



EPIC PIPS LTD

a private limited company incorporated in and existing under the laws of Saint Lucia, with registered address, Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

TERMS AND CONDITIONS November 2024

IMPORTANT NOTICES PLEASE READ CAREFULLY

EPIC PIPS LTD. PROVIDES AN EXECUTION-ONLY SERVICE UNDER THESE TERMS AND CONDITIONS.

FOREIGN EXCHANGE (FX) AND CONTRACTS FOR DIFFERENCE (CFDs) ARE COMPLEX FINANCIAL INSTRUMENTS WITH A HIGH RISK OF RAPIDLY LOSING MONEY DUE TO LEVERAGE. YOU SHOULD CONSIDER WHETHER YOU UNDERSTAND HOW FX AND CFDs WORK AND WHETHER YOU CAN AFFORD POTENTIAL LOSSES. A DETAILED EXPLANATION OF THE RISKS ASSOCIATED WITH THESE TRANSACTIONS IS AVAILABLE IN OUR RISK WARNING DISCLOSURE ON OUR WEBSITE. PLEASE ENSURE YOU FULLY UNDERSTAND THESE RISKS BEFORE OPENING OR CLOSING A POSITION WITH US.

IMPORTANT SUMMARY

These terms and conditions ("the Terms") define the contractual agreement between you and us for the provision of our services. The Terms govern each Position you open or close with us.

An up-to-date and definitive version of these Terms (as amended, restated, or supplemented from time to time) is available on our [Website](#).

Trading in our Products may not be suitable for everyone. We recommend that our Products be traded only by individuals who:

1. Are capable of bearing a 100% loss of all funds invested; and
2. Have a high tolerance for risk.

Risks

The value of underlying financial instruments to which you gain exposure via a CFD or other Product may fluctuate. You should understand the risks involved in trading our Products and seek independent advice if necessary.

Our Products are leveraged, which involves a higher level of risk than direct investment in the underlying financial instruments (such as traditional share trading). As such, our Products may not be appropriate for all clients.

No Ownership Interest in Underlying Financial Instruments

Trading our Products does not provide you with any rights to the underlying financial instrument. For instance, if the Product is a share CFD, you will not hold an interest in the actual share, nor does the CFD grant you any ownership rights over the underlying share.

Additionally, your trading with us is not conducted on an exchange or Market. We act as a counterparty to each Position, which means your Positions are notional and cannot be transferred.

Responsibility for Your Decisions

We provide an execution-only service. We do not and will not offer advice or manage any aspect of your



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Position, portfolio, or trading strategy. You must rely on your own judgment or discretion (or that of an independent third-party advisor) when deciding whether to open or close a Position.

Acting as Principal

We will interact with you on the basis that you are acting as a principal, not as an agent on behalf of an undisclosed party. This means we will treat you as our client, and the funds in your account as belonging to you. You will be directly and personally responsible for fulfilling the obligations under each Position you open or close.

If you act on behalf of another person, whether or not you disclose this to us, we will not accept that person as an indirect client and will not owe them any obligation. Additionally, if someone else operates your account on your behalf, we reserve the right to terminate these Terms or close any open Positions without prior notice.

Complaints

We take complaints seriously and have procedures in place to ensure they are addressed promptly and fairly. If you wish to make a complaint, please contact us in writing using the communication methods provided below. We will aim to investigate and resolve your complaint within forty days. Details of our complaint procedure are available on our website.

Market Abuse

By trading with us, you may be subject to various market abuse regulations. Accordingly, you must not engage in any trading activity that could be considered Market Abuse.

If you conduct activities that are reasonably deemed improper or abusive, we reserve the right to void or cancel part or all of your Positions, close all of your trading accounts, terminate these Terms, seize any improperly earned profits, or take any other action we consider appropriate.

DISCLAIMER

THIS SECTION PROVIDES A SUMMARY OF KEY TERMS THAT GOVERN OUR RELATIONSHIP WITH YOU. IT IS NOT EXHAUSTIVE AND SHOULD NOT BE RELIED UPON SOLELY FOR DECIDING TO ENTER INTO THESE TERMS OR TO OPEN OR CLOSE A POSITION WITH US. YOU MUST READ THE ENTIRETY OF THESE TERMS BEFORE ACCEPTANCE.

SECTION 1: ACCOUNT OPENING

Accepting You as a Client

Client onboarding includes various processes to assess the suitability of your application to become a client. We reserve the right to decline an application at our sole discretion without providing a reason.

KYC and CDD Checks

1.2.1 Before opening your account (and periodically thereafter), we will conduct or update Know Your Customer (KYC) and Customer Due Diligence (CDD) checks in compliance with Applicable Regulations and our internal policies. You agree to provide all information we require promptly.

1.2.2 You acknowledge that we may use third-party organizations to verify the information you have provided.

No Responsibility for Actions of an Introducing Party

If a third party (an "Introducing Party") introduces you to us, you acknowledge and agree that:

- (a) Our responsibility is limited to providing our execution-only Services.
- (b) We do not have any responsibility for, or obligation to verify, the conduct, actions, representations, or advice of an Introducing Party, even if you relied on it when entering or managing a Position.
- (c) Subject to local regulations, we are not required to verify the legal standing or regulatory status of an Introducing Party.



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- (d) Unless we have explicitly stated otherwise in writing:
 - (i) An Introducing Party is independent of us.
 - (ii) An Introducing Party is not our agent, representative, or affiliate.
 - (iii) An Introducing Party is not authorized to make representations about us, our affiliates, or our services.

Operating Your Account via an Authorized Third Party

1.4.1 To appoint an Authorized Third Party to operate your account, you must sign an appointment letter and a limited power of attorney (in a form acceptable to us) addressed to the Authorized Third Party and us. This letter and power of attorney will form part of these Terms.

1.4.2 If you choose to appoint an Authorized Third Party, you do so at your own risk.

1.4.3 You remain liable for all acts or omissions by an Authorized Third Party. We will rely on orders or instructions from the Authorized Third Party and will act on them in good faith without further inquiry into their compliance.

Account Security

1.5.1 You are responsible for keeping your Security Information confidential.

1.5.2 Other than when securely accessing your account, we (including our employees and affiliates) will never ask for your Security Information. We will never request your username or password, and you agree not to disclose this information to anyone.

SECTION 2: OUR ACTIVITIES AND SERVICES

Our Business Model

2.1.1 Execution-Only Service: We operate on an execution-only, non-advisory, and non-management basis. We do not provide advice on the merits of Positions, deposit or withdrawal timing, tax implications, or any management services.

2.1.2 Straight-Through Processing (STP) Broker: We are a straight-through processing broker, quoting prices provided by certain Liquidity Providers through our Electronic Trading Services. These quotes represent prices at which we are prepared to deal with clients.

2.1.3 Quotes Are Indicative Only: Any quote provided is indicative and does not constitute an offer to open or close a Position at the quoted price. A Position is opened at the quoted price only once an Order is accepted by us.

2.1.4 No Reliance: We do not and are prohibited from providing:

- (a) Advice on the merits of a Position.
- (b) Recommendations related to an open Position.
- (c) Investment, legal, regulatory, accounting, or tax advice regarding a Position.

You should not rely on any opinion, research, or analysis published by us or our affiliates as being a recommendation or advice.

2.1.5 Information as General Guidance Only:

In our discretion, we may provide:

- (a) Information on a Position, including procedures, risks, and risk management methods.
- (b) Market views, trading ideas, or other information about our Products and Services.



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This information is not a recommendation or advice on the suitability of any investment.

2.1.6 Independent Appraisal: When you place an Order, you represent that you have independently assessed the risks involved and have the necessary knowledge or professional advice to evaluate the investment.

2.1.7 No Fiduciary Duty: Unless explicitly agreed in writing, our provision of Services does not create any fiduciary or agency relationship between us and you.

Investment Services and Activities

We offer the following investment services:

- (a) Trading in global markets.
- (b) Trading in local markets.

Products

Our list of Products is updated on our Website. We determine which Products to offer based on internal policies and discretion and do not guarantee availability.

Communications on Our Services and Products

We may contact you to discuss our Services and Products, and you agree that we may call you without an express invitation to do so. We may also provide you with general trading recommendations, market commentary and other information on our Platform, Website, through electronic communications or otherwise and you agree that we may contact you in such a way without an express invitation to do so. The fact that we make such a call or otherwise contact you does not imply that we consider our Services or Products suitable for you or that we are providing you with a personal recommendation or advice.

SECTION 3: PLACING AN ORDER

Overview

3.1.1 You may open or close a Position with us (whether as a “buy” or “sell”) by placing an Order at the quoted price.

3.1.2 Quotes are based on either:

- (a) The bid and offer price of the applicable instrument on the Underlying Market, or
- (b) The bid and offer price quoted on the Platform.

3.1.3 Quotes are valid only at the time they are provided and are subject to change. Spreads, market conditions, and Position costs may fluctuate significantly based on current market conditions and our quoted price.

Placing an Order

3.2.1 Orders can be placed electronically through the Platform, unless we notify you that an alternative method is required.

3.2.2 We act on an Order only once we have received it. We are not liable for any losses or damages from delays or non-receipt of an Order.

Right to Decline an Order

We may decline an Order at our discretion without providing a reason. If we decline an Order, we will make reasonable efforts to inform you but will not be liable for any expenses, losses, or damages from the omission of notification.



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Amending and Canceling Orders

3.4.1 Orders may only be withdrawn or amended with our consent.

3.4.2 A cancellation request will only be accepted if we have not acted on the Order.

Order Handling and Execution Policy

3.6.1 We execute Orders in accordance with our Order Execution Policy, available on our Website. By accepting these Terms, you consent to the Order Execution Policy.

3.6.2 We will make reasonable efforts to execute Orders promptly but cannot guarantee execution. Orders will only be executed when the relevant Market or Underlying Market is open. If an Order is received outside of Market hours, it will be processed when the Market next opens. This may result in a less favorable price, for which we are not liable.

Order Aggregation

3.6.3 We reserve the right to aggregate your Order with Orders from other clients for execution as a single Order. Aggregation may sometimes result in a less favorable price, and we are not liable for any such outcomes.

Authority to Act on Orders

3.7.1 You authorize us to act on Orders given through approved channels, including the Platform, live chat, phone, email, or instant messaging.

3.7.2 By placing an Order, you agree to:

- (a) Hold us harmless from losses, costs, fees, damages, expenses, claims, or liabilities resulting from our acting on your instructions.
- (b) Bear the risk of unauthorized or fraudulent Orders and indemnify us for any resulting liabilities.

3.7.3 We reserve the right not to act on an Order if we reasonably believe:

- (a) The person giving the Order exceeded their authority, or
- (b) Acting on the Order would violate applicable regulations, our Policies, or these Terms. If we accept an Order and later suspect a breach, we may, at our discretion, close out the Position at the prevailing price or treat the Position as void.

3.7.4 We are not obligated to verify the authority of any person who purports to act on your behalf.

Control of Orders

We have the right, at our discretion, to set limits or parameters on your ability to place Orders. These limits may be amended, increased, decreased, removed, or added, and can include:

- (a) Margin requirements.
- (b) Maximum Order amounts and sizes.
- (c) Our total exposure to you.
- (d) Control over the price at which an Order may be submitted, including Orders that deviate from market prices.
- (e) Any other limit or parameter that may be required under Applicable Regulations, Policies, or these Terms.

Position Limits

A limit on your Positions may be imposed by a Market or Underlying Market. We may require you to limit the number of open Positions at any time, and may, at our discretion, close out Positions to maintain these limits.



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Trading Relationship

Our trading relationship with you is subject to the following:

- (a) Terms and conditions of the Market or Underlying Market, including any brokers or clearing agents involved.
- (b) Applicable Regulations.
- (c) Our Policies.
- (d) Additional terms mutually agreed upon.

Market Actions

If a Market or Underlying Market takes an action affecting a Position, becomes insolvent, or is suspended, we may take any action deemed necessary to mitigate losses, and these actions are binding on you.

If a Market or Underlying Market makes an inquiry regarding you, an Authorized Third Party, or a Position, you agree to cooperate and provide requested information in accordance with regulatory requirements.

Governmental, Regulatory, and Law Enforcement Actions

If any governmental, regulatory, or law enforcement authority takes an action affecting our relationship or a Position, we may take necessary action at our discretion. If any such authority requests information about you or a Position, you agree to cooperate and provide the necessary information to us and the authority.

Confirmations

We will send you a confirmation at the end of each trading day detailing the Positions opened or closed that day. Confirmations will be available on the Platform or other designated electronic medium. You are responsible for notifying us if you do not receive a confirmation or if it contains errors. Absent manifest error, confirmations are binding unless you object in writing within five Business Days of receipt or we notify you of an error within the same period.

Market Abuse and Conduct

If we reasonably believe that you or an Authorized Representative has engaged in, or attempted, Market Abuse (such as manipulating quotes, our execution process, or the Platform), we may, at our discretion, take the following actions without prior notice:

- (a) Claim any money owed under a Position.
- (b) Void or cancel all open Positions from their inception.
- (c) Withhold or set off funds suspected to result from Market Abuse.
- (d) Close open Positions.
- (e) Adjust the Equity in your Account.
- (f) Suspend or terminate your Account.
- (g) Terminate these Terms without a court order.
- (h) Take other actions as deemed appropriate.

You agree not to engage in Market Abuse or encourage others to do so. You represent and warrant that you understand the Applicable Regulations regarding Market Abuse and acknowledge that we may monitor your Orders and have a legal obligation to report certain activities to authorities.

Anti-Money Laundering (AML)

3.15.1 You represent, warrant, and undertake that, upon placing each Order or opening/closing a Position:

- (a) You comply with all applicable AML legislation, regulations, and guidance.



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- (b) The funds received by us do not represent proceeds from criminal or terrorist activities or similar offenses.

3.15.2 We reserve the right to cease acting on your behalf without explanation if required for AML compliance, without liability for any associated losses or damages.

SECTION 4: EQUITY, MARGIN, AND LEVERAGE

Equity, Margin, and Free Margin

4.1.1 *Equity* refers to the total funds in your account at any given time, reflecting deposits, withdrawals, realized profits and losses, and floating profits or losses on open Positions.

4.1.2 *Margin* is the portion of your Equity allocated to open one or more Positions. It is not deducted from your Equity but is required to secure a Position.

4.1.3 Margin cannot be used to open additional Positions or be withdrawn from your account.

4.1.4 *Free Margin* is the portion of your Equity not used as Margin. Free Margin may be used to open another Position or can be withdrawn from your account.

Margin Calls and Auto Stop-Out

4.2.1 If your Equity falls below 100% of your Margin requirement, your account enters a margin call status (*Margin Call*).

4.2.2 If your Equity falls to or below 30% of your Margin, an *Auto Stop-Out* is triggered, where our automated risk management system may close one or more open Positions to restore Equity above the required amount. Positions with the highest losses may be closed first, and all open Positions may be closed if necessary.

4.2.3 In case of a Margin Call, you may:

- (a) Close one or more open Positions,
- (b) Deposit additional funds in your account, or
- (c) Use a combination of both options.

4.2.4 While we may notify you of a Margin Call, it is your responsibility to monitor your account and maintain sufficient Equity to meet Margin requirements at all times.

Leverage

4.3.1 *Leverage* enables you to open a Position larger than the amount of Margin in your account. Since our Products are leveraged, Margin funds only a part of the Position, and we finance the remainder.

4.3.2 Leverage is expressed as a ratio (e.g., 100:1 or 200:1). Higher leverage ratios mean that less Margin is needed relative to the Position's value. For example, a 200:1 leverage ratio allows you to open a Position valued at USD 1,000 with just USD 5 as Margin.

4.3.3 The amount of required Margin is determined based on a percentage of the Position's notional value. We may change this percentage at our discretion.

4.3.4 We reserve the right to adjust the leverage applied to a Product or account. While we will endeavor to give reasonable notice of such changes, it is your responsibility to monitor any adjustments, which may occur due to:



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- (a) Changes in prevailing Market conditions,
- (b) an actual or potential event of default or termination event;
- (c) Risk assessments,
- (d) Increased market volatility, or
- (e) Other relevant factors.

SECTION 5: CHARGES AND PAYMENTS

Charges

Please refer to the charges and payments section on our Website for an outline of our costs and fees.

Payments

5.2.1 All payments due to us under these Terms must be made immediately in the currency specified by us. Payments must be made in full, without any deductions or withholding, and are exclusive of VAT or other taxes unless otherwise stated.

5.2.2 We reserve the right to set off any payments or dues you owe us against any funds in your account.

Calculations

5.3.1 Unless otherwise specified, we may convert amounts between currencies at prevailing exchange rates for any required calculations.

5.3.2 We will use reasonable efforts to ensure exchange rates are accurate and reflective of current market rates but make no guarantee regarding rate availability or fluctuations.

SECTION 6: CLIENT MONEY

Client Money Requirements

6.1.1 Funds belonging to you and held in your Account (*Client Money*) will be kept in a designated client money account, separate from our assets.

6.1.2 We may hold your funds in a different currency than your Account's base currency, ensuring compliance with all regulatory requirements.

6.1.3 If funds are transferred to your Account from a source not registered in your name, we reserve the right to return those funds to an account registered in your name or of which you are the beneficiary. Positions opened with such funds may be voided, as we are required to handle funds in compliance with regulatory rules.

6.1.4 No interest will be paid on Client Money held in your Account.

6.1.5 While we are responsible for handling Client Money, certain payment processing functions may be outsourced for operational efficiency.

SECTION 7: REPRESENTATIONS, WARRANTIES, AND COVENANTS

Representations, Warranties, and Covenants

7.1.1 You represent, warrant, and covenant to us on the effective date of these Terms, and each time you place an Order or open/close a Position, that:

- **(a) Legal Capacity and Compliance**
You have full legal capacity and are legally entitled to enter into these Terms. You are not subject to any laws, regulations, or orders that prevent your adherence to, or performance of, your obligations under these Terms. You will comply with all applicable regulations when executing Orders or opening/closing Positions.



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- **(b) Commercial Purpose**

You are entering into these Terms and using our Services solely for valid, lawful, and commercial purposes and not for any purpose considered unlawful, prohibited, or fraudulent under applicable laws and regulations.
- **(c) Required Authority and Authorizations**

You have obtained and maintain all necessary authority, power, consents, licenses, and authorizations required to lawfully enter into, deliver, and perform your obligations under these Terms. This includes any approvals from regulatory bodies, government agencies, or other authorities as required by your jurisdiction or regulatory status.
- **(d) Enforceability and No Conflicts**

These Terms and each Position entered into hereunder constitute legally binding and enforceable obligations against you. They do not conflict with:

 - (i) Any law, regulation, or order from a competent authority that applies to you or your assets.
 - (ii) Any contractual restrictions or obligations binding on you, including any restrictions from other agreements you may have.
 - (iii) Any liens, charges, or encumbrances affecting your assets or funds, ensuring you are free to perform your obligations under these Terms without limitation.
- **(e) Knowledge and Risk Assessment**

In making the decision to place an Order, open, or close a Position, you have conducted an independent and thorough assessment of the risks involved. You have sufficient knowledge, experience, and understanding of the financial markets, or you have sought independent professional advice, to fully understand and evaluate the merits and risks of the trading strategies and Positions you undertake with us.
- **(f) Acting as Principal**

You confirm that you act as the principal and sole beneficial owner when entering into these Terms and each Position. You acknowledge that we act only as a counterparty and do not assume a fiduciary or advisory role in your relationship with us.
- **(g) Provision of Accurate Information**

You agree to provide us with truthful, complete, and accurate information concerning your financial status, residency, identity, and other required information. You acknowledge that we may rely on this information to comply with regulatory and operational obligations, and you agree to promptly notify us of any changes to such information.
- **(h) Financial Capability and Risk Tolerance**

You confirm that you are financially capable of sustaining a complete loss of the funds used for trading and that trading in leveraged Products is suitable and appropriate for you based on your financial circumstances, experience, and risk tolerance.
- **(i) Beneficial Ownership of Funds**

You represent and warrant that you are the sole beneficial owner of the Equity or funds you transfer to your Account and that these funds are free from any claims or interests by other parties, unless explicitly disclosed and authorized by us.
- **(j) Compliance with Applicable Regulations**

You undertake to comply with all applicable laws, rules, regulations, and guidelines, including but not limited to tax obligations, foreign exchange controls, and registration requirements. You further agree to use all reasonable efforts to assist us in meeting regulatory compliance requirements, including providing information or cooperating with any regulatory body if required.
- **(k) Disclosure to Authorities**

Where required, you will make disclosures to relevant authorities in compliance with applicable laws. You acknowledge that we may also be obligated to report certain Positions, trading activities, or information to authorities under regulatory rules, and you waive any claims to confidentiality in this respect.



- **(l) Corporate Entities**

If you are a corporate entity, you confirm that you are duly incorporated, organized, and validly existing under the laws of the jurisdiction of your incorporation. You represent that you have the legal power to own assets, conduct business, and engage in transactions as per these Terms.

- **(m) Prompt Notification of Default Events**

You agree to notify us promptly of the occurrence or likelihood of an event of default concerning your obligations under these Terms. This includes circumstances that may materially impact your ability to meet your financial or contractual obligations.

- **(n) Cooperation and Information Provision**

You agree to provide any information or documents we may reasonably request to verify your compliance with the representations, warranties, and covenants in this section or for regulatory or due diligence purposes. This may include additional documentation to verify your identity, the source of funds, and other regulatory information required to maintain your Account in good standing.

SECTION 8: EVENT OF DEFAULT AND TERMINATION

Termination

8.1.1 Unless required by applicable regulations, either party may terminate these Terms and the relationship between us without cause, by providing ten (10) Business Days' prior written notice.

8.1.2 The following circumstances constitute an event of default, under which we may terminate these Terms with five (5) Business Days' prior notice if the breach is not remedied:

- (a) **Breach of Terms:** You fail to comply with or perform any obligations under these Terms, including payment of Margin or any dues owed.
- (b) **Repudiation of Terms:** You disaffirm, disclaim, repudiate, reject, or challenge the validity of these Terms, either in part or in full.
- (c) **Non-compliance:** You fail to comply with a representation, warranty, or covenant made or deemed to be made under these Terms.
- (d) **Default under Other Agreements:**
 - (i) You default under any other agreement with us or our Affiliates.
 - (ii) You disaffirm, disclaim, repudiate, reject, or challenge the validity of any other such agreement, in part or in full.
- (e) **Cross-default:** Occurrence of a default, event of default, or similar condition in respect of borrowed money agreements or instruments, resulting in acceleration of debt or unpaid payments.
- (f) **Manifest Error:** We determine, at our discretion, that there is an error in or lack of clarity in:
 - (i) The pricing of a Product, given relevant information, including the state of the Underlying Market.
 - (ii) An information source or pronouncement.
- (g) **Force Majeure Event:** A Force Majeure event, as described in clause 9.4, which may also lead to a termination event.
- (h) **Insufficient KYC or CDD Compliance:** You fail or are unwilling to complete or update KYC or CDD to our satisfaction or as required under Applicable Regulations. This may include providing proof of the source of funds if requested.
- (i) **Corporate Changes:** If you consolidate, amalgamate, merge with or into another entity, or transfer all or substantially all your assets to another entity.

8.1.3 If the event of default is ongoing or has a material impact on these Terms, termination will be immediate, without notice or the need for a court order.



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8.1.4 The following circumstances constitute automatic termination events, under which these Terms will terminate immediately, without notice or need for a court order:

- (a) **Insolvency, Bankruptcy, or Death:** This includes the insolvency, dissolution, or bankruptcy of a party, or, if applicable, the death or loss of legal capacity of a natural person.
- (b) **Improper Trading or Regulatory Violations:** If we reasonably believe you may have engaged in improper, unlawful, or unfair trading activity, including attempts to manipulate our price or liquidity pool.
- (c) **Material Adverse Effect:** If we determine an action or event might materially impact your ability to perform obligations under these Terms.
- (d) **Illegality:** If a change in law or regulations renders compliance with these Terms unlawful.
- (e) **Market Disruption:** If we reasonably believe that the Underlying Market or access to liquidity is, or may become, suspended, closed, or materially impaired.
- (f) **Delisting:** If the Underlying Market or liquidity provider ceases to list, trade, or publicly quote a Product, without immediate re-listing.
- (g) **Regulatory Changes:** If regulatory amendments result in:
 - (i) Non-compliance with new regulations.
 - (ii) These Terms or our relationship with you becoming commercially infeasible or undesirable.
 - (iii) Any Position becoming commercially infeasible or undesirable.
- (h) **Tax Event:** If a tax authority's action, court ruling, change in tax law, or impending change results in additional tax, deductions, or withholdings on payments under these Terms.

Liquidation Date

8.2.1 Upon the occurrence of an event of default under clause 8.1.2 or a termination event under clause 8.1.4, we will designate a liquidation date on which your open Positions will be closed:

- (a) For an event of default, we may close:
 - (i) All open Positions.
 - (ii) Only those Positions affected by the event, without implying discretionary management of your Positions.
- (b) For a termination event, all open Positions will be closed.

8.2.2 The liquidation date will be set by us in all circumstances, including when an act of insolvency occurs in respect to us.

Payment

8.3.1 Until a liquidation date has been designated or passed, we are not obligated to fulfill withdrawal requests for all or part of the Equity in your Account if an event of default is ongoing. We reserve the right to set off any amounts owed to us.

Additional Rights

8.4.1 Our rights under this section are supplementary to any other rights we may hold, either by agreement or law.

Application of Netting to Positions

8.5.1 This section 8 applies to each Position entered into or outstanding between us after the effective date of these Terms.

Rights Following an Event of Default or Termination Event

8.6.1 Upon the occurrence of an event of default or termination event, or if we reasonably believe you cannot or will not fulfill your obligations under these Terms, we may, without prior notice:



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- (a) Close out, manage, or take necessary action with respect to a Position, to cover or eliminate loss or liability, without being liable for loss or reduction in price.
- (b) Terminate these Terms immediately.

Consequences of Termination

8.7.1 Following termination, all amounts payable by you to us become immediately due, including:

- (a) Outstanding fees, charges, and commissions.
- (b) Dealing expenses related to the termination.
- (c) Losses and expenses incurred in closing Positions or settling obligations under these Terms.
- (d) Any other unpaid amounts owed by you under these Terms.

Death

8.8.1 In the event of your death, confirmed by an official death certificate, we will manually close all open Positions in your Account. Following deduction of associated costs, net Equity will be transferred per our payment terms. If we are unable to process the transfer, we shall retain the funds until we receive formal instructions from a competent authority specifying the transfer destination.

Survival

8.9.1 Sections 9 (Exclusions, Limitations, and Indemnity) and 11 (Miscellaneous and Governing Law) will continue to apply even after termination of these Terms.

Existing Rights

8.10.1 Termination of these Terms does not affect the completion of any Services initiated before termination, nor does it affect accrued rights, commitments, or any contractual provision intended to survive termination.

SECTION 9: EXCLUSIONS, LIMITATIONS, AND INDEMNITY

Exclusions of Liability

9.1.1 Neither we, nor our directors, officers, employees, agents, representatives, or Affiliates shall, to the maximum extent permitted by applicable regulations, be liable for any loss, damage, cost, or expense arising directly or indirectly from:

- (a) Any delay or change in market conditions between the time you place an Order on the Platform and the time the Position is executed.
- (b) Delay or interruptions caused by computer viruses, spyware, scareware, malware, cyberattacks, or any other malicious software. We recommend regular use of reputable antivirus and anti-malware software. Note that SMS and email services may be vulnerable to spoofing and attacks; exercise caution with messages appearing to originate from us.
- (c) Communication failures, disruptions, errors, distortions, latency, or delays you may experience while trading on the Platform, regardless of cause.
- (d) Scheduled or unscheduled maintenance of our systems, including the Platform.

We will not be liable for any loss, damage, cost, or expense, whether resulting from gross negligence, breach of contract, misrepresentation, or otherwise, even if such loss is reasonably foreseeable, except in cases of fraud directly attributable to us.

9.1.2 Our Services are provided “as is” and “as available,” without any representation or warranty. To the fullest extent allowed by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We make no guarantees that:



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- (a) The Platform (and associated server) is free from viruses or errors, is accurate, operates uninterrupted, or that defects will be corrected.
- (b) The Services will be available at all times.
- (c) Access to the Website, any part of the Services, our Terms, or other information will be continuous, uninterrupted, timely, or error-free.
- (d) Historical price data available on the Platform is accurate or complete.

9.1.3 Under no circumstances will our liability include losses incurred by you or any third party for special damages, loss of profit, goodwill, or business opportunity arising from or related to these Terms, whether due to negligence, breach of contract, misrepresentation, or otherwise. This includes cases where losses result from an error in, or lack of clarity in, instructions provided by you or instructions that reasonably appear to come from you.

9.1.4 Nothing in these Terms limits our liability for death or personal injury caused by our negligence.

9.1.5 This general exclusion of liability remains effective even after termination of these Terms.

Tax Implications

9.2.1 We accept no liability for any adverse tax implications or consequences arising from Positions undertaken with us. It is your responsibility to understand and comply with your tax obligations.

Force Majeure

9.3.1 We are not liable for any delayed, partial, or complete non-performance of our obligations caused by Force Majeure, as defined in these Terms. Nothing in these Terms excludes or restricts a legal duty or liability we may have under applicable regulations.

9.3.2 We will use reasonable efforts to end a Force Majeure event or to find solutions that allow continued performance of these Terms despite the Force Majeure. We will take reasonable steps to resume performance as soon as is practicable following the cessation of the Force Majeure event.

Indemnity

9.4.1 You agree to indemnify us on a full indemnity basis for any loss, liability, cost, expense (including legal fees), tax, impost, or levy that we or our Affiliates incur due to:

- (a) Any debit balance on your Account.
- (b) Misrepresentations by you or breaches of your obligations under these Terms.
- (c) Enforcement of our rights under these Terms or other legal actions we undertake in relation to your Account, a Position, or a matching transaction on an Underlying Market.

9.4.2 All amounts payable under this clause will be paid without any deduction or withholding, unless required by law. This clause does not exclude or restrict any duties or liabilities we may have toward you under the applicable regulatory rules.

No Reliance

9.5.1 You acknowledge that you have not relied upon, nor have you been induced to enter into these Terms by any representation other than those expressly outlined in these Terms. We are not liable for any representations not explicitly stated within these Terms.

SECTION 10: DATA PROTECTION

Data Protection

10.1.1 In the course of providing our Services, we collect and use personal data (Personal Data) related to



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individuals (Data Subjects). These individuals may include our clients, their spouses, civil partners, or other relevant family members.

10.1.2 We comply with all Applicable Regulations governing data protection, which dictate how we may use Personal Data. Personal Data will only be retained for as long as necessary to fulfill our legal, regulatory, or policy obligations.

10.1.3 If you are a European national or resident, we handle and process your personal data in accordance with European Data Protection Law. Please refer to our Privacy Notice for detailed information on our data processing practices. In cases where these Terms conflict with the Privacy Notice, the Privacy Notice will prevail.

10.1.4 We may use Personal Data, subject to applicable regulations, for the following purposes as necessary to deliver our Services:

- (a) For the provision of Services, debt recovery, fraud prevention, and anti-money laundering checks.
- (b) For disclosure to regulatory authorities, stock exchanges, clearinghouses, persons who assist in anti-fraud and anti-money laundering controls, statutory or governmental bodies, and authorized agents or contractors as required.
- (c) To analyze information for the purpose of sending Data Subjects information about our Services and Products for marketing purposes. You may opt out of receiving marketing communications by notifying us in writing.
- (d) To contact Data Subjects by email, SMS, or telephone in connection with providing Services.
- (e) To share Personal Data with our Affiliates and business partners for these purposes.

10.1.5 To provide our Services, we may transfer Personal Data to our Affiliates in other countries, including countries that may not have equivalent data protection legislation.

10.1.6 By entering into these Terms, you consent to our processing of your Personal Data. If you provide us with data about other individuals, you confirm that you have obtained their explicit consent for our use of their data, as described in these Terms, and can provide proof of such consent if requested.

10.1.7 A Data Subject may obtain a copy of their Personal Data or request corrections to inaccurate information by writing to us. We may charge an administrative fee for providing this information and may require appropriate proof of identity.

Regulatory Reporting

10.2.1 Under Applicable Regulations, we may be required to disclose certain information about Positions publicly. You agree and acknowledge that we retain all proprietary rights to such information and waive any duty of confidentiality in connection with disclosures we reasonably make.

Reporting Obligations to You

10.3.1 We may provide you with regular reports on the performance of our Services, as required by Applicable Regulations. These reports may be sent periodically, and their content will depend on the type and complexity of your investments and the nature of the Services provided to you. Reports will also, where applicable, include details of associated costs and charges.

SECTION 11: MISCELLANEOUS AND GOVERNING LAW

Language

11.1.1 These Terms are provided in English (as per your request), and all ongoing communications will continue in English. However, you may receive documents and information in other languages for informational purposes. Where a document is translated, the English version will take precedence.



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Applicable Regulations

11.2.1 These Terms are subject to all applicable regulations, which are binding on both you and us.

11.2.2 Nothing in these Terms shall exclude or restrict an obligation we owe to you under regulatory rules.

11.2.3 We may take or omit to take any action we consider necessary to ensure compliance with applicable regulations. Actions we take for compliance purposes will not render us or our directors, officers, employees, agents, or Affiliates liable.

Amendments

11.3.1 We reserve the right to amend these Terms at our discretion by publishing the updated Terms on our Website. Amendments will be effective immediately upon publication. We may notify you in writing of such amendments; however, you are responsible for reviewing the updated Terms.

Notices

11.4.1 Unless otherwise agreed, notices, instructions, and other communications from us under these Terms will be sent to the email address you have registered with us. Communications will be deemed effective upon dispatch. You must notify us promptly of any changes to your address, telephone number, or email address.

Communications with Us

11.5.1 You may communicate with us in writing, via email, or by other electronic means or orally (including by telephone). Our contact details are as follows:

- **Address:** Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.
- **Email Address:** support@epicpips.com
- **Website:** <http://www.epicpips.com>

These contact details are to be used for all communication purposes. For submitting Orders or other instructions, please refer to **Section 3: Placing an Order**.

Electronic Communications

11.6.1 Subject to Applicable Regulations, electronic signatures are binding as if in writing. Orders or instructions provided by you via email or other electronic means shall constitute evidence of such Orders or instructions.

11.6.2 Acceptance of these Terms or other documents done via electronic means (e.g., tick box on the Website, acceptance via email, or on the Platform) will constitute evidence of your acceptance.

Policies

11.7.1 All of our Policies, as amended from time to time, form part of these Terms. By accepting these Terms, you confirm that you have read, understood, and accept these Policies.

11.7.2 We may amend our Policies at our discretion, and you are deemed to have accepted any amended Policy after five (5) Business Days of its posting on our Website.

11.7.3 If you object to an amended Policy, you must provide us with written notice within five (5) Business Days. We will attempt to resolve the issue, and if a satisfactory solution cannot be reached, these Terms will be terminated.

Complaints Procedure

11.8.1 We maintain internal procedures for handling complaints promptly and fairly. You may submit a complaint by letter, telephone, email, or in person. Acknowledgment of your complaint will be sent within three (3) Business Days of receipt. Additional details regarding our complaints procedure are available upon request.

11.8.2 Written complaints may also be submitted via our client portal.



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Conflicts of Interest

11.9.1 Situations may arise where our interests, or those of our Affiliates, directors, employees, agents, representatives, or other clients, conflict with your interests.

11.9.2 Our Conflicts of Interest Policy details potential conflicts and the procedures we adopt to identify, prevent, or mitigate these conflicts. The Policy is available on our Website and is part of these Terms. By accepting these Terms, you consent to this Policy.

Entire Agreement

11.10.1 These Terms replace any previous agreements related to the subject matter of these Terms and constitute the entire agreement establishing our trading relationship with you.

11.10.2 These Terms, along with the specific terms applicable to each Position (including confirmations), constitute a single agreement between us.

Assignment

11.11.1 These Terms are binding upon and benefit you, us, and our respective successors and assignees. You may not assign, charge, or transfer your rights or obligations under these Terms without our prior written consent, and any such unauthorized transfer will be void.

11.11.2 Subject to regulatory rules, we may delegate our obligations to an appropriate third party. Such delegation does not alter our obligations under these Terms, and we may assign all or part of our rights under these Terms without your consent.

Joint and Several Liability

11.12.1 If you are a partnership or comprise more than one person, your liability under these Terms is joint and several. In the event of the death, bankruptcy, winding-up, or dissolution of one or more individuals, the obligations of all other connected persons shall remain in full force.

Confidentiality

11.13.1 We both agree and undertake to:

- (a) Use best efforts to maintain confidentiality of all confidential information.
- (b) Not disclose, sell, transfer, charge, or otherwise dispose of confidential information to any third party, except as required for the purposes of these Terms.

11.13.2 This confidentiality obligation does not apply to:

- (a) Information that becomes public (other than as a result of a breach of this clause).
- (b) Information disclosed for the purpose of providing Services, subject to regulatory rules.
- (c) Information required by law, court order, or any competent authority.

Rights and Remedies

11.14.1 The rights and remedies provided in these Terms are cumulative and do not exclude those provided by law. A delay or failure to exercise a right under these Terms does not constitute a waiver of that right.

Set-off

11.15.1 We reserve the right to set off any amounts you owe us (whether actual, contingent, present, or future) from funds held in your Account. You may not exercise a right of set-off against amounts owed to us.

Partial Invalidity

11.16.1 If a provision in these Terms is or becomes illegal, invalid, or unenforceable, this will not affect the legality, validity, or enforceability of the remaining provisions.



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Recording and Monitoring of Communications

11.17.1 We may monitor and record communications as permitted by Applicable Regulations to ensure compliance and for evidentiary purposes. Telephone conversations and other electronic communications may be recorded without warning, and these recordings will be our sole property, accepted as evidence in legal proceedings.

Our Records

11.18.1 Our records, unless proven otherwise, constitute evidence of your dealings with us. You may not object to their admissibility in legal proceedings on the basis that they are not originals, not in writing, or are computer-generated.

Your Records

11.19.1 If applicable, you agree to maintain adequate records to demonstrate the nature and timing of Orders submitted in accordance with Applicable Regulations.

Cooperation for Proceedings

11.20.1 If any action or proceeding is brought by or against us in connection with these Terms or our actions/omissions under them, you agree to fully cooperate with us in the defense or prosecution of such action or proceeding.

Governing Law

11.21.1 A Position subject to the rules of an Underlying Market shall be governed by the law applicable under those rules. Subject to this, these Terms and any non-contractual obligations arising from them shall be governed by and construed according to the laws of Saint Lucia.

Jurisdiction

11.22.1 You and Epic Pips agree that any dispute arising from or related to these Terms shall be referred to and resolved by arbitration in accordance with Saint Lucia's Law of Arbitration No. 31 of 2001 (as amended), which is deemed incorporated into this clause.

- (a) There shall be one arbitrator.
- (b) The seat of arbitration shall be Saint Lucia.
- (c) The language of the arbitration shall be English, unless otherwise agreed.
- (d) The governing law of the contract shall be the substantive law of Saint Lucia.

Service of Process

11.23.1 If you are located outside of Saint Lucia, you may be served with process in Saint Lucia by delivery to your registered address. This does not affect our right to serve process in any other manner permitted by law.

SECTION 12: DEFINITIONS

In these Terms, the following expressions shall have the respective meanings set opposite them:

- **Account:** A trading account opened with us for the purpose of opening or closing out a Position.
- **Account Statement:** A daily or monthly statement in respect of each Account, sent by email at the end of each Business Day, or as otherwise notified by us to you.
- **Affiliate:** In relation to a person, an entity controlled, directly or indirectly, by the person, an entity that controls, directly or indirectly, the person, or an entity directly or indirectly under common control with the person. For the purpose of this definition, "control" of an entity or person means ownership of more than 50% of the entity or person, or the ability to control the decisions made by the entity or person.
- **Applicable Regulations:**
 - (a) The REGULATORY Rules, and any other rules of a relevant regulatory authority;



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- (b) The rules, regulations, procedures, and customs of a relevant Market or an Underlying Market;
 - (c) Applicable anti-money laundering legislation; and
 - (d) All other applicable laws, rules, procedures, guidance, and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time.
- **Authorised Third Party:** A person authorised by you to manage and operate your Account within the specified powers and authority granted under a separate appointment letter and limited power of attorney (in a form satisfactory to us).
 - **Auto-Stop-Out:** As defined in clause 4.2.2, referring to the automatic closure of some or all of your open Positions when Equity falls below a certain amount.
 - **Business Day:** A day that is not a Friday or Saturday and on which banks are open for business in Saint Lucia.
 - **CFD:** A contract for difference under which the profit or loss is determined by the difference between the opening price and the closing price of an instrument on the Underlying Market. The CFDs we offer are available on our Website.
 - For the purposes of this definition, “opening price” means the price at which a Position is opened following the acceptance of an Order; and “closing price” means the price at which a Position is closed out by you or by us, in accordance with these Terms.
 - **Conflicts of Interest Policy:** Our conflicts of interest policy, as amended, restated, or supplemented from time to time, which can be found on our Website.
 - **CDD or KYC:** Customer Due Diligence (CDD) or Know Your Customer (KYC) procedures for the identification and verification of:
 - (a) Your identity (including, where applicable, by reviewing a copy of a passport, national identity card, or similar form of identification);
 - (b) The nature of your business as required by Applicable Regulations (including, where applicable, by obtaining your legal entity identifier or other national identifier code); and
 - (c) Any other aspects or considerations as determined by us in our discretion to ensure we hold correct and complete information to prevent discrepancies in your identification, confirm the source of funding, wealth, and payment methods, prevent fraud, and comply with Applicable Regulations and our Policies from time to time.
 - **Electronic Trading Services:** An electronic service (together with related software or application) accessible by whatever means we offer, including without limitation trading, direct market access, order routing, API, or information services that we grant you access to or make available to you either directly or through a third-party service provider, and used by you to view information or effect Positions.
 - **Equity:** As defined in Clause 4.1.1, the sum of money in your Account at a point in time, after deposits and withdrawals, realised profits and losses, and floating profit and loss on your open Positions (the “Equity”).
 - **Force Majeure:** A cause preventing the performance of the Services or an Obligation under these Terms, which arises from or is attributable to an act, event, omission, or accident beyond the reasonable control of the party so prevented, including a strike, lockout, labour dispute, act of God, pandemic, war, terrorism, malicious damage, civil commotion, malfunction or failure of communication or computer facilities, industrial action, and acts and regulations of a governmental or supranational body or authority.
 - **Forex:** Two-day rolling spot futures traded over the counter, which are cash-settled on a T+2 basis. Forex constitutes Rolling Daily Positions.
 - **Free Margin:** As defined in Clause 4.1.4, the portion of your Equity that is not Margin and is available for opening another Position or withdrawal.



- **Insider Dealing:** The use of inside information to acquire, amend, dispose of, or cancel, for your own account or for the account of a third party, directly or indirectly, financial instruments to which that inside information relates.
 - For the purposes of this definition, “inside information” means information of a precise nature, which has not been made public, relating directly or indirectly to a financial instrument, and which, if made public, would likely have a significant effect on the price of the financial instrument or on the price of related derivative financial instruments.
- **REGULATORY Rules:** Any laws, rules, regulations, guidelines, or instructions, as supplemented, replaced, or amended from time to time, of the Saint Lucia Securities Commission (the “REGULATORY”) and any entity or body that succeeds or replaces it.
- **Liquidity Provider:** A financial institution that provides executable bid and offer prices in respect of our Products from time to time.
- **Market:** A regulated market accepted by us, such as an exchange, clearing house, central clearing counterparty, multilateral trading facility, or an organised trading facility.
- **Market Abuse:** Both Insider Dealing and market manipulation.
 - For the purposes of this definition, “market manipulation” means the act of placing an Order or entering into a Position or other behaviour which creates, or is likely to create, a false or misleading signal as to the supply of, demand for, or price of a financial instrument, or which adversely affects our relationship with our Liquidity Provider.
- **Margin:** As defined in Clause 4.1.2, the portion of your Equity that is utilised to open one or more Positions (the “Margin”). For the avoidance of doubt, Margin is not deducted from the calculation of your Equity.
- **Margin Call:** As defined in Clause 4.2.1, an event triggered when your Equity falls below a specified level relative to your Margin.
- **Order:** An instruction by a client to open or close a Position in a Product.
- **Platform:** One or more of the electronic trading platforms that we may use for the provision of our Services or to which we give you access from time to time, including but not limited to, MetaTrader 5.
- **Policies:** The policies and other terms and conditions that we adopt from time to time, as amended, which are available on our Website.
- **Position:** An exposure to an underlying instrument in relation to a Product that you have traded. A position may be opened or closed out, whether by you or by us, by either buying or selling a Product on the Platform, in accordance with these Terms.
- **Product:**
 - (a) Forex;
 - (b) A CFD; or
 - (c) Any other product we may offer from time to time.
- **Risk Warning Disclosure:** The risk warning disclosure, as amended, available on our Website, and the risk warnings and statements set out in these Terms that apply to retail clients.
- **Rolling Daily Position:** A Position that does not automatically expire at the end of the relevant exchange business day but instead automatically rolls over to the next exchange business day.
 - For the purposes of this definition, “exchange business day” means a day on which the relevant Market or Underlying Market is scheduled to be open.
- **Security Information:** The username and password required to access your Account.
- **Services:** Our non-advisory, execution-only services as set out at Clause 2.2 (Our Activities and Services) in respect of the Products.
- **Termination Date:** The earlier of:
 - (a) The date of the termination of a Position in accordance with the terms of the Position; or
 - (b) The liquidation date determined by us in accordance with Clause 8.2 (liquidation date).
- **Underlying Market:** The Market for a specific financial instrument on which our Products are priced.
- **Website:** The information displayed on <https://epicpips.com/> (or any other replacement or supplementary site), as updated by us from time to time.



- **We, Our, or Us:** Refers to Epic Pips LTD (including any successor or assignee).

Headings

Headings are for ease of reference only and do not form part of these Terms.

Interpretation

12.3.1 References in these Terms to a statute or statutory instrument or Applicable Regulations include a modification, amendment, extension, or re-enactment thereof, as in force from time to time. A reference in these Terms to a “document” will be construed to include an electronic document.

12.3.2 References in these Terms to the singular will also include the plural.

12.3.3 References to a person include a body corporate, unincorporated association, partnership, natural person, firm, company, corporation, government, state or agency of a state, or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

12.3.4 The use of the word “including,” “inclusive,” “includes,” and any words that follow it will not be deemed exhaustive.

Order Execution Policy

General Information

EPIC PIPS LTD. has established this policy, along with other arrangements, to fulfill our obligation to take all reasonable steps to achieve the best possible results for our clients. We are committed to providing clients with clear and accurate information on this policy. For compliance with this obligation, the policy is available to clients upon written request.

Our price feed, which is streamed to clients, consists of liquidity from various bank and non-bank providers or an ECN model (as described below) to ensure clients receive optimal execution.

Best Execution Obligations

Epic Pips provides leveraged (margin) trading on an execution-only basis for Forex and CFD trading. We decide the markets we offer and act as principal and counterparty to each trade, providing two-way price quotes. Every market offered by Epic Pips is quoted as a derivative of the underlying market, and we are the sole execution venue available through our services.

For retail clients, Epic Pips commits to providing or displaying bid and offer prices that represent the best available prices consistently.

When placing orders for execution with other entities, Epic Pips is required to act in the best interests of its clients. To comply with this duty, we take all reasonable steps to secure the best possible outcomes for clients, considering the following execution factors:

- **Price**
- **Costs**
- **Speed**
- **Likelihood of execution and settlement**
- **Order size and nature**
- **Any other relevant consideration**



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The importance of each factor is determined by the “execution criteria” and, for retail clients, the need to determine the best possible result in terms of total consideration, defined as:

- The **total consideration**, which includes the price of the financial instrument and any costs associated with execution. This consideration may also include venue fees, clearing and settlement fees, and other third-party charges.

Execution criteria are based on:

- **Client characteristics**, including categorization as retail or professional
- **Order characteristics**
- **Financial instrument characteristics**
- **Execution venue characteristics**

When executing an order on behalf of a retail client, we determine the best result by assessing the total consideration, which encompasses the price of the financial instrument and execution-related costs.

While Epic Pips strives to ensure that displayed prices are competitive, we cannot guarantee that the bid and offer prices on our trading systems always reflect the best prevailing market prices. Price differences may occur due to market volatility or additional costs that may widen spreads or impact individual transactions.

Key Execution Factors

1. **Price:** Epic Pips takes the underlying market price of the instrument and applies an algorithm to arrive at our market price. For Forex trading, we use multiple liquidity sources to maintain tight spreads.
2. **Costs:** Our market price may differ from the underlying due to commissions or financing costs.
3. **Liquidity:** Epic Pips ensures that its price is typically valid up to a specified size. Additional liquidity might result in a wider spread than the underlying market.
4. **Speed of Execution:** We implement maximum deal sizes to enhance execution speed. Deal sizes are regularly reviewed and adjusted based on liquidity and volatility.
5. **Other Factors:** Various scenarios can impact prices. Epic Pips quotes certain markets outside regular hours (known as “grey markets”). Price consistency may be affected by volatility or liquidity constraints in related markets.

Epic Pips offers competitive and transparent financing charges. These may include rollover fees for open positions, which are detailed on our website and trading platform.

Third-Party Relationships and Disclosure

In some cases, third-party introductions or partnerships may result in commission sharing from trades. If so, the third party will clearly disclose this arrangement to clients, and additional details are available upon request.

Epic Pips Strategy

1. **Monitoring:** Epic Pips continuously reviews the effectiveness of its order execution arrangements, including this policy, to identify and address any deficiencies.
2. **Review:** We will review our order execution arrangements and this policy at least annually or whenever a significant change affects our ability to deliver optimal results consistently.
3. **Consent:** Epic Pips must obtain clients' prior consent to this execution policy. Clients are deemed to provide consent by placing orders with us.



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Execution Venue

The term "Execution Venue" refers to the firm directly executing the orders. For Epic Pips, the Execution Venue quotes prices provided by:

- Top-tier global banks
- Non-bank liquidity providers in the wholesale foreign exchange markets
- OXO ECN Qualified Participants, which we believe offer the best available prices to clients consistently.

Epic Pips provides execution-only trading and services in Forex and CFD trading. As the sole counterparty, Epic Pips acts as principal on each trade, with all markets quoted as derivatives of the underlying market, accessible only through Epic Pips.

Monitoring and Review

Epic Pips will review this policy and all related arrangements annually or whenever a material change occurs. Regular monitoring ensures that we achieve the best possible results for clients and promptly address any deficiencies.

Risk Warning Disclosure

Trading on margin carries a high level of risk to your capital, and you can lose more than your initial deposit. These products are not suitable for all investors, and you should ensure that you fully understand the risks involved and seek independent advice if necessary.

It is essential that you do not engage in trading with any of our products unless you understand the features and risks associated with such trading and are able to manage them. You should also ensure that trading in these products is suitable for you in light of your financial circumstances and resources. When considering whether to trade with us, please be aware of the following risks:

GENERAL RISK FACTORS

No Advice

Epic Pips provides an execution-only service. We do not provide investment advice on specific investments or trading positions. However, we may offer factual information about transaction procedures, potential risk exposures, and how risks may be minimized.

Appropriateness

We may request information concerning your financial assets, earnings, trading experience, and knowledge. It is essential to assess whether you have the financial resources to support your trading activity with us and the risk appetite for the products and services we offer. In some instances, we may deem it inappropriate to open an account for you. Ultimately, the decision to open an account and proceed with our products and services is yours. It is your responsibility to understand the risks involved with the products and services we provide.

Costs and Charges

Our costs and charges are detailed on our website (www.epicpips.com). Before you begin trading, you should review all relevant information on fees, commissions, and other charges that may apply to your transactions.

Monitoring Positions



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You are responsible for closely monitoring your positions during the period you have open contracts on your account. You should ensure you have the necessary access to your account for the duration of these positions.

Electronic Communications

We offer clients the option to communicate with us electronically, including via email and live chat, where available. Although typically reliable, electronic communication methods may occasionally experience technical issues and should not be solely relied upon. If you choose to trade with us through electronic means, please be aware that electronic communications can fail, be delayed, may not be secure, and may not reach the intended destination.

Our Products and Services

We offer execution-only services related to contracts across a wide range of underlying markets. Although the prices at which you open contracts are derived from the underlying market, our contract characteristics may vary significantly from those of the actual underlying instrument. Full details of the contracts we offer are set out in the Contract Specifications on our website, including contract size, margin rates, last dealing time, settlement procedures, rollover procedures, commissions, and currency.

INVESTMENT-SPECIFIC RISKS

Investing in FX

Certain strategies, such as 'spread' positions or 'straddles,' may be as risky as simple 'long' or 'short' positions. While derivative instruments can help manage investment risk, some of these products may be unsuitable for many investors. Different instruments involve varying degrees of risk exposure, and in deciding whether to trade in such instruments, you should be aware of these risks.

Futures

Transactions in futures involve the obligation to make or take delivery of the underlying assets of the contract at a future date or, in some cases, to settle the position with cash. They carry a high degree of risk. The "gearing" or "leverage" often obtainable in futures trading means that a small deposit can lead to large losses as well as gains. A relatively small price movement can lead to a proportionately much larger movement in the value of your investment, working against you as well as for you.

Off-Exchange Transactions in Derivatives

Our products are traded exclusively off-exchange, also called "over-the-counter" or "OTC" trading. When you trade OTC with us, you deal directly with Epic Pips as the counterparty to all your transactions. Unlike centrally cleared markets, there is no exchange or central clearinghouse to guarantee the settlement of such transactions. Open trades can only be closed and settled with us.

Contracts for Difference (CFDs)

Nature

Contracts for Difference (CFDs) are a type of transaction that seeks to secure a profit or avoid a loss by reference to the price value fluctuations of an underlying instrument. Types of CFDs offered by us may include Foreign Exchange CFDs (FX), Futures CFDs, and Index CFDs. CFDs can only be settled in cash.

Risks

FX and CFDs with Epic Pips are all margin-traded products, which are leveraged or "geared," meaning that a relatively small price movement can have a proportionally larger effect on the value of your investment. They are settled based on the difference between the opening and closing prices of the trade and may settle in a currency other than your base currency, subjecting you to foreign exchange fluctuations.



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CFDs – General

Our FX and CFDs are our own products and are not listed on any exchange. Contracts can be closed only with us and are non-transferable. Contracts with Epic Pips do not provide rights to the underlying instruments or voting rights. They are legally enforceable by both parties.

TRADING CONDITIONS RISKS

Volatility

Prices can change rapidly, especially during times of high volatility, which can affect your account balance significantly. If you do not have sufficient funds in your account to cover such situations, your positions may be automatically closed if your balance falls below the close-out level.

Currency

If you trade in a currency market other than your base currency, exchange rate fluctuations will affect your profits and losses.

Prices and Commissions

Quoted prices may not always reflect the broader market. Epic Pips selects closing prices to determine margin requirements and periodically marks to market positions in client accounts. Although expected to be reasonably related to interbank market prices, prices we use may vary from those available to banks and other market participants. Therefore, Epic Pips has discretion in setting margin requirements and collecting margin funds.

Market Liquidity

The prices offered by Epic Pips generally reflect the underlying market, up to a specified size. To maintain additional liquidity, we may apply a different spread to the price. Some markets quoted by Epic Pips trade outside of regular hours, also known as "grey markets." In these situations, prices and spreads may not be consistent during highly volatile periods or periods of limited liquidity in related markets.

Suspensions of Trading

Trading may be suspended during rapid price movements if the price rises or falls significantly in one session, triggering exchange rules. A stop-loss order will not necessarily limit your losses to intended amounts, as market conditions may prevent execution at the stipulated price.

Non-Guaranteed Stops

When a non-guaranteed stop is triggered, it issues an order to close your contract. However, market conditions may delay closure or result in a different price than intended.

Gapping

Gapping occurs when the underlying market price suddenly shifts from one level to another, often due to economic events or market announcements. When gapping occurs after the market is closed, the price upon reopening may differ markedly from the closing price, with no chance to exit a position before it resumes trading.

Limit/Stop Orders

Limit orders are client orders to open a position at a specific price (or better) and remain unfilled until reached. Stop orders aim to close positions if the market moves to a requested price (or worse). Such orders limit downside risks and are recommended; however, they cannot guarantee fulfillment at the exact specified price, especially in gapping or fast-moving markets.



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Margin Calls & Close-Outs

If the Margin Level in your trading account falls below 100%, you will receive a margin call notification on your trading platform, and you will be unable to increase your overall exposure. Should your Margin Level fall below 50%, the trading system will automatically start closing out your open positions. This process is designed to reduce (though not eliminate) the risk of you owing more than you have invested. We strongly advise clients to maintain sufficient margin in their accounts to avoid forced close-outs and to consider using limit and stop orders for additional protection.

The "Margin Level" is calculated as follows:

Margin Level = (Equity / Used Margin) x 100

- Equity is the sum of your account balance, including realized profits and losses, plus any floating (unrealized) profit or loss on open positions.
- Used Margin represents the total amount of margin allocated to open positions with Epic Pips.

Quoted Prices

All prices quoted on our platform or website are indicative and considered an invitation to trade. Executed prices may differ from quoted prices, especially if the market has moved since you requested a quote.

Client Money

Epic Pips holds all retail clients' funds in trust within segregated bank accounts. These segregated client funds are kept entirely separate from Epic Pips' own funds, ensuring that, in the unlikely event of Epic Pips' default, client funds would be returned to clients and not treated as recoverable assets by Epic Pips' general creditors. However, this arrangement may not provide complete protection in every scenario (for instance, in the event of our bank's insolvency).

Additionally, we implement a margin close-out policy, which automatically closes open positions when your margin level reaches or falls below the close-out threshold. This policy significantly reduces the risk of losses due to client default, thereby helping to prevent financial strain that could lead to our insolvency.

Funds transferred from an individual client to Epic Pips are typically received directly into a segregated client bank account. If client funds are initially received into a general Epic Pips account, they are still considered Client Money from the moment they reach Epic Pips' accounts, not solely when they are moved to a segregated account.

Epic Pips uses only its own funds for hedging purposes and does not use client money to cover hedging counterparties or as working capital. Epic Pips does not engage in speculative positions in the market.

Additional Considerations

Can Lose More than Initially Invested

Trading on margin means potential profits and losses can exceed your initial investment. Market volatility, particularly in fast-moving markets, can lead to substantial losses.

Insufficient Funds

If you do not have enough funds in your account to meet margin requirements, we may require an additional deposit immediately. Otherwise, we may close open positions without prior notice.

Contingent Liability Investment Transactions



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Contingent liability transactions require a series of payments instead of immediate payment of the entire purchase price. Failure to meet margin calls may result in position liquidation, leaving you liable for any deficits.

If you trade in futures CFDs you may sustain a total loss of the margin you deposit with the firm to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

Liability for Losses

You are responsible for any losses incurred if your positions are closed. Due to leverage, losses may exceed your initial deposit, so understanding these risks is essential.

Weekend and Holiday Risk

Not all trades are available 24 hours a day. Trading times may vary due to national holidays, daylight saving changes, and other factors, impacting availability.

Electronic Trading

Electronic trading systems have risks, including potential hardware or software failures, system downtime, or connection issues, which may impact trading.

Insolvency

If a broker involved in your transaction defaults, your positions may be closed or liquidated without prior notice.

Expert Advisors & Indicators

You accept sole responsibility for any third-party applications that you may install, whether directly or indirectly, on your MetaTrader platform, as well as for the use of any software provided on MT4/MT5 when downloaded. These applications may include robotic trading tools, known as Expert Advisors (EAs), which can be configured to automatically trade on a client's account, or indicators that are designed to signal potentially beneficial trading times.

It is your responsibility to conduct due diligence on any such software and assess whether you are willing to accept the risks associated with installing and using it on your trading account.

Epic Pips does not assume any responsibility for decisions, trades, or signals generated by EAs or indicators, nor for the resulting profits or losses incurred through their use.

Some EAs may generate a high volume of trades and, at times, may leverage a client's account to its maximum exposure given the available funds. You are solely responsible for monitoring these trades, as well as any orders and the associated profit or loss generated by them, as these transactions are at all times linked to your account.

Corporate Action Events

We do not profit from corporate action events that affect our clients, such as rights issues, takeovers, mergers, share distributions, consolidations, or open offers. Our goal is to mirror the treatment we receive, or would receive, if we were hedging our exposure to you in the underlying market. However, please note that you are not directly trading in the underlying market. Therefore, in relation to our contracts:



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EPIC PIPS

- We may need to request a decision from you regarding a corporate action event sooner than if you held the underlying instrument directly.
- The options we provide may be more limited and potentially less favorable than those available to holders of the actual underlying instrument.
- If you have a stop order on an open OTC derivative share position, the treatment you receive will aim, to the maximum extent possible, to preserve the economic equivalent of the rights and obligations associated with your contract with us immediately before the corporate event.

Tax

We do not provide tax advice. Please seek independent advice regarding your tax obligations.

Regulatory and Legal Risk

Changes in laws or regulations can impact securities, investments, or entire markets. Legal and regulatory risks vary by market and can often be unpredictable.



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