

TexHawks Ltd (MU)

Terms and Conditions

VERSION: J U N E 2024

TexHawks Ltd (MU) is a registered Global Business Company (Company No. 170969) and is authorised and regulated by the Financial Services Commission (FSC) of Mauritius as an Investment Dealer (Full Service Dealer, excluding Underwriting) (License number GB19024896).

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TexHawks Ltd (MU) ("TexHawks", "we", "our", "us") is as of the 20th of February 2020 registered under Global Business Company Category and holds license number GB19024896 as an Investment Dealer (Full Service Dealer, excluding Underwriting) from the Financial Services Commission, Mauritius.

By opening an Account and/or undertaking any transaction with TexHawks Ltd (MU), you hereby agree to be bound by the following Terms and Conditions (as amended from time to time). The following Terms and Conditions shall supplement any agreement between the parties, including the terms of your Account Application, and replace any previously issued Terms and Conditions, and shall apply to any existing arrangements currently operating between the parties.

1. Purpose

These Terms & Conditions will govern all Financial Product transactions entered between us and you. You are hereby notified that TexHawks will enter into the transactions for the Financial Products as principal.

2. Definitions and Interpretations

In these Terms and Conditions unless a different intention is expressed, the following terms (as subsequently modified by amended legislation or regulation) shall mean:

"Account Application" means an application to open an Account in the form required by TexHawks from time to time.

"Account" means your account with TexHawks, which is established in accordance with the terms and conditions of this Terms & Conditions.

"FSC" means a Financial Services Commission of Mauritius.

"Authorised Person" means a person authorised to bind you in accordance with clause 13 of these Terms & Conditions.

"Business Day" means a day on which trading banks in Mauritius are open for business, except Saturday or Sunday.

"CFD" is a Contract for Difference which is an over-the-counter derivative product comprising an agreement under which one party is entitled to be paid an amount of money (profit), or has to pay an amount of money (loss), resulting from movements in the price or value of an Underlying Asset (without actually owning that Underlying Asset).

"Cleared Funds" means the amount of funds that have been deposited or credited to your Account, for the purposes maintaining open Positions, or for any other purpose.

"Closing Date" means in relation to a CFD, or Margin FX Contract the date on which you accept the Closing Price of instrument, or on which a Closing Date is deemed to have occurred in accordance with these Terms & Conditions.

"Closing Notice" means in relation to a CFD, or Margin FX Contract, the notice given by one party to the other to close any CFD, Margin FX Contract in accordance with these Terms & Conditions.

"Closing Price" means in relation to a CFD, or Margin FX Contract, the price as determined by TexHawks at the time TexHawks receives the Closing Notice.

"Closing Value" relates to a CFD, or Margin FX Contract, where the Closing Price is multiplied by the Contract Quantity.

“Contract” means any contract whether verbal or written, for a Financial Product transaction, entered by you.

“Common Reporting Standard (“CRS”) means the global reporting standard for the automatic exchange of information(AEOI).

“Corporate Action” means the occurrence of any of the following in relation to the issuer of any relevant Underlying Instrument:

- a) any rights, scrip, bonus, capitalization or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity;
- b) any acquisition or cancellation of own shares/equities by the issuer;
- c) any reduction, subdivision, consolidation or reclassification of share/equity capital;
- d) any distribution of cash or shares, including any payment of dividend;
- e) a take-over or merger offer;
- f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or
- g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Instrument.

“Disputed Transaction” means a dispute arising between TexHawks and you relating to any transaction governed by these Terms & Conditions.

“Dispute Resolution” means TexHawks Internal Dispute Resolution.

“Disclosure Statement (DS)” means TexHawks Disclosure Statement.

“Equity” means the cash balance of your Account including (after) any running losses and/or profits on open Positions. The account equity is an indication of the performance of a trading account as it considers your account balance and how each individual Position is performing.

“Financial Product” means over the counter CFDs and Margin Foreign Exchange Contracts.

“The Foreign Account Tax Compliance Act (“FATCA”) means section 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations and includes: any treaty, law or regulation of any other jurisdiction relating to an intergovernmental agreement between the US and any other jurisdiction, which facilitates the implementation of relevant laws or regulations; and any agreement pursuant to the implementation of any relevant treaty, law or regulation with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“Future or Forward” means the price that a CFD is quoted at based on a future date. The quoted price of a Future or Forward contract considers financing costs and (if applicable) dividends.

“Hedging” is a strategy engaged by TexHawks to manage exposure to Position(s) which involves the entering of its own positions with a Liquidity Provider(s).

“Initial Margin” means an amount required to be deposited by you with TexHawks to open a Position.

“Instrument” means the CFD or Margin FX contract that is provided by TexHawks. An Instrument is referred as a symbol on the Trading Platform.

“Liquidity” means the amount (by volume) of buy or sell orders at bid and ask prices.

“Liquidity Provider(s)” means an external counterparty (company, bank or financial institution) that provides a buy

and sell price in a financial instrument, security, or asset, and can accept trades and orders for the purposes of risk management. This may also be referred to as a Hedging counterparty.

“Manifest Error” means a manifest or obvious misquote by TexHawks, or any Liquidity Provider or exchange information source or official on whom we reasonably rely, having regard to the current market conditions at the time an order is placed. When determining whether a condition amounts to a Manifest Error, TexHawks will consider all information in its control including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. When deciding as to whether or not a situation amounts to a Manifest Error, TexHawks will act fairly towards you. However, the fact that you may have entered into, or refrained from entering into, a contract or transaction in reliance on an order placed with us shall not be considered by us in determining whether there has been a Manifest Error.

“Market Maker” means that TexHawks acts as counterparty with respect to your trading activity. TexHawks set the prices (bid and ask quotes) that are provided to you and may assume the risk arising from your trading activity.

“Market Order” means an order to enter a Position or to close out a Position, at the first price available and as determined by the Instrument price, market liquidity, and other factors that may impact on execution times.

“Margin” means Initial Margin or Variation Margin or both.

“Margin FX” means margin foreign exchange.

“Net Free Equity” means the amount of money you would have left in your account should all of your open Positions be closed out at the current market price, considering any Swap Charge or Swap Credit, fees or transaction charges. Net Free Equity may be positive or negative.

“Operating Rules” shall mean the rules, regulations, customs, and practices from time to time of any exchange, clearinghouse, or other organization or market involved in the execution or settlement of any Financial Product transaction or contract.

“Price Latency Arbitrage” means the practice of exploiting disparities in the price of any Instrument(s), by taking advantage of the time it takes to access and respond to market information.

“Politically Exposed Person” has the same meaning as in the Code on the Prevention of Money Laundering and Terrorist Financing of March 2012 issued by the FSC.

“Position” means a CFD, Margin FX Contract entered into by you under the terms and conditions.

“Power of Attorney” gives another person the ability to act on your behalf. This means that the third party can take over responsibility for the trading account, including the ability to place orders.

“Relevant Exchange” means the financial market or exchange on which the reference price of the Underlying Asset is quoted.

“Retail Client” is someone who is not a wholesale client.

“Swap Charge or Swap Credit” means financing related credits or charges relating to the holding of a CFD or Margin FX Position at the close of the Trading Day.

“Sub-Accounts” means additional Accounts that you have requested to open under the same name with TexHawks

Markets.

“Terms & Conditions” means these Terms & Conditions and any other documents annexed or incorporated by reference.

“Trading Day” means Monday to Saturday including public holidays. The close of the Trading Day occurs at 23:59 on the Trading Platform.

“Trading Platform” means TexHawks’ online Meta Trader platform (MT4 or MT5), or an online trading facility provided by TexHawks.

“Trust” means where you are a trustee, the trust identified in the Account Application.

“Trust Deed” means where you are a trustee, the trust deed governing the Trust as varied, substituted, supplemented, or resettled from time to time.

“Total Margin Requirement” means the sum of your Margin requirements for all your open Positions.

“Underlying Asset” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Contract relates.

“Underlying Market” means the security, exchange rate, index, commodity, or other financial asset type that trades in a financial market or Relevant Exchange to which CFD or Margin FX Contract relates.

“Variation Margin” means the amount required to maintain your open Positions. (Refer to Deposits & Margins).

“Wholesale Client” means who is not a retail client.

Note that headings are for convenience only and shall not affect the construction and interpretation of these Terms & Conditions. Furthermore, the singular includes the plural and vice versa.

Reference to a person or individual includes corporate bodies, unincorporated associations, partnerships and individuals. If there is any conflict between the terms of these Terms & Conditions and the relevant Operating Rules, the Operating Rules shall prevail.

Please also note that any reference in these Terms & Conditions to any law, statute, regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such modification or re-enactment).

3. Client Representation and Warranties

3.1 You represent and warrant to TexHawks that:

- 3.1.1 You will comply with these Terms & Conditions as legal, valid, and binding obligations;
- 3.1.2 All orders to be placed and all trading to be conducted under these Terms & Conditions are lawful;
- 3.1.3 In giving effect to these Terms & Conditions, you do not and will not infringe any provision of any other document or agreement to which you are a party, nor any law or judgment/order binding upon you;
- 3.1.4 Where you are more than one person, that all decisions made, and instructions issued, pursuant to these Terms & Conditions, are made on a fully informed and agreed basis by all the parties to the Account;

- 3.1.5 You are not an employee or close relative of an employee of any Relevant Exchange participant;
- 3.1.6 All information supplied to TexHawks by you is, or at the time it is supplied will be, accurate in all material respects and you will not omit or withhold any information which would make such information inaccurate in any material respect;
- 3.1.7 You shall, if a corporate entity, provide to TexHawks a valid and binding guarantee and indemnity in favour of TexHawks as a precondition of entering into these Terms & Conditions by completing a TexHawks Account Application Form;
- 3.1.8 You will provide to TexHawks on request such information regarding your financial and business affairs and/ or identity, as TexHawks may reasonably require; and
- 3.1.9 In executing these Terms & Conditions, TexHawks will act as principal and Market Maker for the purpose of dealing in Financial Products in accordance with the terms of these Terms & Conditions.
- 3.2 You and TexHawks are bound by the applicable Financial Product laws, applicable Operating Rules, customs, usages, and practices (as modified from time to time) of the Relevant Exchange and clearing houses where any dealing takes place;
- 3.3 You will take all reasonable steps to obtain and communicate to TexHawks all information, and shall deliver or cause to be delivered to TexHawks all documents with respect to dealings in the Financial Products which are requested by any person having the right to request such documents and information. You authorise TexHawks to pass on/deliver all such information and documents to any such person;
- 3.4 You are not insolvent, and if you are a corporate client, no resolution has been passed and no petition has been presented or order made for your winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator of other insolvency official to you or any of your assets;
- 3.5 You acknowledge that TexHawks relies on representations and warranties made by you in this Terms & Conditions. These representations and warranties and those contained elsewhere in these Terms & Conditions, survive the entering into of these Terms & Conditions and are repeated in respect of each Financial Product transaction.
- 3.6 You acknowledge that you will be categorised as a Retail Client unless you provide TexHawks with enough proof of your categorization as a Wholesale Client.
- 3.7 You represent and warrants to TexHawks that:
 - 3.7.1 You are duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and has full power and authority to enter into, and has taken all necessary steps to enable it lawfully to enter into, these Terms & Conditions and the transactions contemplated by it, and perform its obligation; and
 - 3.7.2 The person executing these Terms & Conditions has full power and authority to execute them on your behalf.
- 3.8 Where you are a trustee:
 - 3.8.1 The Trust has been duly constituted, is valid, and complies with all applicable laws;
 - 3.8.2 The Trust Deed has been executed and stamped, where applicable, in accordance with the relevant laws;
 - 3.8.3 You are the only Trustee of the Trust;
 - 3.8.4 The property of the Trust has not been resettled, set aside, or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or any event for the vesting of the Trust's property has not occurred;

- 3.8.5 The Trust Deed specifically empowers and authorises dealings in Financial Products, and such
- 3.8.6 Dealings are within the authorised ambit of the Trust's investment strategy;
- 3.8.7 All obligations under, and transactions contemplated by, these Terms & Conditions constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with their terms;
- 3.8.8 You have an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by you in your dealings with TexHawks, and the Trust's property is enough to satisfy that right of indemnity or exoneration;
- 3.8.9 You have complied with your obligations in connection with the Trust;
- 3.8.10 There is no conflict of interest on your part in entering into transactions with TexHawks and performing your obligations under those transactions or otherwise under these Terms & Conditions; and
- 3.9 Where you are an investment manager or a responsible entity, the investment management agreement or constitution specifically empowers and authorises dealings in the Financial Products, by you and on behalf of their underlying clients, and:
 - 3.9.1 Such dealings are within the authorised ambit of each underlying client's investment strategy;
 - 3.9.2 Have the appropriate regulatory authorisation to trade on behalf of your underlying clients and have provided TexHawks with evidence of your authority to trade on behalf of your underlying clients;
 - 3.9.3 You will enter into transactions pursuant to the applicable investment management agreement as investment manager or responsible entity and not otherwise;
 - 3.9.4 You will only deal in Financial Product transactions when the funds or other assets under your control are sufficient to meet the obligations which arise in connection with such dealing;
 - 3.9.5 In the event of termination of your appointment as investment manager or responsible entity, you are authorised to arrange for closing out of all contracts entered on behalf of your client prior to the date of such termination as soon as possible; and
 - 3.9.6 Repeats each of these representations and warranties in relation to both yourself and your underlying clients

4 Account Establishment

- 4.1 TexHawks agrees to establish an Account in the name of the client who is the person named as the holder of the account.
- 4.2 The named holder of the Account solely has an interest in the Account opened subject to these Terms & Conditions.

5 Fair Usage Principles

- 5.1 TexHawks is committed to providing the best possible service to all our clients, and to reserving the integrity and quality of our Trading Platform.
- 5.2 If, in our reasonable opinion, we consider it necessary, we may manage your use of, or access to the Trading Platform as we see fit in the circumstances.
- 5.3 TexHawks may apply limits to your usage of the services we provide, for various reasons. This includes but is not limited to, if your use of the Trading Platform is not considered by us as appropriate or fair, if it affects (or may affect) other clients' use of the Trading Platform, or if it is significantly different from the usage that

we would expect from a client.

- 5.4 If the circumstances occur under which TexHawks could impose a limit on your access to the Trading Platform, we may at our sole discretion, suspend or terminate your ability to access the Trading Platform. We will not do so without giving you prior notice (except in extreme circumstances) and will only do so if it is reasonable in all circumstances or as a last resort.
- 5.5 In order to encourage a responsible attitude towards the use of TexHawks system resources, and to ensure that you are using the Trading Platform in a manner that is consistent with TexHawks' fair usage principles, TexHawks will monitor the order-to-trade ratios of clients. Each order, cancellation, or modification message entered by a client is counted as an 'order' for the purposes of calculating this ratio.
- 5.6 Ratios will be monitored by the TexHawks Trading Team. Actions that will be taken as a result of excessive system usage are not taken automatically.
- 5.7 In the event of transaction ratios being exceeded, TexHawks will investigate the causes on an individual, case by case basis and contact the clients directly before taking any action except in exceptional circumstances (such as extreme adverse market conditions).
- 5.8 If there are reasonable grounds to believe that it is necessary, we may pass on some or all of the funding fees covered by TexHawks during account funding.
- 5.9 TexHawks may pass on these charges if, after investigation, we have reasonable grounds to believe that a deposit or withdrawal of funds is not considered by us to be appropriate or fair, because it's motive is not expressly for the purpose of funding an account. For example it is motivated by a desire to generate loyalty scheme points.
- 5.10 Actions that will be taken as a result of excessive funding usage are not taken automatically. In the event preserved funding abuse, TexHawks will investigate the causes on an individual, case-by case basis and contact the clients directly before taking any action except in exceptional circumstances.

6 Market Abuse

- 6.1 When you execute a Trade with us, we may buy or sell units or financial instruments related to the Underlying Instrument from or to other financial institutions. The result is that when you place Trades with us, your Trades can have an impact on the external market for that Underlying Instrument in addition to the impact it might have on our Price. This creates a possibility of market abuse, and the purpose of this clause is to prevent such abuse.
- 6.2 You represent and warrant to us at the time you enter into the Agreement and every time you enter into a Trade or give us any other instruction that:
 - 6.2.1 you will not place and have not placed a Trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a Declarable Interest in the Underlying Instrument;
 - 6.2.2 you will not place and have not placed a Trade in connection with: a) a placing, issue, distribution or other similar event; b) an offer, takeover, merger or other similar event; or c) any corporate finance activity.
 - 6.2.3 You will not manipulate our prices, our execution processes or the Platform, including using any electronic device, software, algorithm, trading strategy or arbitrage practice (including but not limited to latency abuse, price manipulation or time manipulation) or carry out any activity with the intent to take unfair advantage of the way that we construct, provide or convey our bid or ask prices or to commit any form of market abuse; and
 - 6.2.4 You will act in accordance with all applicable laws and regulations.

- 6.3 In the event that you place any Trade in breach of the representations and warranties given in this clause 6 or any other clause of this Agreement or we have reasonable grounds for believing that you have done so, we may:
- 6.3.1 at our absolute discretion and without being under any obligation to inform you of our reason for doing so, close that Transaction and any other Transactions that you may have open at the time;
 - 6.3.2 treat all your Trades as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within 5 days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement;
 - 6.3.3 reserve the right to not grant you Negative Balance Protection in cases where we reasonably consider, in our sole discretion, that your negative Account balance has been caused by misconduct or market abuse. Where this is the case, we will let you know why we haven't applied Negative Balance Protection to your Account.
- 6.4 You acknowledge that it would be improper for you to deal in the Underlying Instrument if the sole purpose of such a transaction was to manipulate our Price, and you agree not to conduct any such transactions.

7 Segregated Accounts

- 7.1 You agree and acknowledge that:
- 7.1.1 All money deposited by you with TexHawks shall be deposited to the Account and form a credit balance and will be paid into a client segregated bank account established and maintained by TexHawks;
 - 7.1.2 Such segregation of your money does not protect your money from the risk of loss;
 - 7.1.3 Whilst your money is segregated from TexHawks' money, it may be commingled with the money of other TexHawks clients.
 - 7.1.4 TexHawks shall be entitled to retain any interest earned on such segregated money it holds;
 - 7.1.5 Money is only withdrawn from the account to:
 - 7.1.5.1 Process a withdrawal for a client;
 - 7.1.5.2 Transfer Margin to a Liquidity Provider.
 - 7.1.5.3 Withdraw fees charges as part of a deposit or withdrawal transaction.
 - 7.1.5.4 Pay money to us which are entitled to as a result of a client trading with us;
 - 7.1.5.5 Make a payment that is otherwise authorised by law or in compliance with the operating rules a licensed market. For the purpose of meeting obligations incurred by TexHawks other than on your behalf;
 - 7.1.5.6 Hedge, counteract or offset the risk TexHawks incur associated with transactions it enters with you.
 - 7.1.6 You agree that when money is moved from the segregated account to a Liquidity Provider, it is no longer afforded the protection of being held in trust.
 - 7.1.7 You agree that TexHawks may transfer from your trading account, monies to be used for authorised hedging activities.
 - 7.1.8 You agree that money may be transferred to Liquidity Provider as is reasonably required for entering derivatives with the Liquidity Provider or for settling or securing those derivatives with the Liquidity Provider.

8 Multiple Accounts

- 8.1 You are able to open multiple Accounts denominated in the same currency as or in currencies other than that of the main trading account. The operation of multiple Accounts may mean that you incur additional costs.
- 8.2 If you operate several accounts (or Sub Accounts) and opposite Positions are opened on different accounts (or Sub Accounts), such Positions will not cancel each other out. You acknowledge that unless closed manually, all such Positions may be rolled over on a continuous basis and thereby continue to pay or receive the applicable Swap Charge on each Position.
- 8.3 Keeping opposite Positions open on different Accounts (including opposite Positions within the same trading Account) will result in both Positions being continuously rolled over. Each Position is therefore subject to applicable financing costs (Referred to as a Swap Charge or Swap Credit in the Trading Platform) until manually closed.
- 8.4 If you have opened more than one account, Margin deposited on one account will not automatically serve as Margin coverage on the other account(s). You may therefore receive margin calls and stop- outs on one account despite having additional margin available on other accounts.
- 8.5 However, if you have deposited money on one account, TexHawks is entitled to transfer money from one account to another (inter-account transfer), even if such transfer will necessitate the closing of margin trades on the account from which the transfer takes place.

9 Risk Disclosures

- 9.1 You represent and warrants to TexHawks that:
 - 9.1.1 You have received, read, understood and accepted the risk disclosures provided herein in relation to the Financial Products to be traded and those contained in the Disclosure Statement (DS).
 - 9.1.2 You acknowledge, recognise and understand that trading and investment in these Financial Products is speculative, carries a high level of risk, including the risk of losing substantially more than initial expenditure.
 - 9.1.3 You acknowledge that:
 - 9.1.3.1 you do not own or have any rights to the Underlying Asset;
 - 9.1.3.2 the effect of leverage is that both gains and losses are magnified; and
 - 9.1.3.3 trading and investment in these products are appropriate only for persons who can assume risk of loss in excess of their Margin deposit;
 - 9.1.4 You have read these Terms & Conditions and understands that, TexHawks has only provided general advice, and you have considered your objectives, financial situation and needs, and have obtained appropriate independent advice prior to opening an Account, and have formed the opinion that dealing in the Financial Products is suitable for your needs and purposes;
 - 9.1.5 You have agreed to take such independent legal and financial advice as you consider necessary prior to opening an Account;
 - 9.1.6 You are willing and able, financially and otherwise, to assume the risk of trading in high risk investments; and
- 9.2 You acknowledge that neither TexHawks nor any associated entity guarantees the performance of any given Financial Product or Account nor that any Financial Product or Account will achieve a particular rate of return.

10 Client Acknowledgements

10.1 You agree and acknowledge to TexHawks that:

- 10.1.1 TexHawks may utilise the execution services of third parties in order to provide the services detailed in these Terms & Conditions. TexHawks will take reasonable steps to ensure that these third parties are appropriately licensed/authorised where applicable;
- 10.1.2 Dealings in the Financial Products create an obligation to make a cash adjustment in accordance with the terms of the relevant transaction;
- 10.1.3 Where a Financial Product has no maturity date or defined term, open contracts shall continue until such date as they are closed;
- 10.1.4 All dealings executed by you pursuant to these Terms & Conditions shall be at the absolute discretion of TexHawks. TexHawks shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with the Operating Rules and all other applicable laws and regulatory decisions;
- 10.1.5 TexHawks acts as principal in respect of the Financial Products traded. TexHawks act as a Market Maker and quotes you bid and ask prices. These prices may not necessarily reflect those of TexHawks' Liquidity Providers.
- 10.1.6 TexHawks may hold Positions that are contrary to your Position resulting in potential conflicts of interest;
- 10.1.7 Subject to applicable legal/regulatory requirements, TexHawks' directors, employees and associates may and can deal on their own account;
- 10.1.8 TexHawks reserves the right, at its sole discretion and without explanation, to refuse to provide services in relation to any over-the-counter Financial Products (other than closing out existing open Positions) or to limit the number of open Positions or both. TexHawks will inform you of any refusal before or as soon as practicable after such refusal;
- 10.1.9 Where errors have occurred in price quotes provided by, or the pricing of transactions quoted by TexHawks to you, TexHawks reserves the right to not be bound by such a quote or transaction where TexHawks is able to demonstrate to you that there was a Manifest Error at the time of the quote or transaction. Where this occurs in relation to the initial purchase of a Financial Product, TexHawks will not issue (or if already issued will cancel) the contract and refund your money accordingly. Where this occurs in relation to a price quote for an existing Position, TexHawks will reissue the price quote accordingly;
- 10.1.10 In dealing in the Financial Products for you or for any other purpose under these Terms & Conditions, when TexHawks needs to buy/sell foreign currency from time to time, the applicable exchange rate shall be any widely recognised and published foreign exchange rate selected by TexHawks in its sole discretion available on the date your money is exchanged and a conversion calculation fee may be payable;
- 10.1.11 There are risks associated with utilizing an internet-based deal execution trading system which include, but are not limited to, the failure of hardware, software, and internet connection. Since TexHawks does not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, TexHawks will not be responsible for communication failures, distortions or delays when trading via the internet;
- 10.1.12 A notice issued by an authorised officer or agent of TexHawks stating the amount of money due and payable by you shall be taken as final evidence thereof in the event of a Manifest Error;

- 10.1.13 All determinations and calculations made by TexHawks under these Terms & Conditions will be binding on you in the event of a Manifest Error;
- 10.1.14 TexHawks is entitled, in its reasonable opinion, to determine that an emergency of an exceptional market condition exists. Such conditions include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which TexHawks relates its quote or the occurrence of an excessive movement in the level of any margin trade and/or Underlying Market or TexHawks' reasonable anticipation of the occurrence of such a movement. In such cases TexHawks may increase its margin requirements, close any or all of your open margin trades, and/or suspend or modify the application of all or any of the terms, including but not limited to, altering the last time for trading a particular margin trade, to the extent that the condition makes it impossible or impracticable for TexHawks to comply with the term in question; and
- 10.1.15 Anything TexHawks is permitted to do in accordance with these Terms & Conditions may be done in its absolute discretion, and any opinion or view required to be formed by TexHawks may be formed in its absolute discretion.

11 TexHawks Representatives & Services

- 11.1 TexHawks undertakes to act efficiently, honestly and fairly. TexHawks will give priority to your interests and undertakes that it will not misuse your information. TexHawks will use reasonable endeavours to execute or arrange the execution of your instructions.
- 11.2 TexHawks will arrange execution-only transactions in Financial Products defined herein, and any other services agreed with you from time to time.
- 11.3 TexHawks will not provide personal advice to you regarding the merits of a transaction. Any advice provided to you is general advice only, and does not consider your objectives, financial situation, or needs.
- 11.4 Any transaction or market information or research provided by TexHawks to you is provided as general information only and does not constitute and cannot be relied upon as a recommendation to trade. TexHawks makes no representation, warranty or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and you rely on such at your sole risk.

12 Online Trading Facilities

- 12.1 TexHawks agrees to grant you access to one or more electronic terminals, including terminal access through your internet browser, for the electronic transmission of orders to your Account with TexHawks.
- 12.2 TexHawks shall permit you electronically to monitor the activity and Positions in your Account by providing the Trading Platform. The Trading Platform may be a proprietary service offered by TexHawks or a third-party system.
- 12.3 You agree to use the Trading Platform solely for your internal business or investment purposes.
- 12.4 You agree that you shall not distribute the Trading Platform to any third party.
- 12.5 The Trading Platform may be used to transmit, receive, and confirm the execution of orders, subject to market conditions and applicable Operating Rules and regulations.
- 12.6 Regardless of any online confirmation received upon placement of an instruction via the Trading Platform, such transaction is not confirmed by TexHawks until TexHawks provides confirmation.
- 12.7 The confirmation made available on the Trading Platform constitutes TexHawks' confirmation of a contract.
- 12.8 TexHawks consents to your access and use in reliance upon you have adopted procedures to prevent unauthorized access to and use of the Trading Platform, in any event, you agree to accept any financial

liability for trades executed through your Account.

- 12.9 You may send and receive email messages and otherwise use the Trading Platform as permitted in accordance with these Terms & Conditions, our policies and any applicable laws.
- 12.10 TexHawks reserves the right, in its sole discretion, to institute or change any policies at any time relating to the use of the Trading Platform.
- 12.11 The Trading Platform is provided on an “as-is” basis and TexHawks makes no express or implied representations or warranties regarding its operation or usability.
- 12.12 TexHawks makes no representations or warranties regarding any services provided by any third party.
- 12.13 The Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available, etc. TexHawks shall not be liable to you for any loss, expense, cost, or liability suffered or incurred by you due to you using a version different from the standard version with all available updates installed.
- 12.14 TexHawks may offer real-time tradeable prices to you. Due to delayed transmission between you and TexHawks the price offered may have changed before an order is received by TexHawks. If automatic order execution is offered to you, TexHawks shall be entitled to change the price on which your order is executed to the market value at the time which the order from was received.
- 12.15 TexHawks does not warrant that access to or use of the Trading Platform will be uninterrupted or error free, or that the service will meet any criteria with respect to its performance or quality. TexHawks expressly disclaims all implied warranties, including without limitation warranties of merchantability, title, fitness for a particular purpose, non- infringement, compatibility, security, or accuracy.
- 12.16 Under no circumstances, including negligence, will TexHawks, its employees and/or service providers be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business interruption or loss of profits that may result from the use of or inability to use the Trading Platform.
- 12.17 You agree not to hold TexHawks and any of its service providers liable for any form of damage arising as a result of the unavailability of the Trading Platform.
- 12.18 You agree that the use of the Trading Platform is at your risk and you assume full responsibility for any losses resulting from the use of or materials obtained via the Trading Platform.
- 12.19 You agree that the use of the online trading facility is at your risk and you assume full responsibility for any losses resulting from the use of software and/or any other materials obtained via the online trading facility. You also assume full responsibility for any losses resulting from the use of software and/or any other materials obtained via a third-party provider; including but not limited to Expert Advisors (EAs), signal/trade alert providers and, trade copiers.
- 12.20 TexHawks and its service providers will not accept any form of liability, including any loss or damage to you or to any other person, for:
 - 12.20.1 Any inaccuracies, errors or delays or omissions of any data, information or message or transmission or delivery of any such data, information or message;
 - 12.20.2 Non-performance;
 - 12.20.3 Interruptions in data, information, or message transmission, due to any negligent act or omission, including any “force majeure” event or any other cause, whether or not within TexHawks’ control – this includes amongst other things, floods, extraordinary weather conditions, earthquakes, acts of God, fire, war, riot, labour disputes, accidents, actions of any government, communications or power failure, equipment or software malfunction.
- 12.21 The use and storage of any information provided or made available to you using the Trading Platform is for

your use and is your sole risk and responsibility.

- 12.22 You are responsible for providing and maintaining the communications equipment and telephone or alternative services required for accessing and using the Trading Platform, and for all communications service fees and charges you incur in accessing the Trading Platform.
- 12.23 TexHawks may at any time at its sole discretion terminate or restrict your access to the Trading Platform. Should TexHawks terminate your Account or access to the Trading Platform you will be liable for all fees charges and obligations incurred under these Terms & Conditions prior to termination.
- 12.24 You acknowledge that from time to time, and for any reason, the online trading facility may not be operational or otherwise available for your use due to servicing, hardware malfunction, software defect, service or transmission interruption or any other cause.
- 12.25 Your failure to observe any of the undertakings or representations may result in civil or criminal liability, as well as termination of the use of the Trading Platform.
- 12.26 You acknowledge that you always have alternative arrangements in place, for the transmission and execution of orders, if for any reason, circumstances prevent the transmission and execution of all, or any portion of, your orders through the Trading Platform. In the event of the Trading Platform not being operational, you agree to contact TexHawks to make alternative order entry arrangements. Such arrangements may be in the form of a telephone, or as otherwise agreed.
- 12.27 You may not under any circumstance use the Trading Platform to do any of the following:
 - 12.27.1 Publish, post, distribute or disseminate defamatory, infringing, obscene, or other unlawful or offensive material or;
 - 12.27.2 Intercept or attempt to intercept any email correspondence;
 - 12.27.3 adversely affect its availability or its resources to other users;
 - 12.27.4 Send correspondence electronically or otherwise to other users for any purpose other than personal communication; or
 - 12.27.5 Act, or fail to act, in a manner which may result in the violation of any laws or regulations.

13 Authorizations and Instructions

GENERAL

- 13.1 You may communicate your instructions to TexHawks via the Trading Platform or by telephone. We will not accept orders or instructions through any other means, such as email, unless we have previously agreed to do so.
- 13.2 In consideration of TexHawks agreeing to accept telephone (or other written) instructions, you acknowledge that TexHawks is not obliged to accept/implement such instructions and will not be liable to you or any other party should such instructions be unauthorised, forged or fraudulently given.
- 13.3 It is possible for a third party to place orders on your behalf as an Authorised Person provided that a written Power of Attorney has been received and accepted by us. TexHawks is entitled to act upon instructions which are or appear to be from you or an Authorised Person. It is your sole responsibility to notify TexHawks in writing if you wish to revoke the Power of Attorney.
- 13.4 Persons may also be appointed as Authorised Persons where they are an employee or director of a corporate entity via an authorised persons list. TexHawks is under no obligation to accept any instruction that is not made by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an Authorised Person.

- 13.5 Should TexHawks receive any instruction that it reasonably assumes was from an Authorised Person, TexHawks will not be liable for any properly performed action or omission by TexHawks in reliance on that instruction.
- 13.6 TexHawks shall not be liable for any act or omission by TexHawks in reliance on any instruction given or action taken by any person acting or purporting to act on your behalf who is not listed as an Authorised Person.
- 13.7 You shall be responsible for all orders, and for the accuracy of information, sent via the internet using your name, password or any other personal identification means implemented to identify you. You are therefore obliged to keep all passwords secret and ensure that third parties do not obtain access to your Account.
- 13.8 TexHawks may, in its sole discretion and without explanation, refuse to act upon any orders placed.
- 13.9 If you hold a joint Account, TexHawks may act upon instructions received from any one person who is, or appears to TexHawks to be, such a person.

ONLINE TRADING ACTIVITY

- 13.10 TexHawks will not be deemed to have any order or communication electronically transmitted by you until TexHawks has actual knowledge of any such order or communication. The mere transmission of an instruction by you shall not constitute a binding contract between TexHawks and you. The terms of any order or communication electronically transmitted to you may be subject to change or correction. Although the Trading Platform might confirm that a Contract is executed immediately when you transmit instructions via the Trading Platform, the confirmation forwarded by TexHawks or made available on the Trading Platform constitutes TexHawks' confirmation of a Contract. Any instruction sent electronically shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between TexHawks and you when such instruction has been recorded as executed by TexHawks and confirmed by TexHawks to you including through a deal confirmation and/or account statement.
- 13.11 You acknowledge and warrant that you have received a password granting you access to the Trading Platform; are the sole owner of the password provided; and accept full responsibility for any transaction that may occur on an account opened, held, or accessed through the use of the password provided to you by TexHawks, even if such use may be unauthorized or wrongful. You agree to accept full responsibility for the use of the Trading Platform, for any orders transmitted through your Account and for all communications and the accuracy of all information sent via the Trading Platform using your name, password, or any other personal identification means implemented to identify you.
- 13.12 You warrant and agree that any person who is in possession of any password is authorized by you, and you acknowledge that they will be responsible for any actions on your Account associated with the use of your password. You agree to notify TexHawks immediately should you become aware of any unauthorized use, loss or theft of your username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, open Positions, or transaction history.

14 Entering into a Financial Product Transaction

- 14.1 You may request on any day that trading is available, via the Trading Platform or telephone, TexHawks to quote a price at which TexHawks may be prepared to enter into a Financial Product transaction. You acknowledge that a price quotation pursuant to this request does not constitute an offer to enter a new or close an existing Financial Product.
- 14.2 Upon receiving the quote from TexHawks, you may offer to enter into a Financial Product transaction with TexHawks at the price quoted by TexHawks.
- 14.3 TexHawks is in no way obliged to accept your offer to enter into a Financial Product transaction and,

without limitation, is not obliged to accept your offer to enter into a Financial Product transaction, if you have exceeded or would exceed a predetermined limit imposed on you under these Terms & Conditions; or until TexHawks has received from you the Initial Margin where required, in the form of Cleared Funds. The Trading Platform will advise you by rejecting the order should TexHawks decide not to accept your offer to enter into a Financial Product transaction.

- 14.4 The Initial Margin where required to enter into a Financial Product transaction, if not already received from you, will be payable to TexHawks upon acceptance by TexHawks of your offer to enter into the Financial Product transaction.
- 14.5 Should TexHawks accept your offer to enter into a Financial Product transaction, TexHawks will issue to you an electronic confirmation shortly after the Financial Product transaction has been entered into. This confirmation will be in the form of a deal confirmation via the TexHawks platform. Failure by TexHawks to issue a deal confirmation will not prejudice or affect the relevant Financial Product transaction. TexHawks will not bear any liability whatsoever resulting from the failure to issue a deal confirmation.
- 14.6 You agree to examine the terms of each deal confirmation immediately upon receipt and you agree that the contents of the deal confirmation, in the absence of Manifest Error, will be conclusive evidence of the executed deal, unless you notify TexHawks of any disputed detail in the deal confirmation received by you. Upon receipt of the disputed detail, TexHawks will investigate the dispute and with your co-operation, will endeavor to resolve the dispute in good faith. Notwithstanding any such dispute, you will continue to satisfy any obligation to pay Margin calls made by TexHawks in respect of the transaction as if the deal confirmation was correct and its details were not the subject of dispute.
- 14.7 In its absolute discretion, TexHawks reserves the right to limit the value of Financial Product transactions you may have outstanding under these Terms & Conditions. Should you wish to enter into any further Financial Product transactions, you must seek and obtain approval from TexHawks, which it may grant or refuse in its absolute discretion.
- 14.8 If you provide TexHawks with standing instructions to enter into a Financial Product transaction when a particular price level is reached, you acknowledge that the price at which the Financial Product transaction is entered into may not be the same as the price requested by you as TexHawks may elect not to enter into the Financial Product transaction until it has satisfied itself that it can hedge its exposure in the Underlying Market.
- 14.9 Prior to entering into a Financial Product transaction, you acknowledge that there are enough funds in the Account to cover the Initial Margin and TexHawks does not bear responsibility for any opening trades resulting a negative equity.

15 Execution of Orders

- 15.1 TexHawks undertakes and you acknowledge that in respect of dealings in the Financial Products, and in compliance with any applicable laws and regulatory requirements, TexHawks shall execute all dealings in the sequence in which they are received and recorded, unless it would be fair and equitable to allocate such contracts on a different basis.
- 15.2 TexHawks shall provide you with daily statements in accordance with applicable laws and regulation.
- 15.3 It is your responsibility on receipt to carefully check all transaction confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or omissions to the attention of TexHawks. In the absence of such written objection, the daily statements shall be deemed correct in all respects.
- 15.4 Orders may be placed as Market Orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as

applicable to the various instruments offered. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are thus not guaranteed executable at the specified level or amount, unless explicitly stated otherwise by TexHawks.

- 15.5 TexHawks may, in its absolute sole discretion, execute a stop loss order in relation to any contract where there are reasonable grounds to believe that subsequent price movements may be adverse to you. TexHawks shall not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a Sell (Short) Position and the Contract is traded at or above the stop loss price; or when you have a Buy (Long) Position and the Instrument is traded at or below the stop loss price. Once a stop loss order is triggered or executed it becomes a Market Order and TexHawks shall use its best endeavours to execute the Market Order.
- 15.6 The acceptance of a stop loss order is not a guarantee or representation by TexHawks that the stop loss order can be executed at the stop loss price.
- 15.7 TexHawks may at its discretion aggregate your orders with its own orders or orders of associates and/or other clients. In addition, TexHawks may split your orders. Orders will generally be aggregated or split where TexHawks reasonably believes it to be in your overall best interests, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favorable price than your order having been executed separately.

16 Deposits and Margin

- 16.1 You agree and acknowledge that:
 - 16.1.1 TexHawks requires you to deposit Cleared Funds. The amount required by TexHawks and the time at which it is required will be at the absolute discretion of TexHawks.
 - 16.1.2 TexHawks reserves the right whenever it deems appropriate to raise or lower the Margin or deposit requirements, which may apply to existing Positions as well as to new Positions. You will comply with and meet all such calls in accordance with these Terms & Conditions by depositing in Cleared Funds the sum requested within the time specified by TexHawks. TexHawks may determine the amount and time in its absolute discretion. Should TexHawks require additional funds from you to pay Variation Margin ("Margin Call") you must pay the amount called by TexHawks immediately upon being given notice by TexHawks. In all respects, time shall be of the essence for all your payment obligations;
 - 16.1.3 Should TexHawks make a Margin Call, you acknowledge and agrees that TexHawks may refuse any request by you to enter into any further Positions until TexHawks has confirmed the receipt of the Margin Call amount in the form of Cleared Funds;
 - 16.1.4 Any exercise by TexHawks of any power or right under this clause, including, without limitation, the calling of Margin, shall be binding on you;
 - 16.1.5 Margin Calls will be notified via the Trading Platform, and you are required to log in to the system regularly when you have open Positions to ensure you receive notification of any such Margin Calls. It is your sole responsibility to monitor and manage your open Positions and exposures, and ensure that Margin Calls are met as required;
 - 16.1.6 Where you have not checked the Trading Platform for Margin call notifications, and so have not met them in a timely manner, all margined Positions will be closed out by TexHawks, without further reference to you;
 - 16.1.7 Liability for a deposit or Margin arises at the time it is executed irrespective of the time at which any

call is made, and such liability is not limited to the amount, if any, deposited with TexHawks;

- 16.1.8 A Margin Call will not be considered to have been met unless and until Cleared Funds have been received by TexHawks in the nominated account (generally around 10AM on the following Business Day, but may vary according to the funding method used);
- 16.1.9 Should you fail to meet a Margin Call, TexHawks may without prejudice to any other rights or powers under these Terms & Conditions, and in its absolute discretion, close out, without notice, any or all of your over-the-counter Financial Product contracts or refuse any request by you to enter into any further contracts;
- 16.1.10 No credit shall be extended directly or indirectly to you by TexHawks, unless otherwise agreed in writing;
- 16.1.11 Subject to you meet all Margin Call obligations, TexHawks may permit you to withdraw from its account any excess Net Free Equity; and
- 16.1.12 Margin deposited by you will not fall due for repayment until your obligations under these Terms & Conditions and under, or in respect of, any other account between TexHawks and you are satisfied in full. Until this time, Margin will not constitute a debt due from TexHawks to you nor will you have any right to receive payment of these funds.

17 Margin FX and CFDs

17.1 PRICING

You agree and acknowledge that:

- 17.1.1 TexHawks set the price of the Instrument that you use to open and close a Position;
- 17.1.2 Prices provided on the Trading Platform are subject to Liquidity;
- 17.1.3 TexHawks may contribute its own (internal) Liquidity when setting a price in order to improve the spread between the bid and ask price, and/or the Liquidity available at each price; and
- 17.1.4 An order may be rejected, partially executed, and/or executed based on a volume weighted average price.

In certain circumstances, the price we set may be different from the current market price of the Underlying Asset, and/or another issuer of Margin FX, and CFD.

In particular:

- Where Out of Hours Trading is available, and we set the prices at which we are prepared to deal with you; and/or
- If we cannot determine a price because trading in the Underlying Market/Asset is limited, suspended, and/or a price cannot be determined by our Liquidity provider(s), then the price will be the price:
 - immediately preceding such limitation; and/or
 - determined by us in our absolute discretion, acting reasonably, but having regard to the prevailing market conditions affecting trading.
- To close out all or part of your open Position, limit the total value the Position, you can open, refuse an order, or terminate the agreement between us if certain circumstances arise including where we:
 - Decide at our absolute discretion provided we give you prior written notice of such decision; or
 - Reasonably consider it necessary for the protection of our rights under the Terms and Conditions. You do not have the power to direct us in the exercise of our discretions.

17.2 FINANCING COSTS

You agree and acknowledge that:

- 17.2.1 Where a Margin FX or CFD contract is held at the close of the Trading Day, a charge or credit is made to each Position. These charges or credits are referred to as 'Swaps' in the Trading Platform but may sometimes be referred to as interest, financing, or rollover charges or credits. The DS provides further information relating to Swaps. Please see our DS.
- 17.2.2 Swaps are charged or credited in accordance with the type of the instrument traded, and if you are buying or selling that instrument.
- 17.2.3 Swaps are charged or credited to each individual trading Position even if you have opposing Positions in the same instrument on the same trading account.
- 17.2.4 If you hold a Position at the close of the Trading Day on a Wednesday (FX, Cash Commodity, Cash Energy CFDs) or Friday (Cash Index CFDs, Share CFDs), the financing (Swap) charge is multiplied by three (3) times. This accounts for the settlement of your open Position for the proceeding weekend. Swap Charges and Credits also occur on public holidays, including when the Underlying Asset ceases to be quoted, or suspended from quotation, or subject to a trading halt.
- 17.2.5 Swap Charges and Credits are set by TexHawks by using reference rates from external sources such as a Liquidity Provider and/or from the applicable money market rate. These rates may already have additional fees and charges from upstream financial intuitions and/or the Liquidity Provider.
- 17.2.6 TexHawks is entitled to receive a transaction fee (mark-up) that is factored into the Swap Charge and Credit. This fee is set by TexHawks and subject to change.
- 17.2.7 TexHawks may charge the market spread to perform a rollover from one contract to the next. (Applicable to Future or Forward contracts).
- 17.2.8 In the case of cash index CFD Contracts, the Swap Charge or Credit of a CFD may also be materially affected by dividends distributed by constituent's stocks of the index you are trading.
- 17.2.9 Further information relating to financing on specific product types (i.e CFD Futures, Cash, Margin FX) are available in the DS.

17.3 CLOSING A MARGIN FX OR CFD CONTRACT

You agree and acknowledge that:

- 17.3.1 At any time, you may give TexHawks an instruction (by telephone or on the Trading Platform) notice of its intention to close a Position (whether in whole or part) by specifying the Position and the proportion of the Position that you wish to close;
- 17.3.2 Upon receipt of a Closing Notice, TexHawks shall use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote. It is your obligation to notify TexHawks as soon as possible as to whether you are willing to accept the Closing Price. Should you accept the Closing Price the Position, or relevant portion of the Position, will be closed on the Closing Date;
- 17.3.3 If we cannot determine a price because trading in the Underlying Market is limited, suspended, and/or a price cannot be determined by our Liquidity provider(s), then the Closing Price may, at its discretion, be determined by TexHawks who may have regard to any factors it considers appropriate including, for example, the last traded price of the Underlying Market.
- 17.3.4 Without limiting TexHawks' discretion, if any Position ceases to be quoted on a Relevant Exchange,

or is suspended from quotation, or subject to a trading halt for 5 or more consecutive Business Days, TexHawks may, in its absolute discretion, elect to terminate the relevant Position by providing written notice to you;

- 17.3.5 It may not be possible to close out a Position if there is a suspension of trading or a trading halt in respect of the Underlying Market. In such a circumstance, TexHawks may decide, in its absolute discretion, not to close a Position;
- 17.3.6 Unless otherwise agreed in writing, TexHawks may close a Position(s) if your Equity only covers 50% of the Total Margin Requirement for your open Positions. Your worst offending Position (i.e. the contract with the largest loss) will be automatically closed at the first price available and as determined by the Instrument price, Liquidity, and other factors that may impact on execution times.
- 17.3.7 Without limiting the above, if at any time trading on a Relevant Exchange is suspended or halted in any Underlying Market, TexHawks will, in determining the Closing Value of a Position, at its discretion have regard to the last traded price before the time of suspension or halt; and
- 17.3.8 All determinations and calculations made by TexHawks pursuant to these Terms & Conditions will be binding on you in the absence of Manifest Error.

17.4 SETTLEMENT OF POSITIONS

You agree and acknowledge that payments to be made to you with respect to any CFD or Margin FX Contract will be made as follows:

- 17.4.1 When a Position is closed, and settlement occurs a CFD or Margin FX Contract is closed out in accordance with these Terms & Conditions:
 - 17.4.1.1 TexHawks will credit to your Account any amount payable by TexHawks to you; or
 - 17.4.1.2 TexHawks will debit to your Account any amount payable to TexHawks by you.
- 17.4.2 TexHawks reserves the right to offset any money owed to you against any money owed by you under these Terms & Conditions or any other agreement.

17.5 ADJUSTMENTS

If we reasonably believe that you have manipulated our prices, our execution processes or the Trading Platform, or any general exploitation of pricing, and/or technology, (including the use of Price Latency Arbitrage), we may in our sole and absolute discretion, without notice to you:

- 17.5.1 Enforce the Position against you if it is a Positions which results in you owing money to us;
- 17.5.2 Treat all your Positions as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 30 days of us giving you notice under this clause that you have not committed any breach of warranty, misrepresentation, or breach of undertaking under the Contracts;
- 17.5.3 Withhold any funds suspected to have been derived from any such activities;
- 17.5.4 Make any resultant corrections or adjustments to your Account;
- 17.5.5 Close your Account; and/or
- 17.5.6 Take any other action that we consider appropriate.

17.6 CORPORATE ACTIONS AND OTHER EVENTS AFFECTING UNDERLYING INSTRUMENTS

- 17.6.1 When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, adjust your Open Positions and/or Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument.
- 17.6.2 The actions we may take pursuant to clause 17.6.1 include, but are not limited to:
- 17.6.2.1 changing Margin Rates, Margin Multipliers and/or the minimum level of Guaranteed Stop Loss Orders both in relation to Open Positions and new Trades;
 - 17.6.2.2 making a reasonable and fair retrospective adjustment to the opening price of an Open Position, to reflect the impact of the relevant action or event;
 - 17.6.2.3 opening and/or closing one or more Open Positions on your Account;
 - 17.6.2.4 cancelling any Orders;
 - 17.6.2.5 suspending or modifying the application of any part of this Agreement;
 - 17.6.2.6 crediting or debiting sums to your Account as appropriate;
 - 17.6.2.7 taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event; and/or
- 17.6.3 If your Contract's Underlying Asset is shares in a company that's the subject of a takeover offer, then:
- (a) we'll use our reasonable endeavours to let you know about the takeover offer; (b) we'll apply the terms of the takeover offer to your Contract, as if you were a holder of the Underlying Asset; (c) we may offer you the opportunity to agree to the takeover offer (as it applies to your Contract), or we may choose to agree to it on your behalf where we, acting reasonably, believe it's in your best interests. In either case, your Contract will be suspended and you won't be able to trade it until the closing date of the takeover offer, when the Contract will be Closed-Out in line with the terms of the takeover offer;
 - (d) you acknowledge and agree that we're entitled to cancel or adjust your Contract or Order to reflect the takeover offer, and that you'll be bound by any cancellation or adjustment that we make; (e) if you don't agree to the takeover offer and we don't agree to it on your behalf, but the takeover goes ahead anyway (for example, if drag-along rights apply), you agree that we're entitled to cancel or adjust your Contract or Order to reflect the takeover offer, and that you'll be bound by any cancellation or adjustment that we make; and (f) we may let you know of our intention to Close-Out your Contract at any time before the closing date of the takeover offer. The Close-Out date of the Contract will be the date that we send this notice to you. We'll decide the price that your Contract is Closed-Out at, based on our reasonable assessment of the market value of the Underlying Asset at the relevant time.
- 17.6.4 We may make dividend adjustments if a dividend is scheduled to be paid to the holders of the Underlying Instrument. These adjustments are normally made on the ex-dividend date. Long Positions receive adjustments net of tax, whereas short positions are charged the declared amount of gross tax, where applicable.
- 17.6.5 We shall use best endeavours to take any such actions as soon as we are reasonably able to do so and this will normally be as soon as is reasonably practicable after the relevant event has occurred.
- 17.6.6 When we adjust Open Positions, where possible we will adjust the Open Position as held by you to be effective from the commencement of Market Hours on the same Business Day on which the relevant event or action is effective in relation to the Underlying Instrument.
- 17.6.7 Depending on the event concerned, we may take any of the actions set out in this clause without prior

notice. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

18 Commissions, Fees, Costs, Expenses and Charges

- 18.1 You agree to pay:
- 18.1.1 All fees and costs incurred by you associated with opening Account and all taxes and expenses incurred by you in connection with the services described in these Terms & Conditions;
 - 18.1.2 Commission (applicable to TexHawks Plus+ account types) upon the execution of any requested Financial Product transaction at such rate that is set by TexHawks, as well as an amount equal to any other fee charged or levied on TexHawks, or other expense incurred by TexHawks, arising from any action taken pursuant to these Terms & Conditions;
 - 18.1.3 If applicable, all duties and taxes (including GST) payable on or pursuant to these Terms & Conditions;
 - 18.1.4 All amounts payable as a result of making or taking delivery or making cash adjustment in accordance with the or over the counter Financial Product transaction;
 - 18.1.5 All amounts incurred by TexHawks as a result of your default under the terms of these Terms & Conditions, including without limitation, all reasonable legal costs on a solicitor/client basis;
 - 18.1.6 Interest, in respect of any unpaid amount due under these Terms & Conditions, at a rate of three per cent per annum above LIBOR (at a minimum of 10% per annum). Such interest shall accrue and be calculated daily from the date payment was due until the date you pay in full and shall be compounded monthly; and
 - 18.1.7 Interest is calculated based on Net Free Equity on each account, unless specifically agreed otherwise. Interest will be charged on the full negative Net Free Equity on any account, regardless of whether you hold other accounts which have positive Net Free Equity. Please note that this means that if you hold multiple Accounts, you may incur interest charges although the aggregate Net Free Equity Position of all your accounts may be positive.
- 18.2 You authorise TexHawks to appropriate, transfer, credit, apply, or pay monies that may be received by TexHawks from you in payment of any amounts which may be outstanding by you to TexHawks.
- 18.3 Where amounts are payable by one party to the other, netting principles shall apply to enable the party owing the larger amount to pay the excess only to the other party. Amounts may be converted into the same currency in accordance with these Terms & Conditions.
- 18.4 TexHawks may in its absolute discretion reduce or waive the minimum deposit amount, the minimum account balance or interest rates on debit balances, fees (including royalties or fees for third party services) or transaction charges, for individual clients or for groups of clients, for any length of time, with or without conditions, without notice.
- 18.5 You acknowledge that should you effect a Financial Product transaction with TexHawks, you must pay all transaction charges, fees, Margins, settlements, interest and any other amounts due under these Terms & Conditions on demand by TexHawks in Cleared Funds or otherwise as required in accordance with the terms of these Terms & Conditions.
- 18.6 Payments by you to TexHawks in accordance with these Terms & Conditions must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should you be required to make any form of deduction in respect of tax from any payment to be made, or if TexHawks is required to pay any tax in respect of any payment made in relation to these Terms & Conditions at your request, you agree to keep TexHawks indemnified against that tax and agree to pay to TexHawks any additional amounts required to ensure TexHawks receives the full net amount that is equal to the amount TexHawks would have received had a deduction, withholding, or payment of tax not been made.
- 18.7 You agree that TexHawks may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to you, unless such disclosure is required by law.

19 Default

- 19.1 You acknowledge and agree that where one of the following events occurs, TexHawks may take any such action provided in Clause 19.3 below:
- 19.1.1 you fail to meet a call for a deposit or Margin or make any other payment when due under these Terms & Conditions
 - 19.1.2 you are not contactable by TexHawks (and have not made alternative arrangements) within the time specified by TexHawks for TexHawks to obtain instructions (where required);
 - 19.1.3 you die or become of unsound mind, or (if applicable) the partnership is dissolved or ceases to exist for any reason;
 - 19.1.4 you suspend payment of your debts, make any composition with your creditors, have a receiver appointed over some or all of your assets, take or have any proceedings taken against you in bankruptcy or take or allow any steps to be taken for your winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by TexHawks) or anything similar to any of these events happens to you anywhere in the world;
 - 19.1.5 you fail in any respect fully and promptly to comply with any obligations to TexHawks under these Terms & Conditions or otherwise or if any of the representations or information supplied by you are or become inaccurate or misleading in any material respect;
 - 19.1.6 Any guarantee, indemnity, or security for your obligations is withdrawn or becomes defective, insufficient, or unenforceable in whole or in part;
 - 19.1.7 It becomes, or may become, unlawful for TexHawks to maintain or give effect to all or any of the obligations under these Terms & Conditions or otherwise to carry on its business or if TexHawks or you are requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or
 - 19.1.8 TexHawks considers it necessary to do so for its own protection.
- 19.2 If you become aware of the occurrence of any event referred to in clause 18.1 above, you shall notify TexHawks immediately.
- 19.3 If any event referred to in Clause 18.1 above takes place, TexHawks shall at its absolute discretion be entitled, but not obliged, to, and at your expense:
- 19.3.1 Immediately close Your Account;
 - 19.3.2 Close out any or all of your Contracts;
 - 19.3.3 Cover Positions by entering into further Contracts;
 - 19.3.4 Cancel any outstanding orders in order to close your Account;
 - 19.3.5 Convert any amount owed by you to TexHawks into the base currency of the client's account at any time on or after payment is due (until payment is received in full);
 - 19.3.6 Satisfy any obligation you may have to TexHawks out of any belonging to you in TexHawks' custody or control.
 - 19.3.7 Charge you with all the costs, expenses and losses incurred by TexHawks as a result of entering into, or closing out transactions pursuant to these Terms & Conditions; and
 - 19.3.8 To take any such action a reasonably prudent person would take in the circumstances;

20 Indemnity

- 20.1 You will indemnify and keep indemnified TexHawks and its employees, contractors, or agents from and against any cost, expense, claim, action, suit, loss, damage, or other amounts whatsoever arising out of any default, whether by act or omission, of you under these Terms & Conditions or anything lawfully done by TexHawks in accordance with these Terms & Conditions or by reason of TexHawks complying with any direction, request or requirement of an exchange or its clearing house or other regulatory authority.
- 20.2 TexHawks shall not be responsible or liable in any way for any delay or error in the transmission or execution of any dealing by it under these Terms & Conditions caused by you or any other third party, including but not limited to trading floor or exchange system operational failure or action, bank delay, postal delay, failure or delay of any fax or electronic transmission or delay caused by accident, emergency, or act of God.
- 20.3 No warranty is provided by TexHawks in relation to information or advice sourced from third parties, and all information provided by TexHawks to you is for your private use and is not to be communicated to any third party without the prior written consent of TexHawks.
- 20.4 TexHawks makes no representation or warranty as to the results of dealing in the Financial Products, and shall not be liable for any damage or loss suffered or incurred by you arising out of or in connection with any general advice, forecast, or opinion given to you in relation to price movements or Positions or to the likely profitability of any transaction.
- 20.5 These indemnities shall survive any termination of the client relationship.

21 Limitation of Liability

- 21.1 You declare you have read, understood, and accepted all of the terms and conditions outlined in these Terms & Conditions. You agree that when entering into a Financial Product transaction with TexHawks you are relying on your own judgment and, to the extent permitted by law, in the absence of negligence, fraud, or dishonesty by TexHawks or any of its employees, agents, and representatives in relation to TexHawks' activities as the holder of an FSC license, TexHawks shall bear no responsibility or liability of any kind whatsoever with respect to any general advice given or views expressed to you, whether or not the general advice or views expressed was as a result of a request by you, nor will TexHawks be liable in any respect of any losses incurred by you resulting from dealing in any product or products offered by TexHawks including CFDs, and Margin FX.
- 21.2 TexHawks will bear no liability whatsoever in respect of any private dealings, contracts, transactions, or relationships between you and any of TexHawks' employees or agents.
- 21.3 TexHawks shall bear no liability whatsoever in respect of any impact on you caused directly or indirectly by the issuance of any instructions by you to TexHawks.
- 21.4 In the absence of gross negligence, fraud, dishonesty, or misconduct by TexHawks or any of its employees, agents, and representatives and to the full extent of the law, TexHawks bears no responsibility or liability for any of your losses or damages whatsoever incurred as a result of any delay in transmitting or a failure to transmit funds caused by reasons outside the control of TexHawks or as a result of TexHawks' failure to execute orders in a timely manner or administer these Terms & Conditions in the manner contemplated by these Terms & Conditions for reasons beyond its control and, without limiting the indemnity in Clause 20, you indemnify and agree to keep TexHawks and its employees, agents, and representatives (for whom TexHawks acts as agent) indemnified and against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses, and other amounts whatsoever arising in respect of any such loss or damage. Reasons outside TexHawks' control may include but are not limited to, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes, or war.
- 21.5 TexHawks will not be liable for any losses or damages arising from or in connection with any CFD, Margin FX Contracts the result of any moratorium, suspension or delisting of any Underlying Asset, or any other occurrence in relation to a Relevant Exchange.
- 21.6 All such available exemptions and limitations of liability shall apply in respect of TexHawks' employees, officers, agents, and representatives.

22 Disputes

- 22.1 If a dispute arises between TexHawks and you relating to any transaction, your dispute will be dealt with in accordance to TexHawks internal dispute resolution procedure.
- 22.2 If a dispute arises between TexHawks and you relating to any transaction, TexHawks may close out or take any other action it considers appropriate in relation to the disputed transaction, without previously notifying and/or without having received instruction from you. TexHawks will try to notify you (verbally or in writing)

what action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action shall not be affected.

- 22.3 In an event when your dispute against TexHawks has been referred to a relevant forum for the settlement or disposal of the said dispute, you hereby authorise TexHawks to disclose such personal information and data about you (as defined by the Data Protection Act 2017) including, but not limited to, records of interactions between you and TexHawks as we at our absolute discretion deem appropriate or necessary to enable us to prosecute our case before such forum.

23 Closing your Account

- 23.1 Your Account may be closed and all agreements and transactions between you and TexHawks may be terminated at any time by either party giving 7 Business Days written notice to the other party.
- 23.2 Unless otherwise agreed in writing between the parties upon closing your Account, TexHawks will close out all of your Positions, at TexHawks' discretion.
- 23.3 In the event of your Account being closed, a Closing Notice must be provided by you in respect of all open Positions. Such notice must be provided within 5 Business Days of the closing date. Should you fail to unwind any open Position within the notice period, TexHawks reserves the right to close out Positions as if a Default Event had occurred in accordance with these Terms & Conditions.
- 23.4 Closing of your Account shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Terms & Conditions and will not relieve you of any obligations you may owe to TexHawks in accordance with these Terms & Conditions prior to its termination.
- 23.5 Rights under these Terms & Conditions can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Terms & Conditions. Failure to compel performance shall not be construed as a waiver.
- 23.6 If these Terms & Conditions are terminated, you acknowledge and agrees that all open Positions must be closed within 5 Business Days of the date of termination.

24 Self-Exclusion Policy

Self-exclusion refers to a scenario where you self-elect to prohibit yourself from the trading of products and services offered by TexHawks.

TexHawks has voluntarily adopted a self-exclusion policy.

Under the policy, TexHawks may also choose to invoke Self-Exclusion as it sees fit and at its absolute discretion. TexHawks may close any client account under circumstances which directly or indirectly indicate harm being caused to the client's wellbeing. Determinant to a client's wellbeing includes, but is not limited to, physical and psychological health and financial well-being. Exclusion may be for a period (time specific) or permanent.

If you wish to self-exclude, please contact your account manager.

25 General

- 25.1 TexHawks may amend the terms of these Terms & Conditions at any time by giving written notice to you. We will notify of you of any changes via email. You will be deemed to have accepted and agreed to the amendment/s unless you notify us of any objection. If you do object to the amendment/s, the amendment/s will not be binding on you, but your Account will be suspended and TexHawks will close your Account in accordance with clause 23. TexHawks will make changes for various reason, including but not limited to:
- 25.1.1 making our Terms & Conditions clearer and easier to understand;
 - 25.1.2 making our Terms & Conditions more favorable to you;
 - 25.1.3 providing for the introduction of new systems, services, changes in technology and products;
 - 25.1.4 rectifying any errors that may be discovered;
 - 25.1.5 complying with a change of applicable regulation or law.

- 25.2 If any of the provisions contained in these Terms & Conditions are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- 25.3 If a party fails to exercise or delays in exercising any right under these Terms & Conditions, by doing so it does not waive such right. The rights provided in these Terms & Conditions do not exclude other rights provided by law.
- 25.4 You may not assign or otherwise transfer your rights or obligations in respect of your Account as described under these Terms & Conditions or any transaction, without the express written consent of TexHawks.
- 25.5 We may electronically record telephone or internet conversations with you with or without an automatic tone warning device and use such recordings as evidence in any dispute or anticipated dispute with you or relating to dealings with you. You shall be permitted access to such tapes (where still held) after the date of the relevant telephone conversation and shall be liable to TexHawks for all reasonable costs in retrieving and providing such tape.
- 25.6 You acknowledge and agree that TexHawks is permitted to carry out an electronic database search and search credit reference agencies in order to verify your identity. TexHawks keep records of the contents and results of such searches in accordance with all current and applicable laws.
- 25.7 TexHawks reserves the right to collect such information as is necessary from you to meet its obligations under applicable its various legal and regulatory obligations including:
- 25.7.1 Financial Intelligence and Anti-Money Laundering Act;
 - 25.7.2 Code on the Prevention of Money Laundering and Terrorist Financing of March 2012 issued by the FSC;
 - 25.7.3 FATCA; and
 - 25.7.4 CRS.

TexHawks may pass on, including to government authorities, information collected from you for these purposes and relating to transactions as required by applicable laws and regulations and is under no obligation to inform you it has done so. TexHawks may undertake all such additional checks in relation to you (including sanction and Politically Exposed Persons lists) as deemed necessary or appropriate by TexHawks and reserves the right to take any action with regard thereto with no liability whatsoever, therefore.

- 25.8 You acknowledge and agree that TexHawks may be unable to provide the services outlined in these Terms & Conditions if you do not provide information requested under clause 24.7.
- 25.9 TexHawks reserves the right to provide all such information regarding you in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

26 Privacy

- 26.1 In order to provide you with these services, TexHawks needs to collect personal information or data about you and obtain your agreement in relation to the handling of such personal information. If you do not provide the requested information or agree to the information handling practices detailed in these Terms & Conditions, TexHawks may be unable to provide the services outlined in these Terms & Conditions to you.
- 26.2 You shall ensure that all information provided to TexHawks is always accurate and up to date. Any changes must be advised to TexHawks as soon as practicable.
- 26.3 TexHawks have systems and processes in place to address privacy requirements, refer to the TexHawks' Privacy Policy and our website for more information about TexHawks' information handling practices.
- 26.4 Personal information or data that you provide will be used for identity verification purposes in accordance with our legislative and regulatory obligations.
- 26.5 You authorize TexHawks to collect, use, store, or otherwise process any personal information or data which enables TexHawks to provide and/or improve its services. This may, on occasion, require the disclosure of personal information to our related entities, agents, and service providers, and to organizations located in countries which do not have comparable laws to protect your information.
- 26.6 You acknowledge and agree that TexHawks may use the services of third-party service providers, including its affiliates, to perform administrative tasks connected to handling and recording of your personal information and data. Such services may without limitation include the handling and recording of your documentation and details, the administration of your personal information and data in TexHawks Market's electronic system or

administrative tasks as TexHawks may require. According, you hereby authorize TexHawks to share or transfer, subject to the applicable laws, any of your personal information or data to such service provider.

- 26.7 You further authorize TexHawks to transfer and store, subject to the applicable laws, your personal information and data on third party servers, which may be located in a jurisdiction different from the place of incorporation of TexHawks.

27 TexHawks Does Not Provide Tax Advice

27.1 You agree and acknowledge that:

- 27.1.1 TexHawks does not provide taxation advice, or advice about Value Added Tax ("VAT") or Foreign Account Tax Compliance Act ("FATCA").
- 27.1.2 Your tax position when trading CFD's will depend on the individual circumstances and the trading strategies adopted.
- 27.1.3 TexHawks recommends you seek independent professional advice for obligations related to taxation, VAT or FATCA.
- 27.1.4 TexHawks may request you provide certain information if you fall within FATCA as per the Inter-Government Agreement between the Mauritian and US Government.
- 27.1.5 The US Internal Revenue Service ("IRS") mandate that holders of US equity derivatives (which include US Share CFDs) are taxed in accordance with Section 871(m) of the US Tax Code. This means TexHawks needs to withhold a tax for dividends that are paid on US Share CFDs.

28 Governing Law

These Terms & Conditions are governed by and construed in accordance with the laws of Mauritius and the parties submit to the exclusive jurisdiction of the courts and tribunals in that State.