DXY Limited is incorporated under the International Business Company's Act, Cap 12.14 of Saint Lucia (IBC Act) with Registration Number 2024-00263. Our registered address is at Ground Floor, The Sotheby Building, Rodney Bay, Gros-Islet, P.O. Box 838, Castries, Saint Lucia. Our email address is: info@DXY.com.

TERMS AND CONDITIONS

IMPORTANT NOTICES: PLEASE READ CAREFULLY. DXY LIMITED PROVIDES AN EXECUTION-ONLY SERVICE UNDER THESE TERMS AND CONDITIONS. FOREX AND CFDS ARE COMPLEX INSTRUMENTS. THEY COME WITH A HIGH RISK OF LOSING MONEY RAPIDLY DUE TO LEVERAGE. YOU SHOULD CONSIDER WHETHER YOU UNDERSTAND HOW FOREX AND CFDS WORK, AND WHETHER YOU CAN AFFORD TO INCUR LOSSES AND HAVE THE APPROPRIATE RISK APPETITE. A USEFUL EXPLANATION OF THE RISKS ASSOCIATED WITH OUR TRANSACTIONS IS SET OUT IN THE RISK WARNING DISCLOSURE AVAILABLE ON OUR WEBSITE. YOU SHOULD ENSURE YOU FULLY UNDERSTAND SUCH RISKS BEFORE OPENING OR CLOSING A POSITION WITH US.

IMPORTANT SUMMARY

This summary outlines key terms governing our Services' contract between you and us. It's vital to note that these terms are not exhaustive, and you should read the full document before acceptance.

Availability of Terms: The contract terms, subject to amendments, are accessible on our website.

Suitability and Risks: Trading our Products requires the capacity to endure a 100% loss and a high-risk tolerance. Understand the fluctuating nature of underlying financial instruments and seek independent advice if necessary.

Leverage and Risk: Our leveraged Products entail higher risk compared to direct investments. Not all clients may find them suitable. Detailed risks are outlined in our Risk Warning Disclosure.

No Ownership Interest: Trading our Products does not grant ownership rights to the underlying financial instruments. Positions are notional and non-transferable.

Execution-only Service: We offer execution-only service, without advice or management. You are solely responsible for your decisions or may seek guidance from independent advisors.

Personal Responsibility: You act as principal, not as an agent for others. Any activity conducted on behalf of another party is not recognized, and we reserve the right to terminate the agreement.

Complaints Handling: We have internal procedures for addressing complaints promptly and fairly. Contact us in writing to raise a complaint, and we aim to resolve it within forty days.

Market Abuse: Trading with us is subject to market abuse regulations. Engaging in improper trading may lead to cancellation of positions, account closure, termination of terms, or other appropriate actions.

This summary serves as a guide to important aspects of our relationship. For a comprehensive understanding, review the full terms before acceptance.

SECTION 1: OPENING ACCOUNT 1.1 Acceptance of Client

1.1.1 Upon submission of an application to utilize our services ("Services"), you undergo a client onboarding process. We retain the sole discretion to accept or decline your application without providing justification.

1.2 Relationship Agreement

1.2.1 Your relationship with us is governed by the following: these Terms, Policies, and the application form submitted for our Services.

1.2.2 The amalgamation of these Terms, your application form, and the Policies constitutes our client agreement ("Client Agreement"). These documents supersede any prior agreements concerning our Services. It is imperative that you review and comprehend the terms outlined in the Client Agreement. The most current version of these Terms will be accessible on our website.

1.2.3 These Terms become effective upon your agreement or upon the opening of your Account, whichever occurs later. The Terms remain in force until terminated in accordance with Section 8 (Event of default and termination).

1.3 Client Classification

1.3.1 We are obligated to classify you as an Ordinary Investor, Professional Investor, or Counterparty. We may request specific information during this classification process, and upon completion, we will inform you of your classification. You are required to provide annual declarations confirming that your classification data remains unchanged. Any changes to such data must be promptly communicated to us.

1.3.2 Eligibility determines whether you are categorized as a Professional Investor or Counterparty. You may only fall into one category. If you are ineligible for Professional Investor or Counterparty classification, you will be classified as an Ordinary Investor. Exceptions may be made to reclassify you as an Ordinary Investor upon request, if previously classified as a Professional Client or Counterparty.

1.3.3 If classified as a Professional Investor, you must promptly notify us if you no longer meet the conditions to be a Professional Investor as outlined by the IBC Act under the laws of Saint Lucia.

1.3.4 Understand that if categorized as a Professional Investor or Counterparty, certain protections applicable to Ordinary Investors may not be provided pursuant to Applicable Regulations.

1.4 KYC and CDD Checks

1.4.1 Before opening your Account and periodically thereafter, we conduct or update Know Your Customer (KYC) and Customer Due Diligence (CDD) checks in accordance with Applicable Regulations and our internal Policies. You agree to promptly provide all requested information.

1.4.2 You acknowledge and agree that we may utilize various organizations, including but not limited to LexisNexis and Refinitiv, to verify the information provided by you.

1.5 Non-Responsibility for Introducing Party Actions

If you are introduced to us by a third party ("Introducing Party"), you acknowledge and agree to the following:

(a) Our responsibility is limited to our execution-only Services.

(b) We bear no responsibility or obligation, and provide no warranty, representation, or endorsement regarding the actions or statements of an Introducing Party.

(c) We are not obliged to verify the legal or regulatory status of an Introducing Party.

(d) You understand that we may compensate Introducing Parties for their involvement in your trading activities, which may include commissions, mark-ups, mark-downs, or other agreed forms of remuneration.

(e) Unless stated otherwise in writing: (i) An Introducing Party operates independently. (ii) An Introducing Party is not our agent, representative, or Affiliate. (iii) An Introducing Party is not authorized to make representations or statements on behalf of us or our Affiliates regarding our Services.

1.6 Operating your Account through an Authorised Third Party

1.6.1 In order to appoint an Authorised Third Party, an appointment letter and limited power of attorney, in the form acceptable to us and in accordance with the IBC Act under the laws of Saint Lucia. will be signed by you addressed to the Authorised Third Party and us. Such appointment letter and limited power of attorney will form part of these Terms.

1.6.2 Where you decide to appoint an Authorised Third Party to manage or operate your Account, you do so at your own risk.

You will remain liable for an act or omission by an Authorised Third Party. We will rely on Orders or other instructions given to us by the Authorised Third Party, and we will accept and act on such Orders or other instructions in good faith and without further enquiry or further monitoring of the Authorised Third Party’s compliance with instructions relating to the application of trading or investment strategies.

1.7 Account Security

1.7.1 It is your responsibility to keep your Security Information confidential.

1.7.2 Other than when you securely access your Account, we, including our employees, associates, directors, agents and Affiliates, will never ask you for your

Security Information. We will never ask you for your username or password and you should not share such Security Information with another person. You agree that you will not disclose your Security Information to another person.

SECTION 2: OUR ACTIVITIES AND SERVICES 2.1 Our Business Model

2.1.1 Execution-Only Basis: Our dealings are strictly on an execution-only basis, devoid of advisory or management services. We do not provide advice on Position merits, fund deposit or withdrawal timing or amount, or tax implications.

2.1.2 Straight Through Processing Broker: We operate as a straight through processing broker, quoting prices sourced electronically from Liquidity Providers. These quotes, subject to clause 2.1.3, represent dealable prices.

2.1.3 Quotes Not Binding Offers: Any quote provided is indicative and does not constitute an offer to open or close a Position. A Position is only opened at the quoted price upon acceptance of an Order.

2.1.4 Non-Reliance: We are prohibited from providing: (a) Advice on Position merits; (b) Recommendations on open Positions; or (c) Investment, legal, regulatory, accounting, tax, or other advice regarding a Position.

You should not construe any opinion, research, or analysis by us or our Affiliates as Position advice or recommendation.

2.1.5 Information Disclaimer: During our Service provision, we may, at our discretion, provide: (a) Information regarding Positions, including procedures, risks, and risk mitigation methods; (b) Market views, trading ideas, or other information about our Products and Services.

We make no representations on Position merits, risks, or appropriateness. Information provided is not a recommendation or comprehensive assessment. You should not view any information or statement, including about our Products and Services, as investment advice.

However, if an employee makes a statement regarding a Position, Product, or market, you acknowledge that it is not investment advice or a recommendation.

2.1.6 Independent Appraisal: By placing Orders or opening/closing Positions, you affirm that you've independently assessed associated risks, possessing adequate knowledge, market sophistication, experience, or have sought professional advice.

2.1.7 No Fiduciary Duty: Unless expressly agreed in writing, no fiduciary or equitable duties arise from our Service provision. These Terms do not establish a fiduciary, trustee, agency, joint venture, or partnership relationship.

2.2 Investment Services

We offer brokerage trading in over-the-counter derivatives and spot market currencies.

2.3 Products

Our Website will list our Products, but offering to you is subject to our Policies and discretion.

2.4 Communications on Products and Services

We may contact you to discuss our Services and Products without invitation. This may include general trading recommendations, market commentary, or other information via various means. Our contact does not imply suitability or personal recommendation.

SECTION 3: PLACING AN ORDER

3.1 Overview

3.1.1 Position Initiation: You may commence or conclude a Position with us (either as a "buy" or a "sell") by placing an Order at the quoted price.

3.1.2 Quote Basis: A quote is based on either: (a) The bid and offer price of the relevant instrument on the Underlying Market; or (b) The bid and offer price quoted on the Platform. Our provided quote is valid only at the time of provision and is subject to change due to market conditions and our quoted price fluctuations.

3.2 Placing an Order

3.2.1 Electronic Order Placement: You may electronically place an Order through the Platform, unless notified otherwise.

3.2.2 Order Execution: We act upon received Orders only, disclaiming liability for loss or damage due to delayed or non-receipt of an Order.

3.3 Right not to Accept an Order

We reserve the right to decline an Order without obligation to provide a reason. Prompt notification of declined Orders will be provided, subject to Applicable Regulations, but we bear no liability for expenses, losses, or damages resulting from failure to notify.

3.4 Amending an Order

An Order may only be withdrawn or amended with our consent once issued.

3.5 Cancellation of an Order

An Order may be cancelled only if not acted upon by us.

3.6 Order Handling

3.6.1 Order Execution Policy: (a) We execute Orders per our Order Execution Policy, accessible on our Website and deemed integral to these Terms upon your acceptance. (b) We endeavor to execute Orders promptly, but cannot guarantee execution or adherence to your instructions. Orders are executed during relevant Market hours, with Orders outside such hours processed upon the Market's next

opening. This may result in less favorable prices, with which you agree we bear no liability.

3.6.2 Order Aggregation: We reserve the right to aggregate your Order with others, possibly affecting the executed price. You acknowledge and absolve us of liability for such outcomes.

3.7 Authority

3.7.1 Order Authorization: (a) You authorize Order issuance through authorized channels like the Platform, live chat, or specified communication mediums. (b) You agree to hold us harmless for losses resulting from acting upon your instructions, Orders, or information.

3.7.2 Risk and Indemnity: (a) You bear all risks associated with Orders on the Platform, indemnifying us against losses arising from unauthorized or fraudulent Orders. (b) You indemnify us against liabilities arising from our acting upon, delaying, or refusing to act upon Orders, instructions, or information.

3.8 Control of an Order

We reserve the right to set and modify limits or parameters controlling Order placement, subject to Applicable Regulations and Policies.

3.9 Position Limits

Market or Underlying Market limits may apply to your Positions, and we may enforce such limits by closing Positions as necessary.

3.10 Trading Relationship

Our trading relationship with you is governed by Market terms, Applicable Regulations, and agreed terms.

3.11 Market Action

We may take actions deemed necessary in response to Market actions affecting Positions, and such actions are binding upon you.

3.12 Governmental Action

We may act in response to governmental actions affecting our relationship with you or Positions, subject to our discretion.

3.13 Confirmations and Account Statements

Subject to Position terms, daily confirmations detailing opened or closed Positions will be provided, along with electronic Account Statements. Your prompt review of these documents is essential.

3.14 Market Abuse and Conduct

We reserve the right to take action against Market Abuse, including voiding Positions, suspending or terminating Accounts, and other appropriate measures.

3.15 Anti-Money Laundering
You agree to promptly present compliance with required information pertaining to AML regulations and undertake not to engage in unlawful activities. We may cease operations without explanation if required by anti-money laundering legislation.

3.16 Inactive Accounts
We define dormant or inactive Accounts based on specified criteria and may notify you accordingly. Reactivation or closure steps are required within a given timeframe, or we may deactivate your Account.

SECTION 4: EQUITY, MARGIN AND LEVERAGE 4.1 Equity, Margin and Free Margin
4.1.1 Account Balance: Your Account balance consists of realized profit or loss, with profit or loss realized upon closing an open Position. Equity refers to the total of your Balance and unrealized profit or loss on open Positions.

4.1.2 Margin Definition: Margin represents the portion of your Equity utilized to open Positions and is not deducted from Equity calculations.

4.1.3 Margin Usage: Margin cannot be used to open new Positions or withdrawn from your Account.

4.1.4 Free Margin: The portion of Equity not utilized as Margin is termed Free Margin, available for new Positions or withdrawals.

4.1.5 Margin Requirements: You commit to maintaining Margin requirements for your Positions at all times, with us determining requirements based on factors including regulations, Equity, Balance, trading history, and market volatility. Our determination of Margin requirements is final.

4.2 Margin Calls and Auto Stop-Out
4.2.1 Margin Call: If Equity falls below your Margin, a Margin Call occurs.

4.2.2 Auto Stop-Out: If Equity reaches or falls below a specified percentage of Margin, an automated stop-out triggers closure of some or all open Positions to restore Equity above the required level.

4.2.3 Response to Margin Call: To restore Equity above Margin, you may close open Positions, deposit funds, or a combination of both.

4.2.4 Notification and Responsibility: We will promptly notify you of Margin Calls unless you opt out, but monitoring and maintaining sufficient Equity are your responsibility. You should ensure adequate Free Margin or reduce open Positions to meet Margin requirements.

4.3 Leverage
4.3.1 Definition: Leverage enables opening Positions with a value exceeding Margin, with us financing the balance.

4.3.2 Ratio and Usage: Leverage is expressed as a ratio, indicating the amount of Position relative to Margin. Higher leverage ratios require less Margin to open Positions.

4.3.3 Margin Calculation: Margin is calculated as a percentage of the Position's notional value, determined by us and subject to change based on market conditions.

4.3.4 Leverage Changes: We reserve the right to adjust Product or Account leverage at our discretion, providing reasonable notice where feasible. Changes may occur due to market conditions, default events, risk assessments, or increased volatility.

SECTION 5: CHARGES AND PAYMENTS 5.1 Payments

Unless explicitly stated otherwise, all payments and obligations owed to us under these Terms are due immediately and must be remitted in the currency specified by us at the relevant time. Payments and obligations shall be made by you without any deduction or withholding and shall exclude VAT.

We retain the right to offset any payments or obligations owed to us under these Terms against funds held in your Account.

5.2 Calculations

Unless otherwise specified, for calculation purposes herein, we reserve the right to convert amounts denominated in one currency into another currency as designated by us at the prevailing exchange rate selected by us at the time of calculation.

SECTION 6: CLIENT MONEY 6.1 Client Money Requirements

6.1.1 You acknowledge that any funds belonging to you, held by us in each Account (referred to as "Client Money"), will be maintained in our designated client money account. Client Money shall be segregated from our own assets.

6.1.2 You consent to the placement of your funds in our designated Client Money account in a currency different from the currency used to establish your Account. Such Client Money shall be of at least equivalent value and compliant with Applicable Regulations.

6.1.3 No interest shall accrue on Client Money.

6.1.4 While we retain responsibility for handling Client Money, certain operational functions concerning payment processing may be outsourced.

6.1.5 Deposits and withdrawals shall be governed by the relevant Policy and Applicable Regulations.

SECTION 7: REPRESENTATIONS, WARRANTIES AND COVENANTS 7.1 Representations, Warranties, and Covenants

7.1.1 You hereby represent, warrant, and covenant to us, effective as of the date these Terms become effective, and on each subsequent date of Order placement, as well as on the date of each Position's opening or closure, that:

a) You possess full legal capacity to enter into these Terms and are not subject to any law or regulation preventing your adherence to or performance of an obligation under these Terms.
b) Your entry into these Terms serves valid commercial purposes.
c) You possess all necessary authority, power, consent, license, and authorization, and have taken all requisite action, to lawfully enter into, execute, and fulfill your obligations under these Terms.
d) You are duly authorized to enter into these Terms and effect each Position.
e) These Terms and the terms of each Position are binding upon you, enforceable against you, and not contrary to any applicable law, regulation, order, judgment, contractual restriction, or charge affecting you or your assets.
f) In requesting us to open or close out a Position, you have independently appraised and investigated the risks associated with such action and Position, or have sought independent professional advice, and possess sufficient knowledge and experience to do so, assuming the risks involved.
g) You act as the principal and sole beneficial owner in entering into these Terms and each Position, and we do not serve as a fiduciary or adviser to you regarding that Position.
h) You will furnish us with accurate and non-misleading information concerning your financial position, domicile, or any other information requested. You will promptly notify us of any changes to such information.
i) You are willing and financially capable of bearing a total loss of funds, and the trading of such Product aligns with your investment objectives.
j) You are the sole beneficial owner of the Equity transferred under these Terms.
k) You are in compliance with all Applicable Regulations, including tax laws, exchange control requirements, and registration requirements, and will take all reasonable steps to comply with such regulations concerning these Terms and each Position.
l) If you are a company, you are lawfully incorporated and validly existing under the laws of your jurisdiction of incorporation.
m) If you are a company, you possess the authority to own assets and conduct business as currently undertaken.
n) You will consistently obtain and adhere to all necessary governmental or other authority approvals and authorizations referred to in this Section 7, and will make reasonable efforts to obtain any future authorizations that may be necessary.
o) You will promptly inform us of any actual or likely event of default concerning yourself in connection with these Terms.
p) You will furnish us with any information or documents reasonably required to evidence the matters referenced in this Section 7 or to comply with Applicable Regulations.

SECTION 8: EVENT OF DEFAULT AND TERMINATION 8.1 Termination

8.1.1 Either party may, unless otherwise required by Applicable Regulations, terminate these Terms (and the relationship between us) without cause and without judicial order, upon giving ten Business Days' prior written notice.

The following circumstances shall constitute an event of default, entitling us to terminate these Terms without the need for a court order, upon giving five Business Days' prior notice, provided that the breach remains unremedied:

(a) Breach of Terms: Failure to comply with or perform obligations under these Terms, including but not limited to the obligation to make payment of Margin or dues.
(b) Repudiation of Terms: Disavowal, repudiation, or challenge to the validity of these Terms, either in whole or in part.
(c) Non-compliance: Failure to adhere to or comply with representations, warranties, or covenants made under these Terms.
(d) Default under Another Agreement: Default under an agreement with us or our Affiliates, or challenge to the validity of such agreement.
(e) Cross-Default: Default or similar condition under one or more agreements related to borrowed money, resulting in such indebtedness becoming due and payable.
(f) Manifest Error: Determination by us of an error or lack of clarity in pricing or information sources.
(g) Force Majeure: Occurrence of a Force Majeure event as defined in clause 9.4, which may lead to termination.
(h) Insufficient KYC or CDD: Inability or unwillingness to complete Know Your Customer (KYC) or Customer Due Diligence (CDD) requirements to our satisfaction or as mandated by Applicable Regulations.
(i) Merger: Consolidation, amalgamation, merger, or transfer of assets to another entity.

8.1.3 Notwithstanding the above, if the event of default persists or materially affects these Terms, termination shall be immediate, without notice or court order.

8.1.4 The following circumstances shall automatically terminate these Terms immediately, without notice or court order:

(a) Insolvency, Bankruptcy, or Death: Insolvency, dissolution, bankruptcy, or death.
(b) Improper Trading Activity or Violation of Regulations: Engagement in improper, unlawful, or unfair trading activity, or violation of Applicable Regulations.
(c) Material Adverse Effect: Occurrence of an action or event with a material adverse effect on your ability to perform obligations under these Terms. (d) Illegality: Determination that compliance with these Terms becomes unlawful under Applicable Regulations.
(e) Market Disruption: Reasonable belief that circumstances exist or will exist, leading to suspension or impairment of access to underlying liquidity. (f) Delisting: Cease of listing, trading, or quoting of the Product on the Underlying Market.

(g) Change in Applicable Regulations: Changes making compliance commercially unfeasible or resulting in non-compliance.
(h) Straight Through Processing Disruption: Inability to establish transactions to facilitate instruction execution.
(i) Tax Event: Event resulting in additional tax payments or deductions on payments under these Terms.

8.2 Liquidation Date
8.2.1 Upon termination according to clause 8.1.1, an event of default under 8.1.2, or a termination event under 8.1.3, we shall specify a liquidation date for termination and liquidation of open Positions.

8.2.2 The liquidation date shall be determined by us, even in cases of insolvency.

8.3 Payment
Until a liquidation date is set or passes, withdrawal requests may not be honored if an event of default persists. We reserve the right to set-off any amounts owing to us.

8.4 Additional Rights
Rights under this section are in addition to other rights we may have.

8.5 Application of Netting
This Event of Default and Termination applies to all Positions entered into after these Terms take effect.

8.6 Rights Following Event of Default
Upon an event of default, we may close out Positions or take other actions without notice and terminate these Terms.

8.7 Consequences of Termination
Upon termination, all amounts owed become due, including fees, expenses, and losses incurred.

8.8 Death
Upon notification of your death, we shall close all open Positions and transfer Equity according to our payment terms.

8.9 Survival
Sections 9 and 10 shall survive termination.

8.10 Existing Rights
Termination shall not affect rights regarding initiated services or existing commitments.

SECTION 9: EXCLUSIONS, LIMITATIONS AND INDEMNITY 9.1 General Exclusion

9.1.1 Subject to Applicable Regulations, neither we nor our directors, officers, employees, agents, representatives, or Affiliates (including their directors, officers, employees, agents, or representatives) shall be liable for any loss, damage, cost, or expense suffered or incurred by you, directly or indirectly related to these Terms or the closure of your open Positions on a liquidation date or any date determined by us, whether due to gross negligence, breach of contract, misrepresentation, or otherwise, except in cases of fraud.

9.1.2 Our liability shall not include special damages, loss of profit, goodwill, or business opportunity, arising under or in connection with these Terms, regardless of negligence, breach of contract, misrepresentation, or otherwise, including errors in instructions given by you or on your behalf.

9.1.3 Our liability for death or personal injury resulting from negligence shall not be limited by these Terms.

9.1.4 This general exclusion shall remain effective even after termination of these Terms.

9.2 Tax Implications

We do not accept liability for any adverse tax implications resulting from a Position.

9.3 Changes in the Market

We do not accept liability for any delay or change in market conditions before executing instructions related to a Position.

9.4 Force Majeure

9.4.1 We shall not be liable to you for the delayed, partial, or complete nonperformance of our obligations due to Force Majeure. However, our duty or liability to you under Applicable Regulations shall not be excluded or restricted.

9.4.2 We shall make reasonable efforts to resolve Force Majeure events and resume performance as soon as practicable.

9.5 Indemnity

9.5.1 You shall pay us sums required to satisfy a debit balance on your Account. Additionally, you shall indemnify us against any loss, liability, cost, expense, tax, impost, or levy incurred by us or our Affiliates due to your Accounts, a Position, misrepresentation, or breach of your obligations under these Terms.

9.5.2 This indemnity provision does not exclude or restrict our duties or liabilities under the IBC Act of the laws of Saint Lucia.

9.6 No Reliance

You acknowledge that you have not relied on representations other than those expressly set out in these Terms, and we shall not be liable for any representation not explicitly stated herein.

SECTION 10: DATA PROTECTION 10.1 Data Protection

10.1.1 In the course of delivering our Services, it is probable that we will collect and utilize data concerning individuals ("Personal Data"). This Personal Data may pertain to individuals ("Data Subjects") who are customers of ours, their spouse or civil partner, or other relatives.

10.1.2 We adhere to the relevant Regulations on data protection, governing the usage of Personal Data. Personal Data will not be retained longer than necessary and will only be kept to fulfill our legal and regulatory obligations or our Policies.

10.1.3 If you are a European national or resident, we process and use your personal data in accordance with European Data Protection Law. Please consult our Privacy and Security Policy to comprehend how we process and use your personal data. In case of any conflict between these Terms and the Privacy and Security Policy the Privacy and Security Policy will prevail.

10.1.4 Unless otherwise instructed and subject to Applicable Regulations, we will use Personal Data for the following purposes, as required to provide our Services: (a) for Service provision, debt recovery, fraud prevention, or money laundering; (b) for disclosure to regulatory authorities, stock exchanges, clearing-houses, service providers assisting us with anti-fraud and anti-money laundering controls, statutory and governmental bodies, our agents, and contractors for Service provision purposes, and as ordered by a competent court; (c) for analysis to send marketing information about us or our Products and Services to the individual Data Subject. To opt out of receiving marketing information, please notify us in writing. (d) to contact a Data Subject via email, SMS, or telephone for the same purposes or for Service provision purposes; and (e) to share Personal Data with our Affiliates and business partners for the aforementioned purposes.

10.1.5 To deliver our Services, we may need to transfer Personal Data internationally to our Affiliates, in countries that may lack equivalent data protection legislation.

10.1.6 By agreeing to these Terms, you consent to the processing of your Personal Data. If you provide us with data concerning other individuals, you confirm that, regarding each Data Subject whose Personal Data you provide to us, you have obtained their explicit consent for our use of their Personal Data for the described purposes and can demonstrate this upon request.

10.1.7 A Data Subject whose Personal Data we hold can request a copy of their information or correction of inaccurate information by contacting us in writing. We reserve the right to charge an administration fee for this service and to request appropriate proof of identity.

10.2 Regulatory Reporting

Under Applicable Regulations, we may be required to disclose information about certain Positions publicly. You acknowledge and agree that all proprietary rights in information relating to such Positions are owned by us, and you waive any duty of confidentiality regarding the disclosed information.

10.3 Reporting Obligations

We may provide you with regular reports on the performance of our Services in compliance with Applicable Regulations. These reports may be included in periodic communications to you, considering the type and complexity of the investments involved and the nature of the Services provided, and will, where applicable, include associated costs and charges.

SECTION 11: MISCELLANEOUS AND GOVERNING LAW

11.1 Language

11.1.1 These Terms are provided to you in English, and we will continue to communicate with you in English (as requested by you) throughout the term of these Terms. You may receive documents and other information about us in English and other languages. If a document is translated into another language, the English version will prevail in case of a conflict or inconsistency.

11.2 Applicable Regulations

11.2.1 These Terms are subject to Applicable Regulations, which are binding on both parties.

11.2.2 Nothing in these Terms excludes or restricts any obligation we have to you under Applicable Regulations.

11.2.3 We may take or omit any action we deem necessary to ensure compliance with Applicable Regulations. Actions taken or not taken for compliance with Applicable Regulations will not render us or our affiliates liable.

11.3 Amendments

11.3.1 We reserve the right to amend these Terms at our sole discretion by posting the amended and restated Terms on our Website. We will notify you in writing of such amendments, and we may require your express consent to continue providing our Services. Any amendment requiring your consent will come into effect upon your agreement. Amendments will not affect outstanding Orders, open Positions, or legal rights or obligations unless otherwise agreed.

11.3.2 We may also amend these Terms to comply with Applicable Regulations and/or the IBC Act of Saint Lucia’s requirements. If amended for this reason, we will provide written notice to you within 30 calendar days, specifying the effective date.

11.4 Notices

Unless otherwise agreed, all notices, instructions, and communications from us will be sent to the email address registered with us and will take effect upon dispatch. You must notify us of any change to your contact details promptly.

11.5 Communications with us
You may communicate with us in writing, through email, or orally (including by telephone). Our contact details are as follows:

Address:
Telephone Number:
Email Address: [Your relationship manager's email address or info@DXY.com]
Our Website: www.DXY.com

11.6 Electronic Communications
11.6.1 Communications using electronic signatures are binding. Orders or instructions given electronically constitute evidence of such Orders or instructions.

11.6.2 Acceptance of these Terms or other documents electronically constitutes your acceptance of these Terms and other documents.

11.7 Policies
11.7.1 All Policies are part of the Client Agreement. By accepting these Terms, you confirm that you have read and understood the Policies and accept them.

11.7.2 We may amend the Policies at our discretion, and your expressed consent may be required to continue providing our Services. Amendments will be reflected in the available version of the Policy on our Website.

11.8 Complaints Procedure
11.8.1 We have internal procedures for handling complaints fairly and promptly in accordance with our Complaints Handling Policy. You may submit a complaint to us by letter, telephone, email, or in person.

11.8.2 Written complaints should be addressed to the Compliance Manager at (ADDRESS), or sent by email to info@DXY.com.

11.9 Conflicts of Interest
11.9.1 Our Conflicts of Interest Policy outlines the circumstances and procedures regarding conflicts of interest. By accepting these Terms, you consent to the Conflicts of Interest Policy.

11.9.2 A copy of our Conflicts of Interest Policy is available on our Website.

11.10 Entire Agreement
11.10.1 These Terms replace any previous agreements between us and represent the entire terms of our trading relationship unless otherwise provided.

11.10.2 These Terms, the terms applicable to each Position, and any amendments constitute a single agreement between us.

11.11 Assignment
11.11.1 These Terms are binding on both parties and their successors and assignees. You may not assign your rights or obligations under these Terms without our prior written consent.

11.11.2 We may delegate our obligations to an appropriate third party without affecting our obligations under these Terms.

11.12 Joint and Several Liability

If you consist of a partnership or multiple individuals, your liability under these Terms will be joint and several with the other party/parties involved. In the event of death, bankruptcy, winding-up, or dissolution of any party, the obligations and rights of the remaining parties under these Terms shall remain fully enforceable.

11.13 Confidentiality 11.13.1

Both parties agree:

(a) to make best efforts to keep all confidential information confidential, and to ensure that their respective officers, employees, agents, and advisors also maintain confidentiality;

(b) not to disclose, sell, transfer, or otherwise dispose of confidential information, either wholly or partially, to any third party; and

(c) not to utilize confidential information for purposes other than those contemplated under these Terms.

11.13.2 The confidentiality obligations outlined in Clause 11.13 do not apply to:

(a) information that becomes publicly available through means other than a breach of confidentiality;

(b) disclosures necessary to provide the Services, subject to Applicable Regulations; and

(c) disclosures required by law, court order, governmental authority, or binding legal judgment.

11.14 Rights and Remedies
The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Regulations. We are not obligated to exercise any particular right or remedy, and failure or delay in exercising any right does not waive that right. No single exercise of a right or remedy will prevent further exercise of that right or any other right.

11.15 Set-Off
We reserve the right, without notice, to set off any amounts owed to us from your Account, whether present or future. You agree not to exercise a right of set-off against amounts owed to us under these Terms. Our rights under this clause are without prejudice to any other rights we may have.

11.16 Partial Invalidity
If any provision of these Terms becomes illegal, invalid, or unenforceable under Applicable Regulations, the legality, validity, or enforceability of the remaining provisions will not be affected. Additionally, the legality, validity, or enforceability of the provision in question under the law of another jurisdiction will remain intact.

11.17 Recording and Monitoring of Communications
We reserve the right to monitor and record communications with you under these Terms, utilizing monitoring devices or other technical and physical means. Such monitoring and recording may occur as deemed necessary to ensure regulatory compliance and for purposes permitted by Applicable Regulations. Telephone conversations and electronic communications may be recorded without prior notification to accurately document the material terms of a Position and other relevant information. These recordings and records will be our exclusive property and acknowledged by you as evidence of Orders or instructions given, which may be used in legal proceedings.

11.18 Our Records
Our records, unless proven incorrect, will serve as evidence of your interactions with us concerning our Services. You agree not to contest the admissibility of our records as evidence in legal proceedings on the grounds of their originality, format, or production method. While we may provide records upon request at our discretion, you are responsible for your own record-keeping obligations.

11.19 Your Records
If applicable, you agree to maintain adequate records in compliance with Applicable Regulations, demonstrating the nature and timing of Orders submitted.

11.20 Cooperation for Proceedings
In the event of legal action or proceedings involving us related to these Terms or resulting from acts or omissions by us permitted or required under these Terms, you agree to cooperate fully with us in the defence or prosecution of such action or proceeding.

11.21 Governing Law
Any Position subject to the rules of an Underlying Market will be governed by the applicable law of that market. Otherwise, these Terms and associated noncontractual obligations shall be governed by and construed in accordance with the laws of the Saint Lucia.

11.22 Dispute Resolution
11.22.1 Any disputes arising from or related to these Terms, including disputes regarding their existence, formation, performance, interpretation, nullification, termination, or invalidation, will be settled through arbitration in accordance with Arbitration Laws of Saint Lucia.

More information regarding Dispute Resolution can be provided upon request. Please contact info@DXY.com for specifics on Arbitration Laws.

11.22.2 Parties agree not to challenge arbitral awards made under clause 11.22.1 or to contest their enforcement in any court. Each party consents to the jurisdiction of such courts for enforcement purposes.

11.22.3 Clauses 11.22.1 and 11.22.2 are binding on any party acquiring rights under these Terms and must be acknowledged in writing before commencing legal proceedings related to disputes under these Terms.

11.23 Service of Process
You consent to the service of legal process or documents in connection with proceedings in any court, either by registered mail to your last address on record with us or through any method permitted by the laws of the Saint Lucia, the relevant jurisdiction, or the jurisdiction where proceedings are initiated.

SECTION 12: DEFINITIONS 12.1 Definitions
In these Terms, the following expressions shall have the respective meanings set opposite them:

"Account" means a trading account opened with us for the purpose of opening or closing out a Position.

"**Account Statement"** means a daily statement in respect of each Account notified by us to you.

"Affiliate" means, in relation to a person, an entity controlled, directly or indirectly, by the person, an entity that controls, directly or indirectly, the person, or an entity directly or indirectly under common control with the person. For the purpose of this definition, "control" of an entity or person means ownership of more than 50% of the entity or person, or the ability to control the decisions made by the entity or person.

"Applicable Regulations" means: (a) any legislation (including without limitation, constitution, statute, law, regulation, by-laws, or rules), guidance, customs, usages, rulings, and interpretations of governmental authorities and self-regulatory organizations, exchanges, clearing houses, alternative trading systems, contract markets, derivatives transaction execution facilities, and other markets and market infrastructure which we, in our sole discretion, deem to be applicable to us, to you, and/or to you; (b) the IBC Act of Saint Lucia and any other rules of a relevant regulatory authority; (c) the rules, regulations, procedures, and customs of a relevant Market or an Underlying Market; (d) the applicable anti-money laundering legislation; and (e) all other applicable laws, rules, procedures, guidance, and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time.

"Authorised Third Party" means a person authorized by you to manage and operate your Account within the specified powers and authority granted under a separate appointment letter and limited power of attorney (in the form satisfactory to us).

"Auto-Stop-Out" has the meaning ascribed to it in clause 4.2.2.

"Balance" has the meaning ascribed to it in clause 4.1.1.

"Business Day" means a day which is not a Saturday, Sunday on which banks are open for business in Saint Lucia.

"CFD" means a contract for difference under which the profit or loss is determined by the difference between the opening price and the closing price of an instrument on the Underlying Market. The CFDs we offer are available on our Website.

"Complaints Handling Policy" means our complaints handling policy as amended, restated, or supplemented from time to time which can be found on our Website.

"Conflicts of Interest Policy" means our conflicts of interest policy as amended, restated, or supplemented from time to time which can be found on our Website.

"CDD" or **"KYC"** means identification and verification of: (a) your identity (including, where applicable, by reviewing a copy of a passport, national identity card, or similar form of identification); (b) the nature of your business as required by Applicable Regulations (including, where applicable, by obtaining your legal entity identifier or other national identifier code); and (c) such other aspects or considerations as determined in our discretion, to ensure that we hold the correct and complete information to prevent a discrepancy in your identification, to confirm the source of funding, wealth, and payment methods, to prevent fraud, and to comply with Applicable Regulations and our Policies from time to time.

"Counterparty" has the meaning given to such term under the IBC Act of Saint Lucia.

"Electronic Trading Services" means an electronic service (together with a related software or application) accessible by whatever means we offer, including without limitation trading, direct market access, order routing, API, or information services that we grant you access to or make available to you either directly or through a third-party service provider and used by you to view information or effect Positions, and "Electronic Trading Service" shall mean any of those services.

"Equity" has the meaning ascribed to it in clause 4.1.1.

"Force Majeure" means a cause preventing the performance of the Services or an Obligation under these Terms, which arises from or is attributable to either an act, event, omission, or accident, beyond the reasonable control of the party so prevented, including, a strike, lockout, labor dispute, act of God, pandemic, war, terrorism, malicious damage, civil commotion, malfunction, or failure of communication or computer facilities, industrial action, acts and regulations of a governmental or supranational body or authority.

"Forex" means two-day rolling spot futures traded over the counter and which are cash settled on a T+2 basis. Forex constitute Rolling Daily Positions.

“Free Margin” has the meaning ascribed to it in clause 4.1.4

"Insider Dealing" means the use of inside information to acquire, amend, dispose of, or cancel, for your own account or for the account of a third party, directly or indirectly, financial instruments to which that inside information relates.

"Inside Information" means information of a precise nature, which has not been made public, relating, directly or indirectly, to a financial instrument, and which, if it were made public, would be likely to have a significant effect on the price of the financial instrument or on the price of related derivative financial instruments.
"Liquidity Provider" means a financial institution that provides executable bid and offer prices in respect of our Products from time to time.

"Market" means a regulated market accepted by us, such as an exchange, clearing house, central clearing counterparty, multilateral trading facility, or an organized trading facility.

"Market Abuse" means both Insider Dealing and market manipulation.

"Market Manipulation" means the act of placing an Order or entering into a Position or other behavior which creates, or is likely to create, a false or misleading signal as to the supply of, demand for, or price of, a financial instrument, or which adversely affects our relationship with our Liquidity Provider.

"Margin" has the meaning ascribed to it in clause 4.1.2.

"Margin Call" has the meaning ascribed to it in clause 4.2.1.

"Order" means an instruction by a client to open or close a position in a Product.

"Order Execution Policy" means our order execution policy as amended, restated, or supplemented from time to time which can be found on our Website.

"Ordinary Investor" has the meaning given to such term under the laws of Saint Lucia.

"Platform" means an electronic trading platform, such as MT4 or MT5, that we may use from time to time for the provision of our Services.

"Policies" means the policies and other terms and conditions that we adopt from time to time, as amended, which are available on our Website including but not limited to the Complaints Handling Policy, Order Execution Policy, and Conflict of Interest Policy.

"Position" means an exposure to an underlying instrument in relation to a Product that you have traded. A position may be opened or closed out, whether by you or by us, by either buying or selling a Product on the Platform, in accordance with these Terms.

"Product" means: (a) Forex (b) a CFD; or (c) any other product we may offer from time to time.

"Professional Investor" has the meaning given to such term under the laws of Saint Lucia.

"Risk Warning Disclosure" means the risk warning disclosure, as amended, which is available on our Website, and the risk warnings and statements set out in these Terms which apply to retail clients.

"Rolling Daily Position" means a Position which does not automatically expire at the end of the relevant exchange business day, but which automatically rolls over to the next exchange business day.

"IBC Act" means the International Business Company's Act Cap 12.14 (IBC Act) as under the IBC Act, Cap 12.14 of the Revised Laws of Saint Lucia. This act outlines the conduct expected from financial services providers and their representatives when dealing with clients, as updated, amended and/or replaced from time to time.

"Security Information" means the username and password required to access your Account.

"Services" means our non-advisory, execution only services as set out at clause 2.2 (Our Activities and Services) in respect of the Products.

"Termination Date" means the earlier of: (a) the date of the termination of a Position in accordance with the terms of the Position; or (b) the liquidation date determined by us in accordance with clause 8.2 (liquidation date).

"Underlying Market" means the Market for a specific financial instrument on which our Products are priced.

"Website" means the information displayed on www.DXY.com (or any other replacement or supplementary site), as updated by us from time to time.

"we", "our", or **"us"** means DXY Limited (including any successor or assignee).

12.2 Headings
Headings are for ease of reference only and do not form part of these Terms.

12.3.1 Interpretation
References in these Terms to a statute or statutory instrument or Applicable Regulations include a modification, amendment, extension, or re-enactment thereof, as in force from time to time. A reference in these Terms to "document" will be construed to include an electronic document.

References in these terms to the singular will also include the plural.

References to a person includes a body corporate, unincorporated association and partnership, natural person, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

12.3.4 The use of the word "including", "inclusive", "includes" and any words that follow it will not be deemed to be exhaustive.