



## GENERAL TERMS AND CONDITIONS

Effective from 10.12.2023 until Further Notice

### CLIENT AGREEMENT

This agreement is entered into between **XMR Markets (Pty) Ltd** (hereinafter the “**Company**”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client on the other part.

**XMR Markets (Pty) Ltd** is a company registered under the laws of South Africa, with registration number 2019/241042/07. The Company is authorized and regulated by the Financial Sector Conduct Authority (hereinafter the “**FSCA**”) (<https://www.fsc.co.za>) under license number 46452. The Company is authorized to provide the Services specified in the Account Opening Agreement found on the Company’s website, and operates under the Financial Advisory and Intermediaries Services Act (FAIS Act) (Act 37 of 2002).

The Company acting in its capacity as a Financial Service Provider and in accordance with the Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002) (the “**Law**”) is required to comply with the procedures prescribed in Board Notice 58 of 2010 which amends the General Code of Conduct for Financial Services Providers and Representatives published in Notice 80 of 2003, as amended by Notice 43 of 2008.

**LP Solutions LLC** (hereinafter the “**Principal**”) is a company registered under the laws of Saint Vincent and the Grenadines. It is the principal entity and the counter party to the trades executed on the Trading Platform as set forth in these terms and conditions (hereinafter the “**Agreement**”).

**Grodna Ltd** is a registered company in Cyprus, with registration number HE 438008 and registered address is Nisi 68, Agia Napa, 5330, Famagusta, Cyprus. Grodna Ltd facilitates payments services to XMR Markets (Pty) Ltd.

This Terms and Conditions together with the following documents, as amended, from time to time: “Privacy Policy”, “Complaint Policy”, “Cookie Policy”, “Conflicts of Interest Policy”, “Order Execution Policy”, set out the terms upon which the Company will offer Services to the Client, the rights and obligations of each Party and also include important information which we are required as an authorized Investment Firm to provide to our prospective Clients under Applicable Regulations of the Company. By applying for our services, you are consenting to the terms and conditions of all the above-mentioned documents which form the Agreement and it means that in the event that you are accepted by us as our Client, you and us shall be bound by these terms and conditions. For this reason, you are advised to read all the above - mentioned documents which form the Agreement and any other letters or notices sent by us carefully and make sure that you understand and agree with them before entering into an agreement with us.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Affiliate(s).

## 1. Application

1.1. This Agreement sets out the basis on which the Principal agrees to provide the Investment Services (as defined below). Depending on the service and Financial Instrument, the Principal shall be subject to, among other things, as relevant, to the Applicable Regulations of the Principal and other codes of conduct and/or circulars applicable to the provision of relevant Investment Services (as defined below) issued by the relevant regulatory authority.

1.2. This Agreement is provided to assist the Client in making an informed decision about the Principal, its Investment Services (as defined below) and the risks of the Financial Instruments.

1.3. This Agreement should be read in its entirety in deciding whether:

1.3.1. to buy, sell or to continue to hold any Financial Instrument; and/or

1.3.2. to be provided with the Investment Services.

1.4. This Agreement governs all Investment Services, unless governed by any other agreement, any other services provided by the Principal.

## 2. Services

2.1. The Principal will provide the following services within accordance to the Applicable Regulations of the Principal and the laws of Saint Vincent and the Grenadines for the execution of the Client's orders in relation to the Financial Instruments below:

2.1.1. Contracts for difference on spot FOREX, spot precious metals, cryptocurrencies or any other commodities available for trading, futures and shares;

2.1.2. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash;

2.1.3. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash at the option of one of the parties other than by reason of a default or other termination event.

(the “**Investment Services**”).

2.2. The Principal shall also make appropriate and reasonable arrangements to enable the Client to carry out transactions in the Financial Instruments stated in clause 3.1.

2.3. The Investment Services shall involve Transactions in Financial Instruments not admitted to trading on Regulated Markets or an MTF. By accepting this Agreement, the Client acknowledges that the Client's orders will be executed by the Principal outside a Regulated Market or an MTF.

2.4. The Client acknowledges that the provision of any Investment Services by the Principal does not constitute the provision of financial, investment or other advice.

2.5. The Company will also provide the following services:

2.5.1. The marketing of the Investment Services provided by the Principal to the Client in accordance with the Company's FAIS license.

2.5.2. To act as the collecting agent of the Principal in respect of Client funds.

(the "Intermediary Services").

### 3. Acknowledgement of Risks

3.1. Contracts for differences, options, futures, swaps, forward rate agreements and many other derivatives (including most put options) are leveraged products and involve a high level of risk. It is possible for the Client to lose all his capital invested. Therefore, these products may not be suitable for everyone, and the Client should ensure that he understands the risks involved. The Client should seek independent advice if necessary.

3.2. The Client acknowledges and accepts that, regardless of any information, which may be offered by the Principal, the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments which are contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost.

3.3. The Client acknowledges that he/she were not solicited or recommended to participate in trading with the Principal pursuant to any particular trading system, and that the Client has made inquiries and conducted research sufficient to make an informed investment decision.

3.4. The Client acknowledges and accepts that he/she runs a great risk of incurring losses and damages as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that he/she is willing to undertake this risk.

3.5. The Client acknowledges and accepts that the Principal does not and shall not provide any financial, investment or other advice. Where applicable, any general views expressed to the Client by the Principal (whether orally or in writing) on economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as investment advice or recommendations by the Principal and shall not give rise to any advisory relationship. Each decision by the Client to enter into a CFD or any other trading product offered by the Principal is an independent decision by the Client. The Principal is not acting as an advisor to, or serving as a fiduciary of the Client and the Principal specifically disclaims any such duties.

3.6. The Client confirms that the funds deposited to the Client's Bank Account held with the Company, on behalf of the Principal, are derived from legitimate sources. The Client further acknowledges and confirms that he/she has the financial resources and relevant knowledge to make an informed decision regarding the funding and trading of the account, and that the Client is trading on his/her own behalf and on his/her own accord.

3.7. Before deciding whether to trade, the client should consider that (a) such products are complex and of high risk and is likely to lose all of the invested capital, and (b) the values of the CFDs can widely fluctuate and are extremely volatile and may result in significant losses over a short period of time.

3.8. The Client further understands that the market and pricing of CFDs on Cryptocurrencies is derived from digital decentralized exchanges with non-regulated nature. Consequently, the pricing information provided by such exchanges may substantially differ compared to the pricing of regulated exchanges. As a result, the trading environment and the respective prices are highly unpredictable compared to other financial instruments. The aforesaid exchanges may have different internal policies and rules which are not subject to any regulatory supervision resulting to an uncertain trading environment that can have material adverse effect on the client's capital.

3.9. The trading in CFDs on Cryptocurrencies is not appropriate for all investors and as such, the Client should fully consider whether trading in CFDs on Cryptocurrencies is appropriate for them.

3.10. The preceding paragraph does not constitute investment advice based on the Client's personal circumstances, nor is it a recommendation to enter into any of the services or invest in any Financial Instrument. Where the Client is unclear as to the meaning of any of the above disclosures or warnings, the Client is strongly recommended to seek independent legal or financial advice.

3.11. The Client acknowledges and accepts that there may be risks other than those mentioned in this clause 3.

#### **4. Electronic Systems and Trading**

4.1. The Principal shall provide, or arrange to provide the Client with Access Codes which can be used to access the Electronic Systems. Such access will be used to enter into Transactions or dealings with the Principal. Any such Transactions or dealings shall be carried out on the basis set out in this paragraph and on the basis of any additional agreement which the Principal may enter into with the Client to regulate such activity.

4.2. The Client acknowledges and accepts that the Principal has the right to restrict any access to its Electronic Systems where it deems appropriate, for the smooth operation of its Electronic Systems as well as to protect other clients' and the Principal's own interest. The Client will only be entitled to access the Electronic Systems and enter into dealings for its own internal business use on a non-exclusive, non-transferable basis.

4.3. All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Principal) are owned by the Principal or the Principal's suppliers and will remain the property of the Principal or the Principal's suppliers at all times. The Client will have no right or interest in those intellectual property rights other than the right to access the Electronic Systems. The Client shall not copy, license, sell, transfer, make available the Electronic Systems or information on the Electronic Systems to any other person. The Client shall not remove or alter any copyright notice, or other proprietary or restrictive notice contained in the Electronic Systems.

4.4. The Client acknowledges that in the case of any delay and/or disruption or outage in relation to the Electronic Systems or any electronic communication (including the internet, the Trading Platform or electricity), if the Client wishes to place an order on the Trading Platform, but is unable to do so for the aforementioned reasons, the Client may contact the support department of the Company at Support@xmrmarkets.com and place his verbal instruction to be executed by the Principal. In such circumstances, the Company may also provide the Client with technical support in respect of the Electronic Systems and/or Trading Platform. The Client acknowledges and accepts that the Principal has the right not to accept any verbal instruction, in the case where the Company's personnel are not satisfied of the caller's/Client's identity or in the case where the caller/Client does not provide clear instructions. The Client acknowledges that verbal instructions shall be treated on a first come, first served basis and the Principal bears no responsibility for possible delays in the Principal executing the verbal instruction.

4.5. The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Access Codes to the Electronic Systems, transaction activities, account balances, as well as all other information and all orders. The Client acknowledges that the Principal bears no responsibility in the case that the Access Codes are used in an unauthorized manner by any third party, except where unauthorized use is the result of the Principal's default. The Client is strongly advised not to use any public computer to login with his Access Codes. The Client should always logout from the Electronic Systems. The Client shall ensure that no computer viruses, worms or similar items are introduced through the Electronic Systems to the Principal's computer systems and networks. The Client will be responsible for the installation and proper use of any virus detection software which the Principal may require.

4.6. The Client undertakes to notify the Principal immediately if it comes to his attention that the Client's Electronic System Access Codes are being used unauthorized.

4.7. To the extent permitted by Applicable Regulations of the Principal, the Principal shall not be liable for:

4.7.1. any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and

4.7.2. any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Electronic Systems.

4.8. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using Access Codes.

4.9. If the Client should use a third-party software application to provide trading signals or advice or other trading assistance (an "Expert Advisor") or uses a hosting environment allowing for real-time access to the Client Account, the Principal and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Principal and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service

interruptions by any cause or errors or omissions by the Client. The Client's use of any information obtained by way of an Expert Advisor is at the Client's own risk, and the Principal and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Principal and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Principal and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an "as is" basis and are separate and distinct from the services provided under this Agreement. Where the Principal believes that a Client is using additional functionalities/plugin-ins where it affects the reliability and/or smooth and/or orderly operation of the Electronic Systems the Principal has the right to suspend or terminate the Client's Account.

## **5. Placement and Execution of Orders**

5.1. The Client understands and confirms that all orders received by the Principal from the Client are for execution by the Principal outside a Regulated Market or MTF. The transactions entered into by the Client will be placed and executed in accordance with the Principal's relevant policies.

5.2. The Client can open and close a position via the Trading Platform or by placing orders with the Principal and can add or modify orders by placing "buy limit", "buy stop", "sell limit", "sell stop", "stop loss" and/or "take profit" orders on any Financial Instrument.

5.3. The Client's orders are executed at the Bid and Ask prices that are offered by the Principal. The Client places his instant execution request at the prices he sees on his client terminal and the execution process is initiated. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the current market price may change, during this process. In this event, the Principal has the right to decline the Client's requested price and offer a new quote to the Client, which he can either accept or reject.

5.4. The Client has the right to use a Power of Attorney to authorise a third person (representative) to act on behalf of the Client in all business relationships with the Principal as defined in this Agreement. The Power of Attorney should be provided to the Principal accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney shall be considered valid until the written termination by the Client.

5.5. The Principal shall record telephone conversations, without any prior warning (unless required to give prior warning by Applicable Regulations of the Principal), to ensure that the material terms of a Transaction and/or order placed by the Client and/or any other material information relating to a Transaction are properly recorded. Such records shall be the property of the Principal and shall be accepted by the Client as evidence of his orders or instructions. The Principal may use recordings and/or transcripts thereof for any purpose which it deems desirable. Copy of the records obtained under this clause may be available for a period of five (5) years in total as requested by the relevant regulatory authority.



5.6. The Client acknowledges that the Principal has the right to refuse to accept orders by the Client when they are not clear or during the following cases: opening a position, closing a position, modifying or removing orders.

5.7. In addition, the Client acknowledges that the Principal has the right to refuse to accept any orders for transmission or any other instructions by the Client.

5.8. If any underlying asset of the Financial Instrument becomes subject to possible adjustments as a result of any of the events set out in sub-clause 5.9 below (referred to as "**Corporate Event**"), the Principal will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction (and also the level or size of the corresponding orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying security, to be effective from the date determined by the Principal.

5.9. The events to which sub-clause 5.8 above refers to are any of the following, by the declaration of the issuer of a security:

- 5.9.1. a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalisation or share split or reverse share split or similar event;
- 5.9.2. a distribution to existing holders of the underlying shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
- 5.9.3. any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares;
- 5.9.4. any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares; or
- 5.9.5. any event that is caused by a merger offer made regarding the company of the underlying asset.
- 5.9.6. earnings announcements.

5.10. If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Principal reserves the right to restrict short selling or even withdraw the specific Financial Instrument from the Trading Platform.

5.11. Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Principal's sole discretion and shall be conclusive and binding upon the Client. The Principal shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

5.12. In the case where the Client has any open positions on the ex-dividend day for any of the underlying assets of the Financial Instrument, the Principal has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Principal will inform the Client via the internal mail of the said adjustment and no Client consent will be required.

5.13. The Client acknowledges that orders shall be executed at the bid and ask prices that are offered by the Principal. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the Principal's server, the prices requested by the Client and the current market price may change in the period between the Client placing his order with the Principal executing the order upon receipt. The Client acknowledges that in the case of any communication or technical failure as well as any incorrect reflection, on the quotes feed (i.e. prices to freeze/stop updating or price spikes), the Principal reserves the right not to execute an order or, in cases in which the order was executed, to change the opening and/or closing price of a particular order or to cancel the said executed order.

5.14. Considering the levels of volatility affecting both price and volume, the Principal is constantly seeking to provide client orders with the best execution time reasonably possible under the prevailing market conditions. Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Principal to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount. Conditional upon a client informing the Principal in advance of linked trading accounts with the Principal to be used for a hedging strategy within those accounts (i.e. mirror accounts) the Principal will not consider hedging activity in those mirror accounts as an abusive trading strategy.

5.15. The Principal shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information due to any cause beyond the reasonable control of the Principal. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Principal's server).

5.16. Considering the volume of the Client's order and the current market conditions, the Principal has the right to proceed with partial execution.

5.17. The Principal has the right at its discretion to increase or decrease spreads of Financial Instruments depending on the current market conditions as well as the size of the Client's order.

5.18. The swap rate is mainly dependent on the level of interest rates as well as the Principal's fee for having an open position overnight. The Principal has the discretion to change the level of the



swap rate on each Financial Instrument at any given time. The Client further acknowledges that he is responsible for reviewing the contracts specifications for being updated on the level of swap rate prior to placing any order with the Principal. In addition, the Principal reserves the right to amend the swap values of a specific Client in case of any suspect of a trading abuse.

5.19. The Principal reserves the right, at its discretion, to increase the Swap rate for any Client beyond the levels advised, in the instance where the Client holds a position for a period of 10 calendar days or more.

5.20. The Principal reserves the right to disable and/or enable swap free trading for Client's trading account at any given time. This can occur at times where the Client abuses the Principal's trading conditions/systems or where the Client's trading strategy imposes a threat to the Principal's trading facility or where the Principal deems it necessary in order to protect the smooth operation of the Principal's trading facility. The Client further acknowledges that swap free applies for 10 calendar days only. Therefore, swap free accounts holding a position open for more than 10 calendar days, will be credited or debited swap accordingly.

5.21. All orders are placed in lot sizes. A lot is a unit measuring the Transaction amount and is different per each Financial Instrument. The minimum volume size for all Financial Instruments is 0.01 lot, except for contracts for minimum contract sizes for specific instruments. The Client further acknowledges that he is responsible for reviewing the Contract Specifications for being updated on the level of swap rate and other trading conditions prior to placing any order with the Principal.

5.22. The Client can at any time request the Principal to change his account leverage. The Client acknowledges that the Principal has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event shall be disclosed to the Client by the Principal via its internal mail or by email.

5.23. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels", in which Client Account's leverage may be changed by the Principal based on his deposit amount as well as on the exposure on a single instrument.

5.24. The Principal bears no responsibility when the Client uses additional functionalities/ plug-ins such as "Expert Adviser" or "Trailing Stop" since they depend on the Client terminal. In the case where the Principal suspects that a Client is using additional functionalities/plug-ins where it affects the reliability and/or smooth operation and/or orderly functioning of the Trading Platform the Principal has the right to activate any clause specifically under clause 27.4 and the sub-clauses thereunder.

5.25. The Principal shall have the right to start closing Client's positions starting from the most unprofitable, when the margin level is less than 50%. In the case where the margin level is equal to or less than 20%, then Client's positions are automatically closed, starting from the most unprofitable, at the market price. In case the Client has a zero fixed spread account then the Principal shall have the right to start closing Client's positions starting from the most unprofitable, when the margin level is less than 100%. In the case where the margin level is equal to or less than

80%, then the Client's positions are automatically closed, starting from the most unprofitable, at the market price.

5.26. The Client acknowledges that he is responsible for reviewing the difference between the accounts prior to opening an account and/or placing any order with the Principal.

5.27. The Principal reserves the right to change the Client Account type based on the total deposits made into the Client's account as well as based on the Client's trading account current balance.

5.28. In case where a Client is trading in a way that aims to take advantage of price disparities resulting from rare/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage to the Principal's detriment, either by using additional functionalities/plugin (i.e. Expert Adviser, etc.) or by any other means, then the Principal has the right to activate any clause specifically under clause 24.4.

## **6. Margin and Leverage Levels**

6.1. As a condition of entering into a Transaction, the Principal requires the deposit of Margin to secure the Client's liability to the Principal for any losses which may be incurred in respect of the Transaction. The "Leverage Level" is the ratio of Margin to the market value of the open Transaction position which it secures. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" under the "Trading Conditions" section. Where applicable, the Leverage Level of a Client's Account(s) may be changed by the Principal in its absolute discretion with reference to such matters as the deposit or Margin amount held in the Client Account and the size of credit exposure held on Financial Instrument(s) held in the Client Account(s).

6.2. A margin close out rule on per account basis will apply for Retail Clients. This will standardise the percentage of margin at 50% at which the Principal is required to close out one or more Retail Client's open positions.

6.3. The Principal needs to clarify that the above Leverage Limits and margin close out rule are applicable only to Retail Clients.

6.4. Margin requirements or Leverage Level may be set and varied without prior notice from time to time in the Principal's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened subject to any Leverage/Margin restrictions imposed by Applicable Regulations of the Principal. The Client can request to change his account leverage at any time by contacting the Principal provided that the Client is eligible to a change and considering any leverage restrictions. The Client acknowledges that the Principal has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Principal via its internal mail or by email.

6.5. The Client is obliged to maintain in his Client Bank Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Principal will be entitled to treat any assets deposited with it or with the Company on behalf of the Principal by the Client from time to time (other than

assets deposited for safe custody only) as collateral against the Client's Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

6.6. In the event that there is insufficient Margin in the Client's Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by the Principal it may immediately close or terminate the Client's Transaction and Account without notice. Without prejudice to the generality of the foregoing the Principal shall have the right, but shall not be obliged, to start closing Client's positions starting from the most unprofitable, when the Margin is less than 100% of the Margin or Leverage Level requirement. In the case where the Margin is equal to or less than 50% of the Margin or Leverage Level requirement, then the Client's positions shall be automatically closed, starting from the most unprofitable, at the market price.

6.7. The Client acknowledges that he is responsible for monitoring the Margin on his Account and for reviewing the difference between the accounts prior to opening an account and/or placing any order with the Principal.

6.8. The Principal reserves the right to change the Client Account type based on the total Margin deposits made on the Client's account as well as based on the Client's trading account current balance.

## **7. Market Abuse**

7.1. The usage of the Electronic Systems by the Client for orders or transactions shall not be employed in any manner associated with activities that could be deemed fraudulent, illegal, or indicative of Market Abuse. Moreover, the Client shall refrain from utilizing the Electronic Systems in violation of any relevant regulations. In the context of this Agreement, the term "Market Abuse" pertains to actions involving insider trading, manipulation of the market, scalping or distortion of the market concerning investments, all of which go against the stipulated regulations.

7.2. The Client agrees to acquaint themselves with and adhere to all relevant regulations related to the short sale of securities in the event that the Client intends to carry out a short sale CFD Transaction using a security as a Reference Asset. Furthermore, the client will take measures to ensure that their utilization of the Electronic Systems does not lead to a violation by the principal of any pertinent regulations linked to the short sale of securities, or any stipulations within this Agreement concerning orders or transactions related to short sales.

## **8. Settlement of Transactions**

8.1. The Principal shall proceed to a settlement of all Transactions upon execution of such Transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Financial Instrument or market concerned.

8.2. A statement of account shall be provided by the Principal to the Client on a monthly basis, if the client so requires, within five (5) business days from the end of the previous month. In the case where no Transactions were concluded in the past month, then no statement of account shall be provided. A statement of account or any certification or any confirmation issued by the Principal in relation to any Transaction or other matter shall be final and binding to the Client, unless the Client

files in writing his objection within five (5) business days from the receipt of the said statement of account, certification or confirmation.

8.3. The Client can also obtain a statement of his accounts, as well as confirmation Any transaction carried out through the Trading Platform shall be subject to review. The Principal will address any concerns or inquiries from the Client regarding a completed transaction, but only if written notice is received by the Principal within five (5) business days from the date of said transaction

## **9. Principal's Order Execution Policy**

9.1. The Principal is required to have in place an Order Execution Policy and to take all sufficient steps to obtain the best possible results for its clients ("best execution") when receiving and transmitting orders for execution to the Principal in relation to financial instruments. The Order Execution Policy sets out a general overview on how the Principal will obtain the best possible result when executing Clients' orders by taking into account the criteria and factors stated in the Order Execution Policy, the assessment process prior the selection of an execution venue and the monitoring on a continuous basis of the financial institutions used as a hedging liquidity/price providers. The best possible result will be determined in terms of the total consideration, represented by the price of the contract and the cost related to execution as the main factors. The other execution factors of speed, likelihood of execution size, nature or any other relevant consideration will, in most cases, be secondary to price and cost considerations, unless they would deliver the best possible result for the client in terms of total consideration.

9.2. The Client acknowledges and accepts that he has read and understood the Order Execution Policy. In particular, the client acknowledges that all transactions entered in any particular financial instrument with the Principal are executed outside a Regulated Market or a (MTF) and the client is exposed to a greater risk of a possible default of the counterparty (i.e. the Principal).

## **10. Client Account**

10.1. The Client shall open a Client Account with the Principal in order to conclude any Transaction. This Agreement shall be considered effective upon the first funding of the Client Account, provided that the Principal have sent the Client written confirmation of his acceptance.

10.2. The Client does not intend to use the Client Account for payment to third parties.

10.3. The Client shall not open more than one client profile. If the Client has opened more than one client profile (which is created when the Client registers their personal details, reads and accepts the Terms and Conditions and has had the relevant identity checks successfully completed), the Company reserves the right to disable the client profile(s) in accordance with clause 24 below.

10.4. If the Client has opened more than one Client Account, the Principal shall be authorised to consider and treat these different Client Accounts as a single unit. Among other rights, that the Principal has in the way of handling these Client Accounts is the transferring of funds between Client Accounts to cover possible negative balances, without this affecting in any way the other rights of the Principal.

10.5. Any funds received in a currency for which the Client does not hold a Client Account shall be converted by the Principal into the Client's base currency. The conversion shall be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of the Principal.

## **11. Client Money Handling Rules and Safeguarding of Client's Funds**

11.1. Authorisation granted by the FSCA permits the Company to hold client monies on behalf of the Principal and the Client shall send funds to the Company which are due to the Principal.

11.2. When holding Client's funds on behalf of the Principal, the Company shall take every possible measure to safeguard the funds against the use of Client funds for its own account and shall hold Client's funds in a segregated client bank account.

11.3. Any money received by the Company on behalf of the Principal in respect of a Client's segregated account with the Company shall be treated as "Client Money" in accordance with the FAIS Act, separately agreed with the Principal to transfer full ownership of money to the Principal for the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such as Margin, in which circumstances such money will not be regarded as Client Money. Title transfer collateral arrangements are not used by the Principal with Retail Clients.

11.4. By entering into this Agreement, the Client agrees that the Company or the Principal will not pay the Client interest on Client Money or any other unencumbered funds.

11.5. When holding Client Money on behalf of the Principal, the Company makes adequate arrangements to safeguard the clients' rights and prevent the use of Client Money for its own account. For this purpose, the Company ensures to promptly place any Client money into one or more accounts, denoted as 'clients' segregated accounts which are segregated from the Company's own accounts and opened with any of the following:

(a) a bank or Electronic Money Institution authorized and/or licensed in the EU or a third country and (b) a payment service provider that has been assessed based on specific criteria imposed by the Company and/or approved by the Company's Management.

11.6. Prior to the establishment of a business relationship with a person and/or entity holding Client's Money the Principal will exercise all due skill, care and diligence as per applicable law and regulations by taking into account various parameters including among others the jurisdiction, expertise and market reputation of the person, financial indicators and legal or regulatory requirements. The Principal establishes a relationship with a person that has been assessed and approved by the Company's Management.

11.7. The Client further understands and consents that the Company may hold Client Money on behalf of the Principal with a payment provider or a third party that does not treat such Client Money in accordance with the abovementioned Client Money rules.

11.8. Unless the Client notifies the Principal in writing or otherwise, the Company may, on behalf of the Principal, pass on Client Money or allow another person, such as an exchange, a clearing

house or an intermediate broker, to hold or control Client Money where the Company, on behalf of the Principal, transfers the Client Money (a) for the purposes of a Transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a Transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement the Client gives his consent and authorizes the Company on behalf of the Principal, where applicable, to transfer/hold his funds in one or more segregated client's bank account. The Company or the Principal shall not be liable for the solvency, acts or omissions of any institution with which Client Money are held.

11.9. The third party to whom the Company will pass money, on behalf of the Principal, may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money in which case the Client will not have any claim against a specific sum in a specific account in the event of insolvency. The Company or the Principal does not accept any liability or responsibility for any resulting losses. In general, accounts held with institutions, including omnibus accounts face various risks including the potential risk of being treated as one (1) account in case the institution defaults. Another risk might be that the funds in the Omnibus Account may be exposed to obligations of the Principal connected with the positions of other clients in case the Principal is unable to meet its obligations towards them.

11.10. The Client hereby agrees that, in the event that there has been no movement on the Client's Account balance for a period of at least three years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company or the Principal are unable to trace the Client despite having taken reasonable steps to do so, the Company may, on behalf of the Principal, release any Client Money balances held for or on the Client's behalf, from the Client's account.

11.11. Any Client Account that has been inactive for 90 (ninety) days, including funding or trading, and has an account balance of up to 1 cent (any currency) will be archived and the Company shall have the right, on behalf of the Principal, to deduct this remaining Client Money balance.

## **12. Transfer of Funds**

12.1. The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against money laundering and terrorism financing, on the relevant payment document/s.

12.2. Any amounts transferred by the Client to the Client's Bank Account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's Bank Account providers.

12.3. The Principal has the right to refuse a Client's transferred funds in any of the following cases (this list is not exhaustive):

12.3.1. If the funds are transferred by a third party;

12.3.2. That the person who transferred the funds was not a duly authorized person;

12.3.3. If the transfer violates legislation or Applicable Regulations of the Principal.



12.4. In any of the above cases, the Principal will, via the Company, send back the received funds to the remitter by the same method as they were received and the Client will suffer the relevant Client's Bank Account provider charges.

12.5. The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations (i.e. Free Margin) from the Client's Account without closing the said account.

12.6. Unless the Parties otherwise agree, in writing, any amount payable by the Principal to the Client, shall be transferred directly to the Client's personal account. Fund transfer requests are processed by the Company on behalf of the Principal within the time period specified and the time needed for crediting into the Client's personal account will depend on the Client's Bank Account provider.

12.7. Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Principal reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request, or request further documentation while processing the withdrawal request. Where applicable, the Principal reserves the right, via the Company, to send Client's funds only in the currency as these funds were deposited. Where applicable, if the Principal is not satisfied with any documentation provided by the Client, then the Principal will, via the Company, reverse the withdrawal transaction and deposit the amount back to the Client's Account net of any charges / fees charged by the Client's Bank Account providers.

12.8. Client fund transfer requests will be performed from the Client Portal. The Principal shall take every effort to notify the Client prior to any fund transfer request, of all charges, fees and costs for the said fund transfer.

12.9. The Client acknowledges that in case where a Client's Bank Account is frozen for any given period and for any given reason the Principal assumes no responsibility and Client's funds will also be frozen. Furthermore, the Client acknowledges that he has read and understood the additional information provided on each payment method.

12.10. By accepting this Agreement the Client gives his consent and authorizes the Company on behalf of the Principal, where applicable, to hold deposits of the Client's funds in a segregated Client's Bank Account. The Client also consents that his funds, where applicable, can be deposited in an omnibus account.

### **13. The Principal's Fees**

13.1. For any Investment Services provided to the Client as presented under this Agreement, the Principal is entitled to receive fees from the Client as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. From time to time, the Principal reserves the right to modify the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly.

13.2. The Client agrees that the Principal is entitled to change its fees unilaterally without any consultation or prior consent from the Client.

13.3. The Client will pay the Principal any amount, which he owes, when due, in freely transferable, cleared and available same day funds, in the currency and to the accounts, which will be specified and without making any offset, counterclaim, deduction or withholding, unless the Client is required to do so by law.

13.4. The Principal may deduct its charges from any funds, which it or the Company as the Principal's collecting agent, holds on the Client's behalf. For this purpose, the Company will, on behalf of the Principal, be entitled to combine or make transfers between any of the Client's Accounts. The Company, on behalf of the Principal, has the right to close any open positions of the Client in order to settle any obligations owned by the Client to the Principal.

13.5. The Principal will charge the Client interest on any amounts due, which are not paid, at such a rate as is reasonably determined by the Principal as representing the cost of funding such overdue amounts. Interest will accrue on a daily basis. Furthermore, in the case that the Client fails to make the required deposit within the given deadline, the Principal may also proceed with the sale of Financial Instruments from his trading account(s) without further notice unless otherwise agreed upon by the Principal and the Client. The Principal will then notify the Client of the effected sale orally, via email or by sending a relevant notification via our Trading Platform.

13.6. The Principal may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Regulations. If the Client is required by law to make any deduction or withholding in respect of any payment, the Client agrees to pay such amount to the Principal and this will result in the Principal receiving an amount equal to the full amount which would have been received had no deduction or withholding been required. The Principal may debit amounts due from any of Client's Accounts.

13.7. The Principal is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.

13.8. The Client further acknowledges and agrees that in cases where deposits and withdrawals are conducted on the Client account without any trading activity, the Principal reserves the right to charge an administration fee of 3% of the deposited funds to cover any fees/transaction costs incurred by the Principal and the Company on behalf of the Principal as the collection agent.

13.9. By accepting this Agreement, the Client has read, understood and accepted the "Trading Conditions" in which all related commission, costs and financing fees are explained. The Principal reserves the right to amend at its discretion all such commission, costs and financing fees. It is the Client's responsibility to review the Contracts Specification during the time he is dealing with the Principal as well as prior of placing any orders with the Principal.

#### **14. The Company's Fees and other costs**

14.1. The Company shall not charge the Client for any services provided to the Client under this Agreement but the Company is entitled to receive fees from the Principal in terms of Intermediary Services executed under the Company's agreement with the Principal as well as compensation from

the Principal for the expenses it incurs for the obligations it undertakes during the execution of the said Intermediary Services.

14.2. The Client acknowledges that fees and compensation payable to the Company under this clause 15 shall enhance the quality of the Intermediary Services that the Company offers to the Client.

14.3. The Client agrees that the Company's fees may change unilaterally without any consultation or prior consent from the Client.

## **15. Introduction of Clients from Third Parties**

15.1. The Client may have been recommended by a third party like an Introducing Broker or an Affiliate to the extent permitted by the Applicable Regulations. Based on a written agreement with the Principal, the Principal will pay a fee or commission to the Introducing Broker for the referral as a matter of a quality enhancement of the service offered to the Client.

15.2. The Client acknowledges and agrees that the Principal shall not be responsible or liable for any type of agreement that may exist between the Client and the third party or for any additional costs in relation thereto that may arise as a result of this Agreement.

15.3. The Client acknowledges and agrees that the Introducing Broker is not a representative of the Principal nor is he authorized to provide any guarantees or any promises with respect to the Principal or its services and any advice or personal recommendations given by a third party to the Client regarding his Client Account or Transactions is not given on behalf of the Principal and nor does the Principal accept or assume any responsibility whatsoever for any such advice or recommendations.

15.4. Third parties are explicitly prohibited from providing investment advice to Clients unless where Third Parties are permitted by the Applicable Regulations and laws governing these activities.

## **16. Interest**

16.1. The funds credited to the Client's Account by the Principal shall not bear interest.

16.2. By accepting this Agreement the Client gives his express consent and waives any of his rights to receive any interest earned on his funds held in the bank accounts of the Principal and consents that the Principal will benefit from such interest earned to cover registration /general expenses / charges / fees and interest related to the administration and maintenance of the bank accounts.

## **17. Force Majeure**

17.1. The Principal shall not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond its control, including, without limitation:

- 17.1.1. acts of God, war, fire, flood, pandemic, epidemic, earthquake or other natural disaster;
- 17.1.2. terrorist attack, civil war, threat of or preparation for war, imposition of sanctions, explosions;
- 17.1.3. Postal or other strikes or similar industrial actions or disputes;
- 17.1.4. any law or any action taken by a government or public authority;
- 17.1.5. any breakdown, or interruption of power supply or failure of utility service or of transmission or communication or computer facilities;
- 17.1.6. hacker attacks or other illegal actions against the Principal's electronic Trading Platform or of the equipment of the Principal;
- 17.1.7. the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Principal relates its Quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event
- 17.1.8. the failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations.

17.2. In case such an event occurs and the Principal reasonably believes that Force Majeure exists, the Principal may, without any prior notice to the Client, at any time and without limitations, take any of the following actions:

- 17.2.1. increase margin requirements;
- 17.2.2. determine at its discretion the quotes and spreads that are executable through the Trading Platform; iii. decrease leverage; iv. close out any or all Client's Open Positions at such prices as the Principal considers in good faith to be appropriate; v suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Principal to comply with them;
- 17.2.3. suspend the provision of any or all services of this Agreement;
- 17.2.4. take or omit to take any other actions as is deemed reasonable with regards to the position of the Principal and the Clients.

## **18. Client Complaints**

18.1. The purpose of this Clause is to ensure fair and consistent dealing with Client complaints whilst striving to provide the highest level of customer service.

18.2. The Principal maintains effective and transparent procedures for reasonable and prompt complaint handling for existing and potential clients and keeps records of complaints and measures taken for complaint resolution.

18.3. All complaints are fully investigated and addressed with the Principal's highest capabilities.

18.4. All complaint claims and mediation proceedings shall be conducted in the English language alone.

18.5. Any reason to make a complaint by or on behalf of the Client must be submitted to the Principal via the Company by any of the below available official contact methods:

18.5.1. Via email to the Company Support Department at:  
[support@xmrmarkets.com](mailto:support@xmrmarkets.com).

18.6. In case the complaint is submitted to the Principal by the Client's legal representative on behalf of the Client (hereinafter also referred to as: the 'Attorney', wherever applicable), then the Attorney must present to the Principal a valid, duly signed, and apostilled Power of Attorney (hereinafter also referred to as: the 'POA', wherever applicable).

18.7. Without receiving the POA by the Principal, the Principal shall not start investigating the complaint.

18.8. Both parties (i.e., the Principal and the complainant Client, including the Attorney, if applicable) will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection to this Agreement and/or any service, product, document, agreement, etc. the Principal promotes.

18.9. Without derogating the provisions above, this Clause explicitly sets exclusive jurisdictions to the courts of Kingstown, St. Vincent and the Grenadiers, and Client shall not be entitled to submit any dispute to the courts of their domicile which contradicts said process.

## **19. Conflicts of Interest**

19.1. Under Applicable Regulations, the Principal is required to have arrangements in place to manage conflicts of interest between the Principal and its clients and between clients themselves. The Principal shall maintain and operate effective arrangements with a view to taking all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided, the Principal shall disclose to the Client the nature and source of the conflict. The Principal will, at all times, ensure that clients are treated fairly and with the highest level of integrity and that, their interests are protected.

19.2. The Client acknowledges and accepts that he has read and accepted the "Conflicts of Interest" document.

## **20. Appropriateness**

20.1. When providing the Investment Services, the Company must, prior to any provision of services, request from the Client to provide information regarding the Client's knowledge and experience in the investment field relevant to the Investment Services offered by the Principal in order to assess whether the Investment Service or product is appropriate for the Client.

## **21. Anti- Money Laundering Provisions**

21.1. The Principal is obliged to comply with the Applicable Regulations for preventing and suppressing money laundering activities, and to obtain certain verification documents from Clients before the establishment of a business relationship and/or during the business relationship.

21.2. The Principal may also request the Client to inform the Principal from where the invested funds were obtained / accumulated. This process may require proof of certain documentation.

21.3. The Principal has the right not to carry out orders or instructions received from the Client, and the Principal has the right not to execute orders or carry out instructions received, as long as the Client has not supplied information requested by the Principal. The Principal takes no responsibility for any possible delays where the Client's verification documents are outstanding.

21.4. The Client represents and warrants that the funds invested with the Principal are not the proceeds of a crime with the aim of concealing or disguising the illicit origin of the funds or of aiding any person involved in the commission of the offence of money laundering or terrorist financing.

## **22. Communication between the Client and the Principal**

22.1. Unless otherwise specified and with the exception of orders placed under clauses 5 and / or 6 above, the Client has to send any notice, instruction, request or other communication in writing to the Principal in Saint Vincent and the Grenadines at the Principal's via the Company's email address support@xmrmarkets.com, or any other address specified by the Principal from time to time.

22.2. The Principal may provide information to the Client in paper format or by email to the Client's email address provided during his registration.

22.3. All notices/information provided by the Principal or received from the Client should be in the English language.

## **23. Provision of Information, Data Protection**

23.1. The Client shall promptly provide the Principal with any information which it may request as evidence for the matters referred to in this Agreement or to comply with any Applicable Regulations or otherwise, and shall notify the Principal if there are any material changes to such information.

23.2. The Principal holds or will hold personal data relating to the Client in connection with products and services offered to him. Personal data provided to or obtained by the Principal will be used for the purposes of providing the Client with the products and services he has requested. The Principal has the right without informing the Client to inform any third parties or authorities in regards to the Client's personal information, Transactions or any other information as it may deem necessary in the case where the Client is directly or indirectly involved in fraud.

23.3. The Client acknowledges and accepts that he has read and accepted the "Privacy Policy".

## **24. Termination**

24.1. The Principal or the Client can terminate this Agreement by giving five (5) business days written notice to the other parties (as relevant). During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination period, then the Principal reserves the right to close all of the Client's open positions.



24.2. Upon termination of this Agreement, the Principal shall be entitled, without prior notice of the Client, to cease the access of the Client to the Trading Platform.

24.3. The Principal may terminate this Agreement immediately without giving five (5) business days written notice in the following cases:

24.3.1. Death of the Client;

24.3.2. Any measures of bankruptcy or winding up of the Client are taken;

24.3.3. Such termination is required by any competent regulatory authority or body;

24.3.4. The Client violates any provision of this Agreement or any other Agreement and in the Principal's opinion, this Agreement cannot be implemented;

24.4. The Principal may terminate this Agreement immediately without giving five (5) business days written notice, and the Principal has the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

24.4.1. The Client involves the Company or the Principal directly or indirectly in any type of fraud, in which it places the interests of the Company or the Principal and/or the Company's or Principal's clients and/or other clients at risk prior to terminating this Agreement.

24.4.2. The Principal has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Trading Platform.

24.5. The termination of this Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:

24.5.1. Any pending fees / commissions of the Principal and any other amount payable to the Principal;

24.5.2. Any charges and additional expenses incurred or to be incurred by the

24.5.3. Company or the Principal as a result of the termination of this Agreement;

24.5.4. Any damages which arose during the arrangement or settlement of pending obligations.

24.6. The Principal has the right to subtract all above pending obligations from the Client's Account.

24.7. Upon termination of the Agreement, the Principal shall immediately hand over to the Client the Client's assets (i.e. funds) in its possession, providing that the Principal shall be entitled to keep such a Client's assets as necessary, to pay any pending obligations of the Client.

## 25. General Provisions

25.1. The Client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer his rights or obligations under this Agreement or any interest in this Agreement,

without the Principal's prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.

25.2. If the Client is a partnership, or otherwise comprises of more than one person, his liability under this Agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or the Principal's rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.

25.3. Without prejudice, and to any other rights in which the Principal may be entitled, the Principal may at any time and without notice to the Client off-set any amount (whether actual or contingent, present or future) at any time, owing between the Client and the Principal. The Principal can offset any owned amounts using any account the Client maintains with the Company on behalf of the Principal.

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

25.5. The records the Principal, unless proven to be wrong, shall be the evidence of Client's dealings with the Principal in connection to the Investment and Intermediary Services provided. The Client shall not rely on the Principal to comply with Client's record keeping obligations, although records may be made available to the Client on request at the Principal's discretion. For the avoidance of any doubt, copy of the records obtained may be available for a period of 5 years as required by FAIS Act and 7 years in total inclusive the 2 years' period where requested by the regulatory authority.

25.6. This Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Regulations, the latter shall prevail; (ii) nothing in this Agreement shall exclude or restrict any obligation which the Principal has towards the Client under Applicable Regulations; (iii) the Principal may take or omit to take any action it considers necessary to ensure compliance with any Applicable Regulations and whatever the Principal does or fails to do in order to comply with them shall be binding on the Client;

25.7. This Agreement may be amended from time to time and the Principal shall notify the Client of the relevant amendment or about the updated Agreement either in writing or otherwise. Any changes to this Agreement shall not apply to Transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the Client disagree with the changes, he may terminate this Agreement in accordance with clause 24 above.

## **26. Representations, Warranties and Covenants:**

26.1. On a continuing basis, a Client represents, warrants, covenants and undertakes to the Principal, both in respect of himself and any other person for whom the Client acts as an agent, that:

- 26.1.1. The Client is authorized and has the capacity to enter into this Agreement and any Transactions which may arise under them;
  - 26.1.2. The Client is over 18 years old and is not a resident of a country that is not permitted to conduct business with the Principal and at the time of opening the Client Account and at each occasion that he places an order with the Principal, he is not located in a country that is not permitted to conduct business with the Principal;
  - 26.1.3. The information that he provides on the account opening form (registration process) as well as in any other documentation is true and accurate;
  - 26.1.4. The Client has read and fully understood the entire contents of this Agreement with which he fully accepts and agrees;
  - 26.1.5. The Client acknowledges that the Principal shall not be obliged to inform the Client of any developments or changes in laws, directives, regulations, information and policies from any competent authority;
  - 26.1.6. The Client agrees to direct advertising through cold calling by phone, or personal representation or by e-mail or any other electronic means used by the Principal;
  - 26.1.7. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any Transaction which may arise under them;
  - 26.1.8. Client's performance under any Transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;
  - 26.1.9. This Agreement, each Transaction and the obligations created thereunder are binding on the Client and enforceable against the Client in accordance with their terms and do not violate the terms of any Applicable Regulations;
  - 26.1.10. There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any Transaction which may arise under it or the Client's ability to perform his obligations under this Agreement and/or under any Transaction which may arise under them in any material respect;
  - 26.1.11. The Client shall not enter into any Transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financially and otherwise) those risks;
  - 26.1.12. The Client shall not provide to the Principal any information, which is misleading and all information that the Client provides to the Principal shall be true and accurate in all material respects. The Client shall inform the Principal if his position changes and the information provided to the Principal becomes misleading or does not materially represent his capacity and ability to trade with the Principal;
  - 26.1.13. By entering into this Agreement, the Client acknowledges and understands that, when participating in the Principal's promotions, he will be bound by the terms and conditions of such promotions applicable at the time;
  - 26.1.14. No Event of Default has occurred or is continuing.
- 26.2. The Client will not be allowed to use the Services if the Client is a natural or legal person, having habitual residence, location or the seat of incorporation, in any of the following locations: Afghanistan, Albania, Barbados, Belarus, Burkina Faso, Burma, Cameroon, Cayman Islands, Central African republic, China, Côte d'Ivoire, Croatia, Cuba,

Democratic Republic of Congo, Eritrea, Ethiopia, Gibraltar, Haiti, Iran, Iraq, Jamaica, Jordan, Kyrgyzstan, Lebanon, Liberia, Libya, Mali, Mozambique, Myanmar, Nicaragua, Nigeria, North Korea, Palestinian Territory, Panama, Philippines, Russia, Senegal, Somalia, South Sudan, Syria, Tanzania, Turkey, Uganda, Ukraine, United Arab Emirates, Venezuela, Vietnam, Yemen, Zimbabwe.

## **27. Record Keeping and Call Recording**

27.1. Under Applicable Regulations, the Principal is required to keep documents or data either in hard copy or electronic form including the documents agreed between the Principal and the Client that sets out the rights and obligations of the parties and the other terms on which the Principal will provide services to the Client. The Principal shall be able to retrieve the relevant documents/data without undue delay and present them at any time to the relevant authorities if requested. Furthermore, the Principal will arrange for records to be kept of all services provided and transactions undertaken by it.

27.2. Furthermore, the Principal shall record all telephone conversations and electronic communication with Clients for the provision of any Investment Services as well as other conversations with the Clients irrespective of whether the said orders resulted in a transaction or not.

27.3. The documents shall be kept for a period of at least five (5) years, inclusive of the right of the Competent Authority to request data, which is calculated after the execution of the transactions or the termination of the business relationship.

## **28. Liability and Indemnity**

28.1. The Company and/ or Principal, as the context requires, shall not be liable for any loss, liability or cost suffered or incurred by the Client as a result of providing the Intermediary Services or the Investment Services respectively as described in this Agreement unless the loss, liability or cost is caused by the Company's and/or Principal's, as the context requires, gross negligence, wilful default or fraud committed while acting in accordance with the Client's instructions.

28.2. The Principal shall not be liable for any loss, liability or cost which the Client may suffer or incur as a result of the negligence, wilful default or fraud of any third party (e.g. bank, electronic payment provider, etc.) which it has taken reasonable care in appointing.

28.3. Neither the Company and/or the Principal, as the context requires, nor the directors, officers, servants, agents or representatives of the Company and/or the Principal, as the context requires, shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company and/or the Principal, as the context requires, under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price

is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

28.4. Nothing in this Agreement excludes or limits the liability of the Company and/or the Principal if any such exclusion or limitation is prohibited by any Applicable Regulations.

## 29. Refunds & Returns

29.1. The Clauses, Sections, and Subsections of this Clause were developed for the purpose of reducing financial and legal risks of the Principal, observance of Client right to receive a refund and/or return of their funds (hereinafter also referred to as: 'Withdrawal', wherever applicable), and in counteraction of money-laundering, forgery, and the financing of terrorist activity.

29.2. The Principal adopts a high priority policy in reimbursing its clients whenever a valid amount of money is requested, as long as the Client meets the Principal's withdrawal requirements.

29.3. The Client may submit a withdrawal request through their account on the Principal's Trading Platform, as long as they meet the Principal's withdrawal qualifications. Such qualifications include, but are not limited to:

29.3.1. Being deemed fully KYC compliant as determined by the Principal's Compliance Department and adhering to any additional documentation request or requirement by any third-party institution the Principal may deal with in order to process such a transaction;

29.3.2. Not requesting credited funds, fees, bonuses, or funds given by or owed to the Principal; and

29.3.3. Not requesting funds above the Client's account's capabilities (i.e., not need for margin purposes);

29.3.4. Having no open positions in the account.

29.4. All withdrawal requests are subject to a comprehensive review by the Principal and are liable for cancellation upon the discretion of the Principal.

29.5. Any balance of the Client's money, both deposited funds and profits, not required for margin purposes, can be furnished to the Client as expediently as possible.

29.6. Deposited funds and Profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as one transaction and be returned in the same manner that they were accepted from, at the time of the input of funds, whenever possible.

29.6.1. In some cases—and depending on method used in order to finance the account; profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as a separate transaction

from deposited funds and be sent via the Client's alternative payment method of choice if applicable.

29.6.2. Said return methods can at times be issued back via the credit/debit card used to make the initial deposit (as a single complete transaction), if allowed or required by the third-party remitters the Principal works with.

29.7. Wire transfers can be used for reimbursements as well, however, may incur bank handling fees in addition to any charges assessed by the financial and banking institutions used to process the transfer.

29.7.1. As the Client is liable for all such charges, the final amount received may differ from the original amount requested.

29.8. If needed the Principal may request from the Client alternative payment methods, whenever the Principal is unable to allocate funds back to the original or requested method or for the execution profits.

29.8.1. Such requests will come from the Principal's Support or Compliance Department.

29.8.2. Clients are obligated to respond to such requests to avoid cancellation of their withdrawal requests after a period determined by the Principal's Compliance Department.

29.9. Ultimately, the method through which funds are sent out is at the Principal's discretion.

29.10. Processing times will vary depending on when the request is submitted and how the request is sent out.

29.10.1. Typically, the time frame for a withdrawal to be executed is between 3 to 5 business days; however, said number should not be construed as the norm.

29.10.2. Processing times include the Principal's reviewal of said request, the Principal's own processing time of the request from its systems, as well as processing times from the individual third-party financial remitters and institutions from which they are sent.

29.10.3. Since the third-party financial institutions are the ultimate transmitters of a withdrawal of funds, the Principal is therefore not liable and holds no responsibility nor influence over the processing times of said third-party processors, banks, etc.

29.11. The Principal does not cancel realized commercial transactions from the Client yet reserves the right to return money to the sender, if within ninety (90) consecutive days from the moment of replenishment, activity is not recorded on the trading account (dormant/inactive account).

29.12. The Principal reserves the right that returned funds will be sent through any and all applicable payment systems, including, but not limited to: credit/debit cards, wire transfer, e-wallets or any other payment methods the Principal may employ. Thus, the return of money will be executed on electronic platforms.

29.13. In the event that the Principal classifies the activity of the Client as inappropriate or contradicting to this Agreement, the Principal reserves the right to reject any request of a return of funds, without informing the Client beforehand.



29.14. The Principal reserves the right to block entrance to the Client's account, freeze the current balance of the Client, as well as send money back to the Client, following the payment of all services and commissions.

29.15. The Principal will take all necessary measures to prevent and block both deposit and withdrawal requests by unauthorized third parties from the Client's account. Input and output requests of money from the account can be conducted only by the owner of that particular account.

29.16. The Principal holds the right to cancel, update, and modify any part of this Clause at their sole discretion to ensure legality and productivity.

29.17. For further information regarding the refund and return procedure, please contact us at [support@xmrmarkets.com](mailto:support@xmrmarkets.com)

### **30. Language**

30.1. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

### **31. Applicable and Governing law and jurisdiction**

31.1. This Agreement has been concluded between the Client and the Principal within the jurisdiction of Saint Vincent and the Grenadines.

31.2. This Agreement and all transactional relations between the Client and the Principal are governed by the laws of Saint Vincent and the Grenadines and the competent court for the settlement of any dispute which may arise between them under or in relation to this Agreement shall be the Courts of Saint Vincent and the Grenadines.

31.3. The Client accepts the terms and conditions of this Agreement. In particular, the Client:

- 31.3.1. agrees that he has read and understood "Order Execution Policy";
- 31.3.2. consents to his orders being executed outside a Regulated Market or MTF;
- 31.3.3. agrees that he has read and understood the "Conflict of Interest Management
- 31.3.4. Policy" and
- 31.3.5. agrees that he has read and understood the "Privacy Policy".

### **32. Taxes**

32.1. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder. It is possible that other costs, including taxes, relating to transactions carried out on the Platform may arise for which the Client is liable and which are neither paid via us nor imposed by the Company. Without

derogating from the Client's sole and entire responsibility to account for tax due, it is agreed that the Company may deduct tax, as may be required by the applicable law, with respect to the Client's trading activity on the Platform. The Client is aware that the Company has a right of set-off against any amounts in the Client Account with respect to such tax deductions, and hereby authorizes the Company to withdraw amounts from the Client Account with which to pay such taxes. The Client shall have no claim against the Company with regard to such deductions. The Client further agrees that such deductions may mean that the Margin Requirements are not met.

32.2. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.

## INTERPRETATION OF TERMS

<b>Access Codes</b>	Means any credentials provided by the Principal for accessing the Trading Platform or credentials used by the Client to access the Client Portal;
<b>Applicable Regulations of the Company</b>	Means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules of South Africa in force from time to time, including the FAIS Act, the Financial Intelligence Centre Act 2001, and any regulations which are relevant to the Financial Instruments;
<b>Applicable Regulations of the Principal</b>	Means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time, under the laws and regulations of St. Vincent and the Grenadines, and which are relevant to the Financial Instruments;
<b>Authorized Person</b>	Means an individual duly authorized on behalf of the Client to perform under the Agreement;
<b>Balance</b>	Means the net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from an account;
<b>Base currency</b>	Means the designated currency of the Client Account;
<b>CFD</b>	Means contract for differences;

<b>Client</b>	Means any natural or legal person who registers an account on the Trading Platform and to whom the Principal provides its Investment Services;
<b>Client Account</b>	Means any and all accounts for trading opened by the Client with the Principal;
<b>Client's Bank Account</b>	Means an account held, on behalf of the Principal by the Company, in the name of the Client and/or the name of the Principal on behalf of the Client with a bank or other institution or any electronic payment provider or a credit card processor;
<b>Client Portal</b>	The portal through which the Client can access the Client Account;
<b>Contract Specification</b>	Means the principal contractual terms relating to a Financial Instrument which include such matters as size, price and margin requirements;
<b>Electronic Systems</b>	Means any electronic trading facility offered by the Principal (e.g. MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Client Portal on or through which a Client may send information including prices, orders, bids, offers and executions for the purposes of trading directly with the Principal including any hardware, software and/or communications link;
<b>Equity</b>	Means with respect to a Client's Account the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position) – which can be expressed as follows: Balance +/- Open Positions – Spread - Charges;
<b>FAIS Act</b>	Means the <i>Financial Advisory and Intermediary Services Act, Act 37 of 2002</i> ;
<b>Financial Instruments</b>	Means the financial instruments described in clause 3.1 of this Agreement;
<b>Free Margin</b>	Means the amount of funds in the Client's Account that can be used for trading; Free Margin = Equity – Margin

<b>FSCA</b>	Means the Financial Sector Conduct Authority, whose offices are located at Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria, South Africa (contact telephone no. +27 12 428 8000), and any regulatory body which succeeds to one or more of the functions and/or duties performed by the FSCA as at the date of this Agreement;
<b>General Code</b>	Means the General Code of Conduct for Authorised FSPs and Representatives in terms of the FAIS Act, as amended by Board Notice 43 of 14 May 2008;
<b>Introducing Broker</b>	Means any legal entity or a natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Principal;
<b>Intermediary Services</b>	Means any intermediary services, as defined in section 1 of the FAIS Act and further provided for in this Agreement, in respect of the Principal's products;
<b>Investment Services</b>	Means the investment services described in clause 2.1;
<b>Margin</b>	Means the funds determined by the Principal in its absolute discretion that a Client is required to deposit with the Company, as collecting agent on behalf of the Principal, as collateral to secure the Client's liability for any losses which may be incurred in respect of any Transaction and is required as a condition of entering into and/or maintaining a Transaction with an open position;
<b>MTF (Multilateral Trading Facility)</b>	Means a multilateral system operated by an investment firm or market operator, which brings together buying and selling interests in financial instruments, or allows buyers and sellers of those financial instruments to be brought together, within the system and in accordance with its rules so that a contract is concluded between them;
<b>Power of Attorney</b>	Means the power to authorize a third party to act on behalf of the Client in all the business relationships with the Principal;
<b>Regulated Market</b>	Means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments - in the system and in accordance with its non- discretionary rules - in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorized by a competent

authority as such and functions regularly in accordance with the provisions of the Law;

**Trading Platform**

regulatory authority, the rules of any relevant exchange, and all other applicable laws, regulations and rules in force from time to time, relevant to the Financial Instruments and the performance of this Agreement;

**Transaction**

Means the trading platform set up by the Principal and on which the Client trades Financial Instruments with the Principal; and Means any type of transaction performed by the Principal in the Client's account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.