



# **CLIENT AGREEMENT TERMS & CONDITIONS**

Fountain Tech Ltd with Registration No. HT00424058 and licensed by MWALI INTERNATIONAL SERVICES AUTHORITY (M.I.S.A) under license No. BFX2024098, is operating by [www.xncapitals.com](http://www.xncapitals.com).

## **CLIENT AGREEMENT**

**Note:** The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and any other versions the Company may issue in other languages.

**This Client Agreement, together with any Schedule(s), and accompanying documents, as amended from time to time, (this "Agreement") sets out the terms of the contract between you and us. Please read it carefully and let us know as soon as possible if there is anything which you do not understand.**

**Risk Warning:** The products offered by the company are complex instruments and involve high risk.

Trading on such products may result in loss of your invested capital. Please ensure that you fully understand the risks involved before entering any transactions.

You should never invest more than what you can afford to lose.

The Client acknowledges and confirms that he/she is entering the agreement at its own initiative.

This website is operated by Fountain Tech Ltd. Xncapitals is the trading name of Fountain Tech Ltd with registration No.HT00424058.

## 1. INTERPRETATION

In this Agreement:

**"Account"** means the account you hold with us and designated with a particular account number.

**"Applicable Regulations"** mean:

- a. IBC Regulation Act 2014 or any other rules of a relevant regulatory authority; and
- b. all other applicable laws, rules and regulations as in force from time to time.

**"Company"** means Fountain Tech Ltd, with registration number HT00424058, regulated by Mwali International Services Authority (MISA) to offer Financial Services. In this agreement it may be referred as "us" or "we" "you", "your" or "yours" mean the person(s) or business entity in whose name the Account is held.

**"you", "your" or "yours"** mean the person(s) or business entity in whose name the Account is held.

**"Associate"** means an undertaking in the same group as us, a representative whom we or an undertaking in the same group as we appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

**"Base Currency"** means the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**"Business Day"** means a day which is not a Saturday or a Sunday and upon which banks are open for business in Comoros.

**"Electronic Services"** means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

**"Event of Default"** means any of the events of default as listed in Clause 13.(i to xiv)(Events of Default).

**"Execution"** means the completion of clients' orders on the Company's trading platform, where the Company acts as a principal to clients' transactions.

**"OTC"** means 'over the counter' and refers to transactions conducted otherwise than on an exchange. An **over-the-counter** (OTC) market is a decentralized market in which market participants trade stocks, commodities, currencies, or other instruments directly between two parties and without a central exchange or broker

**"Online Trading System" or "Trading Platform" or "Platform"** means all programs and technical facilities which provide real-time quotes, allow transactions to be made, orders to be placed/modified/deleted/executed and

calculate all mutual obligations between the Client and Company.

**"Principal"** The Company acts as Principal when it is the sole execution venue with respect to the execution of Client orders.

**"The Company Trading Desk"** trading desk is where transactions for buying and selling financial instruments occur.

**"The Company Online Trading System"** means the internet-based trading system available at our website that allows you to provide us with instructions.

**"Secured Obligations"** means the net obligation owed by you to us after the application of set-off under clause 11 (Margining Arrangements) in the paragraph entitled (Set-off on default).

**"System"** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

**"Transaction"** means any transaction subject to this Agreement and includes a CFD, or forward contract of any kind, future, option or other derivative contract in relation to any commodity, financial instrument (including any security), currency, interest rate, index or any combination thereof and any other transaction or financial instrument for which we are authorised under our Investment Dealer (Broker) license from time to time which we both agree shall be a Transaction.

**"Order"**: when the Client gives an instruction to the Company to open or close a position when the price reaches the limit that the Client set.

**"Open Position"**: it's the situation when the position has not been closed and which is not completed.

**"Margin Call"**: means the situation when the margin to open or maintain a position is insufficient, then the Client is informed by the Company to deposit additional funds.

**"Contract for Difference (CFD) "**: means a CFD on spot foreign exchange or a CFD on spot metals or any other CFD related instrument that is available for trading through Trading IM.

## **2. INTRODUCTION**

### **Scope of this Agreement**

This Agreement sets out the basis on which Fountain Tech Ltd (herein “the Company”) will provide services to you. This Agreement governs each Transaction entered into or outstanding between us on or after the execution of this Agreement.

### **Commencement**

This Agreement supersedes any previous agreement between you and us on the same subject matter and takes effect when you indicate your acceptance via our website. This Agreement shall apply to all Transactions contemplated under this Agreement.

By accepting this Agreement, the Client also accepts and agrees to be bound, inter alia, by the provisions of the following policies (hereafter the “Policies”), which form an integral part of this Agreement and which are required to be electronically acknowledged and accepted by the Client during the online registration procedure:

1. Privacy Policy;
2. Risk Disclosure Policy;
3. Withdrawal Policy;
4. Complaints Handling Policy;
5. AML Policy
6. KYC Policy
7. Bonus Terms
8. Cookies Policy

The above policies are in the Company’s website at <https://xncapitals.com/> and may be updated by the Company when is deemed necessary. The client is responsible for visiting the website often and making itself familiar with any updates related to the abovementioned policies and terms that may occur from time to time.

### **3. GENERAL INFORMATION**

We, the Company, are authorized and regulated in the Comoros Union under the MWALI INTERNATIONAL SERVICES AUTHORITY. Our registered office is at Bonovo Road, Fomboni, Island of Moheli, Comoros Union.

The Company is a market maker and deals as principal in Financial Derivative Instruments and Securities, predominately Contracts for Differences (CFDs) on currency pairs, foreign exchange (hereafter 'Forex'), as well as CFDs on different underlining instruments. The Company will be operating through a leased online trading platform and own its operating domains.

#### **Language**

This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we will communicate with you in other languages in addition to English.

#### **Communication with us**

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). Our contact details are set out in Clause 18 (Miscellaneous) under the heading "Notices". The language of communication shall be in English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail.

#### **Capacity**

We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else.

## **Legal Age**

The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. In case the Company identifies from the documents provided by you to the Company, that you are not at least 18 years old, the Company will suspend your account. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

## **General interpretation**

A reference in this Agreement to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the Applicable Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

## **Schedules**

The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Transaction shall not preclude a similar clause being expressed or implied in relation to any other Transaction. You acknowledge having read, understood and agreed to the Schedules to this Agreement.

## **Headings**

Headings are for ease of reference only and do not form part of this Agreement.



#### **4. REGULATION**

##### **Subject to Applicable Regulations**

This Agreement and all Transactions are subject to Applicable Regulations so that:

- a. nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations;
- b. we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
- c. all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
- d. such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.

##### **Action by regulatory body**

If a regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

## **5. COSTS, PAYMENTS AND CHARGES**

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us (and which are available on request). A copy of our current charges is published on our website. Any alteration to charges will be notified to you before the time of the change. In case you need any further information in relation to cost and charges you should contact the company at [support@xncapitals.com](mailto:support@xncapitals.com).

### **Additional costs**

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.

### **Payments**

All payments to us under this Agreement shall be made in such currency as we may from time to time specify to the bank account or other payment methods, designated by us for such purposes. All such payments shall be made by you without any deduction or withholding.

### **Rollovers, Interest**

A daily financing charge may apply to each FX/CFD open position at the closing of the Company's trading day as regard to that FX/CFD. If such financing charge is applicable, it will either be requested to be paid by Client directly to the Company or it will be paid by the Company to Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates. The financing charge will be credited or debited (as appropriate) to Client's account on the next trading day following the day to which it relates.

The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. Changes in our financing fee interest rates and calculations shall be at our own discretion and without notice. Clients need to always check our website and/or platform for the current rates charged. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters.

### **Withdrawal Request**

The Client acknowledges that when requesting a withdrawal, certain costs/fees apply as per the withdrawal policy of the Company available in the Company's website. For further information about the cost the client can contact [support@xncapitals.com](mailto:support@xncapitals.com).

## **6. YOUR OWN RISK**

You acknowledge that all CFD's are entirely at your own risk. We shall not be liable for any losses you incur, of whatever nature, which arise from the CFD's. You represent and warrant to us and acknowledge to and agree with us that on each date on which you enter into or vary a CFD:

- (a) you have made your own independent decision to enter into or vary the CFD and as to whether the CFD is appropriate or proper for you based upon your own judgement and upon advice from such advisers as you have deemed necessary.
- (b) You are not relying on any communication (written or oral) from us as investment advice or as a recommendation to enter into or vary an CFD. Further you understand that information and explanations relating to the terms and conditions of a CFD shall not be considered investment advice or a recommendation to enter into that CFD. No communication (written or oral) received from us shall be deemed to be an assertion as to the expected results of that CFD;
- (c) You are capable of assessing the merits and negative features of and (on your own behalf or through independent professional advice) understand and accept the risks inherent in CFD's. You are capable of assuming, and will assume, the risks of the CFD; and
- (d) we are not acting as a fiduciary for or an adviser to you in respect of the CFD and we are acting on our own behalf.
- (e) The Company is dealing on an execution basis only and does not advise on the merits of a particular transaction, or their taxation consequences.
- (f) The Company give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.
- (g) Without prejudice to our foregoing obligations you have read and accepted the Risk Disclosure Policy and guidelines in relation to the financial instruments and the markets which is available in the Company's Website.

### **Incidental information**

Where we provide generic trading recommendations, market commentary or other information:

- a. is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to advice;
- b. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- c. we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;

- d. you accept that prior to dispatch, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients.
- e. any trading information is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or to advice;
- f. you fully accept that we give no representation, warranty or guarantee as to the

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accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction;

- g. you acknowledge and agree that you accept the nature and risks of Transactions entered into under this Agreement and that you do not rely on any information from the Company in relation to the merits of any such Transaction;
- h. no employee or agent of the Company its subsidiaries or affiliates, may provide financial advice or personal recommendation. In the event that a statement is made which could be construed as "financial advice" any such statement is intended for informational purposes only and clients cannot seek to rely on any such statement. Clients accept that no-one can know for sure in which direction the markets will go, and as such, any transferred information is for discussion purposes only.

## **7. CLIENTS ACCOUNTS AND INITIAL DEPOSITS**

### **Documents**

Before you can place an order with FountainTech Ltd you must read and accept this Agreement, including the risk disclosure policy, the trading policies and procedures as listed in Clause 8 below, and all applicable appendices. In addition, you must:

- a) Proceed with the registration process by completing your registration form and submission of the required documents that need to be approved by the Company.
- b) Deposit sufficient clear funds in your account. The Client acknowledges that when depositing money additional fees may apply.

The Company may, in its sole discretion, request that in addition to online acceptance of this Agreement, Client must complete and submit any signed documents required by The Company or electronically accept, including but not limited to this Agreement and the Risk Disclosure Policy.

### **Currency of Accounts**

You will be able to open your trading Account(s) in USD/EUR or any currency that may be offered by the Company. Account(s) balances will be calculated and reported to you in the currency in which Account(s) are maintained.

## **Joint Accounts**

In addition to the conditions listed in Clause 8 in the paragraph entitled "Authority" with regards to joint Account holders, the following additional conditions apply.

Where your trading Account held with The Company, is jointly owned by two or more beneficiaries:

- a. Each joint Account holder will be jointly and severally liable for all obligations to the Company arising in respect of your joint trading Account.
- b. Each of you is separately responsible for complying with the terms of this Agreement.
- c. If there is a dispute between you which we know about, we may insist that both or all of you authorize written instructions to us.
- d. If one of you dies, the survivor(s) may continue to operate the trading Account and if there is more than one survivor, the provisions of this paragraph will continue to apply to the trading Account.
- e. Where you provide personal and financial information relating to other joint Account holders for the purpose of opening or administering your trading

Account you confirm that you have their consent or are otherwise entitled to provide this information to us and for us to use it in accordance with this Agreement.

- f. Any of you may request closure and the redirection of balances, unless there are circumstances that require us to obtain authorisation from all of you.
- g. Each of you will be given sole access to the funds initially deposited by you in your joint trading Account. Should you wish to withdraw these funds from your trading Account, you will be required to complete and sign a withdrawal form, upon receipt of the completed and signed withdrawal form you will be granted permission by The Company to withdraw funds up to the amount you initially deposited, provided that the conditions for withdrawals stipulated in Clause 9 are satisfied. The Company will credit the amount withdrawn in the same bank account from where it was originally debited.
- h. In the case of withdrawal of profits, if any of you wishes to withdraw profits from the joint trading Account, you will be required to complete and sign a withdrawal form, provided that the conditions for withdrawals stipulated in Clause 9 are satisfied. Upon receipt of the completed and signed withdrawal form you will be granted permission the Company to withdraw any profits from the joint trading Account. The Company will credit the amount of profits withdrawn in the same bank account from where it was originally debited.
- i. In order for this Agreement to be valid and binding it is required that all joint Account holders sign the Agreement and in case you and/or any of the Account holders wish to terminate this Agreement and close the joint trading Account heldwith The Company, the written consent of all Account holders shall be obtained inaccordance with the provisions of Clause 16 of this

Agreement.

## 8. TRADING POLICIES AND

### PROCEDURES Placing of instructions

You may give us instructions in electronic form through the Company's Online Trading System (Platform). If any instructions are received by us through electronic means or other medium, we may ask you to confirm such instructions in writing. We shall be authorized to follow instructions notwithstanding your failure to confirm them in writing. In this Agreement "instructions" and "orders" have the same meaning.

### Types of Orders Accepted

Some of the types of orders the Company accepts include, but are not limited to:

- a. **Good till Cancelled ("GTC")**- An order (other than a market order), that by its terms is effective until filled or cancelled by Client. GTC Orders do not automatically cancel at the end of the Business Day on which they are placed.
- b. **Limit**- An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.
- c. **Stop Loss**- A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.
- d. **Trailing Stop**- A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.



Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

### **Terms of Acceptance for Orders**

It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant price and lot size. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets that are beyond our control. The Company shall have no liability for failure to execute orders. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

## **Execution Policy**

Where you place order with us, the execution factors that we consider, and their relative importance is set below:

- a. **Cost.** For opening a position of CFDs the Client may be required to pay a commission or financial fee, for which the Company will inform the client.
  
- b. **Speed.** The Company places significant importance when executing client orders and strives to offer high speed of execution within the limitations of technology and communication links. For instance in cases where clients is using wireless connection or a dial up connection or any other communication link that can cause a poor connection then this may cause unstable connectivity within the Company's trading Platform resulting to the client placing his orders at a delay and hence the orders to be executed at better or worst prevailing price offered by the Company.

In addition to the above several other factors such as the number of requests or orders received on the trade server especially during news releases or high market volatility periods may affect the speed of Client's orders execution. In this respect the Company may freeze or set a maximum limit on requests/orders per second of any Client's account that due to the increased number of requests/orders may impact the overall performance of the Company's systems and affect other Clients orders' speed of execution.

- c. **Likelihood of execution and settlement.**

In some cases it may not be possible to arrange an order for execution, for example, but not limited to, in the following cases: during news times, trading session start moments, volatile markets where prices may move significantly up or down and away from declared prices, where there is rapid price movement, where there is insufficient liquidity for the execution of the specific volume at the declared price or a force majeure event has occurred.

In the event that the Company is unable to proceed with an order with regard to price or size or other reason, the order will not be executed. In addition, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any order or request or instruction of the Client in circumstances explained above.

Likelihood of Statement:

The Company shall proceed to a settlement of all transactions upon execution of such transactions.

d. **Size of the order.** The actual minimum size of an order is different for each type of Account or CFD. The Client will be able to place Order(s) as long as he has enough balance in his trading account. The Company may decline an Order in case the size of the Order is large and cannot be filled by the Company or for any other reason, the Company consider appropriate.

### **Cancellation of trades**

We have the right to reject an order or to cancel a trade if any of the below incidents occur:

1. fraud/illegal actions that led to the transaction;
2. any instance when the Company has cause to believe that a person's trading activities may be illegal;
3. any instance where The Company may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;
4. any instance where one or more transactions are judged by the Company to have been performed in violation of this Agreement;
5. orders placed based on manipulated prices as a result of system errors or system malfunctions;
6. arbitrage trading on prices offered by our platforms as a result of systems errors; and
7. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.
8. Where the Company has reasonable grounds to believe that the Client has not acted in good faith, including but not limited to where the Company determines that the Client has, willingly or not, abused the Company's trading platform. This includes, but it is not limited to the Client hedging his/her exposure using multiple trading Accounts, whether under the Client's same profile or in connection with another Client.

We reserve the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Client on all the Client's trades if we consider that that the Client has engaged in market Arbitrage or Market Abuse. The Company at its own discretion will determine if any trade fits any of the above incidents .In case the Company decides that the client committed any of the above incidents then will proceed to take all reasonable measures to protect the Company and close the account of the client.

## **Authority**

We shall be entitled to act for you upon instructions given or purporting to be given by you or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password. If your Account is a joint account, you agree that we are authorized to act on the instructions of any one person in whose name the Account is held, without further inquiry. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

## **Cancellation/withdrawal of instructions**

Non-market orders may be cancelled via the Company Online Trading System, but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

## **Right not to accept orders**

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason, but we shall promptly notify you accordingly.

## **Control of orders prior to execution**

We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

- a. controls over maximum order amounts and maximum order sizes;
- b. controls over our total exposure to you;
- c. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);
- d. controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or

- e. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

### **Trade Adjustments**

Clients must be aware that leveraged derivative trading carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds that the Customer has deposited or will have to deposit. This may work against as well as positively for the customer.

The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility.

### **Execution of orders**

We shall use our reasonable endeavors to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly.

### **Refusal to execute orders**

The Client accepts that the Company reserves the right to refuse the provision of any investment service, at any time, including but not limited to the execution of instructions for trading any type of financial instrument of the Company, without prior notice to the Client. The circumstances under which the Company shall proceed to the above actions are the following:

- a) If the Client has insufficient funds in his/her Client Account;
- b) If the order affects the orderly function of the market;
- c) If the order aims at manipulating the market of the underlying financial instrument;
- d) If the order constitutes the exploitation of confidential information;
- e) If the order affects the orderly operation of the trading platform; and
- f) If the order contributes to the legalization of proceeds from illegal actions (money laundering)

## **Improper or Abusive Trading**

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), The Company shall consider this as unacceptable behavior. Should the Company determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

- a. fraud/illegal actions that led to the transaction;
- b. orders placed based on manipulated prices as a result of system errors or system malfunctions;
- c. arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- d. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Then the Company will have the right to:

- a. adjust the price available to you; and/or
- b. remove the illicit profit without the clients initial deposit been affected;
- c. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- d. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- e. reject an order or to cancel a trade; and/or
- f. immediately terminate our trading relationship.

## **Prohibited Trading**

No employee and/or former employee who currently works or used to work on a full time or part time basis for the Company or any of its related entities shall, during the term of the employee and/or former employee's service to the Company or any of its related entities and after termination of service become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the employee and/or former employee is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately, and any funds held within the account shall be confiscated.

No business associate or former business associate of the Company or any of its related entities shall, during the period of the agreement between the associate/former business associate and the Company and after termination of such agreement, become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the associate/former business associate is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately, and any funds held within the account shall be confiscated.

## **Disabling and Cancelling Deposits**

We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

- a. if you fail to provide the Company with any documents it requests from you either for client identification purposes or for any other reason;
- b. if the Company suspects or has concerns that the submitted documents may be false or fake;
- c. if the Company suspects you are involved in illegal or fraudulent activity;
- d. if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
- e. where the Company considers that there is a chargeback risk; and/or
- f. when you deposit \$10,000 or more or if you make over 10 separate deposits to your trading Accounts and the Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

## **Position limits**

We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

## **Withdrawals**

Please refer to our Withdrawal Policy which can be found on our website.



## **Inactive and Dormant Account**

Trading Accounts with no trading activity (trading activity shall mean open/close a trade or deposit) for a consecutive period of 60 days shall be classified as Inactive Account. For example, during the period of 60 days the client did not open any trade, close or did not make any deposit.

Inactive Accounts will be charged with an Inactivity Fee as follows:

| <b>Inactive Period</b> | <b>Monthly Inactivity Fee</b>   |
|------------------------|---|
| Over 61 Days           | An inactivity of \$250 or equivalent amount in the client's currency will be charged every 30 days of inactivity. |

Where you have more than one (1) Trading Account and all such Trading Accounts are considered as Inactive Accounts, please note that the Inactivity Fee shall be charged separately for each of the respective Trading Account.

## **Welcome Bonus and Trading Award Policy**

The Company may offer attractive rewards to its new and existing Clients. Bonuses and/or financial awards or promotions ("Awards") rewarded to Customers are part of the Company's promotions program. These Awards have limited time offers. Prior to accepting any Award offer, Clients will be given the opportunity to consider the terms and conditions associated with the Award. The terms associated with the Bonus and Trading awards may change from time to time.

## **9. ELECTRONIC TRADING TERMS**

### **Scope**

These clauses apply to your use of any Electronic Services.

### **Access and Trading Hours**

Once you have gone through the security procedures (download and install trading platform, received access codes to log in), associated with an ElectronicService provided by us, you will get access to such service, unless agreedotherwise or stated on our website. All references to the Company's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 21:00 GMT.

Sunday until 21:00 GMT Friday (winter time), every week, excluding public holidays where the Foreign exchange markets do not operate and cases where the markets areclosed due to illiquidity in the financial instruments. Please visit our website for more details on operating times for each financial instrument. We reserve the right tosuspend or modify the operating hours on our own discretion and on such event our website will be updated without delay and will inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

## **Electronic Order entry for Market Orders equals Order execution**

To enter an online order when trading Foreign Exchange Instruments, you must access the Markets window, then click on "BUY/SELL" for the relevant market. A new window will appear in which you enter the price and lot size. The order is filled shortly after you hit the OK button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

## **Restrictions on services provided**

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service.

## **Access requirements**

You will be responsible for providing the System (hardware equipment) to enable you to use an Electronic Service (trading platform).

## **Virus detection**

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

## **Use of information, data and software**

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.



## **Electronic Trading**

The Client acknowledges that the Company has the right to restrict, modify or even terminate the access of the Client to the trading platform if it's deemed necessary. This measure is in force to ensure the unobstructed function of the electronic systems for trading and the protection of the interest of both Clients and the Company.

The Client shall inform the Company immediately in the case where his/her access codes have been used by another party without his/her consent.

In cases where there is a disruption in the electronic trading and the Client is not able to access the trading platform (internet, electricity or platform caused delay) to enter into any type of transaction, he/she must contact the Company either through telephone or email and place a verbal instruction. The Client understands that if the instructions are not clear or his/her identity cannot be verified the Company reserves the right to decline the verbal instruction at hand. In addition, the Client must acknowledge that in circumstances of large transaction flow (important market news announcement) there might be some delay.

The Company shall be responsible to maintain and update its electronic systems at all times and therefore the Client must accept the need for periodic maintenance to ensure the effective operation of the trading platform and that the Company does not bear any responsibility for any loss incurred during maintenance.

The Company shall not be accountable for any loss or damages that might incur to the equipment or software due to viruses, malfunctions or defects of its electronic systems

## **Maintaining standards**

When using an Electronic Service, you must:

- a. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
- b. run such tests and provide such information to us as we shall reasonably consider necessary to ensure that the System satisfies the requirements notified by us to you from time to time;
- c. carry out virus checks on a regular basis;
- d. inform us immediately of any unauthorized access to an Electronic Service or any unauthorized Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized use to cease; and
- e. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

## **System defects**

In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

## **Intellectual Property**

All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law is subject to the terms and conditions of this Agreement. You shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

## **Liability and Indemnity**

Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the Company shall not be held liable for any loss or damage or expense by the Client in relation to, or directly or indirectly arising from but not limited to:

### **a. System errors**

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

### **b. Delays**

Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third-party service providers. We do not accept any liability towards executed trades that have been based on and have been the result of delays as described above.

### **c. Viruses from an Electronic Service**

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

**d. Viruses from your System**

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

**e. Unauthorized use**

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorized such use.

**f. Markets**

We shall not be liable for any act taken by or on the instruction of an exchange, clearing house or regulatory body.

**g. Suspension or permanent withdrawal with notice**

We may suspend or permanently withdraw an Electronic Service at our own discretion.

**h. Immediate suspension or permanent withdrawal**

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of any license granted to us which relates to the Electronic Service, or this Agreement.



**i. Effects of termination**

In the event of the termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

**10. CLIENT  
MONEY Client Money**

We treat money received from you or held by us on your behalf in accordance with the requirements of the Client Money Rules.

**Interest**

You, the client, acknowledge and confirm that no interest will be received on the balance of your account.

**Overseas banks, intermediate broker, settlement agent or OTC counterparty**

**Unclaimed client money**

You agree that we may cease to treat your money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client money and giving you 28 days to make a claim.

**Liability and Indemnity**

You agree that we shall not be liable for any default of any counterparty, bank, custodian or other entity which holds money on your behalf or with or through whom transactions are conducted.

The Company will not be liable for loss suffered by you in connection to your funds held by us, unless such loss directly arises from our gross negligence, willful default or fraud.

## **11. MARGINING ARRANGEMENTS**

### **Contingent liability**

Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. You need to monitor your margin levels on a daily basis.

### **Margin call**

You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

### **Failure to meet margin call**

Please note that in the event that you fail to meet a margin call, we may immediately close out the position.

### **Set-off on default**

If there is an Event of Default or this Agreement terminates, we shall set-off the balance of cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 15 (Netting).

### **Further assurance**

You agree to execute such further documents and to take such further steps as we may reasonably require perfecting our security interest over and obtain legal title to the Secured Obligations.

**Negative pledge**

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

**General lien**

In addition, and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

## **12. REPRESENTATIONS, WARRANTIES AND COVENANTS**

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

- i. if you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement;
- ii. if you are not a natural person:
  - a. you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;
  - b. execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and
  - c. each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation.
- iii. you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement;
- iv. the persons entering into this Agreement and each Transaction on your behalf have been duly authorized to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation.
- v. this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- vi. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you or any Credit Support Provider; vii. you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one accounts with The Company either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the

account opening procedure and providing us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);

- viii. any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
- ix. you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you; and
- x. except as otherwise agreed by us, you are the sole beneficial owner of all margin you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held.

**Covenants:**

You covenant to us:

- a. you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this clause;
- b. you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider;
- c. you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;
- d. you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will you send orders which we have reason to believe are in breach of Applicable Regulations or by taking advantage of the account(s) you may maintain with The Company could be considered as system abusive orders, including but not limited to one's intention to benefit from delays in the prices, to trade at off-market prices and/or outside trading hours and to abuse the system for trading at manipulated prices; and
- e. upon demand, you will provide us with such information as we may reasonably require evidencing the matters referred to in this clause or to comply with any Applicable Regulations.

### 13. EVENTS OF DEFAULT

The following shall constitute Events of Default:

- i. you fail to make any payment when due under this Agreement or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given by us to you; You fail to observe or perform any other obligations which you owe to us or you are otherwise in breach or default of any term or provision of this agreement or of any Transaction;
- ii. you commence a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a “**Custodian**”) of you or any substantial part of your assets, or if you take any corporate action to authorize any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
- iii. an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either:
  - has not been dismissed within five days of its institution or presentation; or
  - has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such a case or other procedure;iv. you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you: or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);

- v. you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in favor of us supporting any of your obligations under this Agreement (each a "Credit Support Document");
- vi. any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support or Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- vii. any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document;
- viii. any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default;
- ix. any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- x. any event referred to in Clause 13 (Events of Default) occurs in respect of any Credit Support Provider.
- xi. We consider it necessary or desirable for our own protection, or any action is taken, or event occurs which we consider might have a material adverse effect upon, your ability to perform any of your obligations under this Agreement;
- xii. you fail or omit to disclose to us your capacity as the beneficial owner of more than one accounts you may maintain with us and/or our capacity to act as a money manager on behalf of any other client of us.
- xiii. you take advantage of delays occurred in the prices and you place orders at outdated prices, you trade at off-market prices and/or outside trading hours, you manipulate the system to trade at prices not quoted to you by us and you perform any other action that constitutes improper trading; and/or
- xiv. any event of default (however described) occurs in relation to you under any other agreement between us.

## 14. FORCE MAFEURE

The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client.

A Force Majeure Event includes without limitation:

(a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in Company's reasonable opinion, prevents Company from maintaining an orderly market in one or more of the Instruments;

(b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; or

(c) Abnormal Market Conditions.

If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior Written Notice and at any time take any of the following steps:

a) increase margin requirements;

b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;

c) suspend or freeze or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or

d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.



## 15. NETTING

### **Rights on Default**

On the occurrence of an Event of Default, we may exercise our rights under this clause, except that in the case of the occurrence of any Event of Default specified in Clause 13.2 or Clause 13.3 of the definition of Events of Default (each a “**Bankruptcy Default**”), the automatic termination provision of this clause shall apply.

### **Liquidation Date**

Subject to the following sub-clause, at any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the “**Liquidation Date**”) for the termination and liquidation of Transactions in accordance with this clause.

### **Automatic termination**

The date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by us and the provisions of the following sub-clause shall then apply.

### **Calculation of Liquidation Amount**

Upon the occurrence of a Liquidation Date:

- i. neither of us shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);
- ii. we shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by us in writing or (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation); and

- iii. we shall treat each cost or loss to us, determined as above, as a positive amount and each gain by us, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the “**Liquidation Amount**”).

### **Payer**

If the Liquidation Amount determined pursuant to this clause is a positive amount, you shall pay it to us and if it is a negative amount, we shall pay it to you. We shall notify you of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

### **Other transactions**

Where termination and liquidation occur in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us which are then outstanding.

### **Payment**

The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any cost of such conversion to be borne by you, and (if applicable) deducted from any payment to you). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one (1%) per annum for each day for which such amount remains unpaid.

### **Base Currency**

For the purposes of any calculation hereunder, we may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as we shall reasonably select.

### **Payments**

Unless a Liquidation Date has occurred or has been effectively set, we shall not be obliged to make any payment or delivery scheduled to be made by us under a

Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to you has occurred and is continuing.

### **Additional rights**

Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

### **Application of netting to Transactions**

This clause applies to each Transaction entered into or outstanding between us on or after the date this Agreement takes effect.

### **Single agreement**

This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between us. We both acknowledge that all Transactions entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between us.

## **16. RIGHTS ON DEFAULT**

On an Event of Default or at any time after we have determined, in our absolute discretion, that you have not performed (or we reasonably believe that you will not be able or willing in the future to perform) any of your obligations to us, in addition to any rights under the Clause 14 (Netting) we shall be entitled, without prior notice to you:

- i. instead of returning to your investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right;
- ii. to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for

any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder;

- iii. to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your contracts, positions or commitments; and/or
- iv. to cancel and/or consider void any Transactions and profits or losses either realized or unrealized and/or to close out the account(s) you maintain with us pursuant to this Agreement, immediately and without prior notice.

## **17. TERMINATION WITHOUT DEFAULT**

### **Termination**

Unless required by Applicable Regulations, either party may terminate this Agreement (and the relationship between us) by giving five (5) days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency.

Upon terminating this Agreement:

- i. all amounts payable by you to us will become immediately due and payable including (but without limitation):
  - a. all outstanding fees and charges
  - b. any dealing expenses incurred by terminating this Agreement; and
  - c. any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- ii. The Company shall apply best execution rules in cases where you have not provided the Company with specific instructions regarding the closing of your positions.

The Company shall return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.

## **Existing rights**

Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

## **18. EXCLUSIONS, LIMITATIONS AND INDEMNITY**

### **General Exclusion**

Neither we nor our directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance, shall we have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit our liability for death or personal injury resulting from our negligence.

### **Tax implications**

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

### **Changes in the market**

In regards to trading in leveraged Derivative contacts, market orders are executed at the bid/ask prices offered through us. Pending orders (stop loss, limit (take profit), entry limit (to buy or to sell), entry stop (to buy or to sell) are executed at the market price requested by you and offered through us.

We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the financial instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

### **Limitation of Liability**

We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

### **Responsibility for orders**

You will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.

### **Entire Agreement**

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. We will not be liable to you (in equity, contract or tort) for a representation that is not set out in this Agreement and that is not fraudulent.

### **Indemnity**

You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of our rights.

## **19. PERSONAL DATA AND CONFIDENTIAL INFORMATION**

By entering into this Agreement, the Client shall provide the Company consent to store and process the data he/she provided during the registration process for the opening of his/her account and/or throughout the business relationship. This includes any data which may be considered sensitive. The Client shall understand that the Company is required to keep all records of his/her data and dealings with the Client for as long as necessary under the regulatory regime.

The Company will not disclose and/or share any of the Client's information to third parties without the Client's prior consent, except in the event the Company is

required to do so by a Regulatory Authority under the applicable jurisdictions, by Court, and/or enable the Company to provide the Client with its services as well as to improve these from time to time. The latter includes, but it is not limited to members of the Company, marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks. Where the Company discloses and/or share any of the Client's information as per this clause, the Company will take all reasonable steps to do so in a secured manner.

Where the Client has been introduced to the Company by a third party pursuant to a Partners agreement between the Company and the third party ("the Partner"), the Partner may have access to a certain extent to information about the Client's dealings with the Company.

## **20. MISCELLANEOUS**

### **Amendments**

We have the right to amend the terms of this Agreement. If we make any material change to this Agreement, we will notify you either through email or by posting an announcement on our website. Such amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.

### **Notices**

Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Agreement shall be given to the email address provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Agreement shall be given to us in writing through the email address: [support@xncapitals.com](mailto:support@xncapitals.com).

### **Termination**

Either party may terminate this Agreement (and the relationship between us) by giving five (5) calendar days written notice of termination to the other. We may terminate this Agreement immediately if you fail to observe or perform any provision of this Agreement or in the event of your insolvency. Upon terminating this Agreement:

-All amounts payable by you to us will become immediately due and payable including (but without limitation):



- a. all outstanding fees, charges and commissions;
  - b. any dealing expenses incurred by terminating this Agreement; and
  - c. any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
2. The Company shall apply best execution rules in cases where you have not provided The Company with specific instructions regarding the closing of your positions.
3. The Company shall return any funds remaining in your trading account to your bank account, specifically the account from which the funds were debited. Your funds may be returned to another bank account to which you are the beneficiary as long as you provide us with the required documents to verify that the account belongs to you.

### **Risk Disclosure**

By entering into this Agreement, you acknowledge, agree and accept that you have read and understood the risks related to Contracts for Difference, available in detail in the Risk Disclosure Policy.

## **Electronic Communications**

Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given.

## **Recording of calls**

We may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given.

## **Our records**

Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

## **Your records**

You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders are submitted. You can access your statements online at any time via our trading platform.

## **Complaints procedure**

Please refer to our Complaints Handling Procedure which can be found on the website.

## **Third Party Rights**

This Agreement shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. You agree that we may without further notice to you and subject to Applicable Regulations, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under this Agreement to any person who may enter into a contract with us in connection with such transfer and you agree that we may transfer to such person all information which we hold about you.

## **Time of essence**

Time shall be of the essence in respect of all obligations of yours under this Agreement (including any Transaction).

## **Rights and remedies**

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by Law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

## **Set-off**

Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) owed by you to us against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

## **Partial invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

## **21. GOVERNING LAW AND JURISDICTION**

### **Governing law**

This Agreement shall be governed by and construed in accordance with Comoros Law.

### **Jurisdiction**

Each of the parties irrevocably:

- iii. agrees for our benefit that the courts of Comoros shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement (“**Proceedings**”) and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and
- iv. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

### **Service of process**

If you are situated outside Comoros, process by which any Proceedings in Comoros are begun may be served on you by being delivered to the address in Comoros nominated by you for this purpose. This does not affect our right to serve process in another manner permitted by law.

## **Schedule 1**

### **Confirmation regarding interest policy**

#### **Interest Policy**

I acknowledge and confirm that no interest will be received on the balance of my account.

#### **The Company**

1. The Company is a market maker and deals as principal in Financial Derivative Instruments and Securities, predominately Contracts for Differences (CFDs) on currency pairs, foreign exchange (hereafter 'Forex'), as well as CFDs on different underlining instruments. The Company operates websites, trading platforms and brand names as indicated in its website. The Company operates through this website which allows online trading.
2. The Company is authorized and regulated by the Mwali International Services Authority of Comoros license no. BFX2024098
3. The Company deals on an execution only basis and does not advise on the merits of particular Transactions, or their taxation consequences. We give you no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in our relations with you.
4. The Company may obtain and subsequently transmit to you any relevant information it receives from a clearing firm that it deems appropriate.
5. We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else.

#### **Responsibility for orders**

1. You, the client, will be responsible for all orders entered on your behalf via an Electronic Service and you will be fully liable to us for the settlement of any Transaction arising from it.
2. All the CFD's (contract for difference, Foreign exchange or other investments) that you may make via the Company will be registered under your name.

#### **Charges**

2. Once you open and/or close a trading position, we take our commission through the spread, which is the difference between the current Buy and the Sell price. Due to market fluctuations the spread might vary.
3. We do not receive commission, incentives, fee reductions or rebates from any clearing firm.

**Additional costs**

You should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us.

