

CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”) is entered into between:

Xellion Ltd

Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia

(hereinafter referred to as the “Company” or “Broker”)

and the individual or entity opening an account with the Company (hereinafter referred to as the “Customer”).

By opening and operating a trading Account with the Company, the Customer agrees to be bound by the terms and conditions set forth in this Agreement.

1. DEFINITIONS

- **Account:** The trading account opened by the Customer with the Company.
- **Bet:** Any trade, order, or contract entered into by the Customer on the trading platform.
- **Company:** Xellion Ltd, the broker providing trading services under this Agreement.
- **Customer:** The individual or legal entity that opens and operates an Account.
- **Equity:** The total value of the Customer’s Account including unrealized profits and losses.
- **Initial Margin:** The funds required to open a position.
- **Maintenance Margin:** The minimum equity required to keep a position open.
- **Lot:** A standardized trading unit equal to 100,000 units of the base currency for Forex instruments, or as otherwise specified by the Company for other instruments.
- **MT5 Platform:** MetaTrader 5 electronic trading platform provided by the Company.

- **Margin Call:** Notification from the Company requiring the Customer to deposit additional funds to maintain open positions.
 - **Closing Level:** Price level at which the Company closes or liquidates a position.
 - **Inactive Account:** An Account with no login, trading, deposits, withdrawals, or other activity for a period of 90 consecutive calendar days.
 - **Inactivity Fee:** Fee charged monthly on Inactive Accounts as specified in Section 5.3.
 - **Force Majeure:** Circumstances beyond the Company's reasonable control including but not limited to natural disasters, wars, terrorism, strikes, system failures, or regulatory interventions.
 - **IB (Introducing Broker), AML (Anti-Money Laundering), and KYC (Know Your Customer)** definitions and policies are detailed in separate documents.
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2. ACCOUNT OPENING AND VERIFICATION

2.1 The Customer shall provide accurate, truthful, and complete information during Account registration and shall promptly update the Company in case of any changes.

2.2 The Company reserves the right, at its sole discretion, to accept or reject any Account application without providing reasons.

2.3 The Customer shall promptly submit all requested verification documents. Failure to do so may lead to Account suspension or termination.

2.4 The Company may request additional documents to comply with applicable laws and regulations, including AML and KYC procedures.

2.5 If the Customer fails to satisfactorily verify their identity or provide necessary documentation, the Company may refuse to open or may close the Account without liability.

3. TRADING TERMS AND CONDITIONS

3.1 All trading shall be conducted exclusively via the MT5 Platform.

3.2 The Company reserves the right to modify spreads, pricing, leverage, margin requirements, trading hours, and available instruments at any time without prior notice.

3.3 The standard Lot size for Forex instruments is 100,000 units of the base currency unless otherwise stated.

3.4 The Company may accept, partially accept, or reject any orders at its sole discretion.

3.5 The Company may, without liability, refuse or cancel any order, and may modify order parameters if deemed necessary.

3.6 The Customer acknowledges that prices provided may be delayed, erroneous, or subject to slippage, and accepts all associated risks.

3.7 The Company reserves the right to hedge or offset any Customer positions at any time without prior consent.

3.8 The Customer agrees not to engage in arbitrage, scalping, or any other trading strategies prohibited by the Company.

4. MARGIN REQUIREMENTS AND LIQUIDATION

4.1 The Customer must maintain margin requirements as established by the Company.

4.2 The Company may issue Margin Calls requiring immediate deposit of additional funds.

4.3 Failure to meet Margin Calls may result in immediate liquidation of positions at the Company's chosen price.

4.4 The Company reserves the right to close any or all open positions without prior notice to maintain Account equity above maintenance margin.

4.5 The Customer accepts all risks of margin trading and agrees that the Company shall not be liable for losses exceeding the Account balance.

5. FEES AND CHARGES

5.1 The Customer agrees to pay all fees, commissions, spreads, and other charges as set forth in the Company's current Fee Schedule.

5.2 The Company may amend fees and charges at any time upon notice posted on its website or sent to the Customer.

5.3 Inactivity Fee

- **If the Account remains inactive for 90 consecutive calendar days (no login, trades, deposits, withdrawals, or other activity), an Inactivity Fee of \$50 (or equivalent in Account currency) will be charged monthly.**
- **The fee will be deducted from the Account balance each month until the Account is reactivated or the balance reaches zero.**
- **The Company reserves the right to close any Account with zero or negative balance resulting from inactivity fees without prior notice or liability.**

5.4 The Company does not charge currency conversion fees. All third-party fees, bank charges, and intermediary costs shall be borne by the Customer.

6. MANIFEST ERROR

6.1 The Company reserves the right to void, adjust, or cancel any Bet affected by Manifest Error.

6.2 A Manifest Error is defined as an obvious and glaring error in prices or quotations apparent to a reasonable person.

6.3 The Customer agrees to repay any amounts wrongly credited due to Manifest Errors.

6.4 The Company shall not be liable for losses incurred due to Manifest Errors.

7. FORCE MAJEURE

7.1 The Company may suspend trading, modify terms, or close positions during Force Majeure events.

7.2 The Company shall not be liable for any losses or damages arising from Force Majeure.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES

8.1 The Customer represents and warrants that they understand the risks of trading, accept all associated risks, and have sufficient knowledge to trade.

8.2 The Customer agrees that all trading decisions are made independently and the Company provides no investment advice.

8.3 The Customer agrees to comply with all applicable laws and regulations.

9. RISK ACKNOWLEDGEMENT AND LIMITATION OF LIABILITY

9.1 Trading leveraged products involves substantial risk and may result in loss of the entire Account balance.

9.2 The Company shall not be liable for any losses, damages, or expenses incurred by the Customer.

9.3 The Customer agrees to indemnify and hold harmless the Company against any claims related to trading activities.

10. ACCOUNT CLOSURE AND TERMINATION

10.1 The Customer may close their Account at any time by notifying the Company and withdrawing all funds.

10.2 The Company may suspend or close Accounts at any time for any reason including but not limited to breach of this Agreement, inactivity, or suspicion of fraudulent activity.

10.3 Upon Account closure, all open positions will be closed at the Company's discretion.

11. COMMUNICATIONS

11.1 The Customer agrees to receive communications from the Company electronically via email or platform messaging.

11.2 The Company may record all telephone and electronic communications for quality and compliance purposes.

12. AMENDMENTS

12.1 The Company reserves the right to amend this Agreement at any time by posting updated terms on its website or notifying the Customer by email.

12.2 Continued use of the Account after amendments constitutes acceptance of the new terms.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by the laws of Saint Lucia.

13.2 Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Saint Lucia.

14. ENTIRE AGREEMENT

14.1 This Agreement, together with any documents referred to herein, constitutes the entire agreement between the Customer and the Company.

IN WITNESS WHEREOF, by opening and operating an Account with Xellion Ltd, the Customer agrees to all terms stated above.