



**CLIENT AGREEMENT
TERMS & CONDITION
OF BUSINESS**

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CLIENT AGREEMENT TERMS & CONDITIONS OF BUSINESS

These are the complete terms and conditions applicable to accessing and/or using any of the Company's website(s), electronic trading platform(s), software and/or services (hereinafter collectively referred to as our 'Online Trading Facility').

"Hextra Prime is a Securities Provider Licensee under the license number: 25989 BC 2020 (hereinafter referred to as" Hextra Prime "and/or" Company "and/or" we "and/or" our "and/or" us), "regulated and authorized by the Financial Services Authority in Saint Vincent & the Grenadines. These terms and conditions (hereinafter referred to as these 'Terms and Conditions' and/or this 'Agreement') are subject to all access and/or use of our Online Trading Facility in accordance with the terms and conditions hereof.

Before accessing and/or using our Online Trading Facility, please fully and carefully read these Terms and Conditions. Before you can become a customer of the Company, you must read, agree with and accept all the terms and conditions contained in this Agreement without modification, including those terms and conditions expressly set out below, and those incorporated herein by reference.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND / OR IF YOU DON'T AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND / OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORMATION US IMMEDIATELY Writing

The acceptance of these Terms and Conditions and any other legal notices and statements contained in or in our Online Trading Facility constitutes your access to and use of our Online Trading Facility. The version of these Terms and Conditions in force on the date on which you access and/or use our Online Trading Facility shall govern your access and use of or use of the Online Trading Facility. For any clarification, please feel free to contact our customer support team at support@hextraprime.com before continuing to access and/or use our online trading facility.

We reserve the right, at any time, to amend, amend, amend, delete or add to any of the provisions of these Terms and Conditions in accordance with the terms of this Agreement. We will post such changes to our Online Trading Facility and/or otherwise notify you of such changes when these Terms and Conditions are amended (hereinafter referred to as "Changes"). Any such notification shall be deemed to be adequate notice and it is your duty to consult this Agreement on our Online Trading Facility on a regular basis and/or to verify any such changes. Therefore, from time to time, you should review these pages to ensure that you are aware of any such changes. All amended terms are effective five (5) calendar days after their initial posting to our Online Trading Facility or the first time you have accessed and/or used our Online Trading Facility after such changes have been made, whichever is sooner. Your continued use of our Online Trading Facility after any amendments have been published shall be deemed to be your agreement to the amended Terms and Conditions and shall be governed, as amended, by those Terms and Conditions. If you do not wish to be bound by these amendments, you should cease accessing and/or using our Online Trading Facility and immediately inform us in writing.

Some areas or parts of our Online Trading Facility may have various specific access and/or use conditions posted on them. If there is a conflict or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, your access and/or use of the relevant area or part of our Online Trading Facility shall take precedence over these Terms and Conditions.

A significant level of risk is involved in trading in any financial market. Please be aware, then, that the content of our Online Trading Facility is neither a request nor an offer to enter into any financial market transaction(s).

The contents of our online trading facility and any messages you may receive from us via electronic means of communication. In particular, messaging, website posting, e-mail, telephone, fax or otherwise, and any part of any member's area within our Online Trading Facility are for general information and educational purposes only and do not constitute investment advice or unsolicited financial promotions for you. Before accessing and/or using our online trading facility, please refer to our "Risk Disclosure Notice" on our online trading facility.

Chapter A: Scope of Agreement

1. Parties to the Agreement

1.1 This Agreement shall be concluded between you as our client (hereinafter referred to as "you" or "your" or "client" in general terms) and Hextra Prime as a limited liability company incorporated under the laws of Saint Vincent & the Grenadines and regulated by the Financial Services Authority-License No. 25989 BC 2020, with its registered office at Suite 305, Griffith Corporate Centre P.O. Box. This Agreement describes in full detail the terms and conditions that you must accept before accessing and/or using our Online Trading Facility, without restrictions or objections. In addition, you must fully understand and agree to all the terms and conditions expressly explained and/or implied herein, and/or incorporated herein by reference, before you access and/or use our Online Trading Facility and before you become a client of the Company. Notwithstanding anything to the contrary, you imply that you have read these Terms and Conditions by continuing to use our Online Trading Facility and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

1.2 "Hextra Prime" (hereinafter referred to as "Company", "us", "our" or "we") and "you" as our customer (hereinafter referred to as "you", "your" or "customer" in general terms) may hereinafter be referred to separately as "Party" and collectively as "Parties".

2. Electronic Signatures and Acceptance of Agreement(s)

2.1 You expressly hereby acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted to our Online Trading Facility (hereinafter referred to as the "Account Opening Application Form(s)") and/or by clicking on the appropriate space, or on the "I Accept" button, or similar buttons or links that we may designate to show your approval and acceptance of this Agreement, and/or by clicking on the "I Accept" button or similar buttons or links that we may designate to show your approval and acceptance of this Agreement. (b) You enter into a legally binding contract by and between you and us by accessing or using, and/or by continuing to access or use, our Online Trading Facility, and you fully agree to comply with and be bound by all of the Terms and Conditions set out in this Agreement as they may apply to you.

2.2 You hereby agree to communications and to the delivery by and between us of this Agreement and/or any agreements or amendments to these Terms and Conditions by electronic means (including, but not limited to, electronic messaging, website mailings, or other electronic means) to the extent permitted by applicable laws, regulations and/or regulations. To the extent permitted by applicable laws, regulations and/or regulations, communications made through electronic media for entering into contracts, placing orders and other records and for the electronic delivery of notices, policies and records of transactions initiated or completed through our online trading facility and/or in connection with them shall be treated as satisfying any legal requirement. Any such documents delivered to you electronically are therefore considered to be "in writing".

2.3 If your signature or acknowledgment is requested or requested in respect of any such document and you "click" on the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or to take any other action as may be indicated in our Online Trading Facility, you will be deemed to have 'si' To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements in any jurisdiction under any applicable laws, regulations and/or regulations that require an original (non-electronic) signature or that no electronic records be delivered or retained.

2.4 You hereby expressly acknowledge that you have the right, by giving us prior written notice, to withdraw your consent to the electronic delivery and signature of documents at any time. Your access to and/or use of our Online Trading Facility may, however, be restricted or terminated if you withdraw your consent, at our sole discretion and without any obligation on our end to provide you with any explanation or justification thereof.

3. Acceptance and Scope of Agreement(s)



3.1 For the purpose of becoming a customer of us, we will evaluate the Account Opening Application Form(s) you submitted and inform you by e-mail whether or not your application is accepted. We reserve the right, at our sole discretion and for any reason, to refuse and/or decline your application(s), without being obliged to provide you with any explanation or justification.

3.2 Without prejudice to the provisions of sub-clause 2.1 above, and in particular with regard to your acceptance and acknowledgment of this Agreement, we shall become a counter-party bound by this Agreement, and this Agreement shall become binding on us only on the date on which we send the e-mail of confirmation referred to above (the 'Effective Date') as indicated thereon.

3.3 This Agreement applies to all of our Online Trading Facility, including, without limitation, all of its electronic Content and/or Software (including, without limitation, all real-time information relating to the Price Quotes of Supported Securities provided thereon); and to all of our Online Trading Facility's program facilities for the execution of Transactions in Supported Securities.

3.4 There may be different specific terms of access and/or use posted in some areas or parts of our Online Trading Facility. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, your access to and/or use of that relevant area or part of our Online Trading Facility shall take precedence over the latter.

3.5 In respect of certain Transactions and/or Contracts which may contain specific legal and/or contractual provisions applicable in respect of such Transactions and/or Contracts, we may from time to time send you further communications. In the event of any conflict and/or discrepancy between the provisions of this Agreement and/or its Annexes, Appendices, Addenda, Annexes, Schedules and/or Exhibits, and the provisions of law and/or contract set out in those communications to you in respect of certain Transactions and/or Contracts, the provisions of this Agreement shall prevail. The fact that a legal and/or contractual provision is specifically set out herein or is included in a specific communication to you in respect of a particular Transaction and/or Contract shall not preclude similar legal and/or contractual provisions from being expressed, implied or applicable in respect of any other Transaction and/or Contract.

4. Authorization

4.1 Only individuals, corporations, companies, joint ventures, partnerships or any other legal entity or association of individuals or any other legal entity (hereinafter referred to as 'legal entity(s)') that may enter into legally binding contracts under the law applicable to their country of residence or, in the case of a legal entity, may make use of our Online Trading Facility. Without limiting the foregoing, our Online Trading Facility is NOT open to persons under the age of 18 or otherwise under the legal age of their country of residence (hereinafter referred to as 'minors') or who are otherwise unable to enter into legally binding contracts in accordance with the law(s) applicable in their country of residence or, in the case of legal entities, in their country of formation, incorporation and/or domiciliation.

4.2. IF YOU ARE A MINOR, OR IF YOU CANNOT FORM LEGALLY BINDING CONTRACTS UNDER THE LAW(S) APPLICABLE IN YOUR COUNTRY OF RESIDENCE OR, IN THE CASE OF LEGAL ENTITIES, IN THEIR COUNTRY OF FORMATION, INCORPORATION AND / OR DOMICILIATION, YOU MAY NOT ACCESS AND / OR USE OUR

PLEASE NOT ACCESS AND / OR USE IMMEDIATELY OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING.

4.3 For the avoidance of doubt, we shall not be liable in any way or manner for any unauthorised access and/or use by minors of our Online Trading Facility and we shall not be liable for determining whether any transactions and/or contracts that you may enter into through our Online Trading Platform are appropriate, appropriate or advisable to you.

4.4 In accordance with the foregoing, without prejudice to any other representations, warranties and/or covenants made under this Agreement, you hereby represent and warrant:

- (a) that you are an individual who, or a legal entity which, under the laws applicable in your country of residence, or, in the case of a legal entity, in its country of formation, incorporation and/or domicile, may enter into legally binding contracts;
- (b) if you are an individual, in your country of residence, you are over the age of 18 or otherwise above the legal age;
- (c) that all the information you provide to us for the purpose of, or in connection with, opening an account with us and/or accessing and/or using our online trading facility (in particular, but without limitation, in the application form(s) for opening an account) is correct and up-to-date;
- (d) you have all the rights, authority and authority necessary to enter into this Agreement and to perform the acts required by you hereunder;
- (e) that you are not an individual who is politically exposed;
- (f) You are not an employee of a company that is listed.

4.5 We do not accept any transactions from customers employed by the Listed Company. In such cases, we reserve the right, in our sole discretion, to impose, without prior notice and without the obligation to provide you with any explanation or justification, any restrictions deemed appropriate on your trading account(s), including the immediate termination of our business relationship, and thus the close-out of any open transactions and/or contracts.

4.6 To the extent that the Party intending to open an Account with us or intending to access and/or use our Online Trading Facility is a Legal Entity, you represent and warrant that, for the purposes of this Agreement and/or the services to be provided hereunder, you are legally authorised to bind such Legal Entity and that your execution and/or acceptance of this Agreement, as provided in this Agreement, is subject to the provisions of this Agreement.

4.7 IF ANY OF THE STATEMENTS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH IS UNTRUE OR INACCURATE WITH RESPECT TO YOU, PLEASE INFORM OUR CLIENT SUPPORT TEAM IMMEDIATELY IN WRITING AND / OR USE OUR ONLINE TRADING FACILITY IF, HOW AND / OR WHETHER YOU MAY CONTINUE TO ACCESS

4.8 You authorize us or agents acting on our behalf, by agreeing to these Terms and Conditions, to investigate your credit standing and, in connection with it, to contact such banks, financial institutions and credit agencies as we deem appropriate for the verification of such information. You further authorize to investigate and, in connection with any current and past investment activity, to contact such companies, exchanges, brokers / dealers, banks and others as we deem appropriate.

5. Experience and Knowledge in Financial Matters

5.1 In addition, our Online Trading Facility is only available to and may only be used by persons with sufficient financial experience and knowledge who are able to assess the merits and risks of accessing and/or using our Online Trading Facility and entering into transactions and contracts through our Online Trading Facility without relying on any information.

5.2 You hereby represent, warrant and covenant in accordance with the foregoing, without prejudice to any other representations, guarantees and/or covenants made under this Agreement:

- (a) that you have sufficient financial experience and knowledge to be able to assess the merits and risks of concluding transactions and/or contracts through our Online Trading Facility;
- (b) you have done so without relying on any information contained in or in our Online Trading Facility and/or provided by us in connection with it in any other way;
- (c) that, in entering into this Agreement and/or any Transactions and/or Contracts through our Online Trading Facility, you act as principal and sole beneficial owner (but NOT as trustee);
- (d) that, irrespective of any subsequent determination to the contrary, it is appropriate for you to trade in financial contracts, transactions and/or contracts through our Online Trading Facility (and in such other investments as may be agreed from time to time) and that you are aware of all risks of such transactions and/or contracts;
- (e) that you are able to sustain a total loss of funds resulting from any transactions and/or contracts entered into through our online trading facility willingly and financially; and

(f) that the "Risk Disclosure Notice" in our online trading facility has been read and fully understood by you.

5.3 Without prejudice to any of the above, we shall not be liable to verify and/or verify whether you have sufficient knowledge and/or experience to access and/or use our Online Trading Facility and/or to enter into financial contracts through our Online Trading Facility, nor shall we be liable for any damages and/or losses incurred by you as a result of insufficient knowledge. Please do not access and/or use our online trading facility if you do not qualify and inform us immediately in writing.

6. Legal Restrictions

6.1 Without limiting any of the above, our Online Trading Facility is NOT accessible where access is illegal. We reserve the right, at our sole discretion and for any reason, to refuse, reject and/or cancel our Online Trading Facility and/or any part or component thereof at any time without being obliged to provide you with any explanation or justification thereof.

6.2 In that regard, you acknowledge that the laws relating to financial contracts vary worldwide and that it is your sole duty and your sole duty to ensure that you fully comply with any law, regulation or directive applicable to your country of residence or, in the case of a legal entity, in its country of formation, incorporation and/or residence with regard to access and/or residence. The ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities that you may undertake through it, is / are legal under the laws, regulations or directives applicable to your country of residence or, in the case of a legal entity, in its country of establishment, incorporation and/or domiciliation, in order to avoid doubt.

IF OUR ONLINE TRADING FACILITY, AND / OR ANY ACTIVITIES YOU MAY UNDERTAKE THROUGH IT, IS / ARE NOT LEGAL UNDER THE LAWS, REGULATIONS OR DIRECTIVES RELEVANT TO YOUR COUNTRY OF RESIDENCE OR, IN THE CASE OF A LEGAL ENTITY, IN ITS COUNTRY OF FORMATION, INCORPORATION AND / OR DOMICILIATION, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.

6.3 Our Online Trading Facility does NOT constitute and may NOT be used for the purposes of any offer and/or request made to any person in any jurisdiction in which such offer and/or request is not authorized and/or to any person to whom such offer and/or request is unlawful. In certain jurisdictions, access to and/or use of our Online Trading Facility and the offering of financial contracts through our Online Trading Facility may be restricted, and users accessing our Online Trading Facility are therefore required to inform themselves and comply with such restrictions.

IMPORTANT NOTE: WE DO NOT ACCEPT ANY TRADING OF CUSTOMERS RESIDENT IN AMERICAS REGION, ARAB STATES, CIS COUNTRIES, EUROPE NATIONS. WE ONLY ACCEPT CLIENTS FROM SPECIFIC SOUTH EAST ASIA COUNTRIES ONLY. WE RESERVE THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR PRECONDITIONS TO ACCEPT CUSTOMERS RESIDENT IN OR FROM SPECIFIC COUNTRIES ANY TIME AND OUR SOLE AND EXCLUSIVE DISCRETION, WITHOUT BEING OBLIGED TO PROVIDE ANY EXPLANATION OR JUSTIFICATION.

7. Amendments

7.1 We reserve the right, at any time and at our sole discretion, to amend, modify, delete or add to any of the provisions of this Agreement without giving prior notice or advance notice.

7.2 We will post such changes to our Online Trading Facility and/or otherwise notify you of such changes when these Terms and Conditions are amended (hereinafter referred to as 'Changes'). Any such notification shall be deemed to be adequate notice and it is your duty to consult this Agreement on our Online Trading Facility on a regular basis and/or to verify any such changes. Therefore, from time to time, you should review these pages to ensure that you are aware of any such changes.

7.3 All amended terms and conditions shall become effective five (5) calendar days after their initial posting to our Online Trading Facility or the first time you have accessed and/or used our Online Trading Facility after such changes have been made, whichever is earlier.

7.4 Your continued access to and/or use of our Online Trading Facility after any changes have been published shall be deemed to be your agreement to the amended Terms and Conditions and shall be governed by the amended Terms and Conditions. If you do not want to be bound by such changes, you must cease accessing and/or using our online trading facility and inform us immediately in writing.

7.5 There may be different specific terms of access and/or use posted in some areas or parts of our Online Trading Facility. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, your access to and/or use of that relevant area or part of our Online Trading Facility shall take precedence over the latter.

8. Entire Agreement- Severability

8.1 This Agreement (together with its Annexes, Appendices, Addenda, Attachments, Schedules and Exhibits and/or Changes) constitutes the entire agreement between you and us relating to the access and use of our Online Trading Facility and terminates and supersedes any prior arrangements or agreements between you and us relating to the subject matter of this Agreement and supersedes any other arrangements or agreements between you and us relating to this Agreement.

8.2 Nothing contained in this Agreement shall be construed as requiring any act to be committed contrary to the laws, rules and/or regulations applicable. Where there is any conflict and/or discrepancy between any provision of this Agreement and any existing or future applicable statute, law, order or regulation governing transactions pursuant to this Agreement, the latter shall prevail, but the provision of this Agreement thus affected shall be restricted and restricted only to the extent necessary to bring it within the scope of the requirement of law.

8.3 A separate undertaking constitutes each part of this Agreement. Where any provision of this Agreement is held to be invalid, unlawful or unenforceable by a court of competent jurisdiction in any respect whatsoever, such invalidity, unlawfulness or inoperative shall not affect any other provision or part of a provision of this Agreement which shall remain in full force and effect and shall not be affected or invalidated in any way.

8.4 With regard to the provisions of this Agreement which are deemed to be invalid or unenforceable, in whole or in part, the Contracting Parties shall negotiate in good faith with a view to replacing the invalid provision with a valid provision which, in its economic effect, best complies with the invalid provision in a manner consistent with their common intention, as set out herein, and this Agreement shall comply with the provisions of this Agreement.

8.5 Without limiting the foregoing, where, for any reason, any provision (or part of the provision) contained in this Agreement is deemed to be excessively broad in terms of duration, activity or subject-matter, it shall be construed as limiting and reducing it in such a way that it is enforceable to the fullest extent compatible with the applicable law then in force.

9. Definitions

9.1 For the purposes of this Agreement, capitalized words and phrases shall have the meanings assigned to them for the purposes of this Agreement, unless the context otherwise requires: (a) hereinafter, under the heading 'Definitions,' and (b) throughout this Agreement:

- (1) **'Account'** Means, when used in this Agreement, the uniquely assigned account that is created for a client when that client opens a trading account with us, unless the context requires otherwise;
- (2) **"Account Detailed Report" or "Account Summary"** Means a statement of a client's securities portfolio, open positions, margin requirements, cash deposit, etc., at a specific point in time when used in this Agreement, unless otherwise required by the context;

(3) **“Account Opening Application Form(s)”**, Unless otherwise required in this Agreement, when used in this Agreement, the account opening documentation and forms posted on our Online Trading Facility must be completed by prospective customers for the purpose of opening an account with us; we reserve the right, at our sole discretion and for any reason, to refuse and/or reject your account opening application(s).

(4) **“Agent”**, When used in this Agreement, the individual person or legal entity undertaking a transaction on behalf of another individual or legal person, but in his / her own name, shall, unless the context otherwise requires;

(5) **“Authorized Person”**, Unless the context otherwise requires, when used in this Agreement, a person authorised by a customer under a limited power of attorney shall, in accordance with these Terms and Conditions, represent that customer and provide us with instructions;

(6) **“Act”**, When used in this Agreement, the Financial Services Authority shall, unless otherwise specified in the context, imply that the same may be modified and amended from time to time;

(7) **“Affiliate”**, When used in this Agreement, unless otherwise specified in the context, any entity or person who, directly or indirectly through one or more intermediaries, controls, controls or is under common control with such a company or person shall, unless otherwise specified in the context, refer to the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") for the purposes of this definition, the term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with").

(8) **“Agreement”**, When used in this Agreement, this Agreement shall mean, unless otherwise provided for in the context, all its Annexes, Appendices, Addenda, Attachments, Schedules and Exhibits and Amendments, as may be in force from time to time and amended or amended from time to time;

(9) **“Anti-Money Laundering (“AML”) Legislation”**, The Money Laundering and Terrorism (Prevention) Act 2008 and the Money Laundering (Prevention) Regulations 1998, when used in this Agreement, shall mean collectively, unless otherwise provided for in the context, as may be in force from time to time and modified or amended from time to time;

(10) **“Applicable Laws and Regulations”**, When used in this Agreement, unless otherwise provided for in the context, the collective meaning of the laws and regulations of Saint Vincent & the Grenadines shall be that of any other rule or regulation of a competent governmental and/or regulatory authority, the rules of any relevant investment exchange and/or any other relevant applicable local, state, federal and international laws, rules and regulations of the countries concerned,

(11) **“Associate”**, An undertaking in the same corporate group as us, a representative whom we or an undertaking in the same group as us may 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, if used in this Agreement, unless the context otherwise requires;

(12) **“Balance”**, When used in this Agreement, unless otherwise specified in the context, the balance of the Customer's Account after the last transaction(s) made in the Account shall be understood to be within any given period of time;

(13) **“Business Day”**, Any calendar day (except any Saturday or Sunday) starting at 00:00 GMT + 2 and ending at 23:59 GMT + 2 on which banks in Saint Vincent & the Grenadines are open for business shall mean any calendar day when used in this Agreement, unless otherwise required by context;

(14) **“CFD Contract” or “CFD(s)”**, When used in this Agreement, a contract which is a 'contract for differences' by reference to fluctuations in the price of the relevant underlying security or index shall, unless the context otherwise requires, be understood to mean a contract which is a 'contract for differences' by reference to fluctuations in the price of the relevant underlying security or index; trading in CFDs is a trade in the result of the price of the underlying exchange instrument (e.g. equity, currency or futures) where such trading does not take place in a recognized trade.

(15) **"Client"** or **"client"**, When used in this Agreement, you "or" your "and, more generally speaking, any person (A) who is interested in Transactions and/or Contracts, (B) who joins or has joined our Online Trading Facility, and/or (C) who has submitted all required Account Opening Application Form(s) to us, unless otherwise required by the context, shall mean" you "or" your "and, in more general terms, any person (A) who is interested in Transactions and/or Contracts, (B) who joins or has joined our Online Trading Facility, and/or (C) who has submitted to us all required Account Opening Application Form(s)-including,

(16) **"Collateral"**, When used in this Agreement, any securities or other assets deposited with us shall, unless otherwise required by the context, constitute an ongoing security and collateral for the payment and discharge of all obligations owed to us in relation to any of the Services provided by us under and/or under this Agreement;

(17) **"Commission, Charges & Margin Schedule"**, The schedule of commissions, fees, margins, interest and other rates that may at any time be applicable to our Services as determined by us on a current basis shall mean when used in this Agreement, unless the context otherwise requires; the Commission, Charges & Margin Schedule is available on our Online Trading Facility and may be supplied separately upon request;

(18) **"Conflict of Interest Policy"**, When used in this Agreement, unless otherwise provided in the context, our prevailing conflict of interest policy, which is posted on our Online Trading Facility and may be supplied separately upon request and referenced hereby, shall be understood as meaning our prevailing conflict of interest policy.

(19) **"Contract"**, Any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or any other security or property supported, including, without limitation, any derivative contracts, such as CFDs or any other transactions related thereto, concluded between us and our customer(s), when used in this Agreement, unless the context otherwise requires;

(20) **"Counterpart(y)ies"**, When used in this Agreement, banks and/or brokers, prime brokers, other retail clients, through whom we may cover our transactions and/or client(s) contracts, unless otherwise required by the context;

(21) **"Credit Limitation"**, When used in this Agreement, the existence of a restriction on the ability to trade with a Client based on our credit exposure / Margin requirements towards such Client shall mean, unless the context otherwise requires;

(22) **"Credit Support Provider"**, When used in this Agreement, any person who has entered into any guarantee, hypothecation, agreement, margin or security agreement in our favour, in compliance with the obligations of a client under this Agreement, shall mean, unless the context otherwise requires;

(23) **"Saint Vincent & the Grenadines Rules"**, When used in this Agreement, all applicable regulations and circulars issued by the 'Financial Services Authority' within the framework and context of the authority granted under the Act shall, unless otherwise required by the context, be understood to mean that they may be in force from time to time and modified or amended from time to time;

(24) **"Deal-able Quote"**, Unless the context otherwise requires, when used in this Agreement, a price quote shall be understood to mean that, by its terms, it is capable of being used for the purpose of making a transaction and/or contact;

(25) **"Deal Request"**, An electronic message sent by the customer via our online trading facility, requesting us to enter into a purchase transaction or sale transaction at our prevailing price quote for such transaction and/or contract as shown on our online trading facility, shall be used in this Agreement, unless the context otherwise requires;

(26) **"Deal Response"**, When used in this Agreement, unless the context otherwise requires, an electronic message sent by us to such a customer via our Online Trading Facility shall mean, with respect to a



particular deal request sent to us by a customer via our Online Trading Facility, acknowledging receipt of the deal request and confirming whether or not we have agreed to accept the terms of the deal request.

(27) **“Deposit(s)”**, Funds deposited and/or transferred by customers into their account(s) with us when used in this Agreement, unless otherwise required by the context;

(28) **“Durable Medium”**, When used in this Agreement, any instrument which allows customers to store information in a way which is accessible for future reference for a period of time which is adequate for the purposes of the information and which allows the information stored to be reproduced unchanged shall, unless otherwise required by context;

(29) **“Effective Date”**, When used in this Agreement, unless otherwise required in the context, the date of entry into force of this Agreement shall be the date indicated on the confirmation e-mail sent by us to a customer indicating that the Account Opening Application Form(s) of that customer has been accepted;

(30) **“Electronic Messaging”**, When used in this Agreement, any form of electronic communication that we use to communicate with our customers about our Online Trading Facility (including, without limitation, any Transaction(s) or Contract(s) entered into through our Online Trading Facility) shall mean any form of electronic communication that we use to communicate with our customers about our Online Trading Facility, including but not limited to, electronic mail, whether or not within the framework of the Online Trading Facility.

(31) **“Electronic Services”**, When used in this Agreement, a service provided by us, such as an internet trading service offering customers access to information and trading facilities via an internet service, a WAP service and/or other electronic order routing system, shall mean a service provided by us, unless otherwise required by context;

(32) **“Electronic Trading Platform(s)”**, When used in this Agreement, unless otherwise specified in the context, the online electronic trading platform(s) that we make available to our customers for the placement of orders, the request for price quotes for transactions and/or contracts, the receipt of price information and market-related news, as well as the real-time revaluation of their open positions, via the Internet, shall be understood to mean, unless otherwise specified in the context,

(33) **“Equity”**, When used in this Agreement, the "capital value" of the Account at the present time shall be understood to mean, unless the context otherwise requires; it shall be calculated by (a) taking the total value of all open positions relating to the Transactions and/or Contracts generated through the Account, adjusted with all "Floating Profit / Loss" and all relevant "Rollover Rates" and/or "Swaps" and by adding that value.

(34) **“Event of Default”**, Unless the context otherwise requires, when used in this Agreement, the meaning of that term shall be given in clause 89 below;

(35) **“Exchange”** or **“Stock Exchange”**, Any securities exchange, clearing house, self-regulatory organization, alternative trading system, organized trading facility, or Multilateral Trading Facility as the context may require from time to time when used in this Agreement, unless otherwise required by the context;

(36) **“Fraud Traffic”**, when used in this Agreement, unless the context otherwise requires, shall mean Deposits or traffic generated towards our Online Trading Facility through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us any harm; Fraud Traffic shall include, but shall not be limited to, spam, false advertising and deposits generated on stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions (including, without limitation, “sniping” or “scalping” hereinafter, collectively, referred to as “arbitrage”, ‘cash back arbitrage’, ‘interest arbitrage and/or ‘churning’), offers to share commission(s) or bonuses directly or indirectly with traders, and any other unauthorized use of any third party accounts, copyrights or trademarks;

(37) **“Floating Profit/Loss”**, Unless otherwise required by this Agreement, when used in this Agreement, unrealized profit (loss) of open positions relating to Transactions and/or Contracts in Supported

Securities generated through the Account at the current prices of the underlying securities available for trading (currencies, contracts or stocks, equity indexes, precious metals or any other commodity) shall mean;

(38) **"Free Margin"**, When used in this Agreement, funds not used as a guarantee to open positions relating to transactions and/or contracts entered into through the Account shall, unless otherwise required by the context, be calculated by taking the Equity in the Account and subtracting the margin required to open positions relating to transactions and/or contracts entered into through the Account;

(39) **"Indicative Quote"**, Unless the context otherwise requires, when used in this Agreement, the price quote other than the deal-able quote shall mean;

(40) **"Intellectual Property Assets"**, (a) our online trading facility; (b) our services; (c) any other of our platforms or software (including, without limitation, demos and any relevant system documentation and/or user manuals); (d) this Agreement; (e) the price quotes we provide; and/or (f) any pricing data or other information transmitted through our online trading facility, unless otherwise provided in this Agreement;

(41) **"Intellectual Property Rights"**, All intellectual property rights, such as patents, trademarks, service marks, word marks, copyrights, database rights, topographical rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials and other identifying materials, shall be understood when used in this Agreement, unless otherwise provided for in the context, in any form whatsoever.

(42) **"Inside Information"**, When used in this Agreement, the meaning of unpublished information, unless otherwise required by the context, is likely to have a noticeable effect on the pricing of a transaction and/or contract if it has been made public;

(43) **"Introducing Broker"**, If used in this Agreement, a financial institution or adviser that may be remunerated by us and/or our customers for referring customers to us and/or for providing advice to such customers and/or performing the transactions and/or contracts of such customers to us shall, unless the context otherwise requires, mean;

(44) **"Instructions to Deal"**, Means an instruction from you for us to purchase or sell any instrument on your behalf, including an Order on Shares to avoid doubt;

(45) **"Listed Company"**, When used in this Agreement, the company whose securities are listed on a recognized stock exchange / regulated market shall, unless the context otherwise requires, refer to the company;

(46) **"Margin"**, When used in this Agreement, the necessary guarantee funds for opening positions relating to transactions and/or contracts entered into through an account as determined in and/or required under the 'Spreads and Conditions Schedule' posted on our Online Trading Facility shall mean, unless the context otherwise requires;

(47) **"Margin Call"**, While used on this Agreement, except the context in any other case requires, shall suggest an obligatory request issued via way of means of us to growth the Margin deposited in a purchaser's Account which will stable the open positions referring to Transactions and/or Contracts entered into via an Account; while the Margin published in an Account is under the minimal Margin requirement, we may, however shall haven't any obligation whatsoever, problem a Margin Call and in this example the purchaser will have to both growth the Margin that he/she has deposited in his/her Account, or to shut out his/her position(s); if the purchaser does not do any of the aforementioned and the Account reaches the defined Stop-out Level, we will be entitled to shut all open positions referring to the Transactions and/or Contracts entered into via the Account; in that regard, it must be referred to that our Online Trading Facility operates with an automatic chance monitoring, Margin Call and Stop-out facility designed to reveal the overall usage of clients' to be had collateral in assist of our triumphing Margin and coins investment necessities for the Transactions and/or Contracts they're stepping into through our Online Trading Facility; the usage of this automatic chance monitoring, Margin Call and Stop-out facility, we will, except in any other case said, follow initial, preservation

or near out Margin name on the triumphing Margin Call or Stop-out levels, as said now and again on our Online Trading Facility;

(48) **"Margin Call Level"**, Whilst used on this Agreement, except the context in any other case requires, shall suggest the Margin Level required to hold your open positions, that's presently set at 50% of the Margin required to hold your open positions; accordingly, if the fairness for your Account drops to 50% of the Margin Level required to hold your open positions, you will obtain a Margin Call; that is a caution message that the fairness for your Account isn't always sufficient to aid your open positions; at this point, you'll now no longer be capable of take any new role and you'll have the choice to deposit enough cash so that you can hold your open positions or to shut out a few or all your role(s); whilst you've got got dropping positions, your Margin Level will pass down and may turn out to be near the Margin Call Level; if you have winning positions, your Margin Level will pass up and the Margin Call Level may turn out to be extra remote;

(49) **"Margin Level"**, Whilst used on this Agreement, until the context in any other case requires, shall suggest an index calculated as follows: Equity/Margin;

(50) **"Margin Trade"**, Even as used in this Agreement, besides the context in another case requires, shall propose a Transaction and/or Contract opened and maintained based mostly on a Margin deposit, in preference to a Transaction and/or Contract based mostly on a purchase price;

(51) **"Market"**, While used on this Agreement, until the context in any other case requires, shall imply any regulated market, or multilateral buying and selling facility on which Underlying Securities are being traded;

(52) **"Market Disruption"**, Whilst used on this Agreement, until the context in any other case requires, shall mean, with admire to any Security, the incidence of any occasion or circumstance which in our true religion opinion has a (a) fabric have an impact on at the liquidity of, or volatility of foreign change prices for, the applicable Underlying Security; (b) fabric have an impact on at the agreement of transactions in applicable Underlying Securities and, therefore, at the agreement of associated Securities; or (c) impairs our cap potential to offer Price Quotes which mirror the deliver and call for applicable Security, because of the reality that the agreement of the applicable Underlying Securities is impaired; Market Disruption shall consist of however now no longer be restricted to, the imposition with the aid of using any authorities authority, principal financial institution or multinational company of fabric regulations or obstacles at the trading, switch or agreement of transactions in any Underlying Security(ies) (such as, the imposition of charge controls, currency change controls, obligatory change costs with admire to a precise Underlying Security or a Force Majeure Event), which have or may also have a fabric have an effect on at the agreement of Transactions and/or Contracts in associated Securities;

(53) **"Market Maker and Agency"**, While used on this Agreement, until the context in any other case requires, shall suggest an expert player within inside the economic markets who constantly fees each a purchase and a promote charge in Securities or commodities held in stock so as to shop for and promote respectively within inside the occasion of involved clients, hoping to make an income on the bid-provide spread, or turn; as such, marketplace makers are internet dealers of a choice to be adversely decided on at a top rate proportional to the buying and selling variety at which they may be inclined to offer liquidity;

(54) **"Market Rate"**, When used in this Agreement, unless otherwise required by the context, the rate definitively determined (in the absence of a manifest error) by a Party at any given time shall mean the market rate available to that Party on the market at that time for the purchase of a specified security with a second specified delivery security at a specified date;

(55) **"Market Rules"**, The rules, regulations, customs and practices of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of purchase and/or sale transactions in securities and/or any exercise by any such exchange, clearing house or other organization or market shall mean, when used in this Agreement, unless the context otherwise requires, the rules, regulations, customs and practices from time to time.

(56) **"Netting Transaction"**, When used in this Agreement, a transaction which is intended to be subject to the clauses entitled 'Netting' hereinafter and for such purposes is identified as a 'Netting Transaction' herein or under its own terms shall be understood, unless the context otherwise requires;

(57) **"Non-Professional User"**, While used on this Agreement, until the context in any other case requires, shall imply someone who: (a) subscribes to our Online Trading Facility as a non-public person and in a non-public capability; (b) is now no longer presently registered or certified as an expert securities dealer, funding adviser or funding supervisor with any country wide or nation exchange, regulatory authority, expert affiliation or diagnosed expert body; (c) does now no longer presently act in any expert capability as a securities dealer, a funding adviser or a funding supervisor whether or not or now no longer he has at a while been certified to do so; and (d) makes use of the Online Trading Facility solely with regards to the control of his personal non-public price range and now no longer as a dealer to the general public or for the funding of company price range;

(58) **"Online Trading Facility"**, When used in this Agreement, unless the context otherwise requires, all websites, electronic trading platform(s), software and/or services provided by us shall mean, collectively and/or individually, as the context requires, from time to time in accordance with and/or in accordance with the terms of this Agreement;

(59) **"Order"** Whilst used on this Agreement, until the context in any other case requires, shall suggest a consumer's Order to go into right into a Transaction and/or Contract in appreciate of a specific Security on situations stipulated within inside the Order; with the aid of using default, an Order is unlimited ("GTC – Good Till Cancel"), however we and/or the consumer might also additionally outline the time of expiration of the Order; fundamental kinds of Order encompass the following: (a) a "Market Execution Order" that's an Order right away completed towards a rate that we've got supplied via our Online Trading Facility; the subsequent capabilities can be connected to a 'Market Execution Order': (i) 'Stop Loss' (an Order to shut a formerly opened function at a rate much less worthwhile than the rate on the time of setting the limitation) is an Order to restrict losses, whereas (ii) 'Take Profit' (an Order to shut a formerly opened function at a rate extra worthwhile than the rate on the time of setting the limitation) is an Order to restrict profits; and (b) a "Pending Order", that's an Order to be completed at a later time at the rate distinct within inside the Order; we can display a 'Pending Order' and whilst the rate supplied with the aid of using us reaches the rate distinct within inside the Order, the Order might be completed on the best to be had rate as according to our Order Execution Policy; the subsequent kinds of Pending Orders are to be had: (i) 'Buy Limit' (an Order to buy a Security at or under a distinct rate; it's far caused whilst the marketplace rate touches or is going under the 'purchase restrict' rate), (ii) 'Buy Stop' (an Order to shop for a Security, that's entered at a rate above the current imparting rate; it's far caused whilst the marketplace rate touches or is going via the 'purchase stop' rate); (iii) 'Sell Limit' (an Order to promote a Security at a distinct rate or better; it's far caused whilst the marketplace rate touches or is going via the 'promote restrict' rate); and (iv) 'Sell Stop' (an Order to promote a Security whilst it reaches a sure rate; it's far caused whilst the marketplace rate touches or is going under the 'promote stop' rate); the subsequent capabilities can also be connected to any 'Pending Order': (i) 'Stop Loss' and/or (ii) 'Take Profit';

(60) **"Order on Shares"** When used in this Agreement, the Customer's Order to enter into a Transaction and/or Contract with respect to Shares supported by the relevant Exchange that we make available to you, unless otherwise required by the context;

(61) **"Order Execution Policy"** When used in this Agreement, our prevailing policy posted on our Online Trading Facility concerning best execution when executing customer orders shall mean, unless otherwise required by the context, our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between us and our customers and is incorporated herein by reference;

(62) **"Over-the-Counter" or "OTC"**, Trading 'Over-the-Counter' (not on a regulated 'exchange' or 'off-exchange'); any Transaction and/or Contract relating to a commodity, security, currency or other security or property, including any option, future or CFD that is NOT traded on a regulated stock or commodity exchange but is traded 'over-the-count' when used in this Agreement, unless otherwise required by the context.

(63) **"Party"**, When used in this Agreement, we and/or our Customer(s) shall, unless the context otherwise requires, refer to us and/or our Customer(s), as the case may be, as is apparent from the context in which this term is used in this Agreement; we and our Customer(s) may refer to this Agreement collectively as 'Parties';

(64) **"Person"**, When used in this Agreement, the individual, corporation, partnership, trustee, trust, regulatory body or agency, government or governmental agency or entity (as designated or constituted) or any unincorporated organization, unless the context otherwise requires, shall mean;

(65) **"Personal Data"**, When used in this Agreement, any information relating to: (i) an identified or (ii) a directly or indirectly identifiable natural or legal person, including, but not limited to, any information relating to us, our employees, directors, shareholders, prospects, contacts and/or suppliers and/or our customer(s), shall be understood and collectively included unless otherwise required by the context;

(66) **"Personal Data Protection Legislation"**, When used in this Agreement, the Data Protection Act 1998, unless otherwise provided for in the context, means that the same may be in force from time to time and modified or amended from time to time, or the General Data Protection Regulation (679/2016) when it comes into force, as may be amended from time to time;

(67) **"Pip(s)"**, The 'Pip' value may be either fixed or variable depending on the currency pair (e.g. the pip value for EUR/USD is always \$10 for standard lots); the term Pip(s) is synonymous and interchangeable and may be used in this Agreement when used in this Agreement, unless the context otherwise requires, means the smallest numerical value of the Price Quote (the last digit to the right of the decimal point);

(68) **"Pricing Data"**, When used in this Agreement, all pricing data generated by a pricing engine integrated in our Online Trading Facility and fed to our Online Trading Facility on a real-time / delayed / end-of-day / historical basis, specifying the market prices of Supported Securities traded on our Online Trading Facility, shall be understood, unless the context otherwise requires;

(69) **"Price Quote(s)"** or **"Quote(s)"**, When used in this Agreement, an electronic message disseminated through our Online Trading Facility containing a 'Transaction Ask Price' and a 'Transaction Bid Price' shall mean, unless the context otherwise requires, as well as other parameters such as indicating whether the Price Quote is considered to be a 'Deal-able Quote' or an 'Indicative Quote';

(70) **"Principal"**, When used in this Agreement, the individual person or legal entity that is a party to the transaction (including, without limitation, these Terms and Conditions, Transactions, Contracts and or any other legally binding obligations, terms, contracts and/or agreements) shall, unless otherwise specified in the context, be understood to mean;

(71) **"Privacy Polic(y)ies"**, When used in this Agreement, the "Privacy Policy" published on our website(s) shall mean, unless the context requires otherwise;

(72) **"Prohibited Software"**, While used on this Agreement, until the context in any other case requires, shall suggest any software program that offers buyers an unfair advantage; objects that fall into this class shall include, however shall now no longer be confined to, specialized software program packages which can be designed to take advantage of feasible charge latency on our Online Trading Facility or that permit for using technological and/or algorithmic buying and selling sample which can be geared toward exploiting charge latency arbitrage possibilities on our Online Trading Facility as similarly specified, with out limitation, in clause 59 hereinafter;

(73) **"Representative(s)"**, When used in this Agreement, the meaning of directors, officers, employees, lawyers, consultants, agents, licensees or other authorized representatives shall be unless the context otherwise requires;

(74) **"Rollover Fee(s)/Swap(s)"**, Whilst used on this Agreement, except the context in any other case requires, shall imply the hobby delivered to or deducted from a client's Account for rolling over (holding/transferring) open positions referring to Finance Transactions generated via an Account, to the

subsequent day; Rollover Fee/Swap fees are calculated because the overnight hobby charge differential among the 2 currencies on which the role is held relying on the placement type [Buy (Long) / Sell (Short)]; Rollover Fees/Swaps are charged at the client's Account most effective at the positions saved open to the subsequent buying and selling day; Rollover Fees/Swaps are calculated and implemented on each buying and selling night; despite the fact that there's no rollover on Saturdays and Sundays whilst the markets are closed, banks nonetheless calculate hobby on any role held over the weekend; to stage this time gap, we follow a 3-day rollover method on Wednesdays; accordingly, on Wednesday night rollover/swaps are charged at triple charge; please be aware that Rollover Fees/Swap fees are situation to alternate at our sole discretion;

(75) **"Security (ies)"**, When used in this Agreement, unless otherwise provided for in the context, it shall have the meaning set out in Schedule 1 of the Act and shall include any other instruments prescribed for the purposes of the Act to constitute securities;

(76) **"Services"**, When used in this Agreement, the services to be provided by us to our customer(s) shall, unless the context otherwise requires, be understood by these Terms and Conditions; the term 'Services' shall include any dealing, order routing, advisory or other services that we provide to our customers from time to time by remote access via the Internet to our Online Trading Facility and which are the services we provide to our customers.

(77) **"Settlement Confirmation"** or **"Trade Confirmation"** or **"Settlement/Trade Confirmation"**, When used in this Agreement, a notification from us to a customer confirming the customer's entry into a Transaction and/or Contract shall mean unless the context otherwise requires;

(78) **"Shares"**, When used in this Agreement, physical shares admitted to trading on a regulated market or a multilateral trading facility shall, unless otherwise specified in the context, be referred to;

(79) **"Spreads and Conditions Schedule"**, The schedule of spreads, fees, margin, interest and other rates that may at any time be applicable to our Services, as determined by us on a current basis, shall mean when used in this Agreement, unless the context otherwise requires; the Spreads and Conditions Schedule shall be available on our Online Trading Facility and may be provided on demand to our customers;

(80) **"Spyware"**, If used in this Agreement, unless otherwise specified in the context, this means a type of malware that can be installed on computers and that collects small pieces of user information without their knowledge; spyware is typically hidden from the user and can be difficult to detect; spyware is typically secretly installed on the personal computer of the user;

(81) **"Stop-out"**, Whilst used on this Agreement, except the context in any other case requires, shall suggest the scenario where, due to the fairness in an Account reaches the Stop-out Level (i.e. drops under the Margin Level required to keep open positions – see under) or due to the fact the fairness of a hedged Account has entered into a bad territory, our Online Trading Facility will start routinely to shut buying and selling positions (beginning from the least worthwhile role and till the Margin Level requirement is met) in order to save you similarly account losses into the bad territory;

(82) **"Stop-out Level"**, Whilst used on this Agreement, except the context in any other case requires, shall suggest the extent of fairness in an Account in which our Online Trading Facility will begin routinely to shut buying and selling positions (beginning from the least worthwhile function and till the Margin Level requirement is met) that allows you to save you similarly account losses into the terrible territory; for all buying and selling accounts the Stop-out Level is identical to 20% of the Margin Level required to preserve open positions;

(83) **"Supported Financial Instruments"**, Whilst used on this Agreement, except the context in any other case requires, shall imply the Financial Instruments for which we presents quotations through the Online Trading Facility, i.e., contracts for differences, spot or ahead contracts of any type on the subject of any commodity, metal, economic device (which includes any security), currency, hobby rate, index or any aggregate thereof, as nicely as and/or some other by-product economic device on which we both agree, on this Agreement, or in any other case "within inside the phrases agreed upon with the aid of using mutual consent of the Parties"; we reserve the right to alter the Supported Financial Instruments quoted thru our

Online Trading Facility at any time with out previous notice, with out being obliged to offer you with any clarification or justification;

(84) **"System Disruption(s)"**, Whilst used on this Agreement, except the context in any other case requires, shall suggest the prevalence of any occasion which in our appropriate religion opinion materially prevents or limits our cap potential or our clients' cap potential from correctly and completely (i) dispensing or receiving 'Price Quotes', 'Deal Requests' or 'Deal Responses'; or (ii) recording or preserving the phrases of any Transactions and/or Contracts; or (iii) entering into related hedging transactions on an automatic basis;

(85) **"Terms"**, Unless the context otherwise requires, when used in this Agreement, these Terms and Conditions governing the relationship between our customers and us shall mean;

(86) **"Transaction"**, Whilst used on this Agreement, except the context in any other case requires, shall suggest any transaction issue to this Agreement, and shall include, with out limitation: (a) transactions in Supported Securities (which includes, with out limitation, contracts for differences, spot or ahead contracts of any type on the subject of any commodity, metal, monetary instrument (which includes any security), currency, hobby rate, index or any mixture thereof); (b) transactions, which are matched with this type of Supported monetary Instruments (which includes, with out limitation, contracts for differences, spot or ahead contracts of any type on the subject of any commodity, metal, monetary instrument (which includes any security), currency, hobby rate, index or any mixture thereof); (c) another transaction which we both agree, on this Agreement, or in any other case "within inside the phrases agreed upon via way of means of mutual consent of the Parties", (d) the partial or complete fill of your Instruction to Deal will be a Transaction; "Hextra Prime" or "we" or "our" or "us", whilst used on this Agreement, except the context in any other case requires, shall suggest our Online Trading Facility and its operator, Hextra Prime, a Securities Service Provider in Saint Vincent & the Grenadines fashioned below the laws of Saint Vincent & the Grenadines and controlled via way of means of and registered with the Financial Services Authority: License Number 25989 BC 2020, having its registered workplace at Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont Kingstown St. Vincentt and the Grenadines and any of its exact and approved successors, assigns and those of its subsidiaries and associates which are recognized similarly in this Agreement;

(87) **"Hextra Prime' Website(s)"** or **"the Hextra Prime Website(s)"** or our **"Website(s)"**, while used on this Agreement, until the context in any other case requires, shall suggest the Website(s), which is/are privately labeled, owned and hosted via way of means of us, including, without limitation, the Website(s), which is/are privately labeled, owned and hosted via way of means of us at the subsequent URL: www.hextraprime.com and any associated sub-domains, which is/are designed to draw and solicit and attain on line registrations from prospective, new clients and/or enterprise companions who're inquisitive about Transactions and/or Contracts, and their respective associated pages;

(88) **"Transaction Ask Price"** or **"Ask Price"**, The price at which a contract for the purchase of a Supported Security can be entered into through the Online Trading Facility when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the purchase of a Supported Security can be entered into through the Online Trading Facility; the "Transaction Ask Price" or "Ask Price" shall mean the price at which the market is prepared to sell a certain Security; it shall be the price set for the purchase of a Security when the Order is placed on Security.

(89) **"Transaction Bid Price"** or **"Bid Price"**, The price at which a contract for the sale of a Supported Security can be entered into through the Online Trading Facility when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the sale of a Supported Security can be entered into through the Online Trading Facility; the 'Transaction Bid Price' or 'Bid Price' shall mean the price at which the market is prepared to purchase a certain Security; it is the price set for the sale of a Security when an Order is entered into;

(90) **"Underlying Market"**, Unless the context otherwise means an Exchange, Market Maker or Liquidity Provider, and/or other similar entity to which an Instrument is traded or traded as required by the context, when used in this Agreement.

10. Interpretation

10.1 Any reference to this Agreement and its Annexes, Appendices, Addenda, Attachments, Schedules and Reports "in the phrases agreed upon by mutual consent of the Contracting Parties" shall mean, except in the context of any other case called for, that report in the phrases agreed jointly by and between the Contracting Parties and for the identity and documentation functions signed by the Contracting Parties.

10.2 This Agreement and its Annexes, Appendices, Addenda, Attachments, Schedules and Famous References to any provision as amended now and again, whether or not before, or on (in the case of handiest re-enactment or consolidation with a major amendment) after the Effective Date, shall be referred to in this Agreement and its Annexes, Addenda, Attachments, Schedules and Famous References to any provision as amended again and again, whether or not before, or on (in the case of handiest re-enactment or consolidation with a major amendment) after the Effective Date, and shall be deemed to encompass provisional provisions.

10.3 In this Agreement and its annexes, appendices, addenda, attachments, schedules and well-known, besides the context otherwise calls for: (a) the masculine gender shall embody the woman and neuter and the singular variety shall embody the plural and vice versa; (b) references to folks shall embody individuals, bodies' corporate, unincorporated institutions and partnerships; (c) the headings are inserted for consolation best and shall now no longer have an impact at the improvement and interpretation of this Agreement; (d) references to recitals, clauses and annexes, schedules and well-known and any subdivisions thereof, besides an opposite purpose seems, might be to the recitals, clauses and annexes, schedules and well-known and subdivisions of this Agreement.

10.4 A necessary part of this Agreement shall be formed by the Annexes, Appendices, Addenda, Attachments, Schedules and Famous, and the Preamble and Recitals set out above, and shall be construed as having the same full pressure and impact as if they could be expressly set out in the framework of this Agreement.

10.5 Unless the context in any other case requires, any reference to a "report" in this Agreement will be construed to include any 'electronic' report.

10.6 Where any form of the word "including" appears in this Agreement, it is likely to be interpreted as being accompanied by the phrase "without limitation," with the exception, in any other case, of the context required.

10.7 If any form of the word "Online Trading Facility" appears in the context of this Agreement, it shall be interpreted as accompanied by the phrase "and/or any issue or element thereof," with the exception of the context required in any other case.

10.8 If any of the terms "purchase" and/or "sale" and/or "buy" and/or "sell" appear on this Agreement, with the exception of the context required in any other case, they may be considered and constructed as the most practical technical phrases, as this Agreement does NOT provide for a change of name to any Financial Instruments ("delivery") traded hereunder.

10.9 Whenever reference to 'us' or 'we' is made to this Agreement, such reference shall be considered to include, where appropriate, our directors, officers, shareholders, partners, members, employees, agents, 1/3 celebration provider providers, representatives and/or affiliates (collectively our 'Associates'), except as the context calls for in any other case.

Chapter B: Access and Use of Our Online Trading Facility

11. Limited License to Access and Use Our Online Trading Facility

11.1 Subject to the Terms and Conditions set forth herein, we hereby provide you a non-exclusive, revocable, non-transferable, restricted and private license (that is incapable of sub-license or switch through you, with out our specific previous and written settlement) to get right of entry to and use our Online Trading Facility (the "License") according with those Terms. This license is conditioned for your persevered compliance with the Terms and Conditions set forth in this Agreement. Before we provide you get right of entry to to or Online Trading Facility, you'll already want to be (and be ordinary as) a patron of ours and to have opened an Account with us. These Terms complement and form a part of the Account Opening Application Form(s). If there's a war among those Terms and the phrases of the Account Opening Application Form(s), those Terms will succeed concerning our Online Trading Facility.

11.2 We can be required through a Third Party Service Provider to require you to conform with extra regulations for your get right of entry to and/or utilization of our Online Trading Facility. You agree that you'll comply with any extra regulations for your get right of entry to and/or usages that we might also additionally speak to you from time to time, or which might be in any other case the situation of a settlement among you and such Third Party Service Providers. You well known that failure to conform with such extra regulations might also additionally bring about your get right of entry to to and/or utilization of all or a part of our Online Trading Facility being restricted, suspended or terminated.

11.3 Our Online Trading Facility is supposed in your private, non-industrial use handiest, except we've expressly agreed in any other case ahead and in writing. You agree to apply the data received from our Online Trading Facility (and/or from another of our data systems) for the only cause of stepping into and executing Transactions and/or Contracts thru our Online Trading Platform. Unless we've expressly agreed in any other case ahead and in writing, we're supplying our Online Trading Facility handiest in your private, non-industrial use and handiest for the cause of, and situation to those Terms. You constitute and warrant to us as of the date of recognition of those Terms and Conditions and whenever you get right of entry to our Online Trading Facility which you are gaining access to and/or the usage of our Online Trading Facility in your private, noncommercial use handiest. You will notify us right now in writing in case you are gaining access to and/or the usage of our Online Trading Facility for functions apart from your private, non-industrial use handiest and also you well known that as an end result of doing so we might also additionally restrict, droop and/or terminate your get right of entry to to all or a part of our Online Trading Facility, at our sole discretion, with out being obliged to offer you with any explanation or justification.

11.4 For the avoidance of doubt, you shall, in any respect times, be accountable for, and will be sure through, any unauthorized get right of entry to and/or use of our Online Trading Facility, made in breach of this Agreement.

11.5 It is your responsibility to maintain your Account numbers, consumer names and passwords ("Access Codes") strictly confidential. You well known and agree that any preparation or verbal exchange transmitted through our Online Trading Facility through you or for your behalf, or thru your Account, is made absolutely at your personal risk. You hereby expressly authorize us to depend and act on, and deal with as completely legal and binding upon you, any preparation given to us that we accept as true with to were given through you or for your behalf through any agent or middleman whom we accept as true with in accurate religion to were duly legal through you. You well known and agree that we will be entitled to rely on your Account number, Access Codes (consumer names and/or passwords) to pick out you and you settle that you'll now no longer expose this data to everyone now no longer duly legal through you.

11.6 Because all servers have restricted capability and are utilized by many people, you settle now no longer to apply our Online Trading Facility in any way that would harm or overburden any of our servers, or any community related to any of our servers and now no longer to apply our Online Trading Facility in any way that could intrude with another party's use of our Online Trading Facility. You in addition agree now no longer to use any Electronic Messaging and/or verbal exchange characteristic of our Online Trading Facility for any cause this is unlawful, tortuous, abusive and intrusive on another privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

11.7 The License granted beneath neath this Agreement can be terminate with on the spot impact if we accept as true with that any data supplied through you, which include, with out limitation, any identity evidencing nationality, residence, touch details, which include with out limitation your electronic mail address, is now no longer modern or accurate, or in case you fail to in any other case observe any Term of this Agreement and/or any rules and/or hints imposed through us, or if we had been to set up which you have abused in any way (which include, however now no longer restricted to, attractive in Transactions and/or Contracts on out of Market Rates) thru our Online Trading Facility.

11.8 Upon such violation, you settle to cease, with on the spot impact, gaining access to and/or the usage of our Online Trading Facility. You agree that, beneath neath those circumstances, we will be entitled, at our sole discretion and without or with previous note and with out prejudice to another treatments we might also additionally have beneath neath this Agreement, to terminate your get right of entry to to our Online Trading Facility, near any and all of your open positions and/or dispose of and discard any associated data or content material inside our Online Trading Facility.

12. Copyright, Licenses and Trademarks

12.1 International copyright and trademark laws protect the entire content of our Online Trading Facility, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software codes, icons, logos, characters, layouts, trade secrets, buttons, color schemes and graphics. The contents of our Online Trading Facility are original works of authorship published by us, or by or on behalf of our Third Party Licensing, with the exception of third party content. We have the exclusive rights to reproduce, display, prepare, or distribute derivative works. We or our third-party licensing own the names , logos, trademarks , copyrights and all other intellectual property rights of all materials and software in our Online Trading Facility. All materials owned by third parties contained in our Online Trading Facility shall be reproduced with the consent of the respective owners.

12.2 You may not modify, modify, copy, reproduce, republish, upload, post, transmit, distribute or commercially exploit, in any way whatsoever without our prior written permission, any materials, including text , graphics, video , audio, software code, user interface design or logos, from our Online Trading Facility, unless you are permitted to print and download portions of the material from any of the different facilities. All the trademarks and products of the third party logo referenced on the website are the property of the respective owner(s) and may not be used or distributed without the owner(s) 's permission. The license granted hereunder will be null and void for any violation of these provisions.

12.3 Without our express, prior and written consent, you agree not to "deep-link" to our Online Trading Facility, resell or allow access to our Online Trading Facility to others and not to copy any material appearing on our Online Trading Facility for resale or for any other purpose to others. In such cases, where we may allow you to link to our Online Trading Facility from another website, your website, as well as the link itself, may not indicate that we endorse, sponsor or are affiliated with any third-party website, entity, service or product without our express prior written permission, and you may NOT use any of our logo, trademarks or service marks other than any third-party website, entity, service or product

13. Limitations on Investment Guidance and Professional Advice

13.1 Our online trading facility is NOT meant to provide advice on legal, tax or investment matters. All information on our Online Trading Facility is for educational purposes only and is under no circumstances intended to provide legal, tax or investment advice and there is no guarantee, whether express or implied, of any profit or income statement.

13.2 Based on your personal investment goals, financial circumstances and risk tolerance, you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you. Concerning your particular situation, you should consult your legal or tax professional.

14. Accuracy of Information

- 14.1 While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, our Online Trading Facility's information and content are subject to change without notice and are provided for the sole purpose of helping traders make independent investment decisions.
- 14.2 While we have taken reasonable steps to ensure that the information on our Online Trading Facility is accurate, we do not, however, guarantee its accuracy and will not be liable for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay or failure to transmit or receive any instructions.
- 14.3 All content contained in our Online Trading Facility shall be submitted only on the date published or indicated and may be replaced, or for other reasons, by subsequent market events. In addition, to ensure that you receive the most recent data, you are responsible for setting the cache settings on your browser.

15. Analytical Tools and Market Data

- 15.1 We may provide various analytical tools at certain times (such as market data, exchange rates, news, headlines and graphs), link to other websites, circulate newsletters and/or provide you with information from third parties about our Online Trading Facility for your convenience only. We do not endorse, represent, warrant, guarantee or sponsor the accuracy, accuracy, timeliness, completeness, suitability of such information for you and/or the effect or consequences of such information on you by doing so. Such data and tools are provided solely to help you make your own investment choices and do not amount to investment advice or unsolicited financial promotions.
- 15.2 You acknowledge that we are not required to continue providing the above-mentioned tools and information and may at any time remove these information tools from our Online Trading Facility. In addition, we are not obliged to update the information displayed on our Online Trading Facility at any time and we will not be liable for any such information being terminated, interrupted, delayed or inaccurate. The financial information we post on our online trading facility may be provided for the benefit of third parties or our customers and, as such, you undertake not to allow any unauthorized users to deeply link or any other form of redistribution or reuse of the information. As such, prior to using them, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and data.
- 15.3 Any information or material placed on our websites by third parties ('Third Party Content') reflects, and is the sole responsibility of, those who post such information or material on our websites ('Third Party Content'), and does not represent our views and/or those of our partners. This information should not be deemed to constitute a track record. Past performance is not a guarantee of future results and we specifically advise customers and prospects before making an investment decision on the basis of any of the above, to carefully review all claims and representations made by other traders, advisers, bloggers, money managers and system vendors.

IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION PROVIDED ON OUR ONLINE TRADING FACILITY. IN PARTICULAR, WITH RESPECT TO ANY MARKET DATA, EXCHANGE RATES, NEWS, HEADLINES AND GRAPHS AND/OR OTHER INFORMATION THAT WE AND/OR ANY THIRD PARTY SERVICE PROVIDER PROVIDES TO YOU IN CONNECTION WITH YOUR USE OF OUR ONLINE TRADING FACILITY: (I) WE ARE NOT RESPONSIBLE OR LIABLE IF ANY SUCH DATA OR INFORMATION IS INACCURATE OR INCOMPLETE IN ANY RESPECT; (II) YOU ARE RESPONSIBLE (AND WE SHALL NOT BE LIABLE) FOR ANY ACTIONS THAT YOU TAKE OR REFRAIN FROM TAKING AS A RESULT OF SUCH DATA OR INFORMATION; (III) YOU WILL NOT USE SUCH DATA OR INFORMATION FOR AN INAPPROPRIATE OR ILLEGAL PURPOSE; (IV) YOU ACKNOWLEDGE THAT ANY SUCH DATA OR INFORMATION IS OUR PROPERTY AND/OR, AS THE CASE MAY BE, THE PROPERTY OF OUR THIRD PARTY SERVICE PROVIDERS AND YOU WILL NOT RE-TRANSMIT OR DISCLOSE SUCH



DATA OR INFORMATION TO THIRD PARTIES EXCEPT AS REQUIRED BY RELEVANT LAW; AND (V) YOU WILL USE SUCH DATA OR INFORMATION SOLELY IN COMPLIANCE WITH ALL RELEVANT APPLICABLE LAWS, RULES AND REGULATIONS.

15.4 We or our officers, directors, employees, representatives or agents shall not be liable to any person for any loss, damage, cost or expense (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damage) resulting from any error, omission or alteration of any such tool, website, newsletter or information. The foregoing shall apply irrespective of whether or not a claim arises under contract, tort, negligence, strict liability.

16. Third Party Content and Research

16.1 Our online trading facility may, as previously indicated, include general news and information, comments, interactive tools, quotes, research reports and data relating to foreign exchange markets, other financial markets and other topics.

16.2 Persons not affiliated with us may provide some of this content ("Third Party Content"). In our Online Trading Facility, the source of all such third party content is clearly and prominently identified and reproduced with the permission of the respective owners.

16.3 Content from third parties may be accessible through framed areas, through hyperlinks to websites from third parties, or may simply be posted on our Online Trading Facility. The Third Party Content is, as indicated above, protected by applicable intellectual property laws and international treaties and is owned or licensed by the provider(s) of the Third Party Content.

16.4 Such third party content is not explicitly or implicitly endorsed or approved by us. Third-party content providers do not endorse or approve third-party content, implicitly or explicitly, nor should their content be construed as legal, tax or investment advice.

16.5 While we make every attempt to provide accurate and timely information to serve the needs of our Clients, neither we, nor any of our Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and neither we, nor any of our Third Party Content providers is/are responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third Party Content is provided for informational purposes only and we, as well as its Third Party Content providers specifically disclaim any liability for Third Party Content available on our Online Trading Facility. You will use Third Party Content only at your own risk.

"On a" AS-IS "basis, any third party content on our online trading facility is provided. OUR THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITHOUT LIMITATION OF ANY MARKETABILITY GUARANTEE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSING, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Means of Accessing and Using Our Online Trading Facility

17.1 You are solely responsible for providing and maintaining the means by which our Online Trading Facility can be accessed and used, including, but not limited to, a personal computer, modem, telephone or other access line.

- 17.2 All access and service fees necessary to connect to our Online Trading Facility shall be borne by you and all fees incurred for accessing such systems shall be borne by you. Furthermore, you assume all the risks associated with the use and storage of information on your personal computer(s) or any other computer(s) through which you will be able to access and/or use our online trading facility ('computer' or 'computer').
- 17.3 You represent and warrant that, in relation to the security and control of all access and use of your computer, infection or viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data, you have implemented and plan to operate and maintain adequate protection.
- 17.4 You agree that we shall not be liable to you in any way whatsoever in the event of failure or damage to, or destruction of, your computer systems, data or records or any part thereof, or in the event of delays, losses, errors or omissions arising out of the failure or mismanagement of any telecommunications or computer equipment or software.
- 17.5 You will not transmit any infection or viruses, worms, Trojan horses or any other code that manifests contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data to us or any of our online service providers, either directly or indirectly, or in any way.
- 17.6 You agree to be fully and personally responsible for the due settlement of all transactions and/or agreements entered into with us through your account. You are responsible for ensuring that, unless otherwise agreed in advance and in writing, access to your Account is controlled by you and only you and that access to trading on our Online Trading Facility is not granted to any minor or other person using your Account. In any event, you, and only you, remain fully liable for any and all positions traded on your Account and for any credit card transactions entered on your Account. In respect of all costs and losses whatsoever, as may be incurred by us and/or by you as a consequence, direct or indirect, of your failure to perform or settle such a transaction, you agree to indemnify us in full.
- 17.7 You agree that if any Transaction is entered into and/or any Contract is acquired or sold at prices that do not reflect the relevant market prices or are acquired or sold at an abnormally low level of risk ('miss-pricing') due to an undetected programming error, error, defect, error or failure of our Online Trading Facility and/or any related software, or for any other reason, resulting in an undetected programming error, error, error or failure of our Online Trading Facility and/or any related software. Any problem, error or suspected system or other inadequacies that you may experience, you have a duty to report to us.
- 17.8 Without prejudice to any other provisions of this Agreement, errors in the quotation and/or execution which may include, but are not limited to, the mistype of a quote by a dealer, a quote or trade which is not representative of the prevailing market prices at that time, an erroneous price quote by us or by any third party, such as, but not limited to, an erroneous price quote due to hardware failure, software failure, etc. We reserve the right to make the necessary corrections or adjustments to the account involved in the event of a quotation or execution error. In our sole and absolute discretion, any dispute arising from such quotation or execution errors will be resolved by us.

18. Restriction of Access and Use of Our Online Trading Facility

- 18.1 We reserve the right at any time to suspend the operation of our Online Trading Facility, or any portion(s) or parts thereof. In such a case, we may close your open positions, transactions and/or contracts at prices that we consider fair and reasonable at that time, at our sole discretion (with or without notice), and no claims may be made against us in connection with them.
- 18.2 We may impose volume or other limits on any accounts at our sole discretion.
- 18.3 Contract pay-outs shall be determined by us by reference to the daily values reported on our Online Trading Facility that are relevant to the inter-bank trading data received by us for transaction and/or contract quotes, subject to the 'provision' that, in the event of miss-priced or typographically incorrect data, we shall be entitled to make corrections to such data.

18.4 You understand that while the Internet and the worldwide web are generally reliable, you may be delayed or prevented from accessing and/or using our Online Trading Facility by technical problems or other conditions.

19. Technical Issues

19.1 We are not responsible for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access problems, system capacity problems, high demand for Internet traffic, security breaches and unauthorized access, and others, and you agree not to hold or seek to hold us or any of our Agents or Third Party Service Providers liable for any technical problems.

19.2 We do not represent, warrant or guarantee that, at all times or locations of your choice, you will be able to access and/or use our Online Trading Facility or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

19.3 We do not represent, warrant or guarantee that uninterrupted and error-free service will be provided by our Online Trading Facility. With respect to our Online Trading Facility and its content, we make no guarantees or warranties, including, but not limited to, warranties of merchant-ability or fitness for a particular purpose.

19.4 We shall not be liable, without prejudice to any of the foregoing, for the impossibility of executing orders and requirements due to failures in the operation of information systems caused by technical failures beyond our control.

20. Manifest Errors

20.1 'Manifest Error' means a manifest or obvious misquote by us or by any market, exchange, bank provider of prices, source of information, commentator or official on whom we reasonably rely, having regard to the conditions of the market at the time of placing the order.

20.2 We may take into account all information in our possession when determining whether a situation constitutes a manifest error, including, without limitation, information relating to all relevant market conditions and any error or lack of clarity in any source of information or notification.

20.3 We will act fairly towards you when making a determination as to whether a situation amounts to a manifest error, but the fact that you may have entered into, or refused to enter into, a corresponding financial commitment, contract or transaction based on an order placed with us (or that you may have suffered or may suffer any loss of profit, consequential or indirect loss) will not We reserve, without prior notice, the right to:

- a) Change the details of such a transaction to reflect what we reasonably consider to have been the correct or fair terms of such a transaction at our discretion, acting in good faith, if the manifest error(s) had not occurred;
- b) If you do not immediately agree to any amendment made under this clause (which we will notify you via the Trading Platform), we may cancel any transaction resulting from or arising from a manifest error, such that the outcome is the same as if it had never been made; and/or c) take no action at all.

20.4 For any trade executed at prices resulting from manifest errors (as defined herein), we may take any reasonable steps, such as computer errors, misquotes or omissions, or at prices that are clearly at odds with fair market prices. We may take the following actions to trade based on a Manifest Error, acting reasonably and in good faith:

- Nullify the trade;
- Closing of trade at current market prices; or
- Change the opening and/or closing price of the trade as if, in the absence of a manifest error, it had been executed.

20.5 We will not be liable to you for any loss, cost, claim, demand or expense you suffer (including loss of profits or any indirect or consequential losses) arising from a Manifest Error, including if the Manifest Error is made by any source of information, commentator or official on whom we reasonably rely, or from our decision to do anything under clause 20.3 above, except to the extent that the Manifest Error is made by any source of information, commentator or official on whom we reasonably rely, or from our decision to do anything under clause 20.3 above.

20.6 If a manifest error has occurred and we choose to exercise any of our rights pursuant to clause 20.3, and if you have received any money from us in connection with the manifest error, that money shall be due and payable to us immediately, and you shall promptly return to us an equal amount.

20.7 We reserve the right to refuse any transactions placed by you which we consider to be clearly outside the prevailing market price in such a way that, whether due to Manifest Error or stale, incorrect or broken price feeds, they may be considered non-market price transactions.

21. Infections, Contamination or Other Destructive Content

21.1 You understand that we can not and do not guarantee or warrant that infection or viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties will be free of files and/or software available for downloading through our Online Trading Facility. You are responsible for implementing adequate procedures and checkpoints to meet your specific data input and output accuracy requirements and for maintaining a means for the reconstruction of any lost data external to our Online Trading Facility.

22. Hyperlinks to Other Sites Controlled or Offered by Third Parties

22.1 Links to other websites of third parties that are controlled or offered by third parties may be provided by us. Such links to a website or website of another third party shall NOT constitute endorsement, authorization, sponsorship or affiliation with respect to the website of that third party, its owners or its suppliers.

22.2 Before retrieving, using, relying on or buying anything via the Internet, we caution you to ensure that you understand the risks involved in accessing and/or using such third party websites.

22.3 We make no representations whatsoever about any website of any other third party that you may access through our Online Trading Facility or that may link to our Online Trading Facility. Please understand that when you access any other third party website, it is independent of our Online Trading Facility and that we do not have control over the content on such third party websites. Moreover, a link to our Online Trading Facility from a third party website does not imply that we endorse or accept any responsibility for the content or use of that third party website.

22.4 Links to any other third-party websites from our Online Trading Facility are provided solely for your convenience, and you agree that under no circumstances will you hold us liable for any damage or loss caused by the use or reliance on any content, goods or services available on other third-party websites.

23. Software

23.1 Our Online Trading Facility may contain software ("Software") that is provided for downloading. You acknowledge and agree that we make no warranty whatsoever that any Software downloaded from or through our Online Trading Facility or elsewhere on your computer equipment will be compatible with or operate on your computer equipment without interruption, nor do we warrant that any such Software is, or will always be, uninterrupted, error-free or available. Our online trading facility is not linked to the software that can be downloaded and we can not be held liable for any problems or defects arising from the download or use of any such software.



- 23.2 You further understand and agree that you may be exposed to risks associated with the download and/or use of software that may not be compatible with your computer equipment if you download and/or use any software. You hereby agree to accept such risks, including, but not limited to, hardware, software, communication lines or systems, and/or other computer equipment failure or damage. We expressly disclaim any liability with respect to the foregoing, and you agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise from them.
- 23.3 A specific personal license to use such Software in accordance with the Terms and Conditions set out herein shall be included in every Software application downloaded from or through our online trading facility. In addition to these Terms and Conditions, any Software downloaded from or through our Online Trading Facility shall be subject to the Terms of the specific Software License accompanying such download.
- 23.4 Any software downloaded from or through our Online Trading Facility is intended for your personal, non-commercial use only, unless otherwise expressly agreed in advance and in writing. For the sole purpose of entering and executing transactions and/or contracts through our Online Trading Facility, you agree to use any such software downloaded from or through our Online Trading Facility. Under this Agreement, the use of any such Software to distribute signals, copy transactions, share the Software or signals with third parties, or to use the Software on MAM accounts (or in connection with any other portfolio management structure) is NOT permitted without our express prior written consent and may result in the immediate termination of the License granted under this Agreement and/or specific persons.
- 23.5 You shall be liable for and bound by any unauthorized access to and/or use of any Software downloaded from or through our Online Trading Facility in breach of this Agreement and/or by a special personal license to use such Software in order to avoid doubt. If you receive any data, information or software through our Online Trading Facility other than that which you are entitled to receive under these Terms, you shall immediately notify us of such data, information or software and shall not, in any way whatsoever, use it.
- 23.6 For all software and/or products and/or files downloaded from or through our Online Trading Facility, we reserve all rights to modify the terms and conditions of access and use and/or to discontinue all or part of our services at any time, at our sole discretion and for any reason whatsoever, without being required to provide you with any explanation or justification.

24. Forward Looking Earnings Statements

- 24.1 ***EACH EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR SERVICES AND THEIR POTENTIAL ON OUR ONLINE TRADING FACILITY. Despite the fact that THE 'FOREX' INDUSTRY IS ONE OF THE FEW THAT HAS A GREAT POTENTIAL IN TERMS OF EARNINGS, THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR INCOME AT ALL USING THE TECHNIQUES AND IDEAS IN OR THROUGH THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY. Try not to INTERPRET EXAMPLES IN THESE MATERIALS AS A PROMISE OR GUARANTEE OF EARNINGS. SUCH EARNING POTENTIAL IS AT ALL TIMES ENTIRELY DEPENDENT ON THE PERSON USING ANY OF OUR SERVICES, PRODUCTS, IDEAS AND TECHNIQUES. OUR SERVICES ARE NOT TO BE CONSTRUED AS A "GET RICH SCHEME."***
- 24.2 ***ANY CLAIMS MADE CAN BE VERIFIED UPON REQUEST. THIS IS IN RESPECT OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS THAT MAY BE CLAIMED IN OUR MATERIALS DEPENDS ON MANY FACTORS, INCLUDING, BUT NOT LIMITED TO THE TIME YOU DEVOTE TO THE SERVICES, PROGRAMS, IDEAS AND TECHNIQUES MENTIONED, AS WELL AS YOUR FINANCIAL SITUATION, KNOWLEDGE AND EXPERIENCE AND VARIOUS SKILLS. ALL THESE DIFFER ACCORDING TO INDIVIDUALS, AND SO WE CAN NOT, NOR DO WE, GUARANTEE YOUR SUCCESS OR INCOME LEVEL. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR ACTIONS.***
- 24.3 ***IT IS POSSIBLE THAT SOME OF THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY MAY CONTAIN INFORMATION THAT INCLUDES, OR IS BASED***



UPON, FORWARD-LOOKING EARNINGS STATEMENTS. SUCH FORWARD-LOOKING EARNINGS STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. THESE STATEMENTS CAN BE IDENTIFIED BY THE FACT THAT THEY DO NOT RELATE DIRECTLY OR STRICTLY TO EITHER HISTORICAL OR CURRENT FACTS. SUCH STATEMENTS MAY USE WORDS SUCH AS "ENVISION," "ACCEPT," "GAUGE," "EXPECT," "MEAN," "VENTURE," "PLAN," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE. SHOULD SUCH STATEMENTS BE USED BY US ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL, THEY ARE SOLELY INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. NUMEROUS FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND SO PLEASE NOTE THAT NO GUARANTEES ARE MADE, NEITHER TO YOU, NOR TO ANYONE ELSE, THAT YOU OR ANYONE ELSE WILL ACHIEVE RESULTS SIMILAR TO THE ONES MENTIONED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL. IN FACT, NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM ANY IDEAS, TECHNIQUES OR SOFTWARE PROVIDED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL OR AS MAY APPEAR ANYWHERE ON OUR ONLINE TRADING FACILITY.

Chapter C: Services

Taking into account that we agree to carry one or more Accounts for you and provide you with Services relating to the purchase and sale of Supported Securities which may be purchased or sold for your Account by or through our Online Trading Facility or otherwise, you agree to the following:

25. Scope of Services

25.1 These Terms and Conditions cover the full range of services provided by us, including, but not limited to, access to and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any of our affiliates), electronic content, information in real time. These Terms and Conditions cover all forms of communication, including electronic messaging, e-mail, telephone, fax, and more, between us and you.

26. Registration

26.1 By law, we are obliged to confirm and verify the identity of each individual who registers with us and opens an account with us. Therefore, we may ask you to provide personally identifiable information at any given time, starting from the date of your registration with us. We reserve the right to restrict, block access to our online trading facility and/or terminate and/or close your account with us if we do not provide such information and/or if such information appears to be false, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our customer, you will confirm to us that any information you provide us with is true, accurate, up-to-date and complete. You also agree that you will not impersonate any individual or entity, misrepresent any affiliation with another individual, entity or association, use false headers or otherwise hide your identity from us for any purpose or reason.

26.2 You hereby declare that you have the authority to bind that entity to these Terms and Conditions if you are registering as or for a business entity. In accordance with the privacy policy published on our website(s) (our "Privacy Policy(s)"), we apply strict security procedures and undertake to treat the information you provide to us with care.

26.3 Please note that you will choose a user-name and password that will personally identify you each time you log on to our system ('Access Codes') when you register with us. You should always keep your access codes (username and password) strictly private and confidential. Safeguarding this information is your sole and exclusive responsibility and you are responsible for all actions taken using your User Information Account. You agree: (a) to notify us immediately of any unauthorized use of your access codes or any other breach of security; and (b) to log out of your account in an orderly manner at the end of any use. Please contact our Customer Support team immediately if the security of your access codes (username and password) is breached or if you suspect that they are being used wrongfully.

27. Eligibility

27.1 As previously stated, it is a precondition that only those who are allowed to enter into legally binding agreements will use our Services and contracts will form. **THEREFORE, IF THERE IS ANY REASON WHY YOU WOULD NOT BE ABLE TO ENTER A LEGALLY BINDING AGREEMENT WITH US, FOR WHATEVER REASON-DO NOT USE OUR SERVICES.** These reasons could include, but are not limited to, people who have not yet reached the age of 18 or are defined as minors who have not yet reached the legal age.

27.2 Due to our internal policies, we only permit people with sufficient experience, knowledge and understanding in financial investments, who possess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on our Online Trading Facility, to use our Services. If you do not independently possess such knowledge, do not use our online facility for trading.

27.3 In accordance with the Financial Services Authority, the Company shall take all reasonable steps to ensure that the Company does not provide the Client with securities business services, unless such services are appropriate for the Client in the light of the facts disclosed by that Client and other relevant facts relating to the Client that the Company is or should be reasonably aware of. Unless the Company has adequate information in its possession to allow it to form the basis for the recommendation, the Company shall not recommend a security to the Client.

27.4 The information thus obtained will be used solely for the evaluation referred to above.

27.5 Notwithstanding any of the above, the eligibility restrictions referred to above shall apply only in cases where the use of real money is involved in our services. For the use of any practice application not associated with real money transactions (such as 'Demo Accounts'), the above restrictions are NOT applicable.

28. Identification

28.1 We are committed by law to affirm and check the character of every individual who registers on our framework and opens an Account with us; thus, as a component of our commitments to conform to material "Hostile to Money Laundering ("AML") Legislation", you will be incited to furnish us with the accompanying data when you register with us: (a) name; (b) address/residency; (c) date of birth; (d) ethnicity; (e) contact data; (f) installment directions; and whatever other by and by recognizable data that we may request occasionally, for example, a duplicate of your Passport or potentially other distinguishing archives.

28.2 Upon the death of the owner of the Account and if the legal heirs of the owner of the Account wish to withdraw the balance in the Account to the extent that it exists, such legal heirs should, to our satisfaction, provide us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased, and we shall, in our sole discretion and upon review of such documents, shall make the decision whether to allow such withdrawal(s).

29. Personal Information – Accurate and Complete Data

29.1 You must provide us with true and complete information at all times, including, but not limited to, your (a) name; (b) address / residence; (c) date of birth; (d) nationality; (e) contact details; (f) payment instructions; and any other personally identifiable information that may be requested from you from time to time, such as a copy of your passport and/or other identification documents, as well as any other personally identifiable information that we may request from you from time to time as part of our obligations to comply with applicable "Anti-Money Laundering ("AML") Legislation".

29.2 In that association, you thus speak to, warrant, contract and concur that: (a) you are in any event 18 years of age, or the period of lawful assent for participating in monetary speculation exercises under the laws of any locale that concerns you; (b) you are not politically uncovered individual, as characterized in the Money Laundering and Terrorism (Prevention) Act 2008, and you don't have any nearby family ties or individual or business associations with the previously mentioned people; (c) you are of sound psyche and you are fit for assuming liability for your own activities; (d) all the subtleties that you have submitted to us or any subtleties given to us when opening a record and making a store are valid, exact, total and match the name on the installment card and additionally installment accounts in which you expect to store or get assets from your record; (e) you have confirmed and established that your utilization of our Online Trading Facility doesn't abuse any laws or guidelines of any ward that concerns you.

29.3 Please inform our Customer Support team immediately if any of the above statements are untrue or inaccurate with respect to you and we will inform you if / how you can continue to access and/or use our Services.

29.4 You hereby expressly acknowledge and agree that your immediate breach of these Terms and Conditions is the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information.



As such, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement, we reserve the right to suspend and/or terminate your account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility.

- 29.5 You may be asked from time to time to provide us with certain documents to verify the credit card details used by you to deposit funds into your account. You may or may not be permitted to deposit further funds through a recurring credit card or other means of payment, subject to our satisfaction with such documentation checks.
- 29.6 In different languages, we may choose to provide you with documentation, information and communication. By accepting these Terms and Conditions, you acknowledge and confirm that our official language is English, and English documentation, information and communications shall take precedence in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English.
- 29.7 We reserve the right to communicate with you by telephone, by facsimile, by email, by post, by newsletters issued by us and/or by any other means of communication, whether such communication is addressed to you personally or generally addressed to all our customers and/or posted on our online trading facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other terms of this Agreement, that all such means of communication at our end are considered acceptable and that any information or notification provided by you and/or any other means of communication at our end is deemed to have been received by you and/or by you. The transaction thus executed on your part shall be deemed final and binding.
- 29.8 You will advise us recorded as a hard copy regarding the people you have allowed a Power-of-Attorney to teach us for your benefit. For viable reasons, we can just attempt to enlist one Power-of-Attorney for you. In the event that you whenever wish to deny such a Power-of-Attorney, to change the degree of such a Power-of-Attorney or award Power-of-Attorney to an alternate individual this will likewise be educated to us recorded as a hard copy. We are, as per general guidelines with respect to Powers-of-Attorneys qualified for get directions from any Person approved by you just as Persons who show up so approved. We do hold the right, be that as it may, at our sole caution, to dismiss the arrangement of any agent/Power-of-Attorney approved to act in your Account and we may choose, at our sole circumspection, to excuse as well as reject whenever any exchanges performed by such Authorized Representative/intensity of lawyer. According to general guidelines with respect to Powers-of-Attorney, you are responsible to us for misfortunes or harms which we may endure because of directions from an Authorized Person who has express or implicit Power-of-lawyer to give us directions for your sake. We may decline to follow up on any guidance from any Authorized Person in the event that we can deliver likely that the removal in accordance with the guidance submitted would be disregarding the enactment pertinent to the zone, common market work on, including however not restricted to Anti-Money Laundering ("AML") Legislation, or relate to insider exchanging, or if the removal by our sensible caution will put you and additionally our financial strength in danger.
- 29.9 By opening an account with us, you will be subject to all of our rules , policies and operating procedures governing your activities in our online trading facility, and you hereby expressly agree to comply with them. We reserve the right, at any time, at our sole discretion and for any reason, to refuse and/or disclose our Services to any person and to close the Account of any person without being obliged to provide any explanation or justification. All data relating to persons opening an account with us shall remain our sole and exclusive property and you shall acquire NO right to any such information by entering into this Agreement, except as expressly provided herein.
- 29.10 We further maintain all authority to research, whenever, at our sole carefulness, and in any capacity whatsoever, without being obliged to furnish you with any clarification or support, any action that may abuse this Agreement, including, yet not restricted to, any utilization of programming applications to get to our Online Trading Facility, as well as any commitment in any action disallowed by this Agreement. We will NOT be dependable (a) for anything identified with exchanging exercises on or through our Online Trading Facility, nor (b) for the way where you lead your exchanging action on or through our Online Trading Facility; specifically, yet without impediment of the over-simplification of the prior, we will NOT be answerable for any of the accompanying circumstances: (an) unapproved genuine cash exchanges; (b)



unapproved genuine cash exchanges led by unapproved Minors; (c) physical Verification that you have the correct information or potentially experience to utilize our Online Trading Facility. We won't be capable in any capacity (counting for harms and misfortunes brought about by the utilization of our Online Trading Facility) on the off chance that you utilize our Online Trading Facility without the best possible information, and we claim all authority to asses and reconsider your insight and experience to utilize our Online Trading Facility whenever, at our sole watchfulness.

Chapter D: Terms of Service

30. Services Provided

- 30.1 We hereby grant you a personal, revocable, non-exclusive, non-transferable and non-sub licensable license (the 'License') subject to the above-mentioned registration and eligibility requirements, limited to the provisions of these Terms and Conditions for access to and use of our Services (including the use of our Online Trading Facility and any related downloadable Software), all as described in further details.
- 30.2 We will deal with you under these Terms in Securities as principal and as agent ("Services").
- 30.3 As a major aspect of our Services, we will utilize sensible business endeavors to flexibly you with the educational and specialized intends to access and utilize our Online Trading Facility, and give you market access and exchange execution administrations ("Transactions") in Supported Securities on a 'moving spot' or 'trade' premise, in a 24 hour method of activity, from Sunday 22:05 GMT to Friday 21:50 GMT, with the exception of on legitimate public occasions in the USA and Europe ("Dealing Hours"), subject to the applicable business sectors in London, the USA or potentially Asia being open.

31. Execution of Orders

- 31.1 Unless expressly determined and stated "*in the terms agreed upon by mutual consent of the Parties*", we offer reception and transmission dealing services to you in relation to transactions in in respect of Over The-Counter ("**OTC**") traded instruments, such as Spot Forex, Contract for Differences (CFDs) on stocks, indices, precious metals or any other financial instruments or commodities available for trading from time to time via our Online Trading Facility ("**Supported Securities**"), and such additional services as we may agree from time to time in writing.
- 31.2 We will NOT advise you on the merits or suitability of any transaction and/or contracts entered into under these Terms and Conditions, nor will your investments be managed or monitored. You acknowledge that our execution of any order on your behalf in no way implies that the transaction or investment has been approved or recommended by us. We have set out various risk disclosures for your information on our Online Trading Facility.
- 31.3 Unless expressly specified and stated "under the terms agreed by mutual consent of the Parties," all transactions and/or contracts entered into or executed with you on your behalf will be placed and executed in accordance with the terms of our Order Execution Policy (as amended or extended from time to time), full details of which are available in our Online Trading Facility ("Order Execution Policy"). Our Order Execution Policy is part of these Terms and Conditions and is incorporated by reference herein, and applies to all Transactions and Contracts entered into by and between you and us, to the extent that it does not impose on us, and/or seeks to impose on us, any obligations that we would otherwise have, other than those of the Laws and Regulations in force.

32. Prices and Open Positions

- 32.1 In respect of Supported Securities through our Online Trading Facility or, in those cases where we have agreed to do so, through our Dealing Department, we will provide you with "bid" and "ask" prices ("Price Quote(s)"). We determine the price quotes that we quote and generally represent a mark-up or mark-down on inter-bank trading rates. Our online trading facility sets out our fees and charges. Any published price shall be valid until the earliest of its expiry date and, if any, the time at which it is otherwise withdrawn by us.
- 32.2 Each price quote shall be available for use in a Transaction and/or Contract dealing instruction with a principal amount not exceeding the maximum leverage amount determined by us, published or otherwise notified to you on our Online Trading Facility ('Leverage'). You acknowledge that the prices and maximum leverage we may offer to you may differ from the prices and leverage given to our other customers and may be withdrawn or changed by us at any time, without prior notice and without any obligation or obligation to provide any explanation and/or justification. We may immediately change, withdraw or refuse

to deal with any price quote in our absolute discretion and without prior notice to you, we may have published or cease the provision of Price Quotes entirely in some or all Supported Securities and for some or all value dates at any time and without any obligation or end to provide any explanation and/or justification at any time.

32.3 Our Services shall be restricted to the execution of Transactions and/or Contracts in Supported Securities through our Online Trading Facility, at the Price Quotes displayed on our Online Trading Facility or otherwise communicated to you at your request, unless expressly determined and stated 'under the terms agreed by mutual consent of the Parties'.

33. Instructions and Basis of Dealing

33.1 **Placing of instructions:** Unless expressly agreed otherwise, all trading instructions must be provided to us electronically through our online trading facility, even though we may accept instructions from you in writing (including fax), by e-mail or by other electronic means, or orally (including by telephone through our trading department at the specified telephone number) at our sole discretion. Your conversation may be recorded if you give instructions by telephone. Notwithstanding your failure to confirm them in writing, we are authorized to follow the instructions. Instructions for the simultaneous conclusion, on behalf of the same beneficial owner, of a contract for the purchase and the contract for the sale on behalf of the same beneficial owner of a certain financial instrument may NOT be provided under this Agreement. A trading instruction or order provided to us by you shall not take effect until we have actually received it. Unless the context requires otherwise, the instructions and orders in this Agreement have the same meaning.

33.2 **Right not to accept Instructions / Orders:** We may accept instructions to enter into a Transaction and/or Contract (but are not obliged to do so in any circumstances). At our absolute discretion, we may refuse to accept, in whole or in part, any trading instruction given by you or on your behalf, and refuse to act upon it, without giving any reason or being liable for any loss thereby occurring. Furthermore, a dealing instruction that is not received by us for any reason in a manner in which it can be processed, including the failure of our online trading facility to accept or process such instruction, shall be deemed not to have been received by us.

We reserve the right to refuse to conclude any contract and/or transaction. These circumstances include, but are not restricted to, when:

- (a) the placement of trades outside market hours;
- (b) trades are larger than the maximum quantity, individually or in aggregate, or smaller than the minimum quantity we have set for the market;
- (c) your margin for financing the proposed transaction and/or contract is insufficient;
- (d) from a manifest error, our price or transaction and/or contract;
- (e) We believe that this Agreement or any legal or regulatory requirement applicable to you or us would be in breach of the Transaction and/or Contract.

33.3 **Binding Effect:** Confirmation of a trading instruction by us constitutes a binding agreement on the terms of that instruction between us. In the online trading section, the procedure for entering trading instructions is specified in our Online Trading Facility.

33.4 **Cancellation/withdrawal of instructions:** If we have not acted upon those instructions, we can only cancel your instructions. Once an instruction has been given by you or on your behalf, without our express prior written consent, it can not be rescinded, withdrawn or amended.

33.5 **Control of Orders prior to execution:** We have the right (yet no commitment) as far as possible or potentially boundaries to control your capacity to put Orders at our supreme circumspection. Such cutoff points and additionally boundaries might be corrected, expanded, diminished, eliminated or added to by us at our outright tact and may incorporate (without constraint): (i) powers over most extreme Order sums and greatest Order sizes; (ii) powers over our all out presentation to you; (iii) powers over costs at which Orders might be submitted (to incorporate (without impediment) powers over Orders which are at a value which contrasts incredibly from the Market Price at the time the Order is submitted; (iv) powers over our

Electronic Services (to incorporate (without restriction) any check strategies to guarantee that a specific Order has originated from you); or (v) some other cutoff points, boundaries or controls which we might be needed to execute as per Applicable Laws, Rules or potentially Regulations. The Company has the option to change or potentially drop any Orders which have been executed inside a little time period and the aggregate sizes of those Orders surpass the greatest passable Order size breaking point (for example a Client may put in five requests inside two seconds which exclusively are all underneath the most extreme permissible Order size restrict however surpass the cutoff on a combined premise).

- 33.6 **Order Execution Policy:** We have the right (yet no commitment) as far as possible or potentially boundaries to control your capacity to put Orders at our supreme circumspection. Such cutoff points and additionally boundaries might be corrected, expanded, diminished, eliminated or added to by us at our outright tact and may incorporate (without constraint): (i) powers over most extreme Order sums and greatest Order sizes; (ii) powers over our all out presentation to you; (iii) powers over costs at which Orders might be submitted (to incorporate (without impediment) powers over Orders which are at a value which contrasts incredibly from the Market Price at the time the Order is submitted; (iv) powers over our Electronic Services (to incorporate (without restriction) any check strategies to guarantee that a specific Order has originated from you); or (v) some other cutoff points, boundaries or controls which we might be needed to execute as per Applicable Laws, Rules or potentially Regulations. The Company has the option to change or potentially drop any Orders which have been executed inside a little time period and the aggregate sizes of those Orders surpass the greatest passable Order size breaking point (for example a Client may put in five requests inside two seconds which exclusively are all underneath the most extreme permissible Order size restrict however surpass the cutoff on a combined premise).
- 33.7 **Crossing of Orders:** We may arrange for the execution of a transaction and/or contract, either in whole or in part, by selling an investment to you from another customer, or a customer of our affiliate, or vice versa. If we arrange for a Transaction and/or Contract to be implemented in this way, we will not give you prior notice.
- 33.8 **Aggregation and Split of Orders:** We are entitled to combine and/or aggregate your orders with our own orders and/or orders of any of our associates and/or persons connected with us, including employees and/or other customers, at our absolute discretion. In addition, when executing them, we can separate your orders. Orders will only be aggregated or split, however, if we reasonably believe it to be in your best interest. However, on some occasions, the aggregation and division of your Order may result in you obtaining, in relation to a particular Order, a less favorable price than if your Orders have been executed, separately or mutually, respectively.
- 33.9 **Confirmation of instructions:** We may (but shall not be obliged under any circumstances) require confirmation of any instruction in such a manner as may reasonably be requested if such confirmation appears to us to be necessary or desirable; or such instruction is to close the Account or to remit money due to you. It is your responsibility to notify us before settlement of any change to your e-mail address, the failure to receive a confirmation, or whether any confirmation is incorrect.
- 33.10 **Performance and Settlement:** You will promptly deliver any instructions, money, documents or assets that we may require from you or that you can deliver under a Transaction and/or Contract in accordance with that Transaction and/or Contract, as amended by any instructions provided by us, in order to enable us to fulfill our obligations under the relevant Matching Transaction and/or Market Contract or wii If you do not promptly provide us with such instructions, we may take such steps at your expense, at our absolute discretion, as we deem appropriate for our own protection or your protection. Similarly, this provision is applicable in situations where we are unable to contact you.
- 33.11 **Intermediate Brokers and other Agents:** At our sole discretion, we may arrange for any transaction to be carried out with or through an intermediate broker's agency, which may be our associate, and may or may not be in Saint Vincent & the Grenadines. For any act or omission of such an intermediate broker or agent, neither we, nor our respective directors, officers, employees or agents, will be liable to you. For intermediate brokers or agents selected by you, no responsibility will be accepted.
- 33.12 **Position Limits:** We may require you, in our absolute discretion, to limit the number of open positions that you may have with us at any time and/or only allow you to enter into closing transactions or to close

any one or more positions or to reverse transactions and/or contracts in order to ensure that the position limits imposed by us are maintained.

- 33.13 **Fluctuations in Exchange Rates:** If you enter into any transaction and/or contract, your account and risk will be entirely responsible for any profit or loss arising as a result of a fluctuation in the exchange rate affecting such transaction and/or contract.
- 33.14 **Trade Reporting:** We may be required to disclose information on certain transactions and/or contracts under Applicable Laws, Rules and/or Regulations. You agree and acknowledge that we own all and all proprietary rights in such Transaction and/or Contract information and you waive any confidentiality obligation attached to the information we reasonably disclose.
- 33.15 **Rollover:** If by the close of the Business Day we do not receive instructions from you to settle any open transactions and/or contracts, we are hereby authorized (but not obligated) to transfer all such contracts to the next traded business date ('Rollover'), as set out in further detail in clause 39 below.

34. Electronic Trading Terms

- 34.1 **Settlement/Trade Confirmation:** You acknowledge the electronic nature of our services through our Online Trading Facility and the inherent risk that, for reasons beyond our control, communications by electronic means may not reach their intended destination or may do so much later than intended. Accordingly, any instruction sent by you or on your behalf through our Online Trading Facility or by e-mail shall only be deemed to have been received and shall constitute a valid instruction and/or binding contract between you and us only after such instruction has been recorded as being executed by us and confirmed by us to you by means of a Settlement / Trade Confirmation and merely transmitted by us.
- 34.2 **Communications via the Internet:** Since we do not control the power of the signal, its reception or routing via the Internet or any other means of electronic communication, the configuration of the equipment of our customers or the reliability of its connection, we shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, directly or indirectly caused by any failure or breakdown of any transmission or communication system. Using your Access Codes, you will be solely responsible for all orders and for the accuracy of all information sent via the Internet. Until we have confirmed the Order to you, we will not execute an Order and the transfer of an Order by itself will not give rise to a binding Transaction and/or Agreement between you and us.
- 34.3 **Mobile trading technology:** With the use of mobile trading technology, there are a number of inherent risks, such as duplication of orders / instructions, latency in the prices provided, and other problems resulting from mobile connectivity. The prices shown on our mobile platform are an indication only of executable rates and may NOT reflect the actual executed order price. For the transmission of messages, our mobile feature utilizes public communication network circuits. We shall not be liable for any and all circumstances in which you experience a delay in the price quote or inability to trade due to problems with the transmission of the network circuit or any other problems beyond our direct control, including, but not limited to, the strength of the mobile signal, cellular latency or any other problems that may arise between you and any provider of internet services, telephone services, or any other service provider. Please also note that some of the features available on Online Trading Facility may not be available on our mobile feature.
- 34.4 **Usernames and Passwords:** You are obliged to keep secret your usernames and passwords ('Access Codes') and to ensure that our Online Trading Facility is not accessed by third parties. Without prejudice to any other provisions of this Agreement, you will be liable, even if this may be unfair, for all Transactions and/or Contracts carried out using your Access Codes.
- 34.5 **Pricing Data:** All prices shown on our online trading facility are indicative at the time shown based on data subject to constant change, unless otherwise indicated or agreed upon. The execution price is the price that is confirmed to you after the execution of your Order on the Settlement / Trade Confirmation issued (whether on screen or otherwise) after the execution of your Order, although this price may differ in certain cases from the price that appeared on the screen at the time the Order was placed. We reserve

the right, at our sole discretion, to amend or revoke the details of the transaction(s) and/or contract(s) concerned in the event that an erroneous price is used as the basis for any transaction.

- 34.6 **Restrictions on Services Provided:** There may be limitations on the total value and/or number of transactions and/or contracts that you can enter into on any day, as well as on the total value and/or number of those transactions and/or contracts that you can enter into when using our online trading facility.
- 34.7 **Limit Order Functionality:** The 'Limit Order' functionality of our Online Trading Facility will be subject to the Internet service remaining available over the period in which the 'Limit Order' is outstanding, and will be subject to size limits entered by our dealer(s) remaining above the size of your order and the position limits of such dealer and/or any other limits determined by us to apply to you (whether or not we disclose them).
- 34.8 **Access Requirements:** You will be responsible for providing the computer system(s) to enable you to access and/or use our Online Trading Facility and to make all appropriate arrangements with any telecommunications provider or, where access to our Online Trading Facility is provided through a third-party server, any third-party necessary to access our Online Trading Facility; neither we nor we nor any third-party necessary to gain access to our Online Trading Facility.
- 34.9 **Virus detection:** You will be responsible for installing and properly using any virus detection / scanning program that we require from time to time and for implementing and regularly using up-to-date virus detection / scanning programs; you will immediately notify us of such defects if you become aware of a material defect, malfunction or virus in your computer system(s) or in our Online Trading Facility.
- 34.10 **Use of Information, Data and Software:** In the event that you receive, through our Online Trading Facility, any data, information or software other than that which you are entitled to receive under this Agreement, you shall immediately notify us in writing and shall not, in any way whatsoever, make use of such data, information or software.
- 34.11 **Maintaining standards:** When utilizing our Online Trading Facility you should: (a) guarantee that your PC frameworks are kept up in great request and are appropriate for use with our Online Trading Facility; (b) run such tests and give such data to us as we will sensibly consider important to build up that your PC frameworks fulfill the prerequisites advised by us to you now and again; (c) do infection minds a standard premise; (d) illuminate us quickly of any unapproved admittance to our Online Trading Facility or any unapproved Transaction or guidance which you are aware of or suspect and, if inside your control, cause such unapproved use to stop; and (e) not whenever leave the work station from which you have gotten to our Online Trading Facility or let any other person utilize such work station until you have logged off from our Online Trading Facility.
- 34.12 **System defects:** You will immediately notify us in writing of such a defect, malfunction or virus if you become aware of a material defect, malfunction or virus in your computer system(s) or our Online Trading Facility and cease all use of our Online Trading Facility until you have obtained permission from us to resume use.
- 34.13 **Intellectual Property:** All rights relating to our online trading facility in respect of patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) remain vested in us or our licensing. You will not copy, interfere with, alter, modify or modify our Online Trading Facility or any part or parts thereof unless we expressly permit our Online Trading Facility to be compiled, reverse compiled or disassembled in writing, or intend to do any of the same or permit any of the same to be done.
- 34.14 **Liability And Indemnity:** Without bias to some other terms of this Agreement, identifying with the impediment of risk and arrangement of repayments, the accompanying provisions will apply to the Services we give by means of our Online Trading Facility: (a) System blunders: We will have no obligation to you for harm which you may endure because of transmission mistakes, specialized flaws, glitches, illicit mediation in network hardware, network over-burdens, malignant hindering of access by

outsiders, web breakdowns, interference or different inadequacies with respect to web access suppliers. You recognize that admittance to our Online Trading Facility might be restricted or inaccessible because of such framework blunders, and that we hold the privilege upon notice to suspend admittance to our Online Trading Facility consequently; (b) Delays: Neither we nor any outsider programming supplier acknowledges any risk in regard of any postponements, mistakes, mistakes or exclusions in any information gave to you by means of our Online Trading Facility; (c) Viruses from our Online Trading Facility: We will have no obligation to you (regardless of whether in contract or in misdeed, including carelessness) if any infections, worms, programming bombs or comparative things are brought into your PC system(s) through our Online Trading Facility or any product gave by us to you so as to empower you to utilize our Online Trading Facility, given that we have found a way to forestall any such presentation; (d) Viruses from your Computer System(s): You will guarantee that no PC infections, worms, programming bombs or comparable things are brought into our Online Trading Facility, PC system(s) or network(s) and you will repay us on interest for any misfortune that we endure emerging because of any such presentation.

34.15 **Unauthorized use:** We shall not be responsible for any loss, liability or expense arising out of any unauthorized use of our Online Trading Facility. Upon request, you shall indemnify, protect and hold us harmless from and against any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising from any act or omission by any person using our Online Trading Facility, whether or not you have authorized such use, by using your designated access codes (usernames and/or passwords).

34.16 **Suspension or permanent withdrawal with notice:** Without prejudice to any other provisions of this Agreement, by giving you five (5) calendar days of written notice, we may suspend or permanently withdraw our Online Trading Facility.

34.17 **Immediate suspension or permanent withdrawal without notice:** Without preference to some other arrangements of this Agreement, we will be entitled, singularly and with prompt impact, to suspend or pull back for all time your capacity to get to or potentially utilize our Online Trading Facility, or any part thereof, without earlier notification, where we think of it as important or fitting to do as such, for instance because of: (a) your resistance with any Applicable Laws, Rules as well as Regulations (b) penetrate of any arrangements of this Agreement; (c) on the event of an Event of Default; (d) network issues; (e) disappointment of intensity gracefully; (f) upkeep; or (g) to ensure you when there has been a break of security. What's more, the utilization and additionally access of our Online Trading Facility, or any part thereof, might be ended naturally, upon the end (for reasons unknown) of (an) any permit conceded to us which identifies with the activity of our Online Trading Facility; or (b) this Agreement. The utilization and additionally access of our Online Trading Facility might be ended promptly, in entire or to some extent, if any hidden instruments identifying with any Supported Financial Instrument(s) is/are pulled back by any Market as well as on the off chance that we are needed to pull back our Online Trading Facility, in entire or partially, to consent to Applicable Laws, Rules or potentially Regulations.

34.18 **Effects of permanent withdrawal:** Upon our first request, in the event of termination of access and/or use of our Online Trading Facility for any reason, you may return or destroy all hardware, software, system documentation and/or other documentation or files that we have provided to you in connection with our Online Trading Facility, and any copies thereof, at our option.

35. ELECTRONIC TRADING METHODOLOGY

35.1 You may issue a Deal Request to us via our Online Trading Facility upon receipt of a price quote from us via our Online Trading Facility, applying the most recent price quote sent to you. You acknowledge that you are not entitled to execute a Transaction and/or Contract and that you are not entitled, in response to a price quote, to send us a Deal Request via our Online Trading Facility, unless that price quote indicates that it is a Deal-able Quote.

35.2 We will issue a Deal Response to you via our Online Trading Facility upon receipt of a Deal Request from you via our Online Trading Facility. The Deal Response will indicate whether or not your request for a deal has been accepted.

- 35.3 Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that, to the extent that a credit limitation exists with respect to your account, we shall not be under any obligation to provide you with a Deal Response. We recognize any such credit limitations and agree to disclose them to you.
- 35.4 You acknowledge and agree that if and when you issue a Deal Request to us via our Online Trading Facility, upon our placement of the Deal Response, you will be bound to the terms of the Transaction and/or Contract. In the event of failure to receive any Deal Response due to connectivity issues, you shall immediately contact us to obtain confirmation of the executed Transaction and/or Contract through other means of communication. You acknowledge and agree that you are solely responsible for all Deal Requests submitted through our Online Trading Facility and that we are under no obligation to inquire about the ability of any person to use any Access Codes (logins and password(s) issued to you and that any such person will be deemed to have the power to bind you with respect to all Deal Requests submitted to us through you.

36. Trade Confirmations and Account Statements

- 36.1 **Electronic Settlement/Trade Confirmations:** Without preference to some other arrangements of this Agreement, we will be entitled, singularly and with prompt impact, to suspend or pull back for all time your capacity to get to or potentially utilize our Online Trading Facility, or any part thereof, without earlier notification, where we think of it as important or fitting to do as such, for instance because of: (a) your resistance with any Applicable Laws, Rules as well as Regulations (b) penetrate of any arrangements of this Agreement; (c) on the event of an Event of Default; (d) network issues; (e) disappointment of intensity gracefully; (f) upkeep; or (g) to ensure you when there has been a break of security. What's more, the utilization and additionally access of our Online Trading Facility, or any part thereof, might be ended naturally, upon the end (for reasons unknown) of (an) any permit conceded to us which identifies with the activity of our Online Trading Facility; or (b) this Agreement. The utilization and additionally access of our Online Trading Facility might be ended promptly, in entire or to some extent, if any hidden instruments identifying with any Supported Financial Instrument(s) is/are pulled back by any Market as well as on the off chance that we are needed to pull back our Online Trading Facility, in entire or partially, to consent to Applicable Laws, Rules or potentially Regulations.

Reports of Account Activity: We will post subtleties of your Account movement on our Online Trading Facility and you will have the option to produce day by day and month to month of your Account action just as a report of each executed Transaction and additionally Contract. Refreshed Account data typically will be refreshed occasionally during our Dealing Hours and will in any occasion be accessible close to (24) hours after any movement happens on your Account. Posting of Account Information (as characterized beneath) through our Online Trading Facility will be esteemed conveyance of Settlement/Trade Confirmations and Account proclamations. Record data will incorporate Settlement/Trade Confirmations with ticket numbers, buy and deal rates, used Margin accessible for Margin exchanging, proclamations of benefits and misfortunes, just as current open positions, some other data needed to be given under Applicable Laws, Rules as well as Regulations and some other data we may make accessible ("Account Information"). We may in our outright circumspection pull back or change any Account Information whenever. Except if in any case decided and expressed "in the terms settled upon by common assent of the Parties", you concur that we are under no commitment to give affirmations in printed copy or by email instead of through our Online Trading Facility. By tolerating these Terms and Conditions you make a deal to avoid getting any Account Information in printed structure us other than upon explicit solicitation. You should confirm the substance of all Account Information got from us. The Account Information posted on our Online Trading Facility will (spare if obviously inaccurate) be convincing proof of your Transactions and additionally Contracts, open positions, Margin and money adjusts, and will be definitive and authoritative on you, if not protested quickly upon receipt with such complaint affirmed recorded as a hard copy (counting email or electronic mail) no later than close of business on the Business Day following the day on such data is posted on our Online Trading Facility.

37. Consent to Receive Electronic Transmission of Trade Confirmations and Account Statements

- 37.1 You agree to receive all Account Information and Settlement / Trade Confirmations via the Internet and to provide evidence of the Orders or Instructions given to you by e-mail or other electronic means. You will be able to use your own access codes to access all your account information via our Online Trading Facility. You will have access to custom-able statements through our Online Trading Facility that will enable you to view individual transactions and/or contracts, daily, weekly , and monthly reports, and trade information. During our Dealing Hours, the updated Account information will usually be updated periodically and will in any event be available no more than twenty-four (24) hours after activity is generated in your Account.
- 37.2 The delivery of Settlement / Trade Confirmation and Account activity statements will be considered for the posting of these activities. Settlement / Trade Confirmations with ticket numbers, purchase and sale prices, amount of transaction, profit and loss statements, current open positions and pending orders will be included in the information.
- 37.3 You must notify us and revoke this consent in writing if you no longer wish to communicate via electronic media. If you do not wish to communicate via electronic media at all, when applying to open an account with us, you must inform us of your wishes. However, if you revoke your consent, at our sole discretion, your access to our Online Trading Facility may be restricted or terminated.
- 37.4 As previously stated, any such communications made via electronic media shall be treated as fulfilling any legal requirement that a communication should be signed and 'in writing,' to the extent permitted by applicable laws, regulations and/or regulations. In addition, you hereby waive any rights or requirements under any applicable laws, regulations and/or regulations in any jurisdiction that may require such communications.

38. Recording of Telephone Conversations, Internet Conversations (Chat), and Meetings

- 38.1 We may record/ maintain your telephone conversations, electronic messaging, e-mails, internet conversations (chat), meetings and other communications with us. Any recordings shall be and remain the sole property of us and shall be accepted by you as conclusive proof of their content as recorded by us. You agree that in disputes that may arise between you and us, we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without restriction.
- 38.2 Technical reasons may, however, prevent us from recording a conversation and, in accordance with our normal practice, recordings or transcripts made by us will be destroyed. Consequently, to be accessible, you should not rely on such recordings.

39. Rollover and Offset Instructions

- 39.1 Rollover is the process of extending the open position's settlement date (i.e. the date by which it is necessary to settle an executed trade). The forex market allows the settlement of all spot trades for two business days, which implies the physical delivery of currencies. However, there is no physical delivery in margin trading, so all open positions must be closed at the end of the day on a daily basis (22:00 GMT) and reopened on the following trading day. This pushes one more trading day out of the settlement. It's called rollover, this strategy.
- 39.2 Through a swap contract that comes at a cost or at a profit for traders, Rollover is agreed upon. Depending on the current interest rates (LIBOR/LIBID with added mark-up) ('Rollover Fee'), we do not close and re-open positions, but will charge you a fee for each such position and debit/credit your trading account(s) for positions held open overnight. As the beginning and the end of a forex trading day is considered to be 2:00 GMT, any positions that are still open at 22:00 GMT sharp are subject to rollover and will be held overnight. The positions opened at 22:01 are not subject to rollover until the next day, but a rollover will take place at 22:00 GMT if you open a position at 21:59. A credit or debit appears on your account within 1 hour for every position opened at 22:00 and will be applied directly to your equity account.

- 39.3 Our Online Trading Facility will publish the Rollover Fees that we charge. We will try to collect these Rollover Fees with us from the free balance in your account. We reserve the right to close part, or all, of your open positions as per our Order Execution Policy in the event that we are unable to collect such Rollover Fee(s) from the free balance in your Account with us. Even if all the margin previously deposited by you has been lost, you are responsible for promptly paying all Rollover Fees(s).
- 39.4 We are authorized, at our absolute discretion, to offset all or any portion of the positions in your account(s) in the absence of clear and timely instructions from you, or to make or receive delivery on your behalf under such conditions and by those methods considered reasonable by us.

40. Corporate Events and Actions

- 40.1 In the event that an Instrument becomes subject to a corporate event as described below (sub-clause 40.2), the Company shall take appropriate steps to adjust your trading account for the effect of the event on your position, while maintaining an economic equivalent of the rights and obligations attached to your Transaction and/or Contract with the Company on the ex-date of the event (i.e. on the ex-date of the event). The Company shall take the following actions subject to this sub-clause:
- (a) Adjust, as deemed appropriate, the size and/or value and/or number of orders with a view to maintaining, to the greatest extent possible, the economic equivalence of your open positions;
 - (b) Pursue the communication of upcoming events and actions through any durable medium, including, but not limited to, the website of the Company;
 - (c) The Company aims to preserve, to the maximum extent possible, the equivalent of the rights and obligations of your Transaction and/or Contract immediately before the corporate event takes place if you have a Pending Order or a Stop Loss and/or Take Profit attached to your Orders;
 - (d) If a corporate event, such as a reverse stock split, results in share ownership below the minimum permitted by our systems, these positions will be rounded down to the nearest permitted trade size, with any value not captured as a cash adjustment to your trading account being reflected by the position adjustment.

If you own the underlying instrument, different actions may be followed by the Company; however, the Company will try to preserve economic equivalence to the greatest extent possible.

40.2 Subject to sub-statement 40.1, corporate occasions will incorporate the accompanying:

- (a) Distribution, by the guarantor to the investors of the basic Instrument, of extra offers, other offer capital, warrants or rights giving profits that bring about a dilution impact available worth;
- (b) Stock parts and converse stock parts that bring about an adjustment in the quantity of offers claimed and the offer cost. A split is a corporate occasion whereby a firm duplicates the quantity of existing offers by a specific proportion, for example 1:2 (this demonstrates each current offer will convert into two offers). In the 1:2 case, the investors' offers will twofold, however given the company's market capitalization will stay unaltered, the stock cost will divide, keeping up monetary comparability;
- (c) Dividends; in the event that where a basic Instrument is giving profits (value list or stock), a money change will be made, proportional to that paid to customers with a vacant situation in the hidden Instrument;
- (d) Voiding of a trade-able Instrument that will bring about the end of positions;
- (e) Takeovers or mergers (counting side projects), contingent upon their terms may bring about a money change like that of profits;
- (f) Any other occasion of comparable nature to the previously mentioned occasions that may have a focusing impact available estimation of the Instrument.

Chapter E: Margin Deposits, Collateral and Payment

51. Margin and Collateral

- 51.1 **Margin** is the amount of money you have to deposit with us to enter into Transactions / Contracts. You must ensure that the margin in your account is sufficient to cover the margin requirement in respect of that open position before you enter a Transaction and/or Contract that creates an open position. If your margin is less than the margin requirement you want to create for the open position, we may reject your transaction and/or contract of this kind. The Margin Requirement must be maintained until the open position is closed at all times and may increase or decrease until the open position is closed at any time.
- 51.2 **Contingent liability:** If we perform or arrange a Transaction and/or Contract, including, for example, a Contract for Differences, you should note that you may be liable to make further payments depending on the nature of the Transaction or Contract, if the Transaction and/or Contract is not completed or upon the earlier settlement or closure of your position. By means of a margin against the purchase price of the investment, you will be required to make further variable payments instead of paying (or receiving) the entire purchase (or sale) price immediately. The movement in your investment's market price will influence the amount of margin payment you will be required to make.
- 51.3 **Margin call:** You will pay us on request: (a) such aggregates of cash as we may every now and then require as Security for your commitments to us; (b) any sum essential for keeping up a positive parity in any of your Accounts with us; and (c) such totals of cash by method of stores or as introductory or variety Margin, in regard of and as Security for your real, future and unexpected liabilities to us in such sums and in such structures as we, in our supreme circumspection, may require. You acknowledge that our Online Trading Facility works with a computerized hazard checking, Margin Call and Stop-out office intended to screen the general use of customers' accessible guarantee on the side of our overarching Margin and money subsidizing necessities for the Transactions and additionally Contracts they are going into by means of our Online Trading Facility; utilizing this robotized hazard observing, Margin Call and Stop-out office, we will, except if in any case expressed, apply beginning, support or close out Margin call at the predominant Margin Call or Stop-out levels, as expressed every now and then on our Online Trading.
- 51.4 **Margin requirements:** At any time, we may alter our margin requirements. Any margin payment requirements must be fulfilled within the time limit specified by us or, if none is specified, immediately. One call from Margin does not preclude another call. Per financial instrument, margin requirements may vary. Please refer to our website for further information on the applicable margin requirements per financial instrument.
- 51.5 **Margin requirements prior to and during Market Disruption:** Without prejudice to the above, the Company may, at its sole discretion, temporarily require a higher margin for new orders to be placed on any or all of the Financial Instruments (compared to the normal margin requirements of the account of the Customer) in the following cases:
- a. Prior to and/or during the close of the market on Friday.
 - b. For any particular or all securities, prior and/or during any other market closure.
 - c. Prior and/or during any major news announcements, such as the Non-Farm Payroll announcement made by the Department of Labor of the United States, but not limited to that.
 - d. To any anticipated abnormal market conditions and/or market disruptions, prior and/or during.
- Any open orders in your account placed before or after the implementation of the new margin requirement may be affected by the above temporary increase in the margin requirements.
- 51.6 **Form of Margin:** Margin must be provided in the form of cash or other assets, such as collateral (meaning investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) ('Collateral') (collectively, 'Assets'), only in those cases in which we may agree otherwise. The currency of the cash margin you pay to us shall be the currency of the relevant underlying transaction (if applicable), or as we may reasonably decide from time to time in our sole discretion. As a

direct transfer of title, cash margin is paid to us and you will not retain any interest in it. We will record the cash margin received by us as a cash repayment obligation that we owe to you.

- 51.7 **Non-cash Margin:** Where we consent to acknowledge non-money Collateral, it must be in a structure satisfactory to us. The estimation of the non-money guarantee and the extent of that incentive to be considered for Margin purposes will be controlled by us in our total prudence. We will apply such terms and conditions regarding the acknowledgment, valuation and arrival of any Collateral you may give as we may in our outright carefulness think suitable. Specifically, you are made explicitly mindful that we may decide, at our sensible carefulness, the incentive by which any such Collateral will be enlisted and thusly add to our requests towards you and that we may constantly change the estimation of such Collateral without earlier notification to you. In deciding the measure of Collateral and the measure of our commitments to you, we may apply such system (counting decisions concerning the future development of business sectors and qualities), as we think about suitable, reliable with Applicable Laws, Rules and additionally Regulations.
- 51.8 **Failure to meet Margin call:** You are responsible for maintaining appropriate arrangements with us for the receipt and communication of margin information at all times. In accordance with the terms of that Transaction or Contract and any instructions given by us for the purpose of enabling us to fulfil our obligations under any corresponding Transaction or Contract entered into between us and a third party, you shall promptly deliver any money or property delivered by you in respect of any Transaction or Contract. If, in accordance with the terms of any Transaction or Contract, you fail to provide us with a margin, deposits or other amounts payable within the time required, we shall be entitled, in our sole discretion, to terminate any open Transaction or Contract without prior notice to you and to apply any proceeds thereof to the payment of any amounts due to us and/or as we deem appropriate in our sole discretion. It is also possible to consider such a failure as an event of default.
- 51.9 **Currency Conversion:** All initial and subsequent calls for Margin shall be made in the currency of the Transaction and/or Contract, or in the currency of your Account, as determined by us, in the amounts that we may require in our absolute discretion; we are authorized to convert Margin funds into and from that foreign currency in your account at a rate of exchange determined by us on the basis of the then prevailing month. We will not be liable to you in such circumstances for any loss suffered by you as a result of such action (although we will use reasonable efforts to convert only those funds that may be prudently required to cover the position in respect of the relevant transaction).
- 51.10 **Refusal to accept Margin:** We reserve the right to return to you at any time any assets deposited with us by way of margin, collateral, deposits or otherwise, with or without reason and without being obliged to provide you with any justification for explanation.
- 51.11 **Negative Balance Protection:** Means the limit on the aggregate liability of a client to the funds in that account for all CFDs connected to a trading account with the Company.

Trading in leveraged financial instruments puts your invested capital at considerable risk. However, on a per account basis, Hextra Prime follows a Negative Balance Protection policy that aims to ensure that your maximum losses from trading CFDs, including all related costs, are limited to (i.e. no additional liability incurs) the total funds in your trading account. This should include any funds that have not yet been paid into your account as a result of net profits from open trade closures linked to your trading account.

Notwithstanding the above, any indication or suspicion, in **Hextra Prime's** reasonable discretion, of any form of arbitrage performed in your trading account either solely or in connection with other clients of our company (including but not limited to risk-free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties and abuse of our 'no negative balance', constitute a violation of these Terms and Conditions. In such cases, we reserve the right, among others, not to apply our Negative Balance Protection policy and transfer any or all funds you may have in a different trading account to set-off the obligations (e.g., negative balance) that have occurred to the other account used for any abusive acts.

52. Margin Call Policy / Margin Call Level / Stop-Out Level

- 52.1 You acknowledge that our online trading facility has an automated risk monitoring, margin call and stop-out facility designed to track the overall use of your available collateral in support of our existing margin and cash financing requirements for the transactions and/or contracts entered into through our online trading facility.
- 52.2 Our Margin Call Policy guarantees that your account equity is your maximum potential risk. You will receive a margin call if the equity in your account drops to 50 percent of the margin level required to retain your open positions ('Margin Call Level'). This is a warning message that there is not enough equity in your account to support your open positions. You will not be able to take any new positions at this point and you will have the option of depositing enough money to maintain your open positions. Your margin level will go down when you have lost positions and may be close to the margin call level. Your Margin Level will go up when you have winning positions and the Margin Call Level may become more remote.
- 52.3 All customers are fully and personally responsible for monitoring the activity of their accounts, including whether and when their open positions reach the level of the margin call, without limitation.
- 52.4 The "Stop-out Level" is the level of your equity where our Online Trading Facility will start closing trading positions automatically (starting from the least profitable position and until the requirement of the Margin Level is met) in order to prevent further losses to the negative territory from accounting. The stop-out level is equal to 20% of the margin level needed to retain your open positions for all trading accounts. Please note that in the event that the equity of your account has entered a negative territory, hedged positions are also subject to margin requirements; hence the automatic Stop-out facility is initiated.
- 52.5 In the event that a 'Stop Order' or 'Limit Order' (or 'Entry Stop' or 'Limit') is entered at the same price that would cause a Stop-out, when that price is affected (or price gaps) the Stop-out will be executed and all pending Orders attached to that trade will be cancelled.
- 52.6 **A MARGIN CALL OR, AS THE CASE MAY BE, STOP-OUT, WILL TAKE PRECEDENCE OVER OTHER ORDER TYPES WHEN TRIGGERED.**

53. Security

- 53.1 **Security interest:** All Assets having a place with you which we may whenever be holding for you (either exclusively, together with another, or as an underwriter of the record of some other individual) or which may whenever be in our ownership or control or carried on our books for any reason, including protection, are to be held by us as Security for the presentation of your commitments to us and held subject to an overall lien and right of set-off for any of your liabilities to us and independent of the quantity of Accounts you may have with us. Without impediment, such Security will involve the credit adjusts on your Account(s), any protections enlisted as having a place with you on our books, and the estimation of your open situations with us. We may, in our total attentiveness and without notice to you, apply as well as move any or all Assets having a place with you between any of your records with us and join or set off among records and convert any money into another. Without partiality to some other rights to which we might be entitled, we may whenever and without notice to you set off any sums (regardless of whether genuine or unexpected, present or future) whenever owing among you and us paying you the distinction. You may not pull back or substitute any Assets or property subject to our security enthusiasm without our earlier express and composed assent.
- 53.2 **Secured Obligations:** In addition, as a continuing security for the performance of all your obligations to us (whether actual or contingent, present or future) under or under these Terms and Conditions (the "Secured Obligations"), you grant us a first fixed security interest in all your assets now or in the future, provided by you to us or to our Order, or under our direction or controversy, with full title guarantee. You agree that in or to satisfaction of all or any portion of any Secured Obligations that are due and payable to us at any time without notice to you and without being responsible to you for any loss that may arise through such realization, we will be able to realize and apply such Assets.

- 53.3 **Further assurance:** You agree to carry out such additional documents and to take such further steps as we may reasonably require in order to perfect our security interests, to be registered as the owner of or to acquire legal title to any margin provided to us, to secure the secured obligations further, to enable us to exercise our rights or to satisfy any market requirement.
- 53.4 **Substitution:** Without our prior express and written consent, you may not withdraw or substitute any assets or property subject to our interest in security.
- 53.5 **Set-off on Default:** We shall set-off the balance of cash margin owed by us to you against your obligations (as reasonably valued by us) to us if an event of default occurs (as defined below) or this Agreement terminates. The amounts payable to us under the clause headed 'Netting' of this Agreement shall take into account the net amount, if any, payable between us following such set-off.
- 53.6 **Right to pledge, re-pledge, hypothecation, invest or loan:** You hereby warrant and represent that under these Terms and Conditions, any property or assets you transfer to us as collateral shall be free from any lien, security interest or other burden other than the lien created under these Terms. You also grant us the right to pledge, re-pledge, hypothecation, invest or loan any collateral we hold for you, either separately or with the property of other customers, whether to ourselves as a broker or to others in fulfillment of the obligations of our customers to us or to such a third party.
- 53.7 **Negative pledge:** You undertake not to generate or have any unpaid security interest whatsoever, nor to agree to allocate or transfer any cash or non-cash margin transferred to us, with the exception of any lien routinely imposed on all securities in a clearing system where such securities may be held.
- 53.8 **Power to charge:** You agree that if any of the margins you provide to us under these Terms and Conditions constitute "financial collateral" and this Agreement and your obligations hereunder constitute a "security financial collateral arrangement," we may grant a security interest over the margin provided by you to cover any of our obligations free of any adverse interest of yours or any other person.
- 53.9 **Power of appropriation:** You further agree that, to the extent that any of the margins you provide to us under these Terms and Conditions constitute "financial collateral" and that this Agreement and your obligations under this Agreement constitute a "security financial collateral arrangement," we shall be entitled to appropriate all or any portion of such "financial collateral" in or in the discharge of any secured obligations. For these purposes, you agree that at the time the right of appropriation is exercised, the value of such 'financial collateral' thus appropriated shall be the amount of the margin, together with any accrued but not posted interest. It is further agreed and understood that the method of valuation provided for in this Agreement constitutes, for the purposes of this Agreement, a commercially reasonable method of valuation.
- 53.10 **Power of sale:** If an event of default occurs (as defined below), we may exercise the power to sell all or any part of the margin provided to us by you in accordance with these Terms and Conditions and shall be entitled to use the proceeds of sale or other disposal to pay the costs of such sale or other disposal and to fulfill the Secured Obligations or to fulfill them. Such a sale shall take place by means determined by us in our reasonable discretion and at the price determined by us in our reasonable discretion to be the best obtainable.
- 53.11 **General lien:** Likewise, and without bias to any rights to which we might be entitled under this Agreement or any Applicable Laws, Rules and additionally Regulations we will have an overall lien on all Assets and property hung for your benefit by us, our Associates or our chosen people, until the fulfillment of all Secured Obligations. Without constraint, such broad lien will involve the credit adjusts on your Accounts, the protections enrolled as having a place with you on our books, and the estimation of your open situations with us. We may, in our total attentiveness and without notice to you, apply and additionally move any or all such Assets which you have stored whenever with us or which may whenever be in our ownership or control or carried on our books for any reason, including safe keeping, between any of your Accounts with us and consolidate or set off among records and convert any cash into another. Without partiality to some other rights to which we might be entitled, we may whenever and without notice



to you set-off any sums (regardless of whether genuine or unexpected, present or future) whenever owing among you and us paying you the distinction.

Chapter F: Commissions, Fees and Charges

54. Commissions, Fees and Charges

54.1 You shall pay us such fees and charges (including, but not limited to, spreads, fees, interest and other charges) (hereinafter referred to as 'Commissions and Charges') at the rates notified by us from time to time or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge that you have read, understood and accepted the information posted on our Online Trading Facility under the Spreads and Conditions Schedule, which explains all such Commissions and Charges (including, without limitation, spreads, fees, interest and other charges).

54.2 We maintain whatever authority is needed to change, adjust, alter, erase or add to any of these Commissions and Charges whenever and at our sole watchfulness. At the point when these Commissions and Charges are adjusted (hereinafter alluded to as "Changes") we will post such Changes on our Online Trading Facility as well as in any case advise you of such Changes, each such warning of which will be considered as adequate notification and it is your obligation to counsel and additionally to check consistently the data posted under the Spreads and Conditions Schedule on our Online Trading Facility with respect to any such Changes. Along these lines, you should survey the Spreads and Conditions Schedule on our Online Trading Facility occasionally to guarantee that you will know about any such Changes. But on the off chance that, and afterward to the degree gave in any case in this Agreement, all Changes will be viable five (5) schedule days after their underlying posting on our Online Trading Facility, or as of the first occasion when that you access or potentially utilize our Online Trading Facility after such revisions are made, whichever is sooner. Your proceeded with utilization of our Online Trading Facility after the distribution of any Changes will be considered as your consent to such Changes and will be administered by those Terms and Conditions, as adjusted. On the off chance that you don't wish to be limited by those Changes, you should stop to utilize our Online Trading Facility, and advise us recorded as a hard copy, right away.

54.3 If such Changes are for your potential benefit, or the justification for such Changes are because of outer conditions past our sensible control, we are qualified for adjust such Commissions and Charges with quick impact, without the need to give earlier notification. Such conditions may incorporate, without constraint: (a) Changes in the relationship with our counter-parties, which influence our cost structures; (b) Changes in commissions and charges from trades, clearing houses, data suppliers or other outsider suppliers that are given by us to you.

55. Other Fees and Charges

55.1 In addition to the Commissions, fees and charges referred to above, you are liable for payment of any other fees and charges that may arise as a result of the provision of our Services to you, including, without limitation, any applicable VAT (if any) and any other duties and/or taxes and any other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with any Transaction and/or Contract and/or in connection with any Transaction and/or Contract.

55.2 Specifically, we will be qualified for request that the accompanying charges and additionally expenses are paid independently by you: (an) all remarkable payment coming about because of our customer relationship for example phone, fax, messenger, and postal costs if you demand printed version Settlement/Trade Confirmations, Account Statements and so on which we could have conveyed in electronic structure; (b) any costs we may bring about, brought about by non-execution by you, including a charge controlled by us comparable to sending of updates, lawful help and so forth.; (c) any costs we may cause regarding answers to requests by open specialists, including, without constraint, an expense dictated by us corresponding to sending of records and walled in areas and for the arrangement of duplicates; (d) organization expenses regarding Security stores, and any costs we may acquire according to a vow, whenever gave, including any protection premium installments; (e) exchange charges, if no critical exchanging movement is created in your Account; and (f) any costs we may acquire regarding reviewer's remarks/reports if such is mentioned by you; (g) trades/rollover expenses (h) a charge for a maltreatment/disallowed exchanging action acted in your exchanging account either exclusively or

regarding different customers of our organization. Concerning last mentioned, where our business relationship has been ended yet you, in any case, figured out how to effectively open a record and exchange with our organization because of any specialized and additionally human blunder, we maintain each authority to quickly close your record upon ID, invalidate any benefit/misfortune produced and discount the first measure of store, barring any store and withdrawal charges, back to a similar wellspring of store. Any such expenses or potentially costs will be charged either as a fixed sum relating to installments affected, or as a rate or hourly rate comparing to the administration performed. The strategies for figuring can be joined. We claim all authority to present new charges.

55.3 In addition, in respect of any Transactions and/or Contracts entered into by us and/or in respect of any Transactions and/or Contracts performed on your behalf, we (and/or our Associates, Business Introducers or other third parties) may share and/or benefit from commission, mark-up, mark-down or any other remuneration. The relevant Settlement / Trade Confirmations will not specify details of any such remuneration or sharing arrangement. We may, on reasonable request, disclose to you the amount of any such commission, mark-up, mark-down or any other remuneration paid by us to any Associate, Business Introducer or any other third party to the extent possible and at our sole discretion.

55.4 You agree to pay us a transfer fee, as determined by us at our sole discretion, in the event that you instruct us to transfer open positions, funds, and/or other assets relating to your account to another institution.

55.5 If your registration and/or trading information / data, including, but not limited to, your IP address, corresponds to the registration and/or trading information of another customer or our company's customers, we reserve the right to:

- a. With immediate effect, terminate our business relationship; and
- b. Upon termination of the business relationship, any outstanding fees (e.g. administrative fees, any applicable fees for the closure of the trading account(s), withdrawal and deposit fees, etc.) shall apply, with a minimum applicable amount of USD 10.

55.6 If your account(s) remains inactive for twelve (12) months, we reserve the right to charge you a one-off account maintenance fee of USD 15 (or currency equivalent) followed by a monthly fee of USD 5 for each month in which the account remains inactive pursuant to paragraph 71.3. We reserve the right to alter, as we consider necessary, the 12-month inactivity period.

56. Payment Terms

56.1 All commissions and fees and other fees and charges shall be deemed to be due and payable immediately unless otherwise specified in the terms agreed by mutual consent of the Parties. Unless otherwise specified in these Terms and Conditions, all amounts due to us under these Terms and Conditions may be deducted from the proceeds of any transaction or debited from the proceeds of any transaction.

56.2 Unless otherwise specified in these Terms and Conditions, at our sole discretion, all amounts due to us (or to any Agents used by us) shall: (a) be deducted from any funds held for you by us; or (b) be paid by you in accordance with the provisions of the Difference Account, Settlement / Trade Confirmation or other advice in question.

57. Currency Conversion

57.1 If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether in accordance with a judgment of any court or otherwise, you will indemnify and hold us harmless from and against any costs (including conversion costs) and losses suffered by us as a result of receiving such amount in a currency other than the currency in which we have received such amount.

57.2 We shall be entitled, but shall not be obliged under any circumstances, to convert:

- a. Any gains, losses, option premiums, commissions, interest and brokerage fees realized in your base currency other than your base currency (i.e. the currency in which your account is denominated with us);
- b. For the purpose of buying an asset denominated in a currency other than your Base Currency, any cash currency deposit to another cash currency deposit;
- c. Any funds held by us for you in any other currency that we deem necessary or desirable in that currency to cover your obligations and liabilities.

57.3 We will do so at such a reasonable exchange rate whenever we conduct such currency conversions as we choose. We are entitled to add a mark-up to the rate of exchange. In the Spreads and Conditions Schedule of our Online Trading Facility, the prevailing mark-up will be defined.

58. Pricing of OTC Transactions

58.1 We will be entitled to provide the price quotes at which we are prepared to trade with you in respect of any OTC transactions to be carried out. It is your sole responsibility to decide whether or not you wish to enter into such a Transaction and/or Contract at such prices, except where we exercise any rights we may have under these Terms and Conditions to conclude a Transaction and/or Contract.

59. Prohibited Trading Techniques

59.1 **Circumvention & Reverse Engineering:** You will not unlawfully access or endeavor to obtain entrance, figure out or in any case evade any safety efforts that we have applied to our Online Trading Facility as well as PC system(s). In the event that, at our sole carefulness, we were to verify that you are in penetrate of this condition, we claim all authority to make all move as we see fit, including, without constraint, totally obstructing admittance to our Online Trading Facility, hindering as well as denying your Access Codes and additionally ending your Account. Under these conditions, we maintain whatever authority is needed to hold onto any benefits or potentially incomes created legitimately or by implication by practicing any such disallow exchanging action and we will be qualified for educate any intrigued outsiders regarding your break of this provision; we have, and will keep on building up any apparatuses important to distinguish false as well as unlawful access and utilization of our Online Trading Facility; any contest emerging from such fake and additionally or unlawful exchanging movement will be settled by us in our sole and total caution, in the way we consider to be the most attractive to all concerned; that choice will be conclusive and additionally official on all members; no correspondence will be gone into.

59.2 **Artificial Intelligence Software:** It is totally restricted to utilize any product, which we decide, at our sole attentiveness, to have as its motivation to apply any sort of man-made brainpower examination to our Online Trading Facility as well as PC system(s) with an extreme reason for increasing uncalled for advantage and abusing our exchanging office; if we decide, at our own watchfulness, that any such man-made consciousness programming has been utilized, or is being utilized, we maintain all authority to accept all activities as we see fit, including, without constraint, totally impeding admittance to our Online Trading Facility, obstructing and additionally denying your Access Codes or potentially ending your Account. Under these conditions, we claim all authority to hold onto any benefits and additionally incomes produced legitimately or in a roundabout way by practicing any such restricted exchanging movement or potentially accuse you of additional charges. Likewise, we will be qualified for advise any Interested outsiders regarding your break of this provision; we have, and will keep on building up any apparatuses important to recognize deceitful and additionally unlawful access and utilization of our Online Trading Facility; any debate emerging from such false or potentially or unlawful exchanging action will be settled by us in our sole and total prudence, in the way we esteem to be the most attractive to all concerned; that choice will be conclusive as well as official on all members; no correspondence will be gone into. Additionally, it is totally restricted to utilize any product in such a manner which can cause genuine negative effect on the presentation of our workers and may keep us from accomplishing the most ideal outcome for our customers as respects the execution of their requests. If we distinguish any such movement, we maintain all authority to accept all activities as we see fit, including, without impediment,

totally obstructing admittance to our Online Trading Facility, hindering and additionally disavowing your Access Codes or potentially promptly ending your Account. Besides, you recognize that once your Account has been ended we may exchange any exceptional agreements/positions you have with us. Considering the abovementioned, kindly note that you will be carefully denied from opening any new exchanging Account(s) and exchange with our Company. In any case, in situations where you may effectively open an Account and exchange with our Company because of any specialized and additionally human mistake, we claim each authority to promptly close your Account upon recognizable proof, invalidate any benefit/misfortune created and discount the first measure of store, barring any store and withdrawal charges.

- 59.3 **Unlawful trading techniques:** Web, network postponements, and value feed blunders once in a while make a circumstance where the price(s) showed on our Online Trading Facility do(es) not precisely mirror the market rates. The idea of utilizing exchanging procedures pointed toward misusing blunders in costs and additionally finishing up exchanges at off-market costs as well as by exploiting web delays (ordinarily known as "exchange", "killing" or "scalping" hereinafter, by and large, alluded to as "Exchange"), can't exist in an OTC market where the customer is purchasing or selling straightforwardly from the head; as needs be, we save the right, at our sole carefulness, NOT to allow the injurious abuse of Arbitrage on our Online Trading Facility or potentially regarding our Services; any Transactions or Contracts that depend on value dormancy exchange openings might be denied, at our sole tact and without earlier notification being required; moreover, in those examples, we save the right, at our sole watchfulness and without earlier notification being required: (a) to make the essential redresses or alterations on the Account(s) included (counting, without constraint, changing the value spreads accessible to the customer); (b) to confine the Account(s) included admittance to streaming, in a split second trade-able statements (counting, without impediment, giving manual citations just and presenting any Orders to our earlier endorsement); (c) to recover from the Account(s) included any memorable exchanging benefits that we can report as having been increased through such maltreatment of liquidity whenever during the customer relationship; (d) to end the customer relationship and additionally close all Accounts included (counting, without restriction all different Accounts held by a similar Account holder with us) quickly by giving composed notification; as well as (e) to advise any intrigued outsiders.
- 59.4 Any indication or suspicion, at the sole discretion of Hextra Prime, of any form of **arbitrage** (including, but not limited to, risk-free profiting), abuse (including, but not limited to, the trading activity patterns of the participant which indicate that the participant is solely intended to benefit financially without being genuinely interested in trading on the markets and/or taking market risk), internal core hedging In these circumstances, we reserve the right to close / suspend all of the trading accounts of the client (either temporarily or permanently) and/or cancel all transactions. In view of the above, please note that the opening of any new trading account(s) and trading with our company will be strictly prohibited. Nevertheless, in cases where, due to any technical and/or human error, you can successfully open an account and trade with our company, we reserve every right to close your account immediately upon identification, nullify any profit / loss generated and refund the original deposit amount, excluding any deposit and withdrawal fees.
- 59.5 We have and will continue to develop all necessary tools to identify fraudulent and/or unlawful access and use of our online trading facility; any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner that we consider to be the fairest for all concerned; that decision will be final and/or binding on all participants.
- 59.6 **Changes in Market conditions:** Please note that we are under no obligation to notify you of appropriate action with regard to changes to market conditions (including, without limitation, market disruptions) or otherwise. You acknowledge that the leveraged securities over-the-counter market is highly speculative and volatile and that you are solely responsible for making and maintaining contact with us following the execution of any transaction and for monitoring open positions and ensuring that any further instructions are given on a timely basis. We can give no assurance that it will be possible for us to contact you in the event of any failure to do so, and we accept no liability for losses alleged to be suffered as a result of any failure by you to do so.
- 59.7 **Indemnification:** Without bias to some other arrangements of this Agreement, you consent to repay us and hold us, any of our Associates, innocuous from and against all liabilities, misfortunes, harms,

expenses and costs, including, without restriction, legitimate charges and costs caused regarding as well as straightforwardly or by implication related with, any false and additionally unlawful access and use by you of our Online Trading Facility or potentially the anticipation as well as remediation thereof, gave that any such liabilities, misfortunes, harms, expenses and costs would not have not emerged, yet for our gross carelessness, extortion or resolute default.

Chapter G: Your Account(s) With Us

60. Account(s)

60.1 With the end goal of our Services and the exchanges depicted in this, subject to the Terms and Conditions put forward thus, we will encourage the opening and activity of at least one records for you on our Online Trading Facility, to be designated in a money dictated by you, in which all Transactions or potentially Contracts went into by you through our Online Trading Facility will be recorded (your "Record").

61. Base Currency

61.1 For each of your Accounts on our Online Trading Facility, you shall designate the base currency, which shall be US Dollars, or any other currency referred to on our Website(s), which shall be determined and/or indicated in advance as the base currency of your Account "under the terms agreed upon by mutual consent of the Parties" ("Base Currency").

61.2 On your request, all payments from you to your account(s) on our Online Trading Facility will be made in your account's base currency. The provisions of Clause 57 (Currency Conversions) above shall apply mutatis mutandis if we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account.

61.3 At the point when a withdrawal or discount is performed from your Account, we save the right (yet will by no means be obliged) to transmit the assets in a similar cash wherein such assets were at first gotten by us; if such withdrawal or discount is made in a money other than the Base Currency of your Account, the arrangements of provision 57 (Currency Conversions) herein above will be material mutatis mutandis.

61.4 We will not accept any instructions to pay a third party from your account(s) unless otherwise specified and/or stated in advance "under the terms agreed by mutual consent of the parties" in writing.

62. Access Codes (Username and Passwords)

62.1 So as to permit you to access and utilize our Online Trading Facility, we will give you to each Account with a one of a kind username and secret word that will permit you; (a) to access and utilize our Online Trading Facility; (b) to access and utilize your Account to assess ongoing assessments of your open exchanging positions and counseling or potentially exploring verifiable conditional and record information; and (c) to access and utilize your Account to go into Transactions and additionally Contracts and spot exchanges identified with Transactions as well as Contracts through our Online Trading Facility. The logins and passwords will keep on being in power except if ended by either Party. We may give substitution logins and passwords, whenever as we might suspect fit, to ensure the security of your Account and additionally forestall unapproved access or potentially utilization of your Account. You may get to your Account on our Online Trading Facility just through at least one of these logins and passwords or different access techniques gave by us, or as in any case decided and expressed "in the terms settled upon by shared assent of the Parties" ("Access Codes").

62.2 According to any of your Access Codes, you recognize and attempt that: (a) you will be liable for the secrecy and utilization of your Access Codes; (b) other than with our earlier composed assent, you won't unveil any of your Access Codes to different Persons for any reason at all; (c) we may depend on all directions, Orders and different interchanges entered utilizing any of your Access Codes, and you will be limited by any exchange went into or cost brought about for your sake in dependence on such guidelines, Orders and different correspondences; and (d) you will quickly advise us at our client service work area in

the event that you become mindful of the misfortune, robbery or exposure to any outsider or of any unapproved utilization of your Access Code(s).

62.3 Specifically, it will be your sole duty to screen and limit admittance to your Account(s) and you will be exclusively answerable for guaranteeing that your Access Codes are known to, and utilized by, just those clients or potentially clients, which you explicitly approve and perceive. Despite anything to the opposite in this Agreement, you will be answerable for the activities of any people, approved or unapproved, who access or potentially utilize your Account on our Online Trading Facility through your Access Codes, and you will undoubtedly clear and settle all Transactions as well as Contracts executed and affected by means of our Online Trading Facility through your Access Codes.

62.4 If your Access Codes have been lost, taken or bargained, you will immediately advise us thereof recorded as a hard copy. Endless supply of such notification, we will promptly end your Access Codes, given, nonetheless, that you will consistently stay answerable for any activities taken using your Access Codes before they are ended by us. Without partiality to any of the previous, we will consistently be entitled, at our sole attentiveness, to end, repudiate, suspend, alter or potentially change any or the entirety of your Access Codes whenever with or without earlier notification, given, nonetheless, that we will attempt (however will in no conditions be obliged to) furnish you with earlier notification to the degree practicable.

62.5 You will embrace best endeavors to guarantee that you agrees consistently with: (an) every single Applicable Law, Rules as well as Regulations (b) the terms and states of this Agreement; (c) any extra terms and conditions decided and expressed "in the terms settled upon by shared assent of the Parties"; (d) any disclaimers and extra terms and conditions introduced in any aspect of our Online Trading Facility; and (e) some other terms and conditions relating to the exchanges pondered under this Agreement, as occasionally essentially. Moreover, you are under a commitment to furnish us with so much data as we may demand every now and then as a major aspect of our commitments to follow material "Hostile to Money Laundering ("AML") Legislation" and additionally with some other pertinent outsider, administrative substance or administrative office.

62.6 You will hold us innocuous from, and repay us for, any continued harms, which we may experience the ill effects of your inability to find a way to ensure the security of your Access Codes, and your inability to keep any individual from any unapproved access or potentially utilization of your Account(s) on our Online Trading Facility; you will hold us innocuous in any legitimate, authoritative or arbitral procedures and costs related thereto, and you will reimburse us for all harms, expenses and costs emerging because of resistance with this proviso.

63. Affiliates / Introdurers of Business

63.1 If you have been introduced to Hextra Prime by an Affiliate / Business Introdurer, you acknowledge and agree that:

- a. You authorized the Affiliate/Introdurer of Business to introduce you to **Hextra Prime**; and
- b. A commission for introducing you to Hextra Prime may be paid to the Affiliate / Introdurer of Business, the amount of which can be found in the relevant section of our website (www.hextraprime.com).

64. Payments

64.1 You may, at any time, deposit funds into your account. Deposits will only be accepted under the same name as yours by a payment method (e.g. bank wire transfer, e-wallets, etc.). Third party or anonymous payments will not be accepted under any circumstances.

64.2 "We do not accept payments by cash and/or cheque unless expressly determined and stated otherwise" under the terms agreed by mutual consent of the parties. In those cases, where we may, in principle, agree to accept payment by cash and/or cheque, we shall nonetheless have the right to refuse payment by cheque if, on the first presentation of the cheque, any payment provided has not been cleared.

- 64.3 On the off chance that you give a guidance to pull back assets from your Account, we will lessen the mentioned reserves quickly from your Account balance and will utilize our earnest attempts to handle the predefined withdrawal demand inside one (1) Business Day following the day on which the withdrawal demand has been acknowledged, given that the accompanying prerequisites are met: (a) the withdrawal demand incorporates all vital data; (b) the guidance is to make an installment through an installment strategy in your name (for example bank wire move, e-wallets, and so forth.); (c) you have given full recognizable proof documentation to help your withdrawal solicitation; and (d) in situations where there are open situations in the Account, the Margin Level in your Account doesn't fall beneath the base required level indicated in our Online Trading Facility. Edge Level necessities might be higher in cases as referred to in sub-provision 51.5 (Margin Requirements preceding and during Market Disruptions) to dodge any conceivable withdrawal solicitation to cause the Margin Level in your Account to fall underneath the base required level, as determined in our Online Trading Facility.
- 64.4 We reserve the right to levy a transfer fee if we accept any payments to be made by debit card , credit card or any other payment method for which processing fees may be charged.
- 64.5 If you make a payment / deposit, we shall use our best efforts to credit your account with the amount of such payment within one (1) business day after the day on which the deposit was accepted, without prejudice to any other provisions of this Agreement, if we are satisfied that you are the sender of the funds. At any time, if we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject those funds and/or return any transfer fees or other charges to the sender net. As required by the applicable "Anti-Money Laundering" (AML) "legislation" and/or any other similar rules and regulations applicable to us, you may be required to submit additional documentation. Upon confirming that the deposit received was not sent by you (i.e. third party deposit), we reserve the right to charge a "USD 50-handling fee" to your account to cover our expenses to prove that you were involved in a third party deposit, and you hereby authorise us to charge this amount.
- 64.6 We will be entitled, however will in no conditions be obliged, without earlier notification to you, to change over: (an) any acknowledged additions, misfortunes, alternative expenses, commissions, intrigue charges and business charges which emerge in a money other than the Base Currency of your Account (for example the money where your Account with us is designated) to the Base Currency of your Account; (b) any money store to another money cash store to buy a Financial Instrument or resource named in a cash other than the Base Currency of your Account; (c) any assets saved with us or held by us for your benefit into such other money as we think about fundamental or attractive, at our sole circumspection, to cover your commitments and liabilities in that money; at whatever point we direct such cash transformations, we will do as such at such sensible pace of trade as we select, at our sole caution; under these conditions, we will be qualified for add an increase to the trade rates. Any such predominant increase will be posted on our Online Trading Facility in the Commission, Charges and Margin Schedule.
- 64.7 You shall be responsible for any foreign currency exchange risk arising out of any deposits in and/or withdrawals from your Account or arising out of our compliance with our obligations or the exercise by us of our rights under these Terms and Conditions.
- 64.8 We will not be obliged: (a) to pay enthusiasm to you on any credit balance(s) in any Account(s) or on some other subsidizes you store with us or which we are hanging for your sake ; or (b) to record to you for any intrigue got by us, or in regard of which we are the recipient, regarding any supports you store with us or which we are hanging for your benefit, or regarding any Contract as well as Transactions; you agree to forgo all rights to such intrigue and you recognize and concur that we will be the recipient of all such intrigue.

65. Several/Multiple Trading Accounts

- 65.1 In the event that you have more than one Account with us, we reserve the right , at our sole discretion, to treat all such Accounts as if they were within one Account and to restrict the number of Accounts maintained by a single household.

66. Deposits, Refunds and Withdrawals

A. Deposits

- 66.1 In our scheme(s), we reserve the right to impose deposit limits and deposit fees at any time.
- 66.2 You agree that any funds transmitted by you or, where permitted, on your behalf to our bank accounts will be deposited with us in your account at the value date of receipt by us and net of any charges / fees charged by bank account providers, our payment service providers and/or any other intermediaries involved in the process of such transaction.

Before tolerating any such assets into our financial balances or potentially making any such supports accessible in your Account with us, we should be completely fulfilled that you, as our customer, are the sender of such assets, or that such assets have been communicated to us by an approved delegate of you, as our customer; in those occurrences where we are not fulfilled that you, as our customer, are the sender of such assets, or that such assets have been sent to us by an approved agent of you, as our Client, we maintain all authority to discount/send back the net sum got to the equivalent remit from, and by a similar installment technique through which such assets were gotten.

B. Refunds and Withdrawals

- 66.3 We reserve the right, at any time, to impose withdrawal limits and withdrawal charges on our systems.
- 66.4 You may be required to submit documentation as required by the applicable "Anti-Money Laundering" (AML) "legislation" and/or any other similar rules and regulations applicable to us upon the submission of a withdrawal request.
- 66.5 When a withdrawal or reimbursement is made, we reserve the right (but under no circumstances shall we be obliged) to remit funds from the same remittance to the same payment method through which we originally received such funds. In that regard, we reserve the right to (a) refuse withdrawals through certain specific payment methods at our sole discretion; (b) require another payment method as indicated in any withdrawal request, in which case a new withdrawal request may have to be submitted; and/or (c) require the submission of additional documentation as required by the applicable 'Anti-Money Laundering ('AML')'
- 66.6 We reserve the right (but under no circumstances shall we be obliged) to transmit the funds in any currency we consider fit (regardless of the currency we consider fit) in our sole discretion, if we are unable to remit the funds or any partial amount thereof to the same remitter from and through the same payment method through which such funds were originally received by us. In such circumstances, we shall not be liable, mutatis mutandis, for any transfer fees or charges charged by the recipient and/or for any currency exchange rates arising from the payment of that amount and the provisions of clause 57 (Currency Conversions) above shall apply.
- 66.7 Requests for withdrawals that are accepted and approved by us in accordance with the terms of this Agreement shall, in principle, be processed within one (1) business day of receipt of the instructions for the transfer request. The amount to be transferred decreases the balance of the relevant account from which such a transfer is to be made at the completion of the process for requesting the transfer. We reserve the right (a) to refuse a request for withdrawal if the request does not comply with the provisions of this clause, or (b) to delay processing the request if the ancillary documentation submitted with the request for withdrawal does not satisfy us.
- 66.8 When we request this, you agree to pay any bank transfer fees incurred when you withdraw funds from your account or when we refund funds to your designated bank account. If the payment details you have given us are incorrect or incomplete, you are solely responsible for the payment information you provide us with and we do not accept any liability for your funds. It is also understood that we accept no liability for any funds not deposited directly into our bank accounts.

C. How to Withdraw Funds

- 66.9 **Priority withdrawal procedure:** Withdrawal of funds is only available to customers who have uploaded their supporting documents and validated their trading account. Customers may log into the secure Hextra Prime Members Area to upload their supporting documents (proof of identity and proof of address) and will be able to withdraw funds from their trading account once the customer's trading account has been validated.
- 66.10 Hextra Prime will only process withdrawals / refunds back to the source of the original deposit in order to protect all parties against fraud according to the following Withdrawal Priority Procedure:
- (a) Credit/Debit card withdrawals. Requests for withdrawals submitted, irrespective of the method of withdrawal chosen, will be processed via this channel for at least the total amount deposited via this method.
 - (b) Withdrawals to Bitcoin or Cryptos. Once all credit / debit card deposits have been completely refunded, Bitcoin and Cryptos refunds / withdrawals will be processed up to the amount deposited via this method.
 - (c) Withdrawals for e-wallet or electronic payment method. Once all credit / debit card deposits have been entirely refunded, e-wallet refunds / withdrawals will be processed.
 - (d) Other Methods. Once deposits made with the above two methods have been fully exhausted, all other methods such as bank wire withdrawals will be used.

All withdrawal requests will be completed within 24 working hours; all withdrawal requests submitted will, however, be immediately reflected as pending withdrawals in the trading account of the customers. If a client selects an incorrect withdrawal method, the request from the client will be processed in accordance with the withdrawal priority procedure described above. All withdrawal requests from customers are processed in the currency in which the deposit was originally made. The transfer amount will be converted by Hextra Prime into the transfer currency at the prevailing exchange rate if the deposit currency differs from the transfer currency.

67. Deposits by Credit / Debit Card

- 67.1 You can quickly and easily deposit funds into your account with us via credit / debit card. The entire transaction is processed electronically - online.
- 67.2 You may be required to submit documentation as required by applicable "Anti-Money Laundering" (AML) "legislation" and/or any other similar rules and regulations applicable to us upon the submission of a deposit request via your credit / debit card.
- 67.3 The Company takes the protection of its customers very seriously and has different systems, controls and instruments in place to protect them from credit / debit card fraud and to comply with all applicable anti-money laundering regulations. The systems, limits and controls applied by the Company to prevent and/or identify credit / debit card fraudulent activity may, but are not limited to, include the following:
- a. Limits on the number of permitted transactions within a given time-frame; and/or
 - b. Limits on the amounts permitted within a certain time-frame to be deposited; and/or
 - c. Limits on the amounts allowed per transaction to be deposited; and/or
 - d. Limits on the amounts allowed by registered email address to be deposited; and/or
 - e. Limits on the amounts that are allowed to be deposited on the basis of the country from which the money comes; and/or
 - f. The number of credit cards allowed per customer is limited; and/or
 - g. Per email address, limits on deposit attempts allowed; and/or
 - h. Restrictions on the number of email addresses to which a single credit card can be linked; and/or
 - i. 3D secure authentication for transaction processing; and/or
 - j. Checks for details to match.

In the event that the systems and tools of the Company, as well as the systems and tools of the payment service providers of the Company, identify a breach of the above limits and restrictions and/or that customers fail to pass security and authentication checks, appropriate measures shall be taken to avoid possible fraudulent activity of the credit / debit card and to ensure the protection of the Company. Those measures may, but are not limited to, include the following:

- a. Investigations, further checks and/or request for additional documentation in order to verify the details of the credit card and ensure that the credit card(s) used is the legitimate owner / user;
- b. Delay in the processing of transactions due to the conduct of investigations;
- c. Refusal of the credit card deposit(s) in question and reimbursement of the net amount deposited in the same credit card account and through the same method of payment used to make the deposit(s);
- d. Cancellation, as soon as detected, of fraudulent transactions;
- e. Block access to our online trading facility, block your access codes and/or revoke them and/or terminate your account(s);
- f. Seize any profits and/or revenues generated directly or indirectly through the exercise of any such prohibited trading activity and cancel any credit card-related account(s) and active orders identified as fraudulent;
- g. Deny processing operations exceeding and/or failing to pass security and authentication checks beyond the limits / restrictions.

67.4 Please note that providing false or inaccurate information during your credit / debit card registration is a serious criminal offense. Therefore, before accepting any deposits by credit / debit card and/or making any such deposits by credit / debit card, we must be fully satisfied that:

- (a) The credit / debit card used is the legitimate owner / user; and
- (b) As the legitimate owner / user of the credit / debit card, it is you who makes and/or authorizes credit / debit card deposits.

In those cases, where we are not satisfied with the above, we reserve the right to refuse the deposit(s) of the credit / debit card(s) in question and to refund / send back the net amount deposited into the same credit / debit card account and through the same method of payment through which such deposit(s) was / were made.

After being detected, fraudulent transactions are immediately canceled. In such circumstances, we reserve the right to take all measures as we see fit, including, without limitation, completely blocking access to our online trading facility, blocking and/or revoking your access codes and/or terminating your account, at our sole discretion. In addition, we reserve the right to seize any profits and/or revenues generated directly or indirectly from the performance of any prohibited trading activity, and we are entitled to inform any third party concerned of your infringement of this clause. Any active orders linked to the same fraudulent credit / debit card and/or account will be immediately canceled as well. We have all the necessary tools to identify credit / debit card fraud, and will continue to develop them. Any dispute arising from such fraudulent activity will be settled by us in our sole and absolute discretion, in the manner that we consider to be the most fair to all concerned and that decision will be final and/or binding on all participants; no correspondence will be entered into.

67.5 We reserve the right to impose such deposit limits and restrictions, as we deem fit, at our sole discretion. On the Credit / Debit Card Deposit screen displayed on our Online Trading Facility, current deposit limits and restrictions are shown. Please contact our Customer Support team at support@hextraprime.com if you would like to increase your credit / debit card deposit limit.

68. Charge-backs

68.1 If you place a fee back with us (on purpose or by mistake) for any deposit you made with us in your account, we reserve the right to charge your account with a "USD 150 research fee" upon receiving the fee back to cover our investigative expenses.

68.2 We do not tolerate credit / debit card fraud, and all fraud, without exception, will be prosecuted in your local jurisdiction to the fullest extent of the law through criminal proceedings. In addition, we will file a report with your local police department, and pursue all fraudulent activities to the fullest extent of the law through your local jurisdiction for prosecution. In addition, in such cases, we reserve the right to take all measures as we see fit, including, without limitation, completely blocking access to our online trading facility, blocking and/or revoking your access codes and/or terminating your account, at our sole discretion. In these circumstances, we reserve the right to seize any profits and/or income generated directly or indirectly through the exercise of any such prohibited trading activity and we shall be entitled to inform any interested third party of your infringement of this clause; any active orders associated with the same fraudulent credit card and/or account shall also be canceled immediately; we shall have, and shall have,

69. Netting Agreement

- 69.1 All transactions between you and us shall be concluded depending on the fact that this Agreement and all transactions constitute a single agreement between the parties and that we would not otherwise enter into any transactions with you.
- 69.2 All payment obligations will be consolidated into a single obligation for us to pay you a net sum, or for you to pay us a net sum, if we exercise our rights under this clause. If the aggregate amount payable by one of the Contracting Parties exceeds the aggregate amount payable by the other Contracting Party, the Contracting Party paying the larger aggregate amount payable shall pay the excess payable to the other Contracting Party and the payment obligations of each of the Contracting Parties shall be fulfilled and discharged.
- 69.3 This Netting Agreement is binding on all Contracting Parties to this Agreement and on the assets and/or creditors of all Client Relationship Contracting Parties under this Agreement.
- 69.4 Where the Company recognizes or decides, at its sensible caution, that you occupied with any type of exchange or misuse, either exclusively or regarding different customers of our Company (counting however not restricted to chance free benefiting), to exclusively profit monetarily without being really keen on exchanging the business sectors and additionally taking business sector hazard), it might, at its sole prudence, practice its privileges under this Agreement, without your approval or earlier notification, and close your Open positions as well as close your record, join and merge your Account with any or all different Accounts held in your name with the Company (counting any Account that you hold with any Associate of the Company), and set-off against every one of your Account's parity (remembering benefit or misfortunes for Open Positions).
- 69.5 If the customer relationship is terminated, the claims which the Contracting Parties have against each other are finally discharged (closed) by netting. The value of any open contracts shall be determined in accordance with the principles set out below and the net difference between the payment obligations of the Parties shall be the final amount payable by one of the Parties.

70. Client Money and Assets

- 70.1 Without prejudice to the provisions of the immediately preceding clause of this Agreement, all assets (including, without limitation, cash or only in cases where we may agree otherwise) transferred to us by you to other assets, such as collateral (meaning investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) or to any other asset transferred to us by you, or to any other financial instrument, property or asset acceptable to us in lieu of cash) Your Customer Money can be pooled in a general omnibus account with other customer funds.
- 70.2 Except if you advise us in advance and recorded as a hard copy, we may permit an outsider, for example, a trade, a clearing house or a middle of the road dealer to hold and control all or part of your Client Money, where we move your Client Money: (a) for the reasons for a Transaction as well as Contract you have gone into, or are going into with such outsider; or (b) to meet your commitments to give Collateral or



Margin to a Transaction or potentially Contract (for example an underlying Margin prerequisite for a subsidiary Transaction).

- 70.3 You hereby authorize us, on your behalf, to make any deposits and withdrawals from your Account with us, including, without limitation and without prejudice to the generality of the foregoing, withdrawals for the settlement of any Transactions undertaken and/or Contacts entered into pursuant to these Terms and Conditions, and for the settlement of any and all amounts payable by you or on your behalf.
- 70.4 Unless otherwise specified and stated in the terms agreed by mutual consent of the Contracting Parties, any amount payable by us to you shall be paid directly to you and not to any other person, unless agreed by mutual consent of the Contracting Parties.
- 70.5 Without prejudice to any other provisions of this Agreement, we may set aside any amounts held on your behalf against your obligations to us and/or merge any of your accounts with us at our sole discretion from time to time and without your prior authorization.
- 70.6 You are entitled, without closing your Account, to withdraw funds from your Account that are not used for Margin Coverage.
- 70.7 Trading in leveraged financial instruments puts your invested capital at considerable risk. Hextra Prime follows a 'no negative balance' policy, however, which means that more than your invested capital can not be lost.
- 70.8 If your account is inactive for a period of five (5) years with a positive balance (i.e. funds are available in your account) and no transactions have been made in relation to the account or on the instructions of the account holder during that period and we are unable to contact you after we have made reasonable efforts to do so, we will have the right to stop processing If you submit a valid claim to us later, we may pay you any amount that we owe you.

71. Dormant and Archiving Policy

- 71.1 We will consider your accounts to be dormant in the event that there is no activity (trading / withdrawals / deposits / internal transfer) in all of your accounts for a set period of at least ninety (90) calendar days. The Account shall be deemed to be dormant from the last day of the ninety (90) calendar days on which no activity (trading / removal / deposit / internal transfer) has taken place in the Account.
- 71.2 All remaining bonuses / promotion credits will be removed from dormant accounts automatically. Furthermore, all pending orders will be deleted.
- 71.3 Dormant Accounts will be charged a dormant monthly fee of USD 5 (USD five) or the full amount of the free balance in the account if the free balance is less than USD 5 (USD five). If the free balance in the account is zero, there will not be a fee. The dormant account will automatically be considered as archived after the dormant fees have been implemented.
- 71.4 Free balance accounts below USD 5 (or currency equivalent) will be immediately archived after a period of ninety (90) calendar days.

72. Islamic/Swap-Free Accounts

- 72.1 We offer the option of opening Islamic (Swap-free) accounts with us. Swap-free trading accounts are only available to those customers who, due to their religious beliefs, can not use swaps. Therefore, in all cases where an application is filed with us for an Islamic (Swap-free) account, we reserve the right to require adequate justification for and/or proof of the necessity or need for any such conversion. In addition, we reserve the right, for any reason whatsoever, to refuse to process any such request, without being obliged to provide any explanation or justification.

- 72.2 While a customer may at any time file a request for an Islamic (Swap-free) trading account, the filing of any such request means that all other actual trading accounts of such customers with us will also be converted into Swap-free trading accounts without any further notice being required. Our Middle Office Department only carries out the conversion of a real trading account to a swap-free trading account upon the request and consent of those customers who complete and submit a request for an Islamic (swap-free) account. Once such a duly signed and executed request has been received, we will evaluate the request and any additional documentation submitted to us and inform the customer who requested the conversion by email whether or not the request has been accepted.
- 72.3 Customers are not permitted to use Swap-free accounts to make Swap profits and are not permitted to request the payment of any Swap amounts lost as a result of the conversion of their real trading account(s) into one or more Swap-free accounts for the period during which their real trading account(s) has been converted into one or more Swap-free accounts.
- 72.4 We maintain whatever authority is needed to renounce the free swap status allowed to any genuine exchanging Account whenever without being obliged to give any clarification or avocation. Moreover, if we identify any type of misuse, misrepresentation, control, money back exchange, convey exchanges, or different types of misleading or fake action concerning any without swap Account of any customer, we hold the right, whenever, (a) with quick impact, to renounce the without swap status from all genuine exchanging Accounts of such customer that have been changed over to a sans swap exchanging Account; (b) to address and recuperate any dis-accumulated Swaps and any related dis-gathered premium costs and additionally costs relating to any of such customer's without swap exchanging Accounts during the period for which such Accounts were changed over into without swap exchanging Accounts; as well as (c), with prompt impact, to close all exchanging Accounts of such customer with us, invalidate all exchanges did in such customer's exchanging Accounts with us and drop and all benefits or misfortunes earned in such customer's exchanging Accounts with us.

Chapter H: General Provisions

73. Market Making (Principal) and Agency (Agent)

- 73.1 You are specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, we may act as a **'Market Maker'**, *i.e.*, we may take the risk of holding a certain number of Supported Securities in order to facilitate trading in these Securities by displaying/quoting 'bid' and 'ask' prices ('buy' and 'sell' quotations) for such Supported Securities on our Online Trading Facility and filling Orders received in respect to such Supported Financial Instruments from our own inventory or seeking an Offsetting Order. You are specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, we also may act as an **'Agency'**, *i.e.*, we may pass through orders to external market or participants or parties such as our liquidity providers, banks, and prime brokers. By doing this we will not take the risk of holding a certain number of Supported Securities. We may act as both principal and agency according to our own risk exposure allowed.
- 73.2 In order for us to provide Price Quotes with the swiftness normally associated with speculative trading, we may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, *for instance*, but not limited to, lack of liquidity in, or suspension of an Underlying Security or asset or errors in feeds from information providers or in Price Quotes from our counter-parties. In these circumstances, provided that we have acted in good faith when providing the relevant Price Quote to you, we may cancel the relevant Transaction and/or Contract with you, but shall do so within reasonable time and shall provide you with a full explanation for the reason of such cancellation.
- 73.3 Following execution of any position with you, we may, at our reasonable discretion, subsequently offset each such position with you with another client position or with a position with one of our counter-parties, or we may decide to retain a proprietary position in the Market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in us offsetting client positions at prices different – sometimes significantly different – from the Price Quotes provided to you, resulting in trading profits or losses for us. This in turn can raise the possibility of you incurring, what may be seen as, an implied cost (*i.e.*, the difference between the price at which you traded with us and the price at which we subsequently traded with our counter-parties and/or other clients), due to any profits realized by us as a result of the Market Making function. Please also note, however, that the Market Making function may involve significant costs to us, if the market moves against us in comparison to the price at which we traded with you.
- 73.4 You acknowledge, recognize and accept that the Price Quotes provided to you include a 'spread' when compared with the price for which we may have covered or expected to be able to 'cover' the Transaction or Contract in a trade with another client or a counter-party; furthermore, you acknowledges, recognize and accept that the said 'spread' constitutes remuneration to us and that such 'spread' cannot necessarily be calculated individually for all Transactions and/or Contracts and that such 'spread' will not be specified at the Settlement/Trade Confirmation or otherwise revealed to you.
- 73.5 Any commission costs, interest charges, costs associated to and included in the 'spreads' that are part of the Price Quotes provided by our Liquidity Providers via us, and any other fees and charges will consequently influence your trading result(s) and may have effect on your trading performance compared to a situation in which such commission costs, interest charges, costs associated to and included in the 'spreads', would not apply.
- 73.6 Please note that we are, at no time and under no circumstances obliged to disclose any details of our performance or our income produced as a Market Maker or as Agency, or otherwise related to other commissions, charges and fees.

73.7 You are hereby specifically made aware that CFDs may be OTC products quoted by us and our Liquidity Provider whilst operating as both Market Maker and Agency, and are not traded on a recognized stock exchange.

74. Conflicts of Interest

74.1 You should be aware that when and where we arrange transactions and/or contracts with you, our associates or other persons or companies linked to us, we may have an interest, relationship or arrangement that is important to the transaction and/or contract concerned. If such a conflict of interest arises, we will seek to resolve such a conflict in a manner that we believe is in your best interests in accordance with our Conflict of Interest Policy ('Conflict of Interest Policy') (as amended or extended from time to time).

74.2 Specifically you hereby acknowledge and confirm that: (a) we may assign or transfer the execution of your Orders to Associates and or other third parties as Agency, as we deem fit; (b) we may execute at the same time Orders by different clients that are opposite to one another; (c) we may establish business, including without limitation, trading relationships with other issuers of Financial Instruments and we may have a financial interest in such Securities; (d) we act as a Market Maker and in this context there may be inherent Conflicts of Interest; and (e) we may compensate and/or share our revenues from your activity with Associates, partners and/or other similar parties performing marketing activities on our behalf. You hereby further acknowledge and agree that we also may compensate other clients who you have elected to follow and/or copy.

74.3 Our Online Trading Facility offers complete details of our Conflicts of Interest Policy. Our Conflict of Interest Policy is only a policy, it is NOT part of these Terms and Conditions and is not intended to be contractually binding or to impose or seek to impose on us any obligations that we would not otherwise have, but for the Laws, Rules and/or Regulations that apply.

74.4 By accepting these Terms and Conditions, you expressly acknowledge and agree that, without prior reference to any potential specific Conflict of Interest, we may transact such business.

75. Special Provisions for Managed Accounts, Introduced Accounts or Third Party Vendors

75.1 On the off chance that your Account is being overseen by an exchanging consultant or is acquainted with us, you recognize and concur that we are capable just for going about as counter-party to the you for Transactions or potentially Contracts in your Account and that we have no duties, or commitments in regards to any direct, activity, portrayal or explanation of any such Persons regarding your Account or any Transactions in that. You comprehend that we make no guarantees nor portrayals concerning such exchanging guide or Introducing Broker, that we will not be liable for any misfortune to you occasioned by the activities of such exchanging counselor or Introducer of Business/Affiliate, and that we don't, by suggestion or something else, embrace or affirm of the working techniques for such exchanging consultant or Introducer of Business/Affiliate. You further recognize and concur that: (an) any exchanging counsel or Introducer of Business/Affiliate goes about as a free delegate for you; (b) except if you have been explicitly exhorted in any case recorded as a hard copy by us, no such individual is a partner, worker or operator of us; (c) no such Person is approved to make any portrayals concerning us or the Services to be given by us hereunder, aside from as might be explicitly approved recorded as a hard copy by us; (d) we don't bear any duty at all for whatever arrangements came to by and among you and any such exchanging counselor or Introducer of Business/Affiliate; (e) your concurrence with any such exchanging guide or Introducer of Business/Affiliate may bring about extra expenses, since we might be obliged to pay commission charges or charges to such exchanging consultant or Introducer of Business/Affiliate.

75.2 You agree to waive any claims you may have against us and to indemnify and hold us harmless for any acts or omissions of any such Business Introducer / Affiliate or any of its related persons.

76. Acknowledgments

- 76.1 You acknowledge, recognize and understand that leveraged as well as non-leveraged transactions and/or contracts trading and investments are: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is suitable only for persons who can assume a substantial risk of loss in excess of their margin deposit when trading on margin.
- 76.2 You further recognize, perceive and get that: (a) due to the low degree of Margin regularly required in exceptionally utilized exchanges, value changes in the Underlying Security may bring about noteworthy misfortunes, which misfortunes may considerably surpass your speculation and Margin store; (b) certain Market Conditions may make it troublesome or difficult to execute Orders at a specified value; (c) when you educate us to go into any Transaction as well as Contract, any benefit or misfortune emerging because of a variance in the estimation of the Underlying Security will be completely for your record and danger; (d) we won't give any exhortation to you; hence, you make a deal to avoid considering us answerable for any misfortunes acquired as a result of following any of our recommendations or those of our workers, partners or delegates, except if we have practiced gross carelessness in association herewith; (e) we will not direct any constant checking of the Transactions or potentially Contracts went into by you; as needs be, we can't be considered liable for any Transactions and additionally Contracts growing uniquely in contrast to what you may have assumed and additionally to your burden; (f) certifications of benefit or opportunity from misfortune are unimaginable in venture exchanging; (g) you have gotten no such assurances or comparable portrayals from us, nor from any of our Associates, from an Introducer of Business/Affiliate, or agents in this regard or from some other element with whom you are exchanging.
- 76.3 Taking into account the risks, you should only undertake such transactions if you understand the nature of the transaction you are about to engage in and the extent of your risk exposure. Trading in leveraged securities is not appropriate for many members of the public and, in view of your experience, goals, financial resources and other relevant circumstances, you should carefully consider whether such trading is appropriate for you. In addition to those contained in the Risk Disclosure Statement posted on our Online Trading Facility, you acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged financial instruments in the over-the-counter market.
- a. **General:** You will enter into a privately negotiated transaction and/or contract with us, as principal, when you enter into foreign currency contracts with us. In turn, we may enter into "back-to-back" transactions with others, including our partners and counter-parties from third parties. In the price quotes we provide you with, we include our mark-up. The leveraged securities transactions and/or contracts you may enter into with us are NOT executed on a regulated exchange and are not cleared by a central clearing organization. Consequently, any transaction and/or contract entered into with us (as opposed to a clearinghouse obligation as in the case of an exchange-traded contract) will be an obligation on our part and the regulatory and financial protections offered by exchange-traded contracts will not be granted to you. Therefore, both of us are obliged, in accordance with their terms, to perform our respective obligations under each Transaction and/or Contract. These Terms and Conditions (which apply to every Transaction and/or Contract you enter into with us) and the Settlement / Trade Confirmation (which applies to each particular Transaction and/or Contract) set out the terms of each Transaction and/or Contract. Since each transaction and/or contract is a transaction between you and us and is not cleared at a central clearinghouse, without our prior consent, you will not be able to transfer your obligations under the transaction and/or contract to another person. In addition, we are under no obligation before the expiry date of that Transaction and/or Contract to terminate or close the Transaction and/or Contract. We may, but are not required, to quote you, on request, a price for an early closure of a Transaction and/or Contract.
 - b. **Effect of "Leverage" or "Gearing":** You will enter into a privately negotiated transaction and/or contract with us, as principal, when you enter into foreign currency contracts with us. In turn, we may enter into "back-to-back" transactions with others, including our partners and counter-parties from third parties. In the price quotes we provide you with, we include our mark-up. The leveraged securities transactions and/or contracts you may enter into with us are NOT executed on a regulated exchange and are not cleared by a central clearing organization. Consequently, any transaction and/or contract entered into with us (as opposed to a clearinghouse obligation as in the case of an exchange-traded contract) will be an obligation on our part and the regulatory and financial protections offered by exchange-traded contracts will not be granted to you. Therefore, both of us are

obliged, in accordance with their terms, to perform our respective obligations under each Transaction and/or Contract. In the event of any margin shortfall, we reserve the right to liquidate positions without prior notice, or if you fail to comply with the request for additional funds within the time prescribed. In addition, you should be aware that we and/or our associates may have significant positions in, and may make a market in, or otherwise buy or sell similar or economically related instruments, transactions and/or contracts entered into with you, from time to time. Furthermore, we may also engage in proprietary trading activities, initiate or terminate a transaction with you in a foreign currency agreement that may adversely affect the market price or other factors underlying the transactions and/or contracts entered into with you and, consequently, the value of such transactions and/or contracts.

Hextra Prime may change the leverage ratios (i.e. decrease or increase the leverage ratios) at any time and from time to time in its sole discretion and without notice on a case-by-case basis on all or any of the Customer's accounts and on the basis of any parameter chosen by it, including the application of different leverage ratios to different investments or times or in connection with external events, before or after an order is completed, any change in the leverage ratio may take effect. Your Margin Level, Margin Call Level, Stop-out Level will be affected by a reduction in the leverage ratio and may trigger a Margin Call. We will not be responsible for any losses arising from any change in the leverage ratios, even if this automatically causes the closure of any or all of your trading positions or if your account is treated differently from the accounts of other customers. Any monitoring by Hextra Prime is for its compliance and risk management and you should not rely on Hextra Prime to monitor your trading or the effect of any change in the leverage ratios applying to your Account. For further information on the leverage offered per financial instrument, please refer to our website.

- c. **Option Transactions:** We do NOT offer foreign currency options at the moment.
- d. **Trading in Transactions in leveraged Financial Instruments is Speculative:** The price of leveraged securities is very volatile. The price movement of leveraged securities transactions and/or contracts is influenced, inter alia, by interest rates, changes in the balance of payments and trade, domestic and international inflation rates, international trade restrictions and devaluations and revaluations of currencies. For instance, if economic or political events affect the market locally or overseas, there can be severe market disruptions. Not all risks can be foreseen in advance.
- e. **Electronic Trading Facilities:** Computer-based component systems for the order-routing, execution, matching, registration or clearing of trades are supported by most electronic trading facilities. They are vulnerable to temporary disruption or failure, as with all facilities and schemes. The liability limits imposed by the system provider, the market, the clearing house and/or member firms may be subject to your ability to recover certain losses. These boundaries may vary.
- f. **Electronic Trading:** Through our Online Trading Facility, you will trade in securities. In addition to trading in an 'open-outcry' market, trading in an electronic trading system may differ from trading in other electronic trading systems. If you undertake electronic trading transactions, you will be exposed to system-related risks, including hardware and software failures. The consequence of any system failure may be that your Order is not executed in accordance with your instructions, is not executed at all, and a lack of ability to keep you continuously informed about your positions and the fulfillment of the requirements of the Margin. We can not be liable for communication failures, distortions or delays when trading online via the Internet, since we do not control the signal power, its reception or routing via the internet, the configuration of the equipment or the reliability of its connection. However, in order to minimize the possibility of system failure, we use back-up systems and contingency plans, and telephone trading is available in those cases where we specifically agree to do so, at our sole discretion.
- g. **Commissions and other charges:** You should get a clear explanation of all commissions, fees, mark ups, markdowns and other charges for which you will be liable before you start trading. These charges will impact (if any) your net profit or increase your loss.

- h. Risk-reducing and entry Order strategies:** The placement of certain orders that are intended to reduce risk ('Stop-Loss' Orders or 'Stop-Limit' Orders,' Entry Buy' Orders or 'Entry Sell' Orders) may not be effective because the execution of these orders may be impossible under market conditions. Strategies using combinations of positions can be just as risky as taking long or short positions, such as 'spread' and 'straddle' positions. When the predetermined price level is reached, clients' orders will become market orders, even if the price differs significantly from the original order.
- i. Suspension or restriction of trading and pricing relationships:** Market conditions (e.g. liquidity) and/or the operation of certain market rules (e.g. suspension of trading in any security or underlying security due to price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible for transactions and/or contracts or liquidation/offset positions to be executed. In addition, there may not be normal pricing relationships between the underlying security and the traded security. The absence of a security price may make it difficult to assess the "fair" value.
- j. Deposited cash and property:** In particular, in the event of a firm insolvency or bankruptcy, you should be familiar with the protections granted to money or other property you deposit for domestic and foreign transactions and/or contracts. Specific legislation or local rules may govern the extent to which you can recover your money or property. In some jurisdictions, in the case of a shortfall, property that has been specifically identifiable as your own will be pro-rated in the same way as cash for distribution purposes. The deals and/or contracts that you enter into with us are NOT traded on an exchange. Therefore, your funds may NOT receive the same protections under applicable bankruptcy laws as funds used to margin or guarantee exchange traded transactions and/or contracts that may receive a bankruptcy priority. Since funds used for transactions and/or contracts in the over-the-counter (OTC) market have NOT been given the same priority, if we were to become insolvent and you have a claim for amounts deposited or profits earned on transactions and/or contracts with us, your claim may not be given priority. Without priority, you are a general creditor and your claim will be paid from any funds still available after priority claims are paid, along with the claims of other general creditors. In these circumstances, even the client money we keep separate from our own operating funds may NOT be safe from the claims of other general and priority creditors in all instances.
- k. Currency risks:** Profit or loss in leveraged securities transactions and/or contracts (whether traded in your own or another jurisdiction) will be affected by currency rate fluctuations where there is a need to convert the position taken to another currency from the currency denomination.
- l. Transactions in other jurisdictions:** Transactions in markets in other jurisdictions, including those formally linked to the domestic market, may pose additional additional risks to you. These markets may be subject to regulations that may offer different or diminished protection for investors. You should inquire about any rules relevant to your specific transactions and/or contracts before you trade. Your local regulatory authority will not be able to compel regulatory authorities or markets to enforce the rules in other jurisdictions where your transactions and/or contracts have been carried out. Before you start to trade, you should inquire about the types of redress available in both your home jurisdiction and other relevant jurisdictions.
- m. Quoting and Execution Errors:** If errors in the quotation and/or execution occur, which may include, but are not limited to, the mistype of a quote by a dealer, a quote or trade that is not representative of fair market prices, an erroneous price quote, such as, but not limited to, an incorrect large figure quote or an erroneous quote due to failure of hardware , software or communication lines or systems and/or inaccurate external data feeds p Furthermore, orders must be placed allowing sufficient time to be executed, as well as sufficient time to calculate the required margin requirements for the system. It is not possible to guarantee the execution of orders placed too close to prices, which would trigger other orders (regardless of the type of order) or a margin call. Because the system has not been given sufficient time to execute and/or calculate accordingly, we will not be liable for the resulting margin call(s), resulting balance, and/or positions in your account. The foregoing list is not intended to be exhaustive and we reserve the right to make the necessary corrections or adjustments to the accounts concerned in the event of an error in quotation or execution. In our sole and absolute discretion, any dispute arising from such quotation or execution errors will be resolved by us. As a result of the above, you agree to indemnify and hold us harmless from any and all damage or liability. We will not enter into any correspondence.

- n. **Off-Exchange Transactions:** In the off-exchange / Over-the-Counter (OTC) market, the transactions and/or contracts you enter into with us as a counter-party are NOT traded on an exchange. The over-the-counter (OTC) market is generally unregulated, there are no constraints on daily price movements (unless imposed by a government or central bank authority), no rules governing valuation or settlement procedures, and there are no minimum financial requirements for market participants. It may therefore be difficult or impossible to liquidate the current position, to evaluate the value, to determine the fair price or to assess the risk exposure. These transactions can involve increased risks for these reasons. Off-exchange transactions may be subject to less regulation or a separate regulatory regime. You should familiarize yourself with the applicable rules and associated risks before you undertake such transactions.

76.4 It is important that you be fully aware of the following points, in addition to the above:

- a. We reserve the right, in order to facilitate the charging of any fees or amounts due to you, to close part or all of your open positions. Nonetheless, you are responsible for paying us such fee(s) promptly, even if you suffer full loss of all the margins you deposit.
- b. If, for any reason (including but not limited to insolvency reasons, management decisions, etc.), any underlying instrument is not available for trading, we reserve the right to close any open / pending positions at the last quoted price as obtained from our liquidity suppliers.
- c. We do NOT guarantee an order at all. Placing 'Stops' does not guarantee that the trade will be completed at the order price, regardless of the entry or closing designation. Upon activation, all 'Entry Stops' and 'Stops' will be filled at the first/best available market price, which may or may not correspond to the order price requested.
- d. In the event that liquidity providers are unable to provide us with liquidity, your order may be delayed or you may not be able to place orders in full. The speed at which the order is executed may also be impeded by the size of the order. Keep in mind that any order needs to be entered only once. Multiple entries may inadvertently open unwanted positions in the same order.
- e. You may encounter system errors that result from hardware and/or software failures during trading on our Online Trading Facility. The consequence of any system failure may be that your order is either not executed according to your instructions, executed or not executed at all with account balance errors and discrepancies. We will not be responsible for the resulting errors in the balance of your account. We reserve the right to make any necessary corrections or modifications to the account in question.
- f. There is no system that can assure you that leveraged financial instrument transactions will bring you great benefits, nor can it be guaranteed that your transactions and/or contracts will produce favorable results.
- g. Although the markets for foreign currencies, commodities and indices are liquid compared to other financial and exchange markets, market conditions could sometimes make it impossible to execute an order or a 'limit' on an order (either 'Stop Loss' or 'Take Profit') at a specified price. Consequently, although the extent of the losses may be subject to an agreed limit, the risk of losses may be higher and that loss may occur within a relatively short period of time.
- h. Since the deposit of an additional guarantee in this case is not compulsory, we reserve the right, in these circumstances, to close any outstanding balance without your consent, at our sole discretion.
- i. CFDs may fluctuate rapidly under abnormal market conditions to reflect unforeseeable events that can not be controlled by us or you. Such circumstances may partially or completely restrict your ability to trade.

- j. Negative prices of financial instruments are not supported by our Online Trading Platform. Our Online Trading Platform will automatically start closing any open positions at the current market price in the unlikely event that the price of any financial instrument reaches zero (0) or goes below.
- k. It is important to distinguish between the indicative quotes shown in the charts and the deal-able quotes shown in our online trading facility. Indicative quotes only indicate where the market is located. Each Market Maker or Liquidity Provider may quote slightly different prices because the derivatives products Markets are decentralized, meaning they lack a single central exchange where all transactions are carried out. Therefore, any prices shown on any chart made available by us or by a third party will only reflect "Indicative Quotes" and not necessarily actual "Deal-able Quotes" for which it is possible to execute transactions or transactions.
- l. The risk information presented here does not reflect all the risks and other important aspects that are intrinsic to leveraged securities transactions. You should therefore learn the specifics of entering into such transactions in detail before starting to trade, or seek further professional advice.
- m. Unless you have chosen to conduct a trade over the weekend, when the market closes at the end of the business week at rates available at the end of the last trading day of the relevant week, all trades will automatically close in real money mode. All statements will be open during the weekend with regard to real money accounts and all traders are welcome to view their trading account details. We reserve the right not to offset contracts made shortly after markets are open over the weekend. When market liquidity conditions are reasonable, we may, at our sole discretion, allow offsetting contracts carried out over the weekend.
- n. With the use of mobile trading technology, there are a number of inherent risks, such as the duplication of order instructions, latency in the prices provided, and other issues resulting from mobile connectivity. The prices shown on our mobile platform are an indication of the executable rates only and may not reflect the actual executed order price. For the transmission of messages, our mobile feature utilizes public communication network circuits. We shall not be liable for any and all circumstances in which you experience a delay in price quotes or inability to trade due to problems with the transmission of the network circuit or any other problems beyond our direct control, including, but not limited to, the strength of the mobile signal, cellular latency or any other problems that may arise between you and any internet service provider, telephone service provider, or any other service provider. Furthermore, please note that certain features available on our Online Trading Facility may not be available on our mobile device.

77. Further Representations, Warranties and Covenants

- 77.1 Notwithstanding, and without partiality, to some other portrayals, guarantees and pledges set out in this Agreement, you thus further speak to, warrant, agreement and concur: (a) that you go about as Principal and sole gainful proprietor (yet not as trustee) in going into this Agreement and every Transaction or potentially Contract performed hereunder and that no Person other than you has or will have an enthusiasm for your Account(s); (b) that, paying little heed to any ensuing assurance despite what might be expected, exchanging utilized Financial Instruments on the Over-the-Counter Market (and in such different speculations as we may now and again concur) is reasonable for you and that you know about all dangers associated with such Transactions as well as Contracts; and (c) that you are willing and monetarily ready to continue an absolute loss of assets coming about because of Transactions and additionally Contracts performed hereunder.
- 77.2 By utilizing our Online Trading Facility, you speak to, warrant, pledge and announce that all the assets that you utilize and contribute on our Services don't start in any capacity from drug dealing, kidnapping, fear based oppressor action or whatever other crime that is unlawful or could be viewed as unlawful by any power. If we may become dubious that you might be taking part in or have occupied with such false, unlawful or inappropriate action, including, without constraint, illegal tax avoidance exercises, or lead in any case infringing upon these Terms and Conditions, your admittance to our Online Trading Facility might be ended promptly and additionally your Account might be obstructed. In the event that your Account is ended or obstructed in such conditions, we are under no commitment to discount any

subsidizes that might be in your record, except if in any case trained by a significant administrative position. Notwithstanding ending your admittance to our Online Trading Facility as well as obstructing your Account, we claim all authority to keep you from getting to any of our sites or workers, or getting to some other administrations offered by us. We will be qualified for advise the significant specialists, other online specialist organizations and banks, charge card organizations, electronic installment suppliers or other budgetary establishments of your personality and of any presumed unlawful, fake or ill-advised action and you will collaborate completely with us to examine any such action.

77.3 The above representations and warranties shall be deemed to have been repeated for the duration of our business relationship each time you enter into a transaction or contract in the future or provide us with instructions.

77.4 You pledge to us that: (a) you will consistently acquire and go along, and do all that is important to keep up in full power and impact, all power, powers, assents, licenses and approvals alluded to in this proviso; (b) you will quickly advise us of the event of any Event of Default or possible Event of Default; (c) you will utilize all sensible strides to follow every Applicable Law, Rules and additionally Regulations corresponding to this Agreement and any Transaction as well as Contract hereunder, so far as they are pertinent to you or us; (d) you won't send Orders or in any case make any move that could make a bogus impression of the interest or incentive for Financial Instrument, or send Orders which you have motivation to accept are in break of Applicable Laws, Rules or potentially Regulations (e) you will watch the norm of conduct sensibly expected of people in your position and not make any stride which would make us neglect to watch the norm of conduct sensibly expected of people in our individual positions; and (e) upon request, you will give us such data as we may sensibly need to confirm the issues alluded to in this statement or to conform to any Applicable Laws, Rules or potentially Regulations.

77.5 If you are an employee or contractor of a financial services firm or any other company that has control over the financial transactions in which its employees and contractors operate, you represent and agree that you will give us proper notice of this and any restrictions that apply to your transactions. In such a case, we reserve the right to request a letter of acknowledgment / confirmation from your company's Compliance Department regarding the trading accounts / transactions held with our company.

77.6 Furthermore, you represent and agree that you will not use our offer and ask for prices for any purpose other than for your own trading purposes, and you agree not to redistribute our offer and ask any other person for prices, whether or not such redistribution is for commercial or other purposes.

78. Information Disclosure

78.1 None of the Parties shall disclose any information relating to the other Party 's business, investment, finance or other matters of a confidential nature which it may or may otherwise possess in the course of its duties, and each Party shall make use of all reasonable efforts to prevent such disclosure. This shall not, however, apply if a Party is obliged to do so by reason of prevailing legislation, or by a legislative or supervisory authority, or by another person who, under the law, is entitled to request disclosure, or to enable the Party to fulfill its obligations under these Terms in a sufficient manner.

78.2 By accepting these Terms and Conditions, you authorize us, without prior notice to you, to disclose such information concerning you as may be required by any applicable law , regulation or regulatory authority, including any applicable market rules.

78.3 By accepting these Terms and Conditions, you authorize us to share with any duly licensed financial entity, with any of our associates, personal information submitted by you to us for the purposes of providing commercial recommendations, trading activities, sales and marketing information, including new products and services, and with any third-party agency operating on our behalf for the purpose of providing such information.

79. Regulatory Matters

- 79.1 Nothing in this Agreement shall exclude or restrict our obligations under the Rules of Saint Vincent & the Grenadines or any other Applicable Laws, Rules and/or Regulations, unless otherwise permitted by any Applicable Laws, Rules and/or Regulations.
- 79.2 We shall be entitled, at our sole and absolute discretion, to take any action as we deem necessary to ensure compliance with the Rules of Saint Vincent & the Grenadines or any other applicable laws, regulations and/or regulations, and such action shall be binding on you and shall not hold us or any of our associates liable.
- 79.3 You hereby expressly acknowledge and agree that you will cooperate with the Financial Services Authority of Saint Vincent & the Grenadines and any other relevant regulator in relation to the matters covered by this Agreement upon reasonable written notice from us and at our first request.

80. Tax Implications

- 80.1 We will not provide our clients with any advice on any tax issues related to any of our services. In regard to any tax consequences of our services, you are advised to obtain individual independent counsel from your financial adviser(s), auditor(s) or legal counsel.
- 80.2 Furthermore, you know, understand, and agree that, in general, we do not collect tax in any form or manner on behalf of any authority. You are solely responsible for managing the tax consequences of the revenue that you derive from your trading activity on or through our Online Trading Facility.
- 80.3 Without limiting the foregoing, all taxes applicable to you in your country of residence or otherwise arising as a result of your trading activity from and/or access to and/or use of our Services shall be calculated and payable solely by you.
- 80.4 You agree that we may deduct tax from the results of your trading activity from and/or access to and/or use of our Services, as may be required by the Applicable Laws, Rules and/or Regulations, but that we are not obligated to do so, without derogating from your sole and entire responsibility to perform tax payments. You are aware that the amounts that may be withdrawn from your Account by you are "gross amounts" from which, as the case may be, we may deduct such taxes and that, with regard to such deductions, you shall have no claim against us.

81. Intellectual Property

- 81.1 All copyrights, brand names, licenses, proprietary innovations and other title, possession rights and Intellectual Property Rights in as well as identifying with: (an) our Online Trading Facility; (b) our Services; (c) some other of our foundation or Software (counting, without constraint, Demos and any pertinent System Documentation or potentially clients' manuals); (d) this Agreement; (e) the Price Quotes we give; and additionally (f) any Pricing Data or other data sent through our Online Trading Facility or something else, (hereinafter, by and large, alluded to as "Protected innovation Assets"), are our sole and restrictive property as well as, all things considered, of our the outsider assistance provider(s) which conceded us the option to gracefully them ("Third Party Licensing"). Our Online Trading Facility (counting, without restriction, some other of our foundation or Software) may fuse outsider information, text, pictures, programming, multi-media materials and other substance ("Third Party Content") and references to the expression "Licensed innovation Assets" will be taken to incorporate all materials, substance and administrations made accessible occasionally by means of our Online Trading Facility, regardless of whether saw on screen or downloaded to another PC including, without constraint, Third Party Content.
- 81.2 All intellectual property assets, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, designs, trade secrets, buttons, color schemes and graphics, are protected by local and international laws and treaties on intellectual property, including all laws and regulations on copyright, and remain protected by us or in our Third Part. You shall not be granted any copyright, intellectual property rights or other rights in or to our Intellectual Property Assets, with the exception of the right to access and use them in accordance with the terms and conditions of this Agreement or any agreement you may have with one of our third party licensing

pursuant to and/or as granted to you. You will safeguard and not violate the proprietary rights of any third party licensing in our Intellectual Property Assets and honor and comply with our reasonable requests to protect the contractual, statutory and common law of our and each of our third party licensing.

81.3 By no means will you eliminate any copyright warning from any of our Intellectual Property Assets or unlawfully utilize any of our Intellectual Property Assets. You won't distribute, circulate, or in any case make any of our Intellectual Property Assets accessible to outsiders any data got from or identifying with our Intellectual Property Assets, Website(s), Services, Online Trading Facility or potentially Software gave. With the exception of as in any case explicitly concurred recorded as a hard copy or to the degree fundamental for you to see our Online Trading Facility as per these Terms, you will not: (a) duplicate, meddle with, alter, change, revise or adjust any of our Intellectual Property Assets as well as any segment thereof, in entire or partially (but to make reinforcement duplicates exclusively for catastrophe recuperation purposes); (b) show, imitate, make subordinate works from, send, sell, circulate, lease, rent, sub-license, time-share, loan or move or in any capacity misuse our Intellectual Property Assets and additionally any segment thereof, in entire or to some degree; (c) install our Intellectual Property Assets or potentially any segment thereof, into different items; (d) utilize our Intellectual Property Assets or potentially any segment thereof, in any time sharing plan; (e) make work calls or other inserted joins from any product program to our Intellectual Property Assets or potentially any segment thereof; (f) eliminate or dark any of our copyright sees or those of any of our Third Party Licensing from any of our Intellectual Property Assets and additionally any segment thereof, (g) utilize any of our brand names, administration marks, business trademarks, area names, logos, or different identifiers, or those of any of our Third Party Licensing (aggregate "Imprints"); or (h) spare to the

81.4 The terms and conditions of this Agreement shall apply to any copies of our Online Trading Facility, or any part thereof, made in accordance with any applicable laws , rules and/or regulations. You shall ensure that all our notices of trademark, copyright and restricted rights and, where applicable, those of our third-party licensing are reproduced on such copies. You are required to keep an up-to - date written record of the number of such copies you have made. If we so request, you shall provide us with a statement of the number and whereabouts of any and all such copies as soon as reasonably practicable.

81.5 Any permitted use of the Marks shall be subject to the quality control standards of our Third Party Licensing, and all associated goodwill shall benefit our Third Party Licensing.

82. Privacy and Data Protection

82.1 You acknowledge that you will provide us with personal data within the meaning of the General Data Protection Regulation (679/2016) or any other similar applicable law / regulation, as may be in force from time to time, by entering into this Agreement and opening a trading account with us and using our online trading facility. For the purposes of complying with our legal obligations, fulfilling our contractual obligations and managing the relationship between you and us, you give us your consent to process all such information. You acknowledge and agree that your personal information may be sent outside the local area as a result of this. In accordance with this Agreement and our Privacy Policy as published on our website(s), you consent to us processing and disclosing such information, as this may be updated from time to time.

82.2 For the purposes of all applicable personal data protection laws, we are the Data Controller. Please read the full terms of our Privacy Policy carefully before submitting an application to open a trading account with us for all information relating to privacy and data protection, as well as the legal basis and purposes of processing your personal data and other relevant information.

82.3 You have certain rights regarding the personal data we collect and hold about you at the time of request, as per the applicable Data Protection Legislation. For further details regarding these rights and how you can exercise them, please refer to our Privacy Policy.

82.4 You acknowledge that personal data about you, including personal data you may voluntarily disclose to us in any way, may be collected, used and disclosed so that we can:

- Evaluating and processing your request to open a trading account;

- Perform our contractual duties under this Agreement;
- Manage and perform our daily business operations and dealings with you in relation to your trading account(s);
- Compile statistical analysis on the pages visited by our Online Trading Facility;
- Monitoring and reviewing our company;
- Participate in the prevention, legal and regulatory compliance of fraud / crime and money laundering;
- To commercialize and develop other goods and services;
- The transfer of any of our rights or obligations under this Agreement; and any of our rights or obligations under this Agreement;
- Processing the personal data of clients for other related purposes.

If you choose to withhold the requested personal data (other than specific categories of personal data) in order for us to be able to provide you with our services, as required by applicable laws and regulations, we may not be able to process your request and/or give you access to our Online Trading Facility.

82.5 Special categories of Personal Data (such as ethnic origin, religion or medical records) will not be obtained or required to be disclosed, but if you choose to provide such Personal Data, we may assume that your consent to the processing of such Personal Data is given to you for the purposes for which such Personal Data has been provided, unless otherwise notified to us in writing by you.

82.6 You provide us directly with most of the data we collect. You do this by filling out the electronic form(s) that we post on our Online Trading Facility (including, without limitation, the Account Opening Application Form(s)) and by providing us with other required documents voluntarily. In addition, you provide us with information by trading, contacting or responding to a promotion on our systems; information that we collect indirectly may include logging your Internet Protocol (IP) address, configuration of the software, operating system and use of cookies; cookies are small files containing information that a website uses to track visitors that may be sent to you by us. In the end, cookies help us to improve the navigation and ease of use of our Online Trading Facility. We may set cookies on your computer and access them, allowing us to learn which advertisements and promotions our online trading facility brings to users. In connection with any of our products and/or services, we may use cookies and track your activities at our Online Trading Facility. Such data collected and shared by us would be anonymous and not personally identifiable.

82.7 In accordance with data protection and anti-money laundering legislation, and only for the purposes for which this information is collected, we obtain, hold and use the information we collect from you. You agree that for the purpose of fulfilling our obligations under this Agreement, we may rely on, hold and process your information, including verifying your identity in accordance with our legal obligations, administering the relationship with you, managing your account and contacting you from time to time, recovering amounts payable, considering any of your applications, performing risk assessment, complying with your requirements,

The information you provide us also enables us to enhance our services to you, customize your browsing experience and inform you of additional products, services or promotions that may be of interest to you. We will keep your information on file if you ever deactivate your account with us, but we will only use it to comply with regulatory retention requirements and to contact you occasionally with the option of reactivating your account. Please note that by clicking the "unsubscribe button" that can be found on each of our emails, you can opt-out / unsubscribe to receive such communications from us at any time.

82.8 You acknowledge that it may be necessary for your information to be transferred to someone who provides us with a service in other countries outside your local area in order to provide services to you, and you consent to such a transfer. We will ensure that the transfer is lawful to the extent that we transfer your information outside the area, and that processors in third countries are obliged to comply with data protection standards and provide appropriate safeguards in relation to the transfer of your data. In view of the above, staff operating outside your local area who work for us or for one of our processors may process your personal information. Such employees may be involved in the fulfillment of your requests, the processing of your payment details and the provision of support services, among other things. You agree to this transfer, storing and processing by submitting your personal data. To ensure that your data



is treated securely and in accordance with this Privacy Policy, the Company will take all reasonably necessary steps.

82.9 Neither we nor any of our Associates will reveal any Personal Data gathered about you to outsiders aside from: (i) to the degree that it is needed to do as such by under or potentially as per any Applicable Laws, Rules as well as Regulations; (ii) where there is an obligation to general society to uncover; (iii) where our real business interests require revelation; or (iv) at your solicitation or with your agree or to Persons depicted beneath. Likewise, we don't reveal or share Information about any of our customers (regardless of whether dynamic or inert) to any non-subsidiary outsiders other than in the way and to the elements set out beneath:

- a. **Sharing Information with our Associates:** We may share with our associates personal information described above for business purposes, such as, but not limited to, servicing customer accounts and informing customers about new products and services, or assisting our company, its affiliates, or employees in their trading activities, and as permitted by applicable law. Our associates may include businesses controlled or owned by us, as well as businesses that have an interest in our business as a shareholder. Any information described above, such as your name, address, trading experience and account information, may be included in the information we share with affiliates. To the same extent that we do so in accordance with the provisions set out herein and in our Privacy Policy, our associates are committed to maintaining the privacy of your information.
- b. **Sharing Information with Third Parties:** We do not, except as described herein, disclose your personal information to third parties. Disclosures made by us by third parties in accordance with this may include the sharing of such information with non-affiliated companies providing support services for your account or facilitating your transactions and/or contracts with us, including those providing us with professional, legal or accounting advice or acting on our behalf to examine your credit standing. Non-affiliated companies that assist us in the provision of services to you are required, to the extent that they receive such information, to maintain the confidentiality of that information and to use your personal information only for the purposes of the provision of such services and only for the purposes that we provide. To comply with your instructions or in accordance with your express consent, we may also disclose your personal information to third parties. We want you to know that your personal information will not be sold by us.
- c. **Regulatory Disclosure:** In limited circumstances, we may disclose your personal information to third parties as permitted or required to comply with applicable laws, regulations and/or regulations within the jurisdiction of which you are a citizen or a permanent resident and/or within the jurisdiction in which we are organized and/or perform the services provided hereunder. For example, in order to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and to protect our rights or property as necessary, we may disclose personal information. We will not use your personal information for any other purpose, except as described herein, unless we describe how that information will be used at the time you disclose it to us or we obtain your permission.

We, Our Associates or a Third Party Service Provider may unveil Personal Data about you to the individuals who offer types of assistance to us, to any individual to whom we, our Associates or a Third Party Service Provider moves or proposes to move any of our or its privileges or commitments under these Terms, and to authorized credit reference offices or different associations that help us, our Associates or Third Party Service Providers and others to settle using a loan choices and lessen the occurrence of misrepresentation or over the span of doing character, extortion avoidance or credit control checks.

82.10 You consent to the carrying out of such credit and identity checks by us or our agents acting on our behalf, including money laundering checks, regulatory compliance reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a referral from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share with us and other organizations involved in credit reference, fraud prevention and/or crime and/or money laundering, or for similar purposes, or in order to recover the debts involved, any information relating to you.

- 82.11 You agree to be bound by the terms of our Privacy Policy as set out on our Website by submitting the Application Form to us, including by authorizing us to contact you by email, telephone or post, to provide you with information on carefully selected products or services offered by us that are similar or related to products or services supplied or previously supplied to you. You agree that we will use your data for this purpose for the period of time that you have an account with us and for a period of five years after you close the account.
- 82.12 For (5) years. If you do not wish to receive such information, you may click any of our emails on the "unsubscribe" button. Instead, please notify us in writing at support@hextraprime.com.
- 82.12 We will record / maintain your telephone conversations, e-mails, internet conversations (chat), meetings and other communications with us, our associates and/or third party providers for security purposes, compliance with applicable laws, regulations and/or regulations, training purposes, and to maintain and improve the quality of our services. Any recordings shall be and remain the sole property of us and shall be accepted by you as conclusive proof of their content as recorded by us. You agree that in disputes that may arise between you and us, we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without restriction. Technical reasons, however, may prevent us from recording a conversation and, in accordance with our normal practise, recordings or transcripts made by us will be securely destroyed. Consequently, to be accessible, you should not rely on such recordings.
- 82.13 By using data security technology and using tools such as firewalls and data encryption, we will protect your information. To protect certain information you send, we use Secure Socket Layer ('SSL') encryption technology. This kind of technology protects you from anyone other than us intercepting your information while it is being transmitted to us. We work hard to make sure that our online trading facility is safe and that it meets the standards of the industry. We also use other safeguards to control unauthorized access to systems and data, such as firewalls, authentication systems (e.g., passwords and personal identification numbers) and access control mechanisms. We also require that every time you access your account online, you use your personal access code (personal username and password). In our offices, we restrict access to information, so that only officers and/or staff who need to know the information have access to it.
- 82.14 Please note that we reserve the right at any time to amend, revise, modify, and/or amend our Privacy Policy(s). If we choose to make any changes to our Privacy Policy(s), those changes will be included in our revised Privacy Policy(s) that will be posted on our Online Trading Facility. By posting a notice on our website or sending you an email to your last known email address, we will use reasonable efforts to contact you and notify you of any change in how we hold, process or disclose data. If you do not inform us that you object in writing to this change within 60 days of the notice and you continue to maintain the account after the expiry of this notice period, we will consider that you have agreed to it.
- 82.15 Please contact our Data Protection Officer at support@hextraprime.com if you have any questions regarding our Privacy Policy(s). In order to be able to verify your identity and process your request, please make sure you include your full name and account number.
- 82.16 To manage our online trading facility, store passwords and usernames, monitor visits to pages on our online trading facility from your terminal to customize our online trading platform for you and to track and facilitate browsing through our online trading facility, we may use 'cookies' or 'IP address tracking devices' A 'cookie' is a piece of data containing information about you relating to the use of our online trading facility stored on your hard drive. IP addresses may be linked to your personal data and we will obtain such personal data by tracking these addresses. Access to our Online Trading Facility is subject to your acceptance of any cookies and IP address tracking devices described in this clause and for the purposes described in this clause. You acknowledge that you understand the broad nature of 'cookies' and 'IP address tracking' devices and the purposes for which they will be used by us by accepting these terms.
- 82.17 You acknowledge and acknowledge that transmissions over the Internet involve any services provided through our Online Trading Facility and that such transmissions are, therefore, subject to the inherent



risks of the Internet. While we acknowledge our duty to take reasonable security precautions, you also acknowledge and acknowledge that, as with any network, you may also be exposed to unauthorized third-party transmission programs, electronic intrusion and/or failure to reach their intended destinations with information and/or erroneous receipt or misdirection of such information. Although the security and security features of our Associates and our Third Party Service Providers are designed to reduce these risks, we can not guarantee their elimination. Accordingly, you acknowledge that no transmission through our Online Trading Facility is guaranteed to be confidential and that we are not liable for any breach of trust arising as a result of such events.

Chapter I: Complaint Handling Procedures

83. Complaints

- 83.1 In response to every approach made by a member of the public, we at Hextra Prime aim to provide prompt, courteous, helpful, open and informative advice. We are always eager to hear the opinions of our clients, especially the general public, about our performance in general-what we do right and what we do wrong.
- 83.2 We recognize that, as in all organizations, things can go wrong from time to time and we may not provide the standard of service we have set for ourselves. We are particularly keen to hear about such cases, as they give us an opportunity to correct things and to learn from our mistakes.
- 83.3 Therefore, as part of our commitment to providing our customers with the best possible service, we maintain efficient and transparent procedures for prompt complaint handling for existing and potential retail customers, keep records of complaints and complaint resolution measures taken in accordance with applicable laws, regulations and/or regulations.
- 83.4 "All complaints must be submitted to us in writing within three (3) business days following the occurrence of the event giving rise to your complaint (for the purposes of this document, unless the context otherwise requires," business days "shall be Monday to Friday, excluding bank holidays in Saint Vincent & the Grenadines). Failure to object to the event giving rise to your complaint within the above-mentioned period of three (3) business days from the occurrence of the event giving rise to your complaint shall be deemed to constitute your ratification of all actions taken by us prior to making your complaint.
- 83.5 If you wish to file a formal complaint with our Complaints Officer, you can do so by sending the completed Complaints Form via email to support@hextraprime.com at any time, along with the documentation attachments as outlined below.
- 83.6 The accompanying data and documentation should, at every possible opportunity, be acquired and recorded and gave to the 'Grumblings Officer' as a major aspect of your proper objection, so as to guarantee that the grievance is sped up in the most proficient and reasonable way: (an) Account Number/ User ID; (b) Name of customer; (c) Contact subtleties for customer; (d) Phone; (e) Mobile; (f) email; (g) Address subtleties for customer; (h) Details of the protest (counting time and date the issue prompting the grievance happened, the representative(s) associated with the protest; (l) Nature of the grievance; (j) Remedies looked for; (k) Attach any documentation or other material that may aid the goal of the protest (counting an underlying composed reaction to the charges by the representative(s) included).
- 83.7 We will provide written acknowledgment within five (5) business days of receiving your formal complaint upon receipt of a formal complaint. The letter will confirm that we are taking the necessary steps to resolve the complaint and will contain the procedure details.
- 83.8 Within thirty (30) business days of receiving your formal complaint, or ten (10) business days after your acceptance or refusal of any offer of redress (where applicable), we will try to resolve the matter, whatever comes first.

Chapter J: Indemnity and Limitation of Liability

84. Risk of Loss; Limitation of Liability

- 84.1 In order to access and/or use our online trading facility or to enter into or execute any transaction and/or contract, you will make your own decision. You acknowledge and agree that our online trading facility does not and will not serve as the main basis for any of your account investment decisions. You are solely responsible for any investment or trading decisions you make with respect to products identified on our Online Trading Facility and neither we, nor our directors, officers, shareholders, partners, employees of members, agents, service providers, legal representatives and/or other Company Affiliates (together our "Associates") are responsible for determining whether any Company Affiliates (together our "Associates") are responsible for making any investment or trading decisions. By virtue of providing our Online Trading Facility, neither we, nor our associates, are and will be an adviser or fiduciary to you or any authorized person.
- 84.2 Without preference to some other arrangements in this Agreement, our Online Trading Facility are given "with no guarantees" and neither we, nor our Associates, nor any of our Third Party Service Providers makes any portrayals or guarantees of any sort at all in regards to (a) the accessibility, cash, exactness or culmination of our Online Trading Facility; (b) the outcomes to be acquired by you or any other person from the utilization of our Online Trading Facility; and (c) any Third Party Content open on or through our Online Trading Facility; neither we, nor our Associates, nor any of our Third Party Service Providers will be at risk to you or any Authorized Person for the rightness, quality, precision, security, fulfillment, dependability, execution, estimating or proceeded with accessibility of our Online Trading Facility, or for any disappointment of any association or correspondence administration to give or to keep up your or any Authorized Person's admittance to our Online Trading Facility, or for any wrong interchanges among you and us.
- 84.3 Without partiality to some other arrangements of this Agreement, neither we, nor our Associates will be at risk for any misfortunes, harms, expenses or costs, in the case of emerging out of carelessness, break of agreement, distortion or something else, acquired or endured by you or any Authorized Person as an immediate or roundabout aftereffect of any demonstration or exclusion over the span of offering our Types of assistance to you or in any case emerging from the exercises to which these Terms and Conditions apply with the exception of, for example, is brought about by our and additionally their carelessness, unyielding default or extortion; neither we, nor our Associates will be subject for any misfortunes, harms, expenses or costs, in the case of emerging out of carelessness, penetrate of agreement, deception or something else, caused or endured by you or any Authorized Person under this Agreement (counting any occasion where we have declined to go into a proposed Transaction as well as Contract), except if such misfortunes, harms, expenses or costs are a sensibly predictable result of, or emerge legitimately from, our or their particular gross carelessness, persistent default or misrepresentation. In no situation, will we or our Associates have risk for misfortunes endured by you or any Authorized Person for any uncommon or significant harm, loss of benefits, loss of altruism or loss of business opportunity emerging under or regarding this Agreement, in the case of emerging out of carelessness, break of agreement, deception or something else; neither we, nor our Associates will be subject in any conditions for any misfortunes that were not a sensibly predictable aftereffect of penetrate to both you and us when these Terms and Conditions were gone into.
- 84.4 You recognize that: (an) any market data or outsider suggestions imparted to you or any Authorized Person, by us or any Associate, doesn't establish exhortation to go into any Transaction and additionally Contract; (b) such data or proposals, albeit dependent on data acquired from sources accepted by us to be solid, might be founded exclusively on an outsider's assessment and that such data might be inadequate and might be unconfirmed; (c) we make no portrayal, guarantee or assurance as to, and will not be liable for, the exactness or fulfillment of any data or proposals outfitted to you or any Authorized Person; and (d) we make no portrayals concerning the duty suggestions or treatment of exchanges went into by you as per these Terms; neither we, nor our Associates acknowledge any risk for any unfavorable expense ramifications of any Transaction at all.

- 84.5 Due to the fact that we do not control the power of the signal, its reception or routing via the internet, the configuration of your equipment or that of any third party, or the reliability of its connection, neither we nor our associates are liable for communication failures, distortions or delays when you (via the internet) trade online.
- 84.6 In the light of changes to the Market Conditions (including, without limitation, Market Disruptions) or otherwise, we shall have no obligation to contact you to advise you of appropriate action. You acknowledge that the leveraged derivatives market is highly speculative and volatile and that you are solely responsible for making and maintaining contact with us and for monitoring open positions after the execution of any transaction and ensuring that any further instructions are given on a timely basis. We can give no assurance that it will be possible for us to contact you in the event of any failure to do so, and we accept no liability for losses alleged to be suffered as a result of any failure by you to do so. Without limitation, neither we nor our associates accept any liability before any specific transaction is affected due to any delay or change in market conditions.
- 84.7 Neither we nor any of our Associates shall be liable, without limitation, for any loss arising from any act or omission of any Agent, Business / Affiliate Introducer, Authorized Person or other third party performing services for you.
- 84.8 Neither we, nor our Associates will be subject to you or any Authorized Person for any incomplete or non-execution of our commitments hereunder by reason of any reason past our sensible control, including without restriction, any breakdown, postponement, glitch or disappointment of transmission, correspondence or PC offices, mechanical activity, demonstration of psychological oppression, demonstration of God, acts and guidelines of any legislative or supra public bodies or specialists or the disappointment by the applicable transitional intermediary or operator, specialist or head of our caretaker, sub-overseer, seller, Market, clearing house or administrative or self-administrative association, under any conditions, including, without constraint Force Majeure, to play out our particular commitments hereunder.
- 84.9 Nothing in this Agreement shall exclude or limit any duty or liability that we may have under the regulatory system against you or any Authorized Person that may not be excluded or restricted thereunder.

85. Exclusion of Warranties

- 85.1 ***WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THIS AGREEMENT, WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT OUR ONLINE TRADING FACILITY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OUR ONLINE TRADING FACILITY IS MADE AVAILABLE TO YOU "WITH NO GUARANTEES" AND "AS AVAILABLE". WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE ACCESS OR USE OF OUR ONLINE TRADING FACILITY AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION, OPINIONS, PRODUCTS, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH OUR ONLINE TRADING FACILITY OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.***
- 85.2 ***WE DO NOT WARRANT THAT OUR ONLINE TRADING FACILITY WILL MEET YOUR NEEDS, OR THAT IT/THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF OUR ONLINE TRADING FACILITY WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR ONLINE TRADING FACILITY WILL MEET YOUR EXPECTATIONS.***

86. Disclaimer and Limitation of Liability

- 86.1 Our obligations under this Agreement do not constitute the personal obligations of or of any of our directors, officers, shareholders, partners, members, staff, associates, representatives, agents, third-party service providers and/or third-party content providers.
- 86.2 ***TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF OUR ONLINE TRADING FACILITY AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).***
- 86.3 ***ASIDE FROM AS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.***
- 86.4 ***ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED HEREUNDER. IN NO EVENT SHALL OUR LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT OF REVENUES GENERATED HEREUNDER IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Regardless of whether ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL IN RESPECT OF THEIR ESSENTIAL PURPOSE.***

87. Indemnification

- 87.1 As a state of your utilization of our Online Trading Facility, you consent to repay and hold us, our Associates, Representatives, Agents, Third Party Service Providers and Third Party Content suppliers from and against all cases, misfortunes, liabilities expenses and costs, in the case of emerging out of carelessness, penetrate of agreement, deception or something else, including sensible lawyers' charges, emerging from or associated with any infringement or break of these Terms and Conditions (counting careless or illegitimate lead) by you or some other individual getting to and additionally utilizing our Online Trading Facility.
- 87.2 You will pay to us such aggregates as we may every now and then require in or towards fulfillment of any charge balance on any of your Accounts with us and, on a full reimbursement premise, any liabilities, misfortunes, harms, expenses or costs, in the case of emerging out of carelessness, penetrate of agreement, distortion or something else, including sensible lawyers' expenses, assessments, imposts and tolls which we may cause or be exposed to as for any of your records or any Transaction or potentially Contract or any coordinating Transaction and additionally Contract with a halfway agent or because of any deception by you or any infringement by you of your commitments under this Agreement (counting any Transaction as well as Contract) or by the authorization of our privileges.
- 87.3 You will be answerable for all Orders entered for your benefit through our Online Trading Facility and you will be completely at risk to us for the settlement of any Transaction and additionally Contract emerging in this way.
- 87.4 You will safeguard, repay and hold us and our chiefs, officials, investors, accomplices, individuals, workers, Associates, Representatives, Agents, Third Party Service Providers or potentially Third Party Content suppliers and additionally any of them, innocuous from and against all liabilities, misfortunes, harms, expenses or costs, in the case of emerging out of carelessness, break of agreement, distortion or something else, including sensible lawyers' charges, which we may cause or endure because of:



- a. Any error in any instruction given by an Authorized Person; or
- b. Acting on any instruction from an Authorized Person, which is or appears to be.

88. Independent Investigation

- 88.1 ***YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR ONLINE TRADING FACILITY AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR ONLINE TRADING FACILITY AND/OR OTHERWISE PROVIDED BY US IN RELATION AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.***
- 88.2 ***YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY PARTICIPATE IN OUR ONLINE TRADING FACILITY AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.***

89. Default

Each and any of the accompanying occasions will establish an Event of Default: (a) you neglect to make any installment when due under this Agreement or to make or take conveyance of any property when due under, or to watch or play out some other arrangement of this Agreement and such disappointment proceeds for one (1) Business Day after notification of non-execution has been given; (b) you neglect to transmit finances important to empower us to take conveyance under any Transaction and additionally Contract on the first due date; (c) you neglect to give resources for conveyance, or take conveyance of benefits, under any Transaction as well as Contract on the first due date; (d) you pass on, become of unsound psyche, can't pay your obligations as they fall due or are bankrupt or wiped out, as characterized under any chapter 11 or bankruptcy law relevant to you; or any obligation of yours isn't paid on the due date consequently, or gets fit whenever of being announced, due and payable under arrangements or instruments confirming such obligation before it would somehow or another have been expected and payable, or any suit, activity or different procedures identifying with this Agreement are initiated for any execution, any connection or garnishment, or misery against, or an encumbrance claims, the entire or any aspect of your property, undertaking or resources (unmistakable and immaterial); (e) you begin an intentional case or other method chasing or proposing liquidation, redesign, a game plan or piece, a freeze or ban, or other comparative alleviation concerning you or your obligations under any insolvency, bankruptcy, administrative, administrative or comparative law (counting any corporate or other law with likely application to you, if ruined), or looking for the arrangement of a trustee, recipient, vendor, conservator, director, caretaker or other comparative authority (each an "Overseer") of you or any significant aspect of your advantages, or on the off chance that you make any corporate move to approve any of the previous, and on account of a rearrangement, course of action or sythesis, we don't agree to the recommendations; (f) an automatic case or other methodology is started against you chasing or proposing liquidation, revamping, a course of action or structure, a freeze or ban, or other comparable help regarding you or your obligations under any insolvency, bankruptcy, administrative, administrative or comparative law (counting any corporate or other law with possible application to you, if wiped out) or looking for the arrangement of a Custodian of you or any generous aspect of your benefits and such automatic case or other technique possibly (i) has not been excused inside five (5) Business Days of its foundation or introduction or (ii) has been excused inside such period yet exclusively on the grounds of a deficiency of resources for spread the expenses of such case or other strategy; (g) an application is made in regard of you for a break request or if a liquidation appeal is introduced in regard of you or, on account of an association, in regard of at least one of the accomplices, or if an organization, a collector, trustee, authoritative beneficiary or comparative official is selected; (h) on account of a Legal Entity, an appeal is introduced for your twisting up or organization, or a request is made or a goal is passed for the your twisting up or organization of the customer (other than for the motivations behind mixture or reproduction with our earlier composed endorsement); (i) any pain, execution or different cycle is imposed against any of your property and isn't eliminated, released or paid inside 7 seven schedule days; (j) any security made by any home loan or charge gets enforceable against you and the mortgagee or Custodian finds a way to uphold the security or charge; (k) any of your obligation or any the obligation of any of your auxiliaries turns out to be quickly due and payable, or fit for being pronounced so due and payable, before its expressed development by reason of your or any of your auxiliaries' default, or you or any of your auxiliaries neglect to release any obligation on its due date; (l) you or any Credit Support Provider (or any Custodian following up in the interest of both of you or a Credit Support Provider) dis-affirms, renounces or disavows any commitment under this Agreement or any assurance, hypothecation understanding, Margin or Security arrangement or report, or some other archive containing a commitment of an outsider ("Credit Support Provider"), or of you, in support of ourselves supporting any of your commitments under this Agreement (each a "Credit Support Document"); (m) you neglect to conform to any commitments set out in these Terms and Conditions or in any Transaction or potentially Contract, including inability to meet Margin prerequisites; (n) any portrayal or guarantee made or given or esteemed made or given by you under this Agreement or any Credit Support Document refutes to have been or misdirecting in any material regard as at the time it was made or given or esteemed made or given, or gets false; (o) any Credit Support Provider fizzles, or you yourself neglect to consent to or play out any arrangement or commitment to be agreed to or performed by you or as per the pertinent Credit Support Document; (p) any Credit Support Document terminates or stops to be in full power and impact before the fulfillment of every one of your commitments under this Agreement, except if we have concurred recorded as a hard copy this will not be an Event of Default; (q) any portrayal or guarantee made or given or esteemed made or given by any Credit Support Provider according to any Credit Support Document refutes to have been or deceiving in any material regard

as at the time it was made or given or considered made or given; (r) any occasion alluded to in passages (b) to (d) or (h) of this sub-proviso happens in regard of any Credit Support Provider; (s) you are broken up, or, if your ability or presence is reliant upon a record in a conventional register, the enlistment is eliminated or closes, or any system is started looking for or proposing your disintegration, expulsion from such a register, or the closure of such an enrollment; (t) where you or your Credit Support Provider is an organization, any of the occasions alluded to in the former sections happens in regard of at least one of your or its accomplices; (u) we think of it as essential or attractive to forestall what we consider is or may be an infringement of any Applicable Laws, Rules and Regulation or great norm of market practice; (v) we think of it as vital or alluring for our own insurance or any move is made or occasion happens which we consider may have a material unfriendly impact upon our capacity to play out any of our commitments under this Agreement; (w) you disregarded any statement of this Agreement or potentially some other arrangements we have, or had before, in place; (x) any Event of Default (anyway depicted) happens corresponding to you under some other arrangement between us which you are a gathering to or some other occasion determined for these reasons in this Agreement, or something else, happens; (y) we or you are mentioned to finish off a Transaction or potentially Contract (or any aspect of a Contract) by any administrative office or authority; and (z) we are obliged to do as such by law.

90. Rights on Default

90.1 Upon the presence of an Event of Default, we will, at our sole caution, without partiality to some other rights we may have under this Agreement, be qualified for: (a) sell or charge in any capacity any or the entirety of your Security, Assets and property which may every now and then be in our ownership or control of or approach any assurance; (b) buy any Security, venture or other property where this is, or is as we would like to think prone to be, vital with the goal for us to satisfy our or your commitments under any Transaction or potentially Contract; for this situation you will repay to us everything of the price tag in addition to any related expenses and costs; (c) close out, supplant or invert any Transaction and additionally Contract, purchase, sell, acquire or loan or go into some other Transaction as well as Contract, or take, or shun taking, such other activity at such time or times and in such way as, at our sole watchfulness, we think about fundamental or suitable to cover, diminish or dispose of our misfortune or risk under or in regard of any of your Transactions, Contracts, positions or duties, convey any Security speculation or property to any outsider, or in any case make any move we considers being vital or attractive so as to finish off any Transaction or potentially Contract; (d) require you promptly to finish off and settle such Transactions as well as Contracts in such way as we may, at our sole attentiveness demand; (e) go into any unfamiliar trade exchange, at such rates and times as we may decide, so as to meet commitments caused under a Transaction or potentially Contract; (f) receipt back all or part of any Assets remaining to the charge or credit of any Account; (g) rather than getting back to you speculations comparable to those credited to your record, to pay to you the honest evaluation of such ventures at the time we exercise such right; and additionally (h) make all move as we see fit, including, without constraint, totally obstructing admittance to our Online Trading Facility, hindering and additionally repudiating your Access Codes and additionally ending your Account.

90.2 You hereby authorize us to take, without prior notice to you, all or any of the measures described in this clause and you acknowledge and agree that we shall not be liable for any consequences of any such action taken by us, unless we have exercised gross negligence in connection with this. You shall, in such circumstances, execute such documents and take such other action as may reasonably be required by us to protect our rights under these Terms and Conditions or under any other agreement between you and us.

90.3 If we exercise our right to sell any of your securities or assets under this clause, we will, on your behalf, make such sales, without notice or liability to you, and apply the sale proceeds in or to the discharge of any or all of your liabilities to us.

90.4 Without prejudice to our other rights under and/or under this Agreement, we may combine or consolidate all or any of your Accounts with us at any time and without notice, and offset any amounts owed to or by us in such a manner as we may, at our sole discretion, determine.

90.5 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), our rights under this clause shall be.



90.6 In the event of termination and liquidation occurring in accordance with this clause, we shall also have the right, 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 pending.

Chapter L: Termination of Client Relationship and Liquidation of Accounts

91. Termination of Client Relationship

- 91.1 Our client relationship under this Agreement shall remain in force until terminated by either Party, without prejudice to any other provisions of this Agreement, in particular, but without limitation, those relating to Events of Default.
- 91.2 Either party may terminate this Agreement (and the relationship between us) by giving the other a written notice of termination for seven (7) calendar days, unless required by Applicable Laws , Rules and/or Regulations.
- 91.3 However, we may terminate this Agreement immediately if you do not comply with or execute any of the provisions of this Agreement, or in the event of a default, other than in the case of force majeure.
- 91.4 With all accounts being inactive for a twelve (12) month period, we shall terminate this Agreement.

92. Effects of Termination of Client Relationship

- 92.1 Upon termination of this Agreement, all amounts payable by you to us shall be due and payable immediately, including (but not limited to): (a) any outstanding fees, charges and commissions; (b) any dealing expenses incurred by terminating this Agreement; and (c) any losses and expenses incurred in concluding any Transaction or Agreement or in settling or concluding outstanding obligations inc
- 92.2 All Transactions and/or Contracts that are already entered into or under execution shall be concluded upon termination and both Parties shall continue to be bound by these Terms and Conditions in relation to such Transactions and/or Contracts. Before transferring any credit balance on any account(s) to you, we will be entitled to deduct all amounts due to us and we will be entitled to postpone such transfers until any and all transactions and/or contracts between you and us are concluded. In addition, we are entitled to require you to pay any fees incurred during the transfer of your investments.
- 92.3 Termination shall not affect the outstanding rights and obligations (in particular, without limitation, relating to the Clauses of Indemnity and Limitation of Liability and the Clauses of Miscellaneous and Governing Law) and the transactions and/or contracts that continue to be governed by this Agreement and the specific clauses agreed between you and us in relation to such transactions and the specific clauses agreed between you and us in relation to those transactions.
- 92.4 In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of us (other) clients' interests at risk.

Chapter M: Miscellaneous Provisions

93. Assignment

- 93.1 The terms, conditions and obligations of this Agreement shall be binding on the Contracting Parties and their respective associates, successors and assigns and shall be binding on them.
- 93.2 We are entitled to assign our rights and benefits under this Agreement to any associate or subsidiary belonging to our group of companies without prior consent being required.
- 93.3 This Agreement may not be transferred or assigned to any interest or obligation in or under this Agreement without our prior written consent. Any alleged transfer without such consent is deemed to be null and void.
- 93.4 You shall remain jointly and severally responsible for the performance of all the obligations of the transferee's under this Agreement, following such consent to the transfer of any interest or obligation under this Agreement.

94. Time of Essence

- 94.1 In respect of all of your obligations under this Agreement (including, without limitation, those relating to any Transaction and/or Contract), time is essential.

95. Notices

- 95.1 You must ensure that we are able to communicate by telephone , fax or email with you at all times..
- 95.2 Aside from as determined in any case in this Agreement and without preference to any such different arrangements of this Agreement, all notification, announcements, requests, demands, and different interchanges required under, or in any case alluded to in, this Agreement will be recorded as a hard copy and will be adequate for all reasons if by and by conveyed or whenever sent by paid ahead of time "short-term conveyance" through DHL/FEDEX/UPS or some other universally perceived air dispatch or whenever sent by copy with an affirmation duplicate sent via air mail, or whenever sent by email, and regardless routed to the individual Parties at their location set out above or at such different location as such Party may henceforth assign by notice to every one of different Parties as thus gave.
- 95.3 Notices, declarations, requests, requests and other communications under this Agreement shall, if delivered personally in the form specified herein, be deemed to have been given and received and shall be effective when delivered personally.
- 95.4 Whenever sent by email in the structure thus determined, sees, announcements, requests, demands, and different correspondences under this Agreement will be esteemed to have been given and gotten and will be successful when gotten in completely clear structure by the Party to which the notification is tended to, which will be regarded to endless supply of the email transmission except if: (a) such transmission is made on a day which isn't a day (aside from any Saturday or Sunday) on which banks in Saint Vincent and the Grenadines are just getting started (a "Business Day") or on a Business Day however outside normal business hours, in which case the notification will be considered gotten at 9:00 A.M. on the following succeeding Business Day; or (b) the Party to which the notification is tended to then advises the other Party by return mail, wire or copy that the duplicate got is unintelligible in entire or to some degree.
- 95.5 If sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier in the form specified therein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective four (4) calendar days after deposit with such air courier or when actually received, whichever first occurs.

95.6 If sent by facsimile in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the transmission unless: (a) such transmission is made on a day which is not a Business Day or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return telex or facsimile that the copy received is illegible in whole or in part.

95.7 Where notices, declarations, requests, requests and other communications under this Agreement are sent by e-mail in the form specified herein, they shall be deemed to have been given and received and shall be effective when received in a fully legible manner by the Party to which the notice is addressed and shall be deemed to have taken place upon completion of the e-mail transmission, unless: (a) such transmission is insane On the following Business Day; or (b) the Party to which the notice is addressed shall then, by return mail, telex or facsimile, notify the other Party that the received copy is illegible in whole or in part.

95.8 The Parties agree that the delivery to the other Party of any summons, complaint or other process which may be served in any suit, action or other proceeding may be effected by mailing to the other Party by certified or registered mail or by hand-delivery to the other Party of such summons, complaint or other process at the address of the Party referred to above.

95.9 Refusal or other refusal to accept or failure to deliver a notice, summons, complaint or other process referred to in the above shall not affect the effectiveness or the date of delivery of any notice sent in accordance with the foregoing provisions by reason of a changed address to which no proper notice has been given. Any such notice, request or other communication shall be deemed to have been sufficiently delivered, served, sent and received for all purposes at such time as it is delivered to the address (with receipt of return, receipt of delivery, affidavit of the messenger or reply being considered conclusive (but not exclusive) evidence of such delivery) or at such time as the delivery is refused by the addressee.

96. Governing Law and Jurisdiction

96.1 This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent & the Grenadines and, subject to the provisions relating to the resolution of disputes set out below. For our sole benefit, you irrevocably agree that the courts of Saint Vincent & the Grenadines shall have jurisdiction to settle any disputes arising out of or in connection with this Agreement, and that any proceedings may be brought before such courts accordingly.

96.2 However, none of the provisions of this clause shall limit our right to bring proceedings against you or any trader in any other court of competent jurisdiction, nor shall it preclude the taking of proceedings in one or more jurisdictions from taking proceedings in any other jurisdiction, whether or not simultaneously, to the extent permitted by the law of that other jurisdiction.

97. Controlling Language

97.1 This Agreement shall be written and interpreted in English, together with all other agreements and/or documents executed on the basis of this Agreement.

97.2 In the event that this Agreement is translated into a language other than English, in the event of any discrepancy, the English version shall prevail and shall be subject to control.

98. Force Majeure

98.1 We shall not breach this Agreement and shall not be liable or liable in any way for any loss or damage caused by you as a result of any total or partial failure, interruption or delay in the performance of this

Agreement resulting from any act of God, fire, war, civil unrest, labor dispute, act of government, state, governmental or supranational entity or authority, inability to communicate with market makers or liquidity provider for whatever reason, failure of any computer trading system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonableness

98.2 You acknowledge and agree that we may determine, in our reasonable opinion, that a Force Majeure Event exists or is about to occur, and if we determine so, we will inform you as soon as reasonably practicable.

98.3 If we determine that a Force Majeure Event exists or is about to occur, we may take such action (without prejudice to any other rights under this Agreement and at our sole discretion) as we deem necessary or appropriate in the circumstances, taking into account you and your interests, and neither we nor any of our directors, officers, employees, agents or consultants shall be liable for any failure, obstruction or delay in carrying out our obligations under this Agreement or in taking or omitting any action under this subparagraph.

99. No Waiver

99.1 No failure on the part of any Party to exercise or delay on the part of any Party to exercise any right or remedy under this Agreement shall function as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any further or further exercise thereof or any other right or remedy thereof.

99.2 The failure of a Party to enforce any provision of this Agreement at any time shall not affect, in any way whatsoever, the validity of this Agreement or any part thereof, nor the right of that Party to require that provision or any other provision of this Agreement be implemented in the future.

99.3 All of our waivers have to be in writing.

100. Cumulative Remedies

100.1 Any remedy available to either Party for infringement of this Agreement shall be cumulative and may be exercised concurrently or separately, and the choice of such remedy to the exclusion of other remedies shall not be considered to be the exercise of any one remedy.

101. Compliance with Saint Vincent & the Grenadines Rules

101.1 Nothing in this Agreement shall be taken to exclude or restrict our obligations under the Rules of Saint Vincent & the Grenadines or any other applicable laws, rules and/or regulations unless otherwise permitted by the Rules of Saint Vincent & the Grenadines or any other applicable laws, rules and/or regulations.

101.2 In our absolute discretion, we shall be entitled to take any action as we deem necessary to ensure compliance with the Rules of Saint Vincent & the Grenadines or any other Applicable Laws, Rules and/or Regulations and such action shall be binding on you and shall not make us or any of our directors, officers, staff or agents responsible.

102. Exclusion of Third Party Rights

102.1 This Agreement shall be entered into solely for the benefit of the Parties herein and their successors and authorised assigns and intended and/or designated Associates, except as expressly otherwise provided herein.

102.2 No other person may rely on it as the basis for any claim or dispute against one or both of the Contracting Parties, or as evidence of the rights or obligations of one or both of the Contracting Parties in respect of that other person.

102.3 Such an Affiliate shall be deemed to be the intended third party beneficiary of this Agreement to the extent that any term or provision of this Agreement grants or contemplates, permits or requires the performance of and/or any Affiliate of a Party, and such an Affiliate shall cause such an Affiliate to perform each and every such obligation of that Party under this Agreement in accordance with this Agreement.

103. Independent Parties / No Partnership or Joint Venture

103.1 In order to create a joint venture or partnership between the Parties, neither this Agreement nor the performance of any services by either Party hereunder will be construed. You are an independent third party for all purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, and you are not our partner, joint venture partner, or representative agent.

103.2 You will not bind us or attempt to bind us to any contract or agreement.

103.3 As an independent third party, all taxes, with-holdings and other statutory or contractual obligations of any kind are the sole responsibility of you.

104. Counterparts

104.1 This Agreement may be executed in any number of counterparts, each of which constitutes an original when executed and delivered, but all of which together constitute the same document. All counterparts shall collectively constitute a single agreement and no more than one counter-party shall be produced or accounted for in any evidence of this Agreement.

105. Survival

105.1 The arrangements of this Agreement relating to either Party's (a) Representations, Warranties and Covenants, (b) guardian obligations, (c) privacy commitments, (d) affirmations, (e) liabilities and duties, just as (f) Chapters J, K, L and M of this Agreement will endure the lapse of the term as well as the end of this Agreement in any way, shape or form.