

FXNX Global Markets Ltd - Client Agreement

Effective Date: Feb 8, 2025

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ IT IN ITS ENTIRETY BEFORE ACCEPTING.

PARTIES

This Client Agreement (the “**Agreement**”) is entered into by and between:

1. **FXNX Global Markets Ltd**, a company incorporated in Saint Lucia (Registration No. 2025-00128) with its registered office at Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia (hereinafter referred to as the “**Company**,” “**we**,” “**us**,” or “**our**”);

AND

2. **The individual or legal entity** who has completed the Account Opening Application and has been accepted by the Company as a client (hereinafter referred to as the “**Client**,” “**you**,” or “**your**”).

By completing the Account Opening Application and ticking the box to accept this Agreement, you enter into a legally binding contract with the Company on the terms and conditions set out herein.

SECTION 1: INTRODUCTION & SCOPE

1.1. **Scope of the Agreement:** This Agreement governs the relationship between the Company and the Client in relation to the opening and operation of a trading account (the



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“**Account**”) with the Company and the execution of all transactions for Contracts for Difference (“**CFDs**”) and other financial instruments offered by the Company.

1.2. Legal Framework: This Agreement must be read in conjunction with the **Terms of Service**, the **Risk Disclosure Statement**, the **Privacy Policy**, the **Order Execution Policy**, and any other legal documents or policies available on our website (collectively, the “**Operative Agreements**”). By accepting this Agreement, you also confirm that you have read, understood, and agree to be bound by all Operative Agreements.

1.3. Execution-Only Service: You acknowledge and agree that the Company provides an “execution-only” service. We do not provide investment, financial, legal, tax, or regulatory advice, nor do we offer any form of portfolio management. Any information, market analysis, signals, or research provided by the Company, including through the **NX AI Trading Assistant**, is for informational purposes only and does not constitute a personal recommendation or investment advice. You are solely responsible for all investment decisions and transactions made on your Account.

SECTION 2: COMMENCEMENT & CLIENT CLASSIFICATION

2.1. Commencement: This Agreement shall come into force and become legally binding upon the Client from the moment the Company confirms in writing that the Client’s Account has been successfully opened.

2.2. Client Classification: The Company will treat all Clients as **Retail Clients**, affording you the maximum level of protection under our governing regulations. You have the right to request a different categorization, but the Company is under no obligation to accept such a request.

SECTION 3: SERVICES & ACCOUNT OPERATION



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3.1. Services: Subject to the terms of this Agreement, the Company grants the Client the right to use its trading platform(s) (e.g., MetaTrader 5) to place orders for CFDs on underlying assets such as Forex, Metals, Indices, Cryptocurrencies, Energies, and Shares.

3.2. Account Opening: To use our Services, you must complete the account opening application form and provide all necessary identification documents as required by our Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures. You warrant that all information you provide is true, accurate, and complete.

3.3. NX One Account: The Company offers a single account type, the **NX One Account**, which provides all clients with access to the same premium features, including raw spreads and a dynamic commission structure based on the **NX Miles Loyalty Program**.

3.4. Account Security: You are solely responsible for maintaining the confidentiality and security of your Account login credentials. Any transaction placed using your credentials will be deemed a valid transaction placed by you. You must notify the Company immediately if you suspect any unauthorized use of your Account.

SECTION 4: ORDERS & EXECUTION

4.1. Placing Orders: Orders may only be placed through the Company's official trading platform(s). The Company is not obligated to accept orders placed by any other means (e.g., email, telephone).

4.2. Order Execution: The Company will take all sufficient steps to obtain the best possible result for its Clients when executing orders, in accordance with our Order Execution Policy. We derive our pricing from multiple top-tier liquidity providers to ensure competitive spreads.

4.3. Right to Refuse Orders: The Company reserves the right, at its sole discretion, to refuse, cancel, or limit any order without providing a reason. This may occur due to, but not limited to, abnormal market conditions, insufficient margin, or if the order is deemed to be part of an abusive trading strategy.

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4.4. Slippage: You acknowledge that due to market volatility and internet latency, the price at which an order is executed may differ from the price quoted at the time the order was placed. This is known as “slippage” and can be positive or negative.

SECTION 5: PRICING, COSTS, AND CLIENT FUNDS

5.1. Spreads: The Company offers variable, raw spreads starting from 0.0 pips. The spread is the difference between the Bid and Ask price and constitutes part of your trading cost.

5.2. Commissions: A commission is charged per lot traded. The commission rate is dynamic and depends on your tier in the **NX Miles Loyalty Program**, ranging from \$9/lot to \$1/lot. The applicable commission schedule is available on our website.

5.3. Swaps (Financing Charges): If you hold a position open overnight, a financing charge (swap) will be credited to or debited from your Account. The swap rates are determined by interbank interest rates and are available for viewing within the trading platform.

5.4. Client Funds: All funds deposited by the Client with the Company shall be treated as Client Money and will be held in segregated bank accounts, separate from the Company’s own operational funds, in accordance with applicable regulations.

5.5. Deposits and Withdrawals: Deposits and withdrawals must be made from/to an account or card registered in the Client’s name. The Company does not accept third-party payments. Processing times and any applicable fees for payment methods are detailed on our website.

5.6. Dividend Adjustments & Corporate Actions

Scope. Applies to cash **index CFDs** and **single-stock/ETF CFDs** on FXNX platforms. (Not FX, metals, commodities, crypto.)

Ex-Dividend timing. Positions **open at rollover (server time) spanning the ex-dividend date** are adjusted. For stocks/ETFs that is the business day before the market’s official ex-dividend date; for cash indices it is the index ex-dividend date from our liquidity providers.

Method:



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Stocks/ETFs: Long credited, short debited the **net dividend** (after any withholding tax).

Amount = Dividend per share × number of CFDs, converted to account currency at FXNX rollover rate.

Cash indices: Adjustment equals the **weighted sum of constituent dividends** provided by our LP. Longs credited; shorts debited.

Rounding to the nearest cent may apply. Applicable taxes/fees are deducted as required by law.

Corporate actions. Splits/reverse splits, rights/bonus issues, spin-offs, and similar events may result in **position size and/or price adjustments, cash adjustments, and/or temporary trading restrictions** (e.g., close-only). FXNX may suspend symbols where needed.

Corrections. FXNX may **revise or reverse** any credit/debit if the underlying market/LP updates, cancels, or corrects a corporate action/dividend.

Abuse. Dividend-capture or coordinated hedging abuse is prohibited. FXNX may **withhold, reverse, or adjust** credits/debits; **cancel trades**; and/or **restrict accounts** if abuse is suspected.

Interaction with bonuses. Dividend credits/debits post to **Balance**; they **do not convert Bonus Credit to Balance** and may trigger any applicable bonus risk rules.

Errors & force majeure. In case of pricing/server errors or force-majeure, FXNX may **void or rebook** adjustments to a fair state; **server time and records are final**.

No entitlement. Clients are **not shareholders** and hold **no voting/entitlement rights**; adjustments are contractual.

Ex-Dividend Application. The Company applies dividend adjustments when the underlying asset enters its ex-dividend phase. This applies to positions opened on the business day immediately preceding the official ex-dividend date or on the ex-dividend date and held through rollover and the dividend record/payout process; such positions will be credited (long) or debited (short) the net dividend as set out in this Section.

SECTION 6: MARGIN & LEVERAGE



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6.1. Leverage: The Company offers leverage of up to 1:500. Leverage allows you to open a larger position with a smaller amount of capital, but it magnifies both potential profits and potential losses. It is your responsibility to select an appropriate level of leverage for your risk appetite.

6.2. Margin: To open and maintain a position, you must have sufficient free equity in your Account to meet the margin requirement. The margin requirement is a percentage of the notional value of your position.

6.3. Margin Call: If the equity in your Account falls to **80%** of the margin required to maintain your open positions, you will receive a Margin Call notification on the trading platform. This is a warning that you are close to having your positions automatically closed.

6.4. Stop-Out Level: If your Account equity falls to **40%** of the required margin, the Company's systems will automatically begin to close your open positions, starting with the most unprofitable one, to prevent further losses. This is the **Stop-Out Level**. You acknowledge that it is your sole responsibility to monitor your Account equity and maintain sufficient margin to avoid a stop-out.

SECTION 7: REPRESENTATIONS & WARRANTIES

7.1. The Client represents and warrants that: a) You are of sound mind, legal age, and legal competence. b) You are not a resident of any of the jurisdictions restricted by the Company. c) You have read and fully understood the entirety of this Agreement and the associated Risk Disclosure Statement. d) The funds you deposit are not the proceeds of any criminal activity. e) You are acting as a principal and not on behalf of any third party. f) You will not engage in any form of market abuse, including but not limited to insider trading or latency arbitrage.

SECTION 8: EVENTS OF DEFAULT & TERMINATION

8.1. Events of Default: Any of the following shall constitute an "Event of Default": a) The Client's failure to make any payment or meet a margin call when due. b) A breach of any



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representation or warranty made by the Client. c) The Client's insolvency, bankruptcy, or death. d) Any action by the Client that the Company reasonably believes could harm the integrity of its systems or the market.

8.2. Company's Rights on Default: Upon an Event of Default, the Company is entitled, without prior notice, to take one or more of the following actions: a) Terminate this Agreement immediately. b) Close out any or all of the Client's open positions at current market prices. c) Debit the Client's Account for any amounts due to the Company. d) Consolidate any of your accounts and offset balances.

8.3. Termination: Either party may terminate this Agreement by providing the other party with written notice. Termination will not affect any rights or obligations that have already arisen, including the settlement of any outstanding transactions.

SECTION 9: GOVERNING LAW & JURISDICTION

9.1. Governing Law: This Agreement and all transactions between the Client and the Company are governed by the laws of **Saint Lucia**.

9.2. Jurisdiction: The parties irrevocably agree that the courts of **Saint Lucia** shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

SECTION 10: MISCELLANEOUS

10.1. Amendments: The Company reserves the right to amend this Agreement at any time by providing the Client with written notice. Such amendments will become effective on the date specified in the notice. Your continued use of the Services after this date will constitute your acceptance of the amendments.

10.2. Force Majeure: The Company shall not be liable for any failure to perform its obligations hereunder due to an event beyond its reasonable control, including but not

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limited to, market disruption, regulatory action, war, fire, or failure of communication or technology systems (a “**Force Majeure Event**”).

10.3. Entire Agreement: The Operative Agreements constitute the entire agreement between the parties and supersede all prior communications and proposals, whether electronic, oral, or written.

By proceeding with your account application, you confirm that you have read, understood, and agree to be bound by all the terms and conditions of this Client Agreement.

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