



These Terms and Conditions of Service and Trading (the “**Terms**”) govern rights and obligations in connection with the use of the Services (as defined below) provided by **Alpha Capital Group Limited**, incorporated in England and Wales under company number 13719951 with its principal place of business at 6-7 Waterside Station Road Harpenden AL5 4US (“**Alpha**”, “**we**”, “**our**”), and offered through our Site (as defined below).

BACKGROUND

- (A) Alpha is in the business of providing the Available Services (as defined below).
- (B) The User (as defined below) agrees to obtain, and Alpha agrees to provide the Services, on the terms set out in these Terms.

IT IS AGREED as follows:

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

1.1 Definitions

Affiliate	means, with respect to any party, any other party controlling, controlled by or under common control with such party. For the purposes of this definition, the term “control” (and correlative terms) means the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a party.
Alpha Account(s)	either an Analyst Account (including, where the context requires, a Free Trial Account) or a Qualified Analyst Account (as applicable).
Analyst	a User who is virtually trading through an Analyst Account.
Analyst Account	a Virtual Account with in-built evaluation phases which Users must complete.
Available Services	the services as set out on the “Home” page of our Site.
Business Days	means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Evaluation(s)	virtual trading evaluations that a User must pass before they are eligible for a Qualified Analyst

	Account, as further set out in condition 8.2 and Schedule 1.
Checkout.com	the payment gateway provided at https://www.checkout.com/ .
CoinPayments	the payment gateway provided at https://www.coinpayments.net/ .
Free Trial Account	a limited-use version of an Analyst Account made available to Trial Users (with Alpha making available a selection of the Available Services on a fee-free basis at its discretion) as further set out in condition 2.
Nuvei	the payment gateway provided at https://www.nuvei.com/ .
Proprietary Trading	the business of Alpha, at its own discretion, trading its own money, not that of its Users, to make a profit in the financial markets.
Qualified Analyst	a User who is virtually trading through a Qualified Analyst Account.
Qualified Analyst Account	a Virtual Account (which does not contain built-in evaluations) offered to Analysts who have completed the evaluation phases associated with the Analyst Account.
Rise	the payment gateway provided at https://www.riseworks.io/ .
Services	the services purchased by the User out of the Available Services, which include the Support.
Site	Alpha Capital (alphacapitalgroup.uk) .
Support	as defined in condition 8.1.
Trial User	a User who has registered for a Free Trial Account and accepted the terms of these Terms.
United States Dollars	means the official currency of the United States of America.
User, you, your	the individual who has registered for a Virtual Account and accepted the terms of these Terms.

User Acceptance	the User's tick box consent via our Site to the terms of these Terms.
Veriff	the identity verification platform provided at https://www.veriff.com/ .
Virtual Account	An account of a User that is registered with Alpha, which provides Users access to the Available Services and functionality of our Site.
Sim Profit Targets	the virtual profit targets to be achieved by Analysts as set out in Schedule 1.
Virtual Trading Rules	the virtual trading rules set out in condition 9 below.

- 1.2 Any reference to "days" in these Terms shall be a reference to a calendar day.
- 1.3 All references to "\$" in these Terms and our Site are to United States Dollar, and all references to "K" when following a number mean one thousand, for example "\$200K" means 200,000 United States Dollars.
- 1.4 In the case of any discrepancy between the Evaluation requirements listed in Schedules 1-3 and our Site, then our Site shall take precedence.

2. **FREE TRIAL ACCOUNT**

- 2.1 In consideration of a User's compliance with the obligations set out in these Terms, we may from time to time offer a User a Free Trial Account option in respect of the use of the Available Services. The term of any trial period will be set out at the time of the User's registration as a Trial User.
- 2.2 During the trial period, no fees shall be due or payable by a User. Following expiry of the trial period, these Terms shall continue in accordance with the terms set out in the remainder of these Terms. The Trial User will be provided with an Alpha Account, and fees shall be due and payable in accordance with condition 11 below.

3. **USER REGISTRATION; COMMENCEMENT AND PROVISION OF THE SERVICES**

- 3.1 By completing the registration form available on our Site, you create a Virtual Account and accept the terms of these Terms. We may carry out checks (including but not limited to verification of identity, fraud prevention checks and checks into your current and past activities on the Virtual Account and the Evaluations (as applicable)) from time to time as we deem appropriate, including through our chosen third-party verification service providers. Our Site is accessible from the most commonly used web browsers, but we do not warrant or guarantee that the Services will be compatible with any specific equipment, browser or software.

- 3.2 These Terms shall commence on the date of User Acceptance and shall continue until terminated in accordance with its terms. Alpha shall provide the Services to the User in accordance with these Terms from the date of User Acceptance.
- 3.3 If Alpha's performance of its obligations under these Terms is prevented or delayed by any act or omission of the User, then, without prejudice to any other right or remedy it may have, Alpha shall be allowed an extension of time to perform its obligations equal to the delay caused by the User.

- 3.4 Alpha may make non-material changes to the Services to:

- 3.4.1 reflect changes in applicable laws and regulatory requirements;
- 3.4.2 to make minor technical adjustments and improvements, for example to address a security threat; and/or
- 3.4.3 to update digital content, provided that the digital content always matches the description that Alpha provided to the User at the time of purchase.

Alpha may make such changes without notice because such changes do not affect the User's use of the Services.

- 3.5 If Alpha needs to make material changes to the Services, Alpha will notify the User and the User will then have the right to contact Alpha to cancel the Services before the changes take effect.

4. **OTHER TERMS APPLY**

- 4.1 These Terms refer to the following additional terms, which also apply to the User's receipt and use of and access to the Services:

- 4.1.1 Website Terms of Use: [Alpha Capital \(alphacapitalgroup.uk\)](https://alphacapitalgroup.uk/);
- 4.1.2 Community Guidelines: [Alpha Capital Help Center \(alphacapitalgroup.uk\)](https://alphacapitalgroup.uk/);
- 4.1.3 Privacy Policy: [Alpha Capital \(alphacapitalgroup.uk\)](https://alphacapitalgroup.uk/);
- 4.1.4 Cookie Policy: [Alpha Capital \(alphacapitalgroup.uk\)](https://alphacapitalgroup.uk/);
- 4.1.5 Rise Terms of Service: [Rise \(https://www.riseworks.io/terms-of-service\)](https://www.riseworks.io/terms-of-service/);
- 4.1.6 Veriff Terms of Service: [Veriff \(https://www.veriff.com/terms-of-service/ver-TOS-2302\)](https://www.veriff.com/terms-of-service/ver-TOS-2302/);
- 4.1.7 Checkout.com Terms of Service: [Checkout.com \(https://www.checkout.com/legal/terms-and-policies\)](https://www.checkout.com/legal/terms-and-policies/);
- 4.1.8 CoinPayments Terms of Service: [CoinPayments \(https://www.coinpayments.net/help-terms\)](https://www.coinpayments.net/help-terms/); and

4.1.9 Nuvei Terms of Service: <https://www.nuvei.com/>

5. CHANGES TO THESE TERMS AND CONDITIONS OF SERVICE AND TRADING AND THE SERVICES

- 5.1 We reserve the right, in our sole discretion, to update, change or replace any part of these Terms and Conditions of Service and Trading and the Services by posting updates to these Terms and Conditions of Service and Trading on our website. We will, however, notify you by email if there is a material change to an Evaluation which you are currently participating in.
- 5.2 It is your responsibility to check our website periodically for changes to these Terms and Conditions of Service and Trading and the Services.
- 5.3 Your continued use of the Services following the posting of any changes to these Terms and Conditions of Service and Trading or the Services (including any specific notification in respect of the Evaluations) constitutes acceptance of those changes.

6. ALPHA'S RIGHTS TO SUSPEND PROVISION OF THE SERVICES

- 6.1 Alpha may suspend the supply of Services in limited circumstances. Alpha does this to:
- 6.1.1 deal with technical problems or make minor technical changes;
 - 6.1.2 update the Services to reflect changes in relevant laws and regulatory requirements; or
 - 6.1.3 make changes to the Services.
- 6.2 Alpha will advise Users of any suspension of the Services. Alpha will contact Users in advance to advise of the suspension of Services unless the problem is urgent or an emergency. If Alpha suspends supply, or advises it will suspend supply, for more than 30 days a User can contact Alpha's Customer Service Team at its e-mail address or at the address listed in condition 25 of these Terms to end these Terms and will receive a refund of any fees paid in advance for Services that will not be received.
- ## **7. ALPHA RIGHTS TO WITHDRAW FROM THIS AGREEMENT OR SUSPEND SERVICES**
- 7.1 Alpha may terminate and/or may suspend a User's access to the Services (or any part thereof) if a User fails, or Alpha suspects that a User has failed, to comply with any term or provision of these Terms. The User will remain liable for all amounts due up to and including the date of termination or suspension (as applicable).
- 7.2 Alpha may terminate these Terms if a User fails to make any payment to Alpha when it is due and fails to make such payment within 10 days of Alpha reminding the User that payment is due.

- 7.3 If the User causes Alpha to incur losses, for example, through the provision of incomplete, untrue, or outdated information, that may damage Alpha's business or good reputation, Alpha may terminate (and/or may suspend User access to the Services (or any part thereof)). The User will remain liable for all amounts due up to and including the date of termination or suspension (as applicable).

8. SERVICES AND ACCOUNT TYPES

- 8.1 *Services We Provide:* Subject to Users signing up to these Terms, we provide Users with the opportunity to trade in a virtual capacity where live market conditions are simulated, offering you the opportunity to gain experience of trading risking only virtual funds. We also provide a knowledge base which includes several online resources as well as email and live chat support (the "**Support**").

You acknowledge and agree that: (i) any trading that you perform as part of the Services is not real but simulated; (ii) any funds provided to you within an Alpha Account are virtual funds which are not real and that you have no right to possess those virtual funds beyond the scope of their use within the Services; (iii) the virtual funds within an Alpha Account may not be used for any actual trading; and (iv) you are not entitled to the payment of the virtual funds generated within your Alpha Account, nor will you be required to pay any virtual losses.

The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By registering for an account on our Site, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You acknowledge and accept that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws. We reserve the right to refuse, restrict or terminate the provision of any Services to any natural person who does not meet the requirements set out in this condition 8.1.

- 8.2 *Account Types:* We offer a **Free Trial Account**. Following your registration as a Trial User, you may access and use your Free Trial Account to place virtual trades to test your strategy and determine whether you wish to purchase an Alpha Account. Further details can be located here: [Alpha Capital \(alphacapitalgroup.uk\)](https://help.alphacapitalgroup.uk/).

We offer two Alpha Accounts:

8.2.1 Analyst Account

Following your registration as a User, you will be eligible for an Analyst Account. There are a range of Analyst Accounts that can be opened with different virtual trading opening balances and with Evaluations, including Sim Profit Targets to be achieved, and one, two or three Evaluation phases to pass, before an Analyst is eligible for a Qualified Analyst Account as further set out at Schedule 2 and here: <https://help.alphacapitalgroup.uk/en/collections/11007442-alpha-plans>

<https://alphacapitalgroup.uk/>

For the avoidance of doubt, no Analyst Performance Fees (as defined in Schedule 2) are payable in respect of any activity undertaken through an Analyst Account.

There are no time limits applicable to the Evaluations, but you must ensure that all Evaluation requirements continue to be achieved throughout the time in which you are taking part in an Evaluation.

8.2.2 Qualified Analyst Account

If you successfully complete the analyst evaluation phase within an Analyst Account, you may be eligible to operate a Qualified Analyst Account. Schedule 2 contains further details of and terms and conditions applicable to the operation of a Qualified Analyst Account.

9. **VIRTUAL TRADING RULES**

The Virtual Trading Rules are as set out below:

- 9.1.1 each Alpha Account and all virtual funds within it remain the property of Alpha (the “**Account Owner**”);
- 9.1.2 Analysts and Qualified Analysts may receive account credentials, virtual trade execution rights and statements for their Alpha Account on behalf of the Account Owner, yet are prohibited from any direct contact with, or instruction to any Account Owner broker or any other intermediary. Any such direct and non-Account Owner sanctioned contact with any Account Owner broker or intermediary will result in instant termination of the Services and the closure of your Alpha Account;
- 9.1.3 Analysts may hold multiple active accounts. For Evaluation accounts, there is no maximum total allocation limit. For Qualified Analyst accounts, the maximum total allocation per household is \$400,000, with a maximum allocation of \$300,000 per strategy (defined as the specific traded asset);
- 9.1.4 if you fail any relevant Evaluation, then your Alpha Account will be closed, and you will be required to open a new Alpha Account to continue virtually trading;
- 9.1.5 the only copy trading allowed is that from your own external account to your Alpha Account. Any Analyst found copy trading other traders’ trades will be subject to review and if found to be in breach of the Virtual Trading Rules, will result in instant termination of the Services and the closure of your Alpha Account;
- 9.1.6 tradeable assets: Alpha Account: FX/Indices/Commodities;

- 9.1.7 we reserve the right to determine, at our own discretion, whether certain virtual trades, practices, strategies, or situations are not allowed;
- 9.1.8 the rules set out in Schedule 3 apply in addition to this condition 9 and may be updated from time to time on our Site and it is your responsibility to check our Site regularly to see if there have been any changes, any changes will apply as soon as they are posted to our Site. If additional information is required, please reach out to the support team at support@alphacapitalgroup.uk;
- 9.1.9 We understand that if an Analyst has reached the requisite Sim Profit Target, they may not want to risk taking a loss and having to regain the virtual profit required to pass the respective Evaluation phase; however, the Evaluations have different minimum trading day requirements depending on the account type: Alpha One accounts require only 1 minimum trading day; Alpha Pro and Alpha Swing accounts require 3 minimum trading days in phase one and 3 minimum trading days in phase two; Alpha Three accounts require 3 minimum trading days in each of its three phases. Analysts must continue to trade until they meet the minimum trading days requirement applicable to their account;

10. **DISCLAIMERS**

- 10.1 *Professional Disclaimer:* Alpha Accounts are not live trading accounts; they are fully simulated accounts utilising real market quotes from liquidity providers. The traders featured are representative only and include selected traders who allow their names to be publicly disclosed. Trader performance quoted represents past performance in a simulated environment and does not guarantee current or future performance. Further, actual financial instrument trading involves substantial risk of loss and is not suitable for every investor. The virtual trading activities referenced by or undertaken utilising the Services are designed as an educational service but are not intended to promote or encourage you to engage in live trading activity and may not be suitable for all persons.

Ultimately, trading in financial markets is a high-risk activity and you are advised not to risk more than you can afford to lose.

Information and materials provided by us as part of the Services are intended solely for educational purposes related to trading on financial markets and do not serve in any way as a specific investment recommendation, business recommendation, investment opportunity analysis or similar general recommendation regarding the trading of investment instruments.

All trading activity carried out by Users is simulated or virtual trading only.

11. CHARGES AND PAYMENT

- 11.1 In consideration of the provision of the Services, Alpha will charge Users the relevant fees, in fiat (\$) or those cryptocurrencies accepted by us from time to time (as shown at checkout at the time of User registration) or any other method shown on our Site from time to time, and such fees will be clearly shown on our Site at the time of User Acceptance. If payment is to be taken at regular intervals, this will be explained to Users during the order process. Refunds will only be issued as set out in these Terms.

If Alpha is unable to collect any payment owed by the User, it may charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. A User will pay the interest together with any overdue amount.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The User acknowledges and agrees that Alpha and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, these Terms do not grant the User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 12.2 Alpha hereby grants to the User a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use the Services during the term of these Terms.
- 12.3 Alpha confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Terms.

13. DATA PROTECTION

Alpha will use personal data that the User provides as set out in Alpha's Privacy Notice <https://alphacapitalgroup.uk/privacy-policy/>.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it shall not at any time, and for a period of five years after termination or expiry of these Terms, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 14.2.
- 14.2 Each party may disclose the other party's confidential information:
- 14.2.1 to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees,

officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this condition 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

15. LIMITATION OF LIABILITY

15.1 Alpha will be responsible for losses suffered by Users where such losses are caused by Alpha breaching the terms of these Terms, unless:

15.1.1 it was not obvious that such loss would happen and nothing a User said to Alpha before Alpha accepted the User as a customer meant Alpha should have expected it (so, in the law, the loss was unforeseeable);

15.1.2 the loss was caused by a delaying event outside Alpha's control;

15.1.3 the loss could have been avoided through the taking of reasonable action by the User. For example, damage to a User's own digital content or device, which was caused by digital content Alpha supplied and which a User could have avoided by following Alpha's advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by Alpha; or

15.1.4 the loss is a business loss which is excluded because the Services are provided for use in a User's personal capacity only.

16. USER'S RIGHTS TO WITHDRAW FROM THIS AGREEMENT

16.1 Subject to condition 16.2 below, if you are a consumer for the purposes of the Consumer Contract Regulations 2013, and if you want to exercise your 14-day cooling off rights ("**Cooling-Off Rights**") you must notify Alpha's Customer Service Team at its e-mail address or at the address listed in condition 25 of these Terms within 14 days from opening your Alpha Account. You may use the standard form that we have attached at Schedule 4, or you can send us a clear statement stating that you are cancelling and providing the details of the Services you purchased and when.

16.2 You consent to the waiving of your Cooling-Off Rights at the time that you access your Alpha Account to place your first virtual trade. You will be required to confirm such rights have been waived during the User registration process.

16.3 You have the right to withdraw from these Terms if the Services are defective in that the Services are not as described, are not fit for purpose or are not of satisfactory

quality. You must notify Alpha of the defect without undue delay at its e-mail address or at the address listed in condition 25 of these Terms. When exercising your rights under this condition 16, you may request that Alpha remedies the defect or provides a reasonable discount. If the defect cannot be remedied, you can withdraw from these Terms or claim a reasonable discount.

- 16.4 These Terms are effective unless and until Alpha's provision of the Services to the User is terminated by either Alpha or the User as set out in these Terms. In addition to your rights to terminate set out above, you may terminate your use of the Services at any time by notifying Alpha that you no longer wish to use the Services as set out in these Terms. You will remain liable for all amounts due up to and including the date of termination.

17. FORCE MAJEURE

If Alpha's provision of the Services is delayed by an event outside its control, such as an act of god, collapse of buildings, fire, explosion, pandemic, epidemic or any law or action taken by a government or public authority, Alpha will inform the User of the same as soon as possible and will take reasonable steps to reduce the delay, where possible. Provided Alpha has taken these steps, it will not compensate the User for the delay.

18. ASSIGNMENT AND OTHER DEALINGS

- 18.1 Alpha may at any time transfer these Terms so that a different organisation is responsible for supplying the Services. Alpha will inform Users in writing if this happens and will ensure that the transfer won't affect a User's rights under these Terms.

19. WAIVER

- 19.1 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 19.2 A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. RIGHTS AND REMEDIES

The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

22. ENTIRE AGREEMENT

22.1 These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

23. NO PARTNERSHIP OR AGENCY

23.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

24. THIRD PARTY RIGHTS

24.1 Unless it expressly states otherwise, these Terms do not give any other party a right to enforce any term of these Terms.

25. NOTICES

25.1 All notices, requests, demands, or other communications required or permitted by the terms of these Terms will be given in writing and delivered to the respective party at the following address:

A. Alpha Capital Group Limited

6-7 Waterside Station Road Harpenden AL5 4US

accounts@alphacapitalgroup.uk

B. User

To the email address registered against the User's Alpha Account.

26. DISPUTES CONCERNING THE SERVICES

The Alpha Customer Service Team, who can be contacted at its e-mail address or at the address listed in condition 25 of these Terms, will do their best to resolve any problems a User has with Alpha or the Services.

27. NON-DISPARAGEMENT & REPUTATIONAL RISK

- 27.1 The User irrevocably agrees for the duration of these Terms and thereafter, not to disparage or denigrate Alpha in any manner that might be harmful to Alpha's reputation or business interests. This includes, but is not limited to, any form of public statement, whether made orally or in writing, on any social media platforms, or to any third-party, that could be construed as negative, defamatory, or disparaging. The parties further acknowledge that this condition 27.1 is made in consideration of the Defamation Act 2013 of the United Kingdom and any subsequent amendments or re-enactments thereof. Without prejudice to its other rights and remedies, in order to protect Alpha's interests and ensure the continued uninterrupted provision of the Services for other users, Alpha reserves the right to terminate a User's access to the Site and/or the Services in the event of a breach of this condition 27.1. The User irrevocably agrees that the determination as to what is and/or amounts to a breach of this condition 27.1 is to be made by Alpha exclusively and shall be final and binding upon the parties in respect of the revocation of access to the Site and/or the Services. The parties acknowledge that this condition 27.1 is a fundamental part of these Terms, intended to protect the integrity, reputation, and business interests of Alpha. Any breach of this condition 27.1 shall entitle Alpha to seek appropriate legal remedies, including but not limited to injunctive relief and damages, under applicable laws and regulations. This condition 27.1 shall survive the termination or expiration of these Terms.
- 27.2 In the event of any dispute arising out of or in connection with these Terms, where Alpha is compelled to engage in legal proceedings to enforce its rights under these Terms or to defend itself against any claims or legal actions initiated by the User or any third-party, the User shall be liable for all legal costs, expenses, and disbursements incurred by Alpha in relation to such proceedings. This includes, but is not limited to, legal and other professional fees, court costs, disbursements, and expenses, regardless of the outcome of such proceedings. The User acknowledges that this condition 27.2 is essential to protect Alpha's interests and agrees to indemnify Alpha for such costs fully. This indemnification obligation shall survive the termination or expiration of these Terms.
- 27.3 The User must treat Alpha and its staff respectfully. Abusive, threatening, harassing, or offensive behaviour toward Alpha or any of its employees, through any channel, is not permitted. Alpha may suspend or terminate the User's access to the Site and/or the Services for any such conduct, at its sole discretion, and its determination shall be final and binding. This condition 27.3 shall survive the termination or expiration of these Terms.

28. **GOVERNING LAW**

These Terms are governed by English law and a User may bring claims against Alpha in the English courts. If a User lives in Wales, Scotland or Northern Ireland, the User can also bring claims against Alpha in the courts of the country in which they reside. Alpha can claim against a User in the courts of the country in which they reside.

Schedule 1: Analyst Account Evaluations

Alpha Pro

	Alpha Pro		
	6%	8%	10%
Leverage	Up to 1:100	Up to 1:100	Up to 1:100
Max Sim Trading Days	Unlimited	Unlimited	Unlimited
Sim Profit Target Step 1	6%	8%	10%
Sim Profit Target Step 2	6%	5%	5%
Sim Profit Target Step 3	N/A	N/A	N/A
Analyst Performance Fee	N/A	N/A	N/A
Max Sim Drawdown	6% (static)	8% (static)	10% (static)
Max Daily Drawdown	3%	4%	5%
Max Daily Drawdown Type	Highest equity or balance	Balance-based	Balance-based
Minimum Sim Trading Days per Step	3	3	3
Max Sim Capital Growth	N/A	N/A	N/A
Hold Through High Impact News	Yes	Yes	Yes
Hold Over The Weekend	Yes	Yes	Yes

Alpha Pro Plans have 3 variations: 6% / 8% / 10% (differences are profit target, daily drawdown and max drawdown), detailed further below in the relevant links.

<https://help.alphacapitalgroup.uk/en/articles/8420429-alpha-pro-8-10>

<https://help.alphacapitalgroup.uk/en/articles/11378706-alpha-pro-6>

Alpha Swing

	Alpha Swing
Leverage	Up to 1:30
Max Sim Trading Days	Unlimited
Sim Profit Target Step 1	10%
Sim Profit Target Step 2	5%
Sim Profit Target Step 3	N/A
Analyst Performance Fee	N/A
Max Sim Drawdown	10% (static)
Max Daily Drawdown	5%
Max Daily Drawdown Type	Balance-based
Minimum Sim Trading Days per Step	3
Max Sim Capital Growth	N/A
Hold Through High Impact News	Yes
Hold Over The Weekend	Yes

<https://help.alphacapitalgroup.uk/en/articles/9789907-alpha-swing>

Alpha One

	Alpha One		
	6%	10%	12%
Leverage	Up to 1:30	Up to 1:30	Up to 1:30
Max Sim Trading Days	Unlimited	Unlimited	Unlimited
Sim Profit Target Step 1	6%	10%	12%
Sim Profit Target Step 2	N/A	N/A	N/A
Sim Profit Target Step 3	N/A	N/A	N/A
Analyst Performance Fee	N/A	N/A	N/A
Max Sim Drawdown	4% (trailing)	6% (trailing)	8% (trailing)
Max Daily Drawdown	3%	4%	5%
Max Daily Drawdown Type	Highest equity or balance	Highest equity or balance	Highest equity or balance
Minimum Sim Trading Days per Step	1	1	1
Max Sim Capital Growth	N/A	N/A	N/A
Hold Through High Impact News	Yes	Yes	Yes
Hold Over The Weekend	Yes	Yes	Yes

<https://help.alphacapitalgroup.uk/en/articles/10097421-alpha-one-6-10-12>

Notes:

- **Leverage:** Leverage is a financial tool that allows traders to control a larger position size with a smaller amount of capital. It magnifies both potential profits and potential losses. Please trade responsibly and be aware of the risks to your trading performance associated with leverage. Although no capital is at risk on our evaluations or Qualified Analyst accounts, leverage can have a significant impact on your trading strategy.
- **Max Sim Trading Days:** There are no maximum trading days imposed during the evaluation stages. You can trade as many days as needed to complete each phase successfully.
- **Sim Profit Target:** To advance through the stages or reach the analyst account, the profit target must be met at each stage.
- **Analyst Performance Fee:** Refer to Schedule 2 for an explanation of Analyst Performance Fees and note they do not apply to Analyst Accounts, only Qualified Analyst Accounts.
- **Max Sim Drawdown:** The maximum permissible drawdown varies by plan and may be either static or trailing.
- **Max Daily Drawdown:** The daily loss limit varies by plan and is calculated based on specific percentages of your starting balance and/or equity at the beginning of each trading day. The starting balance and equity are measured at the daily candle open, which occurs at 00:00 broker time (GMT+2, or GMT+3 during US daylight saving)
- **Important notes:** Regardless of whether balance or equity is used for the daily drawdown calculation, breaches are always applied based on open trades (unrealised losses) and, therefore, on the account's current equity value. If your account's equity falls below the minimum equity limit according to the daily drawdown calculations for that day, it will result in a hard breach. In such cases, all trades will be automatically closed by our system, followed by the closure of the account.
- **Max Sim Capital Growth:** The maximum virtual capital growth on the Alpha Accounts is \$2 million. Traders who achieve a 10% virtual capital growth on their Qualified Analyst Account can request scaling. The scaling amount will be 10% of the initial account balance, allowing the trader to request performance fees and scale simultaneously. The following plans are eligible for scaling: Alpha Pro, Alpha Swing, and Alpha Three.

Requesting a Scale-up with Alpha Capital Group: To request account scaling, your account must be at the withdrawal stage. Kindly add to the 'Reason/Notes' section of the Performance Fee Request that you would like to join the scaling plan and scale up your account. Additionally, please send an email to payments@alphacapitalgroup.uk explicitly stating your request for a scale-up of the account. Please allow a timeframe of 24-48 business hours for the completion of this request. Please note that your new scaled account requires a minimum of 5 trading days before the first Performance Fee is applicable. To scale the account, each time there must be a 10% gain achieved of the account balance,

at the time of requesting scaling, the 10% gain must be present in the account (previous withdrawals are not counted)

- **Minimum Sim Trading Days:** There are imposed minimum trading days for each of the evaluation stage accounts. If you meet the profit target before this time, you will need to continue trading until you meet this criterion.
- **Spreads:** At Alpha Capital Group, we currently offer 2 account types, 'Standard Evaluation' and 'Raw Evaluation'. You can select which one you require at the checkout stage. For our Standard Evaluation, please note that there are no commission fees applicable to trades across all asset classes.
- **Hold Through High Impact News:** In Alpha Evaluation phases, trading is permitted without restriction. Once you become a Qualified Analyst, you must comply with the execution rules specific to your account type, which may include restricted time windows before and after news releases.
- **Hold Over The Weekend:** In Alpha Evaluation phases, holding trades over the weekend is allowed. During the Qualified Analyst stage, holding trades over the weekend is restricted on the Alpha Pro Plan but allowed on Alpha One, Alpha Swing, and Alpha Three plans. Swap fees may apply.

Schedule 2: Qualified Analyst Account: Additional Terms

This Schedule 2 only applies to Users who are approved as Qualified Analysts and are permitted to operate Qualified Analyst Accounts.

28.1 *Qualified Analyst Account:*

- 28.1.1 A Qualified Analyst Account does not have a Sim Profit Target and you may be eligible for Analyst Performance Fees as defined below.

28.2 *Analyst Performance Fees:*

- 28.2.1 An “Analyst Performance Fee” is a payment made to a Qualified Analyst by us which represents a portion of the profit made on a live trade placed by us (or an Affiliate) based on the Analysis (as defined below).
- 28.2.2 We may use analysis shared by Users in the form of virtual trades (the “**Analysis**”) for our own purposes, including Proprietary Trading, and in our sole discretion, provide Analyst Performance Fees to Qualified Analysts. We may, in our sole discretion, use the Analysis as a collective of all Qualified Analysts for our own internal use and/or it may be shared with an Affiliate, which at its discretion may use the data as signals to enter the live markets on its own capital (or the capital of an Affiliate). We do this independently in our name or the name of an Affiliate to generate revenue and profits. We fund such Analyst Performance Fees from our own funds. For the avoidance of doubt, you will never be provided with access to the live markets and/or control live funds through your use of the Services.
- 28.2.3 You will have the opportunity to make requests for withdrawals of Analyst Performance Fees bi-weekly or on-demand (please refer to the FAQ section for further details on the eligibility criteria for each payout type). Please submit an Analyst Performance Fees request via the dashboard platform <https://app.alphacapitalgroup.uk/profile>.
- 28.2.4 To receive any Analyst Performance Fees in connection with these Terms, you must request payment in fiat (\$) or cryptocurrency within the dashboard of your Alpha Account. An exchange rate fee, as set by the provider from time to time, applies when receiving Analyst Performance Fees in your domestic currencies.
- 28.2.5 All virtual trades must be closed within your Alpha Account at the time of making a withdrawal request, and all virtual trading will be paused and can only resume once the withdrawal amount has been withdrawn from the Alpha Account balance.
- 28.2.6 The Analyst Performance Fee will not be paid where we ascertain, in our sole discretion, that any of your virtual trades have been made in

contravention of the Virtual Trading Rules set out in paragraph 28.3 below (as well as those set out in condition 9 of the Terms) or otherwise in contravention of these Terms.

- 28.2.7 All Analyst Performance Fees withdrawal requests will be processed and paid via wire transfer or Checkout.com, CoinPayments, Nuvei or Rise within 3 Business Days unless the account requires additional verification checks (as set out above), in which case this could take up to 14 Business Days.

28.3 *Additional Virtual Trading Rules for Qualified Analyst Accounts:*

- 28.3.1 Once an Analyst becomes a Qualified Analyst and is provided with a Qualified Analyst Account, there are no Sim Profit Targets that must be met. A minimum Sim Profit Target is required before requesting a withdrawal of Analyst Performance Fees on a Qualified Analyst Account, which is 2% gross balance for On-Demand Payouts (for Alpha Direct, a 3% profit buffer must be reached first, then a minimum of 1% of gross profits) and \$100 gross balance for Biweekly Payouts;
- 28.3.2 A Qualified Analyst is required to maintain the same level of risk on a Qualified Analyst Account (i.e. if a Qualified Analyst had a \$100k exposure, they will need to maintain a \$100k exposure on their Qualified Analyst Account), a breach of the risk will result in instant termination of the Services and the closure of your Alpha Account closure;
- 28.3.3 Max Risk Rule: the Max Risk Rule protects Qualified Analysts from excessive open drawdown exposure on any single asset. On a Qualified Analyst Account, if your open drawdown on any given asset reaches the maximum risk threshold for your account size, this rule is breached and the account will be closed. This rule applies to Qualified Accounts only, purchased after the announcement date of 21/07/2026. For more information, please refer to <https://help.alphacapitalgroup.uk/en/articles/15888623-what-is-the-max-risk-rule-and-how-does-it-work>;
- 28.3.4 virtual position size limits:
- (a) Analyst Account: There is no maximum virtual position size exposure during the evaluation stage.
 - (b) Qualified Analyst Account: maximum virtual position size exposure, as further set out in Schedule 3

A lot is the standardised number of units of an asset being virtually traded;
and

28.3.5 risk management group: This is a temporary group in which Qualified Analyst Accounts could be moved into dependant on the virtual trading style and approach to risk on such Qualified Analyst Account falling into one of the qualifying categories below, and which will lead to a leverage reduction as below:

- (a) Risk management Alpha Pro6%/ Alpha Pro8%/ Alpha Pro10% / Alpha One/ Alpha Three: FX – 1:30 (3%); Metals – 1:9 (11%); Indices – 1:10 (10%); Oil – 1:10 (10%)
- (a) Risk management Alpha Swing: FX – 1:15 (6%); Metals – 1:4 (20%); Indices – 1:5 (20%); Oil – 1:5 (20%)

In line with a leverage reduction, the maximum lot exposure on Qualified Analyst Accounts is also reduced on the risk management group as below:

- (a) Risk management Alpha Pro6%/ Alpha Pro8%/ Alpha Pro10%/ Alpha One/ Alpha Three: \$5k – max exposure 1.25 lots; \$10K – max exposure 2.5 lots; \$25K – max exposure 5 lots; \$50k – max exposure 10 lots; \$100K – max exposure 20 lots; \$200k – max exposure 40 lots.
- (a) Risk management Alpha Swing: \$5k – max exposure 0.63 lots; \$10K – max exposure 1.25 lots; \$25K – max exposure 2.5 lots; \$50k – max exposure 5 lots; \$100K – max exposure 10 lots; \$200k – max exposure 20 lots.

After two successful performance fee payouts, your account becomes eligible for a review to return to its original leverage. Please note that this is not an automatic process but a discretionary review conducted by our Risk team at risk@alphacapitalgroup.uk. Further details about leverage and how to apply can be located here: <https://help.alphacapitalgroup.uk/en/articles/6934203-what-is-leverage-and-what-leverage-is-offered-during-the-evaluation-and-for-qualified-analyst-accounts>

<https://help.alphacapitalgroup.uk/en/articles/9691161-risk-management-group-pro>

<https://help.alphacapitalgroup.uk/en/articles/9789907-alpha-swing>

The qualifying categories are:

- (a) consistently losing or risking 2% or more in a single trade or sequence of trades closed around the same time;
- (b) extreme scalping (a high frequency of short-duration trades relative to the entire trading history);

- (c) 'all or nothing' style approach: example, risking 4% to make 8%. We are looking at the max risk & loss, not the profit made, by way of example only, you can risk 2% and make 8% and this would not constitute as 'all or nothing' style approach;
- (d) excessive max lot / max margin usage;
- (e) gambling through high-impact news (both during evaluation & soft breach on qualified accounts); or
- (f) 'account rolling' (full risk on evaluation or qualified accounts to either pass or fail &/or a large quantity of accounts passing & failing within a short timeframe. Previous failed accounts are taken into consideration). This may also lead to a 30-day pause of Services to help prevent you from consistently mistreating our evaluation and qualified accounts by not taking a serious approach to risk management and longevity of the Qualified Analyst Account.

28.4 *Qualified Analyst Account Disclaimer:*

- 28.4.1 All trading activity carried out by Users is simulated or virtual trading only. Where a User progresses to a Qualified Analyst Account, the trading activity remains simulated or virtual, but we may use analysis shared by Users in the form of virtual trades for our own purposes, including Proprietary Trading and provide Analyst Performance Fees to the User. Users only pay fees for our educational and training services, and never have any capital at risk on their Virtual Accounts. As we are not carrying out any regulated investment business and we are not issuing any financial promotions, we are not required to be authorised and regulated by the Financial Conduct Authority, and our services will not be covered by the Financial Ombudsman Service.
- 28.4.2 Hypothetical or simulated performance results have certain limitations. Unlike an actual performance record, simulated results do not represent actual trading activity. Also, because the trades are virtual (i.e., they have not actually been executed), the results may have under- or overcompensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs, in general, are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that a Qualified Analyst Account or any Alpha Account will or is likely to achieve virtual profits or losses similar to those shown.

Alpha Pro

	Alpha Pro		
	6%	8%	10%
Leverage	Up to 1:100	Up to 1:100	Up to 1:100
Max Sim Trading Days	N/A	N/A	N/A
Minimum Sim Profit Target - Biweekly	\$100	\$100	\$100
Minimum Sim Profit Target - On-Demand	2%	2%	2%
Analyst Performance Fee	80%	80%	80%
Max Sim Drawdown	6% (static)	8% (static)	10% (static)
Max Daily Drawdown	3%	4%	5%
Max Daily Drawdown Type	Highest equity or balance	Balance-based	Balance-based
Minimum Sim Trading Days - Biweekly	5 trading days for the first payout	5 trading days for the first payout	5 trading days for the first payout
Minimum Sim Trading Days - On-Demand	N/A - 40% best-day consistency	N/A - 40% best-day consistency	N/A - 40% best-day consistency
Max Sim Capital Growth	\$2.000K	\$2.000K	\$2.000K
Hold Through High Impact News	Yes (5-minute window)	Yes (2-minute window)	Yes (2-minute window)
Hold Over The Weekend	No	No	No

Alpha Pro Plans have 3 variations: 6% / 8% / 10% (differences are profit target, daily drawdown and max drawdown), detailed further below in the relevant links.

<https://help.alphacapitalgroup.uk/en/articles/8420429-alpha-pro-8-10>

<https://help.alphacapitalgroup.uk/en/articles/11378706-alpha-pro-6>

Alpha Swing

	Swing
Leverage	Up to 1:30
Max Sim Trading Days	N/A
Minimum Sim Profit Target - Biweekly	N/A
Minimum Sim Profit Target - On-Demand	2%
Analyst Performance Fee	80%
Max Sim Drawdown	10% (static)
Max Daily Drawdown	5%
Max Daily Drawdown Type	Balance-based
Minimum Sim Trading Days - Biweekly	N/A
Minimum Sim Trading Days - On-Demand	N/A - 40% best-day consistency
Max Sim Capital Growth	\$2.000K
Hold Through High Impact News	Yes
Hold Over The Weekend	Yes

<https://help.alphacapitalgroup.uk/en/articles/9789907-alpha-swing>

Alpha One

	Alpha One		
	6%	10%	12%
Leverage	Up to 1:30	Up to 1:30	Up to 1:30
Max Sim Trading Days	1	1	1
Analyst Performance Fee	80%	80%	80%
Max Sim Drawdown	4% (trailing)	6% (trailing)	8% (trailing)
Max Daily Drawdown	3%	4%	5%
Max Daily Drawdown Type	Highest equity or balance	Highest equity or balance	Highest equity or balance
Minimum Sim Trading Days - Biweekly	5 trading days for the first payout	5 trading days for the first payout	5 trading days for the first payout
Minimum Sim Trading Days - On-Demand	N/A - 40% best-day consistency	N/A - 40% best-day consistency	N/A - 40% best-day consistency
Max Sim Capital Growth	\$2.000K	\$2.000K	\$2.000K
Hold Through High Impact News	Yes (5-minute window)	Yes (5-minute window)	Yes (5-minute window)
Hold Over The Weekend	Yes	Yes	Yes

<https://help.alphacapitalgroup.uk/en/articles/10097421-alpha-one-6-10-12>

Alpha Direct

	Direct
Leverage	Up to 1:30
Max Sim Trading Days	N/A
Minimum Sim Profit Target - Biweekly	N/A
Minimum Sim Profit Target - On-Demand	3% buffer + 1% gross
Analyst Performance Fee	90%
Max Sim Drawdown	5% (trailing)
Max Daily Drawdown	3%
Max Daily Drawdown Type	Highest equity or balance
Minimum Sim Trading Days - Biweekly	5 trading days for the first payout
Minimum Sim Trading Days - On-Demand	N/A - 15% best-day consistency
Hold Through High Impact News	Yes (5-minute window)
Hold Over The Weekend	No

<https://help.alphacapitalgroup.uk/en/articles/16003693-alpha-direct>

Schedule 3: Additional Virtual Trading Rules

ALPHA PRO PLAN

The Alpha Pro plan is the standard Alpha Capital Group's 2-step evaluation.

Key Features:

- **Profit Targets, Drawdown Limits:**

- **Pro6% plan:**

- Phase 1 profit target: 6%
 - Phase 2 profit target: 6%
 - Max Drawdown (static): 6%
 - Max Daily Drawdown (calculated over the highest end-of-day balance or equity, whichever is greater): 3%
 - Minimum trading days (for each phase): 3

- **Pro8% plan:**

- Phase 1 profit target: 8%
 - Phase 2 profit target: 5%
 - Max Drawdown (static): 8%
 - Max Daily Drawdown (balance-based): 4%
 - Minimum trading days (for each phase): 3

- **Pro10% plan:**

- Phase 1 profit target: 10%
 - Phase 2 profit target: 5%
 - Max Drawdown (static): 10%
 - Max Daily Drawdown (balance-based): 5%
 - Minimum trading days (for each phase): 3
 - For more information on how the daily drawdown works, please refer to <https://help.alphacapitalgroup.uk/en/articles/6934210-what-are-the-daily-risk-limits-and-how-do-they-work>

- **Leverage & Lot Exposure:**

- The Alpha Pro plan offers a leverage of up to 1:100 across different asset classes, giving traders the power to manage larger positions relative to their account size:
 - *FX: 1:100*
 - *Metals: 1:30*
 - *Indices: 1:20*
 - *Oil: 1:10*
- Alongside leverage, the maximum lot exposure on Pro account is adjusted based on account size as follows:
 - *\$5k = Max 2.5 lots*
 - *\$10k = Max 5 lots*
 - *\$25k = Max 10 lots*
 - *\$50k = Max 20 lots*
 - *\$100k = Max 40 lots*
 - *\$200k = Max 80 lots*
 - *\$300k = Max 120 lots*

Please note that the max lot exposure will depend on your leverage requirements and available margin.

During the account review at the withdrawal stage, should any violations of this rule be identified, we adhere to a rigorous procedure.

Upon the initial instance of violating this rule, the performance fee acquired through lot sizes exceeding the permissible limit will not be eligible for withdrawal.

Upon the second instance of violating this rule, this will lead to the performance fee being forfeited and the Qualified Analyst Account being deactivated.

Please note that violations are assessed per position, not per trade idea. Therefore, a sequence of trades can result in multiple violations of this rule. For example, if the maximum lot limit for an account is 10 lots, a single trade of 11 lots followed by another trade of 1 lot, while the first trade remains open, will result in two breach counts and the account's closure.

Additional Features:

- **News Trading Pro6%:** Trading during major news events is allowed, with a 5-minute window on both sides of the event - you are NOT allowed to execute any new trade or

close an existing trade on the targeted instrument in the window of 5 minutes before until 5 minutes after the release of the news announcements.

- **News Trading Pro8% and Pro10%:** Trading during major news events is allowed, with a 2-minute window on both sides of the event - you are NOT allowed to execute any new trade or close an existing trade on the targeted instrument in the window of 2 minutes before until 2 minutes after the release of the news announcements
- **Weekend Hold:**
 - Phase 1/2: Holding trades over the weekend is **allowed**
 - Qualified Analyst Account: Holding trades over the weekend is **not allowed**

Maximum allocation:

The maximum allocation is \$400,000, which is shared across all four plans Pro, Swing, One and Three.

ALPHA SWING PLAN

The Alpha Swing plan is designed for traders who prefer longer-term strategies, with relaxed rules on news trading and weekend holds. This plan provides flexibility, making it ideal for traders who need more freedom in their trading approach.

Key Features:

- **Profit Targets, Drawdown Limits:**
 - Phase 1 profit target: 10%
 - Phase 2 profit target: 5%
 - Max Drawdown (static): 10%
 - Max Daily Drawdown (balance-based): 5%
 - Minimum trading days (for each phase): 3
 - For more information on how the daily drawdown works, please refer to <https://help.alphacapitalgroup.uk/en/articles/6934210-what-are-the-daily-risk-limits-and-how-do-they-work>
- **Leverage & Lot Exposure:**
 - The Alpha Swing plan offers a leverage of 1:30 across different asset classes, giving traders the power to manage larger positions relative to their account size:
 - *FX: 1:30*

- *Metals: 1:9*
- *Indices: 1:10*
- *Oil: 1:10*
- Alongside leverage, the maximum lot exposure on Swing accounts is adjusted based on account size as follows:
 - *\$5k = Max 1.25 lots*
 - *\$10k = Max 2.5 lots*
 - *\$25k = Max 5 lots*
 - *\$50k = Max 10 lots*
 - *\$100k = Max 20 lots*
 - *\$200k = Max 40 lots*
 - *\$300k = Max 60 lots*

Please note that the max lot exposure will depend on your leverage requirements and available margin.

During the account review at the withdrawal stage, should any violations of this rule be identified, we adhere to a rigorous procedure.

Upon the initial instance of violating this rule, the performance fee acquired through lot sizes exceeding the permissible limit will not be eligible for withdrawal.

Upon the second instance of violating this rule, this will lead to the performance fee being forfeited and the Qualified Analyst Account being deactivated.

Please note that violations are assessed per position, not per trade idea. Therefore, a sequence of trades can result in multiple violations of this rule. For example, if the maximum lot limit for an account is 10 lots, a single trade of 11 lots followed by another trade of 1 lot, while the first trade remains open, will result in two breach counts and the account's closure.

Additional Features:

- **News Trading:** Trading during major news events is allowed. However, if a trade is initiated within 2 minutes before or up to 2 minutes after a news release (a 4-minute window), its duration must exceed 2 minutes for the trade to be valid. Please note that Swing accounts are also subject to gambling rules: <https://help.alphacapitalgroup.uk/en/articles/7060909-what-is-alpha-capital-group-s-policy-against-gambling-in-trading>
- **Weekend Hold:**

- Phase 1/2: Holding trades over the weekend is **allowed**
- Qualified Analyst Account: Holding trades over the weekend is also **allowed**
- **Important Notices**
 - Swing accounts are only available with the On-Demand payout type: <https://help.alphacapitalgroup.uk/en/articles/10102634-on-demand-performance-fee>
 - They are also subject to the rules on gambling and the Risk Management Group: <https://help.alphacapitalgroup.uk/en/articles/7060909-what-is-alpha-capital-group-s-policy-against-gambling-in-trading>; <https://help.alphacapitalgroup.uk/en/articles/11325791-risk-management-group-swing>

Maximum allocation:

The maximum allocation is \$400,000, which is shared across all four plans Pro, Swing, One and Three.

ALPHA ONE PLAN

During the account review at the withdrawal stage, should any violations of this rule be identified, we adhere to a rigorous procedure.

Upon the initial instance of violating this rule, the performance fee acquired through lot sizes exceeding the permissible limit will not be eligible for withdrawal.

Upon the second instance of violating this rule, this will lead to the performance fee being forfeited and the Qualified Analyst Account being deactivated.

Please note that violations are assessed per position, not per trade idea. Therefore, a sequence of trades can result in multiple violations of this rule. For example, if the maximum lot limit for an account is 10 lots, a single trade of 11 lots followed by another trade of 1 lot, while the first trade remains open, will result in two breach counts and the account's closure.

Additional Features:

- **News Trading:** Trading during major news events is allowed, with a 5-minute window on both sides of the event - you are NOT allowed to execute any new trade or close an existing trade on the targeted instrument in the window of 5 minutes before until 5 minutes after the release of the news announcements. For more information about news releases and targeted instruments please refer to <https://help.alphacapitalgroup.uk/en/articles/9293522-can-i-trade-news>

- **Weekend Hold:**

- Phase 1: Holding trades over the weekend is **allowed**
- Qualified Analyst Account: Holding trades over the weekend is also **allowed**

- **Performance fee on-demand:** For a complete explanation, please refer to <https://help.alphacapitalgroup.uk/en/articles/10102634-on-demand-performance-fee>

Maximum allocation:

The maximum allocation is \$400,000, which is shared across all four plans Pro, Swing, One and Three.

PERFORMANCE FEES ON-DEMAND

The option of performance fee on-demand, on Alpha Pro/Swing/One/Three and Alpha Direct accounts, means that traders can request a payout whenever they desire, provided they fulfil the following requirements:

1. Adhere to the Best Day Rule (40% for Alpha Pro, Swing, One and Three; 15% for Alpha Direct).
1. Meet the minimum profit requirement for your plan: a minimum of 2% of gross profits on the account balance for Alpha Pro, Swing, One and Three; for Alpha Direct, a 3% profit buffer must be reached first, and a minimum of 1% of gross profits is then required on top.

Best Day Rule: This rule states that no single trading day should contribute more than a set percentage of the total generated profits (40% for Alpha Pro, Swing, One and Three; 15% for Alpha Direct). Using the 40% threshold as an example, if you earn \$1,000 on a particular trading day, you will be eligible to request a withdrawal only after your account balance exceeds \$2,500. This ensures that the \$1,000 trading day accounts for less than 40% of the total profits in the account balance. Similarly, if your total profits are \$4,000, this means that your best day should be equal to or below \$1,600 for you to be eligible to request a withdrawal.

Important notice about the trailing drawdown on Alpha One accounts

If your 6% trailing Max Drawdown gets adjusted to the initial balance (in the situation where your account reaches 6% profits), you are advised to leave a profit buffer on your account if you want to continue trading it. In this scenario, If all profits are requested, they will be withdrawn and paid, however, it will result in the closure of the account.

If your account has less than 6% profits (and the 6% trailing Max Drawdown hasn't been adjusted to the initial balance yet), you can request a payout of all profits, but the trailing Max Drawdown will remain unchanged. For example, for a \$100.000 account with \$2.000 in profits,

resulting in a \$102.000 balance, the trailing Max Drawdown will be set at \$96.000. Should you request a payout of all available profits, you will continue to trade the account with now a \$100.000 balance and the same \$96.000 trailing Max Drawdown threshold, after receiving the \$2.000 payout.

Payouts bi-weekly are not available for accounts that have chosen the performance fee on-demand method.

ALPHA THREE PLAN

The Alpha Three plan is Alpha Capital Group's 3-step evaluation.

Key Features:

- **Profit Targets, Drawdown Limits:**
 - Phase 1 profit target: 8%
 - Phase 2 profit target: 4%
 - Phase 3 profit target: 4%
 - Max Drawdown (static): 6%
 - Max Daily Drawdown (calculated over the highest end-of-day balance or equity, whichever is greater): 4%
 - Minimum trading days (for each phase): 3
 - For more information on how the daily drawdown works, please refer to <https://help.alphacapitalgroup.uk/en/articles/6934210-what-are-the-daily-risk-limits-and-how-do-they-work>
- **Leverage & Lot Exposure:**
 - The Alpha Three plan offers a leverage of up to 1:50 across different asset classes, giving traders the power to manage larger positions relative to their account size:
 - FX: 1:50
 - Metals: 1:9
 - Indices: 1:10
 - Oil: 1:10
 - Alongside leverage, the maximum lot exposure on Three accounts is adjusted based on account size as follows:

- \$5k = Max 2.5 lots
- \$10k = Max 5 lots
- \$25k = Max 10 lots
- \$50k = Max 20 lots
- \$100k = Max 40 lots
- \$200k = Max 80 lots
- \$300k = Max 120 lots

Please note that the max lot exposure will depend on your leverage requirements and available margin.

During the account review at the withdrawal stage, should any violations of this rule be identified, we adhere to a rigorous procedure.

Upon the initial instance of violating this rule, the performance fee acquired through lot sizes exceeding the permissible limit will not be eligible for withdrawal.

Upon the second instance of violating this rule, this will lead to the performance fee being forfeited and the Qualified Analyst Account being deactivated.

Please note that violations are assessed per position, not per trade idea. Therefore, a sequence of trades can result in multiple violations of this rule. For example, if the maximum lot limit for an account is 10 lots, a single trade of 11 lots followed by another trade of 1 lot, while the first trade remains open, will result in two breach counts and the account's closure.

Additional Features:

- **News Trading:** Trading during major news events is allowed, with a 5-minute window on both sides of the event - you are NOT allowed to execute any new trade or close an existing trade on the targeted instrument in the window of 5 minutes before until 5 minutes after the release of the news announcements. For more information about news releases and targeted instruments, please refer to <https://help.alphacapitalgroup.uk/en/articles/9293522-can-i-trade-news>
- **Weekend Hold:**
- **Phase 1/2/3:** Holding trades over the weekend is allowed
- **Qualified Analyst Account:** Holding trades over the weekend is also allowed

Maximum allocation:

The maximum allocation is \$400,000, which is shared across all four plans Pro, Swing, One and Three.

For more information, please refer to the Alpha Three article: <https://help.alphacapitalgroup.uk/en/articles/10192958-alpha-three>

ALPHA DIRECT PLAN

The Alpha Direct plan is Alpha Capital Group's Instant-Qualified account. There is no evaluation to pass; the account is Qualified from purchase.

Key Features:

- **Profit Targets, Drawdown Limits:**

- Profit target: N/A - the account is Qualified from purchase, there is no evaluation to pass.
- Max Drawdown (trailing per high water-mark): 5%
- Max Daily Drawdown (calculated over the highest end-of-day balance or equity, whichever is greater): 3%
- For more information on how the daily drawdown works, please refer to <https://help.alphacapitalgroup.uk/en/articles/6934210-what-are-the-daily-risk-limits-and-how-do-they-work>

- **Leverage & Lot Exposure:**

- The Alpha Direct plan offers a leverage of up to 1:30 across different asset classes, giving traders the power to manage larger positions relative to their account size:
- FX: 1:30
- Metals: 1:9
- Indices: 1:10
- Oil: 1:10
- Alongside leverage, the maximum lot exposure is adjusted based on account size as follows:
- \$5k = Max 2.5 lots
- \$10k = Max 5 lots
- \$25k = Max 10 lots
- \$50k = Max 20 lots
- \$100k = Max 40 lots
- \$200k = Max 80 lots

Please note, the max lot exposure will depend on your leverage requirements and available margin.

During the account review at the withdrawal stage, should any violations of this rule be identified, we adhere to a rigorous procedure.

Upon the initial instance of violating this rule, the performance fee acquired through lot sizes exceeding the permissible limit will not be eligible for withdrawal.

Upon the second instance of violating this rule, this will lead to the performance fee being forfeited and the Qualified Analyst Account being deactivated.

Please note that violations are assessed per position, not per trade idea. Therefore, a sequence of trades can result in multiple violations of this rule. For example, if the maximum lot limit for an account is 10 lots, a single trade of 11 lots followed by another trade of 1 lot, while the first trade remains open, will result in two breach counts and the account's closure.

Additional Features:

- **News Trading:** Trading during major news events is allowed, with a 5-minute window on both sides of the event - you are NOT allowed to execute any new trade or close an existing trade on the targeted instrument in the window of 5 minutes before until 5 minutes after the release of the news announcements. For more information about news releases and targeted instruments, please refer to <https://help.alphacapitalgroup.uk/en/articles/9293522-can-i-trade-news>
- **Weekend Hold:** Holding trades over the weekend is not allowed.
- **Performance fee on-demand:** a 3% profit buffer must be reached first, and a minimum of 1% of gross profits is then required on top; a 15% Best Day Rule applies; the profit split is 90%. For a complete explanation, please refer to <https://help.alphacapitalgroup.uk/en/articles/10102634-on-demand-performance-fee>

Maximum allocation:

The maximum allocation is \$400,000, which is shared across all four plans Pro, Swing, One and Three.

For more information, please refer to the Alpha Direct article: <https://help.alphacapitalgroup.uk/en/articles/16003693-alpha-direct>

WHAT ARE PROHIBITED TRADING STRATEGIES?

Prohibited trading strategies include:

- Taking advantage of unrealistic prices or unrealistic trade opportunities, such as arbitrage, latency, front-running price feeds, and exploiting mispricing.
- Latency trading.
- Arbitrage trading.

- High-frequency trading.
- Reverse trading/group hedging.
- Spamming Order Book.
- Group trading/signal following.

Additionally, account management services are not allowed, and all accounts and trades must be performed by the trader whose name is on the account. If you are uncertain about the compliance of your trading strategies, create a free trial account in our dashboard and let us review and approve the strategy before proceeding with an evaluation.

Remember, if you are aiming to secure a qualified analyst account of up to \$200,000, taking these rules seriously is essential. Invest the time to understand the rules, objectives, and requirements thoroughly.

More on Spamming Order Book

What is Order Book Spamming?

Order book spamming involves placing a large number of orders in the order book to create a misleading impression of market activity. This manipulative practice can disrupt market integrity, provide unfair advantages to certain traders, and strain trading systems.

Why is Order Book Spamming Prohibited?

- **Unfair Advantage:** Traders who use this tactic can gain an unfair edge, particularly in a simulated trading environment where the repercussions are less severe than in live trading. This undermines the fairness and integrity of the trading platform.
- **System Strain:** Excessive orders can overwhelm trading platforms and systems, causing delays and affecting overall market stability and efficiency. This can lead to slower response times and reduced performance for all users.

Example of Order Book Spamming:

A trader entering multiple orders (e.g., 0.1 lots) in a short period **instead of placing a single order with all the intended buying power** (e.g., 1 lot). This activity can be seen as an attempt to manipulate the price feed in a simulated environment.

	2026.07.06 17:20:47	94649359	100033313	100033313	xauusd.pro	buy	in	0.01
	2026.07.06 17:20:48	94649361	100033315	100033315	xauusd.pro	buy	in	0.01
	2026.07.06 17:20:48	94649362	100033317	100033317	xauusd.pro	buy	in	0.01
	2026.07.06 17:20:49	94649365	100033321	100033321	xauusd.pro	buy	in	0.01
	2026.07.06 17:20:50	94649368	100033324	100033324	xauusd.pro	buy	in	0.01
	2026.07.06 17:21:00	94649398	100033357	100033357	xauusd.pro	buy	in	0.01
	2026.07.06 17:21:01	94649400	100033359	100033359	xauusd.pro	buy	in	0.01
	2026.07.06 17:21:06	94649423	100033384	100033384	xauusd.pro	buy	in	0.01
	2026.07.06 17:21:16	94649499	100033464	100033464	xauusd.pro	buy	in	0.01
	2026.07.06 17:21:23	94649525	100033495	100033495	xauusd.pro	buy	in	0.01

What happens if I violate any of these rules?

We hold the right to enforce strict consequences in the event of policy violation.

We reserve the right to terminate these Terms immediately in the event of any breach by the User.

Profits generated from prohibited trading practices will be void.

All passed evaluations are subject to review, and Users found guilty of policy ignorance or abuse will not advance to the Qualified Analyst phase.

WHAT IS OUR POLICY AGAINST GAMBLING IN TRADING?

We have a strict policy against trading strategies that are deemed "all or nothing" and do not accept strategies dependent on this style of trading. Alpha Capital Group is dedicated to identifying unique and successful traders who can effectively manage risk, generate profits, and maintain consistency in the financial markets. These are the traders we partner with and provide qualified trader accounts of up to \$200,000.

Specific examples of what we define as gambling can be shown below:

- A change in lot size in comparison to the overall average on the account. Such an adjustment can be considered indicative of gambling behaviour.
- Unusual activity, such as a significant deviation from typical trade durations, can further highlight this perception. For example, if the average trade duration on an account is consistently 2, 4, or 6 hours, but a trader holds a position for a significantly shorter period during a given trade, this could be seen as an attempt to capitalise on gambling behaviour rather than adhere to proper trading practices
- Trades initiated just before and closed right after the restricted high-impact news trading window on Pro/One/Three models, or generally short-term trades on the Swing account model, identified as solely speculative around high-impact news, without an intent to hold the positions or follow a consistent strategy. Please note that this analysis depends on several factors, including the trading style and the account's overall history.

We believe any trades determined to be gambling as not a reflection of a trader who can manage risk, make profits and remain consistent in the markets. Activity of this nature will result in the removal of profits and might include termination of the contract & closure of your Qualified Trader Account.

HOW MANY ACCOUNTS CAN I HAVE? WHAT IS THE MAXIMUM ALLOCATION PER STRATEGY?

Evaluation & Verification - Allocation Rules

For evaluation Analyst Accounts, there are no maximum limits on your purchases. This flexibility allows you to explore and utilise the platform without restriction. The maximum allocation limit, however, does apply to Qualified Analyst Accounts.

Qualified Analyst Account - Allocation Rules

For Qualified Analysts, we maintain a maximum allocation of \$400,000 per household. **Please note that we have a \$300,000 limit per strategy, we define "strategy" as the assets themselves.**

This means **that you cannot trade the same asset on 2 x \$200,000 (or any sum of accounts over and above \$300,000) of Qualified Analyst Accounts**, as this would be in breach of our maximum allocation per strategy.

For example:

If you are trading GBPJPY on a \$300,000 account and EURUSD on another account of \$100,000, then this is treated as a distinctive strategy. Each currency pair has its own tendencies and market behaviour, so trading them is considered a separate strategy, even if the criteria for entering and exiting the positions are the same. However, please note that you cannot trade different but correlated assets to exceed your maximum allocation for the same trade idea. For example, suppose you have a trade idea on EURUSD in a \$200,000 account, and you place the same trade on GBPUSD in another \$200,000 account. In that case, this will be considered a breach of the maximum allocation, as you would effectively be trading \$400,000 on the same trading setup at the same time, thereby breaching the \$300,000 maximum allocation rule per strategy. The main issue in this example is that entry and exit positions are being taken simultaneously. Therefore, trading EURUSD and GBPUSD on two \$200,000 accounts is still allowed under our rules, as long as the trades are opened and closed at different times — essentially, different trade ideas.

Further clarification:

If you have account #1 - \$200,000 qualified, and account #2 - \$200,000 qualified, if you trade XAUUSD on account #1, you must NEVER trade XAUUSD on account #2, even if it's on a different day, week, etc. As long as account #1 is active, XAUUSD (and any other assets you traded on account #1) must NOT be traded on account #2.

Our Max Strategy rule ensures diversified risk management across your accounts. For example, while you can manage two \$200,000 accounts individually, applying the same strategy to both would not be permitted.

To summarise:

- \$400,000 is the MAXIMUM allocation for Qualified Analyst Accounts per Individual household (before capital growth) – traders within the same household must trade different assets
- \$300,000 is the MAXIMUM allocation per trading strategy on a Qualified Analyst Account, this is Asset-based (see examples above).

- Evaluation & Verification accounts have no maximum allocation.
 - You can purchase as many accounts as you like.

To ensure compliance with the maximum allocation rule for Qualified Analyst Accounts, any exceeding accounts will be refunded. This measure safeguards fair and balanced resource allocation across all qualified analysts.

To avoid potential withdrawal delays, Qualified Analysts are strongly advised to ensure their strategies adhere to the Max Strategy guidelines.

CAN I TRADE NEWS

During the evaluation phases, you can trade freely during all news releases. After you pass the evaluation and are a qualified trader, you should be careful when trading during news releases. On our Qualified Analyst Pro 8%/10% accounts, you are **NOT** permitted to execute any new trades or close existing trades on the targeted instruments (as listed in the table) within the window of 2 minutes before and 2 minutes after the release of the news announcements below.

To clarify, we define executing a trade as opening or closing a trade, either through a pending order (including stop loss or a take profit) or market execution. You are allowed to hold your trade(s) on the targeted instrument(s) that were opened more than 2 minutes - Alpha Pro 8%/10% Plan - or 5 minutes (Alpha Pro 6%, One and Alpha Three Plans) - before the restricted news event.

If your Stop Gain (adjusted Stop Loss in profit territory) or Take Profit is triggered/filled during the restricted time window, it will be considered a violation. This will be classified as a Soft Breach, and any profits acquired will not be eligible for a Performance Fee.

Any losses incurred during news trading are the trader's responsibility and will not be removed (please refer to the 'Important Trading Terms' article for information on potential slippage when trading under high-impact news conditions).

Summary

Alpha Pro 8%/10% Plan:

Can't open trades 2 minutes before or 2 minutes after the news release

Can't close trades 2 minutes before or 2 minutes after the news release

4-minute window (2 minutes on either side of the news) NO trades to be executed

Alpha Pro 6% Plan:

Can't open trades 5 minutes before or 5 minutes after the news release

Can't close trades 5 minutes before or 5 minutes after the news release

10-minute window (5 minutes on either side of the news) NO trades to be executed

Alpha One Plan:

Can't open trades 5 minutes before or 5 minutes after the news release

Can't close trades 5 minutes before or 5 minutes after the news release

10-minute window (5 minutes on either side of the news) NO trades to be executed

Alpha Three Plan:

Can't open trades 5 minutes before or 5 minutes after the news release

Can't close trades 5 minutes before or 5 minutes after the news release

10-minute window (5 minutes on either side of the news) NO trades to be executed

Alpha Swing Plan:

Trading during major news events is allowed. However, if a trade is initiated within 2 minutes before or up to 2 minutes after a news release (a 4-minute window), its duration must exceed 2 minutes for the trade to be valid.

Please note that Swing accounts are also subject to gambling rules:
<https://help.alphacapitalgroup.uk/en/articles/7060909-what-is-alpha-capital-group-s-policy-against-gambling-in-trading>

Affected Instrument	High Impact News / Macroeconomic Announcements
All instruments	• USD CPI/Inflation Rate • Federal Funds Rates and Statements + Press conference • Non-Farm Employment Change
XAUUSD.pro XAUUSD.raw XAGUSD.pro XAGUSD.raw	• ALL USD HIGH-IMPACT NEWS/SPEECHES • ALL AUD HIGH-IMPACT NEWS/SPEECHES • ALL CAD HIGH-IMPACT NEWS/SPEECHES • ALL EUR HIGH-IMPACT SPEECHES • ALL GBP HIGH-IMPACT SPEECHES • ALL CURRENCIES - INTEREST RATE DECISION + PRESS CONFERENCE • ALL CURRENCIES - CPI/Inflation Rate • ALL CURRENCIES - GDP GROWTH RATE • ALL CURRENCIES - PCE • ALL CURRENCIES - PMI • ALL CURRENCIES - UNEMPLOYMENT CHANGE/RATE • ALL CURRENCIES - EMPLOYMENT CHANGE/RATE
USD (related to Forex, Commodities & US indices US30.PRO/RAW, US100.PRO/RAW, US500.PRO/RAW)	• Employment Change/Rate • Unemployment Change/Rate • Non-Farm Payrolls and Employment • PMI • ISM • CPI/Inflation Rate • PPI • GDP

	• Federal Funds Rates and Statements + Press conference • Balance of Trade • Jobless Claims • Consumer Confidence/Sentiment • JOLTs Job Openings • Average Hourly Earnings • 10Y Note Auction • 30Y Bond Auction • Existing and New Home Sales • Durable Goods Orders • Speeches • Empire State Manufacturing Index • Retail Sales • Core PCE
EUR (FOREX Only, EU Indices)	• PMI • CPI/Inflation Rate • GDP • Employment Change/Rate • Unemployment Change/Rate • Retail Sales • Balance of Trade • ECB Rates and Statements + Press conference • Deposit Facility Rate • Economic Sentiment Index • Business Climate • Consumer Confidence • Speeches • ALL GBP HIGH-IMPACT NEWS/SPEECHES

GBP (FOREX Only)	• PMI • CPI/Inflation Rate • GDP • Nationwide House Prices • Mortgage Approvals • Retail Sales • Retail Price Index • Housing Price Balance • BoE Rates and Statements + Press conference • Trade Balances • Industrial and Manufacturing Production • Employment Change/Rate • Unemployment Change/Rate • Claimant Count Change • Consumer Confidence • Speeches • ALL EUR HIGH-IMPACT NEWS/SPEECHES
CAD (FOREX, Oil)	• BoC Rates and Statements + Press conference • PMI • CPI/Inflation Rate • GDP • International Merchandise Trade • Wholesale Sales • Housing Starts • Balance of Trade • Employment Change/Rate • Unemployment Change/Rate • Retail Sales

	• Speeches
AUD (FOREX Only)	• Cash Rate & RBA Statement + Press conference • Employment Change/Rate • Unemployment Change/Rate • CPI/Inflation Rate • GDP • Retail Sales • Speeches
NZD (FOREX Only)	• Official Cash Rate & RBNZ Rate Statement + Press conference • Employment Change/Rate • Unemployment Change/Rate • CPI/Inflation Rate • GDP • Speeches
CHF (FOREX Only)	• CPI/Inflation Rate • GDP • SNB Policy Rate + Press conference • Speeches
JPY (FOREX, Asian Indices)	• PMI • CPI/Inflation Rate • GDP • Monetary Base • Leading Economic Index • Japan to Sell Bonds • Industrial Production • Merchandise Trade Balance • BoJ Rates and Statements + Press conference

	• Retail Trade • Consumer Confidence • Balance of Trade • Speeches
Other Instruments	Announcements
USOIL.PRO/RAW UKOIL.PRO/RAW	• All CAD High Impact News • Crude Oil Inventories

You may refer to the following Economic Calendars for comprehensive insights into significant market-moving news events. It is worth noting that while one platform may designate certain events as "Orange" (indicating medium impact), another platform might classify them as "Red" (signifying high impact). What ultimately matters to us is whether the news release is listed above and that it is considered high-impact as per at least one of the calendar sources mentioned below:

[Myfxbook Forex Economic Calendar](#)

[Forex Factory Calendar](#)

Regarding speeches and conferences, traders should treat the no-trade window as covering their entire duration. For example, under the Alpha Pro 8%/10% plan, you should not trade starting 2 minutes before they begin, during the speech or conference itself, and for up to 2 minutes after they end.

Engaging in trades that contravene our standards for achieving unrealistic fills during high impact news events may result in the invalidation of such transactions. However, please note that this does not jeopardize the status of your account.

WHAT HAPPENS IF A RULE IS BROKEN ON A QUALIFIED TRADER ACCOUNT?

If a rule is breached on a Qualified Analyst Account, please contact support@alphacapitalgroup.uk via email. Depending on the rule broken, there will be different outcomes. For example:

- If a prohibited strategy is used: The Qualified Analyst Account may be terminated, and there is potential for a ban on services.
- If the maximum daily/maximum total loss is breached: Account closure.

Schedule 4: Example Cancellation Letter (Consumer Contracts Regulations 2013)

Alpha Capital Group Limited

6-7 Waterside, Station Road, Harpenden AL5 4US By email: accounts@alphacapitalgroup.uk

I hereby give notice that I cancel my contract of sale for the supply of the following service
[describe service] ordered on [date].

Name:

Address:

Signature _____