



Glossary

“Account Opening Letter”

A letter of Client acceptance sent by XNT to the Client, confirming an account approval.

“Account”

Any Client Account or Trading Account at XNT for the purpose of entering into Contracts, placing Orders and engaging in Transactions and to provide the Services in accordance with Terms of Business.

“Affiliates”

Any legal person related to XNT through common share ownership or other means of control.

“Agent”

Any third party, who is acting for and on behalf of the Client in respect of the Services provided by XNT, with respect to whom XNT has given a prior written consent.



“Agreement”

The Terms of Business together with the Appendices, Schedules and any accompanying documents (including the Account Opening Letter, Notice Letter and any agreements amending or supplementing these Terms of Business which you and XNT may enter into) and any applicable documentation completed and/or supplied by you in order to open the account and/or as expressly stated by us to form part of the Agreement, as amended from time to time.

“Appendices”

Any appendices that may be annexed to the Terms of Business of XNT.

“Applicable Regulations”

All regulations, legislation and rules regulating the business of XNT, including but not limited to, compliance with the Licence conditions and with applicable prevention of money laundering and funding of terrorism legislation and requirements thereunder applicable to XNT.

“Authenticators”

The user identification, initial password, digital certificates and/or other devices provided by XNT to the Client to access and use the Services.



“Business Day”

The day between and holding from Monday through Friday, and do not include public holidays and weekends.

“Cash Collateral”

Any present and future cash balances standing from time to time to the credit of any Account (excluding cash provided as Margin).

“XNT Charges”

The charges, expenses, costs, commissions and fees as agreed between the Client and XNT under the Agreement.

“Client”

A Person who is the recipient of a product or service or is the purchaser of a service or product of XNT. The term ‘Client’ shall also be taken to refer to ‘potential client’ unless the context in which it is used infers otherwise.

“Client Account”

The account opened by XNT with a credit/financial institution established and authorised in an EEA State or a credit/financial institution authorised in a third country (reputable jurisdiction) in which Client Money received and held under the control of XNT is placed.



“Client Money”

Money received from a Client by and held under the control of XNT, which is credited to the relevant Account and placed in one or more accounts of XNT with a credit and/or financial institution established and authorised in an EEA State or a bank authorised in a Third Country (reputable jurisdiction) in an Account designated as a clients' account.

“Client Account”

An Account opened with a credit/financial institution established and authorised in an EEA State or a Third Country (reputable jurisdiction) and in which Client Money is received and held under the control of XNT.

“Client Asset”

Any assets belonging to the Client that are held under the control of XNT and segregated from assets belonging to XNT.

“Collateral Arrangement”

- (a) In the case of a title transfer financial collateral arrangement, an arrangement, including repurchase agreements, under which a collateral provider transfers full ownership of, or full entitlement to, financial collateral to a collateral taker for the purpose of securing or otherwise covering the performance of relevant financial obligations; and
- (b) in the case of a security financial collateral arrangement, an arrangement under which a collateral provider provides financial collateral by



way of security for the purpose of securing or otherwise covering the performance of relevant financial obligations to or in favour of a collateral taker, and where the full or qualified ownership of, or full entitlement to, the financial collateral remains with the collateral provider when the security right is established.

“Collateral”

The Cash Collateral and/or Securities Collateral.

“Collective Investment Scheme”

A type of investment vehicle, where money from a number of different investors are pooled and then invested by a fund manager according to specific criteria.

“Compliance Officer”

A person appointed by the Regulated Person, responsible for ensuring compliance by the Regulated Person with its applicable licence conditions as well as any applicable legislation, rules and regulations.

“Conflicts of Interest Policy”

An internal policy implemented by XNT indicating organisational and administrative arrangements designed to prevent conflicts of interest that may have an adverse effect on the Client's interests.

“Contracts”

Any derivative contract or contracts for difference.



“Counterparty”

An opposite party to a contract or financial transaction.

“Credit Support Document”

Any guarantee, hypothecation agreement, margin, Security Interest or security agreement or document, or any other document containing an obligation of a third party, or of the Client, in favour of XNT or any Counterparty supporting any of the Client's obligations under this Agreement.

“Customer Order”

All Client communications, offers and acceptances to XNT, accompanied by a valid Authenticator, to which the Client is bound with.

“Data”

Data and other information generated by the Online Facility.

“Delegate”

Intermediate brokers, agents or other third parties or persons to whom XNT delegates all or part of the Services.



“Depository”

Any market clearing system, central counterparty, settlement system, dematerialised book entry system, centralised custodial depository used by XNT for the purpose of the holding or control of Client's Assets and/ or to effect Transactions.

“Domestic Arbitration”

Arbitration in accordance with Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta.

“EEA”

A State which is a contracting party to the agreement on the European Economic Area signed at Oporto on the 2nd May, 1992 as amended by the Protocol signed at Brussels on the 17th March, 1993 and as amended by any subsequent acts.

“Eligible Counterparty”

Persons holding an investment services licence, credit institutions, insurance companies, UCITS and their management companies, pension funds and their management companies, other financial institutions authorized or regulated under EU Law or the national law of an EU Member State, undertakings which are exempt from the requirements of the MIFID II in terms of Article 2(1)(k) and (l) thereof, national governments and their corresponding offices including public bodies that deal with public debt, central banks and supranational organisations.



“Equipment”

Computers (including mobile devices), computer systems (including, but not limited to, servers and peripheral equipment), operating systems, applications, communications, software, internet browser, telecommunications, equipment, third-party application services and other equipment and software required for the Client to access and use the Services.

“Equivalent Assets”

Instruments of an identical amount, type, nominal value and description and having identical rights.

“Event of Default”

The occurrence of an event or circumstance of non-performance of obligations by the Client related to any of the terms of the Agreement.

FCAR

The Financial Collateral Arrangements Regulations, 2004 (Legal Notice 177 of 2004, as amended).

“Force Majeure Event”

Any act of any Government or other competent authority (including, exchange control, forfeitures, nationalisations, devaluations), civil commotion, rebellion, war, storm, fire, natural disasters, acts of God, international intervention, market conditions, inability to communication with any relevant person or entity or any breakdown or failure of any transmission or



communication system or computer facility, whether belong to XNT, the Client or otherwise or of any market, Depository, or other cause whether similar or not, outside the reasonable control of XNT and which makes it practically impossible for XNT to comply with its obligations.

“Inducements”

Fees, commission and/or non-monetary benefits paid or provided by or to third parties in connection with the Services, which are designed to enhance the quality of the relevant Service(s).

“Insolvency Officer”

A trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed in respect of liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief.

“Introducer”

A person who enters into a written arrangement with XNT, whereby such person undertakes to introduce potential customers to the XNT.

“Investor Compensation Scheme”

A rescue fund for customers of failed investment firms which are licensed by the Malta Financial Services Authority.



“IP Rights”

The right, title and interest in and to the Online Facility (including data and other information generated by the Online Facility and each component thereof), all intellectual property and proprietary rights with respect thereto, including, without limitation, patent, copyright, trade secret, trademark and other proprietary rights in and to the Online Facility and each component thereof, and to all modifications, including custom modifications, to the Online Facility and each component thereof, the look and feel of the Online Facility and each component thereof and all of XNT's software (front and back end), all registered trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data.

“Licence Conditions”

The licence conditions issued by the Malta Financial Services Authority applicable to XNT.

“Licence”

The Category 3 licence issued in favour of XNT by the Malta Financial Services Authority in terms of the Investment Services Act (Chapter 370 of the Laws of Malta) with Licence No. IS/52182.

“Liquidation Amount”

The amount payable by the Client or XNT as a result of the termination and close-out of the Open Positions and the conversion of the obligation to (re-)deliver Securities into a



monetary obligation, net of any fees, expenses or other amounts due to any Counterparty or other third party.

“Manifest Error”

A manifest or obvious misquote by XNT, any Counterparty, or any Market, price providing third party, information source, commentator or official on whom XNT reasonably relies, having regard to the current market conditions at the time an Order is placed.

“Margin”

Money or collateral deposited by a Client with XNT as partial security to cover risk of loss on a Contract or Transaction.

“Margin Call”

A notification by XNT to the Client to transfer such additional Margin as is required to meet Margin requirements.

“Margined Transaction”

A transaction executed by XNT with or for the Client under the terms of which the Client will or may be liable to provide cash or collateral to secure performance of obligations which the Client may have to perform when the transaction falls to be completed or upon the earlier closing out of his position.



“Market”

Any stock exchange, central clearing counterparty, central securities depository and similar institutions that match buyers and sellers of securities or counterparties in Contracts.

“MFSA Rules”

Any rule issued by the Malta Financial Services Authority applicable to the business of XNT.

“MSFA”

The Malta Financial Services Authority as established by the Malta Financial Services Authority Act, Chapter 330 of the Laws of Malta.

“MiFID II”

Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

“Notice Letter”

A document, issued by XNT to the Client for a purpose of informing the Client, that regarding the Application Form which Client has provided to XNT, the Client shall be treated as an Elective / Professional Client for all services on the basis of the Client`s experience and understanding of the designated investment business and the risks involved.



“Potential Event of Default”

Any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of such instances) an Event of Default.

“Proceedings”

Any suit, action or other proceedings related to the Account or the Agreement.

“Elective/Professional Client”

A client who possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks that it incurs in accordance with the criterias and the requirements set out in MiFID II Annex II.

“Proprietary Information”

All rights, title and interest in and to the Services, the Website and the Online Facility, all components thereof, including without limitation all related applications, all application programming interfaces, user interface designs, software and source code and any and all intellectual property rights therein, including, without limitation all registered or unregistered, as applicable (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable for protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and



development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Services, the Website and the Online Facility and all other related proprietary rights of XNT and/or its Service Providers and/or any of their Affiliates (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind).

“Retail Client”

A client who is not a Professional Client and to whom XNT is not authorized to provide the Services.

“Schedules”

Any schedules that are annexed to XNT's Terms of Business.

“Secured Claims”

All present and future, actual or contingent or prospective obligations of the Client, arising under or in connection with this Agreement which give a right to cash settlement, together with all accruing interest and other indebtedness and all losses, costs, charges and expenses incurred by XNT in connection with the protection, preservation or enforcement of its rights under this Agreement and the Collateral.



“Securities Collateral”

Any present and future Instruments in any Account (excluding Instruments provided as Margin or otherwise provided as collateral to a third party collateral take or person acting on its behalf).

“Securities Depository”

A financial Institution, that holds Securities in certificated or uncertificated form so that ownership can be easily transferred through a book entry rather than the transfer or physical certificates as defined in Article 2(1)(1) of Regulation (EU) No 909/2014.

“Security Interest”

XNT’s right of retention and a right to set-off as stipulated in Agreement, and Counterparties, Delegates, Depositories and other third parties engaged by XNT for the provision of the Services or by any of their delegates or Depositories may have a right of retention and / or Security Interest over, or right of set-off in relation to the Clients’ Money and Clients’ Assets deposited or entrusted with such Third Parties.

“Service Provider”

Relevant Counterparties providing the products and services of XNT.



“Specified Event”

An occurrence of an Event of Default.

“Taxes”

All taxes, levies, duties or similar charges, however designated, that may be assessed by any jurisdiction.

“Termination Date”

The date of notice of termination given by either party to the other party, or such alternate date as may be specified in the notice.

“Third Country”

Any country that is not a member of the European Union or the European Economic Area.

“Third Parties”

Counterparties, Delegates, Depositories and other third parties engaged by XNT for the provision of the Services.

“Third Party Services”

Services provided by a service provider other than XNT, including automated trading systems.

“Trade Confirmation”

A confirmation received in respect of the economic and other relevant details of Transactions and made available on the trade statement through the Online Facility.



“Trading Account”

An Account opened with a credit/financial institution established and authorised in an EEA State or a Third Country (reputable jurisdiction) and in which Client Money is received and held under the control of XNT.

“Transaction Documentation”

Documentation related to Orders, Transactions and Contracts entered into by XNT for and on behalf of the Client with a Counterparty.

“Transactions”

Client’s activity on the Account, including, but not limited to, withdrawals, depositing, buying, selling or any other way affecting his/her account at XNT or by XNT at his or her request.

“VAT”

Value Added Tax.

“Website”

xnt.mt