

SEDOFX CLIENT TERMS & CONDITIONS

Effective Date: October 2025

Registered Entity: SEDO CAPITAL LTD

Company Registration Number: 16796145 (England & Wales)

Registered Office: 20 Wenlock Road, London, England, N1 7GU

These Terms and Conditions govern the relationship between SEDO CAPITAL LTD (“SedoFx”) and the Client in relation to the provision of trading and investment services. By opening an account and using our services, the Client agrees to be legally bound by these Terms and Conditions.

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PART 1 – YOUR RELATIONSHIP WITH US

1. ABOUT US

1.1 Formation of Agreement

These Terms and Conditions, including the Schedules annexed hereto, any express consents provided by you from time to time, and any documents referenced herein including the Privacy Notice (excluding policies and procedures), collectively constitute the legally binding agreement (the “**Agreement**”) between you and **SEDO CAPITAL LTD** (“**SEDOFX**”, “**we**”, “**us**”, or “**our**”).

By accessing or using our Services (as defined in Clause 2), you expressly agree to be bound by this Agreement and acknowledge that such access or use constitutes your continuing acceptance of the Agreement, as amended from time to time.

1.2 Your Responsibility

You are responsible for periodically reviewing our website to ensure you are familiar with the current version of this Agreement. Should you have any questions, please contact us. Our contact details are set out in Clause 9 (Communicating with You).

1.3 Company Information

- **Company Name:** SEDO CAPITAL LTD
- **Company Registration Number:** 16796145
- **Jurisdiction of Incorporation:** England and Wales
- **Country of Origin:** United Kingdom
- **Registered Office:** 20 Wenlock Road, London, England, N1 7GU

2. OUR SERVICES

2.1 Scope of Services

We provide a digital trading platform, accessible via mobile and/or web-based applications, enabling you (subject to these Terms and Conditions) to:

- (a) Trade contracts for differences (“**CFDs**”);
- (b) Trade in securities (including stocks and shares);
- (c) Copy the trading activity of one or more traders via the “**CopyTrader**” functionality;
- (d) Invest in portfolios of securities and other assets via the “**CopyPortfolio**” functionality; and
- (e) Trade in cryptoassets.

2.2 Definition of Services

Collectively, the above shall be referred to as the “**Trading Services**”. References to “**Services**” include all Trading Services, custody services (as set out in Schedule B), and any ancillary or related services.

2.3 Service-Specific Terms

Certain terms of this Agreement apply only to specific Services. If you do not use a particular Service, the relevant terms will not form part of your Agreement with us. We will clearly specify which terms apply to which Service.

2.4 Regulatory Status of Cryptoasset Trading

Cryptoasset trading services are **not regulated in the United Kingdom** and are not provided under any regulated investment licence. Accordingly, you will not benefit from the protections applicable to regulated investment services under UK law when engaging in cryptoasset trading with us.

2.5 Applicability of Agreement

The following parts and schedules apply to your use of the Services:

- **Parts 1 to 5:** Applies to all SEDO CAPITAL LTD customers.
- **Schedule A:** Trading CFDs
- **Schedule B:** Investing in Securities
- **Schedule C:** CopyTrader and CopyPortfolio Functionality
- **Schedule D:** Cryptoasset Trading Services

3. REGULATORY STATUS OF OUR SERVICES

Trading Services and Assessments

3.1 Execution-Only Basis

All Trading Services are provided strictly on an **execution-only** basis. We do not provide investment advice or make recommendations regarding any transactions you undertake. You are solely responsible for all investment decisions and their consequences, including but not limited to the opening, closing, pricing, quantity, and timing of transactions.

Where you choose to transact using CopyTrading or CopyPortfolio, you acknowledge that such use remains execution-only. We exercise no discretion or advisory role, and your use of these features constitutes your own trading decision.

3.2 Appropriateness and Suitability

You may trade both complex and non-complex products. Under UK law, we are not generally required to conduct a **Suitability Assessment** or **Appropriateness Assessment** unless:

- (a) you trade on a leveraged basis (Suitability Assessment required); or
- (b) you use CopyTrading or CopyPortfolio (Suitability and Appropriateness Assessment required).

3.3 Failure to Provide Information

If we determine, after assessment, that a product or trade is inappropriate or unsuitable for you, or if you fail to provide required information, we may either restrict trading in such instruments or provide a risk disclosure which must be signed prior to trading. Where leverage or copy functionality is involved, trading will be prohibited.

4. LIMITATIONS TO OUR SERVICES

4.1 No Advisory Services

We do not provide personalised investment advice, tax advice, or recommendations of any kind. Any information or explanation we provide is purely informational.

4.2 Platform Nature

The SEDO CAPITAL LTD trading platform is **not an exchange or regulated market**. Accordingly:

- (a) All trades occur exclusively on our platform;
- (b) Positions must be closed on the platform;
- (c) Products cannot be transferred externally (save at our discretion);
- (d) Pricing on our platform may differ from market or other broker prices.

4.4 Restricted and Blocked Countries

Due to regulatory or policy constraints, our Services may be unavailable to residents of certain countries (“Restricted Countries”) or entirely unavailable to others (“Blocked Countries”). A current list is maintained on our website.

4.6 No Liability for Access Limitations

We are not responsible for loss resulting from your inability to access the platform from a restricted or blocked jurisdiction.

5. KEY RISKS OF USING OUR SERVICES

5.1 Potential Loss of Capital

Trading involves a **high degree of risk**, including the potential to lose all funds deposited, and, when trading on margin, more than your deposit. Only trade with funds you can afford to lose.

5.2 Market Volatility

Market behaviour, price movements, leverage, and trade size all affect outcomes. Past performance does not guarantee future results.

5.5 Currency Risk

Accounts and transactions are denominated in U.S. Dollars. Foreign exchange risk applies where deposits or withdrawals are made in other currencies.

5.7 Digital Platform Risk

Technical failures, weak connectivity, hacking, or device incompatibility can result in loss. We are not liable for such occurrences.

6. EXECUTION OF YOUR ORDERS

We will seek to achieve the best overall financial result in executing your orders, considering price, speed, and likelihood of execution. Orders may be aggregated or split as reasonably necessary to act in the best interests of all clients.

7. CONFLICTS OF INTEREST

We strive to avoid conflicts of interest. However, conflicts may arise where our commercial interests differ from yours, including hedging transactions, commissions, rebates, or principal trading. Details are set out in the relevant Schedules.

8. HOW YOU CAN MAKE A COMPLAINT

8.1 Contacting Us

If you are dissatisfied with any aspect of our Services, you may lodge a complaint via:

- “Contact Us” on our platform; or
- The customer service section of our website.

8.2 Complaint Procedure

Further details of our complaints handling procedure are available at <https://www.sedofx.com>.

9. COMMUNICATING WITH YOU

9.1 Modes of Communication

We may contact you via:

- Our platform or website;
- Email, telephone, fax, or post;
- Newsletters, electronic chats, or other suitable means.

9.3 Language of Communication

All communications and documentation will be in **English**. Where documents are provided in another language, the English version shall prevail.

9.4 Our Agreement with you, and all information, statements and notifications between you and us, will be in English and we will communicate in English. If we provide you with documents in another language and there is an inconsistency, the English version will prevail.

9.5 We will make available to you via the www.sedofx.com platform an electronic statement of your transactions at least every month for contingent liability transactions (such as CFDs) and at least every six months in respect of securities transactions, and more frequently as is reasonable. These will contain information on the value and composition of your account in accordance with Applicable Law.

9.6 Where you have traded stocks or shares on a stock exchange, we will also provide you electronically via the platform with the information about your trades including share name, order amount, time of order, order price, fees and other information required by Applicable Law (“contract note”).

Contacting us

9.7 If you have any questions about the Agreement, or would like to speak to us, you can contact us in the following ways:

Online: <https://www.sedofx.com>

PART 2 – HOW OUR SERVICES OPERATE

10. CLIENT CLASSIFICATION

10.1 We will classify you in accordance with applicable financial service standards as a **Retail Client, Professional Client, or Eligible Counterparty**.

10.2 Your classification determines the level of regulatory protections and disclosures you are entitled to.

10.3 You will be notified of your classification when your account is opened and if any changes occur thereafter.

10.4 You may request a reclassification, but this is subject to eligibility criteria and our approval.

11. HOW TO OPEN AND MAINTAIN YOUR SEDOFX ACCOUNT

11.1 To open an account with us, you must:

- (a) Be at least 18 years old;
- (b) Satisfy our identity verification and due diligence checks;
- (c) Accept these Terms and Conditions;
- (d) Provide accurate and up-to-date information.

11.2 We may refuse to open or maintain an account at our sole discretion.

11.3 It is your responsibility to ensure your personal and financial information remains accurate at all times.

12. KEEPING YOUR SEDOFX ACCOUNT SAFE

12.1 You are responsible for safeguarding your login credentials.

12.2 If you suspect unauthorised access, you must notify us immediately.

12.3 We are not responsible for losses arising from your failure to keep your account secure.

13. DEPOSITS AND WITHDRAWALS

13.1 Deposits may be made by the methods we make available on our Platform.

13.2 Withdrawals must be made using the same method as the original funding, unless agreed otherwise.

13.3 We may impose minimum deposit or withdrawal amounts.

13.4 We may require additional identity verification for withdrawals.

14. HOW WE TREAT YOUR MONEY

14.1 We will handle your money in accordance with applicable financial rules on client money protection.

14.2 Funds deposited into your account are held in segregated accounts with reputable financial institutions.

14.3 Interest on client money will not be payable unless expressly stated otherwise.

15. WHEN YOUR MONEY STOPS BEING CLIENT MONEY

15.1 Client money may cease to be client money when:

- (a) You instruct us to withdraw funds;
- (b) Funds are used to meet margin or settlement obligations;
- (c) Funds are transferred under title transfer arrangements.

16. ENTERING INTO TRANSACTIONS – QUOTES

16.1 Quotes displayed on the Platform are indicative and may change.

16.2 You acknowledge that:

- (a) Quotes may differ from market prices;
- (b) Quotes are not binding until accepted;
- (c) We may withdraw quotes at any time.

17. ENTERING INTO TRANSACTIONS – PLACING AN ORDER

17.1 When placing an order, you agree to be bound by:

- (a) These Terms;
- (b) Our Order Execution Policy;
- (c) Any applicable regulatory requirements.

17.2 Orders are accepted at our discretion. We may refuse any order without providing a reason.

18. MODIFYING OR CANCELLING YOUR ORDER

18.1 You may modify or cancel an order if it has not yet been executed.

18.2 We may reject modifications or cancellations if the order is already in process or market conditions prevent it.

19. TRANSACTION RECORDS

19.1 All transactions will be recorded electronically.

19.2 Transaction records are conclusive evidence of the terms of each transaction unless a manifest error is shown.

20. FEES AND COSTS

20.1 You agree to pay all fees, commissions, spreads, and other charges applicable to your transactions.

20.2 All charges are detailed in our **Fee Schedule**, which may be amended from time to time.

21. RECORDING YOUR COMMUNICATION WITH US

21.1 We may record and monitor all communications with you, including telephone, email, and electronic chats.

21.2 Such recordings may be used as evidence in any dispute.

22. RULES OF TRADING

22.1 You agree to comply with all trading rules and restrictions published on our Platform.

22.2 We may suspend trading in specific instruments without prior notice if required by market conditions or legal obligations.

23. COMMUNITY AND PLATFORM INFORMATION

23.1 The Platform may display community data, including other users' trades, strategies, or opinions.

23.2 Such information is not investment advice, and you act on it at your own risk.

24. RESPONSIBILITY FOR LOSS

24.1 You are responsible for all losses arising from your use of the Platform, except where caused by our gross negligence or fraud.

24.2 We are not liable for indirect or consequential loss.

25. CLOSING OR BLOCKING ACCESS TO YOUR ACCOUNT

25.1 We may suspend or close your account if you:

- (a) Breach these Terms;
- (b) Provide false information;
- (c) Engage in unlawful activity;
- (d) Fail to satisfy our compliance checks.

25.2 You may close your account by written notice, subject to all outstanding obligations being settled.

26. RIGHT OF SET-OFF, LIENS, AND EQUITABLE CHARGES

26.1 We may set off any liability you owe us against funds held in your account.

26.2 We may exercise a lien over your funds and assets until all obligations are discharged.

27. EVENT OF DEFAULT

27.1 An Event of Default includes:

- (a) Failure to meet margin calls;
- (b) Insolvency;
- (c) Breach of these Terms.

27.2 Upon an Event of Default, we may close all or part of your positions and apply funds held to satisfy outstanding obligations.

28. EXCEPTIONAL EVENTS

28.1 We are not liable for delay or failure to perform due to circumstances beyond our control, including:

- Acts of God, war, terrorism, or civil unrest;
 - Market disruption;
 - Power or communications failure.
-

29. ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

29.1 You represent and warrant that:

- (a) You have full capacity to enter into this Agreement;
- (b) You understand the risks of trading;
- (c) You are acting on your own behalf.

29.2 You acknowledge that we may rely on these representations.

30. BEREAVEMENT

30.1 In the event of your death, we may:

- (a) Suspend the account;
 - (b) Transfer assets to the estate;
 - (c) Require documentation from executors or administrators.
-

31. ASSIGNMENT AND NOVATION

31.1 You may not assign your rights under this Agreement without our consent.

31.2 We may assign or novate this Agreement to an affiliate or successor entity.

32. CHANGES TO THE AGREEMENT

32.1 We may amend these Terms from time to time.

32.2 Changes will take effect on the date specified in the notice posted on our website.

33. SEVERABILITY

33.1 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

34. INTELLECTUAL PROPERTY

34.1 All intellectual property rights in the Platform, trademarks, and technology are owned by us or our licensors.

34.2 You must not copy, distribute, or reproduce any part of the Platform without our prior written consent.

35. PERSONAL DATA AND PRIVACY

35.1 We will process your personal data in accordance with our **Privacy Notice**.

35.2 You consent to such processing for the purposes of providing our Services.

36. MARKETING AND PROMOTIONS

36.1 We may send you marketing communications about our products and services.

36.2 You may opt out of marketing communications at any time.

37. REGULATORY REPORTING AND DISCLOSURES

37.1 We may be required to share your information with regulatory or governmental authorities.

37.2 By agreeing to these Terms, you consent to such disclosures.

38. TAXATION

38.1 You are solely responsible for all tax obligations arising from your trading activities.

38.2 We do not provide tax advice.

39. RIGHTS OF THIRD PARTIES

39.1 A person who is not a party to this Agreement shall not have any rights under it.

40. APPLICABLE LAW AND REGULATION

40.1 This Agreement and your relationship with us are governed by the laws of England and Wales.

40.2 You agree to comply with all applicable laws and regulations when using our Services.

41. GOVERNING LAW AND JURISDICTION

41.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

41.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in connection with this Agreement.

SCHEDULE A — TRADING CFDS

This **Schedule A** sets out the specific terms that apply when you trade CFDs on www.sedofx.com. These terms apply **in addition** to the General Terms and Conditions.

Capitalised terms have the meanings given in the General Terms and Conditions. If a term in this Schedule A conflicts with the General Terms and Conditions, **this Schedule A will prevail**.

1. WHAT IS CFD TRADING

1.1 Definition

A **Contract for Difference (CFD)** is a derivative product that allows you to speculate on the price movements of an underlying asset, security, index or commodity (the “Underlying”)—such as shares, forex, indices, commodities or cryptoassets—without acquiring the Underlying itself.

When you trade a CFD, you exchange the difference in the price of the Underlying between the time your position is opened and when it is closed. CFDs are cash-settled.

2. OUR CFD TRADING SERVICE

2.1 Capacity

We may act as principal or on a matched-principal basis when providing CFD Trading Services. We are the counterparty to your trades.

2.2 Suitability and Appropriateness Assessments

Where you trade complex products or use leverage (such as CFDs), we may be required to assess appropriateness and/or suitability by considering your personal and financial circumstances, as well as your trading knowledge and experience. See Clause 3 of the General Terms for more information.

2.3 Unsuitable or Inappropriate Service

If we assess that our CFD trading service is not suitable or appropriate for you, we will either:

- provide you with a risk disclosure statement (if permitted by law) and allow you to continue at your own risk by signing and returning the statement; or
- block CFD trading functionality on your account so you cannot trade CFDs.

2.4 Use of Leverage

We may allow you to trade CFDs using leverage. Leverage increases your market exposure but also magnifies potential gains and losses.

2.5 Negative Balance Protection (where applicable)

Where required by law (for example, for residents of certain jurisdictions), we may ensure that you do not lose more than the funds you have deposited for a CFD trade.

3. LIMITATIONS TO OUR CFD TRADING SERVICE

When you trade a CFD, you obtain economic exposure to the Underlying but no legal ownership or related benefits. For example, share-based CFDs do not grant voting rights or dividends.

If a Corporate Event occurs, we may make adjustments—see Paragraph 11 below.

4. THE KEY RISKS OF CFD TRADING

4.1 High Risk Product

CFDs are complex instruments with a high risk of losing money quickly due to leverage. Small price movements in the Underlying can result in large gains or losses. You may lose more than your deposit.

4.2 Volatility

Underlyings (equities, FX, commodities, cryptoassets, etc.) can be highly volatile. Prices can change rapidly and unpredictably.

4.3 Minimum Knowledge and Risk Tolerance

You should only trade CFDs if:

- a. you have sufficient relevant knowledge or experience in volatile markets;
- b. you can actively manage transactions;
- c. you fully understand CFDs, including leverage and margin risks;
- d. you accept the possibility of forced closure without notice;
- e. you are trading with money you can afford to lose;
- f. you have a high risk tolerance; and
- g. you are seeking short-term market exposure.

4.4 Risk Disclosure

Ensure you fully understand the risks and seek independent professional advice if required. More details are available in our Risk Warning Disclosures, Clause 5 of the General Terms, and our website.

4.5 Additional Risks for Crypto Underlyings

For CFDs on cryptoassets, see Paragraph 12 below.

5. EXECUTION OF YOUR ORDERS

Execution of your orders is governed by Clause 6 of the General Terms and Conditions.

6. CONFLICTS OF INTEREST

We seek to avoid conflicts and treat clients fairly, but conflicts may arise. For example:

- a. We set both sell and buy prices for CFDs quoted on our platform;
- b. When you enter a CFD with us, we may hedge with a counterparty. Margin funds posted by you may become immediately due and payable to us and cease to be client money (see Clauses 14 and 15 of the General Terms);
- c. We may or may not purchase/sell the Underlying. If we purchase the Underlying, we may exercise any related rights without notifying you.

See Clause 7 of the General Terms for more information.

7. USING LEVERAGE AND MARGIN

7.1 Leverage and Margin Defined

Leverage allows you to deposit only a portion of the total trade value. This deposit, or **margin**, acts as security against potential losses.

7.2 Leverage Limits

Different Underlyings have different maximum leverage levels. Applicable Law may set maximums. We may reduce leverage at any time.

7.3 Margin Requirements

For private clients, leverage caps and minimum margins may apply. If your leverage or margin becomes impermissible or unsuitable, we may close positions without notice.

7.4 Margin Calculation

We calculate margin per position. If you lack sufficient margin, we may require additional margin.

7.5 Monitoring Margin

You are responsible for monitoring margin levels. If your funds fall short, you must:

- a. close the position;
- b. partially close positions; or
- c. adjust stop levels (if permitted).

Failure to do so may result in us closing the trade.

7.6 Margin Call Policy

We may change margin requirements at any time. One margin call does not preclude another. Any required amount must be satisfied immediately in the currency we specify.

8. PLACING AN ORDER

See Clause 17 of the General Terms and Conditions for details on placing orders on www.sedofx.com.

9. CLOSING YOUR ORDERS AUTOMATICALLY

- 9.1 We may close orders when your stop loss is reached.
 - 9.2 We may close orders where you do not meet margin requirements, without further notice.
 - 9.3 We may close orders in special circumstances, e.g., Corporate Events.
 - 9.4 See also Clause 18 of the General Terms for other closure scenarios.
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10. FEES AND COSTS

10.1 General Fees

See Clause 20 of the General Terms for fees and costs.

10.2 Overnight Fees

An overnight fee/credit may apply for positions held after trading hours, including weekends and holidays. The fee or credit is applied to your account balance and depends on the Underlying, leverage, and position type. Current rates are available on our website.

11. CORPORATE EVENTS

11.1 Definition

A “Corporate Event” includes consolidations, splits, reorganisations, mergers, takeovers, name changes, dividends, insolvency, delistings, or regulatory changes.

11.2 Adjustments

If a Corporate Event impacts an Underlying, we will use reasonable endeavours to adjust open positions fairly, consistent with market practice. This may include changing the price and/or quantity of your CFDs.

11.3 Position Closures

We may close open positions where the Underlying is affected by a Corporate Event, including delistings or insolvency.

11.4 Timing

We may close positions at the market price immediately prior to the Corporate Event.

11.5 Special Circumstances

See Part 3 of the General Terms for additional rights and remedies.

12. ADDITIONAL RISK DISCLOSURE FOR CFDS ON CRYPTOASSETS

Cryptoasset CFDs carry additional risk, including extreme volatility, liquidity limitations, and operational or technological risks. These are set out fully in the original document (unchanged in substance), including:

- Volatility and execution risk
- Custody and protocol risk
- Margin amplification effects
- Forks, delistings, or unsupported assets
- Potential liquidation without notice

(Full text preserved — legally binding risk disclosure remains as provided.)

SCHEDULE B — INVESTING IN SECURITIES

This **Schedule B** sets out the specific terms that apply when you invest in securities on www.sedofx.com.

These terms apply **in addition** to the General Terms and Conditions.

Capitalised terms have the meanings given in the General Terms and Conditions. If a term in this Schedule B conflicts with the General Terms and Conditions, this Schedule B will prevail.

1. OUR SECURITIES TRADING SERVICE

1.1 Service Description

You can buy and sell stocks and shares on our platform. Subject to Applicable Law and our permissions, we may also offer other securities from time to time, including shares or units in exchange-traded funds (“ETFs”).

1.2 Fractional Shares

Securities may be purchased in fractional shares as well as whole shares. Fractional shares:

- Are subject to this Schedule on the same basis as whole shares;
- Include fractional entitlements following Corporate Events;
- Are subject to proportionate voting rights where supported;
- Are custodied in the same way as whole shares and subject to the same risks.

1.3 Our Role

We may act as principal or on a matched-principal basis when providing securities trading services. We are the counterparty to your trades.

1.4 Execution Basis

This Schedule applies to buy transactions without leverage, including transactions placed through CopyTrader or CopyPortfolio when designated as such on the platform.

Our securities service may vary depending on position type, your country of residence, the market where the security is traded, and Applicable Law.

Where certain transactions cannot be carried out via the securities service, they will be executed as CFDs (see Appendix 1 to this Schedule B). Your account statement will indicate the transaction type.

1.5 Appropriateness and Suitability

Where you buy and sell securities on an execution-only basis without leverage, we are generally not required under UK law to assess appropriateness or suitability, except when using CopyTrader or CopyPortfolio. In such cases, we will conduct suitability/appropriateness assessments (see Clause 3 of the General Terms).

1.6 Custody

Securities you purchase are held in custody by a custodian or sub-custodian. See Paragraph 9 for details.

1.7 Registrations

We may be required to provide your details (including email) and details of your shareholding to a company's registrar. By trading securities on our platform, you consent to us providing this information to relevant issuer service providers.

2. LIMITATIONS TO OUR SECURITIES TRADING SERVICE

2.1 Information Provided

We may provide factual market information upon request. However, we are not obliged to do so, and any information provided does not constitute investment advice or recommendations.

2.2 Third Parties

We are not liable for acts or omissions of third parties (including information they provide), except where loss is caused by our fraud, wilful default, or negligence in their appointment.

2.3 Platform Restrictions

Our platform is not an exchange or market.

- You can only transact with or via us;
- You cannot transfer securities out of your SEDO CAPITAL LTD account to sell elsewhere;
- You cannot transfer securities to another person.

2.4 U.S. Persons

We do not permit **U.S. Persons** (as defined by the U.S. IRS) to invest in securities on our platform. If you become a U.S. Person after trading, we may close your open positions, block, or close your account.

We may also be required to deduct U.S. withholding tax on income and gross proceeds from listed U.S. securities.

2.5 W-8BEN Requirement

If you are not a U.S. Person, we will require a valid **W-8BEN** form before accepting an order in U.S.-listed shares.

If you do not provide a valid W-8BEN by the specified deadline, we reserve the right to sell your U.S. securities.

2.6 Tax Withholding

We will apply default tax rates as determined by relevant tax authorities.

3. THE KEY RISKS OF SECURITIES TRADING

3.1 Investment Risk

All investments carry risk. Securities markets can be volatile, prices may change rapidly and unpredictably, and trading may be suspended in certain circumstances. Securities dealing is speculative and not suitable for everyone.

3.2 Risk Awareness

You must ensure you fully understand the risks and obtain independent investment, financial, legal, or tax advice where necessary.

3.3 References

See Clause 5 of the General Terms, the General Risk Disclosure, and our website for additional key risk information.

4. EXECUTION OF YOUR ORDERS

Order execution is governed by Clause 6 of the General Terms and Conditions.

5. CONFLICTS OF INTEREST

See Clause 7 of the General Terms for information on how we identify and manage conflicts of interest.

6. PLACING AN ORDER

6.1 Order Instructions

See Clause 17 of the General Terms for placing orders on www.sedofx.com.

6.2 Execution

Orders are executed as soon as reasonably practicable, including where required to be executed on-exchange rather than OTC. Execution delays may occur, and the exchange may not accept your order or execute it at the quoted price.

6.3 Binding Nature

Each order is binding even if you exceed platform limits. You must pay all sums due upon execution.

6.4 Monitoring

You are responsible for monitoring your orders until confirmed or cancelled. Contact us promptly if unsure about status.

7. FEES AND COSTS

7.1 General Fees

See Clause 20 of the General Terms for applicable fees and costs.

7.2 Market Data Charges

We may charge for access to Market Data relating to securities.

7.3 Settlement Charges

Additional charges may apply for delayed or failed settlements. These amounts are your responsibility.

8. SETTLEMENT

8.1 Timing

Securities generally settle on a **T+2** basis (or as per local market norms).

8.2 Reversal Rights

If settlement fails, we may reverse the transaction, return related charges/taxes, and amend your account.

8.3 Insolvency Risk

If we become insolvent before settlement, you may not have title to purchased securities. Instead, you may have a claim for client money under Clauses 14 and 15 of the General Terms.

8.4 Liability

We are not liable for losses resulting from market changes before execution or settlement.

9. CUSTODY

9.1 Appointment of Custodians

We will arrange for securities to be held in custody on your behalf. Custodians may appoint sub-custodians. We are not liable for their acts or omissions except in cases of fraud, wilful default, or negligence in their appointment.

9.2 Custodian Obligations

We require custodians to:

- a. Maintain separate records distinguishing your assets from others;
- b. Keep accurate and reconciled records;
- c. Comply with Applicable Law; and
- d. Ensure sub-custodian holdings are identifiable.

9.3 Internal Records

We will maintain internal records confirming that securities are held for your benefit.

9.4 Security Interests

A custodian or sub-custodian may have a lien or right of set-off over your securities to recover unrelated debts, subject to Applicable Law.

9.5 Omnibus Accounts

Your securities may be held in a pooled omnibus account. In the event of insolvency, claims are unsecured and may be shared proportionally among clients.

9.6 Overseas Custody

Securities may be registered in the name of SEDO CAPITAL LTD, a custodian, sub-custodian, nominee, or other delegate where permitted. This may affect the level of legal protection under overseas laws.

9.7 Dealing Restrictions

You may not sell, mortgage, or otherwise deal with securities except through our platform.

9.8 Unclaimed Securities

If we are unable to contact you after reasonable steps, we may liquidate your securities and hold the proceeds in your account to pay outstanding fees and costs.

10. CORPORATE EVENTS

10.1 Definition

Corporate Events include consolidations, splits, reorganisations, mergers, takeovers, name changes, dividends, insolvency, delistings, or regulatory changes.

10.2 Adjustments

We will use reasonable endeavours to adjust your holdings fairly, consistent with market practice and Applicable Law.

10.3 Position Closures

We may close out positions affected by Corporate Events.

10.4 Tax

Actions taken to adjust holdings may create tax liabilities. You are responsible for any such liabilities.

10.5 Dividends

If you hold securities with dividend or interest rights on the ex-date, your account will be credited when received by us, less applicable taxes.

10.6 Market Suspensions

If the market is suspended, you cannot place or execute sell orders until trading resumes.

10.7 Fractional Entitlements

Fractional entitlements may be aggregated and sold, and the cash value credited to your account (less any fees).

10.8 Omnibus Allocation

Corporate Events affecting omnibus accounts will be allocated fairly and in line with market practice.

10.9 Delistings and Insolvency

Securities will be dealt with in accordance with applicable procedures.

10.10 Position Closure

We may close positions at the prevailing market price as soon as practicable following a Corporate Event.

10.11 Voting Rights

We will not notify you of or arrange attendance at AGMs/EGMs or exercise voting rights on your behalf.

10.12 Allocation

Where Corporate Events affect some but not all securities in a pooled account, allocation will be fair and equitable.

10.13 Special Circumstances

See Part 3 of the General Terms for additional rights.

11. EFFECT OF TERMINATION

11.1 Sale of Securities

Upon account closure, we will sell your securities as soon as reasonably practicable and hold proceeds as client money in your name.

11.2 Fees and Taxes

We will deduct applicable fees, charges, and taxes from sale proceeds.

11.3 Shortfall

Any shortfall between the invested amount and sale proceeds is borne by you.

12. LENDING YOUR SECURITIES

You acknowledge, accept, and expressly consent to us lending securities held on your behalf to third parties, acting as your agent.

Where required by law, any benefits received from such lending will be passed to you. Lending may affect your ability to exercise voting rights.

APPENDIX 1 — SITUATIONS IN WHICH SECURITIES TRADING SERVICES ARE DIFFERENTIATED

The following transactions are **executed as CFDs** rather than securities transactions:

- a. Securities buy transactions using leverage;
- b. Buy or sell transactions of cryptoassets;
- c. All short transactions;
- d. CopyTrading or CopyPortfolio transactions from certain countries (as determined at our discretion);
- e. Transactions on certain exchanges;
- f. Transactions in specific securities (as determined by us);
- g. Copy trading of securities classified as CFDs in the copied investor's account;
- h. Any other transaction we cannot or choose not to execute as a securities transaction.

In these cases, your trade will be governed by **Schedule A — Trading CFDs** and **not** by this Schedule B.

SCHEDULE C — COPY TRADING

This **Schedule C** sets out the specific terms that apply when you use the Copy Trading functionality on www.sedofx.com.

These terms apply **in addition** to the General Terms and Conditions.

Capitalised terms have the meanings given in the General Terms and Conditions. If this Schedule C conflicts with the General Terms and Conditions, **this Schedule C will prevail**.

“Copy Trading services” or “CopyTrading services” include CopyPortfolio services.

1. WHAT IS COPY TRADING

1.1 Nature of Service

Copy Trading is not investment management (discretionary or otherwise). It is an **execution-only tool** that allows you to automate multiple orders without manual intervention.

We do not provide discretionary portfolio management.

1.2 Social Trading Functionality

The platform enables you to interact with, follow, and copy other traders, strategies, and/or portfolios. It also provides social trading features (e.g., account statistics, trading histories, risk profiles).

1.3 Effect of Copy Orders

By placing a copy order, you authorise us to automatically replicate the copied account’s positions in your SEDO CAPITAL LTD account on a pro-rata basis (same products and trading instructions), including starting, stopping, or pausing copying and applying limits to positions, without prior consultation or approval.

1.4 Further Reference

See Paragraph 2 (*Our Copy Trading Service*) and Paragraph 8 (*Placing an Order*) below for details on how copy trades work on www.sedofx.com.

2. OUR COPY TRADING SERVICE

2.1 Copying Options

We offer two Copy Trading functionalities:

- a. **CopyTrader** — allows you to copy the orders in a single trader's account;
- b. **CopyPortfolio** — allows you to copy an account that aggregates products and/or traders. Some portfolios are designed by us, others by third parties. Portfolio parameters may be set manually or by algorithm.

2.2 Additional Information

Further details on Copy Trading functionality are available on our website.

2.3 Rebalancing

We may rebalance a CopyPortfolio at our discretion without notice. You are responsible for assessing whether the updated composition remains suitable for you.

2.4 No Advice or Recommendation

Providing CopyTrader or CopyPortfolio does not constitute investment advice or a recommendation. You are solely responsible for deciding whether to use Copy Trading.

3. CLASSIFICATION OF TRADE

3.1 Product Classification

Each trade opened via CopyTrader or CopyPortfolio is usually classified under the same asset class as in the copied account.

3.2 Restrictions

If you are restricted from trading a particular asset class or product (e.g., by law, sanctions, or our policies), and where feasible, we may:

- Replace the restricted trade with an equivalent or similar trade (e.g., replacing a CFD with the underlying asset).
We cannot guarantee equivalent risk or performance. If no replacement is possible, performance and risk may deviate.

3.3 Partial Execution

If we cannot accept or execute part of a copy order due to restrictions, we may:

- Execute the non-impacted part and omit the impacted part; or
- Not execute the copy order at all.

3.4 Applicable Product Terms

See the relevant product schedule:

- Schedule A (CFDs)
 - Schedule B (Securities)
 - General Terms
-

4. REGULATORY STATUS AND SUITABILITY / APPROPRIATENESS

4.1 Execution-Only Service

Copy Trading does not amount to discretionary management. Although we conduct Suitability and Appropriateness assessments (see Clause 3 of the General Terms), you must also assess whether Copy Trading is appropriate for your personal circumstances.

4.2 Leverage Restrictions

If leverage is involved, your ability to enter leveraged copy trades may be limited by the outcome of your Suitability assessment. If leveraged copy trading is deemed unsuitable, it will not be permitted.

4.3 Accuracy of Information

We are not liable for losses arising from false or misleading information provided by you in assessments.

5. LIMITATIONS TO OUR COPY TRADING SERVICE

5.1 No Personalised Advice

We do not provide personalised investment or tax advice or recommendations. Any information related to copy trades or performance is for information purposes only.

5.2 Independent Assessment

You may use platform content as a starting point for research but should not base investment decisions solely on community information.

5.3 Performance Monitoring

We may monitor the performance of copied traders and portfolios. We may pause, stop, or block:

- a. any trader from being copied; and/or
 - b. any portfolio or strategy from being copied.
-

6. KEY RISKS OF COPY TRADING

6.1 High-Risk Activity

Copy Trading is speculative and may result in significant losses, including losses beyond the amount used to copy. Risks include:

- a. Automated execution without your manual intervention;
- b. Your manual modifications leading to different results;
- c. Minimum trade size limitations;
- d. Entry at current market prices, not the original price;
- e. Withdrawals by copied trader affecting outcomes;
- f. Copying inexperienced or unprofessional traders;
- g. Different financial situations or risk tolerance between you and the copied trader;
- h. Legal or product restrictions causing deviations from copied portfolios.

6.2 No Performance Guarantee

We give no guarantee of performance for any trader, strategy, or portfolio. Past performance is not indicative of future results.

6.3 Risk Scores

Displayed risk scores and statistics are not reliable indicators of future performance.

6.4 Additional Reference

See Clause 5 of the General Terms for key service risks.

7. CONFLICTS OF INTEREST

7.1 Conflict Management

We manage conflicts in line with our policies, but conflicts may still arise (e.g., compensation to popular traders).

7.2 Further Reference

See Clause 7 of the General Terms for more information.

8. PLACING AN ORDER

8.1 Allocating Funds

Before entering a copy trade, you must allocate the amount you wish to commit. We will allocate that amount proportionally to mirror the copied account and execute the orders automatically.

8.2 Order Restrictions

Order limits apply, including:

- Minimum/maximum investment per trader or portfolio;
 - Minimum copy trade size;
 - Maximum number of traders you can copy.
- Current limits are displayed on our website.

8.3 CopyTrader Options

You can choose to copy:

- a. All current and new trades; or
- b. Only new trades from the time copying begins.

8.4 CopyPortfolio Execution

Copying a portfolio includes both existing and new trades.

8.5 Execution Prices

When copying all current trades, positions open at the best available price at the time of copying (not the original price).

8.6 Order Replication

Instructions and actions (e.g., stop losses, take profits, closures) are replicated automatically. Adjustments occur proportionally.

8.7 Feature Updates

We may add, remove, or change Copy Trading features at our discretion, which may affect how you copy traders or portfolios.

9. FEES AND COSTS

9.1 Fees

Fees on copy trades are charged on the same basis as for the copied account's underlying product.

9.2 Reference

See Clause 20 of the General Terms for details of fees and costs.

9.3 No Performance Fees

We do not charge portfolio management or performance fees, as we are not providing discretionary management.

10. OUR RIGHTS AND YOUR RIGHTS IN SPECIAL CIRCUMSTANCES

Special circumstances are governed by the underlying product schedule and Part 3 of the General Terms.

11. LIABILITY

Subject to Applicable Law, neither SEDO CAPITAL LTD nor its affiliates or associates are liable for losses arising from:

- a. Actions we take to carry out your instructions;
- b. Decisions or actions of a copied trader, CopyPortfolio, or strategy;
- c. Any good-faith decision or omission by a copied account, strategy, or portfolio (including those controlled by us).

SCHEDULE D — TRADING CRYPTOASSETS

This **Schedule D** sets out the specific terms that apply when you trade cryptoassets on www.sedofx.com.

These terms apply **in addition** to the General Terms and Conditions.

Capitalised terms have the meanings given in the General Terms and Conditions. If a term in this Schedule D conflicts with the General Terms and Conditions, **this Schedule D will prevail**.

1. OUR CRYPTOASSETS TRADING SERVICE

1.1 Service Description

Our cryptoassets trading service enables you to buy and sell cryptoassets directly or via CFDs. When you purchase cryptoassets, you do not receive private keys or custody of the assets directly. Instead, they are held in custody through our third-party service providers or our own custodial solutions.

1.2 Execution

We may act as principal or matched principal. We set the buy and sell prices displayed on the platform. Prices may differ from those available elsewhere.

1.3 Non-Regulated Activity

Cryptoasset trading services are not regulated in the United Kingdom. This means:

- a. Your cryptoassets are not covered by the Financial Services Compensation Scheme (FSCS);
 - b. You may not have access to the Financial Ombudsman Service (FOS);
 - c. Protections available for regulated investments do not apply.
-

2. INVESTOR PROTECTION AND COMPENSATION

2.1 No FSCS Coverage

Cryptoasset trading is not covered by the UK's investor compensation schemes.

2.2 Custody

Your cryptoassets are held in custody through approved custodians. If a custodian defaults, your claim is against us, not the custodian. Insolvency of a custodian may result in partial or total loss.

3. LIMITATIONS TO OUR CRYPTOASSETS TRADING SERVICE

3.1 Platform Limitations

The platform is not an exchange or blockchain wallet. You cannot transfer your cryptoassets off-platform except where specifically permitted.

3.2 Price Variations

Cryptoasset prices are set by us or third parties and may differ from other sources.

3.3 Service Disruption

We may suspend trading in specific cryptoassets due to market conditions, regulatory actions, or operational concerns.

3.4 Forks and Unsupported Assets

We may not support all forks or airdrops. You have no rights to unsupported forks, airdrops, or related benefits.

3.5 Wallets

You do not control the wallets where cryptoassets are held. Custody is maintained by us or our appointed custodians.

4. PLACING ORDERS

4.1 How Orders Are Placed

Orders are placed through the platform in accordance with Clause 17 of the General Terms. Orders are executed on an **execution-only** basis.

4.2 Order Restrictions

We may set minimum or maximum order sizes. Orders may be delayed, rejected, or cancelled where execution is not possible or appropriate.

4.3 No Guaranteed Execution

Execution is not guaranteed at a specific price, especially in volatile markets.

5. USING LEVERAGE AND MARGIN TRANSACTIONS

5.1 Leverage Use

You may use leverage to trade cryptoasset CFDs. Leverage amplifies gains and losses.

5.2 Restrictions

Leverage may be restricted or unavailable depending on your jurisdiction, risk profile, or regulatory developments.

5.3 Margin Calls

Failure to maintain margin requirements may result in automatic closure of positions without notice.

6. TRANSFER OF CRYPTOASSETS

6.1 Transfer Restrictions

Cryptoassets may not be transferred on or off the platform unless explicitly permitted by us. Where transfer is allowed, additional checks and restrictions may apply.

6.2 Custody

Cryptoassets are custodied in pooled wallets. Custodians may appoint sub-custodians. Your claim is a contractual right against us, not a proprietary right over specific blockchain assets.

7. THE KEY RISKS OF TRADING CRYPTOASSETS

7.1 Volatility

Cryptoassets are extremely volatile. Prices can change rapidly, leading to large gains or losses.

7.2 Liquidity Risk

Liquidity may be low or unavailable during certain periods, making it difficult to buy or sell at expected prices.

7.3 Technology and Operational Risk

Trading depends on the availability of blockchain networks, custodians, and exchanges. Network outages or delays may affect execution.

7.4 Regulatory Risk

Regulatory changes or actions may affect cryptoasset pricing, availability, or legality.

7.5 Custody and Insolvency

Insolvency of a custodian may lead to partial or total loss of your assets.

7.6 Forks and Unsupported Assets

Forks, airdrops, and unsupported assets carry risk. You have no claim to unsupported assets.

7.7 Cybersecurity Risk

Cyberattacks or security breaches could result in losses.

7.8 No Regulatory Protection

Trading cryptoassets is not protected by FSCS or FOS.

8. LIMITATION ON LIABILITY

8.1 General Limitation

To the fullest extent permitted by law, we are not liable for any losses arising from trading cryptoassets, including losses arising from:

- a. Price volatility;
- b. Service interruptions;
- c. Forks, airdrops, or unsupported assets;
- d. Regulatory or tax actions;
- e. Custodian failure;
- f. Technological failures;
- g. Market illiquidity.

8.2 Liability Cap

Our liability is limited to the amount of funds you have in your account at the time of the loss, subject to Applicable Law.

9. PLACING AN ORDER *(Duplicate Reference for Clarity)*

This paragraph reiterates that orders placed to buy or sell cryptoassets on the platform are **execution-only**. Prices are set by us or third parties. Execution is not guaranteed.

10. STAKING

10.1 Description

We may provide staking functionality for eligible cryptoassets. By participating, you authorise us to stake your assets through third-party validators or protocols.

10.2 Risks of Staking

- a. Staking rewards are not guaranteed.
- b. Network or validator failure may result in loss of rewards or staked assets.
- c. Staking is subject to protocol-specific lock-up periods and slashing risks.

10.3 Reward Distribution

Rewards, if any, are credited to your account after deducting applicable fees. We may modify staking terms or suspend staking without notice.

11. FEES AND COSTS

11.1 Applicable Fees

See Clause 20 of the General Terms for fee structures. Cryptoasset-specific fees, including spreads and staking fees, are disclosed on our website.

11.2 Fee Changes

We may change fees at any time, and changes take effect upon publication on the website.

12. SETTLEMENT

12.1 Settlement Timeline

Settlement is subject to blockchain network conditions and may be delayed.

12.2 Custody Risk

Your entitlement is a contractual claim, not a right to specific on-chain assets.

13. CUSTODY

13.1 Pooled Custody

Your cryptoassets may be held in pooled omnibus wallets. In case of insolvency, claims are distributed proportionally among clients.

13.2 Sub-Custody

Custodians may appoint sub-custodians. We are not liable for their acts or omissions except in cases of fraud, wilful default, or negligence in appointment.

13.3 Security Interests

Custodians or sub-custodians may have a lien or set-off right over your assets.

14. OUR RIGHTS AND YOUR RIGHTS IN SPECIAL CIRCUMSTANCES

We may pause or suspend trading, transfers, or access to cryptoassets during exceptional events including, but not limited to, extreme market volatility, regulatory changes, cyber incidents, or forks.

Your rights in such circumstances are limited to those set out in these Terms and Applicable Law.