



## **Xelans Markets Limited**

# **CLIENT AGREEMENT**

**RISK WARNING:** Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs) or other financial derivative products carries a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified.

The prices of leveraged derivative products may change to your disadvantage very quickly, it is possible for you to lose more than your invested capital and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

# CONTENTS

<b>CLIENT AGREEMENT</b>	<b>2</b>
1. INTRODUCTION	2
2. GENERAL INFORMATION	3
3. INTERPRETATION	3
4. REGULATORY MATTERS	4
5. SUSPICIOUS TRADING ACTIVITY	6
6. CHARGES AND PAYMENTS	6
7. RIGHT OF SET-OFF	7
8. TAXES	8
9. MATERIAL INTERESTS AND INFORMATION BARRIERS	8
10. ACCOUNT OPENING	8
11. COMMUNICATIONS	9
12. ACCOUNT PAYMENTS	10
13. ORDERS AND CONFIRMATIONS	12
14. CLIENT MONEY, SAFEGUARDING AND ADMINISTRATION OF ASSETS	13
15. REPRESENTATIONS, WARRANTIES AND COVENANTS	14
16. TERMINATION	15
17. MANIFEST ERRORS	16
18. EXCLUSIONS, LIMITATIONS, AND INDEMNITY	16
19. MISCELLANEOUS	19
20. DATA PROTECTION AND DISCLOSURE OF INFORMATION	22
21. USEFUL CONTACTS	23
22. Schedule 1: Definitions	24
23. Schedule 2: General Risk Disclosure Notice	29
24. Schedule 3: Product Terms for Range Spreads	34
25. Schedule 4: Use of our Website(s) and Trading Platforms	36
26. Schedule 5: Corporate Actions	37
27. SCHEDULE 6 – MARKET DATA	38

## CLIENT AGREEMENT

This document (referred to as "Agreement" or "Client Agreement") is part of a wider agreement between you (also referred to as "our client", "the client", "you" and "yourself") and Xelans Markets Limited (also referred to as "XELANS MARKETS", "we", "us", "our" or "the Company" and sets out the terms and conditions (referred to as "Terms") governing your Account and all trading carried out in your Account with us.

### 1. INTRODUCTION

**In these Terms certain words and expressions that begin with capital letters have the meanings set out in the relevant clause or paragraph in which they appear or as set out in Schedule 1.**

- 1.1 Our Client Agreement consists of several documents and also certain key product information that can be accessed through our Website or our Platform, and specifically comprises:
- (a) This document and its Terms (including the Schedules);
  - (b) Any application that you submit to open an Account (We will notify you of any changes to the Agreement as more fully explained in clause 2.3 and you must ensure that you keep yourself informed of these changes);
  - (c) Additional documents and information available to you from time to time on our Website and through our Platform that provide more details on us and your activities carried on with us which include:
    - Best Execution Policy, which explains certain aspects of how our Platform quotes prices and deals with Orders and Trades;
    - Conflicts of Interest Summary Policy, which explains how we handle conflicts of interests in a manner that treats our clients fairly;
    - Privacy Policy, which explains how we deal with personal information that you provide to us;
    - Risk Warning Notice, which summarizes the key risks involved in Trades;
    - Complaints Procedure, which explains how you may complain about the service you receive and how your complaint will be handled; and,
    - Any instructions, guides, worked examples webinars or videos published or provided by us on our Website and/or Platform on how to enter into and close Trades.
- 1.2 From time to time we may offer new services or products to you (where such services or products are permitted to be provided to you pursuant to applicable Regulations) and any such additional services or products will, in the absence of a separate agreement between you and us, be subject to this Agreement as may be amended from time to time.
- 1.3 If there is any conflict between the Agreement and Applicable Regulations, the Applicable Regulations will prevail. Nothing in the Agreement will exclude or restrict any duty or liability owed by us to you under the Applicable Regulations under which we are not permitted to exclude or restrict.
- 1.4 We assume no greater responsibility or fiduciary duty than that imposed by the Applicable Regulations or the express Terms of this Client Agreement.
- 1.5 For your own benefit and protection, you should take sufficient time to read the Agreement, as well as the additional documents and information available on our Website and through our Platform before you apply to open an Account and/or place any Trades on our available Platforms. This Client Agreement contains important information about your rights and obligations (as well as ours) in relation to the services we agree to provide you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand.
- 1.6 It is our intention that:
- (a) the Agreement contains all the terms and conditions that govern our relationship and your activities carried on with us through our Platform;
  - (b) the Agreement supersedes any prior oral or written representations, arrangements, understandings and/or agreements between you and us which relate to your activities carried on through our Platform; and
  - (c) any acts, omissions, or representations (oral or otherwise) made by you or us (including any of our staff and/or client management team who you have dealings with) shall not amend or take priority over the Agreement.

## **2. GENERAL INFORMATION**

### **2.1 Our Services**

Subject to the Terms of this Client Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the Terms of this Client Agreement, as amended from time to time.

### **2.2 Commencement**

This Client Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Client Agreement by executing the Client Account Application. By executing the Client Account Application, you confirm that you have read, understood and agree to be bound by this Client Agreement with us.

### **2.3 Amendments**

We may amend any part of this Agreement at any time for a valid reason. Any amendments we make must be in accordance with Applicable Regulations. Amendments will be communicated to you via our website. The continued use of our website and services by yourself will be deemed an acceptance of the amendments herein.

2.3.1 If you are not happy with the amendment, you will be free to close your Account and/or terminate the Agreement in accordance with clause 16 of this Client Agreement. During that period, subject to the terms of the Agreement, you will be able to close your open Trades and cancel your pending Orders if you wish. Unless we state otherwise, changes will affect all ongoing business between us and you, including pending Orders.

2.3.2 Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise by us, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen.

## **3. INTERPRETATION**

### **3.1 General Interpretations**

A reference in this Client Agreement to a "Clause" or "Schedule" will be construed as a reference to, respectively, a Clause of or Schedule to this Client Agreement, unless the context requires otherwise. References in this Client Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment. A reference in this Client Agreement to any "Document" will be construed to include any electronic document. References to persons include body corporates, unincorporated associations and partnerships/persons, firms, companies, corporations, governments, states or agencies of a state or any associations or partnerships of two or more such persons (whether or not having separate legal personality). The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases as defined by the Financial Services Commission of Mauritius ('FSC') have the same meanings in this Client Agreement unless expressly defined in this Client Agreement. Any times or deadlines referred to in this Client Agreement, whether by reference to specific hours or otherwise, are based on Mauritian Time (GMT+4).

### **3.2 This Agreement and its Schedules**

The Schedules form part of this Client Agreement. We may from time to time send to you further schedules with respect to a specific Market or class of Financial Instruments or Commodity which will also form part of this Client Agreement.

### **3.3 Headings**

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

### **3.4 Time of Essence**

Time will be of the essence in respect of all obligations of yours under or in connection with this Client Agreement and any transaction.

## 4. REGULATORY MATTERS

### 4.1 Our Regulatory Status

Xelans Markets Limited is a company duly incorporated under the laws of the Republic of Mauritius and regulated by the FSC (Licence No. GB23201934). We are authorized by the FSC to execute orders for clients and manage portfolios of clients. Our registered office is located at 1<sup>st</sup> Floor, Standard Chartered Tower, 19 Cybercity, Ebene, Republic of Mauritius.

### 4.2 Non-Advised Trade Execution

- 4.2.1 We deal with you on an execution-only basis, where any Trades placed by you on our trading Platforms will be transmitted through our Platforms directly to our various Liquidity Providers for execution.
- 4.2.2 We do not provide investment, financial, legal, tax, regulatory or similar advice. We will not make personal recommendations to you or provide you advice on the merits or suitability of purchasing, selling or otherwise dealing in particular investments or executing particular Transactions, their legal, tax, accounting or other consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. Your execution of the Client Account Application acknowledges that it is your decision as to whether to deal in particular investments or execute particular Transactions and that XELANS MARKETS takes no responsibility for the suitability of any Trade placed by you in accordance with your personal circumstances.
- 4.2.3 Any information supplied by or on our behalf should not (and will not be deemed to) be taken to constitute advice to you on the suitability, risks and merits or demerits of any specific Trade.  
You should bear in mind that merely explaining the terms of a Transaction or Financial Instrument or its performance characteristics does not itself amount to advice on the merits of the investment.
- 4.2.4 Any information or other features provided to you on our Website, through our Platform, via e-mail or via telephone, at any training events or otherwise, is generic and must not be treated as advice that is suitable for you or as advice that is based on a consideration of your personal circumstances. Such information and features are provided merely to assist you in exercising your own judgment when trading on our Platform and we are not responsible for any investment decisions that you make.
- 4.2.5 You acknowledge and agree that you are capable of assessing the merits of and understand and accept the nature and risks of Trades entered into under this Agreement, and that you do not and will not rely on advice from us in relation to the merits of any Trade.
- 4.2.6 Your execution and submission of the Client Account Application will be treated as your acknowledgment that you are aware that we deal with you on an execution-only basis and that you have not asked for nor received advice.
- 4.2.7 If you believe that you have been provided with investment advice, you acknowledge that it is given without authority and you should not rely upon it.
- 4.2.8 Where we do provide general trading recommendations, Market commentary or other information, this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or advice. We give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction; Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction.

### 4.3 Complaints or Disputes

- 4.3.1 We maintain a 'Complaints Procedure', which we publish on our Website and which you agree contains the procedures that will govern any client complaints or disputes in connection with the performance of any services. To assist us in resolving your complaint or dispute quickly we recommend that you notify us of your complaint or dispute promptly and in writing, with full details of the relevant complaint or dispute. To

assist us with investigating your complaint, you should keep your own records of the cause of your complaint and details of dates and times of specific issues in relation to your complaint.

#### **4.4 Governing Law and Jurisdiction**

- 4.4.1 A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it under those Rules. Subject to the immediately preceding sentence, this Agreement and all Transactions will be governed by and construed in accordance with the laws of Mauritius.

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

- 4.5.1 This Client Agreement and all Transactions are subject to Applicable Regulations so that:
- (a) If there is any conflict between this Client Agreement and any Applicable Regulations, the latter will prevail; and,
  - (b) We may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.
- 4.5.2 You acknowledge that you are solely responsible for, and that neither XELANS MARKETS nor any of its Affiliates has any responsibility for, your compliance with any laws, Applicable Regulations or rules applicable to your use of the services provided by us under this Client Agreement including, but not limited to, any laws, Applicable Regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

#### **4.6 Risk Disclosures**

- 4.6.1 In Schedule 2, you are provided with a General Risk Disclosure Notice which sets out the particular investment risk of investing in complex financial instruments. Your execution of the Client Account Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the General Risk Disclosure Notice of this Client Agreement and the Risk Warning Notice available on our Website.
- 4.6.2 If there is anything you do not understand it is recommended that you seek professional independent financial and/or legal advice, in particular, regarding the suitability of trading in complex financial instruments in accordance with your knowledge and experience, personal and financial circumstances.
- 4.6.3 You should note, in particular, that trading on Margin involves significant risks and that:
- (a) you can lose more than your Initial Margin and in certain circumstances your losses may be unlimited;
  - (b) if the Market moves against your position or Margin rates are increased there may be insufficient money in your Account to satisfy Margin requirements and we may automatically liquidate any or all of your positions at a loss;
  - (c) XELANS MARKETS does not guarantee the performance of any given Account, Platform nor that will any Account achieve a particular rate of return.

#### **4.7 Conflicts of Interests**

- 4.7.1 We are required to have arrangements in place to manage conflicts of interest between us and our clients as well as between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose (which may be revised or updated from time to time) pursuant to Applicable Regulations in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict.
- 4.7.2 We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you.
- 4.7.3 The relationship between you and us is as described in this Client Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our Affiliates. As a result, we or any of our Affiliates involved in doing business with or for you may act as execution-only brokers and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account.



- 4.7.4 You accept that we and our Affiliates may either:
- (a) have interests which conflict with your interest's, or
  - (b) owe duties which conflict with duties which would otherwise be owed to you, and in either case; or
  - (c) you consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

#### **4.8 Market Abuse**

- 4.8.1 By entering into any Transaction, you are not acting in any way which is intended to or may be considered to be contravening any legislation against insider dealing, market manipulation or any other form of market abuse or market misconduct ("Market Abuse"), nor are you acting with the intention of contravening any other provision of the Act, the FSC Rules, or any other Applicable Regulations.
- 4.8.2 For the purposes of this clause 4.8 you agree that we may proceed on the basis that, when you open or close a Trade with us in a Market, you may be treated as dealing in securities within the meaning of any law, FSC Rule or Applicable Regulations against Market Abuse; and
- 4.8.3 You acknowledge that it would be improper for you to deal in the Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.
- 4.8.4 You acknowledge further that should XELANS MARKETS, after an investigation with or without your knowledge or prior notice to you, determine that you have engaged in activities indicative of market abuse, we will claw back profits made from respective trades.

### **5. SUSPICIOUS TRADING ACTIVITY**

- 5.1 The client agrees not to engage in any suspicious trading activities that constitute conduct whether illegal or otherwise, relating to the use of our trading platform to the detriment of our integrity and effective operation of XELANS MARKETS's trading platform for CFD's, Margin FX and or the underlying Asset to which the Liquidity Provider is contracted. Suspicious trading activities constitute an offense and are a breach of this Client Agreement.
- 5.2 Suspicious trading activities entail, but are not limited to any of the following:
- 5.2.1 entering into Orders or a combination of Orders with the intention of exploiting spreads that are wider than normal during an abnormal period of thin liquidity by scalping with the market or limit Orders.
  - 5.2.2 engaging in Orders that abuse the negative balance protection through opening high leverage trades before the close of weekend, big news, or data releases.
- 5.3 XELANS MARKETS reserves the right to investigate with or without the client's knowledge or consent any suspicious activities relating to the acts or omissions committed by the client whether alone or in concert. Based on the outcome of the investigation XELANS MARKETS will exercise its discretion to terminate the client's trading account immediately and without prior notice and the right to claw back any profits made as a result of suspicious activity and breach of the Client Agreement.

### **6. CHARGES AND PAYMENTS**

#### **6.1 Charges**

- 6.1.1 You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf.
- 6.1.2 We may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with you).
- 6.1.3 We may alternatively agree to charge a Commission or a combination of Commission and mark- up or mark-down.

- 6.1.4 Where your Account was introduced to us by an introducing broker a portion of the charges or Commissions paid by you may be given to the introducing broker.
- 6.1.5 Where the Client fails to withdraw all balance from their account for a minimum period of 6 (six) months after the business relationship has been terminated, XELANS MARKETS reserves the right to charge a US\$10 (or equivalent) inactivity fee every month against existing, remaining, or unclaimed funds for the period thereafter.

## **6.2 Currency Indemnity**

If we receive or recover any amount in respect of an obligation of yours in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it was due.

## **6.3 Incidental Fees**

XELANS MARKETS may charge for incidental banking-related fees such as wire charges for deposits/withdrawals. XELANS MARKETS reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently but may in the future include such things as statement charges, Order cancellation charges, Account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, Market or other regulatory or self-regulatory organization arising out of XELANS MARKETS provision of services hereunder. Client may incur additional fees for the purchase of optional, value-added services offered by XELANS MARKETS.

## **6.4 Conversion of Foreign Currency Amounts**

If you direct XELANS MARKETS to fund Margin from funds denominated in a foreign currency held on your Account, XELANS will be authorized to convert those funds for Margin at a rate of exchange determined by XELANS MARKETS, who will not be liable to you for any loss suffered by you as a result of any such conversion.

## **6.5 Payments and Deliveries Net**

Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver any asset or make any payment to you or both (as the case may be) unless and until we have received from you the appropriate documents and any cleared funds.

## **6.6 Remuneration and Sharing Charges**

We may receive remuneration from or share a percentage of our charges with any Affiliates or third parties who have introduced you to us or in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on written request.

# **7. RIGHT OF SET-OFF**

- 7.1 We may at any time set off, without prior notice to you or any other requirement, any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) you or any of your Affiliates may from time to time owe to us or any of our Affiliates, as reasonably determined by us, against any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Client Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the currency, place of payment or booking office of the obligation) we or any of our Affiliates may then owe to you or any of your Affiliates, as reasonably determined by us.
- 7.2 For the purpose of any cross-currency set-off, we may convert either obligation at the applicable Market exchange rate selected by us on the relevant date.
- 7.3 If the amount of any obligation is unascertained, we may in good faith estimate that amount and set off in respect of the estimate, subject to us accounting to you when the amount of the obligation is ascertained.
- 7.4 Our rights under this clause 6 will be in addition to any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise.



## 8. TAXES

- 8.1 You are responsible for all taxes that may arise as a result of or in connection with a Transaction, whether under current or amended law. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice.
- 8.2 You shall indemnify us and hold us harmless for and against all costs, claims, demands and expenses arising as a result of or in connection with any failure by you to comply with your obligations under clause 7.1.

## 9. MATERIAL INTERESTS AND INFORMATION BARRIERS

### 9.1 Material Interests

- 9.1.1 Your attention is drawn to the fact that when we deal with you or for you, we or an Affiliate or some other person connected with us may have another interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an Affiliate could be:
- 9.1.2 Dealing or quoting prices to the Markets, in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an Affiliate;
- 9.1.3 Matching (e.g. by way of a cross) your Transaction with that of another Client by acting on his behalf as well as yours;
- 9.1.4 Advising and providing other services to Affiliates or other Clients who may have interests in investments underlying assets which conflict with your own.
- 9.1.5 You accept that we and our Affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

### 9.2 No liability to Disclose or Account

We will comply with Applicable Regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, Commission, or other remuneration made or received by reason of any Transaction or any related transaction or position.

### 9.3 Information Barriers

Where necessary we maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you such information.

## 10. ACCOUNT OPENING

### 10.1 You and Your Account

- 10.1.1 An Account must be opened prior to entering into any Transaction with XELANS MARKETS. No Orders can be placed until an Account has been opened and cleared funds received.
- 10.1.2 Without prejudice to the foregoing, if XELANS MARKETS permits you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to XELANS pursuant to this Client Agreement in respect of the Order placed. XELANS MARKETS may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable.
- 10.1.3 You must record information regarding your investment knowledge and experience in the Client Account Application. On the basis of this information and in accordance with the Applicable Regulations, we will use the information we have about you to assess whether or not you have sufficient knowledge and experience to understand the risks involved in trading Forex, Range Spreads, CFDs or other leveraged derivative products on our trading Platforms and subsequently whether an Account is appropriate for you.

- 10.1.4 We may rely on the information that you provide us in your Client Account Application as being correct at all times, unless you notify us otherwise. It is your responsibility to promptly inform us in writing if at any time during your relationship with XELANS MARKETS you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed.
- 10.1.5 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:
- 10.1.5.1 make periodic searches and enquiries about you and any Affiliate at credit reference agencies, and your employers and any other relevant parties (as applicable);
  - 10.1.5.2 disclose information to organizations involved in fraud and AML/CFT prevention; and
  - 10.1.5.3 obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.
- 10.1.6 Any limits for your Account (including any credit limits) may be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us which may, in its sole discretion apply a limit to:
- 10.1.6.1 the size of any Transaction or series of Transactions that you may enter into; and
  - 10.1.6.2 the amount of any loss or liability to which you may be exposed.
- 10.1.7 Account limits do not limit or represent your liability for losses to XELANS MARKETS, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.
- 10.1.8 When your Account is opened you will have access to the Trading Systems enabled by a password which shall be for your personal use only and which you shall keep secret and not disclose to any third party nor allow any third party to use or otherwise gain access to the Trading Systems in your name or on your Account.
- 10.1.9 If we accept your application and open an Account for you, we will confirm this in writing and provide you with details on how to access your Account through our Platform. Please do not attempt to send us any money before we have confirmed that the Account has been opened, as your payment may be rejected.
- 10.1.10 You accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided by XELANS MARKETS, even if such use may be unauthorized or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any Orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.
- 10.1.11 You warrant and agree that any person who is in possession of any password has been authorized by you, and you acknowledge that you will be responsible for any actions on the account associated with the use of its password. You agree to notify XELANS MARKETS immediately should you become aware of any unauthorized use, loss or theft of your username, password or account numbers; or inaccurate information with respect to the content of statements including cash balances, Open Positions or Transaction history.
- 10.1.12 Access to the Trading Platforms are furnished pursuant to a non-exclusive, non-transferable, revocable license and their use is subject to the terms of this Agreement.

## 11. COMMUNICATIONS

### 11.1 Language of Communication

- 11.1.1 All XELANS MARKETS standard documents will be available in English. If a document is translated into another language this will be for convenience purposes only and the English version will prevail.
- 11.1.2 Where we are able and it is commercially reasonable to do so, we will endeavor to provide you with documentation and communications in your choice of language; however, we reserve the right to

communicate with you in English so long as this Agreement is in effect.

## **11.2 Communications in Writing**

- 11.2.1 Where the Agreement or Applicable Regulation requires us to communicate with you 'in writing', we will generally make such communications to you via e-mail, although on certain occasions we may use post if doing so is more appropriate or required under the circumstances or by Applicable Regulations and if we have your postal contact details.
- 11.2.2 Where the Agreement requires you to communicate to us in writing, you can either send us a secure message through our Website's Chat facility (which directs your messages to XELANS MARKETS Support Team), or send us an e-mail from the e-mail address associated with your Account to [support@Xelans.com](mailto:support@Xelans.com) or send us a letter by post, but be aware that messages will reach us quicker if they are sent electronically through Chat or email.
- 11.2.3 You consent to us providing you with information through our Platform, by e-mail and/or by placing information on our Website. You also authorize us to communicate with you by letter, telephone, text message ("SMS") or e-mail, to discuss matters in relation to your Account, at any time whatsoever and agree that we may record all such communications.

## **12. ACCOUNT PAYMENTS**

### **12.1 The Cash Balance of Your Account**

- 12.1.1 Your Account will be credited from time to time with the amount of each payment of Margin, by any potential Realized Profits payable arising as a result of or in connection with a Transaction and any other payment received by us from you pursuant to this Client Agreement.
- 12.1.2 Your Account will be debited from time to time by the amount of each payment made by us to you at your request pursuant to this Client Agreement, by the deduction of our charges and by potential Realized Losses payable arising as a result of or in connection with a Transaction.
- 12.1.3 Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Account and that XELANS MARKETS will not be liable to pay you any such interest.
- 12.1.4 We will only accept deposits from you by BACS, telegraphic transfer, SWIFT and credit or debit card. No cash or pre-paid debit cards not bearing the Client's name will be accepted. Payments may be denominated in UK Pounds Sterling, US Dollars, Euros, or any other currency agreed in advance with us.

### **12.2 Base Currency**

- 12.2.1 You shall designate a base currency for your Account which shall either be UK Pounds Sterling, US Dollars, Euros, or any other currency agreed in advance with us referred to as the "Account Base Currency").
- 12.2.2 Any sums deposited in your Account, if in a Currency other than the Account Base Currency, may be converted to that Account Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us.
- 12.2.3 If any interest costs, Commission, and other charges to be debited to your Account are in a currency other than the Account Base Currency they may be converted to that Account Base Currency at the prevailing conversion rate as designated by us.
- 12.2.4 All payments from your Account will be made on your request in the Account Base Currency unless another currency is agreed in advance between you and us and will be made by BACS transfer, Telegraphic Transfer, SWIFT or, where payments were made by debit or credit card, and it is permitted, transfer of funds to the relevant credit or debit card account. We shall not be obliged to make any payment to you unless your cash balance remaining after making the payment would be sufficient to cover your Margin and any unrealized losses in relation to your open Transactions on your Accounts.

### **12.3 Payment and Withdrawal Conditions**

- 12.3.1 You agree to make payments due to us under this Client Agreement in accordance with the following Terms:
- (a) all electronic or telegraphic transfer or other bank fees in respect of payments by you will be your sole responsibility; and

- (b) any payment made to us will only be treated as received when we receive cleared funds; and
- (c) if any payment is not received by us on the due date for payment, then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgment) at a rate of 1% per month from the date payment was due until the actual date of receipt by us; and
- (d) they are made on your behalf by an authorized and regulated firm referred to as "Authorized Person" and:
  - i. the Authorized Person is appointed by you in relation to the Account and is not acting pursuant to a limited power of attorney; and
  - ii. we have an agreement in place with that Authorized Person; and
  - iii. we have verified the account the payment is made from (where applicable) and undertaken all checks that we in our sole discretion determine are necessary or appropriate in the circumstances to comply with Applicable Regulations; and
- (e) you indemnify us for and hold us harmless against any costs or expenses (including all legal fees and expenses) which we may incur, either before or after the commencement of any legal action, to recover payments due.

12.3.2 We may in our sole and reasonable discretion refuse or delay giving effect to your request for a withdrawal of money from your Account (in whole or in part), including as a result of any request to close that Account, if any of the following apply (or, where applicable, we reasonably consider that they apply):

- (a) on any calendar day, you have already made an exceptionally high number of requests (as determined by XELANS MARKETS) to withdraw money from that Account;
- (b) the money is required:
  - i. to cover any Commission, Realized Losses or net unrealized loss in respect of your Trades on your Account;
  - ii. to ensure that your cash balance is greater than zero on your Account;
- (c) the money may be required to meet a payment obligation on that Account that is due or reasonably likely to fall due within the next five (5) Business Days;
- (d) we need the money to make a deduction or exercise our right of set-off or to cover any other fees or costs payable in respect of that Account in accordance with the Agreement or Applicable Regulations (including, but not limited to, any fees for market data or for tax purposes);
- (e) we are required to do so under Applicable Regulations or we reasonably suspect that there has been a breach of Applicable Regulations;
- (f) there is an unresolved dispute or a potential dispute between us and you in connection with the Agreement, including where you have breached the Agreement, or we know or reasonably suspect that you may breach the Agreement; or
- (g) we know or reasonably suspect that the instruction has been provided by an Authorized Person acting pursuant to a limited power of attorney, and we will (except in some cases where (e) above applies) notify you as soon as reasonably practicable if we decide to refuse or delay giving effect to your request for a withdrawal and such action shall be as a result of any exceptional circumstance.

12.3.3 If your Account has a negative cash value following Account close-out or termination of this Agreement, that negative cash value represents a debt owed to us which at our sole discretion can be due and payable immediately.

12.3.4 Under certain circumstances there may be a delay in processing your payments or withdrawals. Such delay may be due to the time it takes for our systems to process the payments or withdrawals, circumstances outside our control or an issue in relation to your payments or withdrawals that we may be attempting to resolve to comply with Applicable Regulations.

12.3.5 Please note that as part of the measures we take to prevent money laundering and fraud, withdrawals of money from your Account will only be processed by us where the destination for the money being withdrawn is the same as the origin of your payments made, unless (and subject to our prior approval) you have notified us in writing that your payment details have changed. We will only deviate from this policy in exceptional circumstances.

- 12.3.6 In certain exceptional circumstances, you may nominate an individual (your spouse, partner or child aged over 18) and accompanying bank account to fund your Account. This nominated individual will be subject to our usual Anti Money Laundering and anti-fraud checks. Funds from a nominated individual will be processed entirely at the discretion of XELANS MARKETS and we reserve the right to refuse any third-party funding request at our absolute discretion.
- 12.3.7 To make a withdrawal, you must submit a request either in writing, by telephone or by email. Where possible all funds will be returned to the same account, or source, from which they were originally deposited. Charges may apply; please contact [support@Xelansmarkets.com](mailto:support@Xelansmarkets.com) for up-to-date information on the applicable charges.

## 13. ORDERS AND CONFIRMATIONS

### 13.1 Communication of Orders

- 13.1.1 XELANS MARKETS operates a Straight Through Processing (STP) order execution system. Orders for execution of Transactions between you and us are to be given to us electronically through the Trading Systems.
- 13.1.2 We do not accept orders by telephone other than in the circumstances set out in clause 17.1.12. In the case of an emergency, you can close out an Order by talking directly to a broker of XELANS MARKETS only during normal office hours. No message may be left, and no Orders may be closed using answer phone or voicemail facilities or by facsimile.
- 13.1.3 Telephone calls may be recorded for the purposes of fraud prevention and quality control and by agreeing to these Terms you agree to such recordings.
- 13.1.4 Acceptance of your Order will be evidenced by XELANS MARKETS's confirmation of that Order. The validity of any Order shall not, however, be affected by any failure or delay in such Order being confirmed. Acceptance of any Order does not constitute any acknowledgment agreement or representation that your Initial Margin or Margin requirement in respect of the Order or your existing Order is satisfied.

### 13.2 Leverage Requirements

- 13.2.1 Our products are traded on leverage. This means that you can trade using a smaller amount of capital to gain exposure to larger trading positions via the use of borrowed funds, which is also known as margin trading. It can magnify potential profits, but can equally increase losses.
- 13.2.2 You are able to request a different leverage via your Client Area on our Website. However, you should note that leverage is subject to constant review and your leverage will be restricted as per the "leverage bands" stated in your Client Area on our Website.
- 13.2.3 XELANS MARKETS reserves the right, in our sole discretion, and without prior notice, to change your leverage based on the bands, market conditions, Client's trading behavior or volume, and/or for risk management purposes.

### 13.3 Market Liquidity Provider and Market Action

- 13.3.1 If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, in our sole discretion consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you.
- 13.3.2 We reserve the right, in our sole discretion, to change your underlying Liquidity provider to another provider in order to protect against abuse of our systems. Such a change may result in variable spreads being applied to Markets you trade. If the Liquidity Provider is changed, we shall have no requirement to notify you or give you prior warning of the change, conversely, we shall not be obligated to change any Liquidity Provider and may take any other action permitted by the Agreement.

### 13.4 Price

- 13.4.1 XELANS MARKETS makes no warranty, express or implied, that the bid and offer prices quoted on the Trading Systems represent the prevailing Market prices. Our quoted prices may reflect, at our discretion,



Market volatility or additional costs and charges which may result in an increase in the Spread as well as per Transaction or per-lot Commission.

- 13.4.2 Prices quoted for Forex and CFDs on our Platforms, are derived by reference to the price of the underlying Market, which are quoted by our Liquidity Providers whom all orders will be transmitted for execution. To this price may be added XELANS's spread and fees so the price may differ from the exchange or Market makers quotes on the underlying instrument, however XELANS will seek out the best possible consideration on the Underlying Asset.

### **13.5 Limitations**

- 13.5.1 XELANS MARKETS may, at its discretion, refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions.
- 13.5.2 XELANS MARKETS may cancel any instructions previously given by you provided that XELANS MARKETS have not acted on your instructions.
- 13.5.3 Without prejudice to the generality of the foregoing XELANS MARKETS reserves the right to limit the number of Open Positions that Clients may enter or maintain in their Account. XELANS MARKETS reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

### **13.6 Non-regulated Market**

You acknowledge and agree that by executing the Client Account Application that you have given us your prior express consent to execute all Orders on an over the counter ("OTC") basis outside a regulated Market.

### **13.7 Confirmation of Orders and Account Statements**

We may send you confirmations and account statements electronically or provide you with online access to confirmations and account statements stored on your XELANS MARKETS website Account. You must notify us in writing if you wish to receive confirmations in hard copy rather than electronically. Each confirmation will, in the absence of a Manifest Error, be conclusive and binding on you, unless we receive any objection from you in writing within two Business Days of the date of the relevant confirmation or we notify you of an error in the confirmation within the same period.

### **13.8 Intermediate Brokers and Other Agents**

We may, at our sole and absolute discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Affiliate of ours, and may not be in Mauritius. Neither, we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent except in cases of fraud, gross misconduct or willful default. No responsibility will be accepted for intermediate brokers or agents selected by you.

### **13.9 Order Execution Policy**

- 13.9.1 We provide you with price quotes and you may place Orders on the basis of those price quotes. XELANS will take all reasonable steps to obtain the best possible result (or "best execution") on behalf of our clients when we transmit orders to our Liquidity Providers for execution. When selecting the venue on which to transmit Trades, XELANS MARKETS will take reasonable measures to ensure that the selected venue obtains the best possible trading result for you.
- 13.9.2 We operate an Order Execution Policy which forms part of the Agreement. Therefore, by entering into an Agreement with XELANS MARKETS, you are also agreeing to the terms of our Order Execution Policy.

## **14. CLIENT MONEY, SAFEGUARDING AND ADMINISTRATION OF ASSETS**

- 14.1 In accordance with Applicable Regulations, we will treat the money you transfer to us, money paid to us on your behalf or is credited by us to your account, as client money.
- 14.2 Among other things the Applicable Regulations require XELANS MARKETS to hold and segregate client money from its own money using an approved bank. Client money is held in segregated accounts to hold the aggregate of all client money as safeguard to prevent the comingling of XELANS and its clients' assets, minimize the risk of the Client's investments being used by XELANS MARKETS without the Client's agreement

Xelans Markets Limited, is a company incorporated in Mauritius under registration number C198188 and office address at 1<sup>st</sup> Floor, Standard Chartered Tower, 19, CyberCity, Ebene, Republic of Mauritius. Xelans Markets is authorised by the Financial Services Commission of Mauritius under Global License number

or contrary to the Client's wishes or being treated as XELANS MARKETS's assets in the event of its insolvency.

- 14.3 XELANS MARKETS may debit or credit the Client's Account with all sums payable by or to the Client.
- 14.4 Interest will not be payable on credit balances in the Client's Account.
- 14.5 All Clients will have online access to their own Account at all times, detailing their Account balance and the Transactions performed.
- 14.6 Unless the Client has notified the Company in writing to the contrary, XELANS MARKETS may hold Client Money on the Client's behalf in a segregated account located at an approved institution or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located at another approved institution.
- 14.7 We will take reasonable care in the selection of any bank or third-party holding client money under clauses 13.1 and 13.2. We shall not be liable for the solvency, acts or omissions of any bank or other third-party holding client money under clauses 13.1 and 13.2 except as a result of our gross negligence, fraud or willful default.
- 14.8 You acknowledge and agree that you waive any entitlement to receive interest on any money that we hold for you.
- 14.9 At the close of business on each Business Day we carry out reconciliations between money required to be held in the client money bank account(s) and client money that is held in the client money bank account(s) in accordance with Applicable Regulations. Any required transfer to or from the client money bank account in respect of your Account will take place on the following Business Day. We may carry out such reconciliations and transfers more frequently, should we reasonably consider that this is necessary to protect our or your interests.

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

### **15.1 Representations and Warranties**

- 15.1.1 You represent and warrant to us on and as of the date this Client Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:

- (a) if you are an individual, that you are of sound mind, legal age and legal competence;
- (b) regardless of any subsequent determination to the contrary, you are suitable to trade complex products (which are high risk products) such as CFDs, Spread Betting and Rolling Spot Forex Contracts by having the requisite level of knowledge and experience to understand the risks involved with trading such products, as also explained in the General Risk Warning Notice and the product specifications in Schedules 2 and 3.

Additionally, we may at our sole discretion, require you to have either:

- i. certain number of completed Transactions (as determined by XELANS MARKETS) of the type to be executed with XELANS MARKETS under this Agreement for a reasonable period of time (as determined by XELANS MARKETS); or
- ii. you agree to trade on Demo Trading Platforms available to you on the XELANS MARKETS Website.

XELANS MARKETS may, in its sole discretion, decline to permit any real Trades to be affected in your Account until you have, in XELANS MARKETS's sole judgment, satisfactorily traded on the Demo Trading Platform.

- (c) you are willing and financially able to sustain a total loss or more than your invested funds as a result of engaging in trading complex products such as Rolling Spot Forex Contracts and CFDs;
- (d) you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you to lawfully enter into this Agreement and future Transactions and to grant the security interests and powers referred to in this Client Agreement;
- (e) where applicable, the person or the persons entering into this Client Agreement and each

Transaction made by you or on your behalf by an Authorized Person (except under a limited power of attorney) on our Trading Platforms have been duly authorized to do so;

- (f) this Client Agreement, each Transaction and the Terms and obligations created under or in connection with them, including but not limited to any Transactions subsequent to the use of your Access Codes, are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any Applicable Regulations, order, charge, administrative decision, judgment, arbitral award or agreement by which you are bound or which you or any of your assets are subject;
- (g) unless you have informed us otherwise in writing you will at all times act as principal and sole beneficial owner (but not as trustee) in entering into this Client Agreement and performing each Transaction;
- (h) all details supplied on your Client Account Application as well as any other information which you provide or have provided, and you shall keep current to us in respect of your financial position or other matters is accurate, complete and not misleading;
- (i) except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Client Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held; and
- (j) you are solely responsible for ascertaining whether any Transaction entered into under this Client Agreement is lawful under Applicable Regulations of the jurisdiction of your residence or nationality (as applicable).

## 15.2 Covenants

15.2.1 You covenant and agree with us, as follows:

- (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licenses and authorizations to enable you to lawfully perform your obligations under this Client Agreement and each Transaction;
- (b) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default with respect to you or, where applicable, any credit support provider;
- (c) you will promptly notify us if:
  - i. you become aware of any detail supplied on your Client Account Application or any other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or
  - ii. any such detail or information subsequently becomes inaccurate, incomplete or misleading;
- (d) you will at all times use all reasonable steps to comply with all Applicable Regulations in relation to this Client Agreement and any Transaction.

## 16. TERMINATION

- 16.1 You may terminate the Agreement at any time by giving at least 3 Business Days' prior written notice to us.
- 16.2 We may terminate the Agreement at any time by giving at least 10 Business Days' prior written notice to you, except that we may terminate the Agreement immediately if you fail to observe or perform any provision of the Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Account.
- 16.3 Termination will be without prejudice to accrued rights and remedies and the existence and enforceability of any open Transaction, which will remain open until closed in accordance with the Agreement.
- 16.4 At any time after termination of the Agreement, we may, without notice, close out any of your open Transactions.
- 16.5 Upon termination of the Agreement, any and all amounts payable by you to us will become immediately due and payable, including:
  - (a) all outstanding Commissions, fees and other charges;
  - (b) any losses incurred by us as a result of or in connection with such termination; and

- (c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

- 16.6 Any and all provisions that by their terms or nature are intended to apply after termination of this Client Agreement will survive such termination, and each Transaction that is open at the time of termination will continue to be governed by this Client Agreement and any additional understandings or agreements between us in relation to such Transaction, in each case until any and all obligations in respect of such Transactions have been fully performed.

## 17. MANIFEST ERRORS

- 17.1 A "Manifest Error" means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current Market conditions at the time an Order is placed as determined by us.
- 17.2 When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement.
- 17.3 We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.
- 17.4 In respect of any Manifest Error, we may (but will not be obliged to):
- (a) amend the details of each affected Transaction to reflect what we in our sole and absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or
  - (b) declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- 17.5 We will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.

## 18. EXCLUSIONS, LIMITATIONS, AND INDEMNITY

### 18.1 General Exclusion

- 18.1.1 Notwithstanding anything in the Agreement to the contrary but subject to Applicable Regulations, neither we nor any of our Affiliates nor any of our or their directors, officers, employees or agents (collectively, "Protected Persons"), will be liable for any Loss (including any incidental, indirect or consequential Loss), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any other person under or in connection with this Client Agreement, any Transaction or any of our dealings with you (including any Order in respect of a Transaction not accepted by us), and irrespective of whether or not you or any other person have been informed of the possibility of such Loss, in each case except to the extent that such Loss arises directly from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment. Without limiting the generality of the foregoing, under no circumstances will any liability we may have to you extend to any loss of profits, loss of goodwill, loss of business opportunity or reputational damage. The foregoing will not, however, limit our liability for death or personal injury resulting from our negligence.
- 18.1.2 If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:
- (a) be responsible for any loss, damage or cost caused to you by any act, error, delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and
  - (b) except where your inability to communicate with us results from our fraud, willful default or gross negligence, be responsible for any loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.



- 18.1.3 Access to the Trading Platforms is provided "as is" and XELANS MARKETS makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Platforms, their content, any documentation or any hardware or software provided by XELANS MARKETS.
- 18.1.4 Technical difficulties may be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties may lead to possible economic and/or data loss. In no event will XELANS MARKETS or its Affiliates or any of their officers and employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Platforms or otherwise. XELANS MARKETS further reserves the right, in its sole discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair Market price if the Transaction was mispriced because of technical difficulties with the Trading Systems.
- 18.1.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of "arbitrage" and "scalping", or taking advantage of these internet delays, cannot exist in an OTC Market where the client is buying or selling directly from the Market. XELANS MARKETS do not permit the practice of "arbitrage" on the Trading Platforms and considers this improper use or abuse of our Trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. XELANS MARKETS reserves the right to make the necessary corrections or adjustments on the Account involved. XELANS MARKETS may take any action we deem reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilized to exploit technical deficiencies or palpable errors. Accounts that rely on arbitrage strategies may at XELANS's sole discretion be subject to XELANS MARKETS's intervention and XELANS MARKETS's approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by XELANS MARKETS in their sole and absolute discretion.
- 18.1.6 XELANS MARKETS shall have no obligation to contact you to provide advice upon appropriate action in light of changes in Market conditions or otherwise.
- 18.1.7 You agree to indemnify and hold XELANS MARKETS, its Affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred as a result of your breach of this Agreement or in connection with the provision of the services under this Client Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or willful default.
- 18.1.8 Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general Market commentary, and do not constitute investment advice. XELANS MARKETS is not liable for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information. XELANS MARKETS has taken reasonable measures to ensure the accuracy of the information on the Website. The content on this Website is subject to change at any time without notice.
- 18.1.9 You agree not to attempt to abuse our Trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our Trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our Trading Platform.
- 18.1.10 You agree to use only secure software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports data security protocols compatible with protocols used by us. Moreover, you agree to follow our access procedures (Login) that support such protocols.
- 18.1.11 We will not be held responsible in the event of an unauthorized access from third parties to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between you and us and/or any other party using the Internet or other network or electronic mean available.



18.1.12 We are not responsible for any power cuts or failures that prevent the use of our Trading Platforms and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. In the case of such electricity/ communication/ Internet failures, if you wish to place an Order, then the alternative means of communication/placing orders may be by phone. We reserve the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where we are not satisfied of your identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. We further reserve the right to ask you to give instructions regarding your transactions by other means that it deems appropriate.

18.1.13 We shall have no liability for any potential damage you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers you acknowledge that access to electronic systems / Trading Platforms may be limited or unavailable due to such system errors, and that we reserve our right upon notifying you to suspend access to electronic systems / Trading Platforms for this reason.

18.1.14 You further agree that in the case that any Transaction carried out at prices that do not reflect its Market prices, or that is acquired or sold at an abnormally advantageous Price ("Mispricing") due to an undetected programming error, Market or business logic error, bug, defect, error or glitch in our Trading Platforms or Website software or any other reason resulting in Mispricing (for the purpose of this section the "error"), we reserve the right to cancel such Transactions upon notifying you of the nature of the computer error that led to the Mispricing.

XELANS MARKETS bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to clients.

## **18.2 Trading Losses**

For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into such Transactions.

## **18.3 Tax Implications**

Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility for any adverse tax implications of any Transaction.

## **18.4 Changes in the Market**

Without prejudice to any other disclaimer or limitation of liability contained in this Client Agreement, neither we nor any other Protected Person will have any liability or responsibility by reason of any delay in accepting any Order placed by you or executing any Transaction or any change in Market conditions.

## **18.5 Force Majeure**

18.5.1 If XELANS MARKETS shall, in its reasonable opinion, determine that a "Force Majeure Event" occurred; under such circumstances XELANS shall take all reasonable steps in order to inform the Client.

18.5.2 A Force Majeure Event is an event, occurrence or circumstance which will include, but is not limited to, the following:

- (a) an Exceptional Market Event;
- (b) any natural, technological, political, governmental, social, economic event or circumstance that occurred after a Transaction in a Financial Instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction.
- (c) any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly Market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions;
- (d) the suspension or closure of any Market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such Market or on any such event;
- (e) the occurrence of an excessive movement in the level of any Transaction and/or the Market of a Reference Asset or our anticipation (acting reasonably) of the occurrence of such a movement;

- (f) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- (g) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

18.5.3 If we determine that a Force Majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

- (a) increase your Margin requirements; and/or
- (b) close-out all or any of your Open Positions at such price as we reasonably believe to be appropriate; and/or
- (c) suspend or modify the application of all or any of the Sections of this Agreement to the extent that the Force Majeure event makes it impossible or impracticable for us to comply with the Section or Sections in question; and/or
- (d) alter the Last Dealing Time for a particular position and/or
- (e) Increase spreads; and/or
- (f) Decrease spreads; and/or
- (g) Request amendments to any closed positions.

18.5.4 Unless required by Applicable Regulations, XELANS MARKETS is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of XELANS MARKETS.

#### **18.6 Indemnity**

Without prejudice to our rights under this clause, you will pay to us such sums as we may from time to time require in any of your Accounts with us and, on a full indemnity basis, any Losses, taxes, duties, imposts and levies which we or any other Protected Person may incur or suffer in connection with or related to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of any of your obligations under this Client Agreement (including in connection with any Transaction) or the enforcement of any of our rights or remedies under or in connection with this Client Agreement or any Transaction.

#### **18.7 Accounts managed by an Authorized Person**

To the extent that a third-party Authorized Person you have authorized to place any Order or enters into any Transaction on your behalf, you and the Authorized Person will indemnify, protect and hold us and all other Protected Persons harmless from and against any and all Losses resulting from or arising out of any claims made by you against XELANS MARKETS or any other Protected Person.

## **19. MISCELLANEOUS**

#### **19.1 Notices Generally**

19.1.1 Unless otherwise agreed or provided in this Client Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Client Agreement or any Transaction may be verbal or in writing and may be sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details.

19.1.2 All notices, instructions, complaints, disputes and other communications sent or given by you to XELANS MARKETS under or in connection with this Client Agreement or any Transaction must be sent or given in writing to our registered address specified in clause 21 of this Client Agreement (or any other address subsequently notified to you for such purpose), addressed to the attention of our Compliance Department. Such notices, instructions, complaints, disputes and other communications may be sent by email to [support@Xelansmarkets.com](mailto:support@Xelansmarkets.com).

#### **19.2 Receipt of Notices**

19.2.2 Any notice, instruction or other communication sent or given by us will be deemed to have been duly sent or given upon the earlier of (i) actual receipt by you or (ii) the time specified below, as applicable:

- (a) if delivered in person, when left at your last known home or work address;

- (b) if sent or given by leaving a message on a telephone answering machine message or voice mail system, one hour after the message was so left;
- (c) if sent or given by registered post or overnight courier, in the ordinary course of the post or such overnight courier and in any event on the next day (or the third day in the case of international air mail) after posting (excluding Sundays and public holidays);
- (d) if sent or given by e-mail, one hour after sending, provided no "not sent" or "not received" message is received from the relevant e-mail provider.

Any notice, instruction or other communication sent or given by you will be deemed to have been duly sent or given upon actual receipt by us.

### **19.3 Intellectual Property and Confidentiality**

#### **19.3.2 You hereby agree to the following:**

- (a) All copyright, trademark, trade secret and other intellectual property rights in the Trading Platforms shall remain at all times the sole and exclusive property of XELANS MARKETS and/or its third-party service providers and you shall have no right or interest in the Trading Platforms except for the right to access and use the Trading Platforms as specified herein.
- (b) You will protect the confidentiality of XELANS MARKETS and/or its third-party service providers by allowing access to the Trading Platforms only by its employees and agents on a need to access basis.
- (c) You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platforms.
- (d) You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platforms or in the manner in which it operates.

### **19.4 Joint Accounts and/or Trust Accounts.**

- 19.4.2 If more than one natural person executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Client agrees to indemnify, defend, save and hold free and harmless XELANS MARKETS for any liabilities, claims, losses, damages costs and expenses, including attorney's fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorney's fees.
- 19.4.3 If your Account is set up as a joint account, XELANS MARKETS is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. The parties to such joint account shall each be jointly (together) and severally (individually) liable.
- 19.4.4 XELANS MARKETS reserves the right, in accordance with anti-money laundering provisions and other Applicable Regulations, to carry out checks on the identity of all individuals who are part of a joint bank account, where the bank account is to be used for funding your Account and for the purpose of withdrawals from your Account.

### **19.5 Electronic Communications**

- 19.5.2 Subject to Applicable Regulations, any communications between you and us using electronic signatures will be binding to the same extent as if they were in writing. By signing the Client Account Application, you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications might otherwise be required to be made using a durable medium under Applicable Regulations.
- 19.5.3 Without limiting the generality of the foregoing, Orders placed on, or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing in accordance with clause 10. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to your signing the Client Account Application.

### **19.6 Change of Address**

You agree to immediately notify us in writing of any change to your address or other contact details, such notification to be given in accordance with clause 19.

### **19.7 Third party rights**

A person who is not a party to this Agreement has no rights to enforce any Terms of this Agreement.

### **19.8 Assignment**

19.8.2 This Agreement is for the benefit of and binding upon you and us and our respective successors and permitted assigns, and thereby you agree to the following:

- (a) You may not and will not assign, charge or otherwise transfer or encumber, or purport to assign, charge or otherwise transfer or encumber, this Agreement, any rights or obligations hereunder or any interest herein (including any indirect, beneficial, synthetic or economic interest), in each case without XELANS MARKETS's prior written consent (which may be withheld or delayed in the sole and absolute discretion of XELANS MARKETS), and any attempted or purported assignment, charge, transfer or encumbrance in violation of this obligation will be void.
- (b) No assignment, charge, transfer or encumbrance by you will relieve you of any of your obligations or liabilities hereunder.
- (c) We may assign or otherwise transfer this Agreement or any rights or obligations hereunder to any of our Affiliates or to any third party which acquires the business of XELANS MARKETS, without your consent.

### **19.9 Rights and remedies**

19.9.2 The rights and remedies provided or referenced in this Agreement are cumulative and not exclusive of any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise.

19.9.3 We will be under no obligation to exercise any right or remedy at all or in a manner or at a time or in a manner that takes into account your interests or is otherwise beneficial to you.

19.9.4 No failure or delay by us in exercising any of our rights or remedies under or in connection with this Agreement or any Transaction will operate as a waiver of those or any other rights or remedies.

19.9.5 No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

### **19.10 Partial Invalidity**

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

### **19.11 Entire Client Agreement**

This Client Agreement together with the schedules attached constitutes the entire agreement between the parties with respect to the subject matter of this Client Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

### **19.12 Recording of Calls**

19.12.2 We may record telephone conversations between you and us without the use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information are promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

19.12.3 Telephone calls may also be recorded for the purposes of fraud prevention, monitoring, training and quality control in accordance with Applicable Regulations and by agreeing to these Terms of this Client Agreement you agree to such call recordings.

19.12.4 You agree that we may record all telephone conversations and/or any communications by other means between you and us, and use such recordings, or transcripts of such recordings, as well as any e-mails, recorded chat messages or other communications you send to us for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any dispute or anticipated dispute between you and us. We shall retain records of all telephone conversations for the duration required by Applicable Regulations.

### **19.13 Our Records**

- 19.13.2 Our records will be evidence of your dealings with us in connection with our services and your Account, which will be held for a period of time as indicated by Applicable Regulations.
- 19.13.3 You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer.
- 19.13.4 You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

### **19.14 Your records**

- 19.14.2 You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.
- 19.14.3 You agree to keep all information that you hold relating to your Account, including any e-mails and letters and any promotions that we send to you, confidential at all times.

### **19.15 Co-operation for Proceedings**

- 19.15.2 You agree to co-operate with us to the full extent possible in the defense or prosecution of any Proceeding.

## **20. DATA PROTECTION AND DISCLOSURE OF INFORMATION**

- 20.1 XELANS agrees to treat information provided in connection with an application on this Website as confidential. We will provide you with investment and ancillary services on the basis of information provided by you and you represent and warrant that all information given is true and accurate.
- 20.2 By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data) within the meaning of the Data Protection Act 2017 to us, and you consent to the processing of that information by us for the purposes of performing our obligations under this Agreement and administering the relationship between you and us, including the disclosure of the information to Affiliates.
- 20.3 Data may be transferred to and stored and processed in countries which do not offer adequate protection for the purposes of the Data Protection Act for any purpose related to the operation of your Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of our Affiliates who share responsibility for managing your relationship from other offices to view information about you.
- 20.4 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations.
- 20.5 You are entitled to ask us for details of the personal information that we hold about you, the purposes for which they are being or are to be processed, and the recipients or classes of recipients to whom such information is or may be disclosed. If you would like to obtain any such information, please contact us. We may charge a fee (details of which are available upon request) for providing this information to you. If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.
- 20.6 Your personal information may be maintained on computer records and will not be disclosed to other parties except where we shall be entitled to disclose information concerning you or your Account (including without limitation information concerning late payment) and where we are expressly permitted to on a 'need to know' basis:
- (a) Disclose information as required by Applicable Regulations, by the FSC or other regulatory authority; and/or
  - (b) Disclose information to the institution holding client assets, their successors in business, and other institutions with which agreements are entered in order to provide you our services; and/or
  - (c) Disclose to any other person we accept as seeking a reference or credit reference in good faith.



## 21. USEFUL CONTACTS

**Client Support Department**

Email:

[support@Xelansmarkets.com](mailto:support@Xelansmarkets.com)

Telephone: +230 4906000

Address: 1<sup>st</sup> Floor, Standard Chartered Tower, 19 CyberCity, Ebene, Republic of Mauritius



## 22. Schedule 1: Definitions

In this agreement the following words and phrases have the following meanings:

### **Access Codes**

Means the username and password, or any other credentials provided by us to you for accessing your Account and trading through our electronic systems, the security of which is your sole responsibility and the use of which and any damage caused by any act or omission is your sole responsibility.

### **Account**

Means any account of yours opened with us for the purposes of executing Transactions with us in foreign exchange, Commodities, CFDs or other Financial Instruments.

### **Account Base Currency**

Has the meaning set out in clause 11.2.

### **Act**

Means the Mauritius Securities Act 2005.

### **Affiliate**

Affiliate of any person means any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

### **Applicable Regulations**

Means the legislations and Rules set out in, and made under, the Act or any other Rules of a relevant regulatory authority or any other Rules of a relevant Market and all other applicable laws, rules and regulations as in force from time to time.

### **Asset Class**

An asset class is a group of securities that exhibits similar characteristics, behaves similarly in the marketplace and is subject to the same laws and regulations. The traditional main asset classes are equities, or stocks; fixed income, or bonds; however, Derivatives such as Commodities, indices and currencies are also considered as Asset Classes.

### **Authorized Person**

Any one or more person(s) appointed by you and has the required authority, in accordance with clauses 17.7 and 11.3.1 (d), to act and/or give instructions on your behalf in respect of the Agreement and the relevant Account(s).

### **Business Day**

Means a day (other than a Saturday or Sunday) on which banks generally are open for business in Mauritius.

### **Contracts for Difference or CFD**

Means a Transaction the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of a Financial Instrument.

### **Closing Date**

Means the date on which the close-out of an open Transaction is effective.

### **Commission**

Means the commission, fees, charges or other remuneration in connection with a Transaction as disclosed and as notified to you from time to time.

### **Commodity**

Means a commodity offered for trading by XELANS MARKETS.

### **Contract Quantity**

Xelans Markets Limited, is a company incorporated in Mauritius under registration number C198188 and office address at 1<sup>st</sup> Floor, Standard Chartered Tower, 19, CyberCity, Ebene, Republic of Mauritius. Xelans Markets is authorised by the Financial Services Commission of Mauritius under Global License number

Means the number or volume of Reference Asset units to which a Transaction (or Trade) relates.

#### **Client Account Application**

Means the application and other forms supplied by XELANS MARKETS to open your Account.

#### **Derivative**

A derivative is a security with a price that is dependent upon or derived from one or more Underlying Assets. The derivative itself is a contract between two or more parties based upon the asset or assets. Its value is determined by fluctuations in the Underlying Asset. Underlying assets include stocks, bonds, Commodities, currencies and market indexes. In the case of XELANS MARKETS's trading platforms, all Derivatives are traded Over the Counter (OTC) i.e. off an exchange.

#### **Event of Default**

Event of Default means (a) the initiation of proceedings or the appointment of an Insolvency Officer for your bankruptcy (if you are an individual) or for your winding-up or removal from the register of companies or for the appointment of an Insolvency Officer (if you are a company), or (in both cases) if you make an arrangement with your creditors or any other similar or analogous procedure is commenced in respect of you; (b) you are an individual and you die or become of unsound mind; (c) you act in breach of any of your obligations under this Agreement; (d) any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading; (e) any amount due to us is not paid in accordance with this Agreement; and (f) at any time and for any periods deemed reasonable by us where you are not contactable or you do not respond to any notice or correspondence from us.

#### **Exceptional Market Event**

The suspension, closure, liquidation, imposition of limits, special, or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Reference Asset, or where XELANS MARKETS reasonably anticipates any of the above circumstances are about to occur.

#### **Financial Instrument**

It is an investment of the type which includes but is not limited to options, futures, rolling spot forex and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments or financial indices.

#### **FSC**

Means the Financial Services Commission of Mauritius or any successor organization or authority for the time being responsible for the regulation of the financial services industry in Mauritius, which can be contacted through its website: <https://www.fscmauritius.org/en>

#### **FSC Rules**

Means the Rules made by the FSC as in force from time to time.

#### **Insolvency Law**

Means, with respect to any person, any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application in the event of insolvency) applicable to such person.

#### **Insolvency Officer**

Means any trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed pursuant to an Insolvency Law.

#### **Last Dealing Time**

Means the last day and (as the context requires) time before which a Transaction may be dealt in, as notified to you, or otherwise the last day and (as the context requires) time on which a Reference Asset may be dealt in on the relevant Market.

#### **Liquidity Provider**

Means a bank or other financial institution that provides executable bid and offer prices in respect of the relevant Reference Assets on a continuous or regular basis.

**Loss**

Means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel.

**Margin**

Means the required funds available in an Account for the purposes of opening and maintaining an Open Position;

**Margin Call**

Means a demand or request for funds or additional funds to bring your Account balance to Zero (0) or above and to prevent a potential future negative balance on a client's account due to Transactions under this Client Agreement.

**Market**

Means the relevant market where the Underlying Asset of a CFD is traded and includes a Multilateral Trading Facility.

**Market Abuse**

Has the meaning set out in clause 4.8.

**Multilateral Trading Facility (MTF)**

Means a multilateral system operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in Financial Instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract.

**Opening Contract Value**

Means in respect of any Transaction, the Contract Quantity multiplied by the Opening Price.

**Open Position or Open Trade**

Means any long or short position or Trade that has not been closed or expired.

**Opening Price**

Means in respect of any Transaction, the price of the Reference Asset specified in an Order acceptance of which gives rise to that Transaction.

**Order**

Means a request to open or close a Transaction at a price quoted by XELANS MARKETS as appropriate.

**Potential Return**

This is an estimated return calculated by the Range Spreads Platform and there is no guarantee the potential return will be achieved. You can lose all the money you have invested. Only invest money you can afford to lose.

**Price Range**

The difference between the low and high prices for a security or index over a specific time period. Range defines the price spread for a defined period, such as a day or year, and indicates the security's price Volatility. The more volatile the security or index, the wider the range.

**Proceedings**

Means any suit, action or proceeding under or in connection with this Client Agreement or any Transaction, or arising out of any act or omission required or permitted under or in connection with this Client Agreement or any Transaction, in each case whether brought or commenced by either party or a third party.

**Range Spreads**

Meaning a CFD which can be entered into by purchasing Underlying Assets of Asset Classes on the Range Spreads Platform.

**Realized Loss**

Realized profit is profit or negative amount of funds that comes from a completed Trade (i.e. a Trade that has been

closed or expired). Realized profit is usually already deposited into the Client's Account and can be withdrawn from their Account to their bank account.

**Realized Profit**

Realized profit is profit or positive amount of funds that comes from a completed Trade (i.e. a Trade that has been closed or expired). Realized profit is usually already deposited into the Client's Account and can be withdrawn from their Account to their bank account.

**Reference Asset**

Means property of any description or an index or other factor designated in a CFD to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD.

**Reverse stock split**

Reverse stock split is usually used by companies with low share prices that would like to increase these prices to either gain more respectability in the market or to prevent the company from being delisted or taken over by another company.

**Risk Notice**

Means the General Risk Disclosure Notice provided at Schedule 2 in relation to the risks associated with the Products and services provided under this Agreement.

**Rolling Spot Forex Contract Means either of the following:**

- a. a future, other than a future traded or expressed to be as traded on Market, where the property to be sold under the contract is foreign exchange or sterling; or
- b. a CFD where the profit is to be secured or loss avoided by reference to fluctuations in foreign exchange and in either case where the contract is entered into for the purposes of speculation.

**Rules**

Means articles, guidelines, practice notes, directions, rules, regulations, procedures and customs, as in force from time to time.

**Sentiment**

Sentiments are types of indices calculated based on the Prices of other Asset Classes namely currencies, indices and Commodities' price movements.

**Slippage**

Slippage means that the specific price requested by a client is not available when an order is presented for execution so the order is executed as close as practical to the client's requested price which may lead to positive Slippage or negative Slippage.

**Spread**

Means the difference between the lower and higher figures of a quoted two-way price for a Financial Instrument.

**Spread Betting**

Means a bet on the difference between the opening and closing price of a contract, the financial value of which is derived by reference to fluctuations in the price of the Underlying Asset (which may include but is not limited to currency pair, shares, futures, metals, or indices).

**Stock dividend**

A stock dividend is a dividend payment made in the form of additional shares rather than a cash payout.

**Stock split**

Stock split is a decision by a company's board of directors to increase the number of shares that are outstanding by issuing more shares to current shareholders.

**Stop Limit Order**

Means an order placed on the Platform that combines the features of a [Stop Order](#) with those of a Limit order. A



Stop-limit order will be executed at a specified price, or better, after a given Stop price has been reached. Once the Stop price is reached, the Stop-limit order becomes a [limit order](#) to buy or sell at the limit price or better.

**Stop Loss Order**

Stop Loss Order means an instruction to deal in a particular Market if our price in that Market becomes less favourable to you. These orders are commonly used to provide some risk management but are not guaranteed.

**Suspicious Trading Activity**

Means any activity carried out with the intention of exploiting, abusing, or manipulating XELANS's trading platform during an abnormal period of liquidity to the detriment of our integrity whether based on prevailing news, data releases or other.

**Trading Platforms or Platforms or Trading Systems**

Means XELANS's platforms for online trading including Range Spreads and Range Leverage, or the MetaTrader online trading system or any other electronic trading system through which a client may electronically send to XELANS information including prices, bids, offers and executions, as such system may exist from time to time, including without limitation, any hardware, software and/or communications link furnished by XELANS from time to time.

**Transaction or Trade**

Means a transaction in a CFD, Spread Bet, Range Spreads, Range Leverage, or Rolling Spot Forex Contract or any other contractual arrangement entered into between you and us including any transaction liable to Margin, unless otherwise stated.

**Underlying Asset**

An Underlying Asset is the Financial Instrument on which a Derivative's price is based.

**Value Date**

The day that a currency, Commodity or other product would be physically delivered (or payable) if XELANS Limited did not automatically roll over client positions at the end of each Business Day.

**Volatility**

Volatility refers to the amount of uncertainty or risk about the size of changes in a security's value. A higher volatility means that a security's value can potentially be spread out over a larger range of values. This means that the price of the security can change dramatically over a short time period in either direction. A lower volatility means that a security's value does not fluctuate dramatically, but changes in value at a steady pace over a period of time. Forex, CFDs, Spread Bets and currency Options are all exposed to volatility risk and are complex, high risk investments. Losses can exceed deposits.

**Website Means**

[www.Xelansmarkets.com](http://www.Xelansmarkets.com)

## 23. Schedule 2: General Risk Disclosure Notice

### For Complex Products (Forex and CFD Products)

#### 1. Scope of Notice

The General Risk Disclosure Notice ("the Notice") is provided to you on the basis that you are proposing to trade on XELANS MARKETS's trading Platforms in CFDs and Forex, which are leveraged products, incur a high level of risk and can result in the loss of all your invested capital.

It should be noted that the Notice does not contain all the risks and aspects involved in trading Forex and CFDs; therefore, you need to ensure that your decision is made on an informed basis taking into consideration the following points below.

#### 2. General Risk Warning Notice.

Forex and CFDs are leveraged derivative products, which are "complex" products. Complex products are Financial Instruments with structures that make the risks and likelihood of return more difficult to understand, including Platforms giving access to complex products, are also likely to be considered complex. A complex Financial Instrument requires a greater level of experience and knowledge of the underlying risks involved. This includes derivative instruments such as Forex and CFDs.

You should have sufficient knowledge and experience in trading such leveraged derivative products. You should not trade in leveraged derivatives unless you understand the risky nature of the contract you are entering into and the extent of your exposure to risk.

You should also be satisfied that the contract is suitable for you in the light of your personal circumstances and financial position. You should not invest money you cannot afford to lose.

Before deciding to participate in the Forex or CFD Market, you should carefully consider your investment objectives, level of experience and risk appetite. You should seek independent professional financial advice if you are in any doubt.

When trading in Forex and CFDs there is considerable exposure to risk in any off-exchange foreign exchange transaction, including, but not limited to, Leverage risk, credit risk, Market volatility, weekend, holiday and overnight risk, exchange risk and abnormal Market conditions that may substantially affect the price, or liquidity of a currency or currency pair.

#### 3. Leverage Risk

Unlike traditional trading, trading forex and CFDs means that you are able to trade the Markets by paying only a small percentage of the total trade value when opening a position referred to as "Margin".

Due to the leveraged nature of Forex and CFD products, any small Market movement can lead to a proportionally much larger movement in value of your position, which can work against you as well as for you and you could lose all or more than your initial Margin.

As the possibility exists that you could sustain a total loss of or more than your initial margined funds and that the Margin on all open positions must be maintained at the required level in order to keep any position open, you may be required to deposit additional funds to maintain your open position.

If a position moves against you and reduces your balance so that you are below the required Margin level on a particular trade, you will be subject to a "Margin Call" and will have to pay additional money into your account to keep the position open. If you fail to meet any Margin requirements, your position may be liquidated, and you will be responsible for any resulting losses.

To manage exposure, you can employ risk-management strategies such as 'stop-loss' or 'limit' orders, however you must know that such strategies are not guaranteed. It is your responsibility to monitor your account and ensure that the required Margin is available on your account at all times.

XELANS MARKETS may provide leverage ratios dependent on the level of experience of clients. It should be noted that leverage restrictions may apply to certain Products, Platforms and/or jurisdictions, as indicated on the official website of XELANS MARKETS.

It should be noted that XELANS MARKETS may monitor the leverage applied to client's positions, at all times; XELANS MARKETS reserves the right to decrease the leverage depending on the client's trade volume.

There may be specific maximum leverage limits and/or Margin requirements on certain Financial Instruments that are available for trading on our Platforms. For more information, please visit our Website: [www.Xelansmarkets.com](http://www.Xelansmarkets.com)

#### **4. Margin requirement**

You need to ensure that you have sufficient Margin on your Account, at all times, in order to maintain an open position. In addition, you need to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that XELANS MARKETS is not responsible for notifying clients of any such instances.

If the circumstance arises that the total Margin on your account is equal to or falls below 50% (fifty percent) of the account equity, you should consider either closing positions or sending in additional funds to cover your positions. If you do fail to meet the Margin requirements and your account equity reaches 20% (twenty percent) of your required Margin, XELANS MARKETS has the discretion to automatically close the position with the biggest loss or if all positions are in profit, the smallest profit (referred to as "Stop-Out") at Market price until your equity is above the 20% (twenty percent) minimum. This is a risk-mitigating mechanism employed by XELANS MARKETS to attempt to stop your account from falling into a negative balance. However, please note we do not guarantee that your account will not fall into a negative balance, particularly in adverse Market conditions. XELANS MARKETS holds the right to auto close positions once your equity reaches 100% of your required margin and the right to start margin call at 120%.

#### **5. Credit Risk**

When trading CFDs the client is effectively entering into an off-exchange or over-the-counter ("OTC") transaction, this implies that any position opened with XELANS MARKETS cannot be closed with any other entity.

OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC transactions there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).

#### **6. Abnormal Market conditions**

Under abnormal Market conditions, Forex and CFD prices may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by XELANS MARKETS or the client. As a result, XELANS MARKETS may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the losses at the set 'Stop Loss', this can lead to 'Slippage'. This may occur for example during the following scenarios:

- During or when the Market opens; and/or
- During news times; and/or
- During times of Market volatility, for example political uncertainty, where prices may move significantly up or down and away from declared price; and/ or
- If there is insufficient liquidity in the Market for the execution of the specific volume at the declared price.

CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial or trade programs and policies, national, international socioeconomic and political events.

#### **7. Trading Platform conditions**

The client accepts that the only reliable source of price related information is the price quotes represented on the real/live server; this service may be disrupted and as a result price related information may not reach the client.

There are risks associated with utilizing an internet-based trading system including, but not limited to, the failure of hardware, software, and Internet connection. Since XELANS MARKETS does not control signal

power, its reception or routing via Internet, configuration of your equipment or reliability of its connection, XELANS MARKETS will not be responsible for communication failures, distortions or delays when trading via the Internet.

XELANS MARKETS is not responsible for communication failures or delays when trading via the Internet. XELANS MARKETS employs back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is available only in the event of system failure.

## 8. Product descriptions and associated risks

At any one time, not all of the products below will be available for trading purposes. XELANS MARKETS reserves the right to remove the offering of any of the following products from the trading Platforms without prior notice.

- **Rolling Spot Forex**

Rolling spot Forex is both a future where the underlying instrument being traded is foreign exchange or sterling or it is a contract for difference where the profit is secured or a loss is avoided through fluctuations in foreign exchange rates and in either case the contract is entered into for speculative purposes. A rolling spot forex contract can be 'rolled' indefinitely and no currency may be actually delivered until the position is closed. This exposes both parties to fluctuations in the underlying currencies.

- **Spread Bet**

Spread betting is a type of trading that involves taking a bet on the price movement of a security. You would generally be quoted two prices, the bid and offer price (also called the spread), and you bet whether the price of the underlying stock will be lower than the bid or higher than the offer. You will never own the underlying stock in spread betting, as you are simply speculating on the price movement of the stock.

- **Currency or Forex options**

Currency or Forex options are derivative financial instruments that give the right but not the obligation to buy or sell a specific currency, at a specified exchange rate on or before a specific date. You must also realize that when buying options means you could lose the entire option investment should the option expire worthless.

- **Contracts for Difference (CFD)**

A CFD is an agreement to exchange the difference between the opening and closing value of a contract when closed. Rather than buying or selling the underlying instrument on which your contract is based, you simply place a trade on our trading Platform. The price of your CFD will then replicate the price of the underlying asset (without actually owning the underlying product) giving you a profit (or a loss) as the price of the underlying moves, so that the amount of any profit or loss made on a CFD will be equal to the difference between the price of the underlying instrument when the CFD is opened and the price of the underlying instrument when the CFD is closed, multiplied by the number of underlying instruments to which the CFD relates.

CFDs are a way of trading on the upward or downward price movements of traditional financial markets without buying or selling the underlying asset directly. The potential losses associated with the price movements can exceed the total value of the initial margin (and any additional margin funds) you have deposited with us, and you may be obliged to close your positions at the worst possible time.

CFDs are contracts that can be entered into in relation to Commodities or the FTSE-100 index or any other index or share, as well as currency. Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve a contingent liability and you should be aware of the implications of this as set out below.

All these products are types of leveraged derivatives that are used for speculative or hedging investment purposes. Transactions in these products may also have a contingent liability and you should be aware of the implications of this as set out below.

In addition to the General Risk Disclosure Notice contained in this Agreement, you should be aware that margined currency trading is one of the riskiest forms of investment available in the financial Markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange Market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing.

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature.

If you wish to continue with your investment, you acknowledge that the funds you intend to invest is money you can afford to lose and the potential loss of all or more than your investment will not jeopardize your style of living nor will it detract from your future retirement program.

Additionally, you fully understand the nature and risks of trading spot Forex, currency options, CFDs or spread betting investments, and your obligations to others will not be neglected should you suffer financial losses.

**9. Foreign Markets**

Foreign Markets involve different risks from Markets. In some cases risks will be greater. The potential for profit or loss from transactions on foreign Markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy changes in a foreign media, which may substantially and permanently alter the conditions terms, Marketability or price of a foreign currency.

**10. Risk mitigating orders or strategies**

The placing of certain orders (e.g. "Stop Loss" or "Stop Limits" orders) that are intended to limit losses to certain amounts, are not guaranteed. Such strategies may not always be affected because Market conditions or technological limitations may make it impossible to execute such orders.

**11. Prices**

The prices quoted may not necessarily reflect the broader Market. We will select closing prices to be used in determining Margin requirements and in periodically marking to Market the positions in Client accounts. Although we expect that these prices will be reasonably related to those available on what is known as the interbank Market, prices we use may vary from those available to banks and other participants in the interbank Market. Consequently, we may exercise considerable discretion in setting Margin requirements and collecting Margin funds.

**12. Weekend risk**

Various situations, developments or events may arise over a weekend when currency, Commodity and other Markets generally close for trading, that may cause the Markets to open at a significantly different price from where they closed on Friday afternoon. Our Clients will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the Markets are generally closed. There is a substantial risk that stop-loss orders, which are not guaranteed, applied to manage the risk to open positions held over the weekend will be executed at levels significantly worse than their specified price and you may be liable for making good any losses, even if they are unforeseen.

**13. Electronic trading**

The use of electronic trading systems, Platforms and communication networks to facilitate trades. Clients who trade are exposed to risks associated with the system or Platform including the failure of hardware and software system or network down timed access or connection failures.

**14. Contingent liability transactions**

Such transactions are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the Market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so



within the time required, your position may be liquidated at a loss and you will be liable for any resulting deficit. Even if the transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognized or designated investment exchange, may expose you to substantially greater risks.

**15. Collateral**

If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

**16. Commissions**

Before you begin to trade, you should obtain details of all Commissions and other charges for which you will be liable from the XELANS Website or enquire at [support@Xelansmarkets.com](mailto:support@Xelansmarkets.com). If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

**17. Insolvency**

Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash.

You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the above. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.

**18. General**

If you are in any doubt whatsoever about any aspect of the risks involved in the financial instruments noted in this General Risk Disclosure Notice, then we strongly recommend that you seek independent professional help or advice before continuing as your trading strategy may not be suitable or appropriate for you.

Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone so you must ensure that you fully understand the risks before taking up your trading strategy.

## 24. Schedule 3: Product Terms for Range Spreads

When trading Range Spreads, which are Contract for Differences, you can achieve a profit or a loss. Due to the high risk nature of Range Spreads, you can also lose all the money you have deposited. You should only trade with money that you can afford to lose. You should ensure you have sufficient knowledge and experience to understand the risks involved in trading CFDs and seek independent professional financial advice if in any doubt.

This Schedule 3 sets out Terms that apply specifically to Range Spreads on any Account, including those in relation to Trades, prices, rejected Trades, profit and loss, withdrawals and cancellations of Trades, pricing errors and trading hours.

### 1. Range Spreads Contracts

A Range Spreads constitute a Contract for difference investment.

By entering into a Range Spreads, you can speculate on whether the Market price of an Underlying Asset of an Asset Class will rise or fall, which are available to Trade on the Range Spreads Platform and will be within a Price Range during a specific time period.

The Asset Classes available on the Range Spreads Platform are Forex, Commodities, indices and Sentiments and are subject to change at no notice.

### 2. Placing Range Spreads Trades

As a result of Price fluctuations in Underlying Assets of Asset Classes on the Range Spreads Platform over a specified time period, when placing Range Spreads Trades on such Underlying Assets on the Range Spreads Platform, there is no guarantee you will achieve a Potential Return on your Range Spreads.

Clients may place Trades on certain Underlying Assets of Asset Classes through the Range Spreads Platform based on actual Market performance consisting of a finite number of Trade prices. A Range Spreads will be accepted and be entered into when the Trade is executed by our Range Spreads Platform. Our Range Spreads Platform will record all your Trade executions and you can access the relevant information of your executed Trades on the Trade history section of the Range Spreads Platform.

To place a Trade, you are required to establish your Trade specifications on the Range Spreads Platform; the following Trade specification should be established by you; the Asset Class, the Underlying Asset, the investment amount, set a time period in the future from the start time to the expiry time, a maximum Price and a minimum Price – whereupon, during normal trading hours as set out by us from time to time, your trade may provide a Potential Return from zero up to a maximum Potential Return as set out on the Range Spreads Platform when you place your Trade.

When a Trade is placed on the Range Spreads Platform and a Range Spreads is successfully opened, the cost of the Trade will immediately become payable and a corresponding change will be made to the funds available in your relevant Range Spreads Account.

To open a Range Spreads on the Range Spreads Platform, you may open a Range Spreads at the Price quoted by the Platform, at the time of such Trade, you may specify an expiry time at which the resulting Open Position shall be closed with no further intervention by you, unless sold by you prior to the expiry time.

Range Spreads open Trades or Open Positions cannot be transferred to other Range Spreads providers or their Platforms. For full details about our Order Execution Policy, please visit our Website.

### 3. Rejection of Trades

You should be aware that placing a Trade for a Range Spreads does not guarantee that a Range Spreads will be entered into. We cannot guarantee the execution of your Range Spreads in particular during extreme Market conditions or circumstances that are out of our control, which can result in the rejection of your Range Spreads.

Where Trades are placed to enter into a Range Spreads, outside trading hours of the Range Spreads Platform, Trades will be rejected.

If you have not deposited sufficient funds onto the Range Spreads Platform and the amount of your funds is lower than the cost of your desired Trade, the Range Spreads will not be entered into and will be rejected.

#### **4. Profit or Loss**

If the Underlying Asset's Price is below the maximum Potential Price and above the minimum Potential Price (referred to as "In the Range"), during the time period from start time to expiry time (referred to as "During the Range"), which together are referred to as the "Boundaries", a Potential Return can be achieved.

The amount of your Potential Return on your Range Spreads can be calculated as follows:

*Potential Return=*

*The number of available Prices both "In the Range" X the number of Prices "During the Range" divided by the total number of Prices "During the Range"*

You should be aware that the Potential Return is an estimate and there is no guarantee that a Potential Return can be achieved. You should understand the risks involved in trading CFDs which are high risk complex products and only invest money you can afford to lose.

If there are no available prices in the Boundaries of the Range Spreads Platform and prices are only available outside the Boundaries, a Potential Return cannot be achieved, which is referred to as "Out of the Range".

#### **5. Withdrawal or Cancellation of Range Spreads Trades**

If you have placed a Trade on any of the Underlying Assets of available Asset Classes and the Underlying Asset in which you invested is withdrawn by us prior to the expiry time of your Trade for any reason; such as but not limited to insufficient Market liquidity; the money you invested in the Trade of your chosen Underlying Asset is returned to your Account in full without any deductions, charges or increase from the original amount invested.

You can cancel your Range Spreads at any time by selling the Range Spreads at the best available Market price as set out on the Range Spreads Platform, but an open Trade cannot be amended or altered.

#### **6. Pricing Error**

From time to time a pricing error may occur (including circumstances outside our control) which prevents our Range Spreads Platform from determining the Price for a Range Spreads.

If we become aware of a pricing error during the life of the Range Spreads, we may, provided it is fair and reasonable in the circumstances, declare that Range Spreads void and return the funds you invested to your Account.

#### **7. Trading Hours**

Trading hours are as set out on the Range Spreads Platform, as amended from time to time.

## 25. Schedule 4: Use of our Website(s) and Trading Platforms

### License

We grant you a non-exclusive, non-transferable and limited personal non-sublicensable license to access, view and use our Website and Trading Platforms (the "License").

The License is conditional on your continued compliance with the Terms of this Agreement. Upon any use of the Trading Platforms, you acknowledge acceptance of the Terms of this Agreement and in particular those of the License and are entitled to apply for Access details to gain online access to our Trading Platforms or Website, thereby being able to place Orders for Transactions on any Financial Instrument available from us.

You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and Website in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.

You agree to use the information received from our information systems for the sole purpose of executing Transactions inside and within the Website.

You further agree not to use any electronic communication feature of a service on the Website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all intellectual property rights on our Website and Trading Platforms are our property or our licensors' property, and are protected by copyright laws, international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Website. You also agree that you will not obtain any intellectual property rights in, or any right or license to use such materials or the Website, other than as set out in this Agreement.

You also agree not to copy, record, edit, alter or remove any of the materials on our Website and Trading Platforms. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our Website and Platforms.

Images and videos displayed on our Website and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.

Unless expressly stated otherwise, any surrendered materials and/or messages, including ideas, know-how, techniques, marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.

Your agreement to the Terms of this Agreement shall be regarded as authorizing us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes. Such use does not require additional approvals or review by you and will form part of our intellectual property.

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

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the system or software you use to access our Trading Platform.

## 26. Schedule 5: Corporate Actions

### 1. Corporate Actions

- 1.1 A corporate action ("Corporate Action") is any action or event whether temporary or otherwise, in relation to an Underlying Asset of a Product, or in relation to the issuer of an Underlying Asset, which would have an effect on the value, legal characteristics or ability to trade the Underlying Asset or a Derivative based on or referencing such underlying instrument.
- 1.2 A Corporate Action may occur in relation to the Underlying Asset of a Product. If any instrument becomes subject to a Corporate Action (dividend included), we will determine appropriate actions (in our reasonable opinion) to:
  - a) Replicate this in your Order or CFD trade
  - b) Reflect any action taken by counterparties to trades in respect of such Underlying Assets of the Product that we have entered into in order to hedge or offset our exposure to you
  - c) Preserve the economic equivalent of your Order or CFD trade immediately prior to the Corporate Action, which may have consequences on your CFD trade.
- 1.3 We will give you notice of any applicable action that we decide to take as soon as reasonably practical. In some cases, advance notice might not be possible and we will only inform you after the relevant action.

### 2. Dividends

- 2.1 Where applicable (e.g. where an instrument is a stock or a share in respect of which a dividend is paid) a dividend adjustment will be calculated. A dividend adjustment will be calculated for your account in respect of open positions held on the ex-dividend day for the relevant underlying instrument.
  - 2.2 For long positions, the dividend adjustment will generally be a cash adjustment reflecting the amount of the net dividend receivable. For short positions, the dividend adjustment will generally be a cash adjustment payable reflecting the pre-tax dividend amount, unless otherwise agreed.
  - 2.3 Adjustments reflecting dividends will be credited to your Account if you bought (opened a long position) and debited from your Account if you sold (opened a short position)
  - 2.4 Some Markets where we might offer CFDs on shares contain a dividend element which is forecasted by us. In the event that the declared dividend is unusually large, small or cancelled or the ex-dividend date differs from our forecasted ex-dividend date, we reserve the right to make an adjustment to the Accounts to reflect such differences, provided any such adjustment must be fair and reasonable.
  - 2.5 In the event that a dividend provides the clients with a choice (example: to choose between receiving different currencies) we will, usually apply the default option to the Accounts unless otherwise advised.
  - 2.6 In the event that a dividend provides the clients with a choice of cash or stock, we will usually apply the default option to the Accounts unless otherwise advised.
  - 2.7 If you have a guaranteed stop on an instrument that becomes subject to a dividend adjustment, we reserve the right to amend the guaranteed stop price by the size of the dividend adjustment.
3. We will make any relevant adjustment to the Accounts with respect to Corporate Action as soon as reasonably practical for us to do so.
  4. If the underlying Market of a CFD on shares becomes suspended we reserve the right to margin all associated Trades at 100% and value the Market appropriately. This may mean your Trade being either valued at zero or at the last price held in our Market at the time of suspension.
  5. If the underlying market of a CFD on shares becomes delisted we reserve the right to close all Trades associated with that Market at zero.
  6. Please note that shareholders are offered the choice to receive the dividend in cash or in additional new shares of the company (at a discount to market).



## **27. SCHEDULE 6 – MARKET DATA**

### **1. Data Client Minimum Requirements**

1.1 Client shall be liable and responsible for compliance with the Data Client Minimum Requirements at all times.

### **2. Access & Audit**

2.1 Where requested, Client agrees to provide accurate and complete information to XELANS MARKETS, or their appointed agents regarding the Client's access to, and use of, the Data.

### **3 Data**

3.1 The Client acknowledges that XELANS MARKETS may terminate and/or suspend access to the Data immediately in full or in part at any time.

3.2 The Client acknowledges and agrees that we or any appointed agents are not responsible or liable if any such data or information is inaccurate, incomplete or up to date. The Data is provided "AS IS" and on an "AS AVAILABLE" basis. The client further acknowledges that XELANS and any appointed agents are not responsible or liable for any actions that you take or do not take based on such data or information.

3.3 The Client acknowledges and agrees that any such data or information is proprietary to us and any appointed agent and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by Applicable Regulations or as agreed between us.

3.4 The Client hereby acknowledges and agrees that you will pay such market data fees and any applicable Taxes (if applicable, for direct market access for example) associated with your use of an Electronic Trading Service or use of market data as we inform you from time to time.

3.5 The Client shall, where requested, agree to provide accurate and complete information to us and any appointed agent in relation to you and your use or intended use of market data.

3.6 XELANS MARKETS may require you to comply with certain conditions in relation to your use of market data.

3.7 XELANS MARKETS may at its absolute discretion remove your access to market data at any time.

3.8 With any types of Exchange data that you elect to receive via an Electronic Trading Service, you hereby agree to any terms and conditions relating to the redistribution and use of such data that we may provide to you from time to time.

3.9 Some Exchanges require that their Exchange data will not be viewed or accessed by you on more than one System at any one time. You warrant and represent that you will comply with any restrictions that we apply in relation to your access to any Electronic Trading Service and ability to view Exchange data from time to time.