

## TERMS AND CONDITIONS – Negative Balance Protection Policy

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## A. Introduction

1. Hantec Markets Ltd is authorized and regulated by the Mauritius Financial Services Commission (FSC) in the Republic of Mauritius. License Number: C114013940 (hereinafter the “Company” or “Hantec”).

2. 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

1. 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.

2. 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.

3. 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:

a. family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;

b. 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.

**4.** 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.

**5.** 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.

a. 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:

i. 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

ii. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

iii. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;

iv. rebellion, revolution, insurrection, or military or usurped power, or civil war;

v. 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;

vi. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors;

vii. 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;

viii. 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;

ix. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or

x. 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**

1. 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").

2. 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.

3. 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**

1. 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**

1. 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.

2. Hantec reserves the right, at its reasonable and sole discretion:

a. to decline the eligibility of any client to the NBPP; and

b. 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.

3. 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.

4. 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.

5. 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 cancellation, including, but not limited to, order(s) closure by stop out.