

GENERAL TERMS OF BUSINESS

1. INTRODUCTION

These General Terms of Business (the “Terms”) apply to the services provided by EMKAP UK Ltd (“EMKAP UK”, “we”, “us” or “our”) to you (the “Client” or “you”).

These Terms set out the basis on which EMKAP UK will provide its services to you and govern the business relationship between EMKAP UK and the Client.

2. SCOPE AND APPLICATION

These Terms apply to all transactions contemplated or executed between you and EMKAP UK. Your continued use of our services constitutes acceptance of these Terms. Where a client acts on behalf of another party, both shall be jointly and severally liable, unless otherwise agreed in writing.

3. SERVICES

EMKAP UK may provide dealing, broking, execution, and custody services related to financial instruments and assets. We may act as principal or agent and may execute transactions on various regulated or unregulated markets.

4. CLIENT CLASSIFICATION

You will be classified as a Professional Client, or Eligible Counterparty, in accordance with the Applicable Rules. You may request a change in classification, subject to our assessment.

5. INVESTMENT ADVICE

No investment advice will be provided unless a separate Investment Advisory Agreement is in place. Any communication from us should not be construed as personal recommendations.

6. INSTRUCTIONS

Instructions may be given by phone (recorded), email, or other approved electronic means. We reserve the right to reject or delay instructions without liability.

7. DEALING & EXECUTION

Orders may be executed on or off venue, subject to our Best Execution Policy. We may aggregate orders and act as counterparty or intermediary. Our Best Execution Policy is available on our website.

8. CLIENT ASSETS

Client assets will be held in accordance with applicable FCA Client Assets (CASS) rules. Custody services are provided subject to the applicable contractual terms and regulatory requirements.

9. FEES AND CHARGES

Our fees and third-party charges will be communicated and are payable upon demand. We may deduct fees directly from your account.

10. REPORTING

Trade confirmations and other reports will be issued in accordance with Applicable Rules.

11. TERMINATION

Either party may terminate these Terms by written notice. Termination shall not affect outstanding transactions or accrued obligations.

12. COMPLAINTS AND DISPUTES

EMKAP UK maintains a Complaints Policy in accordance with regulatory requirements. Where eligible, a complainant may refer unresolved complaints to the Financial Ombudsman Service.

13. DATA PROTECTION

We act as a Data Controller and process personal data in compliance with UK GDPR, the Data Protection Act 2018 and other relevant data protection laws. Data may be transferred outside the EEA with appropriate safeguards.

14. DISCLOSURE

We may disclose information to regulators, counterparties, or affiliate entities where required by law or contract.

15. GOVERNING LAW

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of England and Wales.

16. AMENDMENTS

We may amend these Terms by providing reasonable prior notice to you. Where an amendment is required by applicable law or regulation, a regulatory authority or other

circumstances requiring immediate implementation, a shorter notice period may apply. Unless otherwise stated, amendments will not affect transactions entered into before the amendment takes effect.

For full details including Specific Terms and applicable policies (e.g., Best Execution, Conflicts of Interest), please see our website and contact us.