

# TERMS & CONDITIONS

This agreement is between the client and ExonMarkets Ltd., the owners of the ExonMarkets trading platform.

This agreement supersedes any other agreement, and in the event of any interpretation issues with respect to any other sources, this agreement shall prevail. Any perceived contradictions should be relayed immediately to ExonMarkets for clarification. Any differences that may be perceived between the English literature and any of the other operational languages, the English version will default as the correct interpretation.

Order by which items appear have no relation to their importance.

## A) GENERAL UNDERSTANDING

### BASELINE DEFINITIONS USED IN THIS LEGAL DOCUMENT

**Client:** The “Client” is defined as any counterparty to ExonMarkets, including but not limited to subscribers and users of the ExonMarkets platform. This may refer to an individual or an institution.

**Base Currency:** The base currency refers to the currency in which all the transactions are made from or to EXONMARKETS. The base currency in this document is United States Dollar, commonly abbreviated as USD or represented as \$.

**Business Day:** Business day refers to any day where the banking system is open.

**Products:** Products refer to all the products offered by ExonMarkets, including but not limited to, the platform and over the telephone.

**Guarantee Enhancer:** Guarantee Enhancer refers to any guarantees provided over and above the funds in a client's account registered with ExonMarkets.

**Trading Platform:** Trading Platform refers to the electronic software provided to clients by ExonMarkets for the purpose of executing financial transactions for Forex trading.

**Trade:** Trade refers to an execution of an order through the ExonMarkets trading platform, or via the telephone.

**OTC:** OTC is abbreviation for Over-The-Counter. OTC refers to the transactions executed by ExonMarkets. All our transactions are over the counter. We do not transact on exchanges.

**ExonMarkets Trading Desk:** ExonMarkets Trading desk refers to the trading desk operated by us at our premises.

**Age restrictions:** trading service provided only to clients from 18 years old and above.

**ExonMarkets Online Trading System:** ExonMarkets Online Trading System refers to the web-based trading system available at the following URL: [www.ExonMarkets.com](http://www.ExonMarkets.com).

**Network:** Network refers to all kinds of equipment involved in the execution of transactions: including but not limited to. hardware, software and the Internet capabilities of both parties.

**Completed Trade:** Completed Trade is associated with any transaction where a confirmation is communicated to a client. Confirmation may take many forms, including, but not limited to, the posting of a transaction on the client's trading blotter.

## **B) OVERVIEW OF TERMS AND CONDITIONS**

### **COMMUNICATING WITH ExonMarkets**

The client can contact ExonMarkets via phone, email, mail or fax. Please note that the preferred language of communication is English, however, you are free to send messages in Arabic, French, Italian, or German. ExonMarkets prides itself in replying promptly to our client's queries. ExonMarkets may utilize the services of a translator for addressing inquiries made in languages other than the ones mentioned above. In event that a translator's services are utilized, there may be a delay in the promptness of our response.

### **LEGAL RELATIONSHIP**

ExonMarkets is the counterparty in all transactions. This is a consequence of the nature of the products that ExonMarkets offers.

### **INITIATION OF AGREEMENT**

The clauses of this agreement become effective when a client creates any kind of account (including a demo account) with ExonMarkets.

### **BUSINESS AND REGULATORY ENVIRONMENT**

ExonMarkets Ltd., and therefore by extension, ExonMarkets, comply with generally accepted rules and regulations, as well as generally accepted accounting norms. As is the case with multinational entities, ExonMarkets Ltd. will adhere to the applicable laws of the jurisdiction in which it operates. ExonMarkets can and will pursue matters in any recognized jurisdiction.

### **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in all respects in accordance with the laws. The Parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the Parties fail to agree on the terms of settlement, the Parties will submit the dispute exclusively to confidential arbitration proceedings by a sole arbitrator under the ICC rules in London whose decision shall be final and binding.

## **POLICY ABOUT REGULATORY INQUIRY**

ExonMarkets will observe total compliance when a government or a regulatory body approaches for more details about a specific account or a specific transaction. ExonMarkets discloses information to regulatory agencies and government agencies only. We do not disclose any kind of information about the accounts we manage or about specific transactions to private third parties.

## **COSTS ASSOCIATED WITH ACCOUNTS REGISTERED WITH ExonMarkets**

With the exception of ECN related activity, the costs attributed to our clients or in other words, our revenue, is incorporated in the spread of the instrument that the client trades. If for any reason, the client's activity triggers additional costs, ExonMarkets passes those costs onto the client. There are no additional costs associated with the accounts of our client (except for the wire transfer fee) under normal trading behaviour and usual market conditions.

## **CLIENT REIMBURSEMENTS**

ExonMarkets adopts a high priority policy in reimbursing its clients whenever a valid amount of money is requested. Any balance not required for margin purposes will be furnished to the client as expediently as possible. Credit card deposits will be returned in the similar manner. Wire transfers are also available for reimbursement; however, it will incur a USD 40 bank-handling fee in addition to any charges assessed by your bank.

## **C) LONGEVITY OF AGREEMENT**

By reading this, the client agrees that this agreement will be in effect until the he or she terminates the agreement by placing a written request to ExonMarkets, or if ExonMarkets notifies the client about the termination of the agreement, regardless of the reason. It is recommended that if the client wishes to cancel agreement, he notify ExonMarkets by registered mail. Termination of contract does not release either party of any liabilities that it has accumulated during the contract period. ExonMarkets reserves the right to make any modifications or changes as necessary to this agreement, with or without notifying the client. It is recommended that the client check the validity of this agreement from time to time.

## **D) ADVISORY ROLE OF ExonMarkets Team**

### **CLIENT SUITABILITY**

ExonMarkets assumes that its clients are at least 18+ years of age. It is assumed that the Client is independent and expected to make rational decisions about his monetary investments. EXONMARKETS openly acknowledges that Forex trading has risks involved. Therefore, it is presumed that any particular client transacts in a manner that is suitable to his risk tolerance. ExonMarkets

Trader bears no responsibility for any losses suffered by the client due to Forex trading, regardless of the reason.

## **OPINIONS AND RESEARCH**

The ExonMarkets team invests lots of time and money to provide the most accurate analysis for our clients. However, ExonMarkets will not be held accountable for any financial loss that may occur due to miscommunication or misinterpretation about an opinion delivered by ExonMarkets staff member when a client requests an opinion. It is the responsibility of the client to assess the opinion and make a rational investing decision on his own.

### **Data Collection Know your Clients “KYC”**

When you register for either a demo or a live account with ExonMarkets, it is necessary that we collect some personal data from you for business purposes. By understanding your financial needs, we can treat you fairly as a client, and can provide you with the most suitable products and services, give you the appropriate information on investment strategies, process your requests and transactions, and offer you both sales and post-sales services.

#### **We request the following Personal Data from you:**

- Personal and financial information needed during online registration applications/forms
- Documents needed as proof of your identity and residency such as an International Passport, National ID, utility bills or bank statements

*Please note that if and when you choose to end your working relationship with ExonMarkets, we must keep your personal data on record for an additional five years.*

### **Use of Personal Data**

The following list illustrates the reasons why ExonMarkets may need to use your personal data:

- To verify your identity
- To ensure that you meet the suitability requirements needed to use our products and services
- To manage your account
- To process your transactions
- To send you information about transaction/post-transaction services
- To keep you updated with news on our products, services and any other information relevant to your working relationship with ExonMarkets
- For website improvement purposes

- For the analysis of statistical data which will help us provide you with better products and services in the future

ExonMarkets Ltd is a company incorporated in Republic of Vanuatu, located at Rue De Paris, Port Vila, Vanuatu.