



**FXTM**

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# Client Agreement Exinity Limited

v.8

## 1. INTRODUCTION

- 1.1 This Client Agreement (“Agreement”) is entered by and between Exinity Limited (hereinafter called “the Company” or “FXTM”) and the Client who has completed the on-line registration form with the title “Complete your Profile”.
- 1.2 Exinity Limited is a company registered in the Republic of Mauritius with Company Registration Number 119470 C1/GBL. Its registered office is at. 5th Floor, NEX Tower, Rue du Savoir, Cybercity, Ebene 72201, Republic of Mauritius.
- 1.3 This Client Agreement, the Terms of Business, the Risk Disclosure, the Complaints Management Policy, the Policy Statement, the Regulations for Non-Trading Operations, the Information on Anti – Money Laundering, the Agreement for Market Data Display Services, the Nasdaq Subscriber Agreement, the Cookie Policy, (collectively, the “Operative Agreement” or “Agreements”), as well as any other document located in the “Policies and Regulation” section of the Website as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Client. The Operative Agreements, as amended from time to time, set out the terms upon which the Company shall deal with the Client in respect of Instruments. By entering into this Agreement, the Client accepts and consents to the said agreements and policies.
- 1.4 The Operative Agreements shall govern all trading activity and non-trading operations of the Client with the Company and shall be read carefully by the Client. Amongst other things, they set out those matters which the Company 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 shall commence on the date on which the Client receives notice from the Company in accordance with Clause 3.1 and shall continue unless or until terminated by either party in accordance with clause 19.
- 2.2 This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Instruments.
- 2.3 The Company 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 the Company, properly and fully completed by the Client.
- 2.4 The Client may cancel/terminate the Agreement on mutual basis.  
The Client and the Company may terminate its relationship by the means of both parties communication via email for any termination.

### **3. ACCOUNT ACTIVATION**

- 3.1** The Client's Trading Account shall be activated by the Company giving notice to the Client as soon as:
- a) the Company has received a completed by the Client on-line registration form with the title "Complete your Profile"; and
  - b) the Operative Agreements have been accepted by the Client and in regards to Stock Trading, any subsequent forms and/or agreements; and
  - c) relevant identity checks have been completed to the Company satisfaction.
- 3.2** The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation requested has been received by the Company, properly and fully completed by the Client.
- 3.3** The Company has the right to request minimum initial deposit to allow the Client to start using his Trading Account.
- 3.4** Following the account activation, the Client shall be able to view the amount due to him/her as account balance in MyFXTM (Company's online portal) at all times and shall have the right to withdraw the same, on demand. As a result, the Client hereby waives the right to receive a monthly statement, as per the applicable legislation.
- 3.5** It is hereby acknowledged and accepted that the Client shall notify the Company of any change of address/name and gender (where applicable) within 14 days from the change.
- 3.6** The Client will be penalized if he/she, knowingly or unknowingly, submits false documents, and may be liable for any loss incurred by the Company due to their act or omission, and would be liable for legal fees as well.
- 3.7** The Client will be obliged to confirm that information is true, accurate and complete in all material respects which is required when reading and accepting the current Client Agreement.

### **4. CAPACITY**

- 4.1** 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, the Company 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.
- 4.2** If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, the Company shall not accept that person as an indirect Client and shall accept no obligation to that person, unless otherwise specifically agreed.
- 4.3** Any person or Agent notified to the Company as being authorized by the Client may give Instructions and Requests to the Company concerning any Transaction, or proposed Transaction, or any other matter.

- 4.4** The Client authorizes the Company 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 the Company 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 the Company on behalf of the Client in consequence of or in connection with such Requests, Instructions or other communications.
- 4.5** Unless the Company receives a written notification from the Client for the termination of the authorization of the person described in clause 4.3., The Company 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.
- 4.6** The written notification of clause 4.5. for the termination of the authorization to a third party has to be received by the Company with at least five (5) Business Days' notice prior the termination date.
- 4.7** In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), the Company will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party (appointed under clause 4.3. above) in relation to the Client's Trading Account and/or Client Money and the Company will stop accepting Requests, Instruction or other communications given from the account of the Client upon the Company receives notice of the death or mental incapacity of the Client.
- 4.8** In relation to any Transaction, the Company acts as Principal for any duly regulated counterparty, and as regards to Stock Trading as Principal and/or Matched Principal , according to applicable legislation.
- 4.9** In relation to any Transaction and the Services provided by the Company 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. It is hereby acknowledged and accepted that Clients that are resident of the United States will not be on-boarded by the Company.
- 4.10** In relation to Stock Trading, the Company will not be permitted to offer its Services to Clients who reside in specific countries, in order to ensure compliance with all Federal legislation, sanctions, AML (Anti – Money Laundering) regulations and guidance and as per the requirements emanating from third parties. The list of these countries can be found in the Company's website.

The Client is obliged to provide documents, according to the clauses 2.3. and 3.1 herein. the Company has the right to suspend the provisions of Services under this Client Agreement.

In the event of Stock Trading and the provision of a W-8BEN / BEN - E Form, also known as a 'Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting', if a change in the circumstances of a Client makes any information on the W-8BEN / BEN -E Form already submitted incorrect, the Client must notify the Company within 30 days of the change in circumstances and a new W-8BEN / BEN -E Form must be submitted. The Client has an ongoing obligation to inform the Company about his eligibility for W-8BEN / BEN -E status. Form W-8 BEN/ BEN-E remain valid for a period of the next three calendar year from

the day they are signed. The Client will be required to re-submit a renewed form following the period of three years mentioned above.

The Company shall resume provisions of Services once valid or/and updated documents are provided and relevant checks (including without limitation anti-money laundering checks) have been completed to the Company's satisfaction.

It is understood that the Company is not to be required (and may be unable) to accept the Client as its customer under Applicable Regulations and/or until all documentation it requires has been received by the Company, properly and fully completed by the Client.

## **5. CLIENT MONEY**

- 5.1** Relevant Amounts held on the Trading Account ("Segregated Funds") will be segregated by the Company and held in accordance with Applicable Regulations.
- 5.2** The Company may hold Client Money and the money of other Clients in the same bank account (omnibus account), according to Applicable Regulations.
- 5.3** The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 5.4** The Company may deposit Client money and/or Financial Instruments with a third party who may, to the extent allowed under Applicable Regulations, have a security interest, lien or right of setoff in relation to that money.
- 5.5** The third party to whom the Company will pass money and/or Financial Instruments may hold it in an omnibus account and/or it may not be possible to separate it from the Client's money and/or Financial Instruments. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.
- 5.6** The Company shall not be obliged to pay interest to the Client on any funds which the Company holds or in respect of any stocks held by the Company as a custodian. The Client waives all rights to interest.
- 5.7** The Company will promptly place any Segregated Funds held on the Client's behalf and not transferred to or held for the Company, into a Segregated Account (subject to and according to Applicable Regulations).
- 5.8** Profit or loss from Financial Instruments trading is deposited in/withdrawn from the Client Account once the Transaction is closed.
- 5.9** Unless the Client has notified the Company in writing to the contrary, the Company may hold Segregated Funds on the Client's behalf in a Segregated Account located outside Mauritius or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside Mauritius. The legal and regulatory regime applying to any such

person will be different from that of Mauritius 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 Mauritius. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this clause. The Company will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect Client money.

- 5.10** 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 the Company is unable to trace the Client despite having taken reasonable steps to do so, the Company may release any Client's money balances from the Segregated Account.
- 5.11** The Client agrees that in the event that his/her remaining Trading Account Balance is up to 1 USD/EUR/GBP 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 and use it for charity purposes at its absolute discretion.
- 5.12** The Company is member of the Financial Commission Compensation Fund. The Client may be entitled to compensation from the FCCF if the Company cannot meet its obligations in the situations explained in the [website](#) with reference to the "Financial Commission Compensation Fund".
- 5.13** The Company will carry out reconciliations of records and Segregated Funds with the records and accounts of the money the Company holds in Segregated Accounts on a regular 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. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company reasonably consider that this is necessary to protect the Company's or a Client's interests.
- 5.14** The Client agrees that the Company 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.
- 5.15** When the Client wishes to use the Services offered by the Company under this Agreement in respect of Stocks listed in the United States and/or Financial Instruments relating to Stocks listed in the United States, the Company may request the Client, in accordance with applicable US legislation, and the Client shall be obliged to provide the Company with the relevant US Tax Form (W-8BEN / BEN-E), within the deadline that the Company shall specify, before the Company can provide its Services in respect of such Financial Instruments and/or Stocks.
- 5.16** When the Client already holds shares in the US and has not provided the relevant US Tax Form, the Company may request the Client, in accordance with applicable US legislation, and the Client shall be obliged to provide the Company with the relevant US Tax Form, within the deadline that the Company shall specify. If the Client fails to return the signed and completed US Tax Form within the deadline specified by the Company, the Company shall have the right to sell the US Shares held by the Client.
- 5.17** Subject to the provisions of the preceding clauses 5.1-6.16, when engaging the Company's Stock Trading services:

- (a) The Client acknowledges and instructs the Company to hold the Stocks on the Client's behalf until the Client instructs the Company to sell such Stocks or transfer them in the Client's name or to another nominee;
- (b) The Company shall hold and administer the Stocks as a nominee holder and/or custodian (pooled together with other Clients' Instruments in an omnibus co-mingled custody account) on the Client's behalf in accordance with Applicable Regulations and the provisions of this clause 5;
- (c) The Company shall be entitled and the Client authorises the Company at the Company's discretion to appoint any other party, located in Mauritius or elsewhere, to hold the Stocks on the Company's and/or the Client's behalf and in doing so the Company shall act in accordance with Applicable Regulations regarding the selection, appointment and periodic review of such nominee service providers and the provisions of this clause 6.
- (d) The Company acknowledges that it and/or any third party selected or appointed by the Company for this purpose, shall hold the Stocks as a nominee holder and that the Client shall remain the ultimate beneficial owner of the Stocks. The Company shall maintain records of all Stocks held on the Client's behalf by the Company and/or any other third party selected or appointed by the Company for this purpose;
- (e) The Client hereby agrees that he will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Instruments and money held on his account with the Company;
- (f) The Company may be required under the laws of any jurisdiction in which Stocks are located to provide information in relation to the identity and other details of the Client; in doing so the Company shall act in accordance with clause 21.
- (g) Client's ownership of the stocks will be reflected in the Company's records. For more information, the Client should consult the Terms of Business for Stocks Account.
- (h) If the Company has not received instructions from the Client in relation to any of the Stocks held in the Client's account (e.g. to purchase, sell or move the assets) for a period of at least twelve years (notwithstanding any receipts of dividends or interest or similar items and irrespective of any movement of the Client's account balance) and the Company is unable to trace the Client despite having taken reasonable steps to do so, the Client agrees that the Company may cease to treat the assets as Client assets.
- (i) It is hereby acknowledged and accepted that under all circumstances, in order to enable the trade, the Company must utilise the Clients' funds in order to be able to execute the Clients' orders with any other potential executing broker the Company may decide to utilize. In this respect, the Company will transfer the Clients' funds in the account it maintains with the executing broker solely for the execution of Clients' orders on listed stocks. The Company's account maintained with the executing broker is the Company's own account.

## 6. SERVICES

- 6.1 Subject to the Client's obligations under the Operative Agreements being fulfilled and any other rights of the Company herein in the Operative Agreements, the Company shall offer the following Services to the Client:



- (a) Receive and transmit orders or execute (on an own account basis) orders for the Client in Financial Instruments acting as Principal and as regards to Stock Trading as Principal and/or Matched Principal ;
  - (b) Grant credit 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 the Company is involved in the aforesaid transaction;
  - (c) 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 8 herein;
  - (d) Provide the Clients access to Investment Research data which may be relevant for Clients' consideration;
- 6.2** Subject to the Client's obligations under the Operative Agreements being fulfilled, the Company may enter into Transactions with the Client in Instruments specified on the Company website [www.forextime.com](http://www.forextime.com).
- 6.3** The Company shall carry out all Transactions with the Client on an execution-only basis (i.e. on a non – advisory basis). The Company is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client. The Company 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.
- 6.4** Address for cardholder correspondence: [backoffice@fxm.com](mailto:backoffice@fxm.com).
- 6.5** It is hereby acknowledged and accepted that the Company will not be providing the Client with any investment, legal, regulatory, tax or other form of advice under the current Client Agreement. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction. The Client represents that he/she shall rely on his/her own judgment, sufficient knowledge, market sophistication, professional advice and experience to make his/her own evaluation of the merits and risks of any Transaction. The Client may wish to seek independent legal advice in relation to any transaction that the Client proposes to enter into under this Client Agreement.
- 6.6** The Company 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.
- 6.7** The Company shall not provide personal recommendations or advice on the merits of any specific Transactions.
- 6.8** The Company 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/her 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/she shall not pass it on to any such person or category of persons;
  - (c) the Company 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, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he shall 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) While the Company ensures that it complies with all relevant legislation of the country of operation and incorporation, it is however the duty of the Client to abide with the legislation of Clients country of residence.
- 6.9** The Company shall have the right to request and the Client shall be obliged to provide information 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 the Company or if the Client provides insufficient information, the Company shall not be able to determine whether the service or product envisaged is appropriate for the Client. The Company shall assume that information about his/her knowledge and experience provided from the Client to the Company is accurate and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.
- 6.10** The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company shall have no obligation to inform the Client of the reasons. The Company further reserves the right to suspend, delay and/or amend the provision of any Services in the event of Abnormal Market Conditions.
- 6.11** All trade Requests are subject to size considerations. If the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the Order may be executed partially or the entire trade or Order may be rejected at the Company's sole discretion.
- 6.12** Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
- 6.13** The Company 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. the Company shall not be liable for any loss and/or other damage incurred by reason of such differences.

- 6.14** The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.
- 6.15** In accordance with common reporting standards, the Client agrees to submit to the Company all the necessary information about the Client (name, address, jurisdiction of residence, TIN (tax identification number), date and place of the birth, account number of the Client, and any necessary additional documents and information at the request of the Company) and agrees to the systematic and periodic transmission of bulk taxpayer information by the source country to the country of residence. The Client agrees to transfer his/her personal data to the Company, which is registered as a data controller according to the law, for identification, administrative, and business purposes necessary for the Company to fulfil its legal and contractual obligations under this and other agreements between the parties, with rights to transfer such personal data to auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by the Company.

## **7. CONFLICTS OF INTEREST AND MATERIAL INTERESTS**

- 7.1** When the Company deals with or on behalf of the Client, the Company, an associate, or some other person connected or affiliated with the Company, 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 the Company deals with a Transaction for or on behalf of the Client the Company may be:
- a) dealing in the respective Instrument as Principal for the Company's own account by selling to or buying the Instrument from the Client and as regards to Stock Trading as Principal and/or Matched Principal;
  - 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 the Company may have recommended to the Client (including holding a long or short position); or
  - d) advising and providing other services to associates or other clients of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.
- 7.2** The Client consents to and authorizes the Company to deal with or on behalf of the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a transaction, without prior reference to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest when advising the Client.
- 7.3** Under the Law, the Company is required to take all reasonable steps to detect and avoid conflicts of interest. The Company 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.

## **8. COMMISSIONS, CHARGES AND OTHER COSTS**

- 8.1** The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.
- 8.2** The Company 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 the Company's Website and posting on the Website shall be considered due notice.
- 8.3** Any commissions or fees which the Company receives or pays will be effected according to the provisions of Applicable Regulations.
- 8.4** The Client is hereby informed that in the event where the Client has been introduced to the Company by a Partner (Introducer and/or Affiliate) of the Company Partners (Pinnacle Services Ltd) and/or of the Company and/or any third party, the Company may pay a fee and/or commission to the Company 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, the Company shall disclose further details.
- 8.5** The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced him or who acts on the Client's behalf.
- 8.6** The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.
- 8.7** 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.
- 8.8** In regards to Stock Trading the Client will be requested to sign a W8-BEN form, for establishing status for Chapter 3 and Chapter 4 of the Internal Revenue Code of the United States, by which the Client "certifies" his country of residence and confirms that is not a resident of the United States. The Company shall be required to deduct US withholding tax on income and gross proceeds from the Client's investments in US Stocks. The Company may also charge the Client for the provision of market data or any other account feature or fees for custody and settlement or such other fees as the Company reasonably advise the Client from time to time. For more information, the Client should consult the Terms of Business for Stocks Account.
- 8.9** The Company 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 the Company's duty to act honestly, fairly and professionally in accordance with the best interests of the Client;

- 8.10** In such a case, the Company 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, the Company 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.
- 8.11** 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 the Company 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 shall be notified via email about processed withdrawal request and applied charges.
- 8.12** 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 the last Clients trading activity, the Company on a monthly basis shall charge the Client an amount of 5 EUR/USD/GBP or NGN equivalent to USD per account, depending on the Client's Trading Account currency.
- 8.13** The Company shall inform its Clients about the fees, commissions or any monetary benefits transferred to them.
- 8.14** From Friday to Monday Swaps are calculated once. From Wednesday to Thursday Swaps are calculated in triple size. Exceptions apply, please refer to Contract Specifications for more information.
- 8.15** In case of a corporate action on the underlying security of a CFD, and any cash indices, the Company will transfer to its Clients the economic effect (either positive or negative) of such action as if they were holding the underlying security as shareholders. This transfer will be done in the form of cash adjustment, position adjustment, delivery of a new security or CFD, or combination of these according to the particular corporate action. If the corporate action is complex and the Company is unable to accurately determine the adjustment, the affected position may be closed before the ex-date.

## **9. CURRENCY**

- 9.1** The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company 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 the Company in such manner and at such rates as the Company may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.
- 9.2** All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client.

## 10. PROVIDING QUOTES

- 10.1** The Company provides Quotes to the Client in accordance with the Terms of Business.
- 10.2** The Company shall not be obliged to, but may, at its absolute discretion, execute as Principal and as regards to Stock Trading as Principal and/or Matched 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.
- 10.3** It is hereby acknowledged and accepted that it is the responsibility of the Client to ensure that he/she is informed about the Trading Schedule hours via the Trading Platform internal mail and/or the information published in the FXTM News Webpage, and this shall constitute sufficient Written Notice as per clause 18 below herein. The Company will have no responsibility and/or liability whatsoever in relation to the acts and/or omissions of the Client regarding the aforementioned clause.
- 10.4** The Company specifies Spread for each Instrument in the Contract Specifications. The Company is entitled to change Spreads without prior Written Notice to the Client subject to the Terms of Business. Otherwise, the Company shall notify the Client not less than 7 (seven) calendar days prior to any changes in Spreads.
- 10.5** The Client is entitled to Market Data which are data produced directly by an Exchange and/or Liquidity Provider and/or Price Feeder, in order to be able to give Orders for Transactions for Stock Trading, through the Client's compatible personal computer connected to the internet. The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. It is hereby acknowledged and accepted that:
- (a) Market data will be provided or made accessible for convenience and information solely in order to assist the Client to make his own investment decisions and will not amount to investment advice.
  - (b) Market data will be made accessible and will be provided to the Client without any liability from the Company's side. Hence, the Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf. In addition, any price quoted in the Market Data may differ from the execution price the Client actually obtains.
  - (c) Market Data constitute valuable confidential information. As such, the data are the exclusive property of the Exchange and/or Liquidity Provider and/or Price Feeders which operate the market, namely NASDAQ (National Association of Securities Dealers Automated Quotations System) and NYSE (New York Stock Exchange). Accordingly, the Client may use it solely for the Client's own trading purposes under the rules of the relevant Exchange and/or Liquidity Provider and/or Price Feeder. Clients are encouraged to consult the website of the relevant Exchange for full details of the applicable rules ([www.nasdaqtrader.com](http://www.nasdaqtrader.com), [www.nyse.com](http://www.nyse.com)).
  - (d) Available prices should not be used for any other purpose than the purpose stated in clause 10.4(c) above herein, and the Client should not redistribute the available prices to any other person and for whatever reason, whether such redistribution be for commercial or other purposes.

- (e) The Company is hereby authorized to enter into any agreement on Client's behalf with any Exchange(s) and/or Liquidity Provider(s) and/or Price Feeder(s) relating to the proper use of Market Data as the Company deems proper.

For more information on Market Data the Client should consult the Terms of Business for Stocks Account.

## 11. CLIENT'S REQUESTS AND INSTRUCTIONS

- 11.1** The Company processes and executes Requests and Instructions in accordance with the Terms of Business.
- 11.2** The Company is entitled to decline a Request or an Instruction if any of the conditions set out in the Terms of Business or in clause 11.3 of this Agreement is breached before the Request or Instruction is processed by the Company. However, the Company may at its absolute discretion, accept and execute the Request or Instruction, notwithstanding that the conditions in the Terms of Business or in clause 11.3 of this Agreement are breached. If the Company executes the Request or Instruction and becomes aware of any breach of the conditions set out in the Terms of Business or in clause 11.3 of this Agreement, the Company may act in accordance with the Terms of Business. The Company may also establish cut-off times for Instructions or Orders. The Client shall have no claims against the Company arising out of the fact that an Order was not placed by the Client ahead of the cut-off time. Cut-off times are possible due to server maintenance, technical failures, planned maintenance or rollover process.
- 11.3** The conditions referred to in clause 11.2 are as follows:
- (a) a Quote must be obtained from the Company;
  - (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) The Company receives and accepts the Instruction before the Internet connection or communication 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 the Company an Event of Default must not have occurred in respect of the Client;
  - (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;



- (k) The Company does not suspect that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
  - (l) There is no such consequence of request of regulatory or supervisory authorities of Mauritius or a court order;
  - (m) The Company has not sent a notice of Termination of the Client Agreement to the Client.
- 11.4** 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). The Company 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.
- 11.5** The Company reserves the right not to accept any offer or to enter into a Transaction with the Client, e.g., if the Company 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 the Company does not wish to accept that Transaction.
- 11.6** The Company has the right to delete any cancelled Pending Orders older than 1 month from the Client's Trading Account history.
- 11.7** 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 the Company 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.
- 11.8** 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.
- 11.9** The Company 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.
- 11.10** The Company 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 seven (7) years after the termination of the business relationship with the Client and as per applicable legislative requirements.

## **12. NETTING**

- 12.1** The amounts payable under the Operative Agreements are automatically converted by the Company into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 12.2** If the aggregate amount payable under the Operative Agreements by the Client equals the aggregate amount payable under the Operative Agreements by the Company, then the obligations to make payment of any such amount will be automatically satisfied and discharged.



- 12.3** 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 the Company from one of the Trading Accounts whereas there are funds available in any other Trading Account, then the Company 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, The Company 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.
- 12.4** The Client obligations to pay any due amount shall include all commissions, charges and other costs determined by the Company.
- 12.5** 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 the Company'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.

## **13. MARGIN REQUIREMENTS**

- 13.1** The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may require from time to time under the Operative Agreements. Such sums of money shall only be paid to the Company'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.
- 13.2** 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.
- 13.3** If no Force Majeure Event has occurred, the Company is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- 13.4** The Company is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- 13.5** The Company is entitled to apply new margin requirements amended in accordance with clauses 13.3 and 13.4 to the new positions and to the positions which are already open.
- 13.6** The Company 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.
- 13.7** It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.

- 13.8** The Company is not obliged to make margin calls for the Client. The Company is not liable to the Client for any failure by the Company to contact or attempt to contact the Client.
- 13.9** For the purposes of determining whether the Client has breached clause 13.6 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.
- 13.10** The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

## **14. PAYMENTS**

- 14.1** The Client may deposit funds to the Trading Account at any time. All payments to the Company 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.
- 14.2** Funds deposits and withdrawals to/from the Trading Account shall be governed by the Regulations for Non-Trading Operations.
- 14.3** The Client may withdraw funds from the Trading Account at any time in accordance with the clause 14.4.
- 14.4** If the Client gives an instruction to withdraw funds from the Trading Account, The Company 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:
1. the withdrawal instruction includes all necessary information;
  2. 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);
  3. 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.

- 14.5** The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 14.6** 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 the Company.

However, under exceptional cases, the Company 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.

- 14.7** The Company shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs the Company 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.
- 14.8** If the Client has an obligation to pay any amount to the Company which exceeds the Equity on his/her Trading Account, the Client shall pay the amount representing the excess within 2 working days of the obligation arising.
- 14.9** The Company ensures that losses will not exceed the total available funds per Clients' trading account(s) (negative balance protection).
- 14.10** All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are cleared by the Company's bank.
- 14.11** The Client acknowledges and agrees that (without prejudice to any of the Company'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 the Company in accordance with the Operative Agreements and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Operative Agreements. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of the Company.
- 14.12** The Company shall update on a regular basis the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on country of residence therefore the payment systems available shall be located in the Client Portal.

## **15. LIMITATIONS OF LIABILITY AND INDEMNITY**

- 15.1** Nothing in the Operative Agreements will exclude or restrict any obligation or liability which the Company may have or owe to the Client under Applicable Regulations, nor any liability which the Company 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 the Company to any extent prohibited by Applicable Regulations.
- 15.2** In the event the Company provides advice, information or recommendations to the Client, the Company shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company 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 the Company to void or close any Transaction in the specific circumstances set out the

Operative Agreements, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

- 15.3** The Company shall 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;
  - (c) Any failure by the Company to perform any of its obligations under the Operative Agreements as a result of a Force Majeure or a cause beyond its control; or
  - (d) The acts, omissions or negligence of any third party.
  - (e) All Orders given through and under the Client's Access Data;
  - (f) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
  - (g) A delay transmitting any Order for Execution;
  - (h) The solvency, acts/representations or omissions of any third party;
  - (i) Currency risk;
  - (j) Slippage;
  - (k) Any of the risks relating to CFDs trading materialises;
  - (l) Any changes in the rates of tax;
  - (m) The Client using Trailing Stop and/or Expert Adviser;
  - (n) The Client relying in Stop Loss Orders;
  - (o) Information relating to Trading Schedule hours.
- 15.4** The Client shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs (including without limitation any legal cost, penalties and any interest), claims, damages, demands, losses and expenses of any nature whatsoever which the Company 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 and/or which may arise in relation to the execution or as a result of the execution of the Client Agreement and/or in relation to the provision of the Services and/or in relation to any Order
- 15.5** The Company 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.

- 15.6** In the event of a negative balance in a retail Client account, the Company will not file a claim against the Client for that amount, except in cases where the Client has used illicit methods to create it.
- 15.7** Without prejudice to any other clauses of this Client Agreement, and to the extent permitted by Governing Legislation, the Company will have no liability to the Client in relation to any loss, costs or expenses that may be suffered by the Client as a result of technology limitations/failures, server maintenance, planned maintenance, custodian rollover process, including but not limited to:
- (a) any delay or defect in or failure of the whole or any part of the Company's software or any systems or network links or any other means of communication; or
  - (b) any computer viruses, worms, software bombs or similar items being introduced into Client's computer hardware or software except where such loss, cost or expense is a result of the Company's own negligence, fraud or willful default.

## **16. COMPLAINTS MANAGEMENT PROCEDURE**

- 16.1** If any conflict situation arises when the Client reasonably believes that the Company 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 the Company as soon as reasonably practicable after the occurrence of the event.
- 16.2** The Client may in certain cases refer the matter to the Financial Services Commission of Mauritius.
- 16.3** 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 Services Commission may not adjudicate on any cases where litigation has commenced.
- a. **Complaints Procedure**
- 16.4** To file any complaint, the Client shall follow the procedure outlined in the Complaints Management Policy posted on the Website.
- 16.5** The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.
- b. **Server Log\_File**
- 16.6** 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.
- 16.7** 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**
- 16.8** The Company 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.

- 16.9** The Company has the right to choose the method of indemnification at its sole discretion.
- 16.10** Complaints on matters not mentioned in the Operative Agreements and/or Compliant Management Policy are resolved in accordance with the common market practice and at the sole discretion of the Company.
- 16.11** If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute shall be made on a basis of the live Server's Quotes Base synchronized in accordance with the Terms of Business.
- 16.12** The Company 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.
- 16.13** The Company shall not be liable to the Client in regard to any indirect, consequential or non-financial damage (emotional distress, etc.).
- 16.14** 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. Complaints**

- 16.15** 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 which are given during such a construction period, are not accepted. The fact that the Client has not received a notice, despite reasonable steps taken by the Company, shall not constitute a reason to lodge a complaint.
- 16.16** 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.
- 16.17** 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.
- 16.18** No Client complaints shall 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.
- 16.19** In regard to all Disputes any references by the Client to the Quotes of other companies or information systems shall not be taken into account.

- 16.20** The Client acknowledges that he/she shall not be able to manage the position while the Dispute in regard to this position is being considered and no complaints in regard to that matter are accepted.
- 16.21** Once the Dispute has been resolved the Company 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.
- 16.22** The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.
- 16.23** It is hereby acknowledged and accepted that the Client should consult the Complaints Management Policy found on the Company's website, as amended from time to time, vis-à-vis the initiation of the above procedure.

## **17. COMMUNICATIONS**

- 17.1** The rules of communication between the Client and the Company are set out in the Terms of Business.
- 17.2** The Client shall give Instructions and Requests only via the Client Terminal, in accordance with the Terms of Business.

## **18. WRITTEN NOTICE**

- 18.1** 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 the Company News Webpage.
- 18.2** All contact details provided by the Client, e.g., address, email address as last notified shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
- 18.3** Any such Written Notice shall 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 the Company News Webpage, within one hour after it has been posted.
- 18.4** For the purpose of clause 18, "business hours" mean between 8:00 a.m. and 5:00 p.m. on a Business Day.



## 19. AMENDMENT AND TERMINATION

- 19.1** The Client acknowledges that the Company 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 Company Website and the Client shall have an option to terminate the present by giving notice in writing. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.
- 19.2** Both parties to the Agreement can terminate by giving such notice in Writing to the other Party.
- 19.3** Any such termination will not affect any obligation which has already been incurred by either the Client or the Company 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.
- 19.4** Upon termination of this Agreement, the Company shall be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform.
- 19.5** Upon termination of this Agreement, all amounts payable by the Client to the Company shall 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 the Company on the Client's behalf.
  - (d) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - (e) Any damages which arose during the arrangement or settlement of pending obligations.
- 19.6** Upon Termination the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- 19.7** Upon Termination the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances and close the Client Account.
- 19.8** Upon termination of this Agreement the Company will be entitled without prior notice to the Client to cease to grant the Client access to market data and/or Close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions or reject Orders.
- 19.9** Upon Termination if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct

any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client.

## 20. HOW WE USE YOUR PERSONAL INFORMATION

- 20.1.** The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.
- 20.2.** If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any). Client will not have to pay a fee to access the personal data (or to exercise any of the other rights). However, Company may charge a reasonable fee if the request is clearly unfounded, repetitive or excessive.
- 20.3.** By entering into this Agreement, the Client expressly consents to the Company transmitting the Client's Information to any third parties which may require same in order to effectively implement the Services or effectively executing any operational function performed to the Company to Client (e.g. refunding the Client his money).
- 20.4.** Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.
- 20.5.** The Client is encouraged to consult the Company's Policy Statement in the Company's website [here](#) in regard to the aforesaid clause.

## 21. CONSENT TO DIRECT CONTACT

- 21.1.** The Client accepts that the Company, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by telephone or otherwise upon the Client's consent. Once such a consent is obtained the Client agrees to such communications and agrees that the Client shall not consider such communication a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: [support@fxm.com](mailto:support@fxm.com).
- 21.2.** The Client accepts that the Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information or documentation reasonably required and the Client shall be obliged to provide the same to the Company immediately.

## 22. CONFIDENTIALITY AND WAIVER

22.1. The information which the Company holds about the Client is confidential and shall not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. Information of a confidential nature shall only be disclosed to any person, in the following circumstances:

- (a) in compliance with the Foreign Accounting Tax Compliance Act (FATCA), and the Common Reporting Standard (CRS);
- (b) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
- (c) to investigate or prevent fraud or other illegal activity;
- (d) to those members of the Company'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 the Company;
- (e) 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 the Company'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) in judicial proceeding between the Company and the Client.

## 23. TIME OF ESSENCE

23.1. 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 the Company;
- (c) any breach of clauses 13 or 14 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 26 herein 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;
- (h) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 24.2 herein.
- (i) the Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in the Client's account or accounts with the Company;
- (j) 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.
- (k) an action set out in paragraph 24.2 is required by a competent regulatory authority or body or court;
- (l) in cases of material violation by the Client of the requirements established by legislation of the Republic of Mauritius or other countries, such materiality determined in good faith by the Company;
- (m) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;

In case events specified in 24.1. (g) take place, the remaining balance shall be sent to next of kin or other person who can prove his inheritance rights, considering that appropriate confirming documents have been provided.

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

- (a) terminate the Client Agreement without notice;
- (b) close out all or any of the Client's Open Positions at current Quotes;
- (c) debit the Client's Trading Account(s) for the amounts which are due to the Company;
- (d) close any or all of the Client's Trading Accounts held with the Company;
- (e) refuse to open new Trading Accounts for the Client;
- (f) adjust the Client's trading account balance to remove illicit profit;

- (g) convert any currency.

## 25. REPRESENTATIONS AND WARRANTIES

**25.1.** The Client represents and warrants to the Company, 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:

- (a) the information provided by the Client to the Company in the “Complete your Profile” Form and the Operative Agreements and/or any subsequent form and/or document provided at the time of registration, and at any time thereafter is true, valid, authentic, accurate and complete in all material respects;
- (b) the Client has read and fully understood the terms of the Operative Agreements including the Risk Disclosure;
- (c) the Client is duly authorized to enter into the Operative Agreements, to give Orders, Instructions and requests and to perform its obligations thereunder;
- (d) the Client acts as Principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- (e) the Client is an individual who has completed a “Complete your Profile” Form or, if the Client is a company, the person who has completed “Complete your Profile” Form on the Client’s behalf is duly authorized to do so;
- (f) if the Client is a company, the Client is duly and lawfully registered and existing under the laws of the jurisdiction of its incorporation;
- (g) all actions performed under the Operative Agreements shall not violate 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;
- (h) the Client consents to the provision of the information of the Operative Agreements by means of the Website and/or any other means which the Company chooses at its sole discretion;
- (i) the Client confirms that he/she has regular access to the internet and consents the Company provides him/her 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 Company’s Website;
- (j) the Client funds and/or any Financial Instruments, which the Client may deliver to the Company in accordance with the terms of this Agreement are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

- (k) the Client funds and/or any Financial Instruments, which the Client may deliver to the Company in accordance with the terms of this Agreement, are owned by the Client and are free of any lien, charge, pledge or other encumbrance or claim by any third party.
- (l) the Client has chosen the particular type of service and financial instrument, taking his/her total financial circumstances into consideration which he/she consider reasonable under such circumstances;
- (m) the Client will make use of the services and/or prices offered under this Agreement in good faith and, where applicable, acting in accordance with accepted market practice;
- (n) the Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Client Agreement, he becomes a Politically Exposed Person;
- (o) there are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- (p) The Client hereby represents that the purpose of his/her transactions with the Company is one or more of the following:
  - Speculative;
  - Hedging;
  - Investments;
  - Intraday Trading;
  - Manage Risk.

In the event where the purpose is other than the above, or at any stage during the course of this Agreement the purpose changes, the Client undertakes the strict obligation to notify the Company.

- (q) The Client hereby represents that the nature of business for entering into the present Agreement is one or more of the followings:
  - Trading in CFDs;
  - Trading in Forex;
  - Trading in CFDs in Commodities;
  - Trading in CFDs in Precious Metals;
  - Trading in CFDs on Indices;
  - Trading in Real Stock.

In the event where the nature is other than the above, or at any stage during the course of this Agreement the nature changes, the Client undertakes the strict obligation to notify the Company.

- 25.2.** In addition to all other rights and remedies available to it, the Company 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 26.1 herein.
- 25.3.** When the Client wishes to use the Services offered by the Company under this Client Agreement in respect of Stocks listed in the United States and/or Financial Instruments relating to Stocks listed in the United States, the Company may request the Client, in accordance with applicable US legislation, and the Client agrees to provide the Company with the relevant US Tax Form, within the deadline that the Company shall specify, before the Company can provide its Services in respect of such Financial Instruments and/or Stocks.
- 25.4.** When the Client already holds shares in the US and has not provided the relevant US Tax Form, the Company may request the Client, in accordance with applicable US legislation, and the Client agrees obliged to provide the Company with the relevant US Tax Form, within the deadline that the Company shall specify. If the Client fails to return the signed and completed US Tax Form within the deadline specified by the Company, the Company shall have the right to sell the US Shares held by the Client in any manner as the Company shall deem appropriate.
- 25.5.** The Client shall be under an ongoing obligation to inform the Company if the Client's tax status changes.
- 25.6.** If the Client is an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, the Client will give the Company proper notice of this and of any restrictions that apply to Clients' dealing.
- 25.7.** The Client will not use the prices the Company makes available to the Client for any purpose other than for his own trading purposes, and the Client agrees not to redistribute the prices the Company makes available to the Client to any other person whether such redistribution be for commercial or other purposes.
- 25.8.** The Client will use the services offered by the Company pursuant to this Client Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which the Company makes available bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in his dealings with the Company whereby the Client is not subject to any downside market risk will be evidence that the Client is taking unfair advantage of the Company.
- 25.9.** The Client and/or potential Client has been clearly informed that, in the provision of the service, the Company is not required to assess the appropriateness of the product or service provided and/or offered and that, therefore, he/ she does not benefit from the corresponding protection of the relevant conduct of business rules.
- 25.10.** If a situation arises that is not covered under this Agreement, the Company shall aim to resolve the matter and/or handle the situation on the basis of good faith, and where applicable, in accordance with market practice; in such a situation, the Client agrees to provide any information and/or documentation and/or do any such acts, as the Company may request on the basis of good faith, and where applicable in accordance with accepted market practices, in order to respond to such a situation.



## 26. FORCE MAJEURE

- 26.1.** The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company 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 national emergency, strike, riot or civil commotion, , government actions, acts of terrorism, outbreak or threat of war or hostilities, act of God, earthquake, epidemic, accident, fire, flood, storm, breakdown, interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international calamity, economic or political crisis, or natural disaster which, in the Company's reasonable opinion, prevents the Company 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 the Company 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;
  - (c) abnormal Market Conditions; or
  - (d) any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- 26.2.** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company may without prior Written Notice and at any time take any of the following steps:
- (a) increase margin requirements; or
  - (b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate; or
  - (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 the Company to comply with them; or
  - (d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
  - (e) increase Spreads;
  - (f) decrease Leverage.
- 26.3.** Except as expressly provided in this Client Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Client Agreement where such failure, interruption or delay is due to a Force Majeure event.

## 27. MISCELLANEOUS

- 27.1. The Company 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. The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to the any and/or all Transactions. Under such circumstances the Company 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, the Company 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 the Company shall constitute a waiver by the Company 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 the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company 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 the Company 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 the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- 27.6. The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
- 27.7. The Company 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 the Company 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 the Company 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 the Company 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 the Company will be owed by such survivor(s).
- 27.12.** The Client accepts and understands that the Company'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 the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 27.13.** The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5/€5/£5/~~HK\$~~ or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
- a) Where a Client has not transacted with the Company for a period of six (6) consecutive months and the Company will deem the trading account to be dormant and/or inactivate;
  - b) Where a Client's dormant and/or inactivate account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5/€5/£5/~~HK\$~~ or equivalent per month and as this may be amended from time to time by the Company;
  - c) Where a Client makes a genuine attempt to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;
  - d) Where a Client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5/€5/£5/~~HK\$~~ or equivalent per month shall not be imposed by the Company, however, the Company will reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 28.2.** In the event of a dispute arising out of or relating to this Agreement, the Client irrevocably agrees to first seek settlement of that dispute with the Company under the dispute resolution

mechanism set out in the Terms of Business and Regulations for Non-Trading Operations, as well as in accordance with the Complaint Management Policy.

- 28.3.** If the dispute is not satisfactorily settled in accordance with the Clause 28.2 above, then either party to the Agreement may (i) resolve the dispute in accordance with the Member's Internal Dispute Resolution procedure of the Financial Commission ([www.financialcommission.org](http://www.financialcommission.org)), or (ii) commence arbitration in accordance with Clause 28.4 below.
- 28.4.** Any dispute, controversy, difference or claim arising out of or relating to this Agreement (including, without limitation, the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) shall be referred to and finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry ("**MARC**") under the MARC Arbitration Rules in force when the Request for Arbitration is submitted ("**MARC Rules**"):
- (a) The number of arbitrators shall be one. This sole arbitrator shall be appointed by the MARC Court (as defined in the MARC Rules).
  - (b) The seat and venue of arbitration shall be Port Louis, Mauritius.
  - (c) The arbitration proceedings shall be conducted in English.
  - (d) The provisions of the First Schedule to the Mauritius International Arbitration Act 2008 shall apply to the arbitration.
- 28.5.** Intellectual Property Legal Clause: The Client hereby is deprived from any right to use "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 "FXTM" for personal needs. All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website in its totality, its contents, and any related materials ("Company's IP") shall remain at all times the sole and exclusive property of the Company and the Client shall have no right or interest in the Company's IP except for the right to access and use the Company's IP as specified in the Agreement. The Client acknowledges that the Company's IP is confidential and has been developed by means of substantial investments of skill, time, effort, and money. The Client shall protect the confidentiality of the Company's IP and not allow website access to any third party. The Client shall not publish, distribute, or otherwise make the Company liable to third parties, any information derived from or relating to the Company IP. The Client shall not copy, modify, decompile, reverse engineer, or make derivative works of the Company's IP.
- 28.6.** The Client irrevocably waives to the fullest extent permitted by law, with respect to the Client and the Client's revenues and assets (irrespective of their use or intended use), all immunity (including but not limited to grounds for diplomatic immunity or other similar grounds) from (a) suit or arbitral proceedings, (b) the jurisdiction of any courts, (c) relief by way of injunction, order for specific performance, or for recovery of property, (d) attachment of their assets (whether obtained before or after judgment) and (e) the execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be the subject matter in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by any applicable law that the Client will not claim any such immunity in any proceedings. The Client consents generally in respect of any proceedings to the provision of any relief or the

initiation of any process in connection with such proceedings, including, without limitation, the making, enforcement, or execution against any property whatsoever of any order or judgment which may be made or given in such proceedings.

## **29. USE OF THE TRADING PLATFORM, ACCESS DATA, MARKET DATA AND SAFETY**

- 29.1.** The Client shall not proceed in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands the Company reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he/she allowed such use.
- 29.2.** When using the Trading Platform, the Client shall not, whether by act or omission, do anything that shall or may violate the integrity of the 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 the Company'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 is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Trading Platform.
- 29.5.** 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.
- 29.6.** The Client agrees to notify the Company immediately if he knows or suspect that his Access Data has or may have been disclosed to any unauthorized person.
- 29.7.** The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.
- 29.8.** The Client accepts that he shall be liable for all orders given through and under his/her Access Data and any such orders received by us shall be considered as received by him/her. In cases where a third person is assigned as an authorized representative to act on his/her behalf the Client shall be responsible for all orders given through and under his representative's Access Data.
- 29.9.** The Client acknowledges that the Company 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.
- 29.10.** With respect to market data and/or other information which the Company and/or any third-party service provider may provide the Client in connection with the use by the Client of the Company's Online Trading System, the Client agrees:
  - a) that the Company or such third party shall not be responsible or liable:
    - i. if such data or information is found to be incorrect, inaccurate or incomplete and/or

- ii. for any actions taken or not taken by the Client on the basis of such data or information;
- b) to use such data or information solely for the purposes set out in this Client Agreement and in compliance with Applicable Regulations and/or other legislation, at all times;
- c) that such data or information belong to and are the property of the Company or such third party and that the Client shall not be permitted to publish, transmit or otherwise reproduce such data or information, in whole or in part, and in any format to any third party except as required by Applicable Regulations and/or without the Company's express written consent;
- d) to pay such fees and/or applicable taxes (if applicable) associated with the use of the Company Online Trading System or use of such data and/or information, as such fees may be communicated to the Client from time to time;
- e) to immediately inform the Company in case the Client is no longer a non-professional user for market data purposes;
- f) to provide the Company, immediately upon request by the Company, with such information in relation to the Client and the Client's use or intended use of market data;
- g) that the Company may monitor the Client's use of market data; and
- h) that the Company may at its discretion remove the Client's access to market data at any time.

**29.11.** The Client represents and warrants that he will not use the Company's Online Trading System in contravention of this Client Agreement, that he will use the Company's Online Trading System only for the benefit of his Client Account and not on behalf of any other person, and that he will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Online Trading System or automate the process of accessing or obtaining such information.

## **30. RISK DISCLOSURE**

**30.1.** The Company discloses and the Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts that he/she is willing to undertake this risk.

## **31. TRADING BENEFITS**

**31.1.** In the event where the Client agrees to participate in a bonus scheme, and/or other promotion, and/or contest which offers a trading benefit (hereinafter the "Trading Benefits Scheme"), the following terms and conditions shall apply:

- (a) The Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the applicable terms and conditions of the Trading Benefit Scheme.
- (b) The Company 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, 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' trading account(s) (negative balance protection).



- (c) The Company 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, through any means of communication via its Website at any time. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancelation 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 the Client's account or multiple accounts with the Company or otherwise related or connected to the Trading Benefit Scheme shall nullify any and all transactions executed and/or profits or losses garnered therein.
- (e) The Company reserves the right, at its sole discretion, to disqualify any individual from any Trading Benefit Scheme if the Company suspects a misuse or attempt to misuse a Trading Benefit Scheme or breaches the present Agreement and/or any of the Company's Business Terms and/or the terms and conditions of the Trading Benefit Scheme and to nullify any and all transactions carried and cancel all orders and annul and/or withdraw all profits of such Client. In these circumstances, the Company shall not be liable for any consequences of the trading benefit cancelation.
- (f) In the event of dispute, this shall be resolved in accordance to the Dispute Resolution procedure set out herein. It is hereby acknowledged and accepted that the Client should also consult the Complaints Management Policy found on the Company's website, as amended from time to time, vis-à-vis the initiation of any dispute resolution.
- (g) Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the prevailing version in the event of any discrepancy between the two languages.

## 32. SWAP FREE ACCOUNT

**32.1.** In the case where the Client opens a swap-free Trading Account(s), the Client acknowledges and agrees to the following:

- (a) If the Company 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 the Company 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 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 instruments shown in the List; and
  - (ii) the swap free charge for all positions open as these may be defined and/or issued by the Company 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, the Company 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 accounts section, following which such amendments/changes shall be effective on the date stated thereof; and/or
  - (iii) discontinue the swap free Trading Account without issuing further warning to the Client.

**32.2.** In the event that the Company determines, in its sole discretion, that an Order(s) submitted by the Client is clearly erroneous, the Company 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.

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

**32.4.** The right of the Company to disable the account is subject to prior notification of the Client. The Company 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, the Company shall disable the account as stated above until any of the erroneous Orders is effective.

**32.5.** The Company 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 the Company harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard shall be resolved by the Company in its sole and absolute discretion.

### 33. MARKET ABUSE

- 33.1.** The Client shall not arrange or execute or place any Open Position, Trade and/or Order with the Company or otherwise, nor will the Client behave in a manner that would amount to market abuse and/or market manipulation and/or insider dealing (by the Client himself or acting jointly with another person). In addition, the Client shall not arrange or execute or place an Open Position, Trade and/or Order that contravenes any primary or secondary legislation or other law or regulatory rules in relation to Market Abuse.
- 33.2.** In the event that the Client placed an Open Position, Trade and/or Order in breach of any of the representations and warranties given above or if the Company has grounds for suspecting that the Client has done so, the Company may in its absolute discretion (and with or without giving notice to the Client), and without being under any obligation to inform the Client of its reason for doing so, close that Open Position and/or Order and any other Open Position and/or Orders that the Client may have open at that time, and also in the Company's absolute discretion:
- a) enforce the Open Position or Trade against the Client if it is an Open Position or Trade under which the Client had made losses; and
  - b) treat all of the Clients' Open Positions and Trades under this paragraph as immediately void even if they are Open Positions or Trades under which the Client has made profits.
- Unless and until the Client produces conclusive evidence that in fact, they have not committed the breach of warranty and/or misrepresentation as referred to above, within the period of one month from the date of closure under this paragraph, all such Trades between the Company and the Client (under which the Client has made profits) will be finally null and void.
- 33.3.** The Company can exercise the above rights regardless of the effect it may have on the Client's other Open Positions or Orders, or other positions the Client may have with a third party and even if a loss arises as a result.
- 33.4.** The Company is not required to give advance notice to the Client of the exercise of its rights as above, but the Company will inform the Client as soon as practicable that it has exercised such rights.

### 34. CORPORATE EVENTS AND RIGHTS ATTACHED TO STOCKS

**34.1.** The present clause 34 applies solely to the provision Stock Trading Services.

#### **(A) Reports, accounts and other information in respect of Stocks.**

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**34.2.** Subject to the laws and/or regulations governing Stocks held by and/or on behalf of the Client:

a) the Company may but is not obliged to provide and/or arrange for the provision to the Client, of any notices of meetings of holders of such Stocks or other reports and/or accounts and/or information to which holders of such Stocks are entitled;

b) The Company may but is not obliged to arrange for the attendance at any meeting in respect of such Stocks.

#### **(B) Voting rights**

**34.3.** Subject to the laws and/or regulations governing Stocks held by and/or on behalf of the Client, the Company may inform the Client of -and/or exercise- any voting rights attaching to Stocks held by the Client at any given time, whether exercisable at a general meeting of a company and/or in writing and/or otherwise, in accordance with the laws and/or regulations applicable to the exercise of such rights.

**34.4.** Unless otherwise provided for under the laws and/or regulations governing Stocks held by and/or on behalf of the Client, where the Company acts in accordance with clause 34(A) and paragraph 34(B) of the Client Agreement, it shall not be assumed and/or inferred to constitute and shall not constitute a recognition of an obligation of the Company whether in general and/or regarding that particular instance, to provide such information and/or take such action on behalf of the Client.

#### **(C) Interest**

**34.5.** Any income payments or tax credits that the Company collect on Client's behalf will be credited to his account as soon as is practicable. The Company will not be liable for any loss of interest due to any delay outside Company's control in crediting any income to Clients account. Income payments will usually be credited in cash net of applicable Taxes.

#### **(D) Dividend and other payments in respect of Stocks**

**34.6.** The Company shall be obliged to claim and/or receive dividend payments and/or other payments deriving from the rights attached to Stocks held by and/or on behalf of the Client at any given time. The Company will credit or debit such payments in the Client Account as soon as practicable.

- 34.7.** The Company shall not be obliged but may at its own discretion offer the Client any dividend reinvestment plans available or any scrip options or stock dividends in respect of Stocks held by the Company on behalf of the Client. Any such offer shall be made without taking into consideration the Client's personal tax position. In general, the Client will receive the cash default option.
- 34.8.** The Company may inform and/or offer to the Client any other rights or special offers that are made available to holders of Stocks held by and/or on behalf of the Client. Unless otherwise provided for under the laws and/or regulations governing such Stocks, where the Company acts in accordance with this paragraph 34(D) of the Agreement, it shall not be assumed and/or inferred to constitute and shall not constitute a recognition of an obligation of the Company, whether in general and/or regarding that particular instance, to provide such information and/or make such offers to the Client.
- 34.9.** The Company may at its election claim or reclaim tax credits on dividends or other income on foreign securities. In order to deal in US Shares, the Client will be required to first provide to the Company with a valid US tax form. The Client has an on-going obligation to inform the Company if his tax status changes.
- 34.10.** As the Company will hold Clients' Instruments in one or more pooled accounts, the Client may receive dividends or distributions net of applicable Taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the Instruments were held in Client's own name or not pooled.

## **(E) Corporate Events**

- 34.11.** If there is a corporate event having a diluting or concentrating effect or other analogous change to the Stocks held on the Client's behalf and/or ownership of such Stocks and/or the value of such Stocks and/or the rights to which the Client is entitled in connection with such Stock and/or any other diluting or concentrating effect of any nature, the Company shall make all reasonable efforts to contact and/or notify the Client of the occurrence of such an event or the intention and/or proposal to implement such an event, as the case may be, subject to the laws and/or regulations governing such Stocks; the Client acknowledges that there may be circumstances in which informing the Client of a corporate event may not be practical or possible;
- 34.12.** When acting in accordance with paragraph 34.10., the Company may provide the Client only with information made available through the applicable Exchange and/or Liquidity provider and/or Price Feeder and/or registrars;
- 34.13.** The Company may, during the provision of the information mentioned under the preceding paragraphs 34.10. and 34.11., request from the Client to make an election in respect of a corporate event and the Client agrees that it shall be the Client's responsibility to return such election in accordance with the Company's request and within the timeframe set by the Company, notwithstanding the fact that such timeframe may not be the same as that set by the respective registrar. Elections received by the Client in respect of corporate actions shall be irrevocable and final.
- 34.14.** The Company shall not be obliged and/or be responsible for and/or have a duty to proceed with any action and/or election on behalf of the Client, without the Client's prior written instructions in accordance with clause 34.12., including, without limitation, the event where the Client fails to provide a valid election in respect of a corporate event by the timeframe set by the Company. Any actions by the Company in order to remind and/or assist the Client with the due and timely provision of the Client's election shall not be assumed and/or inferred to constitute and shall not in any case constitute a recognition of an obligation of the Company, whether in general and/or regarding that particular instance, to proceed with such action. The Company shall not, in any case, make an election on behalf of the Client in case of failure by the Client to provide a valid election within the set timeframe. The Company shall not be responsible or liable for any loss or other consequence of the failure of the Client to provide an election in respect of a corporate event.
- 34.15.** Where a corporate event results in a fractional entitlement to Stocks, the Company shall treat such an entitlement as a CFD transaction of the Client, and as such it will be governed under the relevant Terms of Business.
- 34.16.** Where a corporate event affects part of the Financial Instruments held in a pooled account, the Company shall, subject to Applicable Regulations and other applicable legislation, allocate the Financial Instruments to the respective Clients in such a fair and equitable manner as the Company may deem appropriate.

- 34.17.** Where a corporate event requires an election to be made by the Company on behalf of its entire nominee holding in another company, the Company shall be entitled not to offer an option to the Client where the Company considers reasonable not to. The Company shall use reasonable endeavors to offer alternative options to the Client but shall not be obliged and may not guarantee that this will match the options offered by the company to which the corporate event relates.
- 34.18.** The Client shall be responsible to ensure that sufficient funds are available in the Client Account in order to conduct any purchase of additional Stocks or other Financial Instruments pursuant to a corporate action and regardless of any instructions and/or any election of the Client in respect of a corporate action, the Company shall not be obliged to take any action on behalf of the Client or at the Client's instructions in the event where there are no sufficient funds available in the Client Account.
- 34.19.** FXTM shall credit any cash and/or Stocks and/or other Financial Instruments to the Client Account as soon as practicable after the occurrence of the corporate event. The effect of a corporate event will be reflected in the Client Account as soon as practicable after FXTM receives a confirmation that the corporate event has taken place and has been completed.
- 34.20.** The Company shall not be obliged to inform the Client of a class action or group litigation that is being proposed and/or commenced and/or pursued and/or taken in relation to Stocks held on behalf of the Client nor shall the Company be obliged to otherwise act on such information.
- 34.21.** In the context of the actions and/or events mentioned in the present clause 34, the Company be required to and/or may proceed with actions that may be subject to an additional charge to the Client. Details of such additional charges are set out in the Contract Specifications.



## 35. CONFIRMATIONS

- 35.1. Information on Order(s) status, Client Account status, Trade Confirmations and messaging facility between the Parties will be sent to the Client either in electronic form by e-mail to the email address which the Company will have on record and/or provided via its internal mail system of the Company Online Trading System.
- 35.2. The Client is obliged to provide the Company with e-mail address for the purposes of this Clause. It is the Client's responsibility to inform the Company of any change to his email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.
- 35.3. The Company will send to the Client, in the method specified above in clause 36.1, a Trade Confirmation in respect of each executed Order. Trade Confirmations will be sent prior to the close of the back office on the Business Day following the day on which the Order is executed or if the confirmation is received from a third party, no later than the first business day following receipt of the confirmation.
- 35.4. If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.
- 35.5. If the Company holds Client money and/or Client Financial Instruments, it shall send to him/her at least once every year a statement of those Client money and/or Client Financial Instruments unless such a statement has been provided in any other periodic statements.
- 35.6. The Company will provide the Client with an online access to his Client Account via the Company Online Trading System, which will provide him with sufficient information in order to manage his Client Account and comply with the Financial Services Commission (the "FSC") Rules in regard to client reporting requirements, therefore the Company may not be providing the Client with separate annual statements (as stated in clause 35.5).

## 36. ACKNOWLEDGMENT FOR MARKET DATA PURPOSES

- 36.1 The Client who consents, agrees and accepts the current Client Agreement, also acknowledges that he/she has read and understand the NYSE Agreement and the NASDAQ Global Subscriber Agreement terms, as found in the Company's website and that hereby manifest his/her assent to, and his/her agreement to comply with those terms and conditions. The Client further certifies that he/she fall within the definition of "Non-

professional Subscriber" and that the information that he /she has provided is truthful and accurate.

By executing this Agreement, the Client (known as "Subscriber" in the NASDAQ Global Subscriber Agreement) agrees:

- a. that it has read and agrees to be bound by the NASDAQ Global Subscriber Agreement;
- b. that the Distributor is not an agent of NASDAQ and is not authorized to add to or delete from the NASDAQ Global Subscriber Agreement and is not authorized to modify any provision of the NASDAQ Global Subscriber Agreement; and
- c. that no provision has been added to or deleted from the NASDAQ Global Subscriber Agreement and that no modifications have been made to it. Both the Subscriber and the person executing on behalf of the Subscriber warrant that the Subscriber is legally able to undertake the obligations set forth in and the signatory is duly authorized to bind the Subscriber to the NASDAQ Global Subscriber Agreement.

## APPENDIX A: Interpretation of terms

I. In this Agreement, the words shall have the following meaning:

**“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/her Trading Account number and any information required to make Orders with the Company.

**“Affiliate”** shall mean in relation to the Company, any entity controlled directly or indirectly by the Company, any entity that controls directly or indirectly the Company, or any entity directly or indirectly under common control with the Company. For this purpose, “control” means ownership of a majority of the voting power of the Company 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 Procedure for Dispute Resolution, as may be amended between the parties.

**“Applicable Rate”** means:

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

**“Application to Open a Personal/Corporate Margin Trading Account” Form** shall mean the “Application to open a personal/corporate Margin Trading account” form completed by the Client and accessed through the Website.

**“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 the Company on its Website.

**“Business Hours”** shall mean 8:00 a.m. to 5:00 p.m. (GMT+2) on a Business Day (Monday to Friday).

**“CFD”** shall mean Contract for Differences.

**“Chapter 3”** shall mean chapter 3 of the Internal Revenue Code of the United States (Withholding of Tax on Nonresident Aliens and Foreign Corporations). Chapter 3 contains sections 1441 through 1464.

**“Chapter 4”** shall mean chapter 4 of the Internal Revenue Code of the United States (Taxes to Enforce Reporting on Certain Foreign Accounts). Chapter 4 contains sections 1471 through 1474.

**“Charges”** shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

**“Client Terminal”** shall mean the MetaTrader program version 4 and/or 5, which is used by the Client in order to obtain information of financial markets (which content is defined by the Company) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from the Company. The program can be downloaded on the Website free of charge.

**“Company”** shall mean Exinity Limited ([www.forextime.com](http://www.forextime.com)), an Investment Company regulated by the Financial Services Commission, Mauritius (the “FSC”) as an Investment Dealer (Full-Service Dealer, excluding Underwriting, License № C113012295) pursuant to Section 29 of the Securities Act 2005. The Company operates under “FXTM” brand and “FXTM Global” business name.

**“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 Company’s Website [www.forextime.com](http://www.forextime.com).

**“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 the Company receives from the Client or otherwise obtains which relates to him/her, his/her Account or the provision or the use of the Services.

**“Dispute”** shall mean either:

- (a) the conflict situation when the Client reasonably believes that the Company 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 the Company 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.

- (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.

**"Dormant and/or Inactive Account"** shall mean any Company Client trading account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

**"Dormant and/or Inactive Account Fee"** shall mean a handling fee of \$5/€5/£5/¥5 or equivalent per month imposed by the Company and/or paid by a Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

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

**"Error Quotes"** are rates received which are transmitted to the Client's Terminal due to a system 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/or corporate reports are released; and
- (e) a significant variance from the market pricing.

The Company has the right to delete Error Quotes (Spikes) from the Server's Quotes Base.

**"Event of Default"** shall have the meaning given in Clause 25 herein.

**"FATCA"** shall mean the Foreign Account Tax Compliance Act.

**"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 27 herein.

**"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.

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

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

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

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

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

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

**“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.

**“Leverage”** shall mean, 1:20, 1:25, 1:40, 1:50, 1:100, 1:200, 1:500, 1:1000, 1:2000 ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position the Initial Margin is one hundred times less than Transaction Size.

**“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.

**“Market Abuse”** shall mean any unscrupulous behavior addressed to the Market Abuse Law of 2016 (Law 102(I)/2016) and as amended, supplemented and/or replaced from time to time.

**“Market Data”** shall mean data that has been collected, validated, processed and recorded by the System or other sources made available for transmission to and receipt from either a



Redistributor or from Nasdaq relating to eligible securities or other financial instruments, markets, products, vehicles, indicators or devices.

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

**“Matched Principal”** shall mean that FXTM interposes itself between the buyer and the seller to the transaction in such a way that is not exposed to market risk throughout the execution of the transaction as both sides are executed simultaneously. As the transaction is concluded at a price where FXTM makes no profit or loss, other than a previously disclosed commission, a fee may be charged for the transaction. Details of which are disclosed on the FXTM’s website.

**“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.

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

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

**“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 Client Agreement together with and all account Client Agreements, Policies and Terms of Business, as these may be found in the Policies and Regulation section of the Website. The Client acknowledges that the Operative Agreements may be amended by the Company from time to time and the last version shall be available by accessing the website [www.forextime.com](http://www.forextime.com).

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

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

**“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.

**“Principal”** shall mean when the Company is the sole execution venue with respect to the execution of Client orders;

**“Politically Exposed Person” or “PEP”** shall mean someone who currently or in the last 12 months belonged to a political entity or governmental body; this extends to the immediate family members and close associates of such a person.

**“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.

**“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 the Company 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.

**“Rollover/Interest Policy Webpage”** shall mean as set out in the “contract specification” page on the Company’s website.

**“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 the Company), in consideration of the mutual liabilities between the Client and the Company, subject to the Terms of the Operative Agreements.

**“Services”** shall mean the services provided by the Company to the Client as set out in Clause 0 herein.

**“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.

**“Stock Trading”** shall mean the trading in real Stocks.

**"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.

**"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 the Company within a Client's account(s) with the Company, whether these derive from and/or on MetaTrader 4 and MetaTrader 5 Platforms and as these may 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 Benefits Scheme"** shall have the meaning given in Clause 31.1 herein.

**"Trading Platform"** shall mean all programs and technical facilities which provide real-time Quotes and allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and the Company. 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 this Agreement and the Terms of Business.

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

**"Website"** shall mean the Company's website at [www.forextime.com](http://www.forextime.com) or such other website as the Company may maintain from time to time for access by Clients.

**"Written Notice"** shall have the meaning set out in Clause 18 herein.

- II. All references to a statutory provision include references to:
  - (a) any statutory modification, consolidation or reenactment of it, whether before or after the date of these Operative Agreements, 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 or a schedule is a reference to a clause in or a party or schedule to this Agreement respectively.
- V. The clause headings are inserted for ease of reference only and do not affect the construction of the terms of this Agreement.
- VI. Any words whose meaning is not defined in this Client Agreement, shall have the meaning provided in the Terms of Business.