimate tax implications for you will depend on your personal circumstances. If you are unsure of how trading with us will affect your taxation position, you should consult an independent taxation advisor.

14 Definitions

Agreement means this Statement, along with the Eightcap Client Agreement (Client Agreement) and any other terms and conditions published by us from time to time on the Website or our Trading Platform that form an agreement between you and us.

Ask means the price at which we are willing to sell. This is the current price available for you to buy.

Bid means the price at which we are willing to buy. This is the current price available for you to sell.

CFD means contract for difference.

Client Agreement means the Eightcap Client Agreement.

Corporate Action means an activity that is initiated by a company or corporation for the purpose of giving an entitlement to shareholders (for example, a bonus share issue, share offer or rights issue).

Equity means the Account balance including (after) any Unrealised Profit and/or Unrealised Loss on open CFD Positions. Equity is an indication of the overall performance of an Account as it considers the Account balance and how each individual Position is performing.

Leverage Ratio means the effective Leverage or 'gearing' on your Account. The default Leverage Ratio of an Account is generally set by you during the application process, although we may, at our discretion, set leverage on your behalf. You may apply to change this by contacting Eightcap. On certain Instruments, the Account Leverage Ratio is lower or not applicable; instead, a fixed Margin is required.

Limit Order means an instruction to buy or sell a CFD at the price threshold you have

specified, or at the price that is more favourable than the price threshold you have specified.

Liquidity Provider means an external counterparty (company, bank or financial institution) that provides a buy and sell price (Liquidity) in a financial Instrument, security or asset, and can accept trades and Orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.

Margin Call means a demand for additional funds to be deposited into your Trading Account to meet your Margin obligations.

Margin Percentage refers to the Trading Account balance/Margin requirement x 100

Margin means the amount of money you are required to pay us or hold in your Trading Account in order to place an Order.

Market Order means an instruction to buy or sell a CFD at the current Bid or Offer price. We may, in our absolute discretion, choose to accept or reject your Market Order

Negative Balance Protection means that if you are a Retail Client and at any time you have a negative balance on your Account, we will waive our right to claim the deficit and will return the Account balance to zero, in accordance with the Applicable Laws. Where you have multiple Accounts with us, we may treat your Accounts as aggregated for the purposes of offsetting a negative balance, by using funds on one Account to offset losses incurred on another.

Order means an offer that you make to enter into a Contract with us under the Agreements.

OTC means over-the-counter.

Pending Order means an Order with a specific Price identified which has not yet been executed.

Position means a CFD that has been entered by you under the Agreement.

Privacy Policy means the Eightcap Privacy Policy available on our website.

Retail Client means a client who is not a Professional Client within the meaning of the Securities (Conduct of Business) (Amendment) Regulations, 2024

Stop-Entry Order means an instruction to enter into a CFD at the best available price after a pre-determined price threshold is reached.

Stop-Loss Order means an Order to close out an open Position where the CFD reaches a specified price.

Swap Rate is the applicable rate that applies to the calculation of a Swap.

Swap means the fee that your Trading Account is debited or credited if you hold a Position over 23:59:59 Platform Time to the following Trading Day.

Swap Charge or **Swap Credit** means financing related credits or charges relating to the holding of a CFD at the close of the Trading Day.

Trading Account or **Account** means the client's CFD account(s) held with Eightcap.

Trading Day means Monday to Saturday including public holidays for CFDs excluding Cryptocurrency CFDs; or Monday to Sunday including public holidays for Cryptocurrency CFDs. The close of the Trading Day occurs at 23:59:59 on the Trading Platform.

Trading Platform means Eightcap's online MetaTrader platform (MT4 or MT5), TradingView or any other online trading facility provided by Eightcap.

Underlying Asset means the instrument or asset (i.e., currency pair, cryptocurrency, commodity, share, or index) whose value or price, or change in value or price, determines the potential value of the CFD.

Underlying Market means the market (regardless of its form) in which an Underlying Asset is traded (for example, a formally regulated securities exchange such as the NYSE or a decentralised over-the-counter market).

Unrealised Loss means the amount of loss that is shown on an open Position. This is a loss that has not yet been realised by closing a Position.

Unrealised Profit means the amount profit that is shown on an open Position. This is a profit that has not yet been realised by closing a Position.

Website means www.eightcap.com



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