# ELYON MARKETS INC.

## TERMS AND CONDITIONS

Company Registration No. 2025-00859
Registered Address: Unit 1, La Place Creole, Rodney Village, Rodney Bay,
Gros-Islet, Saint Lucia
Effective Date: October 2026

---

### IMPORTANT NOTICE

These Terms and Conditions (the "Terms") govern the contractual relationship between Elyon Markets Inc. ("Elyon Markets", the "Company", "we", "us" or "our") and each individual or legal entity that accesses or uses the Company's website, client portal, trading platform, trading account, applications, tools, products or related services (the "Client", "you" or "your").

By opening or maintaining an account with the Company, depositing funds, submitting an order, entering into a transaction or otherwise accessing or using the Company's services, the Client confirms that the Client has read, understood and agrees to be legally bound by these Terms.

These Terms shall be read together with any Risk Disclosure Statement, Privacy Policy, trading conditions, account specifications, execution terms, product specifications, fee schedules, policies, notices and other contractual documents issued by the Company from time to time.

Where there is any inconsistency between these Terms and any specific written terms applicable to a particular account, product or service, the more specific terms shall prevail to the extent of that inconsistency.

Trading in foreign exchange, contracts for difference and other leveraged financial instruments is speculative and involves a significant degree of risk. The Client may lose some or all of the capital committed to trading.

### 1. ELIGIBILITY, ACCOUNT OPENING AND CLIENT OBLIGATIONS

1.1 The Client represents and warrants that:

(a) the Client has attained the age of legal majority in the jurisdiction in which the Client resides;

(b) the Client has full legal capacity and authority to enter into and perform the obligations arising under these Terms;

(c) all information and documentation provided to the Company is complete, accurate, authentic and not misleading;

(d) the Client shall promptly notify the Company of any material change to information previously provided;

(e) the Client's use of the Company's services is lawful in every jurisdiction applicable to the Client;

(f) all monies deposited with the Company derive from lawful sources; and

(g) unless otherwise agreed in writing, the Client is acting solely for the Client's own account and beneficial interest.

1.2 The Company may, at its discretion and where reasonably justified, refuse any account application, request further information or documentation, impose restrictions, suspend an account, decline to provide any service or terminate the business relationship.

1.3 Such action may be taken for legal, regulatory, compliance, operational, security, financial crime, credit, counterparty, trading risk, reputational or other legitimate business reasons.

### 2. JURISDICTIONAL RESPONSIBILITY

2.1 Elyon Markets Inc. is incorporated in Saint Lucia under Company Registration No. 2025-00859.

2.2 The legal and regulatory treatment of leveraged trading products differs between jurisdictions.

2.3 It is the Client's sole responsibility to determine whether opening, funding, maintaining or using an account with the Company is lawful and appropriate under the laws applicable to the Client.

2.4 The Company does not offer, solicit or provide services in any jurisdiction where doing so would be unlawful.

2.5 The availability of the Company's website, platform or services in any particular jurisdiction shall not constitute a representation that the services are permitted, regulated, approved or appropriate in that jurisdiction.

## 3. NO INVESTMENT, LEGAL, TAX OR REGULATORY ADVICE

3.1 Unless expressly agreed otherwise in writing, the Company does not provide personalised investment, financial, legal, tax, accounting or regulatory advice.

3.2 Any market commentary, research, analytics, trading signals, educational material, charts, tools, indicators, economic data or other information made available by the Company is provided for general information only.

3.3 Nothing provided by the Company constitutes a recommendation, representation, guarantee or assurance that any transaction, strategy, instrument or course of action is suitable for the Client.

3.4 The Client remains solely responsible for all trading and investment decisions.

3.5 The Company does not guarantee any level of profitability, trading result or investment performance.

## 4. RISK OF LEVERAGED TRADING

4.1 The Client acknowledges and accepts that trading in foreign exchange, contracts for difference and other leveraged instruments carries a high degree of risk.

4.2 Without limitation, the Client acknowledges that:

(a) leverage magnifies both gains and losses;

(b) market prices may move rapidly and unpredictably;

(c) spreads may widen significantly;

(d) liquidity may deteriorate or become unavailable;

(e) positive or negative slippage may occur;

(f) markets may gap between price levels;

(g) orders may be partially filled, delayed, rejected or executed at prices different from those requested;

(h) stop-loss and take-profit instructions are not guaranteed to execute at the requested price;

(i) margin shortfalls may result in automatic liquidation without prior notice; and

(j) the availability or operation of trading platforms, bridges, servers, price feeds, liquidity providers, communication networks or third-party systems may affect execution.

4.3 The Client should trade only with capital that the Client can afford to lose.

## 5. ORDER EXECUTION AND PRICING

5.1 All trading instructions are subject to prevailing market conditions, available liquidity, instrument specifications, applicable account conditions and the Company's execution arrangements.

5.2 A price displayed on the trading platform or requested by the Client is not guaranteed.

5.3 An order may be executed at the next available executable price.

5.4 Depending upon market conditions and available liquidity, an order may be:

(a) fully executed;

(b) partially executed;

(c) executed across more than one price level;

(d) delayed;

(e) rejected; or

(f) cancelled.

5.5 Both positive and negative slippage may occur.

5.6 The acceptance, acknowledgment or processing of a trading instruction by the platform shall not constitute a guarantee that the transaction will be executed at the requested price.

5.7 The execution of a transaction shall not constitute confirmation that the underlying trading activity complies with these Terms.

## 6. MARGIN, LEVERAGE AND TRADING CONDITIONS

6.1 The Company may establish and amend from time to time:

(a) leverage;

(b) margin requirements;

(c) spreads;

(d) commissions;

(e) swaps and financing charges;

(f) minimum and maximum order sizes;

(g) maximum position sizes;

(h) account exposure limits;

(i) instrument restrictions; and

(j) any other account or trading parameter.

6.2 Such parameters may be changed where reasonably required as a result of market conditions, liquidity, volatility, counterparty requirements, risk exposure, operational requirements or other legitimate considerations.

6.3 If the Client's account falls below an applicable margin or stop-out threshold, the Company may close one or more positions without prior notice.

6.4 The Client acknowledges that, during volatile or fast-moving markets, liquidation may occur below the specified stop-out level because prices, equity and margin may change between calculation and execution.

## 7. HIGH-FREQUENCY TRADING

7.1 High-Frequency Trading is strictly prohibited unless the Company expressly agrees otherwise in writing.

7.2 The Company may determine that activity constitutes High-Frequency Trading where the overall trading pattern displays characteristics including, without limitation:

(a) unusually rapid opening and closing of positions;

(b) same-second trading;

(c) excessive submission of orders;

(d) excessive modification or cancellation of orders;

(e) unusually high turnover;

(f) systematically closing positions as soon as they reach a minimal profit;

(g) repeatedly adding or hedging positions in rapid succession;

(h) systematic capture of individual price ticks; or

(i) activity designed to benefit from ultra-short-term pricing or execution effects.

7.3 The prohibition in this Clause applies irrespective of whether trading is undertaken manually, by Expert Advisor, API, algorithm, copy trading or any other automated means.

7.4 The Company may assess the trading activity as a whole, including its pattern, frequency, economic purpose and execution characteristics.

## 8. ABUSE OF TRADING CONDITIONS

8.1 The Company reserves the right to monitor, review and investigate all trading activity conducted through its trading platforms to ensure compliance with these Terms and the fair use of its trading services.

8.2 The following activities may be considered an abuse of trading conditions:

(a) High-Frequency Trading: engaging in High-Frequency Trading as described in Clause 7, including opening and closing positions in rapid succession, systematically closing positions as soon as they reach a minimal profit, or repeatedly adding or hedging positions to exploit the Company's execution environment, pricing mechanisms or trading infrastructure;

(b) Latency and Execution Exploitation: taking advantage of delays in price updates, execution latency, stale quotes, pricing discrepancies or technical inefficiencies to obtain an unfair trading advantage;

(c) Price and System Exploitation: using automated systems, trading algorithms or other methods specifically designed to exploit pricing errors, execution delays, platform vulnerabilities or inconsistencies in the Company's trading systems; and

(d) Abusive Trading Patterns: engaging in any trading activity that the Company reasonably determines to constitute manipulation, exploitation of technical or operational weaknesses, or deliberate abuse of the Company's trading conditions.

8.3 Where the Company reasonably suspects a violation of this Clause, it may investigate the relevant trading activity, request additional information from the Client regarding the Client's trading strategies or account usage, and take any of the measures described in Clause 12.

8.4 Where the Company reasonably determines that a violation of this Clause has occurred, it may take any of the actions described in Clause 13.

8.5 The Company will assess suspected violations based on the available evidence, including execution records, order patterns, pricing conditions and other relevant technical data. Profitability alone shall not constitute a violation.

## 9. PROHIBITED, ABUSIVE AND TOXIC TRADING

9.1 The Client shall not engage in any trading or account activity which the Company reasonably determines to be abusive, manipulative, artificial, fraudulent, exploitative or intended to circumvent the Company's trading conditions, infrastructure or controls.

9.2 Prohibited conduct includes, without limitation:

(a) latency arbitrage;

(b) reverse arbitrage;

(c) cross-broker arbitrage;

(d) account-to-account arbitrage;

(e) stale-price exploitation;

(f) delayed-feed exploitation;

(g) price-feed exploitation;

(h) bridge exploitation;

(i) liquidity exploitation;

(j) execution exploitation;

(k) pricing-error exploitation;

(l) quote stuffing;

(m) order flooding;

(n) spoofing;

(o) layering;

(p) wash trading;

(q) artificial volume generation;

(r) market manipulation;

(s) rollover exploitation;

(t) gap exploitation;

(u) market-open exploitation;

(v) market-close exploitation;

(w) news-spike exploitation;

(x) abusive hedging;

(y) coordinated or collusive trading;

(z) abusive synchronised trading;

(aa) bonus or promotional abuse;

(bb) rebate or commission abuse;

(cc) unauthorised account management;

(dd) unauthorised copy trading;

(ee) AI, bot or algorithmic exploitation;

(ff) system or technical vulnerability exploitation;

(gg) front-running;

(hh) insider trading;

(ii) circumvention of account restrictions;

(jj) circumvention of leverage or exposure restrictions; and

(kk) any conduct substantially similar in purpose or effect to any of the foregoing.

9.3 The Client shall not use multiple accounts, related persons, companies, nominees, devices, IP addresses, payment methods, Expert Advisors, trading systems or other arrangements for the purpose of concealing, distributing or circumventing prohibited activity.

9.4 The Company shall be entitled to assess the substance and economic effect of the Client's activity rather than merely its form.

## 10. AUTOMATED TRADING

10.1 The Company may permit the use of Expert Advisors, algorithms, APIs, trading robots or other automated systems subject to the applicable account conditions.

10.2 Automated trading shall not be used for:

(a) High-Frequency Trading;

(b) latency arbitrage;

(c) prohibited arbitrage;

(d) price-feed exploitation;

(e) execution exploitation;

(f) technical exploitation; or

(g) any other activity prohibited under these Terms.

10.3 All automated trading shall remain subject to applicable execution terms, account specifications and risk controls.

## 11. MANIFEST ERRORS AND ERRONEOUS PRICING

11.1 A "Manifest Error" means any clear or objectively identifiable error relating to:

(a) pricing;

(b) spreads;

(c) execution;

(d) swaps;

(e) commissions;

(f) instrument specifications;

(g) margin calculations;

(h) price feeds;

(i) platform operation;

(j) transaction processing; or

(k) any other technical or administrative function.

11.2 The Client shall not knowingly exploit any incorrect, delayed, stale, frozen or obviously erroneous price.

11.3 Where the Company identifies a Manifest Error, it may, subject to applicable law, cancel, reverse, correct or adjust any affected transaction or account balance.

11.4 Any adjustment may be made so as to place the account, so far as reasonably practicable, in the position that would have existed had the Manifest Error not occurred.

## 12. MONITORING AND INVESTIGATION

12.1 The Company may monitor and review Client activity for the purposes of identifying:

(a) prohibited trading;

(b) toxic flow;

(c) abusive activity;

(d) account abuse;

(e) fraud;

(f) compliance concerns;

(g) financial crime; and

(h) trading or operational risk.

12.2 The Company may review any information reasonably relevant to such assessment, including:

(a) trade duration;

(b) order frequency;

(c) order and execution timestamps;

(d) trading volume;

(e) same-second activity;

(f) EA or API activity;

(g) pricing records;

(h) latency records;

(i) device information;

(j) IP addresses;

(k) related accounts;

(l) liquidity-provider information;

(m) platform records; and

(n) server logs.

12.3 During an investigation, the Company may temporarily:

(a) restrict trading;

(b) restrict withdrawals;

(c) place the account on close-only status;

(d) disable automated trading;

(e) reduce leverage;

(f) suspend the account;

(g) request additional information or documentation; or

(h) impose other reasonable measures necessary to protect the Company, its systems, counterparties or other Clients.

12.4 The commencement of an investigation shall not of itself constitute a determination that a breach has occurred.

## 13. CONSEQUENCES OF BREACH OR PROHIBITED TRADING

13.1 Where the Company reasonably determines that the Client has breached these Terms or engaged in prohibited activity, the Company may, subject to applicable law and having regard to the circumstances:

(a) issue a warning;

(b) impose trading restrictions;

(c) reduce leverage;

(d) disable automated trading;

(e) place the account on close-only status;

(f) close open positions at the next available executable price;

(g) suspend the account;

(h) terminate the account;

(i) cancel, reverse or adjust transactions directly connected with the prohibited activity;

(j) reverse or adjust profits or losses directly resulting from prohibited activity;

(k) reverse or adjust commissions, rebates, swaps, credits, promotional benefits or other account adjustments attributable to such activity;

(l) correct the Client's account balance;

(m) temporarily restrict withdrawals while an investigation is being completed; and

(n) take corresponding action against related accounts participating in the same activity.

13.2 The acceptance or execution of a transaction by the Company's systems shall not constitute approval of the underlying trading strategy.

13.3 A delay or failure by the Company to detect prohibited conduct immediately shall not constitute consent, approval or waiver of the Company's rights.

## 14. DEPOSITS, WITHDRAWALS, KYC AND AML

14.1 The Company may require the Client to provide such information and documentation as the Company reasonably considers necessary for identity verification, anti-money laundering, financial crime, sanctions, payment security or other compliance purposes.

14.2 Such information may include:

(a) identity documentation;

(b) proof of address;

(c) source-of-funds information;

(d) source-of-wealth information;

(e) corporate documentation;

(f) beneficial ownership information; and

(g) information concerning particular payments or transactions.

14.3 Deposits and withdrawals may be delayed, declined, returned or placed under review where reasonably required in connection with:

(a) KYC or AML procedures;

(b) sanctions screening;

(c) suspected fraud;

(d) payment security;

(e) chargebacks;

(f) account security;

(g) source-of-funds verification; or

(h) suspected prohibited trading.

14.4 The Client shall not use the Company's services for money laundering, terrorist financing, fraud, sanctions evasion, dealing with proceeds of crime or any other unlawful purpose.

14.5 The Company may require payments to originate from or be returned to accounts or payment methods held in the Client's own name.

## 15. ACCOUNT SECURITY

15.1 The Client is responsible for keeping secure all usernames, passwords, trading credentials, API credentials, authentication codes and devices used to access the Client's account.

15.2 The Client shall notify the Company promptly upon becoming aware of any suspected unauthorised access or compromise.

15.3 Except where liability cannot lawfully be excluded, the Company shall not be responsible for loss arising from the Client's failure to take reasonable measures to secure account credentials or devices.

## 16. PLATFORM, TECHNOLOGY AND THIRD-PARTY SERVICES

16.1 The Company will use reasonable efforts to provide reliable access to its services but does not warrant uninterrupted, continuous or error-free operation.

16.2 The services may be affected by:

(a) maintenance;

(b) internet failure;

(c) hosting failure;

(d) platform failure;

(e) price-feed failure;

(f) bridge failure;

(g) liquidity-provider failure;

(h) cyber incidents;

(i) connectivity problems;

(j) market disruption; or

(k) circumstances outside the Company's reasonable control.

16.3 The Company may rely upon third parties for banking, payments, liquidity, clearing, hosting, market data, verification, technology and other operational functions.

16.4 The availability, solvency, performance, default or failure of any third party may affect the Company's services or the availability of Client funds.

## 17. FORCE MAJEURE AND MARKET DISRUPTION

17.1 A force majeure or market disruption event may include:

(a) extreme volatility;

(b) exchange closure;

(c) suspension of trading;

(d) liquidity disruption;

(e) war;

(f) civil disturbance;

(g) government action;

(h) sanctions;

(i) cyberattack;

(j) infrastructure failure;

(k) natural disaster;

(l) telecommunications failure;

(m) power failure; or

(n) any other event outside the Company's reasonable control.

17.2 During such an event, the Company may take any reasonable protective measure, including:

(a) restricting or suspending trading;

(b) reducing leverage;

(c) increasing margin requirements;

(d) restricting order or position sizes;

(e) rejecting new orders; or

(f) closing positions where reasonably necessary.

## 18. CLIENT FUNDS AND THIRD-PARTY RISK

18.1 For the purposes of facilitating payments, trading, settlement or collateral arrangements, Client funds may be held with or transferred to banks, payment providers, liquidity providers, clearing institutions, custodians or other third parties.

18.2 Where permitted, Client funds may be held through pooled or omnibus arrangements.

18.3 The Client acknowledges that the insolvency, default, legal rights or operational failure of a third party may affect the availability or recovery of Client funds.

18.4 A bank, payment provider or depository may have contractual or legal rights of lien, set-off or security over funds held with it.

18.5 Nothing in this Clause shall exclude any mandatory protection available to the Client under applicable law.

## 19. LIMITATION OF LIABILITY

19.1 To the maximum extent permitted by applicable law, the Company and its affiliates, directors, officers, employees, contractors and service providers shall not be liable for indirect, incidental, special or consequential loss arising from or in connection with the Client's use of the services.

19.2 Without limitation, this may include:

(a) loss of profit;

(b) loss of opportunity;

(c) loss of business;

(d) loss arising from market movements;

(e) trading losses caused by Client error;

(f) internet or connectivity failure;

(g) technology failure;

(h) platform failure;

(i) price-feed failure;

(j) liquidity-provider failure; or

(k) failure of any third-party service provider.

19.3 Nothing in these Terms shall exclude or restrict liability to the extent that such liability cannot lawfully be excluded or restricted.

## 20. INDEMNITY

20.1 To the extent permitted by law, the Client shall indemnify and hold harmless the Company, its affiliates, directors, officers and employees against reasonable claims, losses, liabilities, damages, costs and expenses arising directly from:

(a) the Client's breach of these Terms;

(b) fraud or unlawful conduct by the Client;

(c) prohibited trading;

(d) misuse of the Company's systems; or

(e) materially false, incomplete or misleading information supplied by the Client.

## 21. SUSPENSION, RESTRICTION AND TERMINATION

21.1 The Company may restrict, suspend or terminate an account where reasonably justified by:

(a) breach of these Terms;

(b) prohibited trading;

(c) High-Frequency Trading;

(d) suspected fraud;

(e) AML or KYC concerns;

(f) sanctions concerns;

(g) security concerns;

(h) false or misleading information;

(i) misuse of Company systems;

(j) legal requirements; or

(k) any material risk to the Company, its counterparties, systems or Clients.

21.2 Where immediate action is reasonably necessary to protect the Company, other Clients, counterparties or infrastructure, the Company may act without prior notice.

## 22. INTELLECTUAL PROPERTY

22.1 All intellectual property rights in the Company's branding, trademarks, logos, website, software, trading technology, documents, designs, platform content and proprietary systems belong to the Company or its licensors.

22.2 The Client shall not, without prior written consent:

(a) copy;

(b) reproduce;

(c) modify;

(d) distribute;

(e) reverse engineer;

(f) commercially exploit; or

(g) create derivative works from any such intellectual property.

## 23. PRIVACY AND DATA PROCESSING

23.1 The Company may collect, use, process, store and disclose Client information where reasonably necessary for:

(a) account administration;

(b) identity verification;

(c) AML and KYC;

(d) fraud prevention;

(e) trading services;

(f) transaction processing;

(g) security;

(h) risk management; and

(i) legal or compliance purposes.

23.2 Personal information shall be handled in accordance with the Company's Privacy Policy and applicable law.

## 24. COMMUNICATIONS AND ELECTRONIC RECORDS

24.1 The Client agrees that notices, statements, confirmations, amendments and other communications may be delivered electronically.

24.2 Such communications may be made by:

(a) email;

(b) client portal;

(c) trading platform;

(d) website notice; or

(e) another electronic communication channel used by the Company.

24.3 The Company's electronic records, transaction records, trading records, platform records and server logs may be relied upon as evidence of instructions, transactions, communications and account activity, subject to applicable law.

## 25. AMENDMENTS

25.1 The Company may amend these Terms from time to time.

25.2 Revised Terms may be published on the Company's website or client portal or communicated through another appropriate channel.

25.3 Where permitted by applicable law, continued use of the Company's services following the effective date of revised Terms shall constitute acceptance of those revised Terms.

## 26. GOVERNING LAW AND JURISDICTION

26.1 These Terms shall be governed by and construed in accordance with the laws of Saint Lucia unless a separate written agreement expressly provides otherwise.

26.2 Subject to any mandatory rights arising under applicable law, any dispute arising out of or in connection with these Terms shall be subject to the jurisdiction of the competent courts of Saint Lucia.

## 27. SEVERABILITY

27.1 If any provision of these Terms is held to be invalid, unlawful or unenforceable, such provision shall be severed or limited to the minimum extent necessary.

27.2 The remaining provisions shall continue in full force and effect.

## 28. NO WAIVER

28.1 No failure or delay by the Company in exercising any right, power or remedy shall constitute a waiver of that right, power or remedy.

28.2 A waiver on one occasion shall not constitute a waiver of any subsequent breach or event.

## 29. ENTIRE AGREEMENT

29.1 These Terms, together with all documents expressly incorporated into them, constitute the contractual terms governing the Client's use of the relevant services unless otherwise agreed in writing.

29.2 Nothing in these Terms shall prevent the Company from imposing additional or specific conditions in relation to a particular account, product, promotion, trading instrument or service.

## 30. CLIENT ACKNOWLEDGEMENT

By opening, maintaining or using an account with Elyon Markets Inc., the Client acknowledges and confirms that:

(a) the Client has read and understood these Terms;

(b) the Client understands the risks associated with leveraged trading;

(c) execution may occur at the next available executable price;

(d) slippage, gaps, partial fills and technical interruptions may occur;

(e) High-Frequency Trading is prohibited;

(f) prohibited arbitrage, toxic trading, abusive trading, manipulative trading and technical exploitation are prohibited;

(g) the Client shall not attempt to circumvent the Company's account conditions, trading controls or risk controls;

(h) the Company may monitor and investigate suspected breaches of these Terms; and

(i) the Company may take reasonable and proportionate remedial action in accordance with these Terms and applicable law.

## 31. COMPANY DETAILS

Elyon Markets Inc.
Company Registration No. 2025-00859
Registered Address:
Unit 1, La Place Creole
Rodney Village, Rodney Bay
Gros-Islet
Saint Lucia