



**FXTM**

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# Client Agreement Forextime Ltd

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## 1. Introduction

- 1.1. This Client Agreement (“Agreement”) is entered by and between FXTM and the Client.
- 1.2. ForexTime Ltd (ForexTime) is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended from time to time (the Law) and entered on the CySEC’s Register of Cyprus Investments Firms (CIF), with CIF Number 185/12. It is registered in Cyprus, with Company Registration Number HE 310361. Its registered office is at the FXTM Tower, Lamprou Konstantara 35, 4156, Limassol, Cyprus.
- 1.3. This Client Agreement and the agreements that can be found in the Account Opening Agreements section of the Website (hereinafter all of them referred to as “Operative Agreements”) as amended from time to time, set out the terms upon which FXTM will deal with the Client in respect of Financial Instruments. The dealings and relations between FXTM and the Client are subject to Cypriot law whether or not the terms of the Operative Agreements are accepted by the Client and will be conducted in the English language unless otherwise agreed with the Client.
- 1.4. The Operative Agreements shall govern all trading activity of the Client with FXTM and should be read carefully by the Client. Amongst other things, they set out those matters which FXTM is required to disclose to the Client under the Applicable Regulations.
- 1.5. The defined terms used in this Agreement are set out in Appendix A (“Interpretation of Terms”).

## 2. Commencement

- 2.1. The Operative Agreements will commence on the date on which the relevant identity checks have been completed to FXTM’s satisfaction and Client’s Trading Account is being activated as per clause 3.1 below, herein and will continue unless or until terminated by either party in accordance with clause 20.
- 2.2. This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Financial Instruments.
- 2.3. FXTM is not to be required to (and may be unable to under Applicable Regulations) accept the Client as a client until all documentation it requires has been received by FXTM, properly and fully completed by the Client.
- 2.4. The Client has no right to cancel the Agreement on the basis that it is a distance contract.

### 3. Account Activation

- 3.1. The Client's Trading Account will be activated by FXTM as soon as:
  - a) FXTM has received completed by the Client the on-line registration form with the title "Complete your Profile"; and
  - b) the Operative Agreements have been accepted by the Client; and
  - c) relevant identity checks have been completed to FXTM's satisfaction.
- 3.2. The Corporate Clients' Trading Account will be activated by FXTM as soon as FXTM has received a completed signed and dated copy of "Corporate Trading Account Application Form" by the Corporate Client and the Corporate Client read and accepts the Operative Agreements as these can be found in the Website and identity checks have been completed to FXTM's satisfaction.
- 3.3. FXTM has the right to request minimum initial deposit to allow the Client to start using his Trading Account.

### 4. Classification

- 4.1. FXTM will treat the Client as a Retail Client, Professional Client or Eligible Counterparty, depending on how the Client completes the "Complete your Profile" Form. The Client is bound by the method of categorization as this method is explained thoroughly in the document under the title "Customer Categorization" as this can be found in the Website, and by accepting these terms and conditions the Client accepts application of such method.
- 4.2. When assessing the Client's classification and thereafter dealing with the Client, FXTM will rely upon the truth, accuracy and completeness of the information provided by the Client in the "Complete your Profile" Form. The Client expressly consents to FXTM using and relying on all such information in making its assessment and its dealings with the Client.
- 4.3. If there is a change in the personal circumstances of the Client, the Client must immediately notify FXTM of the change in writing.
- 4.4. FXTM may review the Client's classification from time to time (subject to complying with regulatory requirements) to re-classify the Client if necessary.
- 4.5. The Client will be categorized and treated by FXTM as a Retail Client unless otherwise expressly specified by FXTM.



## 5. Capacity

- 5.1. In relation to any Transaction the Client acts as Principal and not as Agent on behalf of any third party. This means that unless otherwise agreed, FXTM will treat the Client as a client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client.
- 5.2. If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, FXTM shall not accept that person as an indirect client and shall accept no obligation to that person, unless otherwise specifically agreed.
- 5.3. Any person or Agent notified to FXTM as being authorized by the Client may give Instructions and Requests to FXTM concerning any Transaction, or proposed Transaction, or any other matter.
- 5.4. The Client authorizes FXTM to rely and act on any Request, Instruction or other communication received from the Client which purports to have been given by the Client or on behalf of the Client without further enquiry on the part of FXTM as to the authenticity, genuineness, authority or identity of the person giving or purporting to give such Request, Instruction or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by FXTM on behalf of the Client in consequence of or in connection with such Requests, Instructions or other communications.
- 5.5. Unless FXTM receives a written notification from the Client for the termination of the authorization of the person described in clause 5.3., FXTM will continue accepting Requests, Instructions or other communication given by such person on the Client's behalf and the Client will recognize such as valid and committing to him.
- 5.6. The written notification of clause 5.5. for the termination of the authorization to a third party has to be received by FXTM with at least five (5) Business Days' notice prior the termination date.
- 5.7. In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), FXTM will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party (appointed under clause 5.3. above) in relation to the Client's Trading Account and/or Client Money and FXTM will stop accepting Requests, Instruction or other communications given from the account of the Client upon FXTM receives notice of the death or mental incapacity of the Client.
- 5.8. In relation to any Transaction, FXTM acts as Principal for any duly regulated counterparty, according to applicable legislation.
- 5.9. In relation to any Transaction and the Services provided by FXTM to the Client, it is the responsibility of the Client to ensure that the Client can accept the Services and/or enter into the Transactions in the country in which the Client is resident.

- 5.10.** The Client is obliged to provide documents, according to the clauses 2.3. and 3.1. herein, valid and up to date and to keep them as such during the whole period of this Client Agreement.

In the event that any of the documents indicated above have expired and/or are required to be updated, the Client is obliged to provide relevant documents upon their expiration.

If the Client fails to provide updated and valid documents FXTM has the right to suspend the provisions of Services under this Client Agreement.

FXTM shall resume provisions of Services once valid or/and updated documents are provided and relevant checks have been completed to FXTM's satisfaction.

## 6. Client money

- 6.1.** Relevant Amounts held on the Trading Account ("Segregated Funds") will be segregated by FXTM and held in accordance with Applicable Regulations and document under the title "Safeguarding of Clients Assets Policy" as this can be found in the Website.
- 6.2.** FXTM may hold Client Money and the money of other clients in the same bank account (omnibus account), according to Applicable Regulations.
- 6.3.** FXTM shall not be obliged to pay interest to the Client on any funds which FXTM holds. The Client waives all rights to interest.
- 6.4.** FXTM will promptly place any Segregated Funds held on the Client's behalf and not transferred to or held for FXTM, into a Segregated Account (subject to and according to Applicable Regulations).
- 6.5.** Unless the Client has notified FXTM in writing to the contrary, FXTM may hold Segregated Funds on the Client's behalf in a Segregated Account located outside Cyprus or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside Cyprus. The legal and regulatory regime applying to any such person will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus. FXTM will not be liable for the solvency, acts or omissions of any third party referred to in this clause.
- 6.6.** The Client agrees that, in the event that there has been no movement on the Client's Trading Account Balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and FXTM is unable to trace the Client despite having taken reasonable steps to do so, FXTM may release any Client's money balances from the Segregated Account.

- 6.7.** The Client agrees that in the event that his/her remaining Trading Account Balance is up to 1 cent (EUR) and his/her Trading Account is closed or inactive for more than 90 calendar days, then the Company shall have the right to deduct this remaining Trading Account Balance of up to 1 cent (EUR) and use it for charity purposes at its absolute discretion.
- 6.8.** FXTM is member of the Investors Compensation Fund (ICF). The Client may be entitled to compensation from the ICF if FXTM cannot meet its obligations in the situations explained in the document with the title “Investors Compensation Fund”, as this can be found in the Website.
- 6.9.** FXTM will carry out reconciliations of records and Segregated Funds with the records and accounts of the money FXTM holds in Segregated Accounts on a daily basis, and any required transfer to or from the Segregated Account will take place by the close of business on the day that the reconciliation is performed. FXTM reserves the right to carry out such reconciliations and transfers more frequently, should FXTM reasonably consider that this is necessary to protect FXTM's or a Client's interests.
- 6.10.** The Client agrees that FXTM shall not be held liable or have any further obligation in the event that any credit or financial institution with which Segregated Funds are held defaults in its obligations with respect to the Segregated Funds.

## 7. Services

- 7.1.** Subject to the Client's obligations under the Operative Agreements being fulfilled and any other rights of FXTM herein in the Operative Agreements, FXTM will offer the following Services to the Client:
- (a) Receive and transmit orders or execute orders for the Client in Financial Instruments acting as Principal;
  - (b) Provide Foreign Currency Services provided they are associated with the provision of the Investment Service of clause 7.1(a) herein;
  - (c) Grant credits or loans to a Client (as and if applicable), to allow the Client to carry out a transaction in one or more Financial Instruments, as described in the present clause, provided that FXTM is involved in the aforesaid transaction;
  - (d) Provide Safekeeping and administration of Financial Instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management, as described in clause 6 above herein;
  - (e) Provide the Clients access to Investment Research data and financial analysis which may be relevant for Clients' consideration;
  - (f) Provide Portfolio Management in assisting Clients in managing their funds provided that the Client accepts the agreement (s) under the title [“Terms of Business - FXTM PAMM /Investor”](#) and [“Terms of Business - FXTM Invest/Investor”](#);
  - (g) Provide Investment Advice Services provided that the Client accepts any additional agreement requested by FXTM in this respect;
  - (h) Dealing on own Account.



- 7.2.** Subject to the Client's obligations under the Operative Agreements being fulfilled, FXTM may enter into Transactions with the Client in Financial Instruments specified on the Website.
- 7.3.** FXTM shall carry out all Transactions with the Client on an execution-only basis. FXTM is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client. FXTM is under no obligation, unless otherwise agreed in the Operative Agreements, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.
- 7.4.** The Client shall not be entitled to ask FXTM to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. Any investment advice and/or statements of opinion shall be provided by FXTM to the Client only where an additional agreement is concluded between FXTM and the Client as per clause 7.1 (g) above herein and the applicable suitability requirements are met.
- 7.5.** FXTM shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.
- 7.6.** FXTM will not provide personal recommendations or advice on the merits of any specific Transactions.
- 7.7.** FXTM may from time to time and at its discretion provide information and recommendations in newsletters which it may post on the Website or provide to subscribers via the Website or otherwise. Where it does so:
- (a) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice;
  - (b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
  - (c) FXTM gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;
  - (d) the Client accepts that prior to dispatch, FXTM may have acted upon it itself to made use of the information on which it is based. FXTM does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients. Any published research reports or recommendations may appear in one or more screen information service.
  - (e) It is provided solely to assist the Client to make the Client's own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
  - (f) It does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is resident and it is the Client's responsibility to ensure compliance therewith.



- 7.8.** In providing the Client with reception and transmission and/or execution services FXTM is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him. As a result, the Client will not benefit from the protection of the Applicable Regulations as regards assessment of suitability.
- 7.9.** FXTM is obliged under Applicable Regulations to obtain information at least once per year about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client. If the Client elects not to provide such information to FXTM, or if the Client provides insufficient information, FXTM will not be able to determine whether the service or product envisaged is appropriate for the Client. FXTM shall assume that information about his knowledge and experience provided from the Client to FXTM is accurate and FXTM will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed FXTM of such changes.
- 7.10.** FXTM reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that FXTM will have no obligation to inform the Client of the reasons. FXTM further reserves the right to suspend or delay the provision of any Services in the event of Abnormal Market Conditions.
- 7.11** Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
- 7.12** FXTM has the right to offer, at its discretion, through the Website, the opportunity for the Client to open a demo account. The Client is hereby notified and understands that the execution in the demo environment where a demo account operates might differ from the environment of a live account. FXTM shall not be liable for any loss and/or other damage incurred by reason of such differences.

## **8. Conflicts of interest and material interests**

- 8.1.** When FXTM deals with or for the Client, FXTM, an associate or some other person connected with FXTM, may have an interest, relationship or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By way of example only, when FXTM deals with a Transaction for or on behalf of the Client, FXTM may be:
- (a) dealing in the Instrument concerned as Principal for FXTM's account by selling to or buying the Instrument from the Client;
  - (b) matching the Client's Transaction with that of another Client by acting on such other Client's behalf as well as on the Client's behalf;
  - (c) dealing in the Instrument which FXTM recommends to the Client (including holding a Long or Short Position); or





- (d) advising and providing other services to associates or other Clients of FXTM who may have interests in investments or underlying assets which conflict with the Client's interests.
- 8.2.** The Client consents to and authorizes FXTM to deal with or for the Client in any manner which FXTM considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. FXTM's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while advising the Client.
- 8.3.** Under the Law, FXTM is required to take all reasonable steps to detect and avoid conflicts of interest. FXTM is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services. A summary of the policy is found in the document with title "Summary of Conflicts of Interest Policy", as this can be found in the Website.

## **9. Commissions, charges and other costs**

- 9.1.** The Client shall be obliged to pay FXTM the commissions, charges and other costs set out in the Contracts Specifications. FXTM will provide to the Client an itemized breakdown of the total commissions, costs and charges at the request of the Client. These can be found inside the Client's personal area, MyFXTM.
- 9.2.** FXTM may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on FXTM Website.
- 9.3.** Any commissions or fees which FXTM receives or pays will be effected according to the provisions of Applicable Regulations.
- 9.4.** FXTM may from time to time deal on the Client's behalf with persons whom FXTM has a soft commission agreement which permits FXTM (or another member of FXTM's group) to receive goods or services in return for transacting investment business with such persons or others. It is the policy of FXTM in relation to such agreements to ensure that such arrangements operate in the best interest of the Client as far as practicable, for example, because the arrangements allow access to information or other benefits which would not otherwise be available.
- 9.5.** The Client is hereby informed that in the event where the Client has been introduced to FXTM by a Partner (Introducer and/or Affiliate) of FXTM Partners (Pinnacle Services Ltd) and/or of FXTM and/or any third party, FXTM may pay a fee and/or commission to FXTM Partners and/or the Partner directly, for services rendered calculated on the basis of the volume traded by the Client and/or otherwise and/or on the basis of the agreement concluded between the two parties. Upon request from the Client, FXTM shall disclose further details.

- 9.6.** The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions.
- 9.7.** The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- 9.8.** FXTM shall have the right to pay, or be paid a fee or commission, provide or provided with any non-monetary benefit (hereinafter the “inducement”) in connection with the provision of an investment service or ancillary service to or by any party other than the Client or a person on behalf of the Client, where the relevant payment or benefit:
- (a) is designed to enhance the quality of the relevant service to the Client;
  - (b) does not impair compliance with FXTM's duty to act honestly, fairly and professionally in accordance with the best interests of the Client;
- 9.9** In such a case, FXTM shall disclose to the Client, the existence, nature and amount of the inducement or, where the amount cannot be ascertained, its method of calculation. Where applicable, FXTM shall also inform the Client on mechanisms for transferring to the Client the fee, commission, monetary or non-monetary benefit received in relation to the provision of the investment or ancillary service.
- 9.10** In case the Client performs a withdrawal request without any trading activity from the last deposit made or if any other form of abuse is found FXTM reserves the right to:
- a) charge the Client the equivalent amount of any deposit fees incurred, or
  - b) 3% of the total withdrawal amount.
- The Client will be notified via email about processed withdrawal request and applied charges.
- 9.11.** In case the Client does not have any trading activity on all Clients Trading Accounts for a period equal to 6 (Six) consecutive calendar months or more starting from last Clients trading activity, FXTM on a monthly basis will charge the Client an amount of 5 EUR/USD/GBP or NGN equivalent to USD per account, depending on Client's Trading Account currency.
- 9.12.** FXTM shall inform its Clients about the fees, commissions or any monetary benefits transferred to them.



## 10. Currency

- 10.1.** FXTM is entitled, without prior notice to the Client, to make any currency conversions which FXTM considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by FXTM in such manner and at such rates as FXTM may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.
- 10.2.** All foreign currency exchange risk arising from any Transaction or from the compliance by FXTM with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client.

## 11. Providing Quotes

- 11.1.** FXTM provides Quotes to the Client in accordance with the Terms of Business.
- 11.2.** FXTM shall not be obliged to, but may, at its absolute discretion, execute as Principal the Client's Requests and Instructions in respect of any Instrument out of normal trading hours specified in the Contract Specifications for that particular Instrument. In such a case all the trades executed will be reported and submitted to the Client if required and/or requested.
- 11.3.** FXTM specifies Spread for each Instrument in the Contract Specifications. FXTM is entitled to change Spreads without prior Written Notice to the Client subject to the Terms of Business. Otherwise, FXTM shall notify the Client not less than 7 (seven) calendar days prior to any changes in Spreads.

## 12. Client's Requests and Instructions

- 12.1.** FXTM processes and executes Requests and Instructions in accordance with the Terms of Business.
- 12.2.** FXTM is entitled to decline a Request or an Instruction if any of the conditions set out in the Terms of Business or in clause 12.3 of this Agreement is breached before the Request or Instruction is processed by FXTM. However, FXTM may at its absolute discretion, accept and execute the Request or Instruction, notwithstanding that the conditions in the Terms of Business or in clause 12.3 of this Agreement are breached. If FXTM executes the Request or Instruction and becomes aware of any breach of the conditions set out in the Terms of Business or in clause 12.3 of this Agreement, FXTM may act in accordance with the Terms of Business.
- 12.3.** The conditions referred to in clause 12.2 are as follows:

- (a) a Quote must be obtained from FXTM;
  - (b) a Quote must not be an Indicative Quote;
  - (c) if a Quote is provided to the Client via the Client Terminal the Client Instruction must be given whilst the Quote is valid;
  - (d) FXTM receives and accepts the Instruction before the Internet connection is disrupted;
  - (e) a Quote must not be manifestly erroneous;
  - (f) a Quote must not be an Error Quote (Spike);
  - (g) the Transaction Size must not be less than the minimum Transaction Size for this Instrument indicated in the Contract Specifications;
  - (h) a Force Majeure Event must not have occurred;
  - (i) when the Client gives a Request or an Instruction to FXTM an Event of Default must not have occurred in respect of the Client; and
  - (j) when the Client opens a position, the Client shall have sufficient Free Margin to cover the Initial Margin requirement in respect of that Open Position.
- 12.4.** Terms defined in the Operative Agreements are subject to the Transaction Size within Normal Market Size for the specified Instrument (refer to the Website for details). FXTM may, at its absolute discretion, change these terms if the Client wishes to make a Transaction larger than Normal Market Size for the specified Instrument.
- 12.5.** FXTM reserves the right not to accept any offer or to enter into a Transaction with the Client, e.g., if FXTM believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or the proposed Transaction is of such a size (too small or too large), that FXTM does not wish to accept that Transaction.
- 12.6.** FXTM has the right to delete any cancelled Pending Orders older than 1 month from the Client's Trading Account history.
- 12.7.** The Client understands, confirms and accepts herein that any and/or all of his/her trading account history in MetaTrader 4 and/or MetaTrader 5 Platforms may at any time and without prior written consent and/or notice to the Client, further be archived by FXTM to a single summarized line in the respective MetaTrader 4 and/or MetaTrader 5 trading account, where such trading account history records exceed a timeframe of one (1) month.
- 12.8.** The Client further, understands, confirms and accepts herein that such archived trading and non- trading history shall be accessible and/or downloadable at any time from and/or within the Client's MyFXTM.
- 12.9.** FXTM hereby confirms that Client's archived original trading history records from MetaTrader 4 and MetaTrader 5 Platforms within the Client's MyFXTM, shall be accessible and/or downloadable by the Client at any time through his/her MyFXTM.
- 12.10.** FXTM hereby confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least five (5) years after the



termination of the business relationship with the Client and as per applicable legislative requirements.

## 13. Netting

- 13.1.** The amounts payable under the Operative Agreements are automatically converted by FXTM into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 13.2.** If the aggregate amount payable under the Operative Agreements by the Client equals the aggregate amount payable under the Operative Agreements by FXTM, then the obligations to make payment of any such amount will be automatically satisfied and discharged.
- 13.3.** If the aggregate amount payable under the Operative Agreements by one party exceeds the aggregate amount payable under the Operative Agreements by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged. This provision shall also apply when a Client that may have multiple Trading Accounts and where an amount is due and owing to FXTM from one of the Trading Accounts whereas there are funds available in any other Trading Account, then FXTM shall be entitled to settle any obligations due by the Trading Account in deficit by transferring funds from the Trading Account(s) which has funds available. In the event of such transfer, FXTM shall not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to Stop-out Level.
- 13.4.** The Client obligations to pay any due amount shall include all commissions, charges and other costs determined by FXTM.
- 13.5.** The Company, under the terms and conditions of Operative Agreements reserves the right at its absolute discretion, to disable Clients account without prior notice in case it places abnormal number of erroneous requests which creates an extra-load to the FXTM's servers and can cause negative trading experience to the Clients of the respective servers. Erroneous requests may include but not limited to invalid stops or modifications, wrong TP or SL, over limit volume or number of orders, requests with not enough account funds and others.

## 14. Margin requirements

- 14.1.** The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as FXTM, at its sole discretion, may require from time to time under the Operative Agreements. Such sums of money shall only be paid to FXTM's bank account in the form of cleared funds. It is the Client's responsibility to ensure that the Client understands how a margin is calculated.



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- 14.2.** The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position. The amount of Initial Margin and Hedged Margin for each Instrument is defined in the Contract Specifications.
- 14.3.** If no Force Majeure Event has occurred, FXTM is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- 14.4.** FXTM is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- 14.5.** FXTM is entitled to apply new margin requirements amended in accordance with clauses 14.3 and 14.4 to the new positions and to the positions which are already open.
- 14.6.** FXTM is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than certain rate depending on the account type as stipulated on the Website.
- 14.7.** It is the Client's responsibility to notify FXTM as soon as the Client believes that the Client will be unable to meet a margin payment when due.
- 14.8.** FXTM is not obliged to make margin calls for the Client. FXTM is not liable to the Client for any failure by FXTM to contact or attempt to contact the Client.
- 14.9.** For the purposes of determining whether the Client has breached clause 14.6 above, any sums referred to therein which are not denominated in the Currency of the Trading Account shall be treated as if they were denominated in the Currency of the Trading Account by converting them into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.

## 15. Payments

- 15.1.** The Client may deposit funds into the Trading Account at any time. All payments to FXTM shall be made in accordance with Payment Instructions set forth on Client's Personal area MyFXTM. Under no circumstances will third party or anonymous payments be accepted.
- 15.2.** The Client may withdraw funds from the Trading Account at any time in accordance with the clause 15.3.
- 15.3.** If the Client gives an instruction to withdraw funds from the Trading Account, FXTM shall pay the specified amount on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours. if the following requirements are met:
  - (a) the withdrawal instruction includes all necessary information;

- (b) the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted); and
- (c) at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.

The Client acknowledges and accepts that the expected destination of outgoing transfers/payments will be the same as with the expected destination of incoming of funds. The Client will not be allowed to withdraw his funds by any other method, or to any other country, apart from his/her country of origin.

- 15.4.** The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to FXTM.

However, under exceptional cases, FXTM may proceed to send funds to a different country from the Client's country of residence, provided that all the relevant information and documentation is submitted by the Client.

- 15.5.** FXTM shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs FXTM to close the Client's Trading Account, the net amount payable to the Client shall be the balance amount less any and all bank charges provided the balance amount is greater than the bank charges; if not, then the Client agrees he will not receive any amount and the account will be closed without any further transfer of funds taking place.
- 15.6.** If the Client has the obligation to pay any amount to FXTM which exceeds the Trading Account Equity the Client shall pay the amount of excess forthwith upon the obligation arising.
- 15.7.** FXTM ensures that losses will not exceed the total available funds per Clients' FXTM trading account(s) (negative balance protection).
- 15.8.** All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are cleared by FXTM's bank.
- 15.9.** The Client acknowledges and agrees that (without prejudice to any of FXTM's other rights under the Operative Agreements to close out the Client's Open Positions and exercise other default remedies against the Client), where a sum is due and payable to FXTM in accordance with the Operative Agreements and sufficient cleared funds are not yet credited to the Client's Trading Account, FXTM shall be entitled to treat the Client as having failed to make a payment to FXTM and to exercise its rights under the Operative Agreements. The Client shall make any margin payments or other payments due in US dollars, Euros, other currencies accepted by FXTM. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of FXTM.



## 16. Limitations of liability and indemnity

- 16.1.** Nothing in the Operative Agreements will exclude or restrict any obligation or liability which FXTM may have or owe to the Client under Applicable Regulations, nor any liability which FXTM may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor will anything in the Operative Agreements require the Client to indemnify or compensate FXTM to any extent prohibited by Applicable Regulations.
- 16.2.** In the event FXTM may provide advice, information or recommendations to the Client, FXTM shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that FXTM shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of FXTM to void or close any Transaction in the specific circumstances set out in the Operative Agreements, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both FXTM and the Client.
- 16.3.** FXTM will not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:
- (a) any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal;
  - (b) Transactions made via the Client Terminal or by telephone;
  - (c) any failure by FXTM to perform any of its obligations under the Operative Agreements as a result of a cause beyond its control; or
  - (d) the acts, omissions or negligence of any third party.
- 16.4.** The Client will indemnify or indemnify on demand FXTM in respect of all liabilities, costs, claims, damages, losses (including without limitation any interest, penalties and legal costs) and expenses of any nature whatsoever which FXTM suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Operative Agreements.
- 16.5.** FXTM shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Operative Agreements, unless otherwise agreed in the Terms of Business.

## 17. Complaints Management Procedure



- 17.1.** If any conflict situation arises when the Client reasonably believes that FXTM as a result of any action or failure to act has breached one or more of the terms of the Operative Agreements, the Client has the right to lodge a complaint with FXTM as soon as reasonably practicable after the occurrence of the event.
- 17.2.** The Client may in certain cases refer the matter to the Financial Ombudsman Service of Cyprus.
- 17.3.** The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service may not adjudicate on any cases where litigation has commenced.
- a. Complaints Procedure**
- 17.4** To file any complaint, the Client should follow the procedure outlined in the Complaints Management Policy posted on the Website.
- 17.5** FXTM has the right to dismiss a complaint in case it does not comply with the requirements set out above.
- b. Server Log\_File**
- 17.6** The Server Log\_File is the most reliable source of information in a case of any dispute. The Server Log\_File has the absolute priority over other arguments including the Client Terminal Log\_File as the Client Terminal Log\_File does not register every stage of the execution of the Client's Instructions and Requests.
- 17.7** If the Server Log\_File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.
- c. Indemnification**
- 17.8** FXTM may indemnify the Client by:
- (a) crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative; and/or
  - (b) reopening erroneously closed positions; and/or
  - (c) deleting erroneously opened positions or placed Orders.
- 17.9** FXTM has the right to choose the method of indemnification at its sole discretion.
- 17.10** Complaints on matters not mentioned in the Operative Agreements are resolved in accordance with the common market practice and at the sole discretion of FXTM.



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- 17.11** If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the complaint will be made on a basis of the live Server's Quotes Base synchronized in accordance with the Terms of Business.
- 17.12** FXTM shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.
- 17.13** FXTM shall not be liable to the Client in regard to any indirect, consequential or non-financial damage (emotional distress, etc.).
- 17.14** The Compliance Department shall consider any Client's complaint and endeavor to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within five Business Days from the day the complaint is received.
- d. Refusal of Complaint**
- 17.15** FXTM shall have the absolute right to refuse a complaint lodged by a Client.
- 17.16** If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions or Requests which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.
- 17.17** Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.
- 17.18** Complaints in regard to time of Order execution notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution are not accepted, unless the Order placed in the queue has not been executed as the Terms of Business provide.
- 17.19** No Client complaints will be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.
- 17.20** In regard to all disputes any references by the Client to the Quotes of other companies or information systems will not be taken into account.
- 17.21** The Client acknowledges that he/she will not be able to manage the position while the dispute in regard to this position is being considered and no complaints in regard to this matter are accepted.



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- 17.22** The Client acknowledges that FXTM will not notify him/her that the dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.
- 17.23** Once the dispute has been resolved the FXTM has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.
- 17.24** FXTM has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

## 18. Communications

- 18.1.** The rules of communication between the Client and FXTM are set out in the Terms of Business.
- 18.2.** The Client shall give Instructions and Requests only via the Client Terminal or by telephone, in accordance with the Terms of Business.

## 19. Written Notice

- 19.1.** Any Written Notice given under this Agreement may be made as follows:
- (a) Trading Platform internal mail;
  - (b) email;
  - (c) post; or
  - (d) information published on FXTM News Webpage.
- 19.2.** All contact details provided by the Client, e.g. address, email address as last notified will be used as applicable. The Client agrees to accept any notices or messages from FXTM at any time.
- 19.3.** Any such Written Notice will be deemed to have been served:
- (a) if sent by email, within one hour after emailing it;
  - (b) if sent by Trading Platform internal mail, immediately after sending it;
  - (c) if sent by post, seven calendar days after posting it;
  - (d) if posted on FXTM News Webpage, within one hour after it has been posted.
- 19.4.** For the purpose of clause 19, “business hours” mean between 8:00 a.m. and 5:00 p.m. on a Business Day.



## 20. Amendment and termination

- 20.1.** The Client acknowledges that FXTM has the right to unilaterally modify the terms and conditions of the Operative Agreements at any time and at its sole discretion, giving to the Client Written Notice by email and/or by posting the modification on the Website and the Client shall have an option to terminate the present by giving notice in writing.
- 20.2.** The Client may terminate this Agreement with immediate effect by giving Written Notice to FXTM.
- 20.3.** FXTM may terminate this Agreement with immediate effect by giving Written Notice to the Client.
- 20.4.** Any such termination will not affect any obligation which has already been incurred by either the Client or FXTM in respect of any Open Position or any legal rights or obligations which may already have arisen under the Operative Agreements or any Transactions and deposit/withdrawal operations made thereunder.
- 20.5.** Upon termination of this Agreement, FXTM will be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform.
- 20.6.** Upon termination of this Agreement, all amounts payable by the Client to FXTM will become immediately due and payable including (but without limitation):
- (a) all outstanding fees, charges and commissions;
  - (b) any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm; and
  - (c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by FXTM on the Client's behalf.

## 21. How we use your personal information

FXTM will only use the Client's personal information as set out in FXTM's Policy Statement [here](#).

## 22. Confidentiality and Waiver

- 22.1.** The information which FXTM holds about the Client is confidential and will not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of FXTM and was not subject to an obligation

of confidence or non-disclosure at the moment of its receipt by FXTM. Information of a confidential nature will only be disclosed to any person, in the following circumstances:

- (a) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over FXTM;
- (b) to investigate or prevent fraud or other illegal activity;
- (c) to those members of FXTM's personnel who require information thereof for the performance of their duties under the Operative Agreements or to any third party in connection with the provision of Services to the Client by FXTM;
- (d) for purposes ancillary to the provision of the Services or the administration of the Client's Trading Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
- (f) at the Client's request or with the Client's consent;
- (g) to FXTM's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (h) to judicial proceeding between FXTM and the Client;
- (i) where required in compliance with the FATCA, the CRS and MiFIR.

**22.2** Notwithstanding anything to the contrary in this Agreement or in any non-disclosure, confidentiality or other agreement between the parties, each party hereby consents to the disclosure of information:

- (a) to the extent required or permitted under, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule or regulation ("EMIR and Supporting Regulation") which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR and Supporting Regulation regarding reporting and/or retention of transaction and similar information issued by any authority or body or agency in accordance with which the other party is required or accustomed to act ("Reporting Requirements"); or
- (b) to and between the other party's head office, branches or Affiliates, or any persons or entities who provide services to such other party or its head office, branches or Affiliates, in each case, in connection with such Reporting Requirements.

Each party acknowledges that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

Each party further acknowledges that disclosures made pursuant hereto may include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognized in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets



Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. Each party further acknowledges that, for purposes of complying with regulatory reporting obligations, a party may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. Each party also acknowledges that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction. For the avoidance of doubt, (i) to the extent that applicable nondisclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each party for purposes of such law; (ii) any agreement between the parties to maintain confidentiality of information contained in this Agreement or in any non-disclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and (iii) nothing herein is intended to limit the scope of any other consent to disclosure separately given by each party to the other party.

The consenting party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

## 23. Time of essence

Time shall be of the essence in the Operative Agreements.

## 24. Default

**24.1.** Each of the following constitutes an "Event of Default":

- a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Operative Agreements;
- b) the failure of the Client to perform any obligation due to FXTM;
- c) any breach of clauses 14 or 15 by the Client;
- d) the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;



- e) where any representation or warranty made by the Client in clause 25 is or becomes untrue;
- f) the Client is unable to pay the Client's debts when they fall due;
- g) the Client (if the Client is an individual) dies or becomes of unsound mind; or
- h) any other circumstance where FXTM reasonably believes that it is necessary or desirable to take any action set out in clause 24.2.
- i) The Client has carried out trading:
  - which can be characterized as excessive without a legitimate intent, to profit from market movements;
  - while relying on price latency or arbitrage opportunities;
  - which can be considered as market abuse;
  - during Abnormal Market Conditions.

**24.2.** If an Event of Default occurs FXTM may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

- a) close out all or any of the Client's Open Positions at current Quotes;
- b) debit the Client's Trading Account(s) for the amounts which are due to FXTM;
- c) close any or all of the Client's Trading Accounts held with FXTM;
- d) refuse to open new Trading Accounts for the Client;
- e) adjust the Client's trading account balance to remove illicit profit.

## 25. Representations and warranties

**25.1.** The Client represents and warrants to FXTM, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

- i. the information provided by the Client to FXTM in the "Complete your Profile" Form and the Operative Agreements and at any time thereafter is true, accurate and complete in all material respects;
- ii. the Client has read and fully understood the terms of the Operative Agreements including the Risk Acknowledgement and Disclosure;
- iii. the Client is duly authorized to enter into the Operative Agreements, to give Instructions and Requests and to perform its obligations thereunder;
- iv. the Client acts as Principal;
- v. the Client is an individual who has completed an "Application to Open a Personal Margin Trading Account" Form or, if the Client is a company, the person who has completed "Application to Open a Corporate Margin Trading Account" Form on the Client's behalf is duly authorized to do so;
- vi. all actions performed under the Operative Agreements will not violate the Law, the Applicable Regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;

- vii. the Client consents to the provision of the information of the Operative Agreements by means of Website; and
- viii. the Client confirms that he has regular access to the internet and consents FXTM provides him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Operative Agreements, Policies and information about the nature and risks of investments by posting such information on the Website.

**25.2** In addition to all other rights and remedies available to it, FXTM has the right to render any position voidable or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client breaches clause 25.1.

## 26. Force Majeure

**26.1.** FXTM may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case FXTM will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

- (a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in FXTM's reasonable opinion, prevents FXTM from maintaining an orderly market in one or more of the Instruments;
- (b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which FXTM relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; or
- (c) Abnormal Market Conditions.

**26.2.** If FXTM determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) FXTM may without prior Written Notice and at any time take any of the following steps:

- (a) increase margin requirements;
- (b) close out any or all Open Positions at such prices as FXTM considers in good faith to be appropriate;
- (c) suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for FXTM to comply with them; or
- (d) take or omit to take all such other actions as FXTM deems to be reasonably appropriate in the circumstances with regard to the position of FXTM, the Client and other Clients.

## 27. Miscellaneous



- 27.1** FXTM has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.
- 27.2** FXTM reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if FXTM suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with FXTM or otherwise related or connected to the any and/or all Transactions. Under such circumstances, FXTM shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
- 27.3** In the event that a situation arises that is not covered under the Operative Agreements, FXTM will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 27.4** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by FXTM shall constitute a waiver by FXTM of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
- 27.5** Any liability of the Client to FXTM under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by FXTM in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by FXTM of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by FXTM of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent FXTM from subsequently requiring compliance with the waived obligation.
- 27.6** The rights and remedies provided to FXTM under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
- 27.7** FXTM may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment shall come into effect ten Business Days following the day the Client is deemed to have received notice of the assignment in accordance with the Terms of Business.
- 27.8** If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement or the Terms of Business, but the enforceability of the remainder of Operative Agreements shall not be affected.

- 27.9** The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Operative Agreements without prior written consent of FXTM and any purported assignment, charge or transfer in violation of this term shall be void.
- 27.10** Where the Client comprises two or more persons, the liabilities and obligations under any agreement with FXTM shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 27.11** In the event of the death or mental incapacity of one of the persons which form the Client, all funds held by FXTM or its Nominee, will be for the benefit and at the order of the survivor Account Holder(s) and all obligations and liabilities owed to FXTM will be owed by such survivor(s).
- 27.12** The Client accepts and understands that FXTM's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about FXTM and its activities. Translation or information provided in languages other than English in FXTM's local websites is for informational purposes only and do not bind FXTM or have any legal effect whatsoever, FXTM having no responsibility or liability regarding the correctness of the information therein.

## 28. Governing law and jurisdiction

**28.1** This Agreement shall be governed by and construed in accordance with the laws of Cyprus.

**28.2** With respect to any proceedings, the Client irrevocably:

- (a) agrees that the courts of Cyprus shall have exclusive jurisdiction to determine any proceedings;
- (b) submits to the jurisdiction of Cypriot courts;
- (c) waives any objection which the Client may have at any time to the bringing of any proceedings in any such court; and
- (d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

**28.3** Intellectual Property Legal Clause:

The Client hereby is deprived from any right to use "Forex Time" and/or "FXTM" as the part of or a sole word while registering domain names or as the part of or a sole word while taking nickname in any social network and/or from any other unauthorized usage of "Forex Time" and/or "FXTM" for personal needs.



## 29. Use of the Trading Platform and Safety

- 29.1** The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands that FXTM reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he allowed such use.
- 29.2** When using the Trading Platform the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Trading Platform or cause it to malfunction.
- 29.3** The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without FXTM's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
- 29.4** The Client agrees to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on his behalf according to clause 5.3
- 29.5** The Client agrees to notify FXTM immediately if he know or suspect that his Access Data has or may have been disclosed to any unauthorized person.
- 29.6** The Client agrees to co-operate with any investigation FXTM may conduct into any misuse or suspected misuse of his Access Data.
- 29.7** The Client accepts that he will be liable for all orders given through and under his Access Data and any such orders received by us will be considered as received by him. In cases where a third person is assigned as an authorized representative to act on his behalf (according to clause 5.3.), the Client will be responsible for all orders given through and under his representative's Access Data.
- 29.8** The Client acknowledges that FXTM bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.

## 30. Agreement to Reconcile Portfolio Data

**(1)** The parties agree to reconcile portfolios as required by the Portfolio Reconciliation Risk Mitigation Techniques.

**(a) One-way Delivery of Portfolio Data.**

If one party is a Portfolio Data Sending Entity and the other party is a Portfolio Data Receiving Entity:

- i. on each Data Delivery Date, the Portfolio Data Sending Entity will provide Portfolio Data to the Portfolio Data Receiving Entity;
- ii. on each PR Due Date, the Portfolio Data Receiving Entity will perform a Data Reconciliation;
- iii. if the Portfolio Data Receiving Entity identifies one or more discrepancies which such party determines, acting reasonably and in good faith, are material to the rights and obligations of the parties in respect of one or more Relevant Transaction(s), it will notify the other party in writing as soon as reasonably practicable and the parties will consult with each other in an attempt to resolve such discrepancies in a timely fashion for so long as such discrepancies remain outstanding, using, without limitation, any applicable updated reconciliation data produced during the period in which such discrepancy remains outstanding; and
- iv. if the Portfolio Data Receiving Entity does not notify the Portfolio Data Sending Entity that the Portfolio Data contains discrepancies by 4p.m. local time in the place of business of the Portfolio Data Sending Entity on the fifth Joint Business Day following the later of the PR Due Date and the date on which the Portfolio Data Sending Entity provided such Portfolio Data to the Portfolio Data Receiving Entity, the Portfolio Data Receiving Entity will be deemed to have affirmed such Portfolio Data.

**(b) Exchange of Portfolio Data.**

If both parties are Portfolio Data Sending Entities:

- i. on each Data Delivery Date, each party will provide Portfolio Data to the other party;
- ii. on each PR Due Date, each party will perform a Data Reconciliation; and
- iii. if a party identifies one or more discrepancies which such party determines, acting reasonably and in good faith, are material to the rights and obligations of the parties in respect of one or more Relevant Transaction(s), it will notify the other party in writing as soon as reasonably practicable and the parties will consult with each other in an attempt to resolve any such discrepancies in a timely fashion for so long as such discrepancies remain outstanding, using, without limitation, any applicable updated reconciliation data produced during the period in which such discrepancy remains outstanding.

**(2) Change of Status**

**(a)** Each party may change its own designation with the written agreement of the other party (such agreement not to be unreasonably withheld or delayed [and for this purpose the parties agree, without limitation, that it will not be unreasonable for a party to withhold agreement where agreement would result in the other party having different designations in respect of such party and one or more Affiliates of such party]). No change of designation will be permitted where the result would be both parties are Portfolio Data Receiving Entities unless

the parties also agree a process for reconciling Portfolio Data in order to meet the requirements of the Portfolio Reconciliation Risk Mitigation Techniques.

- (b) If a party believes, acting reasonably and in good faith, that the parties are required to perform Data Reconciliation at a greater or lesser frequency than that being used by the parties at such time, it will notify the other party of such in writing, providing evidence on request. From the date such notice is effectively delivered, such greater or lesser frequency will apply and the first following PR Due Date will be the earlier of the date agreed between the parties and the last Joint Business Day in the PR Period starting on the date on which the immediately preceding Data Reconciliation occurred (or, if no Joint Business Day occurs which is within such PR Period and is on or following the date such notice is effective, the first Joint Business Day following the later of the end of such PR Period and the date such notice is effective).

### **(3) Use of Agents and third party service providers**

- (a) For the purposes of performing all or part of the actions under clauses 31(1) and 31(2), each party may appoint:
- (i) an Affiliate to act as Agent, immediately on written notice to the other party; and/or
  - (ii) subject to the other party's agreement (such agreement not to be unreasonably withheld or delayed [and which may include any such agreement existing prior to 4/4/14 (1) an entity other than an Affiliate as Agent and/or (2) a qualified and duly mandated third-party service provider.

### **(4) Dispute Identification and Resolution Procedure**

The parties agree that they will use the following procedure to identify and resolve Disputes between them:

- (a) either party may identify a Dispute by sending a Dispute Notice to the other party;
- (b) on or following the Dispute Date, the parties will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or the parties agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute; and
- (c) with respect to any Dispute that is not resolved within five Joint Business Days of the Dispute Date, refer issues internally to appropriately senior members of staff of such party or of its Affiliate, adviser or Agent in addition to actions under (b) immediately above (including actions under any Agreed Process identified and used under (b) immediately above) and to the extent such referral has not occurred as a result of action under (b) immediately above (including any Agreed Process).

### **(5) Internal processes for recording and monitoring Disputes**



Each party agrees that, to the extent the Dispute Resolution Risk Mitigation Techniques apply to each party, it will have internal procedures and processes in place to record and monitor any Dispute for as long as the Dispute remains outstanding.

#### **(6) Relationship to other portfolio reconciliation and dispute resolution processes**

This clause 30 and any action or inaction of either party in respect of it are without prejudice to any rights or obligations the parties may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. Action or inaction by a party in respect of this clause 30 will not be presumed to operate as an exercise or waiver, in whole or part, of any right, power or privilege such party may possess in respect of each other under any Agreed Process or other contractual agreement, by operation of law or otherwise. In particular, but without limitation, (a) any valuation in respect of one or more Relevant Transactions for the purposes of this clause 30 will be without prejudice to any other valuation with respect to such Relevant Transaction(s) made for collateral, close out, dispute or other purpose; (b) the parties may seek to identify and resolve issues and discrepancies between themselves before either party delivers a Dispute Notice; and (c) nothing in this clause 30 obliges a party to deliver a Dispute Notice following the identification of any such issue or discrepancy (notwithstanding that such issue or discrepancy may remain unresolved) or limits the rights of the parties to serve a Dispute Notice, to commence or continue an Agreed Process (whether or not any action under clause 30(4) has occurred) or otherwise to pursue any dispute resolution process in respect of any such issue or discrepancy (whether or not any action under clause 30(4) has occurred).

## **31. Remedies for Breach**

Without prejudice to the rights, powers, remedies and privileges provided by law, failure by a party to take any actions required by or to otherwise comply with clause 30 or any inaccuracy of the representation and warranty in clause 22.2, in either case, will not constitute an Event of Default or Termination Event in respect of such party.

## **32. Trading Benefits**

In the event where the Client agrees to participate in a promotion and/or contest which offers a trading benefit (hereinafter the Trading Benefits Scheme) the following terms and conditions shall apply:

- (a) A Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the terms and conditions.
- (b) FXTM will not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to Stop-out Level, if the trading benefit is withdrawn for any reason pursuant to the applicable terms and conditions of the Trading Benefit Scheme. The Company ensures that losses will not exceed the total available funds per Clients' FXTM trading account(s) (negative balance protection).



- (c) FXTM reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time provided that it informs the Client that was granted a trading benefit in advance. The Client shall have the right either to continue using the Trading Benefit Scheme or to cancel it without any cost and without being considered that the trading benefit conditions are not fulfilled. Under no circumstances shall FXTM be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Trading Benefit Scheme.
- (d) Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in a Client's account or multiple account with FXTM or otherwise related or connected to the Trading Benefit Scheme will nullify any and all transactions executed and/or profits or losses garnered therein.
- (e) FXTM reserves the right, at its sole discretion, to disqualify any individual from any trading benefit if FXTM suspects misuses or attempts to misuse the Trading Benefit Scheme or breaches the present Agreement and/or any of FXTM's Business Terms and/or the terms and conditions of the Trading Benefit Scheme and to cancel all orders and annul all profits of such client. In these circumstances, FXTM shall not be liable for any consequences of the trading benefit cancellation.
- (f) In the event of dispute, this shall be resolved in accordance to the complaints procedure set out herein.
- (g) Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the binding version in the event of any discrepancy between the two languages.

## 33. Swap Free Account

33.1 In the case where the Client opens a Swap-Free Trading Account(s) the Client acknowledges and agrees to the following:

- (a) If FXTM suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) or otherwise related or connected to any and/or all Transactions, then FXTM reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all Transactions made in the account(s) and decline from accepting any further requests from the Client to be exempted from any swaps;
- (b) The Client acknowledges and agrees to:
  - (i) trade only with Financial Instruments and
  - (ii) the Swap Free charge for all positions open as these may be defined and/or issued by FXTM from time to time (inclusive of the day of the position is opened and/or



closed) and as such charges and duration is provided within the Contract Specifications for Swap Free Accounts section on the Website.

- (c) The Client acknowledges and accepts herein that, FXTM reserves the right upon its sole discretion, from time to time, and/or at any time to:
- (i) amend the Swap Free Charge; and/or
  - (ii) amend the Instruments provided by posting on the Swap Free Page, following which such amendments/changes shall be effective on the date stated thereof; and/or
  - (iii) discontinue the swap-free account without issuing further warning to the Client.

33.2 In the event that FXTM determines, in its sole discretion, that an Order(s) submitted by the Client is clearly erroneous, FXTM reserves the right to disable the relevant account of the Client to Close Only Mode. A 'clearly erroneous order' is defined as, but shall not be limited to, an order at a price substantially different from, or inconsistent with, the prevailing market for any given tradeable financial instrument on a trading day or, as applicable, outside the traded range for any given tradeable financial instrument for a particular moment in time that may be in question.

33.3 If FXTM disables Client's account to Close Only Mode, it means that the Client will not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client will be permitted to close, part close or reduce exposure under the existing Transactions.

33.4 The right of FXTM to disable the account is subject to prior notification of the Client. FXTM shall give the Client either oral or a written (includes electronic) notice of its intention to disable the account. The Client shall have three (3) working days from the date of notice to withhold all clearly erroneous Orders. In the event that the Client has failed to do so, FXTM will disable the account as stated above until any of the erroneous Orders is effective.

33.5 FXTM shall not be liable for losses of the Client arising from or in connection with submission of the clearly erroneous Order(s) and followed disability. The Client agrees to indemnify and hold FXTM harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard will be resolved by FXTM in its sole and absolute discretion.



## APPENDIX A: Interpretation of terms

I. In this Agreement:

**“Abnormal Market Conditions”** shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps

**“Access Data”** shall mean the Client’s access codes, any login code, password(s), his Trading Account number and any information required to make Orders with FXTM.

**“Affiliate”** shall mean in relation to FXTM, any entity controlled directly or indirectly, by FXTM, any entity that controls directly or indirectly, FXTM, or any entity directly or indirectly under common control with FXTM. For this purpose, “control” means ownership of a majority of the voting power of FXTM or entity.

**“Agent”** shall mean an entity appointed to act solely on the appointing party’s behalf to deal with the other party in relation to all or part of the actions under the relevant provision.

**“Agreed Process”** means any process agreed between the parties in respect of a Dispute other than the Dispute Resolution Procedure, as may be amended between the parties.

**“Applicable Rate”** means:

- (a) Federal Funds rate, if the Currency of the Trading Account is US dollars;
- (b) Key European Central Bank (repo) Interest Rate, if the Currency of the Trading Account is Euros;

**“Applicable Regulations”** shall mean:

- (a) CySEC Rules or any other rules of a relevant regulatory authority;
- (b) the Rules of the relevant Market; and
- (c) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

**“Ask”** shall mean the higher price in the Quote being the price at which the Client may buy.

**“Balance”** shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in the Quote being the price at which the Client may sell.

**“Business Day”** shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday to be announced by FXTM on the Website.

"**CFD**" shall mean Contract for Differences.

"**Client**" shall mean a person and/or legal entity who has completed the "Complete your Profile" Form via the Website and/or the "Corporate Trading Account Application Form" as per clause 3.2 above herein or any other designated by FXTM method, has read and accepted the Operative Agreements and relevant identity checks have been completed to FXTM's satisfaction.

"**Client Terminal**" shall mean the trading software, which is used by the Client in order to obtain information of financial markets (which content is defined by FXTM) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from FXTM. The program can be downloaded on the Website free of charge.

"**Client Terminal Log File**" shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions with accuracy to a second.

"**Complete your Profile**" shall mean the on-line registration form that can be found during the client's registration process in the Website.

"**Completed Transaction**" shall mean two counter deals of the same size in different directions (opening a position and closing the position): buying and then selling or selling and then buying.

"**Contract Specifications**" shall mean principal trading terms (Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed on the Website.

"**Corporate Client**" shall mean a legal entity who has completed and signed the "Corporate Trading Account Application Form" and has read and approved the Operative Agreements as can be found in the Website and relevant identity checks have been completed to FXTM's satisfaction.

"**CRS**": shall mean the Common Reporting Standard.

"**Currency of the Trading Account**" shall mean the currency that the Client chooses when opening the Trading Account.

"**Currency Pair**" shall mean the object of a Transaction based on the change in the value of one currency against the other.

"**Client Information**" shall mean any information or documentation that FXTM receives from the Client or otherwise obtain which relates to him, his Account or the provision or the use of the Services.

"**CySEC**" shall mean the Cyprus Securities and Exchange Commission of 27 Diagorou Street, CY-1097 Nicosia, Cyprus

**"Data Delivery Date"** means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the Joint Business Day immediately prior to the PR Due Date.

**"Data Reconciliation"** means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party's own books and records of all outstanding Relevant Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.

**"Dealing on own account"** means trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments; the terms "trade on own account" or "trading on own account" shall have a similar interpretation;

**"Dispute"** shall mean either:

- (a) the conflict situation when the Client reasonably believes that FXTM as a result of any action or failure to act breaches one or more terms of the Operative Agreements; or
- (b) the conflict situation when FXTM reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Operative Agreements; or
- (c) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a Dealer made a Manifest Error or because of a software failure of the Trading Platform; or
- (d) any dispute between the parties (i) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure (or other Agreed Process) pursuant to the Dispute Resolution Risk Mitigation Techniques; and (ii) in respect of which a Dispute Notice has been effectively delivered.

**"Dispute Date"** means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one party to the other party save that if, with respect to a Dispute, both parties deliver a Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date. Each Dispute Notice will be effectively delivered if delivered in the manner agreed between the parties for the giving of notices in respect of this Agreement.

**"Dispute Notice"** means a notice in writing which states that it is a dispute notice for the purposes of clause 30 and which sets out in reasonable detail the issue in dispute (including, without limitation, the Relevant Transaction(s) to which the issue relates).

**"Dispute Resolution Procedure"** means the identification and resolution procedure set out in clause 30(4).

**"Dispute Resolution Risk Mitigation Techniques"** means the dispute resolution risk mitigation techniques for OTC derivative transactions set out in Article 11(1)(b) of EMIR as supplemented by Article 15 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union.

**“Electronic Communications”** shall mean any type of electronic communication such as video conferencing, email, Bloomberg mail, SMS, business to business devices, chat, instant messaging and mobile device applications (list is not exhaustive).

**“Eligible Counterparty”** shall mean an “Eligible Counterparty” for the purposes of the Law.

**“Equity”** shall mean: Balance + Floating Profit - Floating Loss.

**“EMIR”** means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012.

**“EMIR and Supporting Regulation”** has the meaning given to it in clause 22.2.

**“Error Quotes”** are rates received which are transmitted to the Client’s Terminal due to a system of technical error.

**“Error Quote (Spike)”** shall mean an Error Quote with the following characteristics:

- (a) a significant Price Gap; and
- (b) in a short period of time the price rebounds with a Price Gap; and
- (c) before it appears there have been no rapid price movements; and
- (d) before and immediately after it appears that no important macroeconomic indicators and corporate reports are released; and
- (e) a significant variance from marketing pricing

FXTM has the right to delete an Error Quote (Spike) from the Server’s Quotes Base.

**“European Union”** means the economic and political union established in 1993 by the Maastricht Treaty, with the aim of achieving closer economic and political union between member states that are primarily located in Europe.

**“Event of Default”** shall have the meaning given in clause 24.

**“FATCA”** shall mean the Foreign Account Tax Compliance Act.

**“Financial Instruments”**: shall mean the Financial Instruments as specified in the document with the name “Investment and Ancillary Services” that can be found in the link <https://www.forextime.com/eu/regulatory-compliance/client-account-opening-agreements>. The Company is trading on over the counter (OTC) basis on CFDs.

**“Floating Profit/Loss”** shall mean current profit/loss on Open Positions calculated at the current Quotes.

**“Force Majeure Event”** shall have the meaning as set out in clause 26.

**“Free Margin”** shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity Less Necessary Margin.

**“FXTM”** shall mean Forextime Ltd, registered in the Republic of Cyprus and regulated by CySEC with CIF License number 185/12.

**“FXTM News Webpage”** shall mean the page of the Website where FXTM news is displayed on.

**“Hedged Margin”** shall mean the margin required by FXTM sufficient to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.

**“Illicit Profit”** shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

**“Indicative Quote”** shall mean a Quote at which FXTM has the right not to accept any Instructions or execute any Orders.

**“Initial Margin”** shall mean the margin required by FXTM to open a position. The details for each Instrument are in the Contract Specifications.

**“Instruction”** shall mean an instruction from the Client to FXTM to open/close a position or to place/modify/delete an Order.

**“Instrument”** shall mean any Currency Pair, Precious Metal, Stock CFD, Energy.

**“Joint Business Day”** means a day that is a Local Business Day in respect of each party.

**“Key Terms”** means, with respect to a Relevant Transaction and a party, the valuation of such Relevant Transaction and such other details the relevant party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, "Key Terms" does not include details of the calculations or methodologies underlying any term.

**“Law”** shall mean the Law 87(I) of 2017 as amended from time to time.

**“Leverage”** is offered by brokers to maximize traders' buying power by giving them the ability to deposit a small amount of funds and trade larger volumes and can be found in the Trading Account Comparison section of the Website. Leverage is expressed as a ratio form, so if it is 1:30 for

example, a trader's buying power is magnified 30 times. Leverage provides opportunities for multiplied profits but at the same time one may have multiplied losses as well.

“**Local Business Day**” shall mean a day on which commercial banks and foreign exchange markets settle payments and are open for general business in Cyprus.”

“**Long Position**” shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“**Lot**” shall mean a unit of Securities Base Currency or troy oz. of Precious Metal in the Trading Platform.

“**Lot Size**” shall mean the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Contract Specifications.

“**Margin**” shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

“**Margin Level**” shall mean the percentage Equity to Necessary Margin ratio. It is calculated as  $(\text{Equity} / \text{Necessary Margin}) * 100\%$ .

“**Margin Trading**” shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

“**Matched Positions**” shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

“**Manifest Error**” shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in regard to the prices which are significantly different from the market prices.

“**MiFIR**” shall mean the Market in Financial Instruments Regulation.

“**MyFXTM**” shall mean the Client's official private and personal space and gateway to all the services offered by FXTM including but not limited to any trading and/or non-trading activity.

“**Necessary Margin**” shall mean the margin required by FXTM to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

“**No-Dealing Desk Execution**”: Clients' orders are sent directly to the interbank market and there is no dealing desk involved in the Transaction.

“**Normal Market Size**” shall mean:

(a) for the Currency Pair: the maximum number of units of Base Currency that are executed by FXTM in the Instant Execution mode. This information for each Instrument is displayed in the Contract Specifications.

(b) For the Precious Metal: the maximum number of troy oz. which can be executed by FXTM in the Instant Execution mode.

**“Normal Market Conditions”** shall mean the market where there are no:

- considerable breaks in the Quotes Flow in the Trading Platform; and
- fast price movements; and
- large Price Gap.

**“Open Position”** shall mean a Long Position or a Short Position which is not a Completed Transaction.

**“Operative Agreements”** shall mean this Agreement, the Risk Acknowledgement and Disclosure, the Services document, the Customer Categorization document, the Investor Compensation Fund Document, the Order Execution and Best Interest Policy and the Summary Conflict of Interest Policy and the Terms of Business, as these may be found in the Account Opening Agreements section of the Website. The Client acknowledges that the Operative Agreements may be amended by FXTM from time to time and the last version shall be available by accessing the Website.

**“Order”** shall mean an instruction from the Client to FXTM to open or close a position when the price reaches the Order Level.

**“Order Level”** shall mean the price indicated in the Order.

**“OTC”** or **“Over-the Counter”** security shall mean a security traded in some context other than on a formal exchange. OTC occurs with commodities, Financial Instruments (including stocks) and derivatives of such products.

**“Personal Data”** shall mean any information relating to an identified or identifiable natural person such as a name, an identification document and number, location data, electronic and telephone communications, financial information, trading and non-trading activity and history or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“Precious Metal”** shall mean spot gold or spot silver.

**“Price Gap”** shall mean the following:

- (a) the current Quote Bid is higher than the Ask of the previous Quote; or
- (b) the current Quote Ask is lower than the Bid of the previous Quote.

**“Professional Client”** shall mean a “Professional Client” for the purposes of the Applicable Regulations as defined in the Customer Categorization document, as this can be found in the Website.

**“Quote”** shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

**“Quote Currency”** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Quotes Base”** shall mean Quotes Flow information stored on the Server.

For example, if the Client has a Long Position of 2.0 Lots and a Short Position of 3.0 Lots in the same Instrument, then the Long Position and 2.0 Lots of the Short Position are considered as Matched Positions and 1.0 Lot of the Short Position is not a Matched Position.

**“Quotes Flow”** shall mean the stream of Quotes in the Trading Platform for each Instrument.

**“Pending Order”** shall mean an instruction from the Customer to the Company to open a position once the price has reached the level of the Order.

**"Portfolio Data"** means, in respect of a party providing or required to provide such data, the Key Terms in relation to all outstanding Relevant Transactions between the parties in a form and standard that is capable of being reconciled, with a scope and level of detail that would be reasonable to the Portfolio Data Sending Entity if it were the receiving party. Unless otherwise agreed between the parties, the information comprising the Portfolio Data to be provided by a party on a Data Delivery Date will be prepared as at the close of business on the immediately preceding Local Business Day of, and as specified in writing by, the party providing the Portfolio Data.

**"Portfolio Data Receiving Entity"** means the Client subject to clause 30(2)(a) above.

**"Portfolio Data Sending Entity"** means FXTM, subject to clause 30 (2)(a) above.

**"Portfolio Reconciliation Requirements"** means the requirements one or both parties are subject to in accordance with the Portfolio Reconciliation Risk Mitigation Techniques.

**"Portfolio Reconciliation Risk Mitigation Techniques"** means the portfolio reconciliation risk mitigation techniques for OTC derivative transactions set out in Article 11(1)(b) of EMIR as supplemented by Article 13 of Chapter VIII of the Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 and published on 23 February 2013 in the Official Journal of the European Union.

**"PR Due Date"** means each date agreed as such between the parties provided that the PR Due Date will be the PR Fallback Date where either (a) no date is agreed or (b) the agreed date occurs after the PR Fallback Date.



**"PR Fallback Date"** means: (a) in respect of the PR Period starting on the PR Requirement Start Date, the last Joint Business Day in such PR Period; and, otherwise, (b) the last Joint Business Day in the PR Period starting on the calendar day immediately following the last calendar day of the immediately preceding PR Period. If there is no Joint Business Day in a PR Period, the PR Due Date will be the first Joint Business Day following the end of the PR Period.

**"PR Period"** means, with respect to the parties:

- (a) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur each business day, one Joint Business Day;
- (b) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per week, one calendar week;
- (c) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per quarter, three calendar months; or
- (d) if the Portfolio Reconciliation Requirements require Data Reconciliation to occur once per year, one calendar year.

**"PR Requirement Start Date"** means the first calendar day on which the Portfolio Reconciliation Requirements apply to one or both of the parties and clause 30 applies to the parties.

**"Principal"**: FXTM acts as Principal when it is the sole execution venue with respect to the execution of Client orders; "Principal" may refer to "Risk-Less" Principal.

**"Rate"** shall mean the following:

- (a) for the Currency Pair: the value of the Base Currency in the terms of the Quote Currency; or
- (b) for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency specified in the Contract Specifications for this instrument;

**"Relevant Amount(s)"** shall mean any free Equity in the Client's Trading Account not used for margin purposes.

**"Request"** shall mean a request from the Client to FXTM given to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

**"Relevant Transaction"** means any Transaction which is subject to the Portfolio Reconciliation Risk Mitigation Techniques and/or the Dispute Resolution Risk Mitigation Techniques.

**"Reporting Requirement"** has the meaning given to it in clause 30.

**"Retail Client"** shall mean a "Retail Client" for the purposes of the Applicable Regulations as defined in the Customer Categorization document, as this can be found in the Website.

**"Risk Acknowledgement and Disclosure"** shall mean the "Risk Acknowledgement and Disclosure" document as this can be found in the Website;

**"Risk-less Principal"**: FXTM acts as Risk-less Principal when it receives a Client order for execution and immediately executes an identical order in the market, while taking on the role of Principal, in order to fill the Client's order.

**"Rollover/Interest Policy Webpage"** shall mean as set out in the "contract specification" page on the Website.

**"Segregated Account"** shall mean a client bank account as defined by and held in accordance with the Applicable Regulations.

**"Segregated Funds"** shall have the meaning as set out in clause 6.1.

**"Server"** shall mean the MetaTrader Server program, version 4 and/or 5. The program is used to execute the Client's Instructions or Requests, to provide trading information in real-time mode (the content is defined by FXTM), in consideration of the mutual liabilities between the Client and FXTM, subject to the Terms of Business.

**"Server Log File"** shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to FXTM as well as the results of the execution.

**"Services"** shall mean the services provided by FXTM to the Client as set out in clause 7.

**"Short Position"** shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

**"Spread"** shall mean the difference between Ask and Bid.

**"Third party service provider"** refers to an entity that the parties agree will perform all or part of the actions under the relevant provision for both parties.

**"TR"** has the meaning given to it in clause 22.2.

**"Trading Account"** shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

**"Trading Account History"** shall mean any of and/or all Client's trading and/or non-trading activity including but not limited to deposits, withdrawals, credits and/or any other services offered by FXTM within a Client's FXTM account(s), whether these derive from and/or on MetaTrader 4 and MetaTrader 5 Platforms and as these may be from time to time in part of or all be transferred and/or further archived and/or shrunk and/or compressed, however fully accessible at any time by the Client from and/or on his/her MyFXTM, private and personal space.

**"Trading Platform"** shall mean all programs and technical facilities which provide real-time Quotes, allow Transactions to be made, Orders to be placed/modified/deleted/executed and



calculate all mutual obligations between the Client and FXTM. The Trading Platform consists of the Server and the Client Terminal including, but not limited to MetaTrader 4 and MetaTrader 5 Platforms.

**“Transaction”** shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Terms of Business.

**“Transaction Size”** shall mean Lot Size multiplied by number of Lots.

**“Website”** shall mean the website(s) operated by FXTM, including without limitation the websites at [www.forextime.com/eu](http://www.forextime.com/eu).

or any such other website or sub-domain as FXTM may maintain from time to time for access by Clients.

**“Written Notice”** shall have the meaning set out in clause 19.

- II. All references to a statutory provision include references to:
  - a. any statutory modification, consolidation or re-enactment of it, whether before or after the date of this Agreement, for the time being in force;
  - b. all statutory instruments or orders made pursuant to it; and
  - c. any statutory provision of which that statutory provision is a re-enactment or modification.
- III. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- IV. Unless otherwise stated, a reference to a clause, party is a reference to respectively a clause in or a party to this Agreement.
- V. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.
- VI. Any words whose meaning is not defined in this Agreement, shall have the meaning provided in the Terms of Business.