

Exo Capitals

Terms & Condition

1. INTRODUCTION – DEFINITIONS – INTERPRETATION OF TERMS

Exo Capitals Ltd is a financial services company authorized and regulated by the Financial Services Authority (FSA) with license number EXO/2023/123. Trading in financial instruments carries a high level of risk to your capital with the possibility of losing more than your initial investment. These products may not be suitable for everyone and you should seek advice from an independent financial advisor if you have any doubts. Exo Capitals Ltd is also registered with financial regulatory authorities in multiple jurisdictions including the Financial Conduct Authority (FCA) in the UK, the Australian Securities and Investments Commission (ASIC), and the Securities Commission of The Bahamas (SCB). The information on this website is not directed at residents of countries where its distribution, or use by any person, would be contrary to local law or regulation.

1.2

This Client Services Agreement contains the terms of business relevant to your trading activities with Exo Capitals Ltd and is an agreement between you (referred to as “you” or the “Client”) and Exo Capitals Ltd (the “Company”, “us”, “we”, “our”, “ours” or “ourselves” as appropriate).

1.3

This Agreement together with the following documents as well as any other Appendices added thereto (all together the “Agreement”) set out the terms upon which we will offer our Services to you, the rights and obligations of both Parties and govern the relationship and trading activity between us and you. By completing and signing the Application Form or by ticking the relevant “

I agree” box online you acknowledge that you have read, understood and agree to be legally bound by the Agreement :

- 1.The Risk Disclose Statement
- 2.Our Best Execution Policy
- 3.Your completed Application Form
- 4.Any other specific terms and conditions or legal documents relating to the Company, which will be displayed on the Website.
- 5.Any relevant software license; and
- 6.Any additional terms and conditions issued by us, including those relating to Trading Accounts and/or other terms issued in respect of transactions contemplated by this Agreement.

1.4

Documentation between us and you is in English and our Website is in English. Where the Agreement or any supplementary documentation, or our Website has been translated into a language other than English, you expressly agree that the English language version shall prevail in the event of any conflict. For your own benefit and protection, the Agreement should be read carefully and understood by you.

1.5

This Agreement may be revised from time to time in Accordance with clause 24 (AMENDMENTS), upon notice to you in writing, which may include displaying such revisions on our Website.

1.6

We reserve the right to modify, suspend or discontinue (temporarily or permanently) all or any of our Services, though if we do so we will endeavor to give you reasonable notice where it is practical to do so.

1.7

This may include instruments, margin requirements and price spreads. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of our Services.

1.8

The copyrights, trademarks, database and other property or rights in any information distributed to or received by the Client (including, but not limited to, our prices), together with the content of our Website, brochures and other material connected with the company's dealing service and in any database that contains or constitutes such information, will remain the sole and exclusive property of the Company or any third party identified as the owner of such rights.

1.9

The Agreement will commence on the date on which you receive notice from the Company that your Trading Account has been activated and will continue unless or until terminated by either party in accordance with clause 25.

1.10

This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions. You have no right to cancel the Agreement on the basis that it is a “distance contract”.

1.11

In this Agreement (hereinafter the "Agreement") the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

1.11.1

"Account" shall mean a transaction account of the Client at Exo Capitals Ltd

1.11.2

"Account Statement" shall mean a periodic statement of the transactions credited or debited to an Account

1.11.3

"Account Summary" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

1.11.4

"Agent" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;

1.11.5

Authorized Person" shall mean a person authorised by the Client to give instructions to Exo Capitals Ltd;

1.11.6

"Best Execution Policy" shall mean Exo Capitals Ltd's prevailing policy available at the Website of the broker and the Trading Platform regarding best execution when executing client orders;

1.11.7

"Business Day" shall mean any day on which we are open for business;

1.11.8

1.11.8 "CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

1.11.9

"Client" shall mean the individual person, legal entity or firm being a customer of Exo Capitals Ltd

1.11.10

1.11.10 "Client Classification" shall mean Exo Capitals Ltd 's overall, product-, or transaction specific classification of Clients;

1.11.11

"Commercial use" shall mean any use of the Trading Platform by Clients which legal entities or firms are;

1.11.12

"Commissions, Charges & Margin Schedule" shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by Exo Capitals Ltd on a current basis. The Commissions, Charges & Margin Schedule is available on Exo Capitals Ltd's website and may be supplied to the Client on demand;

1.11.13

"Conflict of Interest Policy" shall mean Exo Capitals Ltd's prevailing policy regarding conflicts of interest which is available at the Website

1.11.14

1.11.14 “Contract” shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by Exo Capitals Ltd with the Client.

1.11.15

“Contract Option” shall mean a contract between Exo Capitals Ltd and a Client the terms of which correspond in all respects to the terms of an option, which is quoted, listed or ordinarily purchased or sold on and cleared through a regulated market place or another market.

1.11.16

"Counterparties" shall mean banks and/or brokers through whom Exo Capitals Ltd may cover its Contracts with Clients or with whom Exo Capitals Ltd otherwise deals in relation to Clients' transactions.

1.11.17

"Durable Medium" means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

1.11.18

"Events of Default" shall have the meaning given to this term in Clause 20.

1.11.19

"FIFO" is an abbreviation of "First in – First Out" and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, Exo Capitals Ltd will as a point of departure close the older Contract first.

1.11.20

"Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public.

1.11.21

1.11.21 "Introducing Broker" shall mean a financial institution or advisor which is remunerated by Exo Capitals Ltd and/or clients for referral of clients to Exo Capitals Ltd and/or for provision of advice to such

Clients and/or execution of such Clients' transactions towards Exo Capitals Ltd.

1.11.22

"Margin Trade" shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price.

1.11.23

"Market Maker" shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients. Should Exo Capitals Ltd be a Market Maker it would in relation to a transaction be the Client's immediate counterpart.

1.11.24

"Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.

1.11.25

"Net Free Equity" is a basis of calculation of interest which is calculated in accordance with the definition specified in Exo Capitals Ltd's Commissions, Charges & Margin Schedule.

1.11.26

"OTC" shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter".

1.11.27

"Private use" shall mean any use of the Trading Platform by Clients that are physical persons.

1.11.28

"Principal" shall mean the individual person or the legal entity which is a party to a

transaction; "Exo Capitals Ltd" shall mean Exo Capitals Ltd and with the address of The Catalyst, Level 2, Suite 201, Plot 40, Silicon Avenue, Ebene, Mauritius or any branch hereof.

1.11.29

"Security" shall mean any securities or other assets deposited with Exo Capitals Ltd by the Client;

1.11.30

"Services" shall mean the services to be provided by Exo Capitals Ltd subject to the Agreement

1.11.31

"Settlement/Trade Confirmation" shall mean a notification from Exo Capitals Ltd to the Client confirming the Client's entry into a Contract

1.11.32

"Trading Platform" shall mean any online trading platform made available by Benor Capital Ltd under the Agreement.

1.11.33

“Transaction” shall mean any contract or transaction entered into or executed by the Client or on behalf of you arising under this Agreement

1.11.34

“Wallet” is a central account from which traders can transfer funds into all of their other trading accounts. It was developed to eliminate the need to constantly deposit funds into a trading account, which is itself at risk from open positions.

1.12

If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

1.13

In this Agreement any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.

1.14

Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.

1.15

In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or reenactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or reenactment).

2. RISK MANAGEMENT

2.1

In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or reenactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or reenactment).

2.1.1

highly speculative.

2.1.2

may involve an extreme degree of risk; and

2.1.3

Is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

2.2

The Client acknowledges, recognizes and understands that:

2.2.1

because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit.

2.2.2

when the Client directs Exo Capitals Ltd to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk.

2.2.3

When opening an Account with us you consent to your orders being executed in accordance with the Policy in force, from time to time. You consent that Exo Capitals

Ltd reserves the right to immediately terminate your access to the trading platform(s) or Account(s) or refuse or cancel any order, in the event you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage and/or contrary to good faith; under such circumstances, Exo Capitals Ltd may, at its discretion, close any of your Account(s) and recover any losses incurred from such practices.

2.2.4

the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments.

2.2.5

the Client agrees not to hold Exo Capitals Ltd responsible for losses incurred as a consequence of Exo Capitals Ltd carrying the Client's account and following its

recommendations or suggestions or those of its employees, associates or representatives, unless Exo Capitals Ltd has exercised gross negligence in connection herewith.

2.2.6

the Client is aware of the fact that unless it is otherwise specifically agreed, Exo Capitals Ltd shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, Exo Capitals Ltd cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;