

GENERAL TERMS OF BUSINESS

1. INTRODUCTION

These General Terms of Business ("Terms") apply to all entities within the EmKap Group: EmKap Ltd (Europe), EmKap UK Limited, and EmKap SSA Ltd (each, an "Entity" or "we"). These Terms set out the basis on which we will provide our services to you ("you", "Client").

Each Entity maintains its own Specific Terms tailored to the legal and regulatory requirements of its jurisdiction. These Specific Terms will be provided to you prior to the commencement of any relationship and shall prevail in case of any conflict with General Terms.

2. SCOPE AND APPLICATION

These Terms apply to all transactions contemplated or executed between you and any Entity of EmKap Group. 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

The Entity 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 Retail Client, 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 Order Execution Policy. We may aggregate orders and act as counterparty or intermediary. Our Order Execution Policy is available on our website.

8. CLIENT ASSETS

Client assets will be held in accordance with Applicable Rules, separately from our own. Custody services are subject to an agreement and may be withheld under certain conditions.

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

We maintain a Complaints Policy aligned with regulatory requirements. Clients in the UK may refer unresolved complaints to the Financial Ombudsman Service; clients in Cyprus or Nigeria may refer to the applicable national regulator.

13. DATA PROTECTION

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

14. DISCLOSURE

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

15. GOVERNING LAW

The governing law will be that of the Entity providing services to you, as set out in your Specific Terms.

16. AMENDMENTS

We may amend these Terms with three business days' notice. Amendments do not affect outstanding transactions unless stated otherwise.

For full details including Specific Terms and entity policies (e.g., Order Execution, Conflicts of Interest), please refer to our website or contact us.