

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (referred to hereafter as "Terms") set forth the key legal obligations and rights governing the relationship between clients (hereinafter "Client" or "Clients") and AlpCaps Ltd (referred to hereafter as "AlpCaps" or "the Company"). These Terms are designed to be inclusive and gender-neutral.

1. FOUNDATION OF BUSINESS RELATIONSHIP

1.1 The relationship between AlpCaps and the Client is primarily governed by these Terms, along with the Account Opening Form, any specific terms and conditions related to particular services offered by AlpCaps (collectively, "Special Terms"), and any subsequent amendments or supplementary documents collectively known as the "Agreement." This Agreement comprehensively outlines the mutual commitments in the business relationship between AlpCaps and the Client.

1.2 The Agreement is applicable universally to all client accounts (referred to singularly as "Account" and collectively as "Accounts"), established with AlpCaps, unless explicitly agreed otherwise between the Client and the Company.

1.3 The initiation of any new business relationships, including but not limited to the opening of new Accounts and the introduction of new services (as later defined), are subject to the sole discretion of AlpCaps. Such relationships are formally established and become binding only upon AlpCaps's confirmation of such engagements to the Client.

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2.2 At the forefront of its offerings, AlpCaps provides advanced digital trading platforms (hereafter "Trading Platforms") designed to facilitate a wide range of financial transactions. These platforms support trading in various financial assets, including but not limited to equities, debt instruments, investment funds, commodities, and derivatives such as futures and options (collectively referred to as "Financial Instruments"). Each platform is engineered to ensure high-performance trading execution, providing clients with essential tools for market participation across multiple asset classes.

3. INVESTMENT DECISIONS

3.1 AlpCaps does not provide legal, tax, or any form of advisory services. The client acknowledges that AlpCaps's role is not to offer investment advice or to recommend any specific transactions or strategies.

3.2 Information provided by AlpCaps through its website, trading platforms, or through any other medium, including but not limited to research reports and investment ideas, does not constitute a solicitation or offer, nor does it serve as investment advice. AlpCaps makes no warranties regarding the accuracy or completeness of this information and will not be liable for any damages or losses incurred from its use.

3.3 AlpCaps's responsibilities in managing transactions are limited strictly to execution services. AlpCaps does not assess the suitability or appropriateness of any financial transaction as part of these services. This limitation is communicated here and will not be reiterated in every transaction.

3.4 Clients are advised to thoroughly review any prospectus, termsheet, key investor information, or financial reports related to potential investments. AlpCaps will provide electronic copies of such documents upon request, contingent on their availability.

3.5 All decisions regarding transactions must be based on the client's own judgment of their financial and tax situation, as well as investment goals. Clients must not rely solely on AlpCaps's information but should use their discretion and understanding of the risks involved.

3.6 AlpCaps operates under the assumption that the client has the necessary knowledge and experience to engage in trading financial instruments which they have selected, based on the information provided to AlpCaps. Clients confirm their understanding of, and compliance with, all applicable trading regulations and standards.

3.7 Clients acknowledge that having the requisite knowledge and experience does not guarantee the success of their investments. Past performance is not indicative of future results, and AlpCaps does not assure any specific outcomes or protection from losses.

3.8 AlpCaps may not have comprehensive knowledge of the client's complete financial or tax circumstances unless explicitly provided by the client.

3.9 Clients bear full responsibility for their investment decisions and the suitability of the transactions they execute in light of their financial circumstances and investment objectives. AlpCaps does not endorse or validate the suitability of any transaction on behalf of the client and is not liable for the consequences of any investment decisions.

3.10 It is the client's responsibility to manage and monitor their positions. Clients should actively engage with AlpCaps's Trading Platform and their account to keep abreast of their positions and performance, making adjustments as necessary to align with their investment strategies and market conditions.

4. RISK DISCLOSURE

4.1 Clients acknowledge and accept that transactions involving Financial Instruments can be highly speculative and carry substantial financial risk, potentially leading to losses that exceed the amounts clients have deposited. Each type of financial instrument and service offered by AlpCaps carries its unique risk profile, which is detailed extensively in the relevant Special Terms and Conditions. These risks include market volatility, liquidity risks, currency exchange fluctuations, and economic changes that may significantly impact the value of investments.

4.2 Clients bear full responsibility for all decisions related to transactions entered into, including the assumption of all risks associated with these transactions. AlpCaps facilitates these transactions under the presumption that the client possesses sufficient knowledge and experience to understand and manage the risks involved. The company provides resources and tools to assist in this understanding, but the ultimate responsibility lies with the client.

4.3 AlpCaps advises clients to engage in thorough due diligence and possibly consult with financial advisors before committing to any transactions. The outcomes of these transactions can be influenced by unforeseen market movements and geopolitical events, which are beyond AlpCaps' control and prediction.

5. CROSS-BORDER SERVICES

5.1 AlpCaps is committed to adherence to international financial service regulations, which dictate that the company does not actively market its services to residents outside its registered jurisdictions unless such solicitations comply with local laws. Clients are required to affirm that their engagement with AlpCaps is initiated by their own independent decision without any direct marketing or solicitation from AlpCaps.

5.2 Regulatory and operational constraints may limit the availability of AlpCaps' services in certain jurisdictions. Clients must ensure that their use of AlpCaps' services complies with local laws in their country of residence. The availability of services is subject to change based on the evolving regulatory landscape.

5.3 Due to legal restrictions, AlpCaps' website and its full range of services might not be accessible to clients residing in specific countries. AlpCaps complies strictly with international law and sanctions policies, prioritizing compliance over service expansion.

6. RESIDENCE FOR TAX PURPOSES

6.1 In compliance with the Organisation for Economic Cooperation and Development (OECD) guidelines released on 21 July 2014, AlpCaps follows the Standard for Automatic Exchange of Financial Account Information in Tax Matters (the "Standard"). This Standard requires governments that have entered into mutual agreements for tax information exchange (known as "Reporting Jurisdictions") to:

- a) Collect comprehensive account details from financial institutions.
- b) Facilitate an annual exchange of this information between Reporting Jurisdictions.

AlpCaps conducts enhanced due diligence to gather and report financial account information to the appropriate national tax authority in line with the AEOI Regulations.

6.2 As part of the account opening process and ongoing account maintenance, AlpCaps requires clients to:

- a) Confirm their tax residency statuses as defined by the tax laws of the jurisdictions in which they reside.
- b) Provide valid Taxpayer Identification Number(s) (TINs) or similar reliable identifiers.
- c) Submit their date of birth and other necessary personal identifiers.
- d) Provide additional documentation as necessary to support the verification of their tax statuses.

For entities, additional requirements include:

- a) Declaration of their status as either a reporting or non-reporting financial institution, active non-financial entity, or passive non-financial entity.
- b) Provision of TINs and tax residency details for all controlling persons, as mandated by the AEOI Regulations.
- c) Submission of any further documentation requested by AlpCaps for verification purposes.

6.3 AlpCaps is obligated to report certain client and controlling person information to local tax authorities, which might then share this data with tax authorities in jurisdictions where the clients are deemed tax residents, under international agreements.

6.4 Clients must promptly inform AlpCaps of any changes to their tax statuses or relevant personal circumstances to ensure accuracy in compliance reporting. Inaccuracies or incomplete information may necessitate reporting the client in multiple jurisdictions, which could have legal and financial consequences.

6.5 Clients are solely responsible for the veracity of the information they provide, and misinformation may result in penalties by regulatory authorities.

6.6 Clients are encouraged to seek advice from tax professionals or reliable public resources to ensure compliance with the prevailing tax regulations.

6.7 Clients should consider this section in conjunction with other relevant sections that discuss international financial compliance.

7. MARKET RULES

7.1 Transactions executed through AlpCaps are subject to the rules and regulations of relevant financial markets and exchanges, which may include specific by-laws, customs, practices, and procedural rules of clearing houses and other financial organizations involved in the execution, clearing, and settlement of these transactions.

7.2 AlpCaps reserves the right to take any necessary actions, including the liquidation of positions, in accordance with market rules and organizational decisions that may impact client transactions. These actions are taken to safeguard the interests of both the client and the firm, adhering to the regulatory and operational frameworks governing market conduct.

7.3 Clients must acknowledge and consent to these terms, accepting that their transactions are bound by the prevailing market regulations and that AlpCaps is not liable for losses that may arise from such regulatory actions.

8. CONFIRMATIONS

8.1 Upon opening an account, conducting any transaction or operation, or when the Agreement or any part thereof is revised, updated, or amended, the Client affirms and agrees to the following for AlpCaps' benefit:

- a) The Client is legally capable and not restricted by any law or regulation from establishing and maintaining the business relationship with AlpCaps, accessing its trading platforms, the company's website, or from executing any transactions or other operations.
- b) If the Client represents a corporation, limited liability company, trust, partnership, unincorporated association, or any other type of entity, it is duly organized and validly existing under the laws of its jurisdiction of incorporation. The Client agrees to notify AlpCaps in writing of any changes to the authority of its representatives or agents. Absence of such notification relieves AlpCaps of any liability, and no external publications shall be binding on AlpCaps.
- c) The Client has secured all necessary consents and authorizations to establish a business relationship with AlpCaps.
- d) All funds and assets credited to the account are, and will remain, free from any liens, encumbrances, pledges, or other claims, consistent with the terms of the Agreement.
- e) The Client is aware of and commits to comply with all applicable laws, market rules, and regulations relevant to their domicile and nationality, including those related to foreign exchange.
- f) The Client asserts compliance with all tax obligations in the jurisdictions of their fiscal responsibility. This includes providing necessary information and documentation to AlpCaps related to their tax status. AlpCaps does not provide tax advice; clients are expected to seek independent tax advice when necessary.
- g) All information provided by the Client to AlpCaps is complete, accurate, current, and truthful.

8.2 The Client is obligated to promptly inform AlpCaps in writing of any changes to the information provided in the Account Opening Form or subsequently, whether these changes pertain to the Client, any authorized person, or the beneficial owner.

9. CLIENT ASSETS

9.1 AlpCaps reserves the right, though it is not obligated, to convert any funds held on behalf of the Client into any currency necessary to meet the Client's obligations or liabilities. Such conversions will be executed at the exchange rate determined by AlpCaps at the time of conversion.

9.2 Upon receiving instructions from the Client to execute a transaction, AlpCaps is authorized to utilize the Client's assets to secure any actual or potential obligations the Client owes to AlpCaps related to such transactions.

9.3 If funds are erroneously credited to the Client's account:

- a) The Client is required to inform AlpCaps immediately upon noticing or reasonably suspecting such an erroneous credit.
- b) The Client must return the erroneously credited funds to the specified account as directed by AlpCaps.

In cases where there is uncertainty about the legitimacy of credited funds, the Client must promptly communicate with AlpCaps to verify the accuracy of the transaction and take appropriate actions as advised.

10. RIGHT OF LIEN AND SET-OFF

10.1 To secure any current or future liabilities or debts the Client may owe to AlpCaps, whether real or hypothetical, the Client grants AlpCaps a right of lien and a right of set-off against all of the Client's accounts, any monies, open positions, financial instruments held by AlpCaps or elsewhere, and any other property in the Client's accounts including all proceeds thereof.

10.2 AlpCaps has the right, at any time and without prior notice, to offset any liabilities the Client owes against any credits the Client holds with AlpCaps, regardless of whether these claims are matured or unmatured, the currencies in which they are denominated, or whether they are secured or unsecured. AlpCaps retains the right to offset even if the claims between AlpCaps and the Client are not identical. AlpCaps will notify the Client of any such offset action taken under this provision.

10.3 In the event of the Client's default on any obligations to AlpCaps, AlpCaps may, at any time and without prior notice or any additional formalities, activate the right of lien over the Client's assets. This may involve the forced or private sale of such assets at AlpCaps' discretion. The valuation of any financial instruments to be sold or appropriated will be based on their market value as reasonably determined by AlpCaps referencing public indices or any other valuation method deemed appropriate by AlpCaps. The valuation method will be considered commercially reasonable.

10.4 AlpCaps also reserves the right to net the Client's accounts at any time, regardless of the account type or the currency in which they are denominated. AlpCaps may perform such netting even if the claims between AlpCaps and the Client are not identical, including situations where the claim involves the return of an item or security held by AlpCaps or its custodians, or where the claims are subject to disputes or exceptions. AlpCaps will inform the Client of any netting action undertaken. If the amounts involved are in a currency other than the primary currency of account, such amounts will be converted at an exchange rate determined by AlpCaps.

11. JOINT ACCOUNT

11.1 When multiple individuals enter into an Agreement with AlpCaps as the Client, they will be considered joint account holders. Each joint account holder is both a joint and several creditors and debtors under the terms of the Agreement, responsible for all claims and obligations, including any future or current amounts due to AlpCaps, regardless of the actions of individual account holders.

11.2 AlpCaps is authorized to direct all notices and communications to any one of the joint account holders. These communications are considered to have been received by all joint account holders.

11.3 Unless specified otherwise in a written agreement with AlpCaps, each joint account holder has full authority to manage the account independently. This includes the disposal of assets within the account without the need for consensus among the holders. Each holder can independently issue instructions to AlpCaps, appoint representatives, and end the relationship with AlpCaps. Actions or instructions by any holder are binding on all, and AlpCaps is not liable for any damages that may result from such actions. However, AlpCaps reserves the right to require joint instructions from all account holders if deemed necessary.

11.4 Upon the death of any joint account holder, AlpCaps may act on instructions received from the surviving holder(s) or the deceased's heirs, including orders to close the account. AlpCaps is not liable for any damages resulting from its decision on the execution of such instructions unless it can be shown that AlpCaps acted with gross negligence or willful misconduct. AlpCaps retains the discretion to take necessary actions, require documentation, and restrict account activities to protect its interests. The deceased's estate and the surviving holder(s) remain liable for any deficits or losses in the account incurred before AlpCaps was notified of the death or during the settlement of the account.

12. POWER OF DISPOSAL

12.1 Only signatures specifically communicated to AlpCaps are recognized as valid until the Client informs AlpCaps of any changes or revocations, regardless of any official records (like those in commercial registers) or other forms of communication. If multiple persons hold signing authority for an account or on behalf of the Client, such rights are considered individual unless explicitly consolidated in a written agreement with AlpCaps.

12.2 Clients can authorize a third party to act on their behalf in all aspects of their business relationship with AlpCaps by using the standard Power of Attorney form available on AlpCaps' website. AlpCaps generally does not accept powers of attorney that are not executed using its specified form.

12.3 AlpCaps may require all relevant signatures to be certified to ensure their authenticity. Once granted, a power of attorney remains effective until AlpCaps receives written notification from the Client that it has been revoked. Importantly, the termination of a power of attorney is not automatically triggered by the death or legal incapacity of the Client.

12.4 It is the Client's responsibility to promptly notify AlpCaps in writing if any authorized person becomes legally or otherwise incapacitated to act. Until such notification is received, or if the Client becomes incapacitated without AlpCaps being properly informed, the Client bears all consequences and liabilities arising from this incapacity. No public or official announcement regarding changes in authorization status shall bind AlpCaps without formal acknowledgment from the company.

13. COMMUNICATIONS AND INSTRUCTIONS Notices from AlpCaps

13.1 AlpCaps generally communicates with its clients through notices posted within the client's account on the trading platform. However, AlpCaps reserves the right to use other communication methods such as letters, emails, faxes, or phone calls at its discretion. The client expressly consents to receive communications in electronic formats and acknowledges the risks associated with electronic data transmission.

13.2 The client is responsible for ensuring that they, or any authorized representative, are always reachable via telephone, fax, or email. AlpCaps may choose to contact the client if deemed necessary for the interests of either AlpCaps or the client, even if contrary instructions have been given, without any liability for such contact or non-contact.

13.3 Any notice from AlpCaps to the client will be considered properly issued when sent to the most recent address, email, or fax number provided by the client, delivered orally by phone, or posted within the trading platform or on AlpCaps' website.

13.4 Notices sent by mail are considered received one business day after being dispatched to a Swiss address or four business days to an international address. If no valid address is available, AlpCaps' address will be used as the client's last known address, and the dispatch date will be recorded as the date on the notice or related documents held by AlpCaps.

13.5 Notices sent by fax are deemed received upon the successful transmission report. Notices posted on the trading platform, within the client's account, or on AlpCaps' website, or those sent by email or communicated via telephone, are considered received as soon as they are posted or communicated. Clients are expected to regularly check these platforms to stay informed of any notices.

13.6 At the client's request, AlpCaps may agree to withhold delivery of notices. Such withheld notices are deemed delivered and received on the date indicated on the notices. Clients must retrieve withheld notices at least once every twelve months. After this period, AlpCaps may dispose of any notices not retrieved, and the client absolves AlpCaps from liability regarding these withheld communications.

INSTRUCTIONS FROM THE CLIENT

13.7 The Client primarily provides instructions through their account on the AlpCaps trading platform. Should instructions be issued by letter or fax, AlpCaps will validate the signature against those on file, exercising proper diligence.

13.8 AlpCaps is authorized, though not obligated, to execute instructions received via telephone, email, fax, or other electronic means even without written confirmation bearing an original signature. AlpCaps reserves the right to request written confirmation or additional identification measures before proceeding with such instructions. AlpCaps disclaims liability for delays caused by these security measures and will not be responsible for executing duplicate instructions unless they are clearly indicated as confirmations.

13.9 The Client is solely responsible for securing any instructions and communications issued using their identification codes and for all transactions initiated with these codes. AlpCaps will treat any activity conducted with the correct identification codes as authorized by the Client, regardless of the actual intent or authority of the individual. AlpCaps is not liable for damages arising from unauthorized or fraudulent use of identification codes.

13.10 The Client must take all necessary steps to secure their identification codes and prevent unauthorized access to their trading platform and account. AlpCaps advises regular password updates. If a breach is suspected, the Client must immediately notify AlpCaps to block access, and the Client will bear all consequences related to the blocking and subsequent unblocking of access.

13.11 AlpCaps may refuse to execute any instruction without explanation if it deems the instruction to violate legal or regulatory standards, market rules, or internal policies, without liability for any resulting damages.

13.12 AlpCaps reserves the right to reverse transactions or operations erroneously performed at any time.

13.13 Once issued, it may not be possible to cancel or modify an instruction. The Client acknowledges full liability for damages resulting from any attempt to rescind, withdraw, or amend an instruction that is being processed.

13.14 All communications from the Client must be conducted in the languages supported by AlpCaps, as specified on the platform.

Telephone

13.15 Prices quoted by AlpCaps over the telephone are indicative and may differ from those executed. Transaction prices are those recorded in the Client's account at the time of execution.

13.16 AlpCaps is not responsible for misunderstandings or miscommunications over the phone due to external factors such as poor connections or background noise.

Internet

13.17 AlpCaps enables the Client to execute transactions and perform other operations online and through mobile applications. Access to these services may occasionally be unavailable during maintenance periods as decided by AlpCaps.

13.18 The Client bears all responsibility for ensuring that their hardware and software are adequate for accessing AlpCaps' trading platforms and accounts.

13.19 Clients must be aware of the inherent risks associated with using AlpCaps' trading platforms, the company website, or the Internet in general, including the risk tied to the public nature of networks. Data transmitted between the Client and AlpCaps may cross international borders even if both parties are within the same country. Encryption may protect the data content, but the identities of the sender and receiver might still be traceable, potentially exposing them to third-party access.

13.20 AlpCaps expressly disclaims liability for any damages that may arise from transmission errors, system failures (including delays in instruction processing, misunderstandings, or duplications), system maintenance impacts, slowdowns, or technical issues leading to service interruptions. This disclaimer extends to disruptions caused by illegal actions such as hacking or deliberate network blockages like mail bombing or denial of service attacks, and it also covers errors, defects, or failures introduced by telecommunications providers, system operators, or the Client's own systems.

13.21 AlpCaps makes no warranties regarding the accuracy, completeness, or timeliness of data transmitted over the Internet, including account-related information or market data like stock prices or exchange rates, which should not be considered binding. Specific risks include:

Insufficient security measures or system knowledge, which could allow unauthorized access. Clients should secure their systems with reliable antivirus software and firewalls.

Potential monitoring by Internet service providers, which could reveal that the Client has accessed AlpCaps' services.

Risks associated with the use of the Client's devices by others. Clients are responsible for the security of their own systems, including safeguarding passwords and user IDs.

13.22 Clients should be aware of legal restrictions on certain software, including coding algorithms, especially regarding import and export laws of various countries. Clients are solely responsible for complying with such laws and for any legal consequences that may result from non-compliance.

Common Provisions / Liability

13.23 AlpCaps will exercise due diligence in verifying signatures on written instructions but is not required to perform additional identity verification measures. AlpCaps is not liable for damages resulting from forgery, identity errors, or third-party misuse.

13.24 The Client bears all risks associated with the use of postal, courier, telephone, email, fax, or other communication methods. This includes any damages from delays, misunderstandings, transmission errors, data losses, technical faults, system overloads, interruptions, or malfunctions. The Client is responsible for ensuring regular updates and security checks on their communication tools and systems.

14. CONFIRMATIONS, STATEMENTS, AND COMPLAINTS

14.1 Unless specified otherwise, confirmations of transactions and other operations will be accessible exclusively through the Client's online account at AlpCaps.

14.2 Clients are required to promptly review the accuracy of all statements, confirmations, reports, and other documents (collectively referred to as "Reports") issued by AlpCaps or made available through their account. Any grievances regarding the execution or failure to execute any orders, or any discrepancies noted in the Reports or Notices from AlpCaps, must be communicated in writing to AlpCaps' corporate headquarters at [AlpCaps' address] immediately upon receipt of the relevant document, but no later than thirty days from its receipt. Failure to raise issues within this timeframe will result in the acceptance of the transaction or report as accurate. The Client is responsible for any consequences resulting from delays in lodging such complaints.

14.3 If a Client anticipates a Report or Notice but does not receive it, AlpCaps should be informed without delay.

14.4 Any form of acknowledgment of a Report, whether express or implied, will be considered as confirmation of its accuracy, including any conditions or exceptions noted by AlpCaps.

15. LIABILITY

15.1 AlpCaps will fulfill its contractual and legal obligations to Clients with the level of care and diligence expected from a professional financial services provider. AlpCaps shall only be liable for direct losses incurred by the Client as a result of AlpCaps' fraudulent actions or gross negligence, in accordance with applicable laws and this Agreement. AlpCaps shall not be liable for any indirect, incidental, or consequential damages.

15.2 Specifically, AlpCaps disclaims liability for:

- a) Damages arising from the use of, or inability to use, AlpCaps' website, trading platforms, or other online services due to technical issues, interruptions, or errors.
- b) Delays, transmission failures, data corruption, or other errors in communications that occur during transactions or other operations.
- c) Losses caused by market conditions, price changes, or other economic factors that are beyond AlpCaps' control.
- d) Damages caused by the Client's failure to comply with security recommendations or by unauthorized third-party access to the Client's account.
- e) Losses resulting from system maintenance, server failures, or other technical disruptions.
- f) Any adverse effects resulting from force majeure events, such as natural disasters, government actions, wars, strikes, or other circumstances beyond AlpCaps' reasonable control.

15.3 AlpCaps' liability is further limited in cases where the Client's own actions or inactions contributed to the losses, including but not limited to:

- a) Failure to follow AlpCaps' security protocols.
- b) Providing incorrect or incomplete information.
- c) Ignoring AlpCaps' notices, recommendations, or instructions.

15.4 Clients are encouraged to utilize AlpCaps' tools and resources to mitigate potential risks associated with trading and investment activities. However, AlpCaps does not guarantee the success or profitability of any transaction, as the financial markets inherently involve risks.

16. INDEMNIFICATION

16.1 The Client agrees to indemnify and hold harmless AlpCaps, its affiliates, and their respective directors, officers, employees, and authorized agents (collectively referred to as the "Indemnified Persons") from and against any damages, liabilities, costs, or expenses (including, but not limited to, legal fees, travel costs, debt recovery fees, and administrative costs, as reasonably determined by AlpCaps) that may arise as a result of or in connection with:

- (i) The Client's failure to fully and timely fulfill their obligations under this Agreement or any related agreement.
- (ii) The Client's failure to comply with applicable laws and regulations, including those governing financial transactions and tax obligations.
- (iii) Actions taken by AlpCaps to safeguard its interests or to enforce the provisions of this Agreement or any associated transactions or agreements.
- (iv) An Event of Default (as defined in this Agreement).
- (v) Incorrect, incomplete, or misleading information or confirmations provided by the Client, particularly regarding their financial or tax situation.
- (vi) Freezing orders, attachments, seizures, or similar proceedings (civil, criminal, or administrative) relating to the Client's account(s).
- (vii) Any other events comparable to (i) through (vi) that result in damages, liabilities, or costs to AlpCaps or its affiliates.

16.2 The indemnities provided by the Client under this section are supplemental to any other rights, indemnities, or remedies available to the Indemnified Persons under the Agreement or applicable laws.

16.3 The obligations and indemnification rights outlined in this section shall survive the termination of this Agreement or any part thereof, ensuring that AlpCaps and its affiliates are protected from liabilities arising from past actions or omissions by the Client.

17. FEES AND CHARGES TO THE CLIENT

17.1 AlpCaps is authorized to debit any fees, commissions, and costs from the Client's account as stipulated in the fee schedule available on AlpCaps' website or as agreed upon in writing with the Client. These charges may include, but are not limited to, transaction fees, account maintenance fees, and service-related costs.

17.2 AlpCaps reserves the right to modify its fees, commissions, and costs at any time. Clients will be notified of such amendments through appropriate communication channels. Unless explicitly stated otherwise in the notification, these amendments shall be considered accepted if the Client does not raise a written objection within thirty (30) days from the date of the notification.

17.3 For services that are outside the standard offerings listed on the AlpCaps website or agreed upon in advance, but are requested by the Client or deemed in the Client's presumed interest, AlpCaps retains the right to determine reasonable compensation based on industry standards and experience. Such compensation will be debited directly from the Client's account.

18. MONEY LAUNDERING

18.1 The Client acknowledges and confirms awareness of the legal obligations and requirements imposed by applicable anti-money laundering (AML) laws and regulations. The Client agrees to fully cooperate with AlpCaps in meeting these requirements and ensuring compliance with all relevant legal and regulatory frameworks. Any additional obligations arising from applicable AML laws remain enforceable.

18.2 The Client agrees to provide AlpCaps with all requested information and documentation related to their identity, and, where applicable, the identity of any third party on whose behalf or account the Client is acting (e.g., the beneficial owner). This obligation extends to acting as an agent or intermediary for another party.

18.3 AlpCaps reserves the right to request further information and supporting details concerning the economic background and justification for:

- a) The Client's relationship with AlpCaps.
- b) The origin of assets held in the Client's account.
- c) Transactions and operations associated with the Client's account.

Should the Client fail to provide the requested information, or if AlpCaps determines the information is insufficient, AlpCaps may, without prior notice:

- a) Decline to execute the Client's instructions.
- b) Delay or suspend the execution of pending instructions.
- c) Freeze or block assets in the Client's account.
- d) Notify the relevant regulatory or legal authorities.
- e) Terminate the relationship with the Client.

18.4 AlpCaps shall not be held liable for any damages or losses incurred by the Client as a result of measures taken to ensure compliance with AML regulations, provided AlpCaps acts in accordance with applicable legal and regulatory provisions, as well as its internal policies and procedures.

19. RECORDING OF CONVERSATIONS

19.1 The Client explicitly consents to AlpCaps recording conversations conducted between AlpCaps and the Client via telephone, internet-based communication platforms, or other electronic means. This includes transcripts of conversations and communications between AlpCaps and the Client, their representatives, or other authorized parties associated with the Client's account. However, AlpCaps is not obligated to record such conversations.

19.2 All recordings and transcripts remain the property of AlpCaps. The Client acknowledges and agrees that such recordings may be used as evidence in disputes, compliance reviews, or when required by regulatory or legal authorities. AlpCaps reserves the right to disclose these recordings and transcripts at its discretion when deemed necessary or appropriate for legal, regulatory, or business purposes.

19.3 Recordings and transcripts will be handled in accordance with AlpCaps' standard practices and applicable data protection laws. These records may be retained for a specified period and destroyed periodically as part of AlpCaps' data retention policies. AlpCaps shall not be held liable for any failure to record conversations or for the unavailability of such records for any reason.

20. INTELLECTUAL PROPERTY

20.1 All copyrights, trademarks, trade secrets, and other intellectual property rights associated with AlpCaps' trading platforms, website, and related systems remain the sole and exclusive property of AlpCaps or its third-party licensors. Clients are granted only a non-exclusive, non-transferable right to access and use these systems and intellectual property as specified in the Agreement. Clients are expressly prohibited from copying, modifying, decompiling, reverse engineering, altering, or creating derivative works from AlpCaps' intellectual property or its operational systems. Any breach of this provision may result in legal action.

20.2 Clients are strictly forbidden from directly or indirectly using any device, software, or other means to manipulate or attempt to manipulate the functioning of AlpCaps' electronic systems, interfaces, data feeds, or software in any way. This includes, but is not limited to, actions designed to gain unauthorized access, alter system operations, or distort trading data. Violations of this clause will result in immediate termination of the Client's account and may lead to prosecution under applicable laws.

21. TERMINATION

21.1 Either the Client or AlpCaps may terminate any business relationship established under this Agreement at any time and without the need to provide reasons. The Client must submit a written termination notice to AlpCaps, while AlpCaps may issue its termination notice through any of the communication methods outlined in Section 14, including via the Client's account or trading platform. Unless explicitly stated otherwise in the notice, termination will take effect immediately.

21.2 If, at the time of termination, the Client's account contains Open Positions, the Client shall have ten (10) business days to close or transfer these positions. Should the Client fail to do so within this period, AlpCaps reserves the right to liquidate all Open Positions without liability for the resulting gains or losses. The terms of this Agreement will continue to apply to all such transactions until their conclusion.

21.3 Following termination, the Client must provide AlpCaps with clear instructions on the transfer of their remaining assets. If the Client fails to provide instructions within the timeframe specified by AlpCaps, the Company reserves the right to:

- a) Charge reasonable fees for the continued maintenance of the account.
- b) Arrange for the physical or electronic transfer of financial instruments to the Client's last known address or an alternate safe custody account, if available.
- c) Liquidate any remaining financial instruments and transfer the proceeds, along with any credit balances, to a location designated by a competent authority or send the proceeds to the Client's last known address via crossed cheque with debt-discharging effect.

21.4 The Client shall bear all costs and consequences associated with the transfer, liquidation, or delivery of assets as outlined in this section.

22. MISCELLANEOUS

22.1 AlpCaps reserves the right to amend this Agreement or any part thereof at any time. Clients will be notified of such amendments through appropriate communication channels. Unless explicitly stated otherwise, such amendments shall be deemed accepted if:

- a) The Client uses AlpCaps' trading platform or services after the amendments have been communicated; or
- b) The Client does not submit a written objection within thirty (30) days from the date of notification.

22.2 If any provision of this Agreement is deemed illegal, invalid, or unenforceable in any jurisdiction, the remaining provisions shall remain in full force and effect. AlpCaps and the Client shall endeavor to replace the invalid or unenforceable provision with a valid one that closely reflects the original purpose and intent. If a provision becomes invalid due to changes in laws, market rules, or regulations, it shall be modified or replaced to align with the new requirements.

22.3 In the event of the Client's death, AlpCaps reserves the right to request formal documentation, including a death certificate and certificate of inheritance, to verify the handling of the Client's account and assets.

22.4 The Client may not assign or transfer any of their rights or obligations under this Agreement, or any part thereof, without prior written consent from AlpCaps.

22.5 The failure or delay of AlpCaps to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision, nor compromise its enforcement or application in the future.

22.6 Unless otherwise specified, any special regulations or agreements between AlpCaps and the Client shall take precedence over these General Terms and Conditions. Specific terms within any agreement shall override general provisions unless explicitly agreed otherwise.

22.7 The term "Business Days" refers to the days AlpCaps provides its services, excluding Saturdays, Sundays, and public holidays observed at AlpCaps' primary business location.

22.8 Words denoting the singular include the plural, and vice versa. Words referring to one gender shall include all genders.

22.9 References to a "person" in this Agreement encompass both individuals and legal entities, as applicable.

22.10 References to AlpCaps within this Agreement shall include, where relevant, its directors, managers, officers, employees, successors, agents, affiliates, and other representatives, as well as associated group entities and their representatives.

22.11 References to laws, rules, or legal provisions within this Agreement include any subsequent amendments or updates made to such laws, rules, or provisions.

22.12 Translations of this Agreement are provided solely for the convenience of the Client. In the event of any conflict or discrepancy between the translated versions and the original English version, the English version shall prevail for interpretational purposes and legal matters.

