



**CAPITALXTEND**  
SMART INVESTMENT

# Capitalxtend Client Agreement

V1

## INTRODUCTION

- 1.1.** This Client Agreement (“Agreement”) is entered by and between Capitalxtend LLC (hereinafter called “the Company”) and the Client who has completed the on-line registration form with the title “Complete your Profile”.
- 1.2.** Capitalxtend LLC is authorized Saint Vincent And the The Grenadines under the Provision of Investment Services, Limited Liability company act chapter 151 of the revised Laws of Saint Vincent and Grenadines 2009, With Number 365LLC2020 in Saint Vincent and Grenadines, with address Kingstown, Beachmount, Griffith Corporate Centre , Suite 305
- 1.3.** This Client Agreement, the Terms of Business, the Risk Disclosure, the Policy Statement, the Agreement for Market Data Display Services, the Nasdaq Subscriber Agreement and the agreements and policies that can be found in the Policies and Regulations section of the Website (hereinafter all of them referred to as “Operative Agreements”) as amended from time to time, set out the terms upon which CAPITALXTEND LLC will deal with the Client in respect of Financial Instruments. By entering into this Agreement, the Client accepts and consents to the said agreements and policies. The dealings and relations between CAPITALXTEND LLC and the Client are subject to Saint Vincent And the The Grenadines law whether or not the terms of the Operative Agreements are accepted by the Client and will be conducted in the English language unless otherwise agreed with the Client.
- 1.4.** The Operative Agreements shall govern all trading activity of the Client with CAPITALXTEND LLC and should be read carefully by the Client. Amongst other things, they set out those matters

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which CAPITALXTEND LLC is required to disclose to the Client under the Applicable Regulations.

1.5. The defined terms used in this Agreement are set out in Appendix A (“Interpretation of Terms”).

## 2. COMMENCEMENT

2.1. The Operative Agreements will commence on the date on which the relevant identity checks have been completed to CAPITALXTEND LLC’s satisfaction and Client’s Trading Account is being activated as per clause 3.1 below, herein and will continue unless or until terminated by either party in accordance with clause 20.

2.2. This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Financial Instruments.

2.3. CAPITALXTEND LLC is not to be required to (and may be unable to under Applicable Regulations) accept the Client as a Client until all documentation it requires has been received by CAPITALXTEND LLC, properly and fully completed by the Client.

2.4. The Client has no right to cancel the Agreement on the basis that it is a distance contract.

## 3. ACCOUNT ACTIVATION

3.1. The Client’s Trading Account will be activated by CAPITALXTEND LLC as soon as:

- a) CAPITALXTEND LLC has received completed by the Client the on-line registration form with the title “Complete your Profile”; and
- b) the Operative Agreements have been accepted by the Client and in regards to Stock Trading, any subsequent forms and/or agreements; and
- c) relevant identity checks have been completed to CAPITALXTEND LLC’s satisfaction.

3.2. The Corporate Clients’ Trading Account will be activated by CAPITALXTEND LLC as soon as CAPITALXTEND LLC has received a completed signed and dated copy of “Corporate Trading Account Application Form” by the Corporate Client and the Corporate Client read and accepts the Operative Agreements as these can be found in the Website and identity checks have been completed to CAPITALXTEND LLC’s satisfaction.

3.3. CAPITALXTEND LLC has the right to request minimum initial deposit to allow the Client to start using his Trading Account.

## 4. CLASSIFICATION

- 4.1. CAPITALXTEND LLC will treat the Client as a Retail Client, Professional Client or Eligible Counterparty, depending on how the Client completes the “Complete your Profile” Form. The Client is bound by the method of categorization as this method is explained thoroughly in the document under the title “Customer Categorization” as this can be found in the Website, and by accepting these terms and conditions the Client accepts application of such method.
- 4.2. When assessing the Client’s classification and thereafter dealing with the Client, CAPITALXTEND LLC will rely upon the truth, accuracy and completeness of the information provided by the Client in the “Complete your Profile” Form and/or any subsequent forms and/or agreements that will be requested by CAPITALXTEND LLC. The Client expressly consents to CAPITALXTEND LLC using and relying on all such information in making its assessment and its dealings with the Client.
- 4.3. If there is a change in the personal circumstances of the Client, the Client must immediately notify CAPITALXTEND LLC of the change in writing.
- 4.4. CAPITALXTEND LLC may review the Client’s classification from time to time (subject to complying with regulatory requirements) to re-classify the Client if necessary.
- 4.5. The Client will be categorized and treated by CAPITALXTEND LLC as a Retail Client unless otherwise expressly specified by CAPITALXTEND LLC.

## 5. CAPACITY

- 5.1. In relation to any Transaction the Client acts as Principal and not as Agent on behalf of any third party. This means that unless otherwise agreed, CAPITALXTEND LLC will treat the Client as a Client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client.
- 5.2. If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, CAPITALXTEND LLC shall not accept that person as an indirect Client and shall accept no obligation to that person, unless otherwise specifically agreed.
- 5.3. Any person or Agent notified to CAPITALXTEND LLC as being authorized by the Client may give Instructions and Requests to CAPITALXTEND LLC concerning any Transaction, or proposed Transaction, or any other matter.
- 5.4. The Client authorizes CAPITALXTEND LLC to rely and act on any Request, Instruction or other communication received from the Client which purports to have been given by the Client or on behalf of the Client without further enquiry on the part of CAPITALXTEND LLC as to the authenticity, genuineness, authority or identity of the person giving or purporting to give such Request, Instruction or other communication. The Client will be responsible for and will be

bound by all obligations entered into or assumed by CAPITALXTEND LLC on behalf of the Client in consequence of or in connection with such Requests, Instructions or other communications.

- 5.5.** Unless CAPITALXTEND LLC receives a written notification from the Client for the termination of the authorization of the person described in clause 5.3., CAPITALXTEND LLC will continue accepting Requests, Instructions or other communication given by such person on the Client's behalf and the Client will recognize such as valid and committing to him.
- 5.6.** The written notification of clause 5.5. for the termination of the authorization to a third party has to be received by CAPITALXTEND LLC with at least five (5) Business Days' notice prior the termination date.
- 5.7.** In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), CAPITALXTEND LLC will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party (appointed under clause 5.3. above) in relation to the Client's Trading Account and/or Client Money and CAPITALXTEND LLC will stop accepting Requests, Instruction or other communications given from the account of the Client upon CAPITALXTEND LLC receives notice of the death or mental incapacity of the Client.
- 5.8.** In relation to any Transaction, CAPITALXTEND LLC acts as Principal for any duly regulated counterparty, and as Matched Principal in relation to Stock Trading, according to applicable legislation.
- 5.9.** In relation to any Transaction and the Services provided by CAPITALXTEND LLC to the Client, it is the responsibility of the Client to ensure that the Client can accept the Services and/or enter into the Transactions in the country in which the Client is resident. It is hereby acknowledged and accepted that Clients that are resident of Saint Vincent And the The Grenadines, the United States, Japan and Canada will not be on-boarded by CAPITALXTEND LLC.
- 5.10.** In relation to Stock Trading, CAPITALXTEND LLC will not be permitted to offer its Services to Clients who reside in specific countries, in order to ensure compliance with all Federal legislation, sanctions, AML (Anti – Money Laundering) regulations and guidance and as per the requirements emanating from third parties. The list of these countries can be found in the Company's website. The Client is obliged to provide documents, according to the clauses 2.3. and 3.1. herein, valid and up to date and to keep them as such during the whole period of this Client Agreement.

In the event that any of the documents indicated above have expired and/or are required to be updated, the Client is obliged to provide relevant documents upon their expiration. If the Client fails to provide updated and valid documents CAPITALXTEND LLC has the right to suspend the provisions of Services under this Client Agreement.

In the event of Stock Trading and the provision of a W-8 BEN/ BEN-E Form, also known as a 'Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting', if a change in the circumstances of a Client makes any information on the W-8 BEN/ BEN-E Form already submitted incorrect, the Client must notify CAPITALXTEND LLC within 30 days of the change in circumstances and a new W-8 BEN/ BEN-E Form must be submitted. The Client has an ongoing obligation to inform CAPITALXTEND LLC about his eligibility for W-8 BEN/ BEN-E status. Form W-8 BEN/ BEN-E remain valid for a period of the next three calendar year from the day they are signed. The Client will be required to re-submit a renewed form following the period of three years mentioned above.

CAPITALXTEND LLC shall resume provisions of Services once valid or/and updated documents are provided and relevant checks (including without limitation anti-money laundering checks and appropriateness tests) have been completed to CAPITALXTEND LLCs satisfaction.

It is understood that CAPITALXTEND LLC is not to be required (and may be unable) to accept the Client as its customer under Applicable Regulations and/or until all documentation it requires has been received by the Company, properly and fully completed by the Client.

## 6. CLIENT MONEY

- 6.1. Relevant Amounts held on the Trading Account (“Segregated Funds”) will be segregated by CAPITALXTEND LLC and held in accordance with Applicable Regulations and document under the title “Safeguarding of Clients Assets Policy” as this can be found in the Website.
- 6.2. CAPITALXTEND LLC may hold Client Money and the money of other Clients in the same bank account (omnibus account), according to Applicable Regulations.
- 6.3. CAPITALXTEND LLC may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 6.4. CAPITALXTEND LLC may deposit Client money and/or Financial Instruments with a third party who may, to the extent allowed under Applicable Regulations, have a security interest, lien or right of setoff in relation to that money.
- 6.5. The third party to whom CAPITALXTEND LLC will pass money and/or Financial Instruments may hold it in an omnibus account and/or it may not be possible to separate it from the Client’s money and/or Financial Instruments. In the event of the insolvency or any other analogous proceedings in relation to that third party, CAPITALXTEND LLC may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by CAPITALXTEND LLC from the third party is insufficient to satisfy the claims of the Client in respect of the relevant account. CAPITALXTEND LLC does not accept any liability or responsibility for any resulting losses.

- 6.6.** CAPITALXTEND LLC shall not be obliged to pay interest to the Client on any funds which CAPITALXTEND LLC holds or in respect of any stocks held by CAPITALXTEND LLC as a custodian. The Client waives all rights to interest.
- 6.7.** CAPITALXTEND LLC will promptly place any Segregated Funds held on the Client's behalf and not transferred to or held for CAPITALXTEND LLC, into a Segregated Account (subject to and according to Applicable Regulations).
- 6.8.** Profit or loss from Financial Instruments trading is deposited in/withdrawn from the Client Account once the Transaction is closed.
- 6.9.** Unless the Client has notified CAPITALXTEND LLC in writing to the contrary, CAPITALXTEND LLC may hold Segregated Funds on the Client's behalf in a Segregated Account located outside Saint Vincent And the The Grenadines or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside Saint Vincent And the The Grenadines. The legal and regulatory regime applying to any such person will be different from that of Saint Vincent And the The Grenadines and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in . CAPITALXTEND LLC will not be liable for the solvency, acts or omissions of any third party referred to in this clause. CAPITALXTEND LLC will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect Client money.
- 6.10.** The Client agrees that, in the event that there has been no movement on the Client's Trading Account Balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and CAPITALXTEND LLC is unable to trace the Client despite having taken reasonable steps to do so, CAPITALXTEND LLC may release any Client's money balances from the Segregated Account.
- 6.11.** The Client agrees that in the event that his/her remaining Trading Account Balance is up to 1 USD/EUR/GBP and his/her Trading Account is closed or inactive for more than 90 calendar days, then the Company shall have the right to deduct this remaining Trading Account Balance and use it for charity purposes at its absolute discretion.
- 6.12.** CAPITALXTEND LLC will carry out reconciliations of records and Segregated Funds with the records and accounts of the money CAPITALXTEND LLC holds in Segregated Accounts on a daily basis, and any required transfer to or from the Segregated Account will take place by the close of business on the day that the reconciliation is performed. CAPITALXTEND LLC reserves the right to carry out such reconciliations and transfers more frequently, should CAPITALXTEND LLC reasonably consider that this is necessary to protect CAPITALXTEND LLC's or a Client's interests.

- 6.13.** The Client agrees that CAPITALXTEND LLC shall not be held liable or have any further obligation in the event that any credit or financial institution with which Segregated Funds are held defaults in its obligations with respect to the Segregated Funds.
- 6.14.** If client deposits money into trading account and request a withdrawal without having trading activity in the account , Capitalxtend holds the right to charge client costs endured related to that transfer of funds usually 3% .

#### **Title Transfer Collateral Arrangement (TTCA)**

- 6.15.** The Title Transfer Collateral Arrangement (hereinafter referred to as “TTCA”) allows a Client to agree that his/her monies or assets will be treated as collateral in respect of his/her existing or future obligations with CAPITALXTEND LLC. In addition, under a TTCA, CAPITALXTEND LLC is able to treat the margin or collateral as its own working capital and not as Client money. As a result, CAPITALXTEND LLC is not obliged to segregate the margin and in the event of CAPITALXTEND LLC' s collapse, the TTCA can have the effect of making such a Client an unsecured creditor of CAPITALXTEND LLC. The relationship between CAPITALXTEND LLC and its Clients shall be governed by explicitly including the warnings on the non-application of certain safeguarding requirements.

The terms under this section apply if the Client is categorized as a Professional Client or Eligible Counterparty. The Client acknowledges and agrees that CAPITALXTEND LLC may treat any transfer of money by the Client to CAPITALXTEND LLC as a transfer of full ownership of money to CAPITALXTEND LLC for the purpose of securing or covering the Client's present, future, actual, contingent or prospective obligations, and CAPITALXTEND LLC will not hold such money in accordance with the Safekeeping of Client Assets and Funds, as there are defined in the relevant legislation. The Client shall not have a proprietary claim over money transferred to CAPITALXTEND LLC, and CAPITALXTEND LLC can deal with it in its own right, and the Client will rank the Client as a general creditor. Where CAPITALXTEND LLC agrees to accept cash as collateral, the Client shall transfer to CAPITALXTEND LLC full ownership of such collateral so that all right, title and interest in and to such cash will pass to CAPITALXTEND LLC outright. Such collateral will not be held in accordance with the Client Money Rules.

The Client acknowledges and agrees that all the money placed in his/her account is for the carrying out of transactions and therefore has the purpose of securing or covering the Clients' present, future, actual, contingent or prospective obligations towards CAPITALXTEND LLC. The Client must not place any money with that is not for the purpose of securing or covering Client's present, future, actual, contingent or prospective obligations towards CAPITALXTEND LLC. The amount of Client funds subject to the TTCA should not far exceed the Client's obligations towards CAPITALXTEND LLC.

## **7. SERVICES**

- 7.1.** Subject to the Client's obligations under the Operative Agreements being fulfilled and any other rights of CAPITALXTEND LLC herein in the Operative Agreements, CAPITALXTEND LLC will offer the following Services to the Client:
- (a) Receive and transmit orders or execute orders for the Client in Financial Instruments acting as Principal and/or Matched Principal vis-à-vis Stock Trading;
  - (b) Provide Foreign Currency Services provided they are associated with the provision of the Investment Service of clause 7.1(a) herein;
  - (c) Grant credit or loans to a Client (as and if applicable), to allow the Client to carry out a transaction in one or more Financial Instruments, as described in the present clause, provided that CAPITALXTEND LLC is involved in the aforesaid transaction;
  - (d) Provide Safekeeping and administration of Financial Instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management, as described in clause 6 above herein;
  - (e) Provide the Clients access to Investment Research data and financial analysis which may be relevant for Clients' consideration;
  - (f) Dealing on own Account.
- 7.2.** Subject to the Client's obligations under the Operative Agreements being fulfilled, CAPITALXTEND LLC may enter into Transactions with the Client in Financial Instruments specified on the Website.
- 7.3.** CAPITALXTEND LLC shall carry out all Transactions with the Client on an execution-only basis (i.e. on a non – advisory basis). CAPITALXTEND LLC is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client. CAPITALXTEND LLC is under no obligation, unless otherwise agreed in the Operative Agreements, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.
- 7.4.** It is hereby acknowledged and accepted that CAPITALXTEND LLC will not be providing the Client with any investment, legal, regulatory, tax or other form of advice under the current Client Agreement. The Client shall not be entitled to ask CAPITALXTEND LLC to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. The Client represents that he/she shall rely on his/her own judgment, sufficient knowledge, market sophistication, professional advice and experience to make his/her own evaluation of the merits and risks of any Transaction. Any investment advice and/or statements of opinion shall be provided by CAPITALXTEND LLC to the Client only where an additional agreement is concluded between CAPITALXTEND LLC and the Client as per clause 7.1 (g) above herein and the applicable suitability requirements are met. The Client may wish to seek



independent legal advice in relation to any transaction that the Client proposes to enter into under this Client Agreement.

- 7.5.** CAPITALXTEND LLC shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.
- 7.6.** CAPITALXTEND LLC will not provide personal recommendations or advice on the merits of any specific Transactions.
- 7.7.** CAPITALXTEND LLC may from time to time and at its discretion provide information and recommendations in newsletters which it may post on the Website or provide to subscribers via the Website or otherwise. Where it does so:
- (a) this information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice;
  - (b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he/she will not pass it on to any such person or category of persons;
  - (c) CAPITALXTEND LLC gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;
  - (d) the Client accepts that prior to dispatch, CAPITALXTEND LLC may have acted upon it itself to made use of the information on which it is based. CAPITALXTEND LLC does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information service.
  - (e) It is provided solely to assist the Client to make the Client's own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
  - (f) It does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is resident and it is the Client's responsibility to ensure compliance therewith.
- 7.8.** In providing the Client with reception and transmission and/or execution services CAPITALXTEND LLC is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him. As a result, the Client will not benefit from the protection of the Applicable Regulations as regards assessment of suitability.

- 7.9.** CAPITALXTEND LLC is obliged under Applicable Regulations to obtain information at least once per year about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client. If the Client elects not to provide such information to CAPITALXTEND LLC, or if the Client provides insufficient information, CAPITALXTEND LLC will not be able to determine whether the service or product envisaged is appropriate for the Client. CAPITALXTEND LLC shall assume that information about his knowledge and experience provided from the Client to CAPITALXTEND LLC is accurate and CAPITALXTEND LLC will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed CAPITALXTEND LLC of such changes.
- 7.10.** CAPITALXTEND LLC reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that CAPITALXTEND LLC will have no obligation to inform the Client of the reasons. CAPITALXTEND LLC further reserves the right to suspend or delay the provision of any Services in the event of Abnormal Market Conditions.
- 7.11.** All trade Requests are subject to size considerations. If the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the Order may be executed partially or the entire trade or Order may be rejected at the Company's sole discretion.
- 7.12.** Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
- 7.13.** CAPITALXTEND LLC has the right to offer, at its discretion, through the Website, the opportunity for the Client to open a demo account. The Client is hereby notified and understands that the execution in the demo environment where a demo account operates might differ from the environment of a live account. CAPITALXTEND LLC shall not be liable for any loss and/or other damage incurred by reason of such differences.
- 7.14.** CAPITALXTEND LLC reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that CAPITALXTEND LLC will have no obligation to inform the Client of the reason.
- 7.15.** In accordance with common reporting standards, the Client agrees to submit to CAPITALXTEND LLC all the necessary information about the Client (name, address, jurisdiction of residence, TIN (tax identification number), date and place of the birth, account number of the Client, and any necessary additional documents and information at the request of CAPITALXTEND LLC) and agrees to the systematic and periodic transmission of bulk taxpayer information by the source country to the country of residence.

The Client agrees to transfer his/her personal data to CAPITALXTEND LLC, which is registered as a data controller according to the law, for identification, administrative, and business purposes necessary for CAPITALXTEND LLC to fulfil its legal and contractual obligations under this and other agreements between the parties, with rights to transfer such personal data to

auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by CAPITALXTEND LLC.

## **8. CONFLICTS OF INTEREST AND MATERIAL INTERESTS**

**8.1.** When CAPITALXTEND LLC deals with or for the Client, CAPITALXTEND LLC, an associate or some other person connected with CAPITALXTEND LLC, may have an interest, relationship or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By way of example only, when CAPITALXTEND LLC deals with a Transaction for or on behalf of the Client, CAPITALXTEND LLC may be:

- (a) dealing in the Instrument concerned as Principal for CAPITALXTEND LLC's account by selling to or buying the Instrument from the Client and/or Matched Principal vis-à-vis Stock Trading;
- (b) matching the Client's Transaction with that of another Client by acting on such other Client's behalf as well as on the Client's behalf;
- (c) dealing in the Instrument which CAPITALXTEND LLC recommends to the Client (including holding a Long or Short Position); or
- (d) advising and providing other services to associates or other Clients of CAPITALXTEND LLC who may have interests in investments or underlying assets which conflict with the Client's interests.

**8.2.** The Client consents to and authorizes CAPITALXTEND LLC to deal with or for the Client in any manner which CAPITALXTEND LLC considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. CAPITALXTEND LLC's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while advising the Client.

**8.3.** Under the Law, CAPITALXTEND LLC is required to take all reasonable steps to detect and avoid conflicts of interest. CAPITALXTEND LLC is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services. A summary of the policy is found in the document with title "Conflicts of Interest Policy", as this can be found in the Website and forms an integral part of the Agreement.

## **9. COMMISSIONS, CHARGES AND OTHER COSTS**

**9.1.** The Client shall be obliged to pay CAPITALXTEND LLC the commissions, charges and other costs set out in the Contracts Specifications. CAPITALXTEND LLC will provide to the Client an itemized breakdown of the total commissions, costs and charges at the request of the Client. These can be found inside the Client's personal area, MyCAPITALXTEND LLC.

- 9.2.** CAPITALXTEND LLC may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on CAPITALXTEND LLC Website and posting on the Website shall be considered due notice.
- 9.3.** Any commissions or fees which CAPITALXTEND LLC receives or pays will be affected according to the provisions of Applicable Regulations.
- 9.4.** CAPITALXTEND LLC may from time to time deal on the Client's behalf with persons whom CAPITALXTEND LLC has a soft commission agreement which permits CAPITALXTEND LLC (or another member of CAPITALXTEND LLC's group) to receive goods or services in return for transacting investment business with such persons or others. It is the policy of CAPITALXTEND LLC in relation to such agreements to ensure that such arrangements operate in the best interest of the Client as far as practicable, for example, because the arrangements allow access to information or other benefits which would not otherwise be available.
- 9.5.** The Client is hereby informed that in the event where the Client has been introduced to CAPITALXTEND LLC by a Partner (Introducer and/or Affiliate) of CAPITALXTEND LLC Partners and/or of CAPITALXTEND LLC and/or any third party, CAPITALXTEND LLC may pay a fee and/or commission to CAPITALXTEND LLC Partners and/or the Partner directly, for services rendered calculated on the basis of the volume traded by the Client and/or otherwise and/or on the basis of the agreement concluded between the two parties. Upon request from the Client, CAPITALXTEND LLC shall disclose further details.
- 9.6.** The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions.
- 9.7.** The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- 9.8.** CAPITALXTEND LLC shall have the right to pay, or be paid a fee or commission, provide or provided with any non-monetary benefit (hereinafter the "inducement") in connection with the provision of an investment service or ancillary service to or by any party other than the Client or a person on behalf of the Client, where the relevant payment or benefit:
- (a) is designed to enhance the quality of the relevant service to the Client;
  - (b) does not impair compliance with CAPITALXTEND LLC's duty to act honestly, fairly and professionally in accordance with the best interests of the Client;
- 9.9.** In such a case, CAPITALXTEND LLC shall disclose to the Client, the existence, nature and amount of the inducement or, where the amount cannot be ascertained, its method of calculation. Where applicable, CAPITALXTEND LLC shall also inform the Client on

mechanisms for transferring to the Client the fee, commission, monetary or non-monetary benefit received in relation to the provision of the investment or ancillary service.

**9.10.** In case the Client performs a withdrawal request without any trading activity from the last deposit made or if any other form of abuse is found CAPITALXTEND LLC reserves the right to:

a) charge the Client the equivalent amount of any deposit fees incurred, based on deposit method.

The Client will be notified via email about processed withdrawal request and applied charges.

**9.12.** In case the Client does not have any trading activity on all Clients Trading Accounts for a period equal to 6 (Six) consecutive calendar months or more starting from last Clients trading activity, CAPITALXTEND LLC on a monthly basis will charge the Client an amount of 5 USD.

**9.13.** CAPITALXTEND LLC shall inform its Clients about the fees, commissions or any monetary benefits transferred to them.

**9.14.** From Monday to Thursdays Swaps are calculated once. On Friday swaps are calculated in triple size. Exceptions apply, please refer to Contract Specifications for more information.

**9.15.** No dividends are paid on CFD indices or CFD shares.

## 10. CURRENCY

**10.1.** CAPITALXTEND LLC is entitled, without prior notice to the Client, to make any currency conversions which CAPITALXTEND LLC considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be affected by CAPITALXTEND LLC in such manner and at such rates as CAPITALXTEND LLC may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.

**10.2.** All foreign currency exchange risk arising from any Transaction or from the compliance by CAPITALXTEND LLC with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client.

## 11. PROVIDING QUOTES

**11.1.** CAPITALXTEND LLC provides Quotes to the Client in accordance with the Terms of Business.

**11.2.** CAPITALXTEND LLC shall not be obliged to, but may, at its absolute discretion, execute as Principal and/or as Matched Principal in relation to Stock Trading, the Client's Requests and Instructions in respect of any Instrument out of normal trading hours specified in the Contract

Specifications for that particular Instrument. In such a case all the trades executed will be reported and submitted to the Client if required and/or requested.

- 11.3.** It is hereby acknowledged and accepted that it is the responsibility of the Client to ensure that he/she is informed about the Trading Schedule hours via the Trading Platform internal mail and/or the information published in the CAPITALXTEND LLC News Webpage, and this shall constitute sufficient Written Notice as per clause 19 below herein. CAPITALXTEND LLC will have no responsibility and/or liability whatsoever in relation to the acts and/or omissions of the Client regarding the aforementioned clause.
- 11.4.** CAPITALXTEND LLC specifies Spread for each Instrument in the Contract Specifications. CAPITALXTEND LLC is entitled to change Spreads without prior Written Notice to the Client subject to the Terms of Business. Otherwise, CAPITALXTEND LLC shall notify the Client not less than 7 (seven) calendar days prior to any changes in Spreads.
- 11.5.** The Client is entitled to Market Data which are data produced directly by an Exchange and/or Liquidity Provider and/or Price Feeder, in order to be able to give Orders for Transactions for Stock Trading, through the Client's compatible personal computer connected to the internet. CAPITALXTEND LLC shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. It is hereby acknowledged and accepted that:
- (a) Market data will be provided or made accessible for convenience and information solely in order to assist the Client to make his own investment decisions and will not amount to investment advice.
  - (b) Market data will be made accessible and will be provided to the Client without any liability from CAPITALXTEND LLC's side. Hence, CAPITALXTEND LLC will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf. In addition, any price quoted in the Market Data may differ from the execution price the Client actually obtains.
  - (c) Market Data constitute valuable confidential information. As such, the data are the exclusive property of the Exchange and/or Liquidity Provider and/or Price Feeders which operate the market, namely NASDAQ (National Association of Securities Dealers Automated Quotations System) and NYSE (New York Stock Exchange). Accordingly, the Client may use it solely for the Client's own trading purposes under the rules of the relevant Exchange and/or Liquidity Provider and/or Price Feeder. Clients are encouraged to consult the website of the relevant Exchange for full details of the applicable rules ([www.nasdaqtrader.com](http://www.nasdaqtrader.com), [www.nyse.com](http://www.nyse.com)).
  - (d) Available prices should not be used for any other purpose than the purpose stated in clause 11.4(c) above herein, and the Client should not redistribute the available prices to any other

person and for whatever reason, whether such redistribution be for commercial or other purposes.

- (e) CAPITALXTEND LLC is hereby authorized to enter into any agreement on Client's behalf with any Exchange(s) and/or Liquidity Provider(s) and/or Price Feeder(s) relating to the proper use of Market Data as CAPITALXTEND LLC deems proper.

For more information on Market Data the Client should consult the Terms of Business for Stocks Account.

## 12. CLIENT'S REQUESTS AND INSTRUCTIONS

**12.1.** CAPITALXTEND LLC processes and executes Requests and Instructions in accordance with the Terms of Business.

**12.2.** CAPITALXTEND LLC is entitled to decline a Request or an Instruction if any of the conditions set out in the Terms of Business or in clause 12.3 of this Agreement is breached before the Request or Instruction is processed by CAPITALXTEND LLC. However, CAPITALXTEND LLC may at its absolute discretion, accept and execute the Request or Instruction, notwithstanding that the conditions in the Terms of Business or in clause 12.3 of this Agreement are breached. If CAPITALXTEND LLC executes the Request or Instruction and becomes aware of any breach of the conditions set out in the Terms of Business or in clause 12.3 of this Agreement, CAPITALXTEND LLC may act in accordance with the Terms of Business. CAPITALXTEND LLC may also establish cut-off times for Instructions or Orders. The Client shall have no claims against CAPITALXTEND LLC arising out of the fact that an Order was not placed by the Client ahead of the cut-off time. Cut-off times are possible due to server maintenance, technical failures, planned maintenance or rollover process.

**12.3.** The conditions referred to in clause 12.2 are as follows:

- (a) a Quote must be obtained from CAPITALXTEND LLC;
- (b) a Quote must not be an Indicative Quote;
- (c) if a Quote is provided to the Client via the Client Terminal the Client Instruction must be given whilst the Quote is valid;
- (d) CAPITALXTEND LLC receives and accepts the Instruction before the Internet connection or communication is disrupted;
- (e) a Quote must not be manifestly erroneous;
- (f) a Quote must not be an Error Quote (Spike);
- (g) the Transaction Size must not be less than the minimum Transaction Size for this Instrument indicated in the Contract Specifications;
- (h) a Force Majeure Event must not have occurred;

- (i) when the Client gives a Request or an Instruction to CAPITALXTEND LLC an Event of Default must not have occurred in respect of the Client;
- (j) when the Client opens a position, the Client shall have sufficient Free Margin to cover the Initial Margin requirement in respect of that Open Position;
- (k) CAPITALXTEND LLC does not suspect that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- (l) There is no such consequence of request of regulatory or supervisory authorities of Cyprus or a court order;
- (m) CAPITALXTEND LLC has not sent a notice of Termination of the Client Agreement to the Client.

**12.4.** Terms defined in the Operative Agreements are subject to the Transaction Size within Normal Market Size for the specified Instrument (refer to the Website for details). CAPITALXTEND LLC may, at its absolute discretion, change these terms if the Client wishes to make a Transaction larger than Normal Market Size for the specified Instrument.

**12.5.** CAPITALXTEND LLC reserves the right not to accept any offer or to enter into a Transaction with the Client, e.g., if CAPITALXTEND LLC believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or the proposed Transaction is of such a size (too small or too large), that CAPITALXTEND LLC does not wish to accept that Transaction.

**12.6.** CAPITALXTEND LLC has the right to delete any cancelled Pending Orders older than 1 month from the Client's Trading Account history.

**12.7.** The Client understands, confirms and accepts herein that any and/or all of his/her trading account history in MetaTrader 4 Platforms may at any time and without prior written consent and/or notice to the Client, further be archived by CAPITALXTEND LLC to a single summarized line in the respective MetaTrader 4 trading account, where such trading account history records exceed a timeframe of one (1) month.

**12.8.** The Client further, understands, confirms and accepts herein that such archived trading and non- trading history shall be accessible and/or downloadable at any time from and/or within the Client's portal (MyCapital).

**12.9.** CAPITALXTEND LLC hereby confirms that Client's archived original trading history records from MetaTrader 4 Platforms within the Client's MyCapital, shall be accessible and/or downloadable by the Client at any time through his/her MyCapital.

**12.10.** CAPITALXTEND LLC hereby confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least five (5) years after the termination of the business relationship with the Client and as per applicable legislative requirements.



## 13. NETTING

- 13.1.** The amounts payable under the Operative Agreements are automatically converted by CAPITALXTEND LLC into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 13.2.** If the aggregate amount payable under the Operative Agreements by the Client equals the aggregate amount payable under the Operative Agreements by CAPITALXTEND LLC, then the obligations to make payment of any such amount will be automatically satisfied and discharged.
- 13.3.** If the aggregate amount payable under the Operative Agreements by one party exceeds the aggregate amount payable under the Operative Agreements by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged. This provision shall also apply when a Client that may have multiple Trading Accounts and where an amount is due and owing to CAPITALXTEND LLC from one of the Trading Accounts whereas there are funds available in any other Trading Account, then CAPITALXTEND LLC shall be entitled to settle any obligations due by the Trading Account in deficit by transferring funds from the Trading Account(s) which has funds available. In the event of such transfer, CAPITALXTEND LLC shall not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to Stop-out Level.
- 13.4.** The Client obligations to pay any due amount shall include all commissions, charges and other costs determined by CAPITALXTEND LLC.
- 13.5.** CAPITALXTEND LLC, under the terms and conditions of Operative Agreements reserves the right at its absolute discretion, to disable Clients account without prior notice in case it places abnormal number of erroneous requests which creates an extra-load to the CAPITALXTEND LLC's servers and can cause negative trading experience to the Clients of the respective servers. Erroneous requests may include but not limited to invalid stops or modifications, wrong TP or SL, over limit volume or number of orders, requests with not enough account funds and others.

## 14. MARGIN REQUIREMENTS

- 14.1.** The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as CAPITALXTEND LLC, at its sole discretion, may require from time to time under the Operative Agreements. Such sums of money shall only be paid to CAPITALXTEND LLC's bank account in the form of cleared funds.  
It is the Client's responsibility to ensure that the Client understands how a margin is calculated.

- 14.2.** The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position. The amount of Initial Margin and Hedged Margin for each Instrument is defined in the Contract Specifications.
- 14.3.** If no Force Majeure Event has occurred, CAPITALXTEND LLC is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- 14.4.** CAPITALXTEND LLC is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- 14.5.** CAPITALXTEND LLC is entitled to apply new margin requirements amended in accordance with clauses 14.3 and 14.4 to the new positions and to the positions which are already open.
- 14.6.** CAPITALXTEND LLC is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than certain rate depending on the account type as stipulated on the Website.
- 14.7.** It is the Client's responsibility to notify CAPITALXTEND LLC as soon as the Client believes that the Client will be unable to meet a margin payment when due.
- 14.8.** CAPITALXTEND LLC is not obliged to make margin calls for the Client. CAPITALXTEND LLC is not liable to the Client for any failure by CAPITALXTEND LLC to contact or attempt to contact the Client.
- 14.9.** For the purposes of determining whether the Client has breached clause 14.6 above, any sums referred to therein which are not denominated in the Currency of the Trading Account shall be treated as if they were denominated in the Currency of the Trading Account by converting them into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 14.10.** The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to CAPITALXTEND LLC.

## **15. PAYMENTS**

- 15.1.** The Client may deposit funds into the Trading Account at any time. All payments to CAPITALXTEND LLC shall be made in accordance with Payment Instructions set forth on Client's Personal area MyCapital .Under no circumstances anonymous payments be accepted.
- 15.2.** The Client may withdraw funds from the Trading Account at any time in accordance with the clause 15.3.

**15.3.** If the Client gives an instruction to withdraw funds from the Trading Account, CAPITALXTEND LLC shall pay the specified amount on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours, if the following requirements are met:

- (a) the withdrawal instruction includes all necessary information;
- (b) the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to anonymous accounts be accepted); and
- (c) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.

The Client acknowledges and accepts that the expected destination of outgoing transfers/payments will be the same as with the expected destination of incoming of funds. The Client will not be allowed to withdraw his funds by any other method, or to any other country, apart from his/her country of origin.

**15.4.** CAPITALXTEND LLC reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

**15.5.** The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to CAPITALXTEND LLC. However, under exceptional cases, CAPITALXTEND LLC may proceed to send funds to a different country from the Client's country of residence, provided that all the relevant information and documentation is submitted by the Client.

**15.6.** CAPITALXTEND LLC shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs CAPITALXTEND LLC to close the Client's Trading Account, the net amount payable to the Client shall be the balance amount less any and all bank charges provided the balance amount is greater than the bank charges; if not, then the Client agrees he will not receive any amount and the account will be closed without any further transfer of funds taking place.

**15.7.** If the Client has the obligation to pay any amount to CAPITALXTEND LLC which exceeds the Trading Account Equity the Client shall pay the amount of excess forthwith upon the obligation arising.

**15.8.** CAPITALXTEND LLC ensures that losses will not exceed the total available funds per Clients' CAPITALXTEND LLC trading account(s) (negative balance protection).

**15.9.** All incoming payments shall be credited to the Client's Trading Account no later than one

- (1) Business day after funds are cleared by CAPITALXTEND LLC's bank.

- 15.10.** The Client acknowledges and agrees that (without prejudice to any of CAPITALXTEND LLC's other rights under the Operative Agreements to close out the Client's Open Positions and exercise other default remedies against the Client), where a sum is due and payable to CAPITALXTEND LLC in accordance with the Operative Agreements and sufficient cleared funds are not yet been credited to the Client's Trading Account, CAPITALXTEND LLC shall be entitled to treat the Client as having failed to make a payment to CAPITALXTEND LLC and to exercise its rights under the Operative Agreements. The Client shall make any margin payments or other payments due in US dollars, Euros, other currencies accepted by CAPITALXTEND LLC. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of CAPITALXTEND LLC.
- 15.11.** CAPITALXTEND LLC shall update on a regular basis the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on country of residence therefore the payment systems available shall be located in the Client Portal.

## **16. LIMITATIONS OF LIABILITY AND INDEMNITY**

- 16.1.** Nothing in the Operative Agreements will exclude or restrict any obligation or liability which CAPITALXTEND LLC may have or owe to the Client under Applicable Regulations, nor any liability which CAPITALXTEND LLC may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor will anything in the Operative Agreements require the Client to indemnify or compensate CAPITALXTEND LLC to any extent prohibited by Applicable Regulations.
- 16.2.** In the event CAPITALXTEND LLC provides advice, information or recommendations to the Client, CAPITALXTEND LLC shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that CAPITALXTEND LLC shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of CAPITALXTEND LLC to void or close any Transaction in the specific circumstances set out the Operative Agreements, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both CAPITALXTEND LLC and the Client.
- 16.3.** CAPITALXTEND LLC will not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:
- (a) Any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal;
  - (b) Transactions made via the Client Terminal;

- (c) Any failure by CAPITALXTEND LLC to perform any of its obligations under the Operative Agreements as a result of a Force Majeure or a cause beyond its control; or (d) The acts, omissions or negligence of any third party.
- (e) All Orders given through and under the Client's Access Data;
- (f) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (g) A delay transmitting any Order for Execution;
- (h) The solvency, acts/representations or omissions of any third party; (i) Currency risk;
- (j) Slippage;
- (k) Any of the risks relating to CFDs trading materialises;
- (l) Any changes in the rates of tax;
- (m) The Client using Trailing Stop and/or Expert Adviser;
- (n) The Client relying in Stop Loss Orders;
- (o) Information relating to Trading Schedule hours.

**16.4.** The Client will indemnify or indemnify on demand CAPITALXTEND LLC in respect of all liabilities, costs, claims, damages, demands, losses (including without limitation any interest, penalties and legal costs) and expenses of any nature whatsoever which CAPITALXTEND LLC suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Operative Agreements and/or which may arise in relation to the execution or as a result of the execution of the Client Agreement and/or in relation to the provision of the Services and/or in relation to any Order.

**16.5.** CAPITALXTEND LLC shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Operative Agreements, unless otherwise agreed in the Terms of Business.

**16.6.** In the event of a negative balance in a retail Client account, CAPITALXTEND LLC will not file a claim against the Client for that amount, except in cases where the Client has used illicit methods to create it.

**16.7.** Without prejudice to any other clauses of this Client Agreement, and to the extent permitted by Governing Legislation, CAPITALXTEND LLC will have no liability to the Client in relation to any loss, costs or expenses that may be suffered by the Client as a result of technology limitations/failures, server maintenance, planned maintenance, custodian rollover process, including but not limited to:

- (a) any delay or defect in or failure of the whole or any part of the CAPITALXTEND LLC's software or any systems or network links or any other means of communication; or

(b) any computer viruses, worms, software bombs or similar items being introduced into Client's computer hardware or software except where such loss, cost or expense is a result of CAPITALXTEND LLC's own negligence, fraud or willful default.

## **17. COMPLAINTS MANAGEMENT PROCEDURE**

**17.1.** If any conflict situation arises when the Client reasonably believes that CAPITALXTEND LLC as a result of any action or failure to act has breached one or more of the terms of the Operative Agreements, the Client has the right to lodge a complaint with CAPITALXTEND LLC as soon as reasonably practicable after the occurrence of the event.

### **a. Complaints Procedure**

**17.2** To file any complaint, the Client should follow the procedure outlined in the Complaints Management Policy posted on the Website.

**17.3** CAPITALXTEND LLC has the right to dismiss a complaint in case it does not comply with the requirements set out above.

### **b. Server Log File**

**17.4** The Server Log File is the most reliable source of information in a case of any dispute. The Server Log File has the absolute priority over other arguments including the Client Terminal Log File as the Client Terminal Log File does not register every stage of the execution of the Client's Instructions and Requests.

**17.5** If the Server Log File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

### **c. Indemnification**

**17.6** CAPITALXTEND LLC may indemnify the Client by:

- (a) crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative; and/or
- (b) reopening erroneously closed positions; and/or
- (c) deleting erroneously opened positions or placed Orders.

**17.7** CAPITALXTEND LLC has the right to choose the method of indemnification at its sole discretion.

**17.8** Complaints on matters not mentioned in the Operative Agreements and/or Complaint Management Policy are resolved in accordance with the common market practice and at the sole discretion of CAPITALXTEND LLC.

**17.9** If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the complaint will be made on a basis of the live Server's Quotes Base synchronized in accordance with the Terms of Business.

**17.10** CAPITALXTEND LLC shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

**17.11** CAPITALXTEND LLC shall not be liable to the Client in regard to any indirect, consequential or non-financial damage (emotional distress, etc.).

**17.12** The Compliance Department shall consider any Client's complaint and endeavor to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within five Business Days from the day the complaint is received.

**d. Refusal of Complaint**

**17.13** CAPITALXTEND LLC shall have the absolute right to refuse a complaint lodged by a Client.

**17.14** If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions or Requests which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.

**17.15** Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.

**17.16** Complaints in regard to time of Order execution notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution are not accepted, unless the Order placed in the queue has not been executed as the Terms of Business provide.

- 17.17** No Client complaints will be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.
- 17.18** In regard to all disputes any references by the Client to the Quotes of other companies or information systems will not be taken into account.
- 17.19** The Client acknowledges that he/she will not be able to manage the position while the dispute in regard to this position is being considered and no complaints in regard to this matter are accepted.
- 17.20** The Client acknowledges that CAPITALXTEND LLC will not notify him/her that the dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.
- 17.21** Once the dispute has been resolved the CAPITALXTEND LLC has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.
- 17.22** CAPITALXTEND LLC has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.
- 17.2** It is hereby acknowledged and accepted that the Client should consult the Complaints Management Policy found on CAPITALXTEND LLC's website, as amended from time to time, vis-à-vis the initiation of the above procedure.

## **18. COMMUNICATIONS**

- 18.1.** The rules of communication between the Client and CAPITALXTEND LLC are set out in the Terms of Business.
- 18.2.** The Client shall give Instructions and Requests only via the Client Terminal, in accordance with the Terms of Business.

## **19. WRITTEN NOTICE**

- 19.1.** Any Written Notice given under this Agreement may be made as follows:
- (a) Trading Platform internal mail;
  - (b) email;
  - (c) post; or
  - (d) information published on CAPITALXTEND LLC News Webpage.



**19.2.** All contact details provided by the Client, e.g. address, email address as last notified will be used as applicable. The Client agrees to accept any notices or messages from CAPITALXTEND LLC at any time.

**19.3.** Any such Written Notice will be deemed to have been served:

- (a) if sent by email, within one hour after emailing it;
- (b) if sent by Trading Platform internal mail, immediately after sending it;
- (c) if sent by post, seven calendar days after posting it;
- (d) if posted on CAPITALXTEND LLC News Webpage, within one hour after it has been posted.

**19.4.** For the purpose of clause 19, “business hours” mean between 8:00 a.m. and 5:00 p.m. on a Business Day.

## **20. AMENDMENT AND TERMINATION**

**20.1.** The Client acknowledges that CAPITALXTEND LLC has the right to unilaterally modify the terms and conditions of the Operative Agreements at any time and at its sole discretion, giving to the Client Written Notice by email and/or by posting the modification on the Website and the Client shall have an option to terminate the present by giving notice in writing. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

**20.2.** Both parties may terminate this Agreement with immediate effect by giving Written Notice to the other Party.

**20.3.** Any such termination will not affect any obligation which has already been incurred by either the Client or CAPITALXTEND LLC in respect of any Open Position or any legal rights or obligations which may already have arisen under the Operative Agreements or any Transactions and deposit/withdrawal operations made thereunder.

**20.4.** Upon termination of this Agreement, CAPITALXTEND LLC will be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform.

**20.5.** Upon termination of this Agreement, all amounts payable by the Client to CAPITALXTEND LLC will become immediately due and payable including (but without limitation):

- a) all outstanding fees, charges and commissions;
- b) any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client’s investments to another investment firm; and
- c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by CAPITALXTEND LLC on the Client’s behalf;

- d) Any charges and additional expenses incurred or to be incurred by CAPITALXTEND LLC as a result of the termination of the Agreement;
- e) Any damages which arose during the arrangement or settlement of pending obligations.

**20.6.** The Client is required to provide CAPITALXTEND LLC with full and updated Due Diligence Documents (KYC Documents) at all times. The Company shall notify the Client about any expired documents through different means of communication. If the Client does not provide valid and updated information within fifteen (15) calendar days after the documents have expired, the account(s) will be set to Close Only Mode (the Client will not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client will be permitted to close, partially close or reduce exposure, under existing Transactions).

**20.7.** The Client will be able to re-activate their account(s) and resume trading once the updated Client Identification and Due Diligence Documents are provided and accepted by CAPITALXTEND LLC.

**20.8.** In case the Client does not provide the requested updated documents within sixty (60) calendar days since the date the account(s) has been transferred to Close Only Mode:

20.8.1. if the Client has zero balances with CAPITALXTEND LLC, the account(s) of this Client will be closed and the business relationship between CAPITALXTEND LLC and the Client will be terminated.

20.8.2. if the Client has balances with CAPITALXTEND LLC and does not have open positions, then one of the below actions will take place prior to closing the account(s):

1. The Company will send the funds back to the same source as received and proceed with the closure of the account(s) once the balance of the account(s) is zero;
2. In case that withdrawal charges exceed the amount to be returned, the Company will request the Client's consent to send these funds to charity;
3. In case there is no response from the Client or funds could not be sent to the same source as received, Client's funds will be kept in segregated bank accounts of the Company and denominated as Client Funds until feedback is received from the Client. Email can be sent to [support@Capitalxtend LLC.com](mailto:support@Capitalxtend LLC.com) in order to submit a withdrawal request;
4. The account(s) of the Client will be closed and the business relationship between CAPITALXTEND LLC and the Client will be terminated.

20.8.3 if the Client has balances with CAPITALXTEND LLC and has open positions, once all open positions are closed by the Client, the Company will proceed with one of the relevant actions as described above in clauses 20.8.1. and 20.8.2. depending on the Client's balance with CAPITALXTEND LLC.

**20.9.** CAPITALXTEND LLC shall inform the Client through different means of communication about any additionally required information. Additionally, CAPITALXTEND LLC reserves the following rights:

- to set any of the Client's MT4 account(s) to 'Close Only' mode at any point of time;
- to disable Client's MT4 account(s) (the Client will not have the possibility to trade at all), if the Client does not provide requested information after fourteen (14) days notification, until such additional information is provided and accepted. If requested information according to this clause is not provided within ninety (90) calendar days since the day the notification was sent to the Client, the Client's account(s) will be closed and the Company will proceed with one of the relevant actions as described above in clauses 20.8.1. and 20.8.2. depending on the Client's balance with CAPITALXTEND LLC.

**20.10.** Upon Termination CAPITALXTEND LLC reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

**20.11** Upon Termination CAPITALXTEND LLC reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances and close the Client Account.

**20.12.** Upon termination of this Agreement CAPITALXTEND LLC will be entitled without prior notice to the Client to cease to grant the Client access to market data and/or Close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions or reject Orders.

**20.13.** Upon Termination if there is Balance in the Client's favour, CAPITALXTEND LLC will (after withholding such amounts that in CAPITALXTEND LLC's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client.

## **21. HOW WE USE YOUR PERSONAL INFORMATION**

**21.1.** CAPITALXTEND LLC will only use the Client's personal information as set out in CAPITALXTEND LLC's Policy Statement [here](#).

## 22. CONFIDENTIALITY AND WAIVER

The information which CAPITALXTEND LLC holds about the Client is confidential and will not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of CAPITALXTEND LLC and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by CAPITALXTEND LLC. Information of a confidential nature will only be disclosed to any person, in the following circumstances:

- (a) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over CAPITALXTEND LLC;
- (b) to investigate or prevent fraud or other illegal activity;
- (c) to those members of CAPITALXTEND LLC's personnel who require information thereof for the performance of their duties under the Operative Agreements or to any third party in connection with the provision of Services to the Client by CAPITALXTEND LLC;
- (d) for purposes ancillary to the provision of the Services or the administration of the Client's Trading Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
- (e) at the Client's request or with the Client's consent;
- (f) to CAPITALXTEND LLC's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (g) to judicial proceeding between CAPITALXTEND LLC and the Client;
- (h) where required in compliance with the Foreign Accounting Tax Compliance Act (FATCA), the Common Reporting Standard (CRS) and MiFIR.

## 23. TIME OF ESSENCE

**23.1.** Time shall be of the essence in the Operative Agreements.

## 24. DEFAULT

**24.1.** Each of the following constitutes an "Event of Default":

- a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Operative Agreements;
- b) the failure of the Client to perform any obligation due to CAPITALXTEND LLC;

- c) any breach of clauses 14 or 15 by the Client;
- d) the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- e) where any representation or warranty made by the Client in clause 25 herein is or becomes untrue;
- f) the Client is unable to pay the Client's debts when they fall due;
- g) the Client (if the Client is an individual) dies or becomes of unsound mind;
- h) any other circumstance where CAPITALXTEND LLC reasonably believes that it is necessary or desirable to take any action set out in clause 24.2. herein;
- i) the Client attempts and/or performs any of the actions which shall be determined by CAPITALXTEND LLC as fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in the Client's account or accounts with the Company;
- j) the Client has carried out trading:
  - which can be characterized as excessive without a legitimate intent, to profit from market movements;
  - while relying on price latency or arbitrage opportunities;
  - which can be considered as market abuse;
  - during Abnormal Market Conditions.
- k) an action set out in paragraph 24.2 is required by a competent regulatory authority or body or court;
- l) in cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by CAPITALXTEND LLC;
- m) if CAPITALXTEND LLC suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;

**24.2.** If an Event of Default occurs CAPITALXTEND LLC may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

- a) terminate the Client Agreement without notice;
- b) close out all or any of the Client's Open Positions at current Quotes;
- c) debit the Client's Trading Account(s) for the amounts which are due to CAPITALXTEND LLC;
- d) close any or all of the Client's Trading Accounts held with CAPITALXTEND LLC;
- e) refuse to open new Trading Accounts for the Client;
- f) adjust the Client's trading account balance to remove illicit profit;
- g) convert any currency.

## 25. REPRESENTATIONS AND WARRANTIES

**25.1.** The Client represents and warrants to CAPITALXTEND LLC, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

- a) the information provided by the Client to CAPITALXTEND LLC in the “Complete your Profile” Form and the Operative Agreements and/or any subsequent form and/or document provided at the time of registration, and at any time thereafter is true, valid, authentic, accurate and complete in all material respects;
- b) the Client has read and fully understood the terms of the Operative Agreements including the Risk Disclosure;
- c) the Client is duly authorized to enter into the Operative Agreements, to give Orders, Instructions and Requests and to perform its obligations thereunder;
- d) the Client acts as Principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- e) the Client is an individual who has completed an “Application to Open a Personal Margin Trading Account” Form or, if the Client is a company, the person who has completed “Application to Open a Corporate Margin Trading Account” Form on the Client’s behalf is duly authorized to do so;
- f) if the Client is a company, the Client is duly and lawfully registered and existing under the laws of the jurisdiction of its incorporation;
- g) all actions performed under the Operative Agreements will not violate the Law, the Applicable Regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client’s assets are affected;
- h) the Client consents to the provision of the information of the Operative Agreements by means of Website and/or any other means which CAPITALXTEND LLC chooses at its sole discretion;
- i) the Client confirms that he / she has regular access to the internet and consents CAPITALXTEND LLC provides him/her with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Operative Agreements, Policies and information about the nature and risks of investments by posting such information on the Website.

- j) the Client funds and/or any Financial Instruments, which the Client may deliver to CAPITALXTEND LLC in accordance with the terms of this Agreement are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
  - k) the Client funds and/or any Financial Instruments, which the Client may deliver to CAPITALXTEND LLC in accordance with the terms of this Agreement, are owned by the Client and are free of any lien, charge, pledge or other encumbrance or claim by any third party;
  - l) the Client has chosen the particular type of service and financial instrument, taking his/her total financial circumstances into consideration which he/she consider reasonable under such circumstances;
  - m) the Client will make use of the services and/or prices offered under this Agreement in good faith and, where applicable, acting in accordance with accepted market practice;
  - n) the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Client Agreement he becomes a Politically Exposed Person;
  - o) there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- 25.2.** In addition to all other rights and remedies available to it, CAPITALXTEND LLC has the right to render any position voidable or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client breaches clause 25.1.
- 25.3.** When the Client wishes to use the Services offered by CAPITALXTEND LLC under this Client Agreement in respect of Stocks listed in the United States and/or Financial Instruments relating to Stocks listed in the United States, CAPITALXTEND LLC may request the Client, in accordance with applicable US legislation, and the Client agrees to provide CAPITALXTEND LLC with the relevant US Tax Form, within the deadline that the Company shall specify, before CAPITALXTEND LLC can provide its Services in respect of such Financial Instruments and/or Stocks.
- 25.4.** When the Client already holds shares in the US and has not provided the relevant US Tax Form, CAPITALXTEND LLC may request the Client, in accordance with applicable US legislation, and the Client agrees obliged to provide CAPITALXTEND LLC with the relevant US Tax Form, within the deadline that CAPITALXTEND LLC shall specify. If the Client fails to return the signed and completed US Tax Form within the deadline specified by CAPITALXTEND LLC, CAPITALXTEND LLC shall have the right to sell the US Shares held by the Client in any manner as CAPITALXTEND LLC shall deem appropriate.

- 25.5.** The Client shall be under an ongoing obligation to inform CAPITALXTEND LLC if the Client's tax status changes.
- 25.6.** If the Client is an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, the Client will give CAPITALXTEND LLC proper notice of this and of any restrictions that apply to Clients' dealing.
- 25.7.** The Client will not use the prices CAPITALXTEND LLC makes available to the Client for any purpose other than for his own trading purposes, and the Client agrees not to redistribute the prices CAPITALXTEND LLC makes available to the Client to any other person whether such redistribution be for commercial or other purposes.
- 25.8.** The Client will use the services offered by CAPITALXTEND LLC pursuant to this Client Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which CAPITALXTEND LLC makes available bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in his dealings with CAPITALXTEND LLC whereby the Client is not subject to any downside market risk will be evidence that the Client is taking unfair advantage of CAPITALXTEND LLC.
- 25.9.** If a situation arises that is not covered under this Agreement, CAPITALXTEND LLC shall aim to resolve the matter and/or handle the situation on the basis of good faith, and where applicable, in accordance with market practice; in such a situation, the Client agrees to provide any information and/or documentation and/or do any such acts, as CAPITALXTEND LLC may request on the basis of good faith, and where applicable in accordance with accepted market practices, in order to respond to such a situation.

## **26. FORCE MAJEURE**

**26.1.** CAPITALXTEND LLC may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case CAPITALXTEND LLC will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

- (a) any act, event or occurrence (including, without limitation, any national emergency, strike, riot or civil commotion, government actions, acts of terrorism, outbreak or threat of war or hostilities, act of God, earthquake, epidemic, accident, fire, flood, storm, breakdown,
- (b) interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international



- calamity, economic or political crisis, or natural disaster) which, in CAPITALXTEND LLC's reasonable opinion, prevents CAPITALXTEND LLC from maintaining an orderly market in one or more of the Instruments;
- (c) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which CAPITALXTEND LLC relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - (d) abnormal Market Conditions; or
  - (e) any event, act or circumstances not reasonably within CAPITALXTEND LLC's control and the effect of that event(s) is such that CAPITALXTEND LLC is not in a position to take any reasonable action to cure the default.

**26.2.** If CAPITALXTEND LLC determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) CAPITALXTEND LLC may without prior Written Notice and at any time take any of the following steps:

- (a) increase margin requirements;
- (b) close out any or all Open Positions at such prices as CAPITALXTEND LLC considers in good faith to be appropriate;
- (c) suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for CAPITALXTEND LLC to comply with them; or
- (d) take or omit to take all such other actions as CAPITALXTEND LLC deems to be reasonably appropriate in the circumstances with regard to the position of CAPITALXTEND LLC, the Client and other Clients;
- (e) increase Spreads; (f) decrease Leverage.

**26.3.** Except as expressly provided in this Client Agreement, CAPITALXTEND LLC will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Client Agreement where such failure, interruption or delay is due to a Force Majeure event.

## 27. MISCELLANEOUS

**27.1** CAPITALXTEND LLC has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.

**27.2** CAPITALXTEND LLC reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if CAPITALXTEND LLC suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with CAPITALXTEND LLC or otherwise related or connected to the any and/or all Transactions. Under such circumstances, CAPITALXTEND LLC shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any

Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

- 27.3** In the event that a situation arises that is not covered under the Operative Agreements, CAPITALXTEND LLC will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 27.4** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by CAPITALXTEND LLC shall constitute a waiver by CAPITALXTEND LLC of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
- 27.5** Any liability of the Client to CAPITALXTEND LLC under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by CAPITALXTEND LLC in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by CAPITALXTEND LLC of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by CAPITALXTEND LLC of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent CAPITALXTEND LLC from subsequently requiring compliance with the waived obligation.
- 27.6** The rights and remedies provided to CAPITALXTEND LLC under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
- 27.7** CAPITALXTEND LLC may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment shall come into effect ten Business Days following the day the Client is deemed to have received notice of the assignment in accordance with the Terms of Business.
- 27.8** If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement or the Terms of Business, but the enforceability of the remainder of Operative Agreements shall not be affected.

- 27.9** The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Operative Agreements without

prior written consent of CAPITALXTEND LLC and any purported assignment, charge or transfer in violation of this term shall be void.

**27.10** Where the Client comprises two or more persons, the liabilities and obligations under any agreement with CAPITALXTEND LLC shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

**27.11** In the event of the death or mental incapacity of one of the persons which form the Client, all funds held by CAPITALXTEND LLC or its Nominee, will be for the benefit and at the order of the survivor Account Holder(s) and all obligations and liabilities owed to CAPITALXTEND LLC will be owed by such survivor(s).

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

**27.13** CAPITALXTEND LLC, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

- a) Where a Client has not transacted with CAPITALXTEND LLC for a period of six (6) consecutive months and CAPITALXTEND LLC will deem the trading account to be dormant and/or inactivate;
- b) Where a Client's dormant and/or inactivate account(s) has a positive cash balance, CAPITALXTEND LLC reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5 or equivalent per month and as this may be amended from time to time by CAPITALXTEND LLC;
- c) Where a Client makes a genuine attempt to resolve their account balances, CAPITALXTEND LLC reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;
- d) Where a Client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5 or equivalent per month shall not be imposed by CAPITALXTEND

LLC, however, CAPITALXTEND LLC will reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## **28. GOVERNING LAW AND JURISDICTION**

**28.1.** This Agreement shall be governed by and construed in accordance with the laws of St.Vincent and the Grenadines.

**28.2.** With respect to any proceedings, the Client irrevocably: agrees that the courts of St.Vincent and the Grenadines.

- (a) shall have exclusive jurisdiction to determine any proceedings; submits to the jurisdiction of St.Vincent and the Grenadines;
- (b) waives any objection which the Client may have at any time to the bringing of any proceedings in any such court; and
- (c) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

**28.3.** Intellectual Property Legal Clause:

The Client hereby is deprived from any right to use “CAPITALXTEND LLC” as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of “CAPITALXTEND LLC” for personal needs.

All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website in its totality, its contents, and any related materials (“Company’s IP”) shall remain at all times the sole and exclusive property of the Company and the Client shall have no right or interest in the Company’s IP except for the right to access and use the Company’s IP as specified in the Agreement.

The Client acknowledges that the Company’s IP is confidential and has been developed by means of substantial investments of skill, time, effort, and money. The Client shall protect the confidentiality of the Company’s IP and not allow website access to any third party. The Client shall not publish, distribute, or otherwise make the Company liable to third parties, any information derived from or relating to the Company IP. The Client shall not copy, modify, decompile, reverse engineer, or make derivative works of the Company’s IP.

## **29. USE OF THE TRADING PLATFORM, ACCESS DATA, MARKET DATA AND SAFETY**

- 29.1** The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands that CAPITALXTEND LLC reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he allowed such use.
- 29.2** When using the Trading Platform, the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Trading Platform or cause it to malfunction.
- 29.3** The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without CAPITALXTEND LLC's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
- 29.4** The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Trading Platform.
- 29.5** The Client agrees to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on his behalf according to clause 5.3.
- 29.6** The Client agrees to notify CAPITALXTEND LLC immediately if he knows or suspect that his Access Data has or may have been disclosed to any unauthorized person.
- 29.7** The Client agrees to co-operate with any investigation CAPITALXTEND LLC may conduct into any misuse or suspected misuse of his Access Data.
- 29.8** The Client accepts that he will be liable for all orders given through and under his Access Data and any such orders received by us will be considered as received by him. In cases where a third person is assigned as an authorized representative to act on his behalf (according to clause 5.3.), the Client will be responsible for all orders given through and under his representative's Access Data.
- 29.9** The Client acknowledges that CAPITALXTEND LLC bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 29.10** With respect to market data and/or other information which CAPITALXTEND LLC and/or any third party service provider may provide the Client in connection with the use by the Client of the CAPITALXTEND LLC Online Trading System, the Client agrees:

- a) that CAPITALXTEND LLC or such third party shall not be responsible or liable:
  - (i) if such data or information is found to be incorrect, inaccurate or incomplete and/or
  - (ii) for any actions taken or not taken by the Client on the basis of such data or information;
  
- b) to use such data or information solely for the purposes set out in this Client Agreement and in compliance with Applicable Regulations and/or other legislation, at all times;
- c) that such data or information belong to and are the property of CAPITALXTEND LLC or such third party and that the Client shall not be permitted to publish, transmit or otherwise reproduce such data or information, in whole or in part, and in any format to any third party except as required by Applicable Regulations and/or without CAPITALXTEND LLC's express written consent;
  
- d) to pay such fees and/or applicable taxes (if applicable) associated with the use of the Company Online Trading System or use of such data and/or information, as such fees may be communicated to the Client from time to time;
  
- e) to immediately inform CAPITALXTEND LLC in case the Client is no longer a non-professional user for market data purposes;
- f) to provide CAPITALXTEND LLC, immediately upon request by CAPITALXTEND LLC, with such information in relation to the Client and the Client's use or intended use of market data;
- g) that CAPITALXTEND LLC may monitor the Client's use of market data; and
- h) that CAPITALXTEND LLC may at its discretion remove the Client's access to market data at any time.

**29.11.** The Client represents and warrants that he will not use CAPITALXTEND LLC's Online Trading System in contravention of this Client Agreement, that he will use CAPITALXTEND LLC's Online Trading System only for the benefit of his Client Account and not on behalf of any other person, and that he will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through CAPITALXTEND LLC's Online Trading System or automate the process of accessing or obtaining such information.

## **30. REMEDIES FOR BREACH**

**31.1.** Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any actions required by or to otherwise comply with clause 30 or any inaccuracy

of the representation and warranty in clause 22.2, in either case, will not constitute an Event of Default or Termination Event in respect of such party.

## 31. RISK DISCLOSURE

**32.1.** CAPITALXTEND LLC discloses and the Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts that he/she is willing to undertake this risk.

## 32. TRADING BENEFITS

**33.1.** In the event where the Client agrees to participate in a promotion and/or contest which offers a trading benefit (hereinafter the Trading Benefits Scheme) the following terms and conditions shall apply:

- (a) A Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the applicable terms and conditions of the Trading Benefit Scheme.
- (b) CAPITALXTEND LLC will not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to Stop-out Level, if the trading benefit is withdrawn for any reason pursuant to the applicable terms and conditions of the Trading Benefit Scheme. CAPITALXTEND LLC ensures that losses will not exceed the total available funds per Clients' trading account(s) (negative balance protection).
- (c) CAPITALXTEND LLC reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time provided that it informs the Client that was granted a trading benefit in advance. The Client shall have the right either to continue using the Trading Benefit Scheme or to cancel it without any cost and without being considered that the trading benefit conditions are not fulfilled. Under no circumstances shall CAPITALXTEND LLC be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Trading Benefit Scheme.
- (d) Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a Client's account or multiple account with CAPITALXTEND LLC or otherwise related or connected to the Trading Benefit Scheme will nullify any and all transactions executed and/or profits or losses garnered therein.
- (e) CAPITALXTEND LLC reserves the right, at its sole discretion, to disqualify any individual from any trading benefit if CAPITALXTEND LLC suspects misuses or attempts to misuse the Trading Benefit Scheme or breaches the present Agreement and/or any of CAPITALXTEND LLC's Business Terms and/or the terms and conditions of the Trading Benefit Scheme and to cancel all orders and annul all profits of such client. In these circumstances, CAPITALXTEND LLC shall not be liable for any consequences of the trading benefit cancelation.
- (f) In the event of dispute, this shall be resolved in accordance to the complaints procedure set out herein. It is hereby acknowledged and accepted that the Client should also consult the

Complaints Management Policy found on CAPITALXTEND LLC's website, as amended from time to time, visà-vis the initiation of any dispute resolution.

- (g) Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the binding version in the event of any discrepancy between the two languages.

## 34. SWAP FREE ACCOUNT

**34.1.** In the case where the Client opens a Swap-Free Trading Account(s) the Client acknowledges and agrees to the following:

- (a) If CAPITALXTEND LLC suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) or otherwise related or connected to any and/or all Transactions, then CAPITALXTEND LLC reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all Transactions made in the account(s) and decline from accepting any further requests from the Client to be exempted from any swaps;
- (b) The Client acknowledges and agrees to:
  - (i) trade only with Financial Instruments; and
  - (ii) the Swap Free charge for all positions open as these may be defined and/or issued by CAPITALXTEND LLC from time to time (inclusive of the day of the position is opened and/or closed) and as such charges and duration is provided within the Contract Specifications for Swap Free Accounts section on the Website.
- (c) The Client acknowledges and accepts herein that, CAPITALXTEND LLC reserves the right upon its sole discretion, from time to time, and/or at any time to:
  - (i) amend the Swap Free Charge; and/or
  - (ii) amend the Instruments provided by posting on the Swap Free Page, following which such amendments/changes shall be effective on the date stated thereof; and/or (iii) discontinue the swap-free account without issuing further warning to the Client.

**34.2.** In the event that CAPITALXTEND LLC determines, in its sole discretion, that an Order(s) submitted by the Client is clearly erroneous, CAPITALXTEND LLC reserves the right to disable the relevant account of the Client to Close Only Mode. A 'clearly erroneous order' is defined as, but shall not be limited to, an order at a price substantially different from, or inconsistent with, the prevailing market for any given tradeable financial instrument on a trading day or, as applicable, outside the traded range for any given tradeable financial instrument for a particular moment in time that may be in question.



- 34.3.** If CAPITALXTEND LLC disables Client's account to Close Only Mode, it means that the Client will not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client will be permitted to close, part close or reduce exposure under the existing Transactions.
- 34.4.** The right of CAPITALXTEND LLC to disable the account is subject to prior notification of the Client. CAPITALXTEND LLC shall give the Client either oral or a written (includes electronic) notice of its intention to disable the account. The Client shall have three (3) working days from the date of notice to withhold all clearly erroneous Orders. In the event that the Client has failed to do so, CAPITALXTEND LLC will disable the account as stated above until any of the erroneous Orders is effective.
- 34.5.** CAPITALXTEND LLC shall not be liable for losses of the Client arising from or in connection with submission of the clearly erroneous Order(s) and followed disability. The Client agrees to indemnify and hold CAPITALXTEND LLC harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard will be resolved by CAPITALXTEND LLC in its sole and absolute discretion.

## **35. MARKET ABUSE**

- 35.1.** The Client shall not arrange or execute or place any Open Position, Trade and/or Order with CAPITALXTEND LLC or otherwise, nor will the Client behave in a manner that would amount to market abuse and/or market manipulation and/or insider dealing (by the Client himself or acting jointly with another person). In addition, the Client shall not arrange or execute or place an Open Position, Trade and/or Order that contravenes any primary or secondary legislation or other law or regulatory rules in relation to Market Abuse.
- 35.2.** In the event that the Client placed an Open Position, Trade and/or Order in breach of any of the representations and warranties given above or if CAPITALXTEND LLC has grounds for suspecting that the Client has done so, CAPITALXTEND LLC may in its absolute discretion (and with or without giving notice to the Client), and without being under any obligation to inform the Client of its reason for doing so, close that Open Position and/or Order and any other Open Position and/or Orders that the Client may have open at that time, and also in CAPITALXTEND LLC's absolute discretion:
- a) enforce the Open Position or Trade against the Client if it is an Open Position or Trade under which the Client had made losses; and
  - b) treat all of the Clients' Open Positions and Trades under this paragraph as immediately void even if they are Open Positions or Trades under which the Client has made profits.

Unless and until the Client produces conclusive evidence that in fact they have not committed the breach of warranty and/or misrepresentation as referred to above, within the period of one month from the date of closure under this paragraph, all such Trades between the Company and the Client (under which the Client has made profits) will be finally null and void.

- 35.3.** CAPITALXTEND LLC can exercise the above rights regardless of the effect it may have on the Client's other Open Positions or Orders, or other positions the Client may have with a third party and even if a loss arises as a result.
- 35.4.** CAPITALXTEND LLC is not required to give advance notice to the Client of the exercise of its rights as above, but CAPITALXTEND LLC will inform the Client as soon as practicable that it has exercised such rights.

## **36. CONFIRMATIONS**

- 36.1.** Information on Order(s) status, Client Account status, Trade Confirmations and messaging facility between the Parties will be sent to the Client either in electronic form by e-mail to the email address which CAPITALXTEND LLC will have on record and/or provided via its internal mail system of the Company Online Trading System.
- 36.2.** The Client is obliged to provide CAPITALXTEND LLC with e-mail address for the purposes of this clause. It is the Client's responsibility to inform CAPITALXTEND LLC of any change to his email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.
- 36.3.** CAPITALXTEND LLC will send to the Client, in the method specified above in clause 37.1, a Trade Confirmation in respect of each executed Order. Trade Confirmations will be sent prior to the close of the back office on the Business Day following the day on which the Order is executed or if the confirmation is received from a third party, no later than the first business day following receipt of the confirmation.
- 36.4.** If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact CAPITALXTEND LLC. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies CAPITALXTEND LLC in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.
- 36.5.** If CAPITALXTEND LLC holds Client money and/or Client Financial Instruments, it shall send to him/her at least once every year a statement of those Client money and/or Client

Financial Instruments unless such a statement has been provided in any other periodic statements.

- 36.6.** CAPITALXTEND LLC will provide the Client with an online access to his Client Account via the Company Online Trading System, which will provide him with sufficient information in order to manage his Client Account

## APPENDIX A: Interpretation of terms

I. In this Agreement:

**“Abnormal Market Conditions”** shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

**“Access Data”** shall mean the Client’s access codes, any login code, password(s), his Trading Account number and any information required to make Orders with CAPITALXTEND LLC.

**“Affiliate”** shall mean in relation to CAPITALXTEND LLC, any entity controlled directly or indirectly, by CAPITALXTEND LLC, any entity that controls directly or indirectly, CAPITALXTEND LLC, or any entity directly or indirectly under common control with CAPITALXTEND LLC. For this purpose, “control” means ownership of a majority of the voting power of CAPITALXTEND LLC or entity.

**“Agent”** shall mean an entity appointed to act solely on the appointing party’s behalf to deal with the other party in relation to all or part of the actions under the relevant provision.

**“Agreed Process”** means any process agreed between the parties in respect of a Dispute other than the Dispute Resolution Procedure, as may be amended between the parties.

**“Applicable Rate”** means:

- (a) Federal Funds rate, if the Currency of the Trading Account is US dollars;
- (b) Key European Central Bank (repo) Interest Rate, if the Currency of the Trading Account is Euros;

**“Ask”** shall mean the higher price in the Quote being the price at which the Client may buy.

**“Balance”** shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.



**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in the Quote being the price at which the Client may sell.

**“Business Day”** shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday to be announced by CAPITALXTEND LLC on the Website. **“CFD”** shall mean Contract for Differences.

**“Chapter 3”** shall mean chapter 3 of the Internal Revenue Code of the United States (Withholding of Tax on Nonresident Aliens and Foreign Corporations). Chapter 3 contains sections 1441 through 1464.

**“Chapter 4”** shall mean chapter 4 of the Internal Revenue Code of the United States (Taxes to Enforce Reporting on Certain Foreign Accounts). Chapter 4 contains sections 1471 through 1474.

**“Charges”** shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

**“Client”** shall mean a person and/or legal entity who has completed the “Complete your Profile” Form via the Website and/or the “Corporate Trading Account Application Form” as per clause 3.2 above herein or any other designated by CAPITALXTEND LLC method, has read and accepted the Operative Agreements and relevant identity checks have been completed to CAPITALXTEND LLC’s satisfaction.

**“Client Terminal”** shall mean the trading software, which is used by the Client in order to obtain information of financial markets (which content is defined by CAPITALXTEND LLC) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from CAPITALXTEND LLC. The program can be downloaded on the Website free of charge.

**“Client Terminal Log File”** shall mean the file, which is created by the Client Terminal in order to record all the Client’s Requests and Instructions with accuracy to a second.

**“Complete your Profile”** shall mean the on-line registration form that can be found during the client’s registration process in the Website.

**“Completed Transaction”** shall mean two counter deals of the same size in different directions (opening a position and closing the position): buying and then selling or selling and then buying.

**“Contract Specifications”** shall mean principal trading terms (Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed on the Website.

**“Corporate Client”** shall mean a legal entity who has completed and signed the “Corporate Trading Account Application Form” and has read and approved the Operative Agreements as can be found

in the Website and relevant identity checks have been completed to CAPITALXTEND LLC's satisfaction.

**“CRS”**: shall mean the Common Reporting Standard.

**“Currency of the Trading Account”** shall mean the currency that the Client chooses when opening the Trading Account.

**“Currency Pair”** shall mean the object of a Transaction based on the change in the value of one currency against the other.

**“Client Information”** shall mean any information or documentation that CAPITALXTEND LLC receives from the Client or otherwise obtain which relates to him, his Account or the provision or the use of the Services.

**"Data Delivery Date"** means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the Joint Business Day immediately prior to the PR Due Date.

**"Data Reconciliation"** means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party's own books and records of all outstanding Relevant Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.

**"Dealing on own account"** means trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments; the terms "trade on own account" or "trading on own account" shall have a similar interpretation;

**“Dispute”** shall mean either:

- (a) the conflict situation when the Client reasonably believes that CAPITALXTEND LLC as a result of any action or failure to act breaches one or more terms of the Operative Agreements; or
- (b) the conflict situation when CAPITALXTEND LLC reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Operative Agreements; or
- (c) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a Dealer made a Manifest Error or because of a software failure of the Trading Platform; or
- (d) any dispute between the parties (i) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure (or other Agreed Process) pursuant to the Dispute Resolution Risk Mitigation Techniques; and (ii) in respect of which a Dispute Notice has been effectively delivered.

**"Dispute Date"** means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one party to the other party save that if, with respect to a Dispute, both parties deliver a



Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date. Each Dispute Notice will be effectively delivered if delivered in the manner agreed between the parties for the giving of notices in respect of this Agreement.

**"Dispute Notice"** means a notice in writing which states that it is a dispute notice for the purposes of clause 30 and which sets out in reasonable detail the issue in dispute (including, without limitation, the Relevant Transaction(s) to which the issue relates).

**"Dispute Resolution Procedure"** means the identification and resolution procedure set out in clause 30(4).

**"Dormant and/or Inactive Account"** shall mean any Company Client trading account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

**"Dormant and/or Inactive Account Fee"** shall mean a handling fee of \$5 or equivalent per month imposed by the Company and/or paid by a Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

**"Electronic Communications"** shall mean any type of electronic communication such as video conferencing, email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile device applications (list is not exhaustive).

**"Eligible Counterparty"** shall mean an "Eligible Counterparty" for the purposes of the Law.

**"Equity"** shall mean: Balance + Floating Profit - Floating Loss.

**"Error Quotes"** are rates received which are transmitted to the Client's Terminal due to a system of technical error.

**"Error Quote (Spike)"** shall mean an Error Quote with the following characteristics:

- (a) a significant Price Gap; and
- (b) in a short period of time the price rebounds with a Price Gap; and
- (c) before it appears there have been no rapid price movements; and
- (d) before and immediately after it appears that no important macroeconomic indicators and corporate reports are released; and
- (e) a significant variance from marketing pricing

CAPITALXTEND LLC has the right to delete an Error Quote (Spike) from the Server's Quotes Base.

**"European Union"** means the economic and political union established in 1993 by the Maastricht

**"Event of Default"** shall have the meaning given in clause 24.

**"FATCA"** shall mean the Foreign Account Tax Compliance Act.

**"Financial Instruments"**: shall mean the Financial Instruments the Company is trading on over the counter (OTC) basis on CFDs.

**"Floating Profit/Loss"** shall mean current profit/loss on Open Positions calculated at the current Quotes.

**"Force Majeure Event"** shall have the meaning as set out in clause 26.

**"Free Margin"** shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity Less Necessary Margin.

**"CAPITALXTEND LLC"** shall mean Capitalxtend LLC .

**"CAPITALXTEND LLC News Webpage"** shall mean the page of the Website where CAPITALXTEND LLC news is displayed on.

**"Hedged Margin"** shall mean the margin required by CAPITALXTEND LLC sufficient to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.

**"Illicit Profit"** shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

**"Indicative Quote"** shall mean a Quote at which CAPITALXTEND LLC has the right not to accept any Instructions or execute any Orders.

**"Initial Margin"** shall mean the margin required by CAPITALXTEND LLC to open a position. The details for each Instrument are in the Contract Specifications.

**"Instruction"** shall mean an instruction from the Client to CAPITALXTEND LLC to open/close a position or to place/modify/delete an Order.

**"Instrument"** shall mean any Currency Pair, Precious Metal, Stock CFD, Energy.

**"Joint Business Day"** means a day that is a Local Business Day in respect of each party.

**"Key Terms"** means, with respect to a Relevant Transaction and a party, the valuation of such Relevant Transaction and such other details the relevant party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument,



the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, "Key Terms" does not include details of the calculations or methodologies underlying any term.

**“Law”** Law of Governing jurisdiction.

**“Leverage”** is offered by brokers to maximize traders' buying power by giving them the ability to deposit a small amount of funds and trade larger volumes and can be found in the Trading Account Comparison section of the Website. Leverage is expressed as a ratio form, so if it is 1:30 for example, a trader's buying power is magnified 30 times. Leverage provides opportunities for multiplied profits but at the same time one may have multiplied losses as well.

**“Local Business Day”** shall mean a day on which commercial banks and foreign exchange markets settle payments and are open for general business.”

**“Long Position”** shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**“Lot”** shall mean a unit of Securities Base Currency or troy oz. of Precious Metal in the Trading Platform.

**“Lot Size”** shall mean the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Contract Specifications.

**“Margin”** shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

**“Margin Level”** shall mean the percentage Equity to Necessary Margin ratio. It is calculated as  $(\text{Equity} / \text{Necessary Margin}) * 100\%$ .

**“Margin Trading”** shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

**“Market Abuse”** shall mean any unscrupulous behavior addressed to the Market Abuse Law of 2016 (Law 102(I)/2016) and as amended, supplemented and/or replaced from time to time.

**“Market Data”** shall mean data that has been collected, validated, processed and recorded by the System or other sources made available for transmission to and receipt from either a Redistributor or from Nasdaq relating to eligible securities or other financial instruments, markets, products, vehicles, indicators or devices.

**“Matched Positions”** shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.





**“Matched Principal”** shall mean that CAPITALXTEND LLC interposes itself between the buyer and the seller to the transaction in such a way that is not exposed to market risk throughout the execution of the transaction as both sides are executed simultaneously. As the transaction is concluded at a price where CAPITALXTEND LLC makes no profit or loss, other than a previously disclosed commission, a fee may be charged for the transaction. Details of which are disclosed on the CAPITALXTEND LLC’s website.

**“Manifest Error”** shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer’s action in regard to the prices which are significantly different from the market prices.

**“MyCapital”** shall mean the Client’s official private and personal space and gateway to all the services offered by CAPITALXTEND LLC including but not limited to any trading and/or non-trading activity.

**“Necessary Margin”** shall mean the margin required by CAPITALXTEND LLC to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

**“No-Dealing Desk Execution”**: Clients’ orders are sent directly to the interbank market and there is no dealing desk involved in the Transaction.

**“Normal Market Size”** shall mean:

(a) for the Currency Pair: the maximum number of units of Base Currency that are executed by CAPITALXTEND LLC in the Instant Execution mode. This information for each Instrument is displayed in the Contract Specifications.

(b) For the Precious Metal: the maximum number of troy oz. which can be executed by CAPITALXTEND LLC in the Instant Execution mode.

**“Normal Market Conditions”** shall mean the market where there are no:

- considerable breaks in the Quotes Flow in the Trading Platform;
- and
- fast price movements; and - large Price Gap.

**“Open Position”** shall mean a Long Position or a Short Position which is not a Completed Transaction.

**“Operative Agreements”** shall mean this Agreement, the Risk Disclosure, the Services document, the Order Execution Policy and the Conflict of Interest Policy and the Terms of Business, and all agreements and policies as these may be found in the Policies and Regulation section of the Website.



The Client acknowledges that the Operative Agreements may be amended by CAPITALXTEND LLC from time to time and the last version shall be available by accessing the Website.

**“Order”** shall mean an instruction from the Client to CAPITALXTEND LLC to open or close a position when the price reaches the Order Level.

**“Order Level”** shall mean the price indicated in the Order.

**“OTC”** or **“Over-the Counter”** security shall mean a security traded in some context other than on a formal exchange. OTC occurs with commodities, Financial Instruments (including stocks) and derivatives of such products.

**“Personal Data”** shall mean any information relating to an identified or identifiable natural person such as a name, an identification document and number, location data, electronic and telephone communications, financial information, trading and non-trading activity and history or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“Precious Metal”** shall mean spot gold or spot silver.

**“Price Gap”** shall mean the following:

(a) the current Quote Bid is higher than the Ask of the previous Quote; or (b) the current Quote Ask is lower than the Bid of the previous Quote.

**“Professional Client”** shall mean a “Professional Client” for the purposes of the Applicable Regulations as defined in the Customer Categorization document, as this can be found in the Website.

**“Quote”** shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

**“Quote Currency”** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Quotes Base”** shall mean Quotes Flow information stored on the Server.

For example, if the Client has a Long Position of 2.0 Lots and a Short Position of 3.0 Lots in the same Instrument, then the Long Position and 2.0 Lots of the Short Position are considered as Matched Positions and 1.0 Lot of the Short Position is not a Matched Position.

**“Quotes Flow”** shall mean the stream of Quotes in the Trading Platform for each Instrument.



**“Pending Order”** shall mean an instruction from the Customer to the Company to open a position once the price has reached the level of the Order.

**“Principal”**: CAPITALXTEND LLC acts as Principal when it is the sole execution venue with respect to the execution of Client orders; “Principal” may refer to “Risk-Less” Principal.

**“Rate”** shall mean the following:

- (a) for the Currency Pair: the value of the Base Currency in the terms of the Quote Currency; or
- (b) for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency specified in the Contract Specifications for this instrument; (b)

**“Relevant Amount(s)”** shall mean any free Equity in the Client’s Trading Account not used for margin purposes.

**“Request”** shall mean a request from the Client to CAPITALXTEND LLC given to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

**“Retail Client”** shall mean a “Retail Client” for the purposes of the Applicable Regulations as defined in the Customer Categorization document, as this can be found in the Website.

**“Risk Acknowledgement and Disclosure”** shall mean the “Risk Acknowledgement and Disclosure” document as this can be found in the Website;

**“Risk-less Principal”**: CAPITALXTEND LLC acts as Risk-less Principal when it receives a Client order for execution and immediately executes an identical order in the market, while taking on the role of Principal, in order to fill the Client’s order.

**“Rollover/Interest Policy Webpage”** shall mean as set out in the “contract specification” page on the Website.

**“Segregated Account”** shall mean a client bank account as defined by and held in accordance with the Applicable Regulations.

**“Segregated Funds”** shall have the meaning as set out in clause 6.1.

**“Server”** shall mean the MetaTrader Server program, version 4 . The program is used to execute the Client’s Instructions or Requests, to provide trading information in real-time mode (the content is defined by CAPITALXTEND LLC), in consideration of the mutual liabilities between the Client and CAPITALXTEND LLC, subject to the Terms of Business.



**“Server Log File”** shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to CAPITALXTEND LLC as well as the results of the execution.

**“Services”** shall mean the services provided by CAPITALXTEND LLC to the Client as set out in clause 7.

**“Short Position”** shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

**“Spread”** shall mean the difference between Ask and Bid.

**“Third party service provider”** refers to an entity that the parties agree will perform all or part of the actions under the relevant provision for both parties.

**“Trading Account”** shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

**“Trading Account History”** shall mean any of and/or all Client’s trading and/or non-trading activity including but not limited to deposits, withdrawals, credits and/or any other services offered by CAPITALXTEND LLC within a Client’s CAPITALXTEND LLC account(s), whether these derive from and/or on MetaTrader 4 Platforms and as these may be from time to time in part of or all be transferred and/or further archived and/or shrunk and/or compressed, however fully accessible at any time by the Client from and/or on his/her MyCAPITALXTEND LLC, private and personal space.

**“Trading Platform”** shall mean all programs and technical facilities which provide real-time Quotes, allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and CAPITALXTEND LLC. The Trading Platform consists of the Server and the Client Terminal including, but not limited to MetaTrader 4 platform.

**“Transaction”** shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Terms of Business.

**“Transaction Size”** shall mean Lot Size multiplied by number of Lots.

**“Website”** shall mean the website(s) operated by CAPITALXTEND LLC, including without limitation the websites at [www.capitalxtend.com](http://www.capitalxtend.com) or any such other website or sub-domain as CAPITALXTEND LLC may maintain from time to time for access by Clients.

**“Written Notice”** shall have the meaning set out in clause 19.

II. All references to a statutory provision include references to:

Capitalxtend is a business brand of Capitalxtend LLC Liability Company, Registered office: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines under License number 395LLC2020

- (a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;
  - (b) all statutory instruments or orders made pursuant to it; and
  - (c) any statutory provision of which that statutory provision is a re-enactment or modification.
  
- III. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- IV. Unless otherwise stated, a reference to a clause, party is a reference to respectively a clause in or a party to this Agreement.
- V. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.
- VI. Any words whose meaning is not defined in this Agreement, shall have the meaning provided in the Terms of Business.