

PERPETUAL LIQUIDITY LIMITED

CLIENT AGREEMENT

Last Updated: March 2026

These Terms and Conditions govern your access to and use of the websites, electronic trading platforms, software, and services provided by Perpetual Liquidity Limited (collectively referred to as the 'Online Trading Facility' or 'Platform').

Perpetual Liquidity Limited ('Perpetual', the 'Company', 'we', 'our', or 'us') is an International Business Company registered in Saint Lucia under registration number 2024-00241, with its registered office located at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

By accessing or using our Online Trading Facility, you agree to be bound by the terms and conditions set out in this Agreement (the 'Agreement'). If you do not agree to these Terms and Conditions, you must immediately discontinue access to and use of our Online Trading Facility and notify us in writing.

The Company reserves the right to amend, modify, delete, or add to these Terms and Conditions (collectively, 'Changes') at any time. Any such amendments will be posted on our Online Trading Facility and shall constitute sufficient notice. You are responsible for reviewing these Terms and Conditions periodically to remain informed of any updates.

1. Scope of Agreement

- This Agreement is concluded between you (the 'Client', 'you', or 'your') and Perpetual Liquidity Limited. By accessing or using our Online Trading Facility, you acknowledge that you have read, understood, and unconditionally accepted these Terms and Conditions in their entirety.
- The Company and the Client may each be referred to individually as a 'Party' and collectively as the 'Parties.'

2. Account Establishment

- To become a Client, you must submit an Account Opening Application Form. We will review your application and notify you via email regarding its acceptance or rejection. The Company reserves the right, at its sole discretion, to reject any application without providing a reason.
- In compliance with applicable laws, we are required to verify your identity. You may be asked to provide personally identifiable information at any time. Failure to provide accurate, complete, and verifiable information may result in restricted access or termination of your account.

3. Commissions and Fees

- You agree to pay all applicable charges related to CFD transactions conducted through Perpetual Liquidity Limited, including commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees.

4. Authorization

- The Company shall not be liable for any unauthorized access to or use of our Online Trading Facility, including access by minors. The Company is not responsible for determining whether any transactions entered into through the Platform are suitable for you.

5. Experience and Knowledge

- Our Online Trading Facility is intended only for individuals or entities possessing sufficient financial knowledge and experience to evaluate the merits and risks associated with trading activities.
- The Company is not responsible for verifying whether you possess adequate knowledge or experience. You are solely responsible for ensuring your own suitability to use the Platform.

6. Legal Restrictions

- Access to our Online Trading Facility is prohibited where such access is illegal. We reserve the right to restrict or terminate access to the Platform at our discretion, without prior notice.
- You are solely responsible for ensuring that your use of our Online Trading Facility complies with the laws, regulations, and directives applicable to your country of residence or incorporation.

7. Amendments

1. The Company reserves the right to amend these Terms and Conditions at any time without prior notice.
2. Any amendments will be posted on our Online Trading Facility and will be deemed effective five (5) calendar days after posting or upon your next use of the Platform, whichever occurs first.

8. Pricing, Conditional Orders, and Market Gaps

1. The Client acknowledges that Perpetual Liquidity Limited does not guarantee the execution of orders at specific prices, including conditional orders such as stop-loss and limit orders, particularly during periods of high volatility, low liquidity, or market gaps.
2. Orders received during such conditions will be executed at the next available market price. The Company is not liable for any losses, including margin calls, resulting from such market conditions.

9. Widened Spreads

- The Client acknowledges that spreads may widen during periods of increased market volatility, such as major news events. Such conditions may impact open positions, including hedged positions.

10. Investment Guidance and Professional Advice

- The Online Trading Facility and all related materials are provided for educational purposes only and do not constitute legal, tax, or investment advice.
- You are solely responsible for evaluating the appropriateness of any investment or strategy based on your financial situation, objectives, and risk tolerance.

11. Restriction of Access

- The Company reserves the right to suspend or terminate access to the Online Trading Facility at any time. In such cases, we may close your open positions at prices deemed fair and reasonable by us.
- We may impose trading volume or account limits at our discretion.

12. Technical Issues

- The Company is not liable for technical issues, including but not limited to system failures, communication interruptions, software errors, or unauthorized access.
- We do not warrant that the Online Trading Facility will be available at all times or locations or that it will operate without errors or interruptions.

13. Notices

- All notices or communications from the Company will be deemed properly delivered when sent to the email address you provided during registration.

14. Recorded Conversations

- All communications between you and Perpetual Liquidity Limited may be recorded electronically. Such recordings may be used as evidence in the event of a dispute and are retained or destroyed according to the Company's internal procedures.

Addendum: Leverage Adjustment and Margin Requirements

1. Adjustment of Leverage During High-Impact News Events

1.1 The Company reserves the absolute right, at its sole discretion, to amend leverage and/or margin requirements in connection with high-impact economic news releases or events that may materially affect market conditions.

1.2 During such periods, leverage applicable to **new positions only** may be reduced by a factor of up to five (5) times the prevailing leverage setting.

(a) By way of illustration, a leverage ratio of 1:2000 may be reduced to 1:400.

1.3 Such temporary adjustments shall take effect **five (5) minutes prior to and five (5) minutes following** the scheduled time of the relevant news release.

1.4 For the avoidance of doubt, positions opened prior to the implementation of such adjustments shall not be subject to the revised leverage requirements, unless otherwise determined by the Company under exceptional circumstances.

2 **Leverage Restrictions for Non-Foreign Exchange Instruments**

2.1 The Company shall apply a maximum leverage of **1:100** to all **new positions** in instruments other than foreign exchange (“Non-FX Instruments”) during specified periods of increased market risk.

2.2 The above restriction shall apply during the following periods:

- (a) Thirty (30) minutes prior to the daily market close;
- (b) Thirty (30) minutes following the daily market open;
- (c) Two (2) hours following the market open on each Monday.

2.3 These measures are implemented to address potential risks arising from reduced liquidity, widened spreads, and increased volatility during such periods.

3 **Reservation of Rights**

3.1 The Company reserves the right, at any time and without prior notice, to modify leverage, margin requirements, or trading conditions where deemed reasonably necessary, including but not limited to circumstances involving:

- (a) abnormal market conditions;
- (b) liquidity constraints;
- (c) excessive client exposure; or
- (d) risk management considerations.

3.2 The Client acknowledges and agrees that it is their sole responsibility to monitor and maintain sufficient margin in their trading account at all times.

3.3 The Company shall not be held liable for any losses, including but not limited to margin calls or stop-outs, resulting from the application of the provisions set out in this Addendum.