



TERMS OF SERVICE AND CONDITIONS  
CONNEXT LLC

TERMS OF SERVICE AND CONDITIONS  
GENERAL TERMS OF BUSINESS, CLIENT AGREEMENT AND RELATED DOCUMENTS

Connext LLC

These Terms of Service and Conditions (the "Agreement"), including any section of this document, apply to the access and/or use of Connext LLC belongings, including but not limited to the website(s), trading platform(s), systems and other related trading facilities.

Please read these Terms of Service and Conditions entirely and carefully before accessing and/or using any of our services in any way.

Before becoming a client of Connext LLC, you must read, understand, agree with and accept all the Terms of Service and Conditions in this Agreement without modification.

All sections of this Agreement, including but not limited to the appendixes, form the entire Agreement between the Company and those receiving its services and/or using its facilities directly or indirectly via its belongings as explained above. This includes the terms and conditions expressly stated below and those incorporated herein by reference.

# CONNEXT

**IMPORTANT NOTICE**

DO NOT USE ANY FACILITY AND/OR BELONGINGS OF THE COMPANY OR ACCESS OUR SERVICES AND/OR ONLINE TRADING PLATFORM IN ANY WAY IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE AND CONDITIONS OF THIS AGREEMENT

VERSION: 1.0.9 – January 2026  
Effective from 05.01.2026 until Further Notice

## **Preamble**

December 2022 - Connex LLC (hereafter referred to as "ConnexFX", "Company", "we", "us", or "our") is a registered company in Saint Vincent and the Grenadines with the company number 2652 LLC 2022. Following the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of Saint Vincent, and the Grenadines Revised Laws of 2009 (hereafter referred to as "Law"), the Company received authorization via its registration as an international business company for providing forex trading brokerage activities. Its registered office is at Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines.

The Law does not prohibit any of the Company's objectives and/or activities and/or Services. This statement includes, but is not limited to, all financial, commercial, trading, lending, borrowing, service activities, and participation in other businesses and/or enterprises, as well as the provision of brokerage, managed account services, and trading. The authorization does not imply any license anyhow for performing the relevant activities and providing the relevant services by the Company.

These Terms of Service and Conditions (from now on, jointly referred to as " Terms of Service and Conditions", " Terms and Conditions ", " Terms of Business ", "Agreement", or "document") apply to existing clients/employees/contractors and affiliates, potential clients/employees/contractors and affiliates, website visitors and clients/employees/contractors and affiliates whose contractual relationship with the Company has been terminated by either the Company or the client/employee/contractor and affiliate or both (from now on, jointly referred to as "related persons", "person(s)", "User(s)", "Client(s)", "Customer(s)", "you" or "your") and who are using and/or otherwise accessing the Company's website(s), mobile and web applications, trading platforms, any trading system and/or order management system(s) and related (trading) facilities, provided by the Company from time to time, enabling the Client to receive the Services (from now on referred to as the "Online trading Facility", "Platform(s)", or "website(s)").

If the Client consists of multiple individuals, the Client's obligations under this Agreement shall be joint and several. Any reference in the Agreement to the word "Client" shall be construed, when appropriate, as a reference to one or more of these individuals. All individuals who make up the "Client" are considered to have received any warning or other notice delivered to one of them. All individuals who make up the "Client" are deemed to have provided any Order, instruction, or other communication given by one of them.

The Company reminds the Client that, upon acceptance of this Agreement, the Client is entering into a contractual business relationship with the Company, which is effective on an ongoing basis. In addition, the Company has developed this document to describe the Terms of Business with the Client for the Company to carry the Client's account(s) and provide services for purchasing and selling derivatives of financial instruments and other asset classes such as foreign exchange, including but not limited to financial Contracts for Difference, Non-Deliverable forwards and other related derivatives. These Terms of Service and Conditions determine the contractual relationship between Connex LLC and the Client.

The Company does not aim to display its website and/or provide its services to persons in countries where the use of the website and its services is contrary to their national regulatory framework. When a user accesses the Online trading Facility from a country with or without prohibited access to this website and/or the Online trading facility in general, it is the user's responsibility to use the Online

Trading Facility under his/her local laws or regulations. The Company does not guarantee or claim that the Online trading Facility's information is suitable for all jurisdictions worldwide.

The Company is committed to securing your personal and financial data to maintain your privacy while providing you with satisfying online trading experience. Under this Agreement, "personal data" refers to any information the Company can use to identify or potentially identify a person. This information might include but is not limited to a client's name, address, identification number, phone number, date of birth, and other financial data (hereafter referred to as "personal data").

By registering with or accessing the ConnexFX Online trading Facility, you consent to collecting and using the personal data we require from you. By registering an account with Connex LLC you agree to have your personal data processed and expressly consent to the collection, systematization, aggregation, storage, revision (updating, changing), usage, anonymization, blocking deletion, and distribution (transfer) of said personal data to third parties following the rules and conditions outlined in the Privacy Policy and the Anti-Money Laundering, Terrorist Financing And K.Y.C. Policy & Procedures, which must always be read in conjunction with this Agreement and form an integral and indivisible part from now onwards.

Clients and prospective Clients must read this Agreement thoroughly before entering a contractual relationship with the Company.

The English language is the definitive, authoritative, official, and unalterable version of this Agreement and all other Company documents. Any translations provided by the Company to the Client are only done so for the Client's convenience, and they should always be read alongside the English text, which is the only version of the Agreement that is meant to have legal force.

The Company's management is dedicated to abiding by all applicable laws concerning the established contractual relationship between the Company and the Client. Anyone who disobeys the terms of this Agreement or permits or encourages another person to do so will face appropriate disciplinary action(s), up to and including termination of the Agreement, as well as personal civil, criminal, and/or administrative procedures, fines, and/or penalties.

If you disagree at any point with any of the Terms of Service and Conditions stated in any part of this Agreement, you are not permitted to use and/or access the Online Trading Facility and any other Company's belongings anyhow.

If the Client does not agree to accept the following clauses constituting this Agreement, the Client should stop accessing and/or using the Company services immediately.



## **Table Of Contents**

<b>IMPORTANT NOTICE.....</b>	<b>2</b>
<b>Preamble.....</b>	<b>3</b>
<b>Table Of Contents.....</b>	<b>5</b>
1. <i>SCOPE.....</i>	7
2. <i>OUR COMPANY.....</i>	8
3. <i>OUR SERVICES.....</i>	8
4. <i>CLIENT ACCOUNT – OPENING, USE &amp; MAINTENANCE TERMS AND CONDITIONS.....</i>	11
5. <i>UNAUTHORIZED ACTIVITIES.....</i>	21
6. <i>USE OF COMMUNICATION SERVICES.....</i>	22
7. <i>EXCLUSION OF LIABILITY (REPRESENTATIONS AND WARRANTIES OF CLIENT).....</i>	23
8. <i>INDEMNITY.....</i>	26
9. <i>RISK EXPLANATION AND WARNING.....</i>	26
10. <i>ONLINE ACCESS &amp; SUSPENSION OF SERVICES.....</i>	29
11. <i>PRIVACY POLICY – DATA PROCESSING.....</i>	29
12. <i>INTERNAL/EXTERNAL LINKS, BROADCASTING AND INFORMATION.....</i>	30
13. <i>INFORMATION PROVIDED TO OR POSTED ON ANY CONNEXT LLC WEBSITE.....</i>	30
14. <i>TAXATION.....</i>	31
15. <i>AMENDMENTS AND UPDATES.....</i>	31
16. <i>TERMINATION.....</i>	31
17. <i>EVENT OF DEFAULT &amp; FORCE MAJEURE.....</i>	33
18. <i>COMPLAINTS.....</i>	34
19. <i>COMMUNICATION.....</i>	35
20. <i>LEGAL NOTICE.....</i>	35
21. <i>COPYRIGHT NOTICE – INTELLECTUAL PROPERTY – TRADEMARKS.....</i>	36
22. <i>LANGUAGE.....</i>	37
23. <i>CLIENT'S HOLISTIC DECLARATION.....</i>	37
24. <i>APPENDIXES.....</i>	38

## TERMS OF SERVICE AND CONDITIONS

The Company and the Client shall from now on collectively refer to as the "Parties" or each a "Party."

WHEREAS: -

- (1) Connext LLC is registered as a company in Saint Vincent, and the Grenadines (from now onwards "SVG") with the company number 2652 LLC 2022, and its registered office is at Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent, and the Grenadines. Following the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of Saint Vincent, and the Grenadines Revised Laws of 2009 (hereafter referred to as "Law"), the Company is authorized as an international business company for providing forex trading brokerage activities. The Company is authorized to provide Services as described in Clause 3 below (from now on referred to as the "Services").
- (2) "Client(s)" or "Customer (s)", in addition to the general term given in the Preamble, means any natural or legal person:
  - a. Who seeks to enter a business relationship or conduct an individual (Ad hoc) transaction with the Company or
  - b. To whom the Company provides any investment and/or ancillary services or
  - c. Suppliers, agents, distributors, counterparties, and any other person with whom the Company has an established business relationship that will involve transferring and/or receiving funds.
- (3) "Business relationship" or "contractual relationship" means any business and/or professional and/or commercial relationship between the Client and the Company relating to the business activities and Services of the Company and is expected by the Company at the time of entering the contract, to be of some duration.
- (4) The Client wishes to receive, and the Company is willing to provide, the Services following the terms of service and conditions stated herein.
- (5) The Client acknowledges and agrees that this Agreement is conditional upon the Client's approval as a Company's Client (as defined above) by the Company at its absolute and sole discretion.
- (6) The Client currently and permanently waives all claims toward the Company if the Company has not Approved the Client to become a Company's Client.

NOW, THEREFORE, the Parties do at this moment agree to bind themselves as follows legally and in good faith

## 1. SCOPE

- These Terms of Service and Conditions determine the contractual relationship between Connex LLC and the Client.
- All Clients must read, understand, comprehend, agree with and accept this Agreement before using the Online trading Facility, as doing so implies entering a contractual relationship with Connex LLC.
- As a result of this Agreement and/or use of the Connex LLC Online Trading Facility and/or any other property, you acknowledge and agree that no joint venture, partnership, employment relationship, and/or agency relationship exists and is generated between you and Connex LLC
- The Company reserves the right to engage the services of third-party entities to deliver the Services to the Client.
- If any part of this Agreement—including, but not limited to, the warranty disclaimers and liability limitations herein—is determined to be invalid or unenforceable by applicable law, the section that is invalid or can't be enforced will be replaced by a legal, enforceable section that comes closest to expressing what the original section was trying to say, and the rest of the Agreement will still be in full force and effect. Any provision of the Agreement that is or becomes, at any time, illegal, void, or unenforceable in any respect under the laws and/or regulations of any jurisdiction will be deemed to be amended to the least extent necessary to comply with such rules, regulations, or laws; if the preceding is not possible, the provision shall be assumed to have never been a part of the Agreement, and the Agreement will be interpreted as if it never existed.
- This Agreement, including but not limited to its Appendices, the Legal Notice, Copyright Notice, Privacy Policy, and the Anti-Money Laundering, Terrorist Financing, and K.Y.C. Policy & Procedures constitute the entire Agreement between the user and/or client and Connex LLC regarding the Connex LLC Online Trading Facility unless something to the contrary is expressly stated or otherwise specified herein.
- Our Legal Notice, Copyright Notice, Privacy Policy, and the Anti-Money Laundering, Terrorist Financing, and K.Y.C. Policy & Procedures should always be consulted by all users, clients, and prospective users, clients, as they form an essential and indivisible part of the entire Agreement between you and Connex LLC. As a result, by using the Connex LLC Online Trading Facility, you represent and warrant that you have read, understood, agreed with, and accepted the Agreement.
- The Online Trading Facility of the Company is not intended for distribution, use, and/or access in any place where such distribution, use, and/or access would be contradictory to the local regulatory framework, such as the national regulations and laws.
- To the extent that the context or the express provisions of this Agreement otherwise require:
  - a. Words that use the singular or plural number include both the singular and plural. Words of any gender include all the other genders.
  - b. The term “in writing” includes:
    - i. A written instrument signed by any of the Parties; and
    - ii. A notification, notice or communication is given following Clause 19 of this Agreement.
  - c. The terms “from now onwards,” “from now on,” “hereof,” “herein,” “hereby,” “hereto,” and other similar words refer to this entire Agreement and have the same interpretation.

- d. The words "include" or "including" are deemed to be followed with "without limitation" or "but not limited to" whether such phrases or words follow them.
- e. Any reference to legislation or statutory provision is interpreted as a reference to the statute or provision as amended, modified, or reenacted from time to time.
- f. References to "this Agreement" or any other agreement, document or instrument are to be construed as a reference to such agreement, document or instrument as amended, replaced, modified or supplemented and in effect from time to time and includes a reference to any document which amends, replaces, modifies or supplements it, or is entered, made or given under or following its terms, provisions and conditions.
- g. The headings, titles and subtitles in this Agreement are for convenience only and are to be ignored in constructing this Agreement.
- h. References to persons include natural persons, legal persons, corporate or unincorporated bodies, their successors, and any permitted transferees and assignees.
- i. No rule of construction applies to any Party's detriment because that Party has control and/or was responsible for preparing this Agreement or any part thereof.
- j. If the day on and/or by which anything must be completed on a Sunday and/or a public holiday, it must be completed on the next working day (a public holiday is a day on which commercial banks are opened for general banking business in the SVG); and
- k. In conducting its obligations and duties under this Agreement, the Parties have an implied obligation of good faith.

- "Client Account," "Client Trading Account," "Trading Account," or "Account" shall mean an account used for internal calculation, opened by the Company on the Company's Online trading Facility under the Client's name and allows him to receive the Services of the Company after they enter a contractual relationship.

## **2. OUR COMPANY**

- Connex LLC has registered offices at Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines.
- "Connexfx" and "Connex LLC" are the trade names of our Company.
- Connex LLC is authorized to provide forex trading brokerage activity. This authorization does not imply the ownership and/or acquisition of a license from a local supervisory authority as long such a license does not exist and is not provided in Saint Vincent and the Grenadines by any local authority.

## **3. OUR SERVICES**

- The services of Connex LLC are provided electronically, solely through its Online Trading Facility. The nature of our services does not constitute advice on any matter and in any manner whatsoever.
- The Company offers the following investment services:

- i. Reception and transmission of orders on behalf of its clients for the financial instruments it offers to third parties.
- ii. Execution of orders for clients; and
- iii. Dealing on own account when fulfilling client orders for given financial instruments.

Note: "fulfilling client orders" includes the execution, clearance and settlement of these Orders until they become Transactions or Trades. Transaction and Trade have the same meaning in this Agreement.

- The Company offers the following ancillary services:
  - i. Granting credits or loans to the client to enable him to conduct a transaction in one or more financial instruments where the firm providing the credit or loan is involved in the transaction.
  - ii. Safekeeping and administration of financial instruments and funds for the Client's account, including custodianship and related services such as collateral management.
  - iii. Foreign exchange services when they are associated with the provision of investment services, and
  - iv. Investment research, financial analysis, or other general recommendations for purchasing or selling financial instruments.
- In addition, but not only, but the following services are also available through our online trading facility:
  - i. The dissemination of general information regarding the stock exchanges and financial markets around the world, pertinent price indices, alternative sources and techniques for income, market investments, foreign exchange ("forex"), contracts for difference (CFDs), futures, share options, other types of options, shares, and related markets and products.
  - ii. The organization and conduct of seminars (webinars), meetings, and/or workshops regarding the services mentioned above through the Internet and/or in person.
  - iii. Technical and fundamental analysis of the markets and/or products.
- The Company offers the Client the ability to trade online via trading platforms. The two trading platforms offered by the Company to the Client are the MT5, a product of MetaQuotes Software Inc.
- The Company offers its Services at the best of its financial, operational and technological capacity. Please refer to our Best Execution Policy for more information (Appendix 5).
- Connex LLC has the right, after prior notice, to set subscription and/or membership fees, which may occur on a pre-agreed rate and timeframe with the Client and/or a representative of the Client.
- Unless agreed otherwise between the Parties, the Company shall provide the Online trading Facility to the Client. The Client is eligible to use the Online trading Facility during the period of this Agreement to enable the provision of Services by the Company. The Company reserves the right to administer fees related to the provision of the Online Trading Facility.
- The Client agrees and understands that any information or material provided by the Company regarding general market commentary, technical analysis, financial analysis, indications, assessments, guidance, disclosure or any other research information (collectively, "Professional Information") do not constitute investment advice or any form of recommendation by the Company to enter or refrain from entering, a Transaction, but aims merely to assist the Client in his/her independent decision-making.
- Any transaction conducted in the Client Account is referred to as a "transaction," including but not limited to deposits, withdrawals, open trades, closed trades, and transfers of money between accounts owned by the Client or a third party with appropriate authorization.

- The future results of any transaction are not guaranteed or assured by any information, including Professional Information, provided by the Company.
- The Company makes no representations, warranties, or guarantees regarding the Professional Information's correctness or completeness and the implications of any executed orders in terms of law, tax, or accounting. Before entering a contract with the Company, the Client must seek out independent legal and financial counsel.
- The Client agrees not to pass information provided by the Company in the form of a document if that document has a limitation on the person and/or the group of people for whom it is intended or to whom it is distributed.
- The Client understands, comprehends and accepts that the Company must not be relied on regarding any independent decision-making, investment plan, order, transaction, investment, account composition, or tax obligations of the Client. Instead, the Client should oversee these matters on his own. Furthermore, it is acknowledged and understood that the Company will in no way be held accountable for any such independent decision-making, investment plan, order, transaction, investment, account composition, or tax obligations of the Client under any conditions.
- The Client is informed that for any Order placed with the Company, the Company may function as an agent on the Client's behalf or as a principal. The Company acts mainly as a principal.
- "Order" shall mean the client's request for a Transaction to be fulfilled. Transaction and Trade have the same meaning in this Agreement. Orders can be placed whilst ever the Underlying Instrument is open for trading. Note: "fulfilling client orders" includes the execution, clearance and settlement of these Orders until they become Transactions or Trades.
- "Open Position" shall mean the Client's entry into a long/short position (buy/sell) which has not been closed by placing the opposite transaction (buy/sell) on the same instrument.
- "Financial Instruments" shall mean any stock, index, commodity, precious metal, foreign exchange, interest rate, digital asset, derivative or investment the Company offers the client to deal in Transactions.
- "Underlying Financial Instrument/Asset" shall mean the underlying asset in a Derivative or a Contract for Differences ("CFD") and any other financial instrument and/or product offered by the Company as part of its services, which may be Cash Indices, Index Futures, Bond Futures, Commodity Futures, Spot Gold, Spot Silver, Individual Stocks, Currencies, Digital Assets, or Any Other Financial Instrument under the Company's offering to be changed, under the Company's sole discretion, from time to time;
- "Derivatives" are financial instruments whose price and main attributes of the derivatives rely on the underlying instrument(s). The principal place for derivatives trading is over the Counter; thus, derivatives lack transparency compared to cash instruments. Examples of derivatives are forward contracts, futures contracts, contracts for difference, swaps, and options.
- Over the Counter or "OTC". It is a process describing financial instruments not listed in a centralized exchange. It takes place outside a centralized location, and market participants can trade them via intermediaries like an investment firm.
- "Ask" or "Offer" shall mean the higher price in a Quote at which the Client may buy
- "Bid" shall mean the lower price in a Quote at which the Customer may sell
- "Quote" shall mean the information for the current price for a specific instrument given as Bid and Ask prices.
- "Spread" is the difference between the Bid and the Ask price in a Quote.
- The Company must uphold a conflict-of-interest policy outlining situations that could result in conflicts and how it resolves them.

- To identify, prevent, and resolve any conflicts of interest between the Company and its connected individuals and clients on the one hand and between its clients on the other, the Company shall take all reasonable measures and make such arrangements. Please refer to Appendix 4 of this Agreement for more information about conflicts of interest.
- The services offered by the Company here are neither an offer to buy or sell a financial instrument nor a request to do so. Each choice by the Client to engage in a Transaction and each choice by the Client regarding whether a Transaction is proper or appropriate for the Client are separate choices made voluntarily by the Client on his own and express initiative.
- Client acknowledges that the Company does not owe Client a fiduciary duty, does not have any additional liability to Client, and is not liable for any liabilities, claims, damages, costs, or expenses—including attorney fees—associated with Client and/or its clients acting or refraining from acting in compliance on the Services.
- Our Company offers ONLY Non-deliverable financial instruments with Cash Settlement.
- Cash settlement is a universal mechanism for financial instruments, especially forward contracts and CFDs. It does not entail ownership of the financial instrument; thus, the investor will not make or take delivery of the underlying asset at the contract's expiration. The account of the investor will either be credited or debited with cash. The investor's account will be credited with profits and debited with losses with money, i.e., cash. CFDs are cash-settled financial instruments. All the cash-settled financial instruments are non-deliverable financial instruments.
- Non-deliverable financial instruments are a type of financial instrument with a cash settlement at a future date to the buyer by the seller. The underlying instrument in a contract for the difference will not be physically delivered in the future, but it will be cash-settled at an agreed-upon price between the buyer and the seller, i.e., the Company and the Client.

#### **4. CLIENT ACCOUNT – OPENING, USE & MAINTENANCE TERMS AND CONDITIONS**

- When you sign up for an account with us, you will have to give us some personal information, such as your name, last name or nickname or date of birth, where you live (country, city), phone number, gender, and email address (email) via an Application form and the Online Trading Facility. This information is used, among other things, to comply with legal requirements (such as the minimum age required to access and/or use our Online Trading Facility), compile statistics, advertise diverse services, and guarantee the quality of the Services you receive.
- Along with these Terms of Service and conditions, our Legal Notice, Copyright Notice, Privacy Policy, and the Anti-Money Laundering, Terrorist Financing, and K.Y.C. Policy & Procedures, you will be required to affirm your understanding of all these documents before opening your Account.
- If you use an Alternative Payment Method, like PayPal or something similar, you may be asked for your IBAN (i.e., the International Bank Account Number) and other important financial information. We cannot and will not take on any responsibility from these third-parties, which have their terms and conditions.
- Some of our additional services, like becoming a representative, the exclusive distributor in a country/region/area, an affiliate, an introducing broker, and others, may be outside the general scope of the services offered through the Online Trading Facility and, as a result, may have additional terms and conditions. Unless the Parties agree otherwise in writing, such procedure shall involve a completely independent agreement, which shall be linked to this Agreement. It shall take place upon a private contract between you and Connex LLC.
- The Company reserves the right and is entitled at any time, and it is subject to the Company's sole discretion to restrict the offering of the Services to specific jurisdictions, including but not limited to the Banned Jurisdictions (if any) in terms of engagement with actual and prospective clients. Please read more about the restricted Business and Jurisdictions in our Anti-Money Laundering, Terrorist Financing and K.Y.C. Policy & Procedures in the relevant section.

- The Account shall reflect the aggregate activity of the Client, including and not limited to the Open Position(s), Transactions, overall profits/losses and Net funding, i.e., the net result after deducting any withdrawals from deposits made into the client's account.
- For the avoidance of doubt, no Order or Transaction can be placed or effectuated until the Account has been opened and a deposit of sufficient collateral, as determined by the Company, has been made by the Client and credited to the Client's Account.
- All payments from and to the Client's Account will be made at the Client's request, subject to proper submission of the Company's applicable forms to the Company. No instructions to pay a third party from a client Account will be accepted by the Company unless this has been otherwise agreed in writing with the Company.
- All statements and confirmations concerning the client's Account, including Deposit(s), Balance, Equity, Profit, Loss and others ("Account Information"), shall be available for the Client on the Online trading facility provided or upon request to the Company.
- Only the confirmations as to client Account Information on the Online trading facility provided by the Company shall be binding, and any other confirmations relating to Account Information (including but not limited for that case to those on third-party platforms such as metatrader and/or other platforms) are not legally binding. If there is any inconsistency between the Account's Balance on the Online trading facility available to the Client and the Account's Balance appearing on the Company's records, the Company's records prevail and will be deemed up-to-date, accurate and correct.
- The updated Account information will be available on the Online trading facility posting of client Account information on the Online trading facility will be deemed delivery of confirmation and client Account statements. Should records of client Account activities not be available online, the Client may submit a written request to the Company to provide such records.
- When a Transaction occurs, or the Company exercises its rights under the Agreement or a legal provision, the Client is responsible for all foreign exchange risk. The Company is allowed to conduct any currency conversions it deems necessary or desirable to deposit into the Client's Account in the Client Account Currency, comply with its obligations, exercise its rights under this Agreement, or conduct any specific Transaction or Order without giving the Client prior notice. The Company shall convert any such amounts at appropriate exchange rates according to the current exchange rates.
- The Client can always use the Company's Demonstration Account to assess the market, our services, and the speed of execution. However, the Client must take the following actions to open a Live Account: The Client must follow our anti-money laundering and anti-terrorist financing and know your customer policy and procedures for the identification process. Therefore, the company will accept any legally valid, scanned identification document issued by the government, preferably a passport. The company also requires a current (no older than six months) utility bill and/or bank statement as proof of address. Any changes to the documents initially submitted for approval by the Client, such as an address change, must be communicated to Company. Please see our Anti-Money Laundering, Terrorist Financing, and K.Y.C. Policy & Procedures for more information.
- Information shared with us is confidential, and the Client is respectfully reminded of this. The Clients must protect all their privileged information, including their account number and password, for accessing the Platform and the personal, secure area (username and password), i.e., the Access code(s). The Client is not permitted to divulge this information to anyone. Clients should tell Company immediately, and without any delay, if the access codes are used by someone else because they are entirely liable for any Accounts they have opened with Company. Please consult our Privacy Policy for more information.

## Funds and Trades with a Margin

- The Client must maintain sufficient Margin or collateral, i.e. The necessary guarantee funds for sending an order for execution as determined in the relevant Financial Instrument contract specification, deposited with the Company and credited to the Client Account under the Company's requirements provided to the Client from time

to time.

- "Leverage" shall mean a ratio concerning the Transaction size and initial Margin. For example, the 1:100 ratio means that to open a Trade, the Initial Margin is one hundred times less than the Transactions' Size.
- "Dynamic Leverage" means the level of leverage and margin based on your open position will automatically adjust. The level of leverage can change in the event of important news announcements, therefore margin requirements for new positions opened on affected forex instruments will be adjusted accordingly.
- "Liquidity Provider" shall mean an intermediate broker, a bank, a market, an investment firm, a settlement agent, a clearing house or an Over-the-Counter ("OTC") Counterparty.
- "Floating Profit/Loss" is the unrealized profit or loss (as the case may be) of an Open Position (Transaction) at the current prices of the Underlying Financial Instruments as defined above.
  - For any Contracts for Difference ("CFD") Transaction, subject to any applicable adjustment for interest and dividends, the Profit or Loss shall be derived in the following manner:
  - Profit or Loss: the difference between the Opening level and Closing level of the Transaction multiplied by the number of units of the Financial Instrument. The Client accepts that it is their obligation to be informed of the pricing of the Financial Instruments and any spread or Commission that may be applied by the Company when starting and/or closing a Position.
- "Free Margin" shall mean funds, including any given Credit, not used as the guarantee to/for Opening a Position.
- "Hedge" shall mean any order executed with the intent or effect of reducing the risk of adverse price moments in another transaction.
- "Credit" shall mean a credit line that Company may, in its sole discretion and under its own Conditions, extend to the Client for trading in its Online Trading Facility.
- "Equity" shall mean the sum of credit on the Client's Account, including Open Position, which is tied to the Balance and Floating Profit/Loss (as defined above) by the following formula:

Balance + Profit + Credit given (if any) – Loss. These are the funds on the Clients' Account minus the current loss on the Open Position (as defined above) plus the current profit on the Open Position.
- All transfer fees, banking commissions, and other related costs are at the Client's own expense. Any payment to the Company will be deemed to have been received only when the Company receives clear funds in its relevant bank account.

### **Client Funds treatment**

- The Clients must use a bank account registered under their name when making a deposit. The same account shall be used for transferring the funds from the Company to the Client unless otherwise decided by the Company and upon written notice to the Client. Immediately after the funds' transfer, the Client shall transmit to the Company an authentication of the Transfer ("Swift"). Payments may be denominated in the United States ("US") Dollars or any other currency the Parties have agreed upon in advance, in which event the Company will convert the payment funds to US Dollars or any other currency at its latest available exchange rate.
- The Company shall treat any funds it holds on to in the client account as "Client Funds" following applicable laws and regulations, unless and until otherwise agreed with the Client in writing and to the extent permitted by applicable laws and regulations. As a result, client funds will be kept separate from the Company's own funds. When the client funds are received, the Company will immediately deposit them into one or more segregated client accounts if they are not already there.

- The Client's funds held by the business may be kept in the same bank account (omnibus account).
- Except for gains made through trading transactions using the client account(s), it is agreed that the Company will not account to the Client for any profits or interest on client funds, and the Client hereby waives any relating right to such profits and interest.
- Client Funds may be deposited with Liquidity Provider to provide the Services. The Company does not control such Liquidity Provider, and it is in the Company's sole discretion to decide with which Liquidity Provider it shall engage. It shall also be noted that the Company's Liquidity Provider may also be a client of the Company. The Company also may hedge the client's positions to another Liquidity Provider within the Company's pool of execution venues. Clients' Funds may be transferred to the respective Liquidity Provider.
- The Client may request the Company to withdraw any of Client Funds that are not securing any Open Position(s) or Credit, and the Company will process such withdrawal request immediately and no later than permitted under applicable law and its policies. Without derogating from the above, the withdrawal of funds may be delayed due to delays originating with the specific Liquidity Provider holding such funds (and only in the amount so held), and the Company will not be responsible for such delays.
- Subject to the regulatory requirement with which the Company is required to comply and unless otherwise decided by any governmental or legal authority, it is agreed that if the delay in processing the withdrawal of funds is caused by an event of bankruptcy of a Liquidity Provider, bank or payment institution, the Client shall be eligible for the withdrawal of funds based on the following formula: I. Total of the Client's trading equity with the Company multiplied by the following fraction

I.e., the nominator is the funds lost due to the bankruptcy of the Liquidity Provider, and the denominator is the total trading equity of the Company to its clients.

- Until the Client's obligations are satisfied, the Company shall have a general lien on Client Funds held by the Company, its affiliates, or its nominees on the Client's behalf. In the event of any outstanding debt, the Company may, at any time and its sole discretion, upon written notice to the Client, merge all and/or any Client Accounts opened in the Client's name, consolidate the Equity in such accounts, offset any amounts held on behalf of, and/or to the credit of, the Client against any Client obligation to the Company, and/or merge any Client Account with the Company.
- Margin includes the required margin for maintaining an Open Position ("Margin Requirement"),  
Which is based on
  - i. The opening Margin as determined in the relevant Financial Instrument contract specifications; and
  - ii. Any additional amount the Company believes is prudent to require in its sole discretion.
- Margin Requirement is subject to change at any time in the Company's sole discretion, provided that the Company shall reasonably notify Client in advance of any changes in its Margin Requirement. The client must always maintain the Margin Requirement in the Client's Open Position. Anytime the required margin is not maintained, the Company will liquidate any or all open positions in the client's account.
- The Company may keep client funds with a liquidity provider inside or outside of SVG on the Client's behalf. In the event of insolvency and/or any other equivalent failure of any such entity outside of SVG, the Client's Funds may be treated differently than they would be if they were kept in a segregated account in SVG. This is because the laws and rules that apply to these kinds of organizations outside of SVG may differ from those in SVG. Unless the Agreement says otherwise, the Company is not responsible for the insolvency, actions, or omissions of any third party mentioned in this paragraph.
- The money that the Company will transfer to the liquidity provider may be held in an omnibus account and may

not be separable from the liquidity provider's or client's funds. In the event of insolvency or any other equivalent action involving that liquidity provider, the client will be at risk that the funds received by the company from the liquidity provider will not be sufficient to meet the client's rights for the relevant account. On behalf of the client, the company may only have an unsecured claim against the liquidity provider. The Company does not assume any obligation or responsibility for any consequent losses unless expressly mentioned in the Agreement.

➤ Liquidation of Account and Deficit Balances:

- a. In the event:
  - i. If an Event of Default as per this Agreement; or
  - ii. If the Company reasonably determines that any collateral deposited to protect the Client's Account is inadequate, regardless of current market conditions and quotations, to secure the Client's Account, the Company may immediately take one or more of the following actions:
    - satisfy any obligation Client may have to the Company (either directly and/or by way of guarantee or suretyship) out of any of Client's Funds or property in the custody or control of the Company; and/or
    - close all Open Positions; and/or
    - cancel any or all outstanding Orders, Transactions or commitments made by or on behalf of Client; and/or
    - establish a spread or straddle that, in the Company's sole judgement, may be advisable to protect and/or reduce existing positions in the Client's Account.
- b. The Client shall always be responsible for paying any unpaid balance on its Account upon the Company's demand, and the Client shall always be liable for any outstanding balance on its Account if the Account is liquidated in whole or in part by the Company and/or by the Client. The sum owed by the Client to the Company, along with all other arrears and unpaid liabilities of the Client, including but not limited to all enforcement and collection expenses, must be paid promptly upon demand.
- Account Currency - The Client may hold EUR and/or USD and/or other available currency - denominated accounts with the Company. The Client chooses the account's currency upon opening the corresponding account and at a later stage via a request in writing as per clause nineteen of this Agreement.

## Deposits and Withdrawals

The Client may deposit and withdraw by either a debit/credit card, by an e-wallet, or by making a wire transfer. The account used for the deposit will be the account where the funds withdrawn shall be returned. Cash deposits are prohibited.

- For Wire Transfers, including but not limited to mobile and/or internet banking facilities offered by the client's bank, the Client's personal account must be used – an account at a bank in the country of the Client's permanent residence – preferably.
- For e-Wallet's use, the Client should refer to the transaction clauses of the respective payment service provider and/or gateway and/or Electronic Money Institution. The Client may deposit funds to the Account using the e-Wallet and withdraw part or all his balance.
- The same procedure also applies in the case of deposits through debit/credit cards. Please, be informed that if the Client's card currency differs from the Client's account currency, a deviation of the withdrawn amount from the deposited one may occur due to exchange rate fluctuations and other charges by the payment service provider.
- Internal audits from the internal team of the Company take place in every transaction relating to the funding department, i.e., Department(s) responsible for the deposits and the withdrawals in and from the Client accounts, respectively, as required to be compatible with the company's risk appetite and assessment.

- The Company maintains the right to reject a deposit and/or a withdrawal request if the Client has performed any unauthorized and/or illegal activity and/or if the client did not satisfy the relevant conditions as mentioned in more detail in the Company's Anti-Money Laundering, Terrorist Financing and K.Y.C. Policy & Procedures. The same applies to cases where the Client acts without good faith towards his/her contractual obligations with the Company.
- Throughout this agreement, the client may make any number of deposits into the client's account. The Company will deduct the appropriate amount if the banking organization (or other intermediary participating in the procedure) that holds the funds imposes any transfer fees or additional costs on the Company. For deposits, the Company will only accept electronic transfers (where the client is the sender) that it thinks are okay.
- Third-party or anonymous funds payments in the Client Account are generally not Accepted, except in exceptional circumstances according to the Company's discretion.
- If funds are credited into the Client's Account, and if the Client knows or should in good faith know that such funds were credited erroneously, the Client must notify the Company immediately of such deposit(s) and return the funds to the account as specified by the Company.
- The Client agrees that the funds will only be deposited into their account if the Company is confident that the sender of those funds is the Client or their authorized representative. If the Company is unconvinced of those mentioned above, it can reject the funds and return them to the sender using the same transfer method as when it first received them, less any transfer fees or other costs incurred by the Company. In this regard, the Client hereby attests that any funds placed in their account(s) with the Company are solely the Client's property and are free and clear of any third-party claims. The Company will not be held responsible if any third-party rights are attached to the Client's deposited funds.

- Following receipt of a withdrawal request, the Company will proceed with the requested withdrawals of the Client's funds, except where Abusive Trading, Prohibited Conduct, or a breach of these Terms is identified, in which case the Company's rights under the Abusive Trading and Account Recalculation provisions shall apply.

- The Client agrees that any withdrawal of a portion of the requested funds must be completed using the same remitter that the Company utilized to first receive the requested funds, less any transfer fees or other costs incurred by the Company.

- The Company maintains the right to reject a withdrawal request from the Client if the Client requests a specific transfer method; in such case, the Company may offer an alternative.

- If the following conditions are satisfied, the Company will process the Client's request to withdraw money from the Client Account within three (3) Business Days of receiving it:

- The withdrawal instruction(s) included all necessary information (including but not limited to: Account Name, Amount, Currency, and Bank Account details); and
- The receiving bank account is that of the Client; and
- The Client's free Margin exceeds the amounts specified in the withdrawal instructions, including all payment charges at the point of making transfer instructions and
- All the conditions set in our Anti-Money Laundering, Terrorist Financing and K.Y.C. Policy & Procedures have been satisfied.

- Only the Client will initiate withdrawals. The Company will not execute withdrawal requests to any third-party or anonymous account.

- The client is aware that the withdrawal request processing could take a while. To prove the request is legitimate, the corporation has the right to request further information, documentation, or both. If the business believes a request is invalid, it can reject it.

- The Client will bear all payment and transfer charges, and the Company shall debit the Client's Account for these charges.
- Client Categorization – The Company shall treat and provide all its clientele with the highest service. A Retail Client may request to be categorized as a Professional and the opposite – but this will finally stay under Company's discretion.

## Costs

- All costs (including but not limited to Spreads, Swaps, Commissions and other related service and/or financial instrument costs) are found in our Online trading facility, and they may be altered, from time to time, after a notification is given electronically by the Company to the Client. Swaps, if any, and Overnight Rollover charges may be updated daily without explicit notice to the client. The client will have access via the Online trading Facility to view the upcoming Swaps and/or Rollover charges if any.
- The provision of the Services is subject to the payment of Commission, Swaps, spreads from the Client to the Company, and/or any other applicable costs, taxes, fees and charges as agreed by both parties from time to time ("Commission"). In consideration for providing the Services, the Client must pay, and the Company must receive the Commission under the terms and conditions of this Agreement.
- Swaps and overnight Rollover charges are usually calculated based on the company's charges from its Liquidity Provider(s). In case of excessive charges either in favour or against the Client, the Company may alter affected transactions.

## No-Swap (Islamic) Accounts

The Company provides No-Swap (Islamic) Accounts for CFD trading, structured in accordance with the principles of Islamic finance and available exclusively to clients who cannot receive or pay swaps due to their religious beliefs. No swap or rollover charges are applied for the first five (5) calendar days that a trade remains open. Following this initial period, a management fee will be applied to each open position. Clients wishing to convert a standard trading account into a Swap-Free Account must first close all active positions and submit a duly signed request accompanied by any required supporting documentation. The Company reserves the right to evaluate each request at its discretion, to decline any application without providing a reason, and to revoke Swap-Free status at any time in cases of misuse, abuse, or violation of trading terms, including but not limited to arbitrage, hedging, or fraudulent activity.

## Chargebacks

- By signing up to use our services, you consent first to contact us to work out any issues before asking or insisting on a refund or chargeback from your bank or credit card company. This applies both during and after using our services.
- Our goal is to stop credit card fraud, and all fraud will be investigated and prosecuted, if necessary, to the greatest extent of the law in your local jurisdiction, without exception. Additionally, the Company will file a civil lawsuit in your local court to recover any lost money resulting from the fraud, including company losses, legal costs, research expenses, lost wages, and employee downtime.
- To trace any fraudulent transaction endangering our ability to provide services, we use sophisticated risk-detecting modelling. Upon discovery, the Company must immediately cancel fraudulent transactions. The same applies to a stolen payment card, which will also cause the immediate cancellation of any active transactions connected in any manner to it. Additionally, we caution that the Company aggressively uses outside, cross-industry resources, such as global fraud blacklists, to block fraudulent individuals from ever accessing our online trading facility.
- Fraudulent credit card chargebacks occur when there is a need for a sincere attempt to collaborate with us to fix any issues with your deposit. All pointless chargebacks take our staff members' time away from their regular tasks, which is expensive for the Company. To lessen your risk exposure, the Company will detect suspicious activity related to a

deposit being made in an Account. As a result, the deposit will be marked with a "Suspended" status, and the Company will perform fraud detection checks on the deposit as soon as possible. During this time, access to your Account may be restricted.

- We often complete reviews the same day, but some deposits with more significant potential risks might take longer since our Compliance Department needs to do even more thorough fraud detection checks. As an additional safety measure, we could contact you directly. The Company shall immediately cancel the transaction, and the Company shall return the money to the credit/debit card used to make the original deposit if we believe that it is high-risk and/or does not comply with our fraud and security practices.
- Additionally, under these circumstances, we reserve the right at any time to close any and/or all your Accounts with our Company at our sole discretion. The Company will cancel all open orders connected to the fraudulent credit card and/or Account.
- The Company reserves the right to send reminders or take debt collection measures at any time, including, but not limited to, providing a mandate to a debt collection agency or solicitors to pursue the claim against the Client in court. Furthermore, we have the right to bill the Client for any reasonable costs associated with debt collection or enforcement actions.
- We take fraud seriously at ConnexTFX. We log IP strings on all deposits made in our accounts. Any orders returned as chargebacks because of fraud may be fully taken to a court of law in your area.
- A chargeback in violation of the abovementioned obligations is a material breach of this Agreement.

### **Dormant Accounts**

- A trading account held with Connexfx, in which no activity has been recorded; the client has not placed a trade, opened or closed positions, and/or deposited into the account for 120 days or more, is classified as "Dormant". The Client hereby acknowledges that there will be a charge of at least equal to 5 (five) United States Dollars every month in such a case.
- If an account is dormant and has a zero balance, it will be closed and/or deactivated and/or deleted from the Online Trading Facility. The personal data, documentation and others included in dormant accounts will be preserved based on our Company's Anti-Money Laundering, Terrorist Financing and K.Y.C. Policy & Procedures, as well as the Privacy policy following the strictest of the requirements mentioned in those policies and this Agreement.
- If the dormant account remains inactive for more than twelve consecutive months, the Company shall use the remaining funds for any activity relating to the public interest, such as philanthropy.

### **Position Limitation and Extraordinary Events**

- The Company can limit the size and/or the total number of Open Positions the Client may Acquire or maintain at the Company's Online Trading Facility.
- The Company can refuse to accept any order placed or to be placed by the Client.
- The Client agrees that the Company is authorised to reclaim any trading profits the Client obtains through the trading of delayed or inaccurate pricing or any other unauthorised activity.

### **Leverage**

- Leverage is an investment technique to use borrowed money, precisely the use of various financial instruments and/or borrowed capital, to maximize an investment's potential return while accepting multiple times the risk of inverse price movement compared to the selected price direction for the asset via the investment decision.
- Leverage is the same as the borrowed purchasing power of a firm or an investor or "artificial purchasing power". When a company, property or investment is "highly leveraged," that implies the item has more debt than its equity

and/or assets. Investors use leverage to achieve higher returns on assets, but heavily leveraged positions make unsustainable losses highly probable.

- Leverage is the use of borrowed funds for trading or investing purposes. Leverage is an artificial purchasing power the Company provides to the Client to invest in a financial instrument. Leverage is expressed in a ratio and percentage form, i.e., 1:100 or 1%, which is the same. Leverage is the amount of margin necessary to open or later to maintain a position open; thus, this type of trading is known as "Margin Trading".
- Essential formulas:
  - ✓ Leverage equals the Notional value divided by the Market Value
  - ✓ Notional value equals the Contract Size multiplied by the Underlying asset's price
  - ✓ The hedge Ratio equals the Cash Exposure Risk divided by the Notional Value of the Related Underlying Asset.

## **Leverage Adjustment**

Connextfx reserves the right, at its sole discretion, to review and adjust the leverage applied to any Client's trading account without prior notice. Leverage may be modified based on factors including, but not limited to, account equity, trading behavior, instrument exposure, and prevailing market conditions.

1. Dynamic Leverage Based on Equity
  - Leverage will automatically adjust based on the Client's equity, as follows:

Equity < \$15,000 – up to 1:1000  
\$15,000 ≤ Equity < \$30,000 – up to 1:500  
\$30,000 ≤ Equity < \$50,000 – up to 1:400  
\$50,000 ≤ Equity < \$60,000 – up to 1:200  
Equity ≥ \$60,000 – up to 1:100



These changes are applied automatically when account equity exceeds the corresponding thresholds. Clients are responsible for monitoring their margin levels accordingly.

2. Temporary Leverage Reduction During High-Impact News

To align with market best practices and mitigate risk during periods of extreme volatility, ConnextFX will apply a High Margin Requirement (HMR) on XAU/USD (Gold) during certain economic news events.

- During high-impact events (e.g., NFP, CPI/PPI, central bank rate decisions, GDP releases, geopolitical escalations), the maximum leverage on new Gold positions will be capped at 1:300.
- This restriction applies 5 minutes before and 8 minutes after the event release time.
- The HMR applies only to new trades opened during the event window. Existing positions opened before or after this window remain unaffected.
- After the HMR period, leverage and margin requirements revert based on the Client's standard account leverage and equity level.
- All account types, including Micro accounts, are subject to this policy. Accounts already operating at or below 1:300 leverage are not affected.

Clients acknowledge that leverage adjustments, whether due to account dynamics or market conditions—are essential for maintaining a fair and stable trading environment. ConnextFX shall not be liable for any resulting losses due to these adjustments.

## **Margin, Initial margin, and maintenance margin**

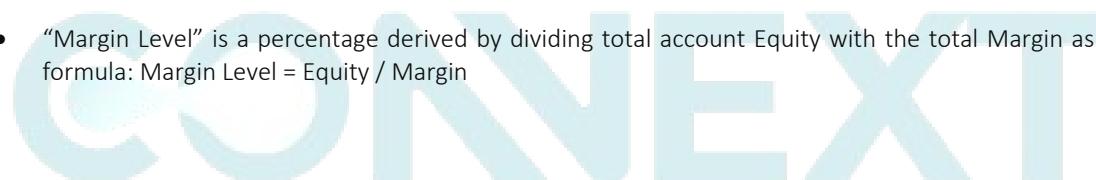
- In addition to the definition mentioned above, Margin is the number of funds a Client must have in the Account, and engage them in the form of collateral, to open and/or maintain a position.
- Margin is the necessary value a client must hold in his Account to initiate an order by collateralising the requested percentage of the total price of the investment. The initial margin is the percentage of the purchase price that must be covered by the Client's own funds at the initial phase of the trade, i.e., placement of the order to seek execution. The initial margin is the initial margin required to initiate/open a transaction or send an order for execution, and the maintenance margin is the necessary amount to maintain the transaction active. Margin calculation varies on the leverage ratio. I.e., if the leverage ratio is 1:100, then 1% of the investment's value is required to initiate it.
- "Margin Requirement" refers to the amount of money required to open a position depending on the margin rate and the position's actual market exposure using the following formula:

Margin Requirement = (Lots multiplied by Contract Size) multiplied by Margin Rate

- "Leveraged Trading" or "Margin Trading" means that clients can trade amounts significantly higher than their deposit.
- "Maintenance Margin" refers to the minimum amount of equity required for maintaining a position open. At ConnextFX, the Maintenance Margin is currently 100% unless agreed differently between the Parties.

If your Maintenance Margin reaches 100%, your positions will start liquidating from the position with the highest losses.

- "Margin" in the trading platform is the sum of Margin Requirements for all open positions.
- "Margin Level" is a percentage derived by dividing total account Equity with the total Margin as the following formula: Margin Level = Equity / Margin



- A "Margin Call" appears when the client's Margin Level is equal to or below 150% unless agreed differently between the Parties, and the client needs to either close some open positions and/or deposit more funds in their account to maintain the relevant positions open.
- A "Stop Out" occurs when the client's Margin Level is equal to or below 100%, and the Company exercises its right to liquidate the client's open positions.

## Margin Rates

The margin rates per financial instrument depend on the underlying asset's historical performance, liquidity, market capitalization, volatility, and other characteristics. The rates will also reflect the Company's risk appetite and general economic climate and factor in the margin requirements imposed by its liquidity providers.

The margin rates are subject to change from time to time. The complete and current financial instruments available for trading through our Online Trading Facility and their corresponding up-to-date ratios are available on our Online Trading Facility.

Warning: The Company reserves the right, at any moment and without notification, to increase margin rates for specific financial instruments concerning the prevailing market conditions. If possible, the Company will notify its clients within 3 (three) Business Days in writing of such changes to allow them to take appropriate measures. Changes in rates may be caused by the following:

- Expected release of major announcements (elections, referendums) or
- Periods of thin and low liquidity in the financial markets (holiday season) or
- Periods of abnormal market volatility; or
- Any other situation in which the Company believes that it justifies a change.

- You must ensure that you understand how Margin requirements are calculated.

## General Provisions

- By signing this Agreement, the Client agrees, acknowledges, and accepts that he understands and comprehends how leverage and margin work, as described and shown in the Agreement.
- The Company shall evaluate the Client's knowledge and experience in trading in complex financial products, such as cfds, and whether such is appropriate to the Client before calculating the leverage ratio. Leverage levels will then be announced from time to time at the Company's sole discretion.
- Suppose trading on a relevant financial instrument or a specific underlying asset is stopped at any time. In that case, the Company shall suspend trading in CFD Transactions based on that underlying asset and calculate the value of the CFD based on the last available to the Company price before the time of suspension. The Company shall have the right, during the length of a Transaction whose market is stopped, to terminate the Transaction at its discretion and to modify or adjust the Margin Requirement. The Company may choose a Closing Time and price for the relevant CFD in its sole and absolute discretion if the suspension mentioned above lasts for five (5) Business Days.
- Placing a stop loss order does not guarantee to limit the Client's losses to the intended amounts because the market conditions may make it impossible to fulfil such an order at the time of the request. Executing an Order at the indicated price under specific trading circumstances might not be possible. This could happen when prices change quickly, such as when the price goes up or down so much in one trading session that trading is stopped or limited by the rules of the relevant exchange. In this situation, the Company is free to fulfil the Order or adjust the Transaction's opening (closing) price at the first available price at its sole discretion.



- The Client will have no claims against the Company arising from the fact that the Client did not place an Order before the Company's cut-off time. The Company can establish cut-off times for instructions or Orders that may be earlier than the times set by the Financial Market and/or clearing house involved in any Transaction.
- In the situations described above in this Agreement, the Company is also free to decline, refuse to receive and/or transmit, or arrange for the execution of any Order, Request, or Instruction from the Client at any time and its discretion without providing the Client with any notice or justification.
- The Client recognizes that no statements were made to them by the Company or on its behalf that would have encouraged or induced the Client to engage in this Agreement.
- The Company can at any time and in its sole discretion transfer to a third party its rights and responsibilities under this Agreement. Without the Company's prior approval, the Client cannot assign and/or transfer any of its rights or duties under this Agreement to a third party. Without the Company's prior written authorization, any such alleged assignment or delegation shall be declared void.
- The Company's failure to seek remedies for violations, to insist on strict adherence to any term or condition of this Agreement, or to exercise all or part of any right or remedy to which the Company is entitled under this Agreement shall not be seen as a waiver of such rights and shall not stop the Company from later enforcing or exercising such rights.
- The regulatory framework of Saint Vincent and the Grenadines shall govern this Agreement and any business dealings between the Client and the Company, and the Company shall apply those laws in interpreting this Agreement. The available courts of Saint Vincent and the Grenadines will be the only ones to handle any disputes, lawsuits, or processes that come up because of this Agreement or have something to do with it.
- To execute the Transactions under this Agreement, the Client agrees to pay any stamp duties associated with this Agreement and any paperwork that the Company may need.

## 5. UNAUTHORIZED ACTIVITIES

- You agree, accept and acknowledge that you will not use the Company's Online Trading Facility, our products and/or services for any unauthorised activity. For these purposes, "unauthorised activity" refers to any act including, but not limited to, fraud, money laundering, arbitrage, or other practices that may constitute a civil or criminal offence.
- You must not use our Online Trading Facility in any manner that could damage, disable, overburden, or impair our Online Trading Facility and/or interfere with any other client and/or client's enjoyment thereof.
- You must not try to get materials or information in any way other than through our Online Trading Facility or by using the ways that are made clear to you.
- You must not directly or indirectly send or expose our Online Trading Facility and/or systems to any computer virus or other harmful or destructive material or device.
- We reserve the right to suspend, close your account, and/or terminate our contractual relationship with you immediately if we think your use of our Online Trading Facility constitutes unlawful activity.
- The Company may, in its sole discretion, while making reasonable attempts for post- notification, modify Transactions, not transmit, not execute, or cancel an executed transaction if the following conditions are met:
  - a. The transactions were conducted by arbitrage/exploitation of market failure or off-market rates; and/or
  - b. A technical problem withheld the transaction from being fulfilled as desired; and/or
  - c. A liquidity provider cancelled or altered any transaction with the Company; and/or
  - d. The transaction covering failed or partially fulfilled with the liquidity provider.

## Reverse Engineering

You must not reverse engineer, disassemble, decompile, or otherwise attempt to discover underlying ideas, the source code, underlying user interface techniques, and/or algorithms of the Online Trading Facility by any means, directly or indirectly, nor must you disclose any of the foregoing to any person.

## 6. USE OF COMMUNICATION SERVICES

- The Online Trading Facility of the Company may include bulletin board services, chat areas, news groups, forums, communities, personal websites, calendars, and/or other message or communication facilities designed to enable you to engage with the general public or a select group (collectively and from now on, "Communication Services").
- You agree to use the Communication Services only for posting, sending, and receiving messages and/or content that is appropriate and/or relevant to the Communication Service and website content.
- As an illustration, and not as a limitation, you agree that, when utilizing a Communication Service, you will not:
  - Defame, abuse, harass, stalk, or otherwise infringe on the legal rights of others (including privacy and/or publicity rights).
  - Publish, post, upload, distribute, and/or spread any topic, name, content, or information that is offensive, defamatory, infringing, obscene, indecent, or illegal.

- Do not upload files with software or other content that is protected by any intellectual property laws (or by privacy or publicity rights) unless you own and/or control the rights to the content or have gotten all the permissions you need.
- Upload files containing viruses, corrupted files, and/or other similar software and/or programs that may compromise the operation of another user's computer.
- Advertise and/or offer to sell or buy goods or services for commercial purposes unless the communication service expressly allows such messaging.
- Conduct or transmit surveys, competitions, pyramid schemes, or chain letters.
- Download any file provided by another user of a communication service that you know or should know cannot be legally disseminated in this manner.
- Falsify, alter or remove any author credits, legal or other proper notices, proprietary designations, or labels that show where the software or other uploaded content came from or who made it.
- Restrict or impede the use and/or enjoyment of the Communication Services or website by any other user or customer.
- Violate any applicable code of conduct or other standards for communication services.
- Harvest and/or otherwise collect information about individuals without their consent, including email addresses.
- Violate any and all applicable laws and rules.

- Connnext LLC is not required to supervise Communication Services. Connnext LLC maintains the right to review and remove any content provided through a Communication Service at its sole discretion.
- Connnext LLC has the right to suspend or cancel your access to any or all Communication Services at any time and for any reason.
- Connnext LLC has the right to share any information needed to comply with any law, regulation, legal process, or government request. It also has the right to edit, refuse to post or remove any information or materials, in whole or in part, at its own discretion.
- As a current or potential Client, you are reminded to exercise caution when disclosing personally identifiable information about yourself and/or your children through any Communication Service.
- Connnext LLC neither controls nor endorses the content, messages, or information found in any Communication Service; consequently, Connnext LLC expressly disclaims any liability relating to the Communication Services and/or any actions resulting from your participation in any Communication Service. Managers and hosts are not Connnext LLC authorized spokespeople, and their opinions may not necessarily reflect those of Connnext LLC.
- Materials uploaded to a Communication Service could be subject to posted usage, reproduction, and/or distribution restrictions. If you download the contents, you are responsible for abiding by any restrictions.

## **7. EXCLUSION OF LIABILITY (REPRESENTATIONS AND WARRANTIES OF CLIENT)**

- The Client agrees that the Services are provided "AS IS" and "AS AVAILABLE" to the maximum degree permitted by law. The Company expressly excludes and denies all conditions, warranties, and promises implied by applicable laws and regulations regarding how the Services are used, how well they work, and how well they work, and if they are right for you.
- To enter a contractual relationship with us, you must be at least 18 years old (or the minimum legal age in the jurisdiction where you are accessing and/or using our Company's Online Trading Facility, including but not limited to this Website).
- Currently, we only offer our services electronically. We are not liable for any system failure on your end or ours, including, but not limited to, internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference/access to your system or ours, hardware error, and incompatibility of mobile applications with our Online Trading Facility, including our proprietary or third-party system.
- We cannot and do not guarantee that the software and/or the Online trading facility that we own or manage on

behalf of a third party are continuously available, uninterrupted, or error-free.

- Except as this Agreement indicates, we shall not be liable for lost profits or other special, incidental, or consequential damages arising from or in connection with our Online Trading Facility, website, software, system, products, and/or services.
- All natural and/or legal persons who visit, use, or access our Online Trading Facility do so voluntarily and are responsible for complying with local laws and regulations.
- Furthermore, the Company hereby declares, and the Client acknowledges that:
  - i. The Company's electronic interface (or the services available from that place) may not be available or accessible, and may not function uninterrupted, 100% of the time, including and without limitation, because of any planned downtime of the Company's Online trading Facility.
  - ii. The Company is not liable to the client if unauthorised third parties obtain information, including electronic addresses, electronic communication, and personal data, while it is being transmitted between the client and the company or any other party via the internet or other network communication facilities, telephone, or other electronic means.
  - iii. The Company is not responsible for any electrical or Internet connection failure that Prevents the use of the Company's Online trading Facility;
  - iv. The Company cannot guarantee that there will be no viruses or other harmful components in the software used in connection with the supply of the Services hereunder or that any computer's operating system will be error-free.
- Regardless of the legal or equitable basis of any claim, neither the Company nor any of its employees, licensors, or suppliers shall be liable for any special, indirect, incidental, consequential, or punitive damages, even if the Company was advised of the possibility of such damages, arising out of and/or relating to this Agreement, including, but not limited to, lost profits or revenues such as:
  - a. Loss of, or damage to, equipment; and/or
  - b. Business interruption; and/or
  - c. Loss of funds, revenue, profits, sales, business opportunity, or value of Financial Instruments; and/or
  - d. Inaccurate transmission, or loss, of data; and/or
  - e. Damage caused by the failure or malfunction of communication facilities forming part of the Services. Moreover, the Company, as well as its personnel, suppliers and licensors, shall not be liable for any third-party claims, including claims by the Client's customers, without limitation.
- The Company shall not be liable or responsible for the acts, omissions, default, insolvency and/or bankruptcy (or for any loss caused thereby) or any third-party financial institution, including without limitation, any Liquidity Provider, bank or broker, unless such loss was directly caused by the Company's willful misconduct, gross negligence or fraud.

## **Client Warrants**

- The Client hereby represents, warrants and covenants to the Company that:
  - i. The Client will comply fully with this Agreement,
  - ii. The Client, if a natural person, is of legal age and has the full legal capacity to enter into this Agreement.
  - iii. The Client if a legal entity:

Is duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which it is formed; and

- Has duly authorised the execution and delivery of this Agreement, all transactions and the

performance of all obligations contemplated under this Agreement; and

- Has duly authorized and disclosed to the Company all the necessary information and/or documentation of each natural person executing and delivering this Agreement on the Client's behalf, entering transactions and the performance of all obligations contemplated under this Agreement.

iv. The Client's board of directors, as well as any other similar body empowered by the Client's articles of association/constitution to approve agreements of this nature, has authorised the engagement of Client in this Agreement and the relevant Client's representative(s) to sign on the Client's behalf concerning it.

v. The Client shall immediately inform the Company in writing if any person authorised by him/her has become legally or otherwise incapable of acting on the Client's behalf. Until receipt of such written notice, or if the Client himself/herself becomes incapable of acting without the Company being duly informed thereof, any damages arising from such incapacity shall be borne by the Client. No official publications shall be binding on the Company.

vi. The Client has read, understood, comprehended and agreed to the terms of this Agreement, including all the information and the documents incorporated herein by reference.

vii. The execution and performance of this Agreement by the Client will not violate any contract or statute, rule, regulation, ordinance, by-law or policy applicable to the Client.

viii. The Client undertakes to observe all Applicable Laws and Regulations, directions and codes, including relevant data protection and privacy legislation, without limitation. Moreover, the Client has obtained all required governmental and other consents concerning this Agreement, and such permissions are in full force and effect and have been complied with by the Client.

ix. The Client will execute and deliver to the Company all documents and proofs, as well as give all notices, make all filings and take such other actions as the Company, in its sole discretion, deems necessary or desirable for the purposes of entering and giving effect to this Agreement.

x. The Client does not act as an agent, representative, trustee, or custodian on behalf of another party. The Client may only act on behalf of a third party with the express written authorization of the Company and after providing the Company with all papers required for this purpose.

xi. The Client is the individual who has completed the Company's Application Form, or if the Client is a corporation, the person who has completed the Application Form on the Client's behalf is appropriately authorized to do so; (The Application Form is the electronic form for expressing interest to enter into a contractual relationship with the Company via opening an account in its online trading facility and accepting the Company's policies, procedures and others including but not limited to this agreement via providing various information following this document and other policies of the Company)

xii. All information and representations provided by the Client to the Company are accurate, valid, correct and complete, and the documents provided by the Client are valid, accurate

xiii. And authentic. The client will notify the Company immediately of any changes in such information.

xiv. The Client will comply with the Company's requirements regarding the Client's and the Client's related entities identification, know your customer (KYC), anti-money laundering (AML) and other due diligence procedures, in full compliance with our company's relevant policies and procedures.

xv. The Client's money is neither, directly or indirectly, the proceeds of any illegal activity, nor are they used or intended to be used for terrorist financing or proliferation finance.

xvi. The Client agrees, understands and accepts that the Company reserves the right as its sole discretion to refund and/or send back to the remitter any amounts received under this Agreement after having such proof as it considers adequate as its absolute discretion that these amounts are direct or indirect proceeds of any

illegal act or omission or product of any criminal activity or belonging to a third party.

- xvii. The Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if, at any stage during this Agreement, he/she becomes a Politically Exposed Person.
- xviii. There are no limits on the markets or Financial Instruments in which the Company will execute transactions based on the country or religion of the Client.
- ix. The Client agrees not to use the trading platform and/or the Online Trading Facility in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilised to give the Client an unfair advantage or which the Company considers as its sole discretion as inappropriate and outside the scope of this Agreement and/or as dishonest business conduct and lack of good faith.
- xx. The Client will not use any electronic communication feature of a service on the Online Trading Facility for any unlawful, tortuous, abusive and intrusive purpose on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening or hateful.
- xi. The Client must use the Services only in good faith towards both the Company and other clients. If the Company deems that the Client has been using the Services in bad faith, the Company has the right to close the Client's Account. Client hereby expressly waives any future claims against the Company in such regard.

## 8. INDEMNITY

- Acceptance of these Terms of Service and Conditions automatically means that the Client will indemnify the Company against any loss, cost, damage, liability and any expense related to the Client's breaching of any of these Terms of Service and Conditions.
- The Client agrees to indemnify us and hold us harmless concerning any loss, cost, damage, liability, or expense that we may suffer and/or incur due to his/her acts and/or omissions, misrepresentations, misleading acts or breach of your obligations arising out of this contractual relationship.

More specifically:

2

### BY CLIENT

At his/her own expense, the Client shall defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, shareholders and agents (each an "Indemnified Party") from and against all third party claims (including without limitation claims by Client's customers), suits, proceedings, losses, costs, liabilities and expenses (including reasonable attorneys' fees) asserted or awarded against, or incurred by, the Company, which arise out of or are in any way due to or related to:

- Any Transaction, Order or deal arising out of this Agreement; and/or
- Any instructions were given to the Company by the Client; and/or
- Any breach by the Client of its representations, warranties and/or obligations under this Agreement; and/or
- Any failure by the Client to comply with any Applicable Laws and Regulations or rules; and/or
- Any unlawful, deceitful or negligent act or omission by the Client, its employees, agents or subcontractors.

### BY COMPANY

At its own expense, the Company shall indemnify and hold harmless the Client for and against all third-party claims, losses, damages, costs and expenses incurred by the Client because of any gross negligence, willful misconduct, or fraud by the Company.

For clarity, the Company shall conclude transactions in good faith. However, it shall not be liable for any willful misconduct or fraud of any person, firm or company from whom the Company receives instructions for the execution of the Client's Order and/or from which transactions are carried out on behalf of the Client, unless and to the extent that this results from the gross negligence, willful misconduct or fraud of the Company.

## 9. RISK EXPLANATION AND WARNING

- The Client should not invest directly or indirectly in any Financial Instrument unless the Client knows and understands all the risks involved in trading the products offered by the Company.
- Before the Client opens an account, the Client should assess his/her suitability for investing in a specific Financial Instrument according to his/her risk profile, particular circumstances, financial objectives and financial resources.
- Hazard or danger is the event or occurrence which can cause harm to an entity or a group of entities if it materialises. Thread is the condition which must occur to enable the hazard and cause the risk to appear.

Risk measures the expected hazards' effects if the thread occurs.

For example,

An operational hazard in the office is fire. The threads' classification may vary between intentional and non-intentional. Some threads include the overload of electronic systems such as computers and cables, a faulty electrical appliance, or any human error, including negligence.

Risk is the possibility of any of the threads occurring, eventually igniting a fire at the relevant department or office. The risk may vary from some hundreds of US Dollars, concerning the damage to the equipment, to many thousands, if not millions, because of the damage which will occur due to the destruction of valuable company data relating to its operations and clients, as an example. A risk mitigation measure is a fire extinguisher alarm and a training session for personnel to prevent this hazard or react if it materialises.

- The risk measures the likelihood or probability of an event with its implications or consequences, i.e., the effect.
- When the Client considers making a transaction or a set of transactions, he/she needs to consider several risk types, their possible implications and exit strategies, if necessary, i.e., the Client needs to make an informed risk assessment of his/her potential future investment decisions to manage his/her possible portfolio threats effectively.
- An investment decision combines information, risk management and money management.
- Money management is the decision-making procedure that defines the amount the Client will endanger to support his/her investment decision. Money management techniques include the maximum amount the Client is willing to lose if his investment has the inverse than expected results, i.e., the maximum drawdown.
- The Client needs to analyze the information available for investment, and after his risk assessment, he needs to decide the following:
  - Risk appetite
  - Risk tolerance
  - Risk capacity
  - Risk appetite is the initial amount that the Client is willing to lose if his investment goes wrong.
  - Risk tolerance is the second boundary, on top of his risk appetite, that the Client is willing to accept

- in the worst-case scenario.
- Risk capacity is the maximum risk that the financial and social status of the Client can get.
- The Client needs to consider the amount of money he is willing to risk for his investment decision. For example, the Client with a total wealth of 100,000 US Dollars is willing to risk 10,000 US Dollars for his investments in financial instruments. The risk appetite of the client is 10,000 US Dollars. Information gathering, risk management and money management generate an outcome, the client's risk profile.

The client's risk profile measures his willingness and ability to bear risks and accept losses.

The client's risk profile plays a catalytical role in determining the proper investment allocation and the overall formation of a client's portfolio.

- The Client fully understands that the Company provides absolutely NO ADVICE on the Client's investments or other sorts of advice. The Client is solely responsible for any loss suffered. If the Client does not understand the risks involved in trading Financial Instruments offered by the Company, the Client should seek advice and consultation from an independent financial advisor. If the Client does not understand the risks involved, the Client should not trade at all. We strongly advise the Client to read our Risk Disclosure and Warnings in Appendix 3.
- The Client agrees and acknowledges that it is solely responsible and shall not rely on the Company for:
  - Any investment strategy, order, transaction or investment; and
  - The composition of any account and taxation consequences.

It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, order, transaction, investment or information.

- The Client acknowledges potential financial risks when engaging in derivative trading and trading in relevant markets. This section and the entire Agreement should always be read in conjunction with our separate Risk Disclosure, which forms an integral and indivisible part thereof.
- The Client acknowledges that trading in derivatives, Foreign Exchange ("Forex"), Contracts for Differences ("cfds"), commodity futures, options, spread betting, and in such markets carries a high degree of risk and may not be suitable for him/her. Before deciding to trade in this market, the Client should carefully consider his/her financial condition, including but not limited to his/her financial commitments and/or obligations, level of knowledge and experience, investment objectives and horizon and individual risk appetite.
- The Client must at least undertake reasonable efforts to make him/herself aware of all the risks involved with this type of trading and seek advice from an independent financial advisor should he/she has any doubts. The possibility exists that he/she could sustain a loss of some or all his/her initial investment, and therefore he/she should not invest money that he/she cannot afford to lose. By using the services of the Company's Online Trading Facility and/or engaging in such trading activities as a result thereof, the Client is deemed to have undertaken reasonable efforts to make him/herself aware of all such risks.
- The Client is hereby informed that any indication of past performance or past simulated performance included in an advertisement published by Connex LLC and/or future performance is not a reliable indicator of future results.
- The Client acknowledges that any opinions, news, analysis, prices, or other information on the Company's Online Trading Facility is presented as market comments and does not constitute investment advice or any other type of advice whatsoever. Connex LLC and any of its affiliates, agents and/or licensors bear no responsibility for any losses and/or damages including, but not limited to, loss of profit that can arise directly or indirectly from the usage of or dependence on such information.
- Any view, comment and/or other information on the Company's Online Trading Facility exists for the sole purpose of general information and in no case does it represent advice of any kind and/or encouragement of any type towards any transaction whatsoever. Furthermore, Connex LLC does not consider the Client's personal goals and/or targets, his/her financial situation and/or his/her needs. As such, reliance on such information is done at the Client's own risk, and we shall not accept liability for any losses arising from there.

- Current or prospective clients are also aware of the operational hazards inherent in any type of transaction in this type of trading market through the Internet, which may affect the execution and/or settlement of your transactions. Since Connnext LLC does not control the signal power, its reception and/or its way through the Internet, the configuration of your equipment and/or the reliability of its connection, we are not responsible for communication problems, delays and/or interruptions when it comes to online transactions. Connnext LLC bears and/or accepts no such liability.
- The Client acknowledges the inherent risks that communications by electronic means (including, without limitation, the transmission of Orders) may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.
- The Client unreservedly acknowledges and accepts that regardless of any information the Company may offer, the value of any investment in Financial Instruments may fluctuate downwards or upwards, and the investment may probably become of no value.
- The Client unreservedly acknowledges and accepts that it runs a significant risk of incurring losses and damages due to the purchase and/or sale of any Financial Instrument and accepts and declares that it is willing to undertake this risk.

### **Client Declaration for the Risk Warning**

The Client declares that he/she has read, comprehended, and unreservedly accepted the following:

- Information about a Financial Instrument's historical performance does not guarantee its present and/or future performance. The use of historical data does not constitute a binding or reliable forecast of the future performance of the Financial Instruments referred to in the material; and
- Some Financial Instruments may not become instantly liquid due to factors such as lower demand, and the Client may not be able to sell them or rapidly acquire Information on their value or the magnitude of the related risks; and
- When a Financial Instrument is traded in a currency, any changes in the exchange rates may have a negative effect on the Financial Instrument's value, price and performance; and
- A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be more significant. The prospect of profit or loss from Transactions on foreign markets is also affected by exchange rate fluctuations; and
- The Financial Instruments offered by the Company are non-delivery spot transactions allowing making profit on changes in Financial Instruments concerning the Underlying Asset; and
- The value of a Financial Instrument is directly affected by the price of the security or any other Underlying Asset which is the object of the acquisition; and
- The Client agrees not to execute Transactions unless he/she is willing to undertake the risks of losing entirely all the money or capital it has invested and any additional commissions and other expenses incurred.
- The Client acknowledges and accepts that there may be other risks not contained herein and may be applicable and valid to his/her trading profile and risk appetite.

### **10. ONLINE ACCESS & SUSPENSION OF SERVICES**

- The Client acknowledges and undertakes as follows:
  - To be solely responsible for the confidentiality and use of his/her Access Codes to the Company's Online Trading Facility; and

- The Company may rely on all instructions, Orders, and other communications entered using the Client's Access Code, and the Client will be solely and entirely responsible for any such instructions, Orders, communications, or resulting Transactions in reliance on same.
- The Client will immediately notify the Company in writing if the Client becomes aware of the loss, theft or disclosure to any third party or any unauthorised use of the Client's Access Code.
- The Client acknowledges that the Company bears no responsibility if unauthorised third person access to information, including electronic addresses, electronic communication, personal data and Access Code, 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.
- In the unlikely event that we may need to suspend our services, we will terminate our contractual relationship with you after providing you with appropriate time's notice and subsequently close all user and/or client accounts.

## 11. PRIVACY POLICY – DATA PROCESSING

- The personal data we require from you throughout our cooperation is safely stored in our electronic systems, and it is treated as CONFIDENTIAL and protected by Data Protection laws. Our policy is not to disclose user and/or client information to non-affiliated third parties except with your consent or where required for legal or regulatory purposes.
- Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is:
  - Already available to the public through no act or omission of the recipient or any other third party owing an obligation of confidence to the receiver.
  - Rightfully received from a third party without any restrictions as to its use or disclosure; and
  - Required to be disclosed according to legal or regulatory requirements.
- Clients are urged to read our detailed Privacy Policy on our website, which must always be read in conjunction with this Agreement and form an integral and indivisible part thereof.

## 12. INTERNAL/EXTERNAL LINKS, BROADCASTING AND INFORMATION

- Our Online Trading Facility may contain broadcasts, publications, and links to both internal and external websites relevant to our services' content and nature. The scope of this information is solely to provide you with relevant information and facilities regarding our services, keep you up to date with market news and provide you with background information on the relevant market/s. These links are not recommendations or advertisements by third parties. They merely serve information and reference purposes, and we do not assume liability for such information's accuracy or the links' content. Such links or the operators thereof, any changes and/or updates therein, webcasting and/or any other form of transmission received from any such link is not under our control, and it does not imply endorsement by Connex LLC thereof and, as such, we assume no liability for reliance thereon.
- You may be asked to register or subscribe before viewing the content of external links; it is at your discretion to do so. We do not hold ourselves liable for the material of those links and/or any exposure your data may be subject to should you disclose personal information. Notwithstanding the above, should you consider that certain content of external links may be in breach of our rules and/or policies or that they are irrelevant to our business, please notify us by e-mail.
- Information on our Online Trading Facility is provided "as of the date published or indicated" and solely intended for informational purposes and is obtained from sources believed to be reliable and accurate and is provided without warranty and/or condition of any kind. Connex LLC has taken all reasonable measures towards providing information accuracy on the site. However, due to the public nature of the Internet, Connex LLC cannot and does not at any time guarantee such information's accuracy, completeness and/or timeliness. Subsequently, we shall not accept liability for any loss and/or damage that may arise directly or indirectly from the content of the information published on our Online Trading Facility or reliance on your part thereon. Information is in no way guaranteed. The

content of this Online Trading Facility can be amended at any time without notice.

### **13. INFORMATION PROVIDED TO OR POSTED ON ANY CONNEXT LLC WEBSITE**

- Connex LLC does not claim ownership of the materials you provide to Connex LLC (including feedback, suggestions, opinions, and others) or post, upload, input and/or submit to any Connex LLC Ltd website and/or its associated services (collectively and from now on "Submissions"). However, by posting, uploading, inputting, providing and/or submitting your submission/s, you are granting Connex LLC, its agents, associates, affiliated companies and/or necessary sublicensees permission to use your submission/s in connection with the operation of their internet businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and/or reformat your such submission/s and to publish your name in connection with your submission/s.
- No compensation shall be paid concerning the use of your submission/s, as provided herein.
- Connex LLC is under no obligation to post and/or use any submission/s you may provide and may remove any submission/s at any time at its sole discretion.
- By posting, uploading, inputting, providing and/or submitting your submission/s, you warrant and/or represent that you own and/or otherwise control all the rights to your submission/s as described in this section, including, without limitation, all the rights necessary for you to provide, post, upload, input and/or submit such submission/s.

### **14. TAXATION**

- You may be liable to pay taxes arising out of your forex and/or other trading activities and/or use of our Services, usually concerning the profits you made, depending on the local jurisdictions in which you are a tax resident.
- We do not collect taxes on your behalf.
- The Company does not impose any taxes on the funds deposited or withdrawn by the Clients.
- Additionally, we do not provide you with tax advice of any kind whatsoever and do not deal with any tax-related issues. It would help if you addressed all tax-related matters to your tax advisor. A Client should instead consult local Accountants or other qualified professionals accordingly to handle any tax-related issues arising from his/her contractual relationship with our Company via his/her activities in our Online trading facility and the related performance of those activities, such as in the event of profits.
- The Company is not liable to inform Clients as per his/her individual taxation issues and/or obligations.
- The Company does not provide any tax advice. It is the Client's absolute responsibility to remain informed about its tax liabilities arising from his/her trading activity. Furthermore, it is the Client's sole responsibility to perform any tax payments, stamp expenses or pay any levy. The Client must pay the Company immediately when asked by the latter. The Company is entitled to the immediate settlement of the Commissions, also using withholding from Transactions or debiting the Account of the Client with any value-added tax and/or any other tax, contribution or charge which may be payable because of any Transaction concerning the Client or any act and/or action of the Company under this Agreement (except taxes payable by the Company Concerning the Company's income or profits).
- It is stipulated that other costs, including taxes, related to transactions in connection with the Financial Instrument or the Services may arise from the Client, which are not paid via the Company or imposed by it.

### **15. AMENDMENTS AND UPDATES**

- We reserve the right to change or add to any term or condition of this Agreement at any time and without notice,

based on what we think is best. After every such change or amendment, you will be notified so that you are always aware of the terms of the Agreement between you and Connex LLC Ltd.

- The modifications will be included in this Agreement, and your continued use of the Company's Online Trading facility and other assets will constitute your Agreement with Connex LLC.
- The most recent version of this document supersedes all prior versions.

## 16. TERMINATION

- Connex LLC has the right, in its sole discretion, to limit, suspend, close, or otherwise limit your access to the Connex LLC Online Trading Facility and related services, in whole or in part, with or without notice.
- If you intend to close your account, you must inform us in writing at least ten (10) days in advance. If we decide to close your account, we will let you know in writing and give you a reasonable amount of notice unless there are reasons why our contract with you should end sooner or immediately. Grounds for early or immediate termination may include any material breach of any term of this Agreement and/or any act of bad faith, such as unauthorized use of the Online Trading Facility and/or other Company property and/or abusive acts or any acts that may jeopardize our goodwill and business; and/or misleading, untrue statements, fraudulent or misrepresenting information and/or either party's bankruptcy, insolvency, or receivership.
- Due to regulatory restrictions that may be imposed on us, Connex LLC has the right to restrict, suspend, and/or close your account and/or otherwise terminate our contractual agreement with you.
- Upon termination of the Agreement, any open positions will be closed, and any pending orders will be cancelled. The Client shall bear any losses or/and expenses related to this termination. Finally, the remaining balance will be credited to the Client's account.
- For the provisions within this article, correspondence via e-mail shall be deemed appropriate and adequate.
- This Agreement shall be in force from the Effective Date (Effective date is the date that the Client accepted this Agreement or deposited in a Company's account, whatever comes first) and shall continue in full force and effect unless otherwise terminated by either party.
- The Company can terminate this Agreement at any time and with immediate effect, with or without written notice to the Client, following Clause 5 and/or in the event:
  - The Client fails to pay any Commission when due, or
  - The Client materially breaches this Agreement and fails to cure such breach (if curable) within five (5) days of the occurrence of such breach (unless a governmental or regulatory authority requires immediate termination thereof).
  - Upon the occurrence of any Event of Default or change of regulation which affects the operations of the Client or the Company.
  - If the Client's access to the Company's Online Trading Facility is revoked.
  - If the Client materially breaches this Agreement and, in the Company's opinion, the Breach is not curable.
  - If the Client violates any law or regulations to which it is subject, including but not limited to laws and regulations relating to exchange control and registration requirements.
  - If the Client commits or otherwise involves the Company, directly or indirectly, in any fraud; or
  - If this Agreement becomes non-executable due to a change in the legal or regulatory regime to which the Company is subject or due to an order by one of the authorities to which the Company reports.
- If this Agreement ends, any clauses about indemnification, warranty, liability (and any limits on those clauses),

and any other clauses that expressly or by their nature must stay in place after the end of this Agreement to do what they are meant to do will stay in place.

- Terminating this Agreement might cause the combination of accounts, set-off of any kind, conversion of currencies, blocking of access to the Client's Account, closing positions, freezing of orders, exercising lien, and any other reasonable measurement the Company finds necessary under the circumstances. Termination of this Agreement will not relieve the Client of its obligation to pay Commission and/or Costs accrued or owing, nor affect any legal rights and/or obligations of either Party which may have arisen under this Agreement before or at the date of termination.

The logo consists of the word "CONEXT" in a bold, sans-serif font. The letters are a light blue color. The "C" and "N" are connected by a thick, curved line that also forms the top of the "E". The "E", "X", and "T" are connected by a single, continuous horizontal stroke.

## 17. EVENT OF DEFAULT & FORCE MAJEURE

### Event of Default

- Each of the following constitutes an “Event of Default”:
  - a) The failure of the Client to provide any Initial Margin and/or Margin Requirement or other amounts due under this Agreement.
  - b) The failure of the Client to perform any obligation due to the Company.
  - c) If an application is made in respect of the Client under any applicable bankruptcy or insolvency law.
  - d) Where any representation or warranty made by the Client is/or becomes untrue.
  - e) The Client cannot pay the Client’s debts when they fall due.
  - f) The Client (if the Client is an individual) dies, is declared absent, or becomes of unsound mind.
  - g) The Client committed fraud or involved the Company in fraud or illegality.
  - h) A competent regulatory authority, body, or court requires action in the following paragraph.
  - i) In cases of a material violation by the Client of the requirements established by the legislation of Saint Vincent and the Grenadines or other countries, such materiality is determined in good faith by the Company.
  - j) If the Company suspects that the Client is engaged in money laundering activities or terrorist financing, or other criminal activities and/or
  - k) The Company reasonably suspects that the Client performed abusive trading such as but not limited to, Scalping, Pip Hunting, placing “buy stop” or “sell stop” Orders before the release of financial data, arbitrage, manipulations, or a combination of faster/slower feeds.
  - l) Any other circumstances where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph.
- If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions:
  - a) Terminating this Agreement without notice will give the Company the right to perform any or all the actions following Clauses 5, 10 and 16 above.
  - b) Combine any Client Account of the Client, consolidate the Balances in such Client Account and set off those Balances.
  - c) Close all or any of the Client Account(s) held with the Company.
  - d) Cease Client's access to the Company's Online Trading Facility.
  - e) Convert any currency on the Client's account to another currency.
  - f) Suspend or freeze or close any Open Position or reject Order.
  - g) Cancel or reverse any profits gained through abusive trading or the application of artificial intelligence on the Client Account or in case of using stolen cards, forgery, fraud or when the Client engaged in criminal activity or money laundering.
  - h) Refuse to accept further Client Orders; and/or
  - i) Refuse to open a new Client Account for the Client.
  - j) The Company reserves the right to suspend, cancel, or refuse any bonus, promotional reward, commission, incentive, or campaign-based benefit if it reasonably determines that the Client has engaged in abusive trading practices, fraud, or misuse of such incentives. In such cases, the Company may cancel the relevant bonus and any profits directly derived therefrom. Furthermore, a withdrawal processing fee of up to 10% of the withdrawal amount may be applied to cover administrative and investigation costs, in addition to any standard fees and charges. The Client's own deposited funds shall remain fully withdrawable at all times, subject only to the Company's standard fees and charges.

### Force Majeure

- A Force Majeure Event includes at least each of the following:



- i. Governmental actions or restrictions (including exchange controls, forfeitures, nationalizations, and devaluations), the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, insurrection, strikes, requisition, or any other international catastrophe, economic or political crisis.
- ii. Acts of God, earthquakes, tsunamis, hurricanes, typhoons, accidents, storms, floods, fires, pandemics, and other natural calamities.
- iii. Labor conflicts and lock-out.
- iv. Suspension of trading on a Market or the setting of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party, decisions of state authorities, governing bodies of self-regulatory organisations, decisions of governing bodies of organised trading platforms, and changes in regulations or market conditions.
- v. Appropriate regulatory authorities have announced a ban on financial services or any other acts or restrictions of any regulatory, governmental, or international organisation or authority.
- vi. Breakdown, failure, or malfunction of any electronic network and communication lines (not due to the bad faith or willful default of the Company), inability to communicate with any relevant person, or any delay, disruption, failure, breakdown, unauthorised access, theft, or malfunction of any transmission or communication system or computer facility belonging to the Company, Client, any market, or any settlement or clearing system.
- vii. The failure of any relevant supplier, broker, agent, or principal of the Company and exchange to perform their commitments.
- viii. The suspension, liquidation, or closure of any market, the abandonment or failure of any event to which the Company relates its Quotes or the imposition of trading limits or unique or exceptional terms on any such market or event.

- If the Company determines in its reasonable opinion that a Force Majeure Event (as stated in the above) exists (without prejudice to any other rights under the Agreement), the Company may, without prior notice and at any time, take any or all the following steps:
  - a) Increase Margin Requirements without notice.
  - b) Close out any open positions at prices that the Company considers in good faith appropriate.
  - c) Suspend and/or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
  - d) Take or omit all such actions as the Company deems appropriate in the circumstances concerning the position of the Company, the Client and other clients.
- Except as expressly provided in this Agreement, the Company shall not be liable or responsible for any claims, losses, damages, costs or expenses, including attorney's fees, caused, directly or indirectly, by any events, actions or omissions, any failure, interruption, or delay in performing its obligations under this Agreement when an event of Force Majeure causes such failure, interruption, or delay.
- 

#### **Recoupment of Profits and Account Recalculation Following Abusive Trading.**

Where the Company determines, in its sole discretion and acting in good faith, that a Client has engaged in Abusive Trading, Prohibited Trading Strategies, or any activity intended to unfairly exploit pricing, execution, latency, system behaviour, liquidity conditions, or market mechanics, the Company may take one or more of the following actions without prior notice:



- a) Recalculate, adjust, nullify, cancel, or reverse any transactions, profits, gains, credits, equity increases, margin availability, or other benefits derived directly or indirectly from such activity;
- b) Recalculate the Client's account performance by excluding all transactions identified as abusive and determine the final account balance based on such recalculation;
- c) Offset any profits, gains, credits, or benefits derived from Abusive Trading against any losses, margin deficits, fees, charges, or other obligations incurred on the same account.

Trading activity shall be assessed on a holistic account basis. The Company does not recognize segmentation between "normal" and "abusive" trading once Abusive Trading has been identified, regardless of the sequence or timing of such activity.

Any trading activity that results in the recovery or reduction of prior losses through prohibited, abusive, manipulative, latency-dependent, execution-sensitive, or system-exploitative strategies shall be classified as Abusive Trading, irrespective of prior trading outcomes.

For the purposes of these Terms, "profit" includes any increase in account balance, equity, margin availability, or reduction of losses resulting directly or indirectly from Abusive Trading, including amounts used to offset or recover previous losses.

If, following recalculation and exclusion of abusive transactions, the Client's account balance is zero or negative, the Client shall not be entitled to any withdrawal, regardless of any positive balance displayed prior to review.

Where the funds available in the Client's account are insufficient to fully offset profits subject to recoupment, the Company may declare the account not returned in full, retain all remaining balances, and close the account. The Company is under no obligation to restore, refund, or credit any portion of the Client's initial deposit in such circumstances.

The existence of a positive account balance prior to review does not create a right to withdrawal where such balance is attributable, in whole or in part, to Abusive Trading. Public statements, complaints, or external pressure shall not affect the Company's enforcement of these Terms.

The Company's determination of Abusive Trading and any resulting recalculations shall be final and binding, provided such determination is made in good faith and in accordance with these Terms.

This clause shall prevail over any provision permitting withdrawals, including withdrawals of initial deposits, where Abusive Trading or Prohibited Conduct is identified.

## **18. COMPLAINTS**

- If you have any complaints, please communicate them to us via e-mail as per Clause 19. All complaints are dealt with swiftly and vigorously, and relevant action is taken to ensure you have been assisted accordingly.
- The Company hereby assures the Client that it will investigate the matter and will take any appropriate actions to resolve the issue.
- The client has the right to submit a complaint within two weeks of the event they believe was misjudged by the Company. The client should raise any query or complaint immediately with the Company, and the Company will endeavor to resolve it as soon as reasonably practicable. Any complaints submitted after 15 days will be disregarded, as we will assume the client has accepted the procedures applied



- Upon resolution of the query or complaint, the Company will send a final response letter to the Client, stating the nature of the resolution and applicable remedy (if any).
- The Client's complaint must include the name, the account number, the time of the complaint's origin, and if concerning a specific position, its reference number, and a brief description.
- Offensive language will not be accepted – the Company reserves the right to reject such complaints.
- Please refer to our Complaint Handling policy in Appendix 5 for more information and the template for transmitting your Complaint.

## 19. COMMUNICATION

- Your communication with us is by:
  - Address: Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines
  - E-mail: [support@connextfx.com](mailto:support@connextfx.com) and [info@connextfx.com](mailto:info@connextfx.com)
  - Telephone: +357 - 96812871
- Please know that our phone calls may be recorded so that we can protect and defend your interests and give you the best service possible. We may retain any correspondence with you, but we are not required to.
- Hours of Communication: The Company remains at the Client's disposal from 07.00 am to 04.00 pm (GMT) Monday through Friday.
- The Company's Operating (Trading) Time shall follow the timings determined by the Company from time to time. The Company will not quote any price outside of the Operating (Trading) Time of the Company, and any Orders placed outside of such time may be considered void. Holiday Schedules, during which the Services are unavailable, shall be announced to the clients by electronic means of communication.
- The Client shall notify the Company immediately of any change concerning the Client's physical and/or e-mail address and/or any other contact details.
- All communications sent by the Client shall not be deemed effective until accepted by the Company. Communications accepted from the Client can be transmitted to the Company via telephone and/or electronic mail.
- The Company reserves the right to specify any other way of communication with the Client.

## 20. LEGAL NOTICE

- The Company's Online Trading Facility provides only general information and does not constitute advice on any subject. By using the Company's online trading facility, you recognize that you have not relied on any such content, and by continuing to use it, you agree to be bound by this Agreement. Connext LLC provides the information; however, despite our best efforts to keep it accurate and up to date, we make no representations or warranties, express or implied, as to the accuracy, completeness, reliability, suitability, availability, or timeliness of the

Company's Online Trading Facility or the information, products, services, or related graphics contained therein for any purpose. This information is used totally at your own risk. Please contact us if you have any queries about specific issues or matters.



- From time to time, links to other websites may be present on the Company's online trading facility. These links are just for your convenience. They are not a recommendation or endorsement of the websites, the opinions expressed on them, or the information they contain. They are just offered for your convenience. These other websites, their nature, content, and accessibility are not under our Company's control.
- You may not use any document or website to link to the Company's Online Trading Facility without written approval. Connext LLC does not take responsibility for any loss or damage from using this website or relying on its content, as far as the law lets them.
- Every effort has been made and will continue to be made to keep the Company's online trading facility operational. However, we do not accept liability for any temporary unavailability of the Company's Online Trading Facility caused by technical problems outside our control.
- Users, clients, and potential customers are strongly encouraged to read the Company's Online Trading Facility's comprehensive Legal Notice, which should always be in combination with this Agreement and constitutes an essential and inseparable component.

## **21. COPYRIGHT NOTICE – INTELLECTUAL PROPERTY – TRADEMARKS**

- Our separate copyright notice, which is a part of the Agreement in its entirety and should always be read in combination with it, should be read in conjunction with this section.
- The Company is and will continue to be the sole and exclusive owner of all patents, copyrights, designs, trademarks, trade names, logos, and other similar rights (collectively, "Intellectual Property Rights") relating to the Company, the Services, the Online Trading Facility, or the Company's electronic systems and platforms. Except as specifically authorized by the Company in writing, Client shall not duplicate, interfere with or tamper with, alter, amend, create derivative works of, modify, reverse engineer, decompile, disassemble, or assert proprietary rights in the subject matter of the Intellectual Property Rights..
- The content of the Company's Online Trading Facility, in whole or in part, is protected by intellectual property rights and belongs to Connext LLC, its suppliers, agents, and/or licensors. The design, style, look, appearance, graphics, textual content, logos, photographs, videos, and audio are all considered part of this content. Except in exceptionally unusual situations, it is forbidden to redistribute or reproduce all or any portion of the contents in any way.
- The content of the Company's Online Trading Facility, including its databases, invisible pages, underlying code, and any intellectual property this site may include, is not for visitors, users, and/or clients. The material of the company's online trading facility may not be distributed or otherwise used for commercial purposes without our express written consent. You are not permitted to store it on any other website or electronic retrieval systems, nor may you transmit, broadcast, sell, or publish any portions of it.
- The names of actual companies and/or products mentioned herein may be the trademarks of their respective owners.
- Any rights not expressly granted herein are reserved.
- The contents of the Company's Online Trading Facility fall under the protection of copyright laws. Unauthorized use of the Company's Online Trading Facility may give rise to claims for damages and/or criminal offence charges.
- The Company's Online Trading Facility and its content are the Copyright © 2022 of Connext LLC. ©Connext LLC. All rights reserved.
- Unless and to the extent otherwise permitted under this Agreement or required by law, regulation or demand of a governmental authority, each Party shall protect the Confidential that it receives or possesses regarding the other Party and shall not disclose such Confidential Information to any third party. Each Party may disclose Confidential Information to:



- a. Its employees and consultants provided that such persons are contractually and legally bound by restrictions on the use of the Confidential Information subject to the terms contained herein; and
- b. Its affiliates for the sole purpose of performing such Party's obligations under the Agreement.

- If a Party discloses Confidential Information permissibly under this Agreement (unless such disclosure is to such Party's employees), such disclosing Party shall, where reasonably possible, notify the other Party in writing in advance of such disclosure.
- The Company may obtain information on the Client directly from the Client or other sources, such as public register providers, fraud prevention organizations, and credit reference agencies.
- The Client hereby declares, agrees, and expressly grants the Company's use of the pertinent personal data for purposes related to and incidental to this Agreement.
- The Company may record telephone conversations with the Client, and the recordings will belong exclusively to the Company. The Client acknowledges and agrees that the recordings serve as irrefutable proof of the captured orders, Instructions, Requests, or dialogue.
- The Client agrees that the Company may occasionally contact the Client directly by phone, fax, or other means of communication, including but not limited to any communication platform, to administer the Agreement's provisions.

## **22. LANGUAGE**

The official and conclusive version of the Company's Online Trading Facility and this Agreement is in English. The translations offered are solely for your convenience and should always be compared to the original English text, which is the only version meant to be legally binding.

## **23. CLIENT'S HOLISTIC DECLARATION**

The Client hereby declares that among other things:

1. He/she has carefully read, fully comprehended, and agreed to all the terms and conditions of the Agreement, and he or she has no reservations about doing so.
2. He/she has read and comprehended all online material about the Company, the Services, and any other subject matter covered by the Agreement.
3. He or she permits the company to contact them via cold calling, human contact, fax, automated calls, email, or other electronic or digital phones.
4. If the Client is a firm, the person who filled the Application Form on the Client's behalf is appropriately authorized. Otherwise, he or she is the person who completed the Application Form.
5. He/she may accept the Terms of Service and Conditions Agreement through the Company's Online Trading

Facility and sign it electronically. Aside from the acceptance of this Agreement, as stated previously, the Service Agreement does not need to be signed by the Client, the Company, or both to be enforceable.

6. He/she agrees to abide by all terms governing expenses and charges, including but not limited to the remainder of this Agreement and accepts such conditions.



## 24. APPENDICES

### Appendix 1 – Cookies Policy

This cookie policy informs you clearly and is helpful about our cookies and what they do.

Connext LLC may use "cookies" on this website and other pages of its Online Trading Facility to give you several interactive features that will help you customize your online trading experience. A text file known as a cookie is stored on your computer's hard drive by a website server. Cookies can neither run programs on your computer nor spread infections. A web server can only read cookies given to you on the same domain as where the cookie came from.

By continuing to use our Online Trading Facility, you agree and consent that third parties and we may store and access cookies and IP addresses and use other tracking technology to gather statistics about how clients use the website and to improve your online experience, including the way we communicate with you.

When visiting our website, you can also decide not to accept cookies, but remember that this may impact how you use and see the Online Trading Facility.

The purpose of a cookie is to let the web server know whether a user has revisited a particular page. Cookies have a variety of goals, one of which is to make your life easier by saving you time.

Additionally, cookies give us technical information that we can use to improve navigation and user-friendliness, personalize your experience with our online trading facility, and learn more about you.

When you register with ConnextFX or personalize one of our Online Trading Facility web pages, for example, a cookie helps the Company remember your specifics to improve your experience. Your personal information, such as shipping and billing addresses, can be entered more quickly, such as making it more straightforward for you to use the previously customized features of the Company, the information you once gave can be retrieved when you revisit the same Company's website.

You always have the choice to accept or reject cookies. Even if your web browser accepts cookies by default, you may typically change it to reject cookies.

#### How to block our cookies and erase them

You can block cookies by turning on the setting in your browser that lets you say no to all or some cookies. However, if you configure your browser to reject all cookies, including necessary cookies, you may require assistance using all or parts of our website.

Our system will send cookies as soon as you visit our site unless you have changed the settings in your browser to make it reject cookies. Cookies cannot be disabled or deleted to stop device identification and related data collection.

You can change your cookie settings in web browsers. These options are typically located in your internet browser's "options" or "preferences" menu. The links below help you understand these settings. If not, try your internet browser's 'Help' option to get more information.

[Cookie settings in Internet Explorer](#)

[Cookie settings in Firefox](#)

[Cookie settings in Chrome](#)

[Cookie settings in Safari](#)

[Cookie settings in iOS](#)

[Can I revoke my consent?](#)



Once you have permitted us to use cookies, we will place a cookie on your computer or other devices to remember your consent. This will regularly expire (and in all cases within 13 months). You must erase your cookies using your web browser's settings if you want to revoke your consent at any time.

Visit this website for further details on deleting or removing cookies: <http://www.aboutcookies.org/Default.aspx?Page=2>.

#### What personal data are cookies collecting?

A cookie typically comprises a string of text containing details about the browser. A cookie must remember your browser to function; it does not need to know where you are from.

The Company might store more personal information about you in some cookies. However, you can do this if you have voluntarily given our website access to that personal data.

#### [Appendix 2 – Complaint Handling Policy](#)

##### Addressing complaints or grievances

This Policy's goal is to outline the process to be used and the proper course of action taken by the Company if a client makes a complaint.

##### Definitions

"Complainant" refers to anyone, natural or legal, who is qualified to file a complaint with the Company and has already done so.

"Complaint" refers to a complaint made to the Company by a complainant regarding the delivery of investment services.

The Company shall establish, execute, and maintain reasonable, prompt, and transparent systems to manage complaints and grievances received from current or prospective retail clients and maintain records of each complaint and the steps taken to resolve it.

Additionally, the Company shall implement a complaints management strategy defined and approved by the board of directors, who will monitor compliance.

The Back Office/Account Opening Department handles customer complaints or concerns initially.

However, Senior Management must approve the final resolution of non-trivial complaints or grievances.

A complainant must complete the Company-developed Complaint Form, accessible at [www.connextfx.com](http://www.connextfx.com). After being finished, it should be delivered in hard copy along with a copy of the complainant's identification document and any other supporting documentation to:

- Address: Richmond Hill Road, P.O. Box 2897, Kingstown, Saint Vincent and the Grenadines
- E-mail: [support@connextfx.com](mailto:support@connextfx.com) and [info@connextfx.com](mailto:info@connextfx.com)

The Company shall follow the following procedure when responding to complaints or grievances from customers:

1. A member of the Back Office/Account Opening Department is the person who deals with a complaint or grievance at first. When an employee gets a complaint or grievance, they must take the proper steps to deal with it.
2. The Back Office/Account Opening Department should send the complaint or grievance on the form to the head of the department to which it pertains as soon as possible (within three working days) after it has been received.



3. The Back Office/Account Opening Department employee must send a written acknowledgement letter informing the complainant that the complaint or grievance is being investigated and forwarded to the appropriate department or individual. The letter must include all relevant information so that the person making the complaint or grievance knows who is in charge. Along with the letter, the Company's Policy on handling client complaints must be provided to the complainant free of charge.

4. The staff member should use their best efforts to ensure that, in addition to those mentioned above, any complaint or grievance is of a nature that the Company may settle right away. This will prevent the customer from having to pursue filing a formal complaint. In such a situation, the staff member shall not:

- i. Invest in the client in any manner possible.
- ii. Address any problems that could prevent the best execution.
- iii. Address any legal matters that may arise.
- iv. Commit the Company to take any action before conducting a full investigation into the problems.

The Company's typical investigation period is five business days from the day the initial complaint is received. The complainant will be made aware of the inquiry's findings as soon as it is finished if it takes fewer than five business days to complete. The Company will provide the complainant with specific information about the reasons for the delay, the state of the investigation, and the anticipated completion date if a complaint is not resolved during the regular investigation time.

#### The steps to take after receiving a formal complaint or grievance

When a client sends in written complaint or grievance, they must send it to the correct department so it can be dealt with in the best way.

The client will be contacted by a back office/account opening department member to let them know their complaint or grievance has been received and is being investigated.

When we get a written complaint or grievance, we should obtain and keep the following information:

- The name and contact information of any client who has filed a complaint or grievance.
- The Company's service rendered in connection with the grievance or complaint.
- The worker in charge of rendering the services.
- The division to which the person is assigned.
- The date that the complaint or grievance was received and registered.
- The specifics of the grievance or complaint.
- The capital and market value of the client's financial instruments.
- The extent of the client's claimed damage.
- A reference to any correspondence the client and the Company may have exchanged.

Based on the data provided by the client, the events leading up to the complaint or grievance should be studied and evaluated.

The client's facts have been investigated, and it determined whether any other material must be acquired from the Company's archives (electronic mail, recorded telephone calls, IT data, and others).

All non-trivial concerns or grievances must be brought to the Senior Management's attention and approved before being resolved.

When the inquiry is finished, a report outlining the facts must be written and given to Management, who will then decide how to respond formally to the client and what action to take.

After the inquiry is complete, the Back Office/Account Opening Department employee will notify the



Complainant in writing, using clear and understandable language, of the findings and the steps are taken to satiate the complainant's demand(s) promptly.

The Company must give the complainant a thorough written explanation of its stance on the complaint if the inquiry results only partially satisfy the complainant's demands.

If a customer complaint or grievance is legitimate, Management must take the required steps in collaboration with the Head of the Department or Heads of the Departments to which the complaint or grievance is related to recognize and confirm the following:

- Reasons why the treatment was not successful.
- Internal controls' shortcomings.
- Internal controls must be put in place to stop future complaints and grievances.

Senior Management must approve all proposed processes at the meeting once the inquiry is complete. The complainant will receive a summary of the procedure mentioned above through the agreement signed for the supply of investment services.

The Head of the Back Office, or his designee, is responsible for maintaining a central complaint database that contains the following details:

- The complainant's name, address, and account number (if available).
- The date the complaint was received.
- The department(s) participating in the complaint inquiry, together with the names of the personnel in charge.
- The substance of the complaint and the outcome of the complaint.

Upon receipt, the Head of the Back Office or his designee must adequately and appropriately register the complaint on an internal archive. The Company must keep all complaints and grievances on file for at least five years.

#### Updates

The Company will periodically review this Policy at least once per year.



COMPLAINT FORM

Client Information:

Name:	Account Number:
Address:	Email:

Summary of the Complaint:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Please enclose any evidence and relevant documentation.

### **Appendix 3 – Risk Acknowledgement, Disclosure and Warning**

According to the terms of service and conditions controlling our contractual relationship, we give you this warning for you to acknowledge the main risks in our contractual relationship.

#### **Risk Warning**

- Clients should carefully read the following risk warnings. Please note that when dealing with Financial Instruments (including Contracts for Difference, or "CFDs"), we do not disclose or fully explain all the risks involved. We state the general dangers of trading in financial instruments fairly and honestly.
- The Company primarily offers CFDs on foreign exchange to carry out orders relating to one or more financial instruments. The Company will serve as the primary Execution Venue for executing the Client's orders.
- CFDs are intricate financial products that not all investors should use. Leveraged products known as CFDs mature when an open trade is closed. When you invest in CFDs you take on significant risk, and there is a possibility of losing all the money you invested.
- Clients should only trade if they know everything there is to know about the risks of financial instruments.
- Clients should not take on more risk than they can afford to lose. Clients should carefully examine whether Financial Instrument suits them, considering their circumstances and financial resources, before applying to open a trading account with the Company or placing an order.
- Clients should speak with an impartial financial advisor if they have questions or need help comprehending the dangers of trading financial instruments. After speaking with the advisor, they should only trade if they understand these hazards.
- Each Client must realize that there is a significant risk of loss and damage while buying and selling Financial Instruments and that the investment value may go up and down. Once clients decide to trade, they are responsible for any losses and damages, which may cause them to lose all the money they invested.

#### **Recognition of Technical Risk**

- The Company prioritizes completing orders placed by its Clients as quickly as feasible while staying within the bounds of available technology and communications channels. For example, the Client may telephone to open or close a trade. The Client should bear the risks of monetary losses brought on by the breakdown of information, communication, electronic, or any other systems.
- The Client oversees protecting his access data. The Client will be exposed to system hazards, such as hardware and software failure (Internet/Servers) if he conducts transactions on an electronic system (Trading Platform). For instance, a delay in receiving an order on the Company's platform could impact the cost of execution. Therefore, any system malfunction may have the effect of either not executing the order following the Client's instructions or not executing it at all. In the case of such a failure, the Company disclaims all liability.
- The Client agrees that during periods of high deal volume, particularly in a fast market, the Client may experience some difficulty speaking on the phone with a Dealer (for example, when key macroeconomic indicators are released).
- When trading through the Online Trading Facility, the Client oversees the risks of monetary losses brought on by:



- Hardware or software failure, malfunction, or abuse on the part of the Client or the Company.
- A bad Internet connection on the part of the Client, the Company, or both. This covers disruptions, blackouts in transmission, issues with the public electricity grid, connection overloads, or hacker attacks; incorrect settings in the client terminal; delayed client terminal updates; and the Client disobeying the applicable guidelines outlined in the client terminal user guide and on the company website.

## **Unusual Market Situations**

The Client understands that the time frame for executing the Orders may be extended in abnormal market conditions.

## **Trading Environment**

- The Client knows that there can only be one Order for execution. The "Order is locked" notice will be displayed until the first Order is processed, i.e., executed. Once the Client has sent an Order, any additional Orders from the Client are ignored.
- The Client understands that the Quotes Base of the natural/live Server is the only source of information on Quotes Flow that can be relied upon. Because the connection between the Client Terminal and the Server may be interrupted at some point, and some of the Quotes may merely not reach the Client Terminal, the Quotes Base in the Client Terminal is not a trustworthy source of Quotes Flow information.
- The Client understands that the Instruction or Request submitted to the Server will not be cancelled when the Client closes the order placing, amending, or deleting window or the position opening/closing window.
- If the Client decides to send the same Instruction again after not receiving the results of the first attempt, the Client will take the risk of executing two transactions rather than one. However, the Client can get an "Order is locked" notice. The Client acknowledges that the only instruction that will be executed is to modify the Stop Loss and/or Take Profit levels on the position opened when the Pending Order is triggered, even if the Pending Order has already been executed. The Client may simultaneously send the Instruction to modify its level and the levels of If-Done orders.

## **Communication**

- The Client agrees to bear the risk of any monetary damages resulting from notices from the Company being delayed or not received.
- The Client understands that emails sent without encryption are not secure against unauthorized access.
- Since messages provided to the Client by the Company via the trading platform are automatically removed after 3 (three) calendar days, the Client is entirely responsible for the risks associated with those messages.
- The Client takes full responsibility for protecting the confidentiality of the information obtained from the Company and assumes all risk of monetary loss resulting from unauthorized third- party access to the Client's Account.
- When the information mentioned above is transmitted between the Company and any other party using the Internet or other network communication facilities, telephones, or any other electronic means, the Company assumes no liability if authorized or unauthorized third parties gain access to information, including electronic addresses, electronic communication, personal data, and access data.



## Event of Force Majeure

The Client must accept and understand the risk of suffering financial losses in the event of a Force Majeure Event.

### Foreign Exchange and Derivative Product Risk Warning Notice

1. The risks and other essential features of foreign currency and derivative products, such as Contracts for Differences, cannot be fully disclosed in this notice. If clients need to comprehend the nature of these goods and the scope of their risk exposure, they should refrain from dealing with them. Because of their risk, these products must be monitored often (especially when there is increased leverage or unpredictable markets). Additionally, customers should feel confident that the product fits their needs considering their situation and financial situation. Specific tactics, such as a "spread" position or a "straddle," may carry the same level of risk as a Long or Short position.
2. Even though the Client can use Forex and derivative instruments to manage investment risk, only some investors are fit for some of these products. Clients should only deal with derivative goods directly or indirectly if they fully understand the dangers involved and that they could lose all their money. Different instruments expose traders to varying degrees of risk, thus before choosing to trade in any instrument, a client should be aware of the following:

#### Leverage's Effect

1. When trading on margin, slight market changes could significantly influence the Client's trading account. It is significant to remember that leverage has an impact on every account during trading. The Client must also consider the possibility of losing all deposited funds if the market shifts against them. The Client controls all risks, financial resources used, and trading strategy selection.
2. The Client is liable for all financial losses resulting from opening a position at an error quote (spike) or a quote obtained because of a manifest error, using temporarily excess free margin on the trading account obtained because of a profitable position (subsequently cancelled by the Company).

#### Price movements, high volatility instruments, and slippage definition

1. Some instruments trade with volatile price fluctuations and large intraday ranges. The Client must, therefore, carefully examine the fact that there is a substantial risk of both loss and profit. The price of the underlying asset that derivative financial instruments relate to is used to determine their pricing (for example, currency, stock, metals, indices, etc.). Markets for derivative financial products and associated products can be very turbulent. The prices of the instruments and the underlying asset may move quickly over a wide range, and they can reflect unforeseen occurrences or changes in circumstances that neither the Client nor the Company can control. Losses may result if the Company cannot complete a client's order at the declared price due to specific market conditions. Changes in supply and demand, government, agricultural, commercial, and trade programs and policies, national and international political and economic events, and the relevant marketplace's dominant psychological characteristics will all affect the instruments' prices and the underlying asset. Therefore, a stop-loss order cannot guarantee the Limit of loss.

The Client understands and agrees that, despite any information provided by the Company, the value of the Instruments may change in either direction, or there is even a chance that the investment could lose all its value. This is attributable to the margining method used in such trades, which often only requires a minimum deposit or margin concerning the total contract value. The Client's deal may be adversely affected by a slight fluctuation in the underlying market. Suppose the underlying market movement is favorable to the Client. In that case, the Client may make a considerable profit. Still, an equally tiny unfavorable market movement might quickly cause the Client to lose their whole deposit and expose them to a significant extra loss.

2. It is essential to mention Slippage at this point because it typically occurs during high volatility. - This occurs when the Company fills an order at a price other than the one they anticipated for the deal to be filled. Slippage can happen in all available account and order types using any execution strategy. Positive and negative Slippage come in two varieties.



The Client should think about the potential hazards and/or hazardous situations that they might be put in since positive Slippage happens when the price is performed at a better level than the one asked; however negative Slippage is precisely the opposite circumstance.

Please be aware that in circumstances of market execution, orders will be executed at the next available price if there is market slippage. When entering or leaving the market, there are instant execution requotes (i.e., if the requested price is not available, the Company will send the current available price to the Client to confirm execution; the Client must expressly agree to accept the requoted price before execution).

3. Generally speaking, market volatility may impact the price, speed, and volume. Therefore, trading is hazardous when important news and data releases occur during volatile conditions. As the optimal execution criteria might not always be applicable, as stated on our website, the Company will always offer execution pricing at the earliest accessible price.

## **Liquidity**

Due to decreased demand for the underlying asset, certain underlying assets might not become instantly liquid, and the Client might not be able to learn their worth or the degree of the risks involved.

## **Contracts for Difference**

1. The non-deliverable spot transactions offered by the Company for trading CFDs provide an opportunity to profit from changes in currency exchange rates, commodities, stock market indexes, or share prices (called the underlying instrument). If the movement of the underlying instrument is favorable to the Client, the Client may make a substantial profit, but an equally modest unfavorable market movement can swiftly lead to the loss of the Client's whole deposit as well as any additional commissions and other costs paid. The Client must be willing to risk losing his invested money and any additional fees and other charges paid before engaging in CFDs.

2. The risks associated with investing in a Contract for Differences are the same as those associated with investing in a future and/or an option. The Client should be aware of these risks. Clients should be mindful of the implications of any contingent liabilities that may be included in transactions involving contracts for differences.

## **Off-exchange Derivatives Transactions**

1. CFDs on commodities, foreign exchange, Spot Metals, shares, and indices are all off-exchange transactions. The Client understands that transactions made in CFDs with the Company are made over the counter (OTC), not on a recognized exchange, and as such, they may include higher risks than transactions on regulated exchanges. Even while some off-exchange markets have superior levels of liquidity, investing in off-exchange or non-transferable derivatives may be riskier than doing so in on-exchange derivatives because there is not an exchange market where open positions can be closed. It might be impossible to evaluate the value of a position resulting from an off-exchange transaction, to liquidate an existing position, or to evaluate the risk exposure. It is optional to quote the bid and ask prices; even when they are, the dealers in these instruments will determine them, making it challenging to determine what a fair price is.

2. The Company uses a trading platform for CFD transactions, but that does not meet the definition of a recognized exchange since it is not a Multilateral Trading Facility and, as a result, does not provide the same protection as a recognized exchange.

## **Markets overseas**

Different dangers are present in foreign markets. Changes in foreign exchange rates will impact the possibility of profit or loss from transactions on overseas markets or in contracts using foreign currencies. The Company will explain some of the risks and protections (if any) that will apply in any international markets upon request, along with the extent to which it will take responsibility for any failure of a foreign firm with which it does business.

## **Investment Transactions with Contingent Liabilities**

1. Margined contingent liability investment transactions call for a client to make a series of payments against the purchase price rather than making the full payment at once. The underlying asset of the instrument will determine the margin required. On the Company's website, margin requirements are listed and can be fixed or computed using the current price of the underlying instrument.
2. A client who trades CFDs risks losing all the money they deposited to open and maintain a position. They can be required to pay sizeable extra cash on short notice to retain the position if the market shifts against them. The Client will be liable for the shortfall if their position is liquidated at a loss due to their failure to deposit funds promptly. The Client should note that the Company will not be required to inform the Client of any margin call made to maintain a losing position.
3. Even if a transaction is not margined, it may be subject to a requirement to make additional payments in addition to the initial sum paid by the Client to enter the contract.
4. The Client may be exposed to significantly higher risks with contingent liability investment transactions that are not listed on or subject to the regulations of a recognized or approved investment exchange.

## **Collateral**

The Company will manage collateral deposited by a client as security in many ways depending on the transaction type and the collateral market. Depending on whether the Client is trading off-exchange or on a recognized and/or designated investment exchange, where the regulations of that exchange apply, there may be considerable changes in how the collateral is treated. Once transactions are made on behalf of a client, deposited collateral may no longer be recognized as that Client's property. Even if the Client's deals end up being successful, they might still need to obtain the exact assets back that they put, and they might have to take reimbursement in cash.

## **Taxes and commissions**

1. Clients should familiarize themselves with all commissions and fees for which they will be held responsible before they start trading. The Client is responsible for understanding any charges not indicated in monetary terms (but, instead, as a % of the contract value, for example). For instance, the Client may be forced to pay commission or financing costs, the amount posted on the company website, to open a position in certain cfd's. The Company may use a fixed amount and/or a percentage of the total deal value to calculate commissions. Some cfd's have a daily swap rate that fluctuates the value of opened positions throughout the contract. Swap rates are determined by current market interest rates, which are subject to change over time. The commission and financing costs are charged explicitly to the Client account rather than being included in the quoted price of any form of CFD that the Company offers.
2. The trades the Client makes in any financial instruments, including derivatives, run the risk of becoming or becoming liable to tax and/or other duties, for instance, because of changes in the law or his own circumstances. He is responsible for taxes, additional duties, fees, and expenses the Client may incur concerning his trades. The Company does not guarantee that there will not be any tax or other stamp duty due.

## **Interruptions in Trading**

It could be difficult or impossible to liquidate a position under specific trading circumstances. This could happen, for instance, during periods of fast price movement if the price increases or decreases significantly within a single trading session to the point where trade is prohibited or restricted following the regulations of the relevant exchange. Because it may be impossible to fulfil such an Order at the desired price due to market conditions, setting a Stop Loss does not guarantee that the Client will limit losses to the amounts planned. Furthermore, a Stop Loss Order's execution may be worse than the price specified in the order and realized losses might be higher than anticipated, depending on the state of the market.



The price of the appropriate underlying asset, which the Company acquires from outside reference sources provided by third parties, is used as the basis for the Company's calculation of the price for a given CFD. The prices of the Company are listed on the website of the Company. Orders like Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell Stop will be activated if the price hits them. However, there may be times when it is challenging to fulfil orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) at the declared Clients' Price due to prevailing market conditions affecting the order and/or the transaction. Therefore, these orders only sometimes minimize Client losses in highly volatile trading conditions, such as in an underlying asset or reference price. The Company is entitled to execute the order at the earliest price. As previously mentioned, this could happen during periods of fast price movement if the price increases or decreases by such a large amount during a single trading session that trade is prohibited or restricted by the regulations of the relevant exchange. This might also happen when a trading session starts. For a specific CFD, the minimum level for placing, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and Take Profit orders is under Contract Specifications on the Company's main website.

To give the Clients competitive price quotes, the Company generally emphasizes the quality and level of the price data it obtains from other sources. The Company does not, however, promise that its quotes will be at a price that is at least as good as one that might have been offered elsewhere.

## **Insolvency**

1. The Company has put in place sufficient safeguards to guarantee the assets and ownership rights of the Clients in the event of the Company's bankruptcy. However, holdings could be liquidated or closed off without the Client's permission if the Company becomes insolvent or defaults on its obligations. In certain situations, a client might not receive the tangible assets that were put up as collateral and might instead have to accept any payments made in cash or by any other means deemed appropriate.
2. The protections granted by the relevant regulations will apply to segregated client funds. Any third party mentioned in this section will not have the Company responsible for their actions, solvency, or lack thereof.
3. All client funds are kept apart from company funds in segregated accounts.

## **Market Risk Control**

1. Market risk is the possibility of financial losses when the value of investments decreases over a specific period due to occurrences or changes in the economy that have a significant market-wide impact.
2. The following categories can be used to categorize market risk:
  - Position risk is the likelihood of a trading position (long or short) losing money due to price changes.
  - Interest Rate Risk: The possibility that changes in market interest rates cause future cash flow values of a financial instrument to alter.
  - Commodities Risk: This is the uncertainty about future market values and the amount of future income brought on by changes in commodity prices. These products could include oil, metals, gas, power, etc.
  - When a financial transaction is conducted in a currency other than the Company's base currency, there is a risk of foreign exchange. Establishing and controlling foreign exchange limitations, such as determining the maximum value of exposure to a particular currency pair and applying sensitivity analysis, are effective ways for the Company to manage its foreign exchange risk.



## Risk Associated with Margin Calls

- You might need to deposit more money with us quickly if the price moves against your open position to meet your total margin requirement and keep your Position open. The extra Margin's value might be significant, and if it is not paid on time, it could lead to the following:
  - Some or all of your open Positions could be cancelled or liquidated by us.
  - You could lose the ability to open new Positions or extend current Positions.
  - You could also be responsible for interest costs on negative or debit balances.
- Additionally, any additional funds must clear before they may be considered to have satisfied your margin call. In rare cases, before any additional funds you deposit in response to a margin call have the chance to turn into cleared money, your Position may be liquidated.
- You should be aware that transactions are revalued for margin purposes at their respective bid and offer prices regardless if they are long and short positions at the same instrument (hedge). The spread will be wide during times of low liquidity, high volatility, or shortly before or right after the closing or opening of markets, resulting in increased Margin obligations. Even when the Position is hedged, this could cause the liquidation of Contracts.
- Customers are advised not to rely exclusively on a Margin Call sent by the Company via the Online Trading Facility. The client is responsible for keeping track of margin requirements and ensuring they have enough free equity to cover any potential negative movement. We cannot promise that Margin Calls will be received or that there will be enough time for monies to be forwarded to avoid losses.

## Margin Calls for Hedged or Partially Hedged Positions

- Clients can simultaneously hold long and short positions on the same instrument. The initial margin requirement may be decreased to zero if positions are completely hedged (long and short by the same amount).
- To determine the variation margin, all open Contracts are revalued against the bid and offer, respectively. Even though the net position might be hedged, Variation Margins will still be in effect because of the bid-ask spread.
- Variation Margins may be significant if the Spread widens during times of poor liquidity or strong volatility. If Free Equity is only a modest amount, the Liquidation Level may be triggered, closing all open Contracts.
- The open Contracts are all rolled independently and not on a net basis, as clients are hereby reminded. This indicates that even though the net open position can be zero, retaining open offsetting open Contracts results in a net cost.
- As a result, clients are urged to keep an eye on total margin requirements even when partially hedged.



## Trading Platform

- Any trading platform carries operational risks, and if our Trading Platform is interrupted, you might not be able to exchange the Financial Instrument with us when you want to. Considering this, if one of our operational procedures, such as communications, computers, computer networks, software, or outside events, is delayed, you could suffer a loss. Except if it results from fraud or dishonesty on our part or the part of our employees, we accept and bear no responsibility whatsoever for the operation of the Trading Platform.
- We retain the right to halt the operation of our Trading Platform, or any element or section of it, in unexpected and extreme market circumstances. In such a situation, we reserve the right, following the Client Agreement, to close out your open positions and transactions at reasonable and fair rates.

## Appendix 4 – Conflicts of Interest

### Policy on Conflicts of Interest

The Company has summarized its policy below to identify and manage conflicts of interest concerning its obligations to its clients.

## SERVICES AND SCOPE

- This Policy covers all dealings with all Clients and applies to all Directors, employees, suppliers, outsources, contractors, or anyone directly or indirectly related to them by control.
- This Policy aims to guarantee that the Company's conflicts of Interest are recognized, controlled, and, as appropriate, reported to ensure that all Clients are treated fairly, to lessen the risk of Client Disadvantage, and to lessen the danger of Legal Liability.
- This Policy applies to all Investment and Ancillary services the Company provides.

## ASSESSMENT OF CONFLICTS OF INTEREST

- During the regular course of the Company's business and when dealing with clients, an employee, a director, an associate, or another related person may have a relationship, arrangement, or interest that is relevant to the Transaction in question or that is inimical to the interests of the Client. The following list includes situations that constitute or may constitute a conflict of interest entailing a material risk of harm to the interests of one or more Clients because of providing investment services, even though it is challenging to precisely identify or create an exhaustive list of all relevant conflicts of interest that may arise given the current nature, scale, and complexity of the Company's business activities:
  - The Company participates in the client's transactions and orders as a Principal, but it minimizes any potential conflicts of interest between the Company and the Client through its knowledge, staff, monitoring systems, and order execution arrangements. As soon as new conflicts of interest occur from time to time, the company will take corrective action and notify the client.
  - The Company may, at its discretion, combine an order from one client with another by acting on behalf of both clients.
  - In exchange for referring new clients or, if applicable, for the clients' trading, the Company may earn or pay inducements to or from third parties.
  - Ad hoc transactions may be conducted by the Company via related partners.

- The Company considers the following factors when determining whether a conflict of interest exists or might exist:
  - Is it conceivable that the Company or any connected parties will experience a financial gain or avert a loss at the Client's expense?
  - Has the Company, or anyone connected to it, an interest in the outcome of the service rendered to the Client that is distinct from that of the Client?
  - Is there a financial or another incentive for the Company or any connected parties to favour the interests of one client (or group of clients) over those of another?
  - Does the Company and/or any of its affiliates engage in the same line of work as the Client?
  - Does the Company and/or any of its affiliates receive anything from a third party other than the regular commission or charge for that service in the way of an enticement (such as gifts or services)?

## **CONFLICT OF INTEREST MANAGEMENT**

- Conflicts of interest are controlled and constantly watched if they are discovered. The Company's Senior Management is responsible for managing and overseeing any identified conflict of interest.
- Conflicts of interest are managed using the following policies and controls:
  - There is no connection between the compensation of opposing sides of a potential conflict-of-interest activity.
  - Sufficient procedures are in place to stop or regulate information sharing between departments and individuals involved in activities where a conflict of interest could occur.
  - Steps are taken to avoid improperly interfering with how a connected person performs investment or ancillary services.
  - When there is a potential conflict of interest, individual supervision should be used on those on the opposing sides.
  - Separating tasks that, if performed by the same person, could lead to conflicts of interest.
  - Existence of an internal policy governing the company's disclosure of proprietary or sensitive information.
  - The existence of an internal policy on gifts and inducements prohibits employees from accepting gifts and inducements from parties important to a transaction.
  - Existence of specific guidelines and restrictions for company employees' business dealings to prevent conflicts of interest
- The company continuously monitors business operations to ensure that internal controls are appropriate. Every year, the Compliance Department is committed to reviewing actual and prospective conflicts and how they are handled or lessened. The review evaluates trends and concerns originating from conflicts between the present regulation controlling the Company's Business activities and the Company's policies and advises the Board of Directors appropriately.
- To ensure that the proper systems and controls are upheld, the company also appoints internal auditors, who submit reports to the company's board of directors.

## **CONSENT OF CLIENT**

The Client agrees to all the terms of this Policy by entering a contractual relationship with the Company to provide Investment and/or Ancillary Services. Furthermore, despite any conflicts of interest or substantial interests in a Transaction, the Client agrees and grants permission to deal with the Company in any way the Company deems suitable without consulting the Client. The Client will be contacted if the Company cannot resolve a conflict-of-interest problem.



## COMMUNICATION OF INFORMATION

Any potential conflicts of interest shall be disclosed to a client (prospective client) before the company begins doing business with them. The decision to begin a commercial connection with the Company will be up to the potential Client.

## CONFLICTS OF INTEREST REPORTING

Our employees should generally be aware of potential conflicts of interest. Any employee who suspects a conflict of interest must immediately notify their direct supervisor to receive assistance in determining whether there is a material risk of harm. They must also send a Conflict-of-Interest Notification Form filled out in full, along with all the necessary information to allow regulatory scrutiny of the employee's corrective and preventative actions, their justification for taking them, any conditions they were given, whether there are any still-current conflicts, and how they are being handled.

## ASSURANCE AND OWNERSHIP

This Policy is periodically reviewed to account for changes to operations or procedures and ensure that it remains suitable for any changes in the law, technology, and business environment. Changes will be noted when the document is republished so that the staff knows the updates. The Compliance Officer oversees the ownership and upkeep of this Policy.

If any changes to the policy in the interim, they will either be edited within the body of the policy or, if significant, added to the guidance document's appendices following current procedures. Then, when the Policy is evaluated, these appendices will be combined into it as necessary. The document's body will then be edited to refer to the appropriate appendix to clarify the changes.

## INDEPENDENCE FOR CONFLICT-OF-INTEREST MANAGEMENT

There may be circumstances where it is necessary to manage conflicts of interest by asking our employees to uphold and adhere to a particular level of independence.

Our company has adopted the following measures to guarantee the necessary level of independence:

- Measures (such as establishing a "Chinese wall") to prevent or limit information sharing between relevant individuals engaged in activities that pose a conflict-of-interest risk.
- Individual supervision of relevant individuals whose primary responsibilities include acting on behalf of or providing services to our clients whose interests may conflict or who otherwise represent multiple interests that may conflict, including the Company. The Dealing Room, a department of our company that might have a conflict with our clients, is closely watched to ensure that any direct connections between the compensation of relevant people who are primarily engaged in one activity and the compensation of other relevant people who are primarily engaged in another activity, where a conflict of interest may arise, are eliminated.
- Employees of the Dealing Room are not compensated based on our client's performance; instead, safeguards are in place to prevent or curtail anyone from exerting improper influence on how a relevant person performs their duties.
- Measures to restrict or control the concurrent or sequential involvement of a relevant person in different services or activities, such as the receipt and delivery of client orders, may also be taken by the person who determines or influences an individual's bonus.



## **Appendix 5 - Best Execution Policy & Order Handling**

### **Scope of Policy**

This Policy describes our method for executing orders, from order initiation to execution, and the execution venue utilized by the Company. In addition, the Policy describes how the various criteria influence our approach to achieving the best possible outcome while executing client orders. The primary purpose of this Policy is to help clients understand how the Company executes client orders so they may make an informed decision about whether to employ the Company's services. This disclosure statement is included in our terms of service. By accepting the provisions of the applicable Client Agreement, the Client also consents to the terms of our Order Execution Policy and Order Handling (henceforth, the "Policy"), as outlined in this document.

### **Specific Instructions**

If a client provides specific instructions about order execution or transmission, the Company will execute the orders following those instructions. Clients must be aware that the supply of specific instructions may impede the Company's ability to implement its policy and achieve the best possible result for the execution or transmission of an order.

### **The purpose of the Policy**

This policy is meant to tell you about Connext LLC's order execution policy and how it works consistently to get you the best possible result when fulfilling client orders.

This document is essential to the Terms of Service and Conditions and Agreement of Connext LLC. By accepting the Agreement's provisions, you are also presumed to agree to the terms of the Execution Policy, as outlined in this policy.

We must be honest, fair, and professional when we talk to you and keep your best interests in mind. Connext LLC will take all reasonable steps to obtain the best possible outcome when executing Orders for financial instruments, considering its Execution Policy and any special instructions you provide. Nevertheless, the Execution Policy cannot ensure that the price at which Connext LLC authorizes you to send an Order will always be the best worldwide. Subject to any specific instructions you may provide, we will make every effort to achieve the best possible outcome for our clients, considering the Execution Factors indicated below.

### **Definitions**

- Execution Venue refers to a Regulated Market, an MTF, a Systematic Internalize, a market maker, other liquidity providers, or an entity that performs a function comparable to any preceding.
- A multilateral Trading Facility (MTF) is a multilateral system administered by an investment firm or market operator that brings together numerous third-party purchasing and selling interests in Financial Instruments – in the system and follows non-discretionary rules to produce a contract.
- Regulated Market refers to a multilateral system administered and/or managed by a market operator that brings together or enables the bringing together of numerous third-party purchasing and selling interests in Financial Instruments in compliance with the system's non- discretionary rules.
- Financial Instruments admitted to trading following its rules and/or systems, which are authorised and routinely operational.
- Systematic Internaliser is an investment firm that executes customer orders outside of a regulated market or MTF on a regular, frequent, and systematic basis for its own account.

- Elements of Execution and Order Types the Company's trading platform is MetaTrader 5 (MT5), which are offered by "MetaQuotes."
- Market execution indicates that the order is executed based on the Market's depth. There are requotes with Market Execution, and orders are completed at the best market price.
- Slippage is the gap between the desired and current market rates, which might be favorable or unfavorable to the Client. The discrepancy may occur if the desired rate is no longer accessible due to the Market's quick movement. The Company does not intervene manually in any form.
- A market order is an order to execute a trade at the best available price. A market order may experience slippage.
- A pending order is a request to purchase or sell a financial item at a predetermined price. The pending order is executed at the next best available rate when the Market reaches the predetermined rate.
  - A buy limit order necessitates that the pre-defined rate is lower than the current market rate, whereas a sell limit order necessitates that the pre-defined rate is greater than the current market rate.
  - A buy-stop order requires the pre-defined rate to be greater than the current market rate, while a sell-stop order demands the opposite.
- Stop loss is usually the request to close an open position when the market moves in the opposite direction of the Open Position. Once the Market reaches the predetermined stop loss rate, the market order is executed at the next best available price.
- Take Profit is usually a request to close an open position when the market moves in the trader's favour. Once the Market reaches the predetermined take-profit rate, the market order is executed at the next best available rate.
- Stop-out happens when the margin level (per cent) for all accounts falls to or below 100% unless agreed differently between the Parties of the Agreement. The system will then begin closing some or all open market orders, beginning with the least profitable.
- Price gap shall be defined as follows:
  - The first Bid of the current trading session is more than the last Ask of the previous trading session or
  - The first Ask of the current trading session is less than the last Bid of the previous trading session.
- Requote occurs when the price requested by a client for the execution of an order is not available, and the Company requotes the current available price to the Client for proceeding with the execution of an order. The Organization does not requote orders.
- Negative balance protection is given for all the Company's retail accounts. If the Retail Client's account balance becomes negative after all open positions have been closed, the Company will cover the negative balance and will not collect payment from clients. The Negative balance protection does not apply to any other category of clients, such as Professional clients.



## Execution Factors

Price; costs; speed; the possibility of execution and settlement; size; nature, and any other consideration pertinent to the execution of the order shall be regarded as Execution Factors.

For Retail clients, the optimal result will be based on the total consideration payable (minus our fees), which represents the price of the financial instrument and execution costs. If you are not a Retail Client, we may consider that other Execution Factors, other than pricing, are more relevant for achieving the best possible execution outcome.

Our fees may be applied as a markup or a markdown (the difference between the price we take a principal position and the transaction execution price with you). Alternatively, we may agree to charge a commission, markup, markdown, or a mix thereof. Our fees are not factored into the determination of the best execution pricing.

### Price

The price used to fulfil an order from the market. Multiple liquidity providers supply pricing feeds to the Company. Price discovery is crucial, particularly during atypical market conditions and periods of excessive volatility. We assure the availability of various price feeds to give our clients the best bid and ask prices. Our "Spread" is the difference between our Bid and Ask prices. Our Spreads will help the delivery of competitive Ask and Bid pricing.

### Costs

In addition to Connext LLC's Spread, the Client may incur additional fees if the order is executed in a particular manner. The Overnight Rollovers (Swaps) and Swaps are part of the initial fulfilment of an order, if available. When market orders are held overnight, overnight rollovers (swaps) are assessed. Financing Fees for all types of instruments offered by the Company are not included in the price quoted. Only on weekdays does the Company collect a fee, which is tripled on Wednesdays. Commissions are also applied to specific CFD instruments that can be seen on our website. Spreads are also a cost that traders must bear. The Company's spreads are dynamic and influenced mainly by the volatility of the financial instrument's underlying market. These are checked in real-time and compared to the prices of other independent pricing suppliers for any significant deviations.

### Size and Nature

The way Connext LLC executes a particular order (such as one greater than the typical market size) may vary from how it executes a standard transaction. The company endeavors to fulfil and execute all orders placed by clients, regardless of their size, while reserving the right to reject any request as outlined in its Client's Agreement/Terms and Conditions. Nonetheless, the Company may complete large orders at the most excellent possible pricing for that order size instead of the client's preferred price.

### Speed of Execution

Speed of execution is crucial and can be especially significant in volatile markets. This can be especially crucial in markets that change rapidly. To reduce Latency, we maintain high-speed connections over several servers, and our execution is fully automated to ensure seamless order execution. The Latency has a detrimental impact on execution speed. It is the time required for the Company's trading servers to respond to a client's request. As a result, the Company regularly checks its Latency and investigates unacceptable delays. In addition, the speed can be affected by the volatility of the underlying financial instrument, the availability of trade sizes at the desired price, the response of the Liquidity Provider (if applicable), and the underlying market conditions at the time (crisis, extreme volatility). The Company aims to attain the quickest possible execution speed within the given conditions. Note that the CLIENT is solely responsible for any delays in "transmitting the order to the Company" resulting from internet connectivity issues, hardware malfunction, wireless disconnections, or a lack of signals.



## **Likelihood of execution and settlement**

The possibility of execution is crucial, as the price of execution is contingent on the Company's capacity to execute the order. Connex LLC may be unable to execute the order at the best available price, or the transaction may fail to complete, as detailed below. Although the Company strives to fulfil all client orders, it maintains the right to decline or fulfil the order at the first available market price. The company endeavors to fulfil all client orders but maintain the right to deny, partially fill, or execute orders at the earliest available market price without justifying the client. Upon successful execution of a client's order, the Company immediately processes the settlement of the client's orders.

### **Market impact**

The potential market impact of executing a client's order or displaying it to other market participants.

All prices received from liquidity sources are subjected to automated assessments to determine their acceptability considering current market conditions (i.e., under regular non-hectic price movements). If the price falls outside of predetermined parameters setting a high threshold, these quotes are filtered to prevent incorrect pricing from being passed to clients; once this anomaly is investigated further to a trigger/alert compared to underlying market conditions, the price is passed to clients (if it is deemed correct) or filtered out if it is determined to be incorrect due to a technical error.

The fact that the organization aggregates incoming prices from multiple liquidity providers considerably reduces the likelihood that clients will receive inaccurate quotes, ensuring optimal execution.

Additionally, the company has real-time systems as part of its BEST EXECUTION capabilities to monitor live price streaming between the quotes received by the company's clients and other independent quotes streamed by other liquidity providers. Whenever there is a significant variation, an alarm is raised, and the relevant quote/price of the relevant financial instrument is further reviewed to determine if it impacted clients so that the appropriate rectifications can be implemented.

### **Execution Criteria**

The Execution Criteria to be examined are:

- i. The client's attributes, such as their retail or professional categorization.
- ii. The specifics of the client's order, including price and quantity.
- iii. The ConnexFX instrument being traded and the underlying market's liquidity (e.g., for Trades outside the average trading size)
- iv. Speed and probability of execution

### **Execution Venues**

Subject to any specific instructions you may provide, we may transmit an order to a third-party broker or dealer for execution at one and/or more Execution Venues. In doing so, we must look out for our best interests and consider the things and criteria discussed in the last section.

The Company acts as a principal rather than an agent on behalf of the client. Client orders are not executed on a Trading Venue (Regulated Market, Multilateral Trading Facility, or Organised Trading Facility); instead, they are executed by the Company as the single major execution venue for all Client Orders, as stated above. The Company does not outsource its execution responsibilities to any other execution venue and retains the obligation to provide its clients with the best execution.



## **Our Prices and Where They Come From**

Each CFD we offer is quoted with a two-way price. This two-way price consists of a Bid and an Ask.

Our "Spread" is the difference between our Bid and Ask prices. The Spread comprises our expenditures for providing you with services. We guarantee that our Spreads provide you with competitive Bid and Ask prices. Our Spreads are varied, and we publish our average on our website.

Throughout the day, a variable Spread will fluctuate based on market volatility and available liquidity. They are the best bid-ask prices we can receive from our liquidity providers, the underlying regulated markets, or other data feeds.

We reserve the right to modify Spreads to reflect actual or prospective periods of higher market volatility in the prices of underlying financial instruments and/or other market volatility induced by political or economic events. If we want to change the spreads, we will inform you in at least three business days. The only exception is if to protect our interests, we must act quickly to reflect sudden, unexpectedly high market or instrument volatility.

Our CFDs prices are generated from the prevailing ("published") market prices of the underlying financial instruments in the relevant markets where those instruments may be traded or from other applicable third-party data vendor sources. We make every effort to obtain the lowest possible costs for our clients.

In the case of Foreign Exchange, when there is no established or controlled market from which to acquire prices, we ensure that we obtain price feeds from global investment banks and/or other key price feed sources.

Multiple reliable liquidity or price feed sources provide Connex LLC with price feeds. It is essential to have many liquidity providers so that clients can get competitive prices, especially when the market is very volatile, or there are other unusual market conditions.

If applicable, we shall avoid structuring or charging our commissions in a manner that unfairly discriminates amongst Execution Venues.

Annually, we examine our selection of data suppliers to determine their eligibility for this Policy.

As a result of these factors, our stated prices will be close to, but not identical to, the underlying market Bid and Ask values. The Company will not provide pricing outside of its posted business hours.

## **Order Handling**

Trading and order execution are available during the hours specified on our trading platforms ("Trading Hours") and website.

Clients may place trades and orders during Trading Hours on our trading platforms. Please note that the Company can only execute orders within the Trading Hours mentioned on the trading platforms for each CFD.

All active orders (whether stop-loss or take-profit (limit) orders against open positions) are executed based on our quoted published price. A Sell order will be generated if our Bid price meets the given order price. A Buy order will be activated if our Ask price meets or surpasses the set order price.

## **Detailed Client Instructions**

When you provide precise directions for the execution of an order, we shall follow those instructions. Where your precise instructions pertain to only a portion of the order, we shall continue to apply our order execution policy to the other components.



You should be aware that giving us explicit instructions regarding the execution of an order may prevent us from following the processes outlined in our order execution policy to achieve the best possible outcome for the elements covered by those instructions.

### **Slippage**

Notably, we cannot guarantee the execution price of orders, i.e., these prices are non-guaranteed (unless otherwise explicitly stated). We make every effort to execute orders at or near the provided pricing. Due to price fluctuations in the underlying Financial Instruments, our prices may fluctuate rapidly and irregularly. This is referred to as gapping. It can occur during times of low liquidity and excessive volatility (for example, after a profit warning by a corporation whose shares you may be invested in via the CFD or immediately after the release of economic data).

You should be aware of the following risks associated with turbulent markets, particularly at or near the opening or closing of a typical trading session:

- Execution of your order at a price materially different from the quoted Bid or Ask price or the last reported price at the time of your order placement, as well as partial executions or execution of big orders in many trenches/transactions at different values.
- Opening prices may be significantly different from the previous day's close.
- Exchanges, data suppliers, and Connext LLC are subject to system capacity restrictions.

### **Negative Balance Protection**

We offer Negative Balance Protection to every retail client. This means a client can never lose more than the amount initially committed. In the case of a sudden movement and/or gap in the price of the derivative (CFD) on which you have open positions, your Margin Level could fall below 100% without the system having the ability to liquidate your position at that level. Your position will be sold at the next available price, leaving your account with a negative balance. The negative balance will be refunded to your Account in this instance.

### **Off-market price/spike**

In the event of an off-market price entering our system due to a technical issue or misquotation, should you open any position at such price, the Company reserves the right to cancel your position by closing it at the current price offered on the relevant trading platform and reversing any Profit or Loss generated from this action. Suppose your already opened position is closed at an off-market price, either by you or by automatic Stop Loss or Take Profit orders, or your position is liquidated because of the off-market price. In that case, the Company will reverse any Profit or Loss and reinstate your position at its initial opening price.

### **Abusive trading**

Because streaming delivery is so automated, trading prices, wrong price quotes, and technical problems can happen from time to time.

If you execute trading strategies with the intent (in the Company's reasonable judgement) of exploiting such misquotations or technical difficulties or acting in bad faith, Connext LLC will consider such conduct to be abusive.

If Connext LLC determines, in its sole discretion and good faith, that you are taking advantage of, profiting from, seeking to benefit from, or benefiting from such misquotation or technical difficulties, or engaging in any other inappropriate or abusive trading practices, such as:

- Fraud/illegal acts.
- Orders made based on prices that have changed because of mistakes or breakdowns in the online trading facility
- Scalping means trading quickly by placing and cancelling orders or entering positions for short periods, usually less than five minutes.
- Arbitrage trading based on the prices provided by our platforms due to system failures and/or delays.
- Transactions coordinated by connected parties to capitalize on system failures and delays in system updates.
- Entering transactions or combinations of transactions (voluntarily and/or involuntarily), such as holding long and short positions in the same or similar instruments at similar times, either by you or by you acting in concert with others, including (but not limited to) between accounts held with different entities, to manipulate the trading platform for financial gain; or
- Abuse of Negative Balance protection by entering hedged transactions between two accounts held by you or other clients of ours or any other broker by utilizing your leverage fully and engaging in risk-free trading.
- If an account is found to be abusing the swap free status, whether intentionally or due to the client's trading style, we may terminate swap free conditions on that account and charge all accrued swaps from the time the account was converted to swap-free and convert the account into non-swap-free.
- Engaging in High-Frequency Trading and/or any other trading activity, whether manual or automated, that exploits execution speed, latency, order frequency, or technological advantages as the primary source of profit, including but not limited to rapid order placement or cancellation, ultra-short holding periods, excessive messaging, or any conduct that exposes the Company or its liquidity providers to unhedgeable or disproportionate risk.
- Engaging in News-Related Exploitation and/or any trading activity intended to take advantage of abnormal market conditions arising during or immediately before economic announcements, market openings, extraordinary events, or periods of extreme volatility, including but not limited to exploiting illiquidity, price freezes, widened spreads, execution delays, latency, or other disruptions inconsistent with orderly market conduct.

The Company reserves the right to close any open positions subject to such abusive behavior as described above or to cancel any Profit or Losses booked because of you using the abusive strategies described above.

The Company reserves the right, based on the circumstances and severity of the abusive act and Platform Abuse Escalation Policy, to take any extra steps it considers necessary, such as:

- Restrict your access to only particular financial instruments; and/or
- Restrict leverage in particular financial instruments and/or the trading account; and/or
- Change the Spreads offered to you; and/or
- Cancel the Agreement immediately.



## **Monitoring**

The Company analyzes the application and efficacy of its Execution Policy concerning the procedures followed and all elements that may impact its Best Execution. We will monitor the efficacy of our order execution arrangements and our Order Execution Policy to detect and, as necessary, rectify any inadequacies. The Company maintains the right to address any deficiencies and implement enhancements. The Company will review and assess its Policy yearly and whenever a notable change is relevant. If the Policy is modified, the Company shall notify all Clients promptly.

## **Review**

We will determine if the execution venues outlined in this Order Execution Policy provide the best possible outcome for our clients or if we need to modify our execution arrangements. We will review our order execution arrangements and our Order Execution Policy at least annually or whenever a significant change affects our ability to consistently obtain the optimal result for the execution of orders using the venues covered by this Policy.