

Risk Disclosure

Warning: demo platform

The virtual funds available via your demo platform allow you to familiarize yourself with our trading platforms, and any gains or losses incurred while trading in a demo environment are not suggestive of results you may achieve when trading on a live platform. Access to your demo platform is only valid for 30 days, which will be automatically terminated thereafter. You will however be able to trade in a live environment once your account has been opened and funded.

Warning: internet trading risks

There are risks associated with using an internet trading system. These include, but are not limited to: error in hardware, software, internet connection or any force majeure (i.e. flood; extraordinary weather condition; earthquake, or other act of God; fire; war; insurrection; riot; labor dispute; accident; action of government; communications or power failure; or equipment or software malfunction). HML or our affiliates ('we', 'our' or 'us') cannot control the signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection. Therefore, we cannot be responsible for any communication failure, distortion or delay (although we will attempt to minimize the possibility of system failure). Please call us immediately if you are unable to access your account and we will execute your orders over the phone. Please note for security reasons you will need to go through our identification process before we accept any orders from you. If we are unable to identify you we will not be able to carry out your orders.

Warning: risks of margin trading

Trading in currency and bullion, particularly margin trading, involves the potential for profit as well as the risk of loss. This may vastly exceed the amount of money you commit to any trade or transaction. Movements in the price of currency or bullion rates are influenced by a variety of factors of global origin, many of which are unpredictable. Violent movements in the price of foreign exchange or bullion rates may result in action by the market. As a result you may be unable to settle adverse trades. Our staff are unable to guarantee the accuracy of any market predictions (should they offer such predictions) and cannot guarantee a maximum loss that you may suffer.

General advice warning

Any general advice provided by us, or on our website, or via our trading platform, does not take into account your financial situation, personal objectives or needs. CFD and currency trading is not suitable to all. We highly recommend you practice risk free on a demo account before investing any funds. You should then consider your objectives, financial situation and needs, and take all reasonable steps to fully understand the possible outcomes of trades and strategies that can be employed.

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An institutional offering of Hantec Markets Ltd

CONFLICT OF INTEREST POLICY

Conflicts Policy – Introduction

As a financial institution, Hantec Markets Limited (hereafter “HML”) faces actual and potential conflicts of interest from time to time. By identifying the existing and potential conflicts of interest, HML endorses all reasonable steps to establish, implement and maintain an effective conflict of interest policy to prevent any risk that may damage the interests of our customers.

This statement discloses the conflicts of interest you, as an existing or potential customer, might face when engaging in business dealings with HML; the laws and regulations subject to conflicts of interest that HML is required to comply with; and the policy HML adopts for the aim of preventing and managing the conflicts of interest.

Laws and Regulations

Conflicts of interest are inherent in the financial services industry. In accordance with applicable regulatory requirements and codes of business conduct, the Company seeks to avoid conflicts of interest wherever possible and, where they arise, to manage them appropriately and ensure that customers are treated fairly. The Company maintains policies and procedures designed to identify and manage conflicts of interest in a manner that protects customers’ interests. Identification and Examples of Conflicts that might arise.

In general, conflicts of interest may be caused by the superior knowledge of employees and the variety of products on offer and may arise between a firm and a customer, or between a customer and another customer.

When a firm provides service to a customer, conflicts of interest may arise in one or more of the following situations when a firm or a relevant person:

- is likely to make a financial gain, or avoid a financial loss, at the expense of the customer;
- has an interest in the outcome of a service provided to or a transaction carried out on behalf of the customer, which is different from the customer’s interest in that outcome;
- has financial or other incentives to favour the interest of another customer(s) over the interests of the customer;
- carries on the same business as the customer; or
- receives or will receive from a person other than the customer an inducement, other than standard commission or fee in relation to a service provided to the customer.

In respect to HML, the following is the main conflict of interest that may occur when providing services to our customers.

Hantec Markets Limited Policy

As required by law, HML implements and maintains an effective conflict of interest policy for the aim of preventing conflicts of interest or potential conflicts of interest from causing a material risk of damage to the interests of customers.

HML keeps records of our business activities so that we can identify any conflict that might arise that would have a material risk of damage to the interests of our customers. HML's conflicts of interest policy adopts procedures and measures to manage and control the conflicts of interest identified, including segregation of duties and responsibilities; separate supervision of relevant persons; Personal Account Trading policy, Gifts and Inducement policy, prevention and control of the exchange of information; acting on the best interest of the customers; and in some cases declining to act for a customer or potential customer.

Hantec Global Policy

As required by law, HG implements and maintains an effective conflict of interest policy for the aim of preventing conflicts of interest or potential conflicts of interest from causing a material risk of damage to the interests of customers.

HG keeps records of our business activities so that we can identify any conflict that might arise that would have a material risk of damage to the interests of our customers. HGs' conflicts of interest policy adopt procedures and measures to manage and control the conflicts of interest identified, including segregation of duties and responsibilities; separate supervision of relevant persons; Personal Account Trading policy, Gifts and Inducement policy, prevention and control of the exchange of information; acting on the best interest of the customers; and in some cases declining to act for a customer or potential customer.

Disclosure

Whilst HML is devoted to implement and maintain our conflicts of interest policy, in some cases, such policy might not be sufficient to prevent risks of damage to the interest of a customer. In such a case, HML shall disclose the general nature and sources of conflicts of interest to the customer so that enables the customer to make an informed decision whether to proceed with the transaction in question.

Review

HML is devoted to providing more services and products to meet our customers' demand. At the same time, HML frequently reviews and assesses our conflicts of interest policy so that can ensure the adequacy of such policy in compliance with applicable law.

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EXECUTION POLICY

Overview of Best Execution requirement

Hantec Markets Limited is obliged to act in our clients' best interests and, other than in certain circumstances described below, where we execute or arrange the execution of orders, we are required to take all reasonable steps to obtain the best possible result for our clients (known as delivering "best execution") and to establish and implement an order execution policy and related procedures to allow us to do so.

We have internal policies and procedures governing how we will act when we execute orders for our clients. We continually strive to provide the best possible level of service to all of our clients. Consequently, our policies and procedures are under constant review and may be revised at any time without prior notice.

Execution Venues

We deal with clients as principal and not as agent. This means that we are the execution venue and so clients transact directly with us and not on an exchange or another external market. Trades that clients undertake with us are non-transferable, which means that if a client opens a position with us, they must close the position with us.

Execution Factors

We apply the following execution factors:

The Price – While we always aim to act in the best interest of our clients we cannot guarantee that the price at which we permit clients to execute a trade will be better than elsewhere. Prices on Currency products are sourced from independent third party providers who supply liquidity to the OTC Currency market.

The Cost – We add a mark-up to the prices from our liquidity providers and publish the "marked-up" prices that include our income. We will base the closing price of the relevant currency for the purposes of margin requirements and any balance credits/debits.

Speed and Likelihood of Execution – Trades may be executed on our platform or by telephone or other forms of communication. Screen and telephone trades are subject to liquidity and market conditions and so we cannot guarantee that a client's trade will be opened or closed instantaneously. The speed and likelihood of execution is also subject to software, hardware and telecom/data line use and we cannot guarantee that this will not be free of interruption of suspension.

Quantity – We set the minimum and maximum quantity that clients may place on a trade. This is influenced by market conditions and firm policy and changes from time to time.

Execution Criteria

When arranging a transaction or executing a client order, we will take into account the following criteria for determining the relative importance of the execution factors referred to above:

- The characteristics of the client;
- The characteristics of the client order; and
- The characteristics of the financial instruments that are the subject of that order.

Dealing with Client Orders

Subject to market conditions a client order will be executed at our price or very close to our price. The price clients receive at execution is not guaranteed as the market may widen, become very volatile or even gap. There is no guarantee that a client's order will be executed.

Specific Instructions

If clients have any particular requirements as to how we act when dealing with them, then they must let us know and we will do our best to accommodate them. However, clients should be aware that where they give us specific instructions that are incompatible with our normal order execution policies and procedures, their specific instructions will take precedence.

This may result in a different outcome that would have been achieved had our normal policies and procedures been followed and we will not be required to deliver best execution in respect of the aspects of a client order which are covered by their specific instructions.

Our normal policies and procedures take account of the costs that we would incur in transacting business. Transactions may be subject to additional charges. Where this applies, we will notify clients of the applicable charges before their order is executed.

Our Duty of Best Execution

When executing orders for Currency and Bullion or other OTC financial derivative products, we will take all reasonable steps to achieve the best possible outcome taking into account our Execution Policy and specific instructions received from our clients.

Our policy cannot provide a guarantee, however, that the price at which we permit our customers to execute an order will always be better than one which is or might have been available elsewhere.

Achieving 'Best Execution'

To achieve the best possible result, we will take a number of factors into account, including

price, costs, speed of execution, likelihood of execution and settlement, size, nature of the order or any other factors relevant to the execution of that order.

We will use our own commercial experience and judgment in determining the relative importance of these factors, however, we have rated prices as the most important factor for obtaining the best possible result.

We will review this policy at regular intervals and will monitor and review external pricing sources. Any updated policy together with a general notice informing customers of such change will be promptly posted to the website as and when this policy is materially updated. You agree that the posting of a revised policy electronically on the website as constituting actual notice to you.

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Scalping Policy

Scalping is a form of trading which we consider to be an unacceptable practice and a type of market abuse. Scalping might be wrongfully used to return profits by taking advantage of internet latencies, delayed prices, off market/bad prices or through high volumes of transactions targeting tick fluctuations (rather than price movements) where trades are opened and closed very quickly.

If, in our sole discretion, we consider you to have partaken in this form of scalping, it will be considered as a breach of our Terms and Conditions and as such we reserve the right to:

- Make immediate changes to your account, including but not limited to, the liquidity provided by us and the spread quoted.
- Immediately terminate your account and your access to our servers.
- Void any trade (i.e., treat the trade as if the trade had never taken place) which was part of any Scalping activity.
- Close any trade, which was part of any Scalping activity, on the basis of our current market price.

We can exercise the above rights even if you have entered into (or refrained from entering into) such arrangements with third parties relating to the relevant trade and even if you may suffer a trading loss as a result.

Please be advised that all trading activity is monitored closely, and in the event it is identified that you are Scalping we reserve the right to close your account with immediate effect.

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Anti-Money Laundering and Counter-Terrorism

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1. Overview

This Anti-Money Laundering and Counter-Terrorism Policy has been designed to act as a general policy guideline for Hantec Markets Limited. (“Hantec” or the “Company”). This policy has been designed to ensure that the Company complies with all the relevant laws and regulations under which it is governed and regulated which include the following amongst others:

- Financial Services Act 2007;
- Code On The Prevention Of Money Laundering & Terrorist Financing 2012;
- Financial Intelligence and Anti-Money Laundering Act 2002;
- Securities Act 2005; and
- The relevant acts, guidelines, rules and regulations applicable to the Company.

The Company aims to prevent, detect and not knowingly facilitate money laundering and terrorism financing activities. The management of the Company places extremely high importance on assisting in discovering any money laundering scheme. It is the policy of the Company and its affiliates to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities.

2. Definitions

“**Transaction**” means any deposit, withdrawal, exchange or transfer of funds.

“**Money laundering**” is the conversion of criminal monetary proceeds into clean money, so that it may be used as if it was legitimately acquired funds. It can also be seen as the change/concealment of the form of the proceeds in order to shrink the huge volumes of cash generated by criminal activity. These proceeds include those derived from a variety of criminal activities including tax evasion, terrorism, sale of drugs, corruption, theft, etc.

Generally, money laundering occurs in three stages. Cash first enters the financial system at the “placement” stage, where the cash generated from criminal activities is converted into monetary instruments, such as money orders or traveler’s cheques, or deposited into accounts at financial institutions. At the “layering” stage, the funds are transferred or moved into other accounts or other financial institutions to further separate the money from its criminal origin. At the “integration” stage, the funds are reintroduced into the economy and used to purchase legitimate assets or to fund other

criminal activities or legitimate businesses. Terrorist financing may not involve the proceeds of criminal conduct, but rather an attempt to conceal the origin or intended use of the funds, which will later be used for criminal purposes.

3. Risk Based Approach

The possibility of being used to assist with money laundering and terrorist financing poses many risks for Hantec Markets Limited., including regulatory action and damage to reputation leading to loss of business.

These risks must be identified, assessed and mitigated, which are done for all business risks faced by the Company. The Company believes that if it knows its client well and understands its requirements thoroughly, it will be better placed to assess risks and spot suspicious activities. The risk-based approach means that Hantec Markets Limited. focuses its resources on the areas of greatest risk. The benefits in using this approach is that this is more efficient and effective use of resources proportionate to the risks faced, it minimizes compliance costs and burdens on clients and there is greater flexibility to respond to emerging risks as money laundering and terrorist financing methods change.

4. Anti-Money Laundering Reporting Officer

The Company shall designate an Anti-Money Laundering Reporting Officer (“MLRO”), who is also qualified in terms of experience, knowledge and training and to whom any internal report of suspicious transactions must be made. The MLRO will be fully responsible for the Company’s AML/CFT program and report to the Board of the Company or a committee thereof of any material breaches of the internal AML/CFT policy and procedures and of the AML/CFT laws, codes and standards of good practice.

The duties of the MLRO will include monitoring the Company’s compliance with AML/CFT obligations, overseeing communication and AML/CFT training for employees. The MLRO will also ensure that proper AML records are kept. When warranted, the MLRO will ensure Suspicious Transactions Reports (“STR”) are duly filed. The MLRO will also be responsible for ensuring that the Company has adequate customer identification and verification program in place at all times and in accordance with requirements of the law. The MLRO shall also prepare reports on an annual basis and such other periodic reports as he deems necessary to the Board of the Company or a committee thereof dealing with:

- the adequacy/shortcomings of internal controls and other AML/CFT;
- procedures implemented;

- recommendations to remedy the deficiencies identified above;
- the number of internal reports made by staff; and
- the number of reports made to the Financial Intelligence Unit.

The Company and the MLRO shall ensure that the employees are properly trained and are fully aware of the Company's AML/CFT policies and procedures. The Company will also perform criminal and disciplinary checks on all employees before they are hired. The Company will develop on-going employee training under the supervision of the MLRO.

5. Suspicious Transaction Reports (STRS)

Internal suspicious transaction reports are not to be disclosed to anybody other than to the MLRO. The MLRO making an STR is protected from civil, criminal or disciplinary action in respect of any information contained in the report, unless the information was disclosed in bad faith. The MLRO is obliged to keep records in a form that will allow a transaction to be completely reconstructed at any time by the authorities. All STR records are to be kept for a period of at least seven years. The MLRO and the Company's employees must not alert the customer of the fact that a potentially suspicious transaction is being reported/ investigated so as not to commit the offence of tipping off. The MLRO will consider each internal potentially suspicious transaction and determine whether it gives rise to ground of suspicion such that an STR obligation is triggered.

6. Customer Due Diligence ("CDD")

Effective Customer Due Diligence/ 'know your customer' ("CDD") measures are essential to the management of money laundering and terrorist financing risk. CDD is identifying the client and verifying their true identity on the basis of documents, data or information obtained from a reliable and independent source both at the moment of starting a business relationship and on an ongoing basis. Identification of a client is getting to know a client's identifying details, such as their name and address, his financial status and the capacity in which he is entering into the business relationship with the Company. Verification is obtaining evidence which is satisfactory to the Company and which supports the claim of identity. The Company will

- collect certain identification information from each customer who opens an account;

- utilize risk based measures to verify the identity of each customer who opens an account; and
- record customer identification information and the verification methods and results;
- **Prior to opening of account, the Company collect the following information:**

For all accounts, if applicable, for any person, entity or organization opening a new account and whose name is indicated on the account:

- Name, incorporation number, legal status, date and country of incorporation or registration (for an entity other than an individual);
- Date and place of birth (for an individual);
- Occupation, public position held and where appropriate, the name of the employer (for an individual) or Anti-Money Laundering and Counter-Terrorism Financing Policy (for an entity other than an individual);
- A current address, which will be residential (for an individual) or registered office address and principal place of business (where different from the registered office, for an entity other than an individual);
- Passport number and country of issuance, identification card number and country of issuance of any other government issued document evidencing nationality or residence and bearing a photograph or other similar safeguard e.g. national identity cards, current valid passports or current valid driving licenses; and
- The identity of underlying principles (including beneficial owners, controllers, directors or equivalent) with ultimate effective control over the capital or assets of an entity other than an individual in addition to evidence that any person who purports to act on behalf of the legal person is duly authorized and identify that person.

Where the underlying principals are not individuals, the Company shall investigate further to establish the identity of the natural persons ultimately owning or controlling the business. When opening an account for a foreign business or enterprise that does not have identification number, the Company will request alternative government approved documentation certifying the existence of the business or enterprise.

- **Customers who refuse to provide information**

If a potential or existing customer either refuses to provide the information described above or such information as the Company may require or appears to have intentionally provided misleading information, the Company shall not open a new account and, after considering the risks involved, will consider closing any open account(s) of an existing customer.

- **Verifying information**

Based on the risk, and to the extent reasonable and practicable, the Company will ensure that it has a reasonable belief that it knows the true identity of its customers by using risk based procedures to verify and document the accuracy of the information received about the customers. In verifying the customer's identity, the Company will analyze any logical inconsistencies in the information obtained. Customer's identity must be verified when:

- Establishing a business relationship with a new client;
- The Company suspects money laundering or terrorist financing; or
- The Company has doubts about the veracity or adequacy of documents, data or information previously obtained for the purpose of CDD.

Where verification of identity is conducted after the establishment of the business relationship, verification will be completed as soon as is practicable after the business relationship has been established.

- **Methods of verification**

The Company will verify customer identity through documentary evidence and non-documentary evidence (electronic verification). The Company will use documents to verify customer identity when appropriate documents are available. In light of the increased instances of identity fraud, the Company will supplement the use of documentary evidence by using the non-documentary means described below whenever possible. It may also use such non-documentary means, after using documentary evidence, if still uncertain about whether the true identity of the customer is known.

In analyzing the verification information, the Company will consider whether there is a logical consistency among the identifying information provided, such as the customer's name, date of birth, street address and telephone number.

Appropriate documents for verifying the identity of customers include, but are not limited to, the following:

- For an individual: a current government issued identification evidencing nationality, residence, and bearing a photograph or similar safeguard, such as a driver's license or passport; and
- For a person other than individuals, documents showing the existence of the entity, such as Certificate of Incorporation, Articles of incorporation, a government issued business license (if applicable), etc.

The Company will not be required to take steps to determine whether the document that the customer has provided for identity verification has been validly issued and it may rely on government issued identification as verification of a customer's identity. If, however, it appears that the document shows some obvious form of fraud, the Company will consider that factor in determining whether it can form a reasonable belief that it knows the customer's true identity.

The Company will use the following non-documentary methods of verifying identity:

- Contacting a customer;
- Independently verifying the customer's identity through the comparison of information provided by the customer with information obtained from Internet and/or other source;
- Checking references with other financial institutions; or
- Obtaining a financial statement.

Non documentary methods of verification will be used in the following situations:

- When the Company is unfamiliar with the documents the customer presents for identification verification;
- When there are other circumstances that increase the risk that the Company will be unable to verify the true identity of the customer through documentary means.
- **Lack of verification**

Should the Company reasonably believe that the true identity of a customer cannot be established, it will do any or a combination of the following:

- Not proceed with or terminate any business with the customer;
- File a STR in accordance with applicable laws and regulations.

7. Enhanced Due Diligence (EDD)

This Anti-Money Laundering and Counter-Terrorism Policy has been designed to act as a general policy guideline for Hantec Markets Limited. (“Hantec” or the “Company”). This policy has been designed to ensure that the Company complies with all the relevant laws and regulations under which it is governed and regulated which include the following amongst others:

The regulatory measures requires further research and identification of clients who may pose a high risk of money laundering to better assess the risks they pose.

If the Company has assessed that the business relationship or occasional transaction is a high risk relationship, based on the customer’s individual risk status, that is, the nature of the customer, the business relationship, its location, or any other specificity of the business relationship, it will apply EDD measures. By way of non-exhaustive examples, circumstances when EDD will be applied are:

- If the Company establishes a business relationship with a customer from a country that has insufficient anti-money laundering and countering financing of terrorism systems or measures in place; or
- If a customer seeks to conduct, through Hantec Markets Limited., a complex, unusually large transaction or unusual pattern of transactions that have no apparent or visible economic or lawful purpose

The Company may in all circumstances consider that the level of risk involved is such that enhanced due diligence should apply to a particular situation.

In addition to CDD, the following enhanced requirements under EDD will apply:

- Information relating to the source of the funds or the source of wealth of the customer will be required.
- Carrying out more frequent and extensive ongoing monitoring on the customer and comparison with provided lists of terrorists and other criminals within openly accessible media sources (World-Check, internet) will be conducted.

- Seek further information from the customer or from the Company's own research and third party sources in order to clarify or update the customer's information, obtain any further or additional information, clarify the nature and purpose of the customer's transactions with the Company.

If suspicious information is found indicating possible money laundering or terrorist financing activity, the MLRO shall file a STR in accordance with applicable law and regulations.

8. Politically Exposed Person (PEP)

Politically exposed person are individuals who are or have been entrusted with prominent public functions, including government heads, senior politicians, judicial or military officials, important political party officials including their family members or close associates of the politically exposed person.

The Company will review public information, including information available on the Internet or in databases, to determine whether any account holders, who conduct transactions in amounts over 10,000 USD (or equivalent), are PEPs. If information indicating that an account holder may be a PEP is found, and upon taking additional reasonable steps to verify this information, it is determined that the individual is, in fact, a PEP the Company will:

- Take enhanced due diligence measures to establish the source of funds and source of wealth of the PEP.
- Conduct enhanced ongoing monitoring of the business relationships involving the PEP.
- Establish or continue the business relationship only with senior management approvals.

If suspicious information is found indicating possible money laundering or terrorist financing activity, the MLRO shall file an STR in accordance with the applicable laws and regulations.

9. Monitoring Accounts For Suspicious Transactions

The Company will monitor a sufficient amount of account activity to permit the identification of patterns of unusual size, volume, pattern or type of transactions, geographic factors such as whether jurisdictions designated as "non-cooperative" are

involved, or any of the “red flags” identified below. The Company will look at transactions, including trading and wire transfers, in the context of other account activity to determine if a transaction lacks financial sense or is suspicious because it is an unusual transaction or strategy for that customer. The Company will closely monitor any transaction of over USD 10,000 (or equivalent) for identification of any suspicious activity.

The MLRO will be responsible for this monitoring, will document when and how it is carried out, and will report suspicious transactions to the appropriate authorities, when necessary. Examples of suspicious transactions, behaviors or activities that should raise a “red flag” and cause further inquiry. These “red flags” may alert the employees of the Company to possible suspicious activity. Some examples of “red flags” that could cause further investigation include:

- Customers who wish to maintain a number of trustee or client accounts that do not appear consistent with the type of business, including transactions involving nominee names.
- Matching withdrawals with deposits by different ways on the same or previous day.
- Exposure or abuse of transfers without completing trading operations on the trading account.
- Revelation of unusual nature of operations that do not have obvious economic substance or obvious legal purpose.
- Customers who give conflicting information to different staff members.
- Large cash withdrawals from a previously inactive account, or from an account which has just received an unexpected large credit from abroad.
- A customer exhibits an unusual level of concern for secrecy, particularly with regard to the customer’s identity, type of business or source of assets.
- A corporate customer lacks general knowledge of its own industry.
- A customer is unconcerned with the risks, commissions or other costs associated with trading.
- Revelation of circumstances implying that the operations are performed for the purpose of money laundering or financing terrorism.

- **Responding to red flags and suspicious activity**

When a member of the Company detects any “red flag”, he must file an incident report without delay to the MLRO. He may also be required to investigate the activity further under the direction of the MLRO. This may include gathering additional information internally or from third party sources, classifying the account as a high risk account, placing the account under heightened supervisory review, which includes, but is not limited to, depending on the situation, turning the account over to the MLRO for review of all orders prior to entry, daily review of all trading activity, review of all money transfer requests, review of all deposits, contacting the authorities, freezing the account, or filing a STR. The Company shall not inform anyone outside of law enforcement or other competent authorities about a STR.

10. Record Keeping

When transferring funds, the Company will record in its database at least the following information:

- The execution date of the transmittal order;
- The name and address of the recipient;
- The amount of the transmittal order;
- The identity of the recipient’s financial institution, and;
- The account number of the recipient.

For each transmittal order that the Company accepts, it will retain in its files any payment instructions received from the transmitter with the transmitter’s order and any form relating to the transmittal of funds that is completed by the person placing the transmittal.

- **STR Maintenance and Confidentiality**

All employees of the Company shall be aware of to whom and in what format their suspicions must be reported. They will also receive training from the MLRO upon, and during the course of, their employment.

The MLRO shall hold AML records, STRs and supporting documentation confidential and ensure that STRs are filed as required. This information will not be communicated to anyone other than law enforcement or other competent authorities. Once an internal

suspicion report is made to the MLRO or an STR has been submitted to the FIU, no employee of the Company shall warn or inform the owner of any funds of any report or any action that is to be taken in respect of any transaction concerning such funds. When an STR has been made to the FIU with respect to a particular customer, the Company shall ensure that due care is taken during subsequent enquiries so as not to alert the customer about the disclosure. Appropriate measures shall be taken by the Company to ensure that the offence of tipping off is not committed.

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Negative Balance Protection Policy

Terms and Conditions

A. Introduction

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- *The negative balance protection policy (hereinafter the “Negative Balance Protection Policy” or “NBPP”) offered by Hantec will be available to Eligible Clients only subject to the terms listed hereinafter (known as “Terms and Conditions”).*

B. Conditions of Eligibility

- *Subject to, and without prejudice to, the Client Agreement and all other business terms and policies, the NBPP is available to Hantec clients who have satisfied the Eligibility Criteria for the offer (“Eligible Clients”) as set out in the sections hereinafter.*
- *Only persons who can form legally binding contracts under the laws applicable in their country of residence may participate in the NBPP. Without limiting the foregoing, participation in the NBPP is not allowed for persons under the age of 18 or otherwise under legal age in their country of residence.*
- *Collusion of Intermediaries/Related Parties of any kind, including but not limited to abusing the NBPP is prohibited. If the registration and / or trading data of a Client corresponds with the registration and / or trading information, including but not limited to IP address, of another client, Hantec reserves the sole right in its absolute and sole discretion to regard this matching as a reason for immediate disqualification from Eligibility to the NBPP. For the purposes hereof, the term “Intermediaries/Related Parties”, when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a relationship with any other Hantec client, including, without limitation:*
 - *family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;*

- *person or entity, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any other Hantec client; for purposes of this definition, the term control (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Hantec client, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such person or entity, whether through ownership of voting securities or otherwise.*
- *Eligible Clients’ main account and any sub-accounts, including funds held in a wallet and accounts held in joint ownership constitute a single contractual agreement and are treated as one account (known as an “Account”) for the purpose of realized client balances in connection with the NBPP. This means that all account opening conditions, agreements and provisions between Hantec with regards to the main account are equally valid and applicable to all accounts held by an Eligible Client individually and/or jointly, and any realized negative balances may be netted against other accounts either held in the same name and/or being controlled from the same IP address or related IP addresses.*
- *In the case of a Force Majeure Event causing extreme volatility in the markets, Hantec has the right and the sole discretion to nullify the NBPP and the NBPP will not be actioned for any and all Eligible Clients.*
- *In this Clause 5, a “Force Majeure Event” means an emergency or an exceptional market condition event beyond the control of Hantec, which includes but is not limited to and determined in our reasonable opinion:*
 - *any act, event or occurrence (including without limitation any strike, riot or civil commotion, act or threat of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in any of our products;*
 - *act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);*

- *war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;*
- *rebellion, revolution, insurrection, or military or usurped power, or civil war;*
- *contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;*
- *riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors;*
- *the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;*
- *the occurrence of an excessive movement in the any global foreign currency markets that are related to our markets for any products or our anticipation (acting reasonably) of the occurrence of such a movement;*
- *any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or*
- *failure of any relevant vendor, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.*

C. Eligibility Criteria

- *Eligible Clients, who meet the criteria set forth herein will receive additional protection from the NBPP whereby any trading losses which exceed the existing net deposited funds on your Account will be cleared, up to a maximum of 10,000 USD (known as an “Adjustment”).*
- *The Adjustment will only be made to Eligible Clients who have no open trades on their Account and an Adjustment calculation at any point in time will always factor both realized and unrealized profits and/or losses.*

- *This NBPP applies to both new and existing clients of Hantec only. Existing Clients and Clients who are introduced to Hantec via an Introducing Broker (IB) are also eligible for the NBPP.*

D. Specific Terms

The maximum clearance that can be applied to any Account is 10,000 USD, regardless of the size of the Eligible Client's initial deposit or further deposits.

E. General Terms

- *Please note that it may take up to 24 business hours before any Adjustment is added to the account of an Eligible Client who meets all the criteria set forth herein.*
- *Hantec reserves the right, at its reasonable and sole discretion:*
 - *to decline the eligibility of any client to the NBPP; and*
 - *to disqualify and remove any relevant trading activity from any client who tampers or attempts to tamper with the operation of the NBPP, or breaches these terms, the Client Agreement and/or any of the Hantec terms and policies set forth on Hantec's website.*

Under no circumstances shall Hantec be liable for any consequences of any Adjustment cancellation or decline.

- *Hantec reserves the right, at its reasonable discretion, to discontinue the offering of this NBPP to any of its clients at any time and without prior notice.*
- *Hantec reserves the right to alter, amend or terminate the NBPP or any aspect of it at any time. Prior notice of such changes will be given to clients and Hantec will post any such changes on its website and/or terms and conditions. It is recommended that Eligible Clients of the NBPP consult these Terms & Conditions on Hantec's website regularly. Please note that all Eligible Clients accept and agree to abide by any such alterations, amendments and/or changes.*
- *Any indication or suspicion, in Hantec's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially from the Adjustment without being genuinely interested in*

trading in the markets and/or taking market risk), fraud, manipulation, cash-back arbitrage connected to an Adjustment or any other forms of deceitful or fraudulent activity, will nullify the NBPP and the NBPP will not be actioned. In these circumstances, Hantec reserves the right, at its sole discretion to close/suspend (either temporarily or permanently) all such Eligible Client's real trading account(s) with Hantec, cancel all orders and annul all suspected previous trades of such Eligible Client. In these circumstances, Hantec shall not be liable for any consequences of the Adjustment cancelation, including, but not limited to, order(s) closure by stop out.

These terms may be translated in different languages. In case of discrepancy between English and non-English texts with regards to the interpretation of these terms and conditions or the scope of their application, the English text shall prevail.

Complaints Procedure

Our support staff are available to speak to you five days a week on +230 489 7888. Most customers' concerns can be resolved by our Customer Support staff, who will do all they can to help. If they are unable to do so the complaint will be passed to a specialist team for investigation.

Alternatively contact us by email to Info-mu@hmarkets.com

Please be advised that all trading activity is monitored closely, and in the event it is identified that you are Scalping we reserve the right to close your account with immediate effect.

To help us investigate your complaint as quickly and efficiently as possible, please provide us with your name and address, a daytime telephone number on which we can contact you, and if contacting us in writing, your account details. Please provide a clear description of your complaint, and what you would like us to do to resolve it.

We will acknowledge receipt of your complaint within five business days and we will endeavour to resolve your complaint within 28 days. However, from time to time, it may be necessary to carry out further investigation to ensure we fully resolve your complaint. If this occurs we may require the maximum of eight weeks from the date of receipt of your complaint before we respond to you, we will keep you updated on the progress of your complaint.

These terms may be translated in different languages. In case of discrepancy between English and non-English texts with regards to the interpretation of these terms and conditions or the scope of their application, the English text shall prevail.