



## TERMS & CONDITIONS

Your account is subject to your acceptance of our Terms and Conditions and other statements and notices which form our customer agreement with you. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

Orix Wealth Ltd reserves the right to amend these Terms and Conditions at any time without notice to clients. Clients are therefore responsible for frequently reviewing these Terms and Conditions on our website. Continued use of the Orix Wealth Ltd website and/or trading platform following any amendments shall constitute the clients' approval of such changes.

A reference to an agreement or document (including a reference to this Agreement) is to the Agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.

### 1. SERVICES PROVIDED BY ORIX WEALTH LTD

Orix Wealth Ltd hereby agrees to maintain for the undersigned Customer one or more accounts and to act as principal for the Customer for the execution and clearance of orders for transactions involving the purchase and sale of financial contracts including but not limited to OTC contracts, futures contracts; options on futures contracts; commodities contracts; EFPs; CFDs; Indices; any other foreign currency denominated financial instruments and any other financial transaction (collectively referred to as "Contracts"), and in consideration thereof, Customer agrees to the provisions, terms and conditions hereinafter Appearing.

### 2. TRADING AUTHORIZATION

Orix Wealth Ltd is authorized to purchase and sell derivatives for Customer's account (i.e., all accounts opened on Customer's behalf, accounts with Customer guarantees, and accounts for which Customer is jointly responsible) in accordance with oral or written instructions from the Customer, the Customer's PoA holder. Customer hereby waives any defense and/or liability that such instructions were not in writing. Customer shall be directly and personally responsible for performing its obligations under every transaction entered into with Orix Wealth Ltd, whether Customer is dealing as principal directly or through an agent, or as agent for another person, and customer shall indemnify Orix



Wealth Ltd in respect of all liabilities, losses or costs of any kind or nature whatsoever which may be incurred by Orix Wealth Ltd as a direct or indirect result of any failure by Customer to perform any such obligation.

We do not warrant that the trading platform will always be available or accessible when the exchanges on which the underlying instruments in respect of which you have traded or wish to trade are open and we reserve the right to remove altogether or reduce the trading platform service at any time for any purpose, without thereby incurring any liability to you. You understand there may be a wider difference between 'buy' and 'sell' prices you are quoted on closing a position than when it was opened. Different prices: we, in our absolute discretion, may quote different prices to different clients and trade at different prices with different clients.

### **3. APPLICABLE RULES AND REGULATIONS**

Orix Wealth Ltd is a brand registered under the laws of Saint Lucia. All orders entered for the purchase or sale of a Contract and all transactions in Contracts executed for Customer's accounts shall be subject to the constitution, by-laws, rules, regulations, customs and usages (collectively "rules") of the exchange or market, and its clearing house, if any, where such orders are directed or such transactions are executed and any applicable self-regulatory organization and to the rules and regulations promulgated hereunder (collectively "laws").

Orix Wealth Ltd shall not be liable to the Customer as a result of any action taken by Orix Wealth Ltd or its agents in compliance with any of the foregoing rules or laws. This paragraph is solely for the protection and benefit of Orix Wealth Ltd, and any failure by Orix Wealth Ltd or its agents to comply with any of the foregoing rules or laws shall not be a breach of this Agreement and shall not relieve Customer of any obligation under this agreement nor be construed to create rights under this agreement in favor of Customer against Orix Wealth Ltd.

### **4. CHARGES PAYABLE BY CUSTOMER**

Customer agrees to pay Orix Wealth Ltd (a) such commissions and service fees as Orix Wealth Ltd may establish and charge from time to time without prior notice to Customer; (b) the amount of any loss that may result from transactions by Orix Wealth Ltd on Customer's behalf, including any deficit balance; and (c) interest on any deficit balance and on any other amounts payable to Orix Wealth Ltd under this agreement at the rate of three percent (3%) over the prime rate in effect from time to time, as offered by the Bank,



or the maximum rate allowed by law if any, whichever is higher.

In the event of any miscalculation in reports/balance/accounts/deposits/withdrawal/swap/O.N.C. Charges, Orix Wealth Ltd has the right to make amendments.

During a deposit or withdrawal transaction, Orix Wealth Ltd reserves the right to pass on the transaction charges levied by the bank or Payment Service Provider (PSP) to the client. Orix Wealth Ltd acknowledges its authority to impose such charges as a direct consequence of the charges imposed by the bank or PSP facilitating the transaction. The client agrees and acknowledges that they may be liable for transaction charges corresponding to the charges levied by the bank or PSP. It is important to note that the transaction charges passed on by Orix Wealth Ltd are separate from any charges or fees imposed by the bank or PSP. Orix Wealth Ltd shall not be held responsible for any charges or fees imposed by the bank or PSP. By engaging in a transaction with Orix Wealth Ltd, the Client explicitly consents to the passing on of transaction charges as outlined herein.

## **5. CREDIT**

Customer can request credit from the company, in emergency situations. Orix Wealth Ltd may or may not provide credit at its discretion. If received, the client should clear the credit within 24 hours. If not cleared, Orix Wealth Ltd holds rights to take action, as deemed appropriate, including but not limited to closing the account or opting for legal route and claiming such legal costs as may arise.

## **6. RISK OF LOSS**

All transactions effected for Customer's accounts and all fluctuations in the market prices of the Contracts carried in Customer's accounts are at Customer's sole risk and Customer shall be solely liable under all circumstances. By execution of this agreement, Customer warrants that Customer is willing and financially able to sustain any such losses. Orix Wealth Ltd is not responsible for the obligations of the persons with whom Customer's transactions are not affected, nor is Orix Wealth Ltd responsible for delays in transmission, delivery or execution of Customer's orders due to malfunctions of communications facilities or other causes. Orix Wealth Ltd shall not be liable to Customer for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, and exchange, clearing organization or similar entities. If at any time, Customer is not able, for whatever reason, to communicate with Orix Wealth Ltd.



Orix Wealth Ltd shall not be responsible for any act, error, delay or omission resulting from where such loss, damage or cost is a result of Customer's inability to enter into a transaction. Customer acknowledges and agrees that any instruction and communication transmitted by Customer or on his behalf is made at Customer's risk and Customer authorizes Orix Wealth Ltd to rely and act on, and treat as fully authorized and binding upon Customer, any instruction (whether or not in writing) which Orix Wealth Ltd believes in good faith to have been given by Customer or on his behalf by any agent, attorney or intermediary whom Orix Wealth Ltd believes in good faith to have been duly authorized by Customer.

Customer further acknowledges and agrees that Orix Wealth Ltd is not responsible for any losses resulting directly or indirectly from any government restriction, exchange ruling, suspension of trading, promulgation of new laws and regulations, actions of independent floor brokers, or other persons beyond Orix Wealth Ltd's control, clearing house failures, delays in receipt of funds and margins, hostilities, terrorist acts, war, strikes, national disaster or wire malfunction, delay in mails, electronic transmission or any other delay or inaccuracy in the transmission of orders or the information because of a breakdown or failure of transmission or communication facilities.

## **7. TRADING RECOMMENDATIONS**

Customer acknowledges that any trading recommendations and market or other information communicated to customer by Orix Wealth Ltd, although based upon information obtained from sources believed by Orix Wealth Ltd to be reliable, may be incomplete, may not be verified, are subject to change and errors, may differ from advice given to other customers and may be changed without notice to Customer.

Customer understands that Orix Wealth Ltd or one or more of its affiliates may have a position in and buy or sell Contracts which are the subject of information, or recommendations furnished to Customer and that these positions and transactions of Orix Wealth Ltd or any affiliate may not be consistent with the recommendations furnished to Customer. Orix Wealth Ltd makes no representation or warranty with respect to the accuracy of trading recommendation and other information, nor to the tax Consequences of Customer's transactions. The Customer always shall enter into Contracts at his own risk and shall limit his dealing with Orix Wealth Ltd on an execution-only basis.



## **8. OVER-THE-COUNTER (OTC) TRADING**

Customer understands that Over-the-counter ("OTC") products are not traded on exchanges as there is no central clearing mechanism to guarantee OTC trades. Orix Wealth Ltd may apply its own risk analysis in deciding whether to participate in a particular market where its credit must stand behind each trade. Depending on the policies adopted by Orix Wealth Ltd as counter-party, the company may decline to execute an order placed by a customer. Orix Wealth Ltd will rely on their own knowledge of market prices in agreeing to an execution price. The execution price obtained for a customer to a large extent will reflect the true market price of a particular currency. While the OTC market as a whole is highly liquid, certain currencies, are less frequently traded and for this reason, Orix Wealth Ltd may take longer to fill an order or may obtain an execution price that differs widely from the market.

## **9. TRANSACTION CHARGES**

- The transaction charges outlined below are for standard accounts only and may change. Contact your Account Manager for specific account details.
- Exotic pairs (e.g., pairs involving ZAR, TRY, SEK, DKK, NOK, HUF, SGD, HKD, RUB, CNH): Holding positions open for over 1 day incur transaction charges starting from the day of opening, varying with market rates.
- Other pairs: Charges apply after holding positions open for a specified period.
- On Wednesday nights, charges will be three times the standard rate.

## **10. INDEMNIFICATION**

The Customer agrees to indemnify Orix Wealth Ltd from any liability, losses, costs, or expenses (including attorney fees) arising from the Customer's account or transactions. This includes, but is not limited to, covering any deficit balances in the account(s). The indemnity does not apply if Orix Wealth Ltd becomes involved in litigation without its fault. Additionally, the Customer agrees to reimburse Orix Wealth Ltd for any collection costs, legal fees, or expenses arising from efforts to recover sums owed by the Customer.

## **11. RECORDING**

Customer understands that all conversations regarding Customer's accounts, orders and contracts between Customer and Orix Wealth Ltd may be recorded by Orix Wealth Ltd, and Customer irrevocably consents to such recordings and waives any right to object to Orix Wealth Ltd' use of such recordings as evidence in any proceeding or as Orix Wealth Ltd otherwise deems appropriate. Such recordings shall remain the sole property of Orix Wealth Ltd.



## **12. FOREIGN CURRENCY**

If any transaction for Customer's accounts is affected on any exchange or in any market on which transactions are settled in a foreign currency, any profit or loss arising as a result of a fluctuation in the rate of exchange between such currency and the United States Dollar shall be entirely for Customer's account and at Customer's sole risk. Orix Wealth Ltd is hereby authorized to convert funds in Customer's accounts into and from such foreign currency at rates of exchange prevailing at the banking and other institutions with which Orix Wealth Ltd normally conducts such business transactions.

## **13. MARGIN REQUIREMENTS**

The Customer must always maintain margin requirements as set by Orix Wealth Ltd, which may exceed exchange or clearing house standards. Orix Wealth Ltd's assessment of margin value is final. Margin deposits must be made promptly, typically within one hour, by wire transfer or other methods directed by Orix Wealth Ltd.

## **14. LIQUIDATION OF POSITIONS**

In the event that (a) Customer shall fail to timely deposit or maintain margin or any amount hereunder; (b) Customer (if an individual) shall die or be judicially declared incompetent or (if an entity) shall be dissolved or otherwise terminated; (c) a proceeding under the Bankruptcy Act, an assignment for the benefit of creditors, or an application for a receiver, custodian, or trustee shall be filed or applied for by or against Customer; (d) the property deposited as collateral is determined by Orix Wealth Ltd in its sole discretion, regardless of current market quotations, to be inadequate to properly secure the account; or (f) at any time Orix Wealth Ltd deems it necessary for its protection for any reason whatsoever, Orix Wealth Ltd may, in the manner it deems appropriate and without prior notice or demand, close out Customer's open positions in whole or in part, sell any or all of Customer's property held by Orix Wealth Ltd, buy any securities, Contracts, or other property for Customer's account, and may cancel any outstanding open orders and commitments made by Orix Wealth Ltd on behalf of Customer. Such sale, purchase or cancellation may be made at Orix Wealth Ltd's discretion without advertising or notice to Customer or his personal representatives and without tender, demand for margin or payment, or call of any kind upon Customer. It is understood and agreed that Orix Wealth Ltd has no duty and is not required to liquidate positions in Customer's account(s) and that the provisions of this paragraph are solely for the protection of Orix Wealth Ltd. The proceeds of such transactions, if any, are to be applied first to reduce any indebtedness owing by Customer to Orix Wealth Ltd and thereafter to Customer's account. Orix Wealth Ltd may purchase the whole or any part thereof free from any right of redemption. It is understood that a prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of Orix Wealth Ltd's right to sell or buy without demand or notice as herein provided. Subject to applicable laws and rules, and in order to prevent non-permitted trading in debit/deficit accounts, profits on any trades executed without Orix Wealth Ltd's express permission, for a Customer account that is debit/deficit at the time the order is placed, shall be for Orix Wealth Ltd's account if Orix Wealth Ltd in its discretion so elects. Losses on any such trades shall



be jointly and severally borne by the Introducing Broker, if any, and the Customer. Stop-out level is set at 50%. Should the equity in the account fall to or below this threshold, all open positions will be automatically closed. Customer shall remain liable for and pay Orix Wealth Ltd the amount of any deficiency in any account of Customer with Orix Wealth Ltd resulting from any transaction described above.

## **15. TRADING LIMITATIONS**

Orix Wealth Ltd at any time, in its sole discretion, may limit the number of positions, which Customer may maintain or acquire through Orix Wealth Ltd, and Orix Wealth Ltd is under no obligation to affect any transaction for Customer's accounts, which would create positions in excess of the limit which Orix Wealth Ltd has set. Customer agrees not to exceed the position limits established for any contract market, whether acting alone or with others, and to promptly advise Orix Wealth Ltd if Customer is required to file any reports on positions. Orix Wealth Ltd also reserves the right to decline any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions thereafter. Orix Wealth Ltd, at its discretion, reserves the rights to take action against profit generated by the client from wrong quotes, misuse of system, hedging and scalping / trading under four minutes. If multiple positions of same symbol are open at the same time, we reserve the rights to withhold the distribution of any realized profits.

. Orix Wealth Ltd may also take action, including withholding profits, if the Customer engages in activities such as wrong quote trading, system misuse, hedging, or scalping (trading for less than four minutes).

## **16. ERRORS IN PRICES**

This section addresses potential issues like material errors in pricing and market conditions. Orix Wealth Ltd reserves the right to modify trades, close positions, void contracts, or reclaim profits if trades are executed based on erroneous data. The company can also terminate its trading relationship with the customer if necessary.

## **17. PRICE, EXECUTION PROCESS, AND TRADING PLATFORM MANIPULATION**

Orix Wealth Ltd safeguards against any manipulation of prices, the trading platform, or execution processes. If manipulation is suspected, the company may void trades, enforce monetary obligations on the customer, retain suspicious funds, adjust accounts, or close the customer's account.



## **18. EXPERT ADVISER (EA) TRADING RESTRICTIONS**

EA trading is prohibited unless explicitly permitted. Customers wishing to use EAs must request approval. Additionally, the machine-gunning policy prohibits placing multiple rapid orders of the same type to prevent market disruptions. Orix Wealth Ltd disclaims responsibility for third-party software like EAs and encourages customers to be cautious when using them.

## **19. STOP LOSS AND LIMIT ORDERS**

While stop loss and limit orders may be available for specific instruments, Orix Wealth Ltd retains the right to place or cancel them. Customers remain responsible for any losses incurred from executing such orders. Orix Wealth Ltd may impose stop loss orders if it has concerns about the customer's ability to meet financial obligations.

## **20. OPTION TRANSACTIONS**

Customers must ensure they instruct Orix Wealth Ltd to exercise or let their options expire. The company is not responsible for failing to act on options unless explicit instructions are given. Options are assigned randomly to customer accounts for exercise, which may lead to potential losses.

## **21. SECURITY AGREEMENT**

This section grants Orix Wealth Ltd a security interest in the customer's assets held in their accounts. The company may use customer assets to satisfy any outstanding debts, including pledging or selling them without prior notice. Orix Wealth Ltd holds broad authority to handle customer property, ensuring that all debts are covered.

This continuation emphasizes the platform's control over trades, customer liabilities, and the handling of errors, ensuring Orix Wealth Ltd has the flexibility to protect its operations from customer errors or market disruptions.

## **22. AUTHORITY TO TRANSFER ACCOUNTS**

Orix Wealth Ltd reserves the right to transfer excess funds or assets between the customer's accounts at its discretion, without prior notice. This includes the right to liquidate assets as needed to cover margin or settle debts, ensuring financial security for both parties.

## **23. ORAL, TELEPHONIC, AND ELECTRONIC ORDERS**

The company accepts various forms of customer orders, including oral, telephonic, and electronic instructions, without requiring them in writing. The customer waives the defense





that an order was not documented in writing, which simplifies the trading process but requires trust in the company's handling of instructions.

## **24. JOINT ACCOUNTS**

Where the account is held by more than one person or entity, all of the joint owners agree to be jointly and severally liable for the obligations assumed in this Agreement. Any one or more of the Joint Owners shall have full and unrestricted authority to act on behalf of the joint account(s) and to fully operate the same as if he/she alone were interested therein, all without notice to others interested in said account(s) and all for account(s) and risk of all Joint Owners. Upon the death of any of the Joint Owners (which shall be promptly advised to Orix Wealth Ltd in writing with a copy of the death certificate) Orix Wealth Ltd will liquidate all positions and will separate the joint account(s) into equal shares. Orix Wealth Ltd shall be held harmless from any liability toward the Joint Owners incurred by the individual signature of any one of them, without Orix Wealth Ltd being required to seek the consent of any one of the other Joint Owners.

## **25. NON-EXECUTION OR WRONG EXECUTION**

Orix Wealth Ltd is only liable for losses due to non-execution or wrong execution of orders if the customer had notified them in writing of the risk of significant damage. Otherwise, liability is limited to the loss of interest.

## **26. NOTICES AND COMMUNICATIONS**

All communications from Orix Wealth Ltd are binding unless the customer promptly raises errors. Failure to respond within prescribed timeframes results in automatic acceptance of communications. The company retains the right to correct any errors discovered, and customers waive claims arising from non-receipt of communications.

## **27. PRINTED MEDIA STORAGE**

Orix Wealth Ltd may store all account documentation electronically, and customers agree that these stored records will serve as complete and genuine records, even replacing original signed documents.

## **28. REPRESENTATIONS**

The customer represents their authority to enter into the agreement, whether as an individual or an entity. They also assert that their account information is accurate and that no other individuals or entities have an interest in their account unless disclosed.



## **29. INTRODUCING BROKER**

Customer acknowledges that Orix Wealth Ltd is not responsible for the conduct, representations and statements of the introducing broker or its associated persons in the handling of Customer's account. Customer agrees to waive any claims Customer may have against Orix Wealth Ltd, and to indemnify and hold Orix Wealth Ltd harmless for any actions or omissions of the introducing broker or its associated persons.

## **30. CONFLICTS OF INTEREST**

Orix Wealth Ltd may act as both principal and broker in executing contracts for the customer, which could result in conflicts of interest. The customer acknowledges that Orix Wealth Ltd may take positions contrary to their own or compete with them in the market, though the company agrees not to deliberately favor any party.

This section emphasizes the company's authority over customer accounts, liability limitations, and the importance of accurate communication and representation. It also highlights potential conflicts of interest and the customer's responsibility to manage their account relationship with introducing brokers.

## **31. BINDING EFFECT OF AGREEMENT**

This agreement is binding on Orix Wealth Ltd, its successors, assigns, and the customer's heirs and representatives. Upon the customer's death, bankruptcy, or dissolution, Orix Wealth Ltd may cancel or complete open orders and take necessary actions without prior notice to the customer's heirs or representatives.

## **32. LIABILITY FOR ACCOUNT(S)**

The customer is solely responsible for all losses, debts, and deficiencies in their account, including costs and attorney's fees. This includes losses resulting from the liquidation of the account.

## **33. LIABILITY AND INDEMNITY**

This clause addresses liability for electronic services:

- System Errors: No liability for damages due to transmission errors or technical issues.
- Delays: No liability for delays or inaccuracies in data provided.
- Viruses from Electronic Service: No liability for viruses introduced through the service, provided reasonable precautions were taken.



- **Viruses from Your System:** The customer is responsible for ensuring their system is free of viruses and must indemnify Orix Wealth Ltd for any losses caused by viruses introduced from their system.
- **Unauthorized Use:** The customer is liable for losses from unauthorized use of the electronic service and agrees to indemnify Orix Wealth Ltd.
- **Markets:** No liability for actions taken by market authorities or regulators.

### **34. AMENDMENTS TO AGREEMENT**

The agreement can be amended and updated on the website. Oral agreements contrary to the written terms are not recognized. Failure to enforce a provision does not waive it, and continued use of the services after amendments constitutes acceptance of the changes. Amendments apply to all positions and orders.

### **35. TERMINATION OF BUSINESS RELATIONS**

- **Our Right to Terminate:** Orix Wealth Ltd can terminate the agreement and close the account at any time for any reason.
- **Your Right to Terminate:** The customer can terminate the agreement by giving written notice. The account will be closed after all positions are settled.
- **Reservation of Rights:** We may refuse new trades or orders after notice of termination.
- **Suspension or Permanent Withdrawal with Notice:** We may suspend or withdraw electronic services with 10 days' notice.
- **Immediate Suspension or Permanent Withdrawal:** We can suspend or withdraw electronic services immediately for reasons such as non-compliance or technical issues.

### **36. FORCE MAJEURE EVENTS**

Orix Wealth Ltd may respond to emergencies or exceptional market conditions by increasing deposit requirements, closing open contracts, or modifying agreement terms if a Force Majeure Event occurs.

### **37. ENTIRE AGREEMENT**

This agreement represents the full understanding between the parties. If any provision is invalid under the law, it will be ineffective only to that extent without invalidating the entire agreement.

### **38. HEADINGS**

Headings are for descriptive purposes only and do not modify or qualify the rights and obligations in the agreement.



### **39. GOVERNING LAW**

The agreement is governed by the laws of Saint Lucia. Claims must be brought within three months of the cause of action. The agreement pertains only to Orix Wealth Ltd and not to other companies in the Orix group.

### **40. JURISDICTION**

Disputes related to the agreement will be adjudicated in courts within Saint Lucia or other jurisdictions deemed appropriate by Orix Wealth Ltd. The customer consents to the jurisdiction of these courts and waives claims regarding jurisdiction or venue.

### **41. ACCEPTANCE OF AGREEMENT**

The agreement becomes effective upon acceptance by an authorized officer of Orix Wealth Ltd.

### **42. MULTIPLE ACCOUNTS**

Orix Wealth Ltd may change account numbers, and this agreement remains in effect. Any closed and reopened accounts or additional accounts will be covered by this agreement unless a new agreement is signed.

### **43. ASSIGNMENT**

Orix Wealth Ltd may assign the customer's account to another commodity principal with prior notice. The customer cannot assign their rights or obligations without Orix Wealth Ltd's written consent; such attempted assignments are null and void.

### **44. CUSTOMER ACKNOWLEDGMENTS**

The customer acknowledges that the customer has read and understood all the terms and conditions of this agreement and shall be bound by them as set forth above. The customer also acknowledges that trading in commodity contracts is speculative, involves a high degree of risk and is appropriate only for people who can assume risk of loss more than



their margin deposits.

In this respect, the customer further acknowledges having read and understood the customer risk disclosure statement prior to this agreement. The customer agrees only to enter transactions that are within the customer's financial means. The customer confirms that the customer is taking on and can take on any risk that may arise from such transactions.