



FXTM

IT'S FOREX TIME

STOCK CFDs ACCOUNT

TERMS OF BUSINESS

V.3



1. INTRODUCTION

- 1.1. These Terms of Business govern all actions in regard to the execution of the Client's Instructions and Requests.
- 1.2. These Terms of Business specify:
 - a) principles of opening/closing positions and placing/modifying/deleting/executing Orders;
 - b) the Company's actions in regard to the Client's Open Positions in case the Margin Level of the Trading Account is insufficient to support Open Positions; and
 - c) the methods of communication between the Client and the Company.
- 1.3. These Terms of Business and the Client Agreement shall govern all the Client's Transactions and should be read carefully by the Client.
- 1.4. The Client agrees to be bound by the Company's Trading Terms Webpage, as these may be amended from time to time.
- 1.5. Unless otherwise defined, capitalized terms used in Terms of Business shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 11 "Interpretation of Terms" shall apply.

2. GENERAL TERMS

Execution of the Client's Requests and Instructions

- 2.1. Quotation mechanisms, which are used in order to trade, are specified in the Contract Specifications.
- 2.2. The procedure for handling the Client's Instructions and Requests given through the Client Terminal is:
 - a) the Client prepares an Instruction or a Request and the Client Terminal checks if it is valid;
 - b) the Client Terminal sends the Instruction or Request to the Server;
 - c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction or Request and starts the process of verification;
 - d) a valid Client's Request or Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted" status appears in the "Order" window in the Client Terminal. The Company shall not be responsible for any delays in the execution of any Orders in Abnormal Market Conditions;
 - e) as soon as a Dealer is ready to handle a new Instruction or Request the Dealer takes the first Instruction or Request from the queue and processes it¹ and the "Order is in

¹ Depending on the amount of time a Dealer needs to process a Request or an Instruction there is a possibility that in the Server Log-File the recorded execution time of the first Request or Instruction in the queue will be later than the execution time of the Request or Instruction which followed after.



- process" status appears in the "Order" window in the Client Terminal;
- f) the Server receives from the Dealer the result of the Client's Request or Instruction execution process;
 - g) the Server sends the Client Terminal the result of the Client's Request or Instruction execution process; and
 - h) the result of the Request or Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.
- 2.3.** The Client has the right to cancel a previously given Request or Instruction only if the Request or the Instruction has the "Order is accepted" status. In order to cancel it, the Client shall press the "Cancel order" button. The Client cannot cancel a Request or Instruction given by an Expert Advisor (EA).
- 2.4.** If the Instruction or the Request is being processed by a Dealer and its status is "Order is in process", the Client has no right to cancel it.
- 2.5.** Quotes which the Client receives through the Client Terminal for the Instruments quoted in the Request Execution mode are indicative only. In response to the Request, a Dealer may offer a Quote which differs from these Indicative Quotes.
- 2.6.** The Company at its sole discretion will specify the current market price.
- 2.7.** The amount of time a Dealer needs to execute the Instruction or the Request depends on the quality of the connection between the Client Terminal and the Server, as well as on the Normal Market Conditions. The standby time for each Instruction or Request which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of these Terms of Business. If during this period of time the Request or the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Under Abnormal Market Conditions, the Company reserves the right, in its sole discretion, to reject any Orders for execution.
- 2.8.** In the circumstances listed below, the Company may decline an Instruction or a Request (the "Off quotes" message will appear in the Client Terminal in this case):
- a) if the Instruction or Request precedes the first Quote in the Trading Platform on the Market Opening;
 - b) if current Conditions are different from Normal Market Conditions;
 - c) if the Client has made an unreasonable number of Requests in comparison with the number of Transactions².
 - d) if the Client's Free Margin is less than the Initial Margin.
 - e) in any other reasonable case on the Company's sole discretion.

Transactions

- 2.9.** The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:
- a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position.

² More than five Requests per one Transaction.



- b) The Bid price is used to close a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy).

Rollovers

2.10. All the positions which remain open from 23:59:45 to 23:59:59 (Server time) will be subject to rollover. All the positions which are opened or closed from 23:59:45 to 23:59:59 (Server time) may be subject to rollover. The positions will be rolled over by debiting or crediting the Client's Trading Account with the amount calculated in accordance with the Contract Specifications.

Spreads

2.11. The Company will provide quotes for all Instruments with a flexible Spread:

- a) The minimum spread for each Instrument is specified in the Contract Specifications.
- b) The maximum spread for each Instrument, under Normal Market Conditions, is available upon request.

Quotes Base Synchronization

2.12. In case of an unforeseen break in the Quotes Flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the real/live Server from other sources. Such sources include:

- a) Quotes Base on the demo Server;
- b) any other reliable sources.

In the case of any Disputes arising in regard to the break in Quotes Flow, all decisions are made in accordance with the synchronized Quotes Base.

Margin

2.13. The size of the Margin depends on the specific instrument(s) as described on the Company's Trading Terms Webpage.

2.14. The Company has the right to change the Margin of the specific instrument(s) and/or the Trading Account with immediate effect without giving prior notice.

2.15. The Company is entitled to apply new margin requirements amended in accordance with Clause 2.14 to the new positions and to the positions which are already open.

3. OPENING A POSITION

3.1. In order to give an Instruction to open a position the Client shall specify the following:

- a) Instrument; and
- b) Transaction Size.

Instruments Quoted in the Instant Execution Mode

3.2. In order to open a position through the Client Terminal without using an Expert Advisor, the Client shall press the "Buy" or "Sell" button the moment the Client is satisfied with the prices in the Quotes Flow.

3.3. In order to open a position through the Client Terminal using an Expert Advisor, the Instruction must be generated at the current Quote.



Instruments Quoted in the Request Execution Mode

- 3.4.** In order to open a position through the Client Terminal without using an Expert Advisor, the Client shall send a Request. The Client may open a position at the offered Quote by pressing the “Buy” or “Sell” button. The Company has the right to revoke the Quote if the Client has not sent an Instruction within 3 (three) seconds of receiving the Quote or if the market moves and the Quote becomes irrelevant.
- 3.5.** In order to open a position through the Client Terminal using an Expert Advisor, the EA generates a Request. If the Company offers a Quote, which differs from the EA’s Quote by not more than the “slippage” value (the EA’s parameter which determines the acceptable range between the EA’s Quote and the Quote offered by the Company), the EA gives the Instruction to the Server to open a position at the Quote offered by the Company.

Processing and Execution of Instructions to Open a Position

- 3.6.** Once the Server has received the Client’s Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:
- “Free Margin” is calculated as follows: $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$;
 - all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;
 - cumulative Client positions and new Necessary Margin (“New Margin”) are calculated for the Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;
 - if the above-mentioned calculations for the new position have been done and:
 - “Free Margin” is more or equals to zero, the position is opened. The process of opening the position is followed by the relevant record in the Server Log-File;
 - “Free Margin” is less than zero, then the Company has the right to decline the Instruction to open the position and the “No money” message will be recorded in the Server Log-File.
- 3.7.** The Company has the right to requote if the current Quote changes whilst a Dealer processes a Client’s Request or Instruction. The requote window will be enabled if in the “Order” window there is a tick in the “Enable maximum deviation from quoted price” tick-box and the “Maximum deviation” field value equals zero³.
- If the Client does not press the “OK” button within 3 seconds, the Quote becomes invalid and it will be concluded that the Client refuses to open a position.
- 3.8.** An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log-File.
- 3.9.** In the Trading Platform each Open Position has a Ticket.
- 3.10.** An Instruction to open a position will be declined by the Company if it precedes the first Quote in the Trading Platform on the Market Opening. In this case the “Off quotes” message appears

³ If the maximum deviation is above zero, the Server does not provide the Client Terminal with a new Quote and opens a position at the new Quote if the difference between the previous and the new Quote, offered by the Dealer, is lower or equals the value indicated for the maximum deviation. Therefore, the new Quote, in the predefined range, can be better or worse than the previous Quote.

in the Client Terminal window.

4. CLOSING A POSITION

- 4.1. In order to give an Instruction to close a position, the Client shall specify the following:
- Ticker; and
 - Transaction Size.

Instruments Quoted in the Instant Execution Mode

- 4.2. In order to close a position through the Client Terminal without using an Expert Advisor, the Client shall press the “Close” button the moment the Client is satisfied with the Quote in the Quotes Flow.
- 4.3. In order to close a position through the Client Terminal using an Expert Advisor, the Instruction to close a position must be generated at the current Quote.

Instruments Quoted in the Request Execution Mode

- 4.4. In order to close a position through the Client Terminal without using an Expert Advisor, the Client shall send a Request by pressing the “Request” button. Once the Client has received a Quote and is satisfied with it, the Client shall press the “Close” button within three seconds while the Quote is still valid. If during this period the Client fails to give any Instructions or the market moves and the Quote becomes irrelevant, the Company has the right to revoke the Quote.
- 4.5. In order to close a position through the Client Terminal using an Expert Advisor, the EA generates a Request. If the Company offers a Quote which differs from the EA’s Quote by not more than the “slippage” value (the EA’s parameter which determines the acceptable range between the EA’s Quote and the Quote offered by the Company), the EA gives the Instruction to the Server to close the position at the Quote offered by the Company.

Processing and Execution of Instructions to Close a Position

- 4.6. The Company has the right to requote if the current Quote changes whilst a Dealer processes a Client’s Request or Instruction. The requote window will be enabled if in the “Order” window there is a tick in the “Enable maximum deviation from quoted price” tick-box and the “Maximum deviation” field value equals zero⁴. If the Client does not press the “OK” button within three seconds, the Quote becomes invalid and it will be concluded that the Client refuses to close a position.
- 4.7. If amongst the Client’s Open Positions, the Client has a position which he/she wishes to close against a matching Open Position of the same Instrument, the Client can do so by using the “Close by” item in the “Type” drop down list. Upon matching/closing the Client’s chosen positions, the Client will have either a zero or net Long/Short Position based upon the net overall exposure. The Client should note that the net overall position will be allocated a new Ticket.
- 4.8. If amongst the Client’s Open Positions, the Client has multiple positions which he/she wishes

⁴ If the maximum deviation is above zero, the Server does not provide the Client Terminal with a new Quote and closes the position at the new Quote if the difference between the previous and the new Quote, offered by the Dealer, is lower or equals the value indicated for the maximum deviation. Therefore, the new Quote, in the predefined range, can be better or worse than the previous Quote.



to close against matching Open Positions of the same Instrument, the Client can do so by using the "Multiple Close by" item in the "Type" drop down list. Upon matching/closing the chosen positions the Client will have either a zero or net Long/Short Position based upon the net overall exposure. The Client should note that the net overall position will be allocated a new Ticket.

- 4.9. An Instruction to close a position is deemed executed and the position is deemed closed once the relevant record appears in the Server Log-File.
- 4.10. An Instruction to close a position will be declined by the Company if the Instruction precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.
- 4.11. An Instruction to close a position will be declined by the Company if it is made when the Stop Loss or Take Profit for this position is in the queue in order to be executed. In this case the "Off quotes" message appears in the Client Terminal window.

5. ORDERS

Order Types in the Trading Platform

- 5.1. In order to open a position, the following Orders (Pending Orders) may be used:
 - a) "Buy Stop" - an Order to open a Long Position at the price higher than the price at the moment of placing the Order;
 - b) "Sell Stop" - an Order to open a Short Position at the price lower than the price at the moment of placing the Order;
 - c) "Buy Limit" - an Order to open a Long Position at the price lower than the price at the moment of placing the Order;
 - d) "Sell Limit" - an Order to open a Short Position at the price higher than the price at the moment of placing the Order.
- 5.2. In order to close a position, the following Orders may be used:
 - a) "Stop Loss" - an Order to close a previously opened position at the price less profitable for the Client than the price at the moment of placing the Order;
 - b) "Take Profit" - an Order to close a previously opened position at the price more profitable for the Client than the price at the moment of placing the Order;
 - c) "If-Done Order" - Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

When and for How Long Orders can be Placed

- 5.3. The Client may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.
- 5.4. The Expiration Status for the Pending Orders on the Instruments is specified in the Contract Specifications.
- 5.5. Stop Loss and Take Profit for all Instruments have "GTC" ("Good Till Cancelled") status.



The Procedure for Placing an Order

5.6. In order to give an Instruction to place a Pending Order, the Client shall specify the following required parameters:

- a) Instrument;
- b) Transaction Size;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit); and
- d) Order Level.

In addition, the Client may indicate the following optional parameters:

- a) level of Stop Loss. "0.00" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- b) level of Take Profit. "0.00" means that Take Profit is not placed (or it is deleted if it has already been placed);
- c) date and time when the Pending Order expires.

The Instruction will be declined if:

- a) any of the required parameters is not specified or is incorrect;
- b) any of the optional parameters is incorrect.

In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed through the Client Terminal without using an Expert Advisor.

5.7. If the Client gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

- a) Ticket of the Open Position;
- b) level of the Stop Loss; "0.00" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- c) level of the Take Profit; "0.00" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.8. If the Client gives an Instruction to place the If-Done Orders on a Pending Order, the Client shall specify the following:

- a) Ticket for the Pending which the Client intends to place the Orders on;
- b) level of the Stop Loss; "0.00" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- c) level of the Take Profit; "0.00" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.



- 5.9.** While giving an Instruction, the difference between the Stop Loss, ` or Pending Order level and the current market price must not be less than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:
- a) for the Stop Loss on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;
 - b) for the Take Profit on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;
 - c) for the Stop Loss on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points;
 - d) for the Take Profit on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;
 - e) for the Buy Limit the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;
 - f) for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;
 - g) for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;
 - h) for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points.
- 5.10.** While giving an Instruction, the difference between the If-Done Order level and the level of the Pending Order must not be closer than the number of Points indicated for each Instrument in the Contract Specifications, and the following conditions must be met:
- a) the Stop Loss on the Buy Limit or Buy Stop must not be placed higher than the level of the Pending Order less this number of Points;
 - b) the Stop Loss on the Sell Limit or Sell Stop must not be placed lower than the level of the Pending Order plus this number of Points;
 - c) the Take Profit on the Buy Limit or Buy Stop must not be placed lower than the level of the Pending Order plus this number of Points;
 - d) the Take Profit on the Sell Limit or Sell Stop must not be placed higher than the level of the Pending Order less this number of Points.
- 5.11.** An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log-File.
- 5.12.** Each Pending Order has a Ticket.
- 5.13.** An Instruction to place an Order will be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.
- 5.14.** The Company has the right to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which Clause 5.9 or 5.10 have been breached.



The Procedure for Modifying and Deleting an Order

5.15. If the Client gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If-Done Orders), the Client shall specify the following:

- a) Ticket;
- b) Pending Order level;
- c) level of Stop Loss; "0.00" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- d) level of Take Profit; "0.00" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.16. If the Client gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Client shall specify the following:

- a) Ticket;
- b) level of Stop Loss; "0.00" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- c) level of Take Profit. "0.00" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify" button will remain inactive.

5.17. When the Client gives an Instruction to delete a Pending Order, the Client shall specify its Ticket.

5.18. An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log-File.

5.19. An Instruction to modify or delete an Order will be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

5.20. The Company has the right to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with Clause 5.22.

5.21. When the Client gives an Instruction to modify or delete an Order Level, the Company has the right to cancel the Order Level modification or Order deletion if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with Clause 5.22.

The Procedure for Order Execution

5.22. The Order is placed in the queue in order to be executed in the following cases:

- a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
- b) the Stop Loss on open Long Position is placed in the queue in order to be executed if



- the Bid price in the Quotes Flow becomes equal or lower than the Order Level;
- c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
 - d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
 - e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;
 - f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;
 - g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
 - h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level
 - i) If any Sell Stop, Buy Stop, Sell Limit or Buy Limit Instruction includes a Take Profit or Stop Loss, as the case may be, and there is a Price Gap when the Bid price or the Ask price in the Quotes Flow exceeds the Take profit or the Stop Loss, as the case may be, then the Order will be opened and closed simultaneously with the respective Bid and Ask price.

5.23. Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:

- a) cumulative Client positions and new Necessary Margin (“New Margin”) are calculated: for Matched Positions depending on the Hedged Margin;
- b) for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;
- c) if the Pending Order Level is in the Price Gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes at the moment the Order is placed in the queue in order to be executed;
- d) “Free Margin” is calculated as follows: $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$;
- e) if the above mentioned calculations for the new position have been done and:
 - “Free Margin” is more or equals to zero, the position is opened. The process of opening the position is followed by the relevant record in the Server Log-File and the position opened by this Order has the same Ticket as the Pending Order;
 - “Free Margin” is less than zero, then the Company has the right to decline the Instruction to open the position and delete the Pending Order and the “No money” message will be recorded in the Server Log-File.

5.24. An Order is deemed executed once the relevant record appears in the Server Log-File.

5.25. In case of Pending Order execution, the process of opening the position is followed by the relevant record in the Server Log-File and the position opened by this Order has the same Ticket as the Pending Order.

5.26. If there is enough liquidity to hedge the trade with Liquidity Providers at the Order Level



adjusted by the cost of hedging, the Company executes Buy Stop, Sell Stop and Stop Loss Orders at the Order Level.

- 5.27.** If there is not enough liquidity to hedge the trade with Liquidity Providers at the Order Level adjusted by the costs of hedging, the Company executes Buy Stop, Sell Stop and Stop Loss Orders at the price at which the Company has hedged the trade. The Company has the right to adjust this price to reflect the cost of hedging. The Client acknowledges that the execution price may differ from the Order Level.
- 5.28.** Pending Order can be executed partially if there is not enough Liquidity to hedge the trade with Liquidity Providers at the Order Level. In case of insufficient Liquidity from Liquidity Providers for the full execution of an Order at the Order Level, the Order will be executed partially and new Pending Order will be issued with the originally specified parameters on unfilled amount. Under Abnormal Market Conditions, the Company reserves the right to reject any Pending Order.
- 5.29.** If there is more than one Dealer, depending on the amount of time a Dealer needs to handle the Client's Request or an Instruction, there is a possibility that in the Server Log-File the recorded execution time of the first Request or Instruction in the queue will be later than the execution time of the Request or Instruction which followed after.

6. STOP OUT

- 6.1.** The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior notice if the Equity is less than the Level of Stop Out specified on the Company's Trading Terms Webpage.
- 6.2.** Margin Level is monitored by the Server and subject to Clause 6.1 the Server generates the Stop Out Instruction to close a position without prior consent. Stop Out is executed at the current Quote following the priority of the queue.
- Once the position has been closed the relevant record appears in the Server Log-File with the "Stop Out" remark.
- 6.3.** If the Client has several Open Positions, the first position which has to be placed in the queue in order to be closed is the one with the highest Floating Loss.
- 6.4.** When the last Open Position is closed in accordance with Clause 6.1 and there is no Price Gap or Price Gap on the Market Opening, the Company shall guarantee that the execution of Stop Out for the last position, in accordance with Clauses 6.2 - 6.3, will not result in Negative Equity⁵ on the Client's Trading Account.
- 6.5.** If a Stop Out execution has resulted in a negative Balance of the Client's Trading Account, the Client shall be liable for this loss and must make a payment of the full and total amount due immediately. Company has the right to compensate this loss at the expense of the Client's funds located in other Accounts belonging to the Client.
- 6.6.** In regard to CFDs on futures which are approaching the expiry date of the underlying asset, the Transactions are executed in the "close only" way. The Company advises the Client of the date when the "close only" mode starts through Trading Platform internal mail notice and/or by displaying the information on the Company's Website.

⁵ Equity < 0.



The Company compulsorily closes the positions, which remain open on the expiry date of the underlying future contract, at the last Quote of the last trading session for this Contract for Difference:

- a) Long positions at the Bid price;
- b) Short positions at the Ask price.

6.7 The Company has the right to close any Open Positions of the Client without a warning if it is required in accordance with the Dispute process.

7. CORPORATE ACTIONS REGARDING CFDS ON STOCKS/INDICES

- 7.1. While trading Stocks CFDs and Spot Indices CFDs, please consider that the Company may apply reasonable measures in order to reflect the Corporate Actions of the underlying assets. This can include but is not limited to: Splits / Reverse Splits, Dividends Payments, Rights Issues, Mergers or Acquisitions etc.
- 7.2. Please also note that it is the Client's sole responsibility to be aware if an upcoming corporate event is approaching that may affect the underlying securities. The Company might charge the costs associated with the underlying corporate actions, depending on Client's position direction (Buy/Sell), without a notice as this has been applied directly by our Liquidity Providers to the Company.
- 7.3. In relation to a dividend adjustment to be applied to your account you must hold an open trade at the close of the trading session on the Business Day before the ex-dividend date.

8. COMMUNICATION

- 8.1. In order to communicate with the Client, the Company may use:
 - a) Trading Platform internal mail;
 - b) email;
 - c) telephone;
 - d) Company News Webpage.

Contact details provided by the Client whilst opening the Trading Account or updated in accordance with Clause 8.4 will be used by the Company to contact the Client and the Client will agree to accept any notices or messages from the Company at any time.

- 8.2. Any communication sent to the Client (documents, notices, confirmations, statements, etc.) are deemed received if:
 - a) sent by email, within one hour after emailing it;
 - b) sent by Trading Platform internal mail, immediately after sending it;
 - c) by telephone, then once the telephone conversation has been finished;
 - d) posted on the Company News Webpage, within one hour after it has been posted.
- 8.3. For the purpose of Clause 8, "business hours" mean between 9:00 a.m. and 5:00 p.m. (GMT)



+ 2) on a Business Day.

- 8.4.** The Client shall notify the Company immediately of any change in the Client's contact details.
- 8.5.** Transactions will be confirmed by email on the next Business Day after the execution. 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 Compliance Department.
- 8.6.** On the first day of each month the Company will send by email a statement which includes all Transactions during the previous month.
- 8.7.** Any telephone conversation between the Client and the Company may be recorded.. Any recordings shall be and will 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.

9. COMPLIANCE AND DISPUTE RESOLUTION PROCEDURES

Complaints Procedure

- 9.1.** Both the Company and the Client have the right to initiate the process of Dispute resolution. In a case where the Company initiates it, the decision must be made and all the necessary actions must be taken within one Business Day of the Dispute arising.

If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.
- 9.2.** To file any complaint, the Client should complete the standard form in MyFXTM. A new complaint is assigned with a unique number (TID) and the Client will be advised of the complaint status via email, sent from complaints@fxtm.com.
- 9.3.** A complaint shall include:
 - a) name and surname of the Client (or company name if the Client is a legal entity);
 - b) Client's login in the Trading Platform;
 - c) details of when the conflict first arose (date and time in the Trading Platform Time Zone);
 - d) Ticket of the position or Pending Order;
 - e) description of the conflict situation supported by the reference to these Terms of Business.
- 9.4.** The complaint must not include:
 - a) affective appraisal of the conflict situation;
 - b) offensive language;
 - c) uncontrolled vocabulary.
- 9.5.** The Company has the right to refuse a complaint if any of Clauses 9.1, 9.3 or 9.4 have been



breached.

Server Log-File

- 9.6.** 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.
- 9.7.** 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.

Indemnification

- 9.8.** The Company may resolve all Disputes by:
- crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative;
 - reopening erroneously closed positions; or
 - deleting erroneously opened positions or placed Orders.

If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute will be made on a basis of the live/real Server's Quotes Base synchronized in accordance with Clause 2.12.

- 9.9.** The Company has the right to choose the method of Dispute resolution at its sole discretion.
- 9.10.** Disputes not mentioned in these Terms of Business are resolved in accordance with the common market practice and at the sole discretion of the Company.
- 9.11.** If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in respect of the Dispute will be made on a basis of the live Server's Quotes Base synchronized in accordance with Clause 2.12.
- 9.12.** The Company shall not be liable to the Client if for any reason the Client has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.
- 9.13.** The Company shall not be liable to the Client in respect of any indirect, consequential or non-financial damage (emotional distress etc.).
- 9.14.** The Compliance Department shall consider any Client's complaint or Dispute 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.
- 9.15.** The Company shall take all necessary actions in accordance with Clauses 9.8 (a), (b) and/or (c) as soon as reasonably practicable but in any case, within one Business Day after the decision in respect of the Dispute is made.

Refusal of complaint

- 9.16.** If the Client has been notified in advance by Trading Platform internal mail (or by some other way) of routine construction on the Server, complaints made in respect of any unexecuted Instructions which are given during such construction periods are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.
- 9.17.** Provided that Clause 5.23 has not been breached, complaints in respect of 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.

9.18. No Client complaints will be accepted in respect of 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.

9.19. In respect of all Disputes any references by the Client to the Quotes of other companies or information systems will not be taken into account.

9.20. The Client acknowledges that the Client will not be able to manage the position while the Dispute in respect of this position is being considered and no complaints in respect of that matter are accepted.

The Client acknowledges that the Company will not notify the Client that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.

Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or the Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

9.21. The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

9.22. 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 the above procedure.

10. DISABLING OF ACCOUNT

10.1. When there is no trading activity on a Client's account for 7 consecutive calendar days (no opening or closing of Positions), the Client will receive first notification informing that the account will be disabled if it is inactive for a total of 14 consecutive calendar days. If the account remains inactive for 13 consecutive calendar days, the Client will receive second notification informing that the account will be disabled on the next business day at 00:00 (MT server time). If there is no trading activity for a total of 14 consecutive calendar days, the account becomes disabled. However, the Client can login to MyFXTM and reactivate an account.

10.2. When a trading account becomes disabled, the remaining Client's funds in the account will be automatically transferred to Client's wallet in MyFXTM.

11. INTERPRETATION OF TERMS

11.1. In these Terms of Business:

"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.

"Bar/Candle" shall mean a Chart element, which shows opening and closing prices, as well as the lowest and the highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).



“**Buy Limit**” shall have the meaning given in Clause 5.1. herein.

“**Buy Stop**” shall have the meaning given in Clause 5.1. herein.

“**Chart**” shall mean the Quotes Flow in the form of a chart. For the period relevant for a Bar/Candle:

- a) Bar/Candle high is the highest Bid,
- b) Bar/Candle low is the lowest Bid,
- c) Bar/Candle close price is the last Bid,
- d) Bar/Candle open price is the first Bid.

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

“**Company**” shall mean Exinity Limited (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.

“**Client**” shall mean a legal entity or an individual being a party to the Operative Agreements with the Company in regard to making Transactions, subject to Margin Trading.

“**Client Agreement**” shall mean the agreement between the Company and the Client, which together with the Terms of Business are defined as “Operative Agreements” and govern the terms on which the Company deals with the Client.

“**Day Order**” shall mean an Order which is automatically deleted at the end of the trading session.

“**Dealer**” shall mean the Server or an employee of the Company who is authorized to process the Client’s Instructions and Requests and execute Orders and Stop Outs.

“**Expert Advisor**” shall mean an algorithm in the form of a program based on MetaQuotes Language 4, which is used to control a Trading Account and give Instructions and Requests to the Server through the Client Terminal.

“**GTC**” (“**Good Till Cancelled**”) shall mean the Order which is valid until the Client sends the Instruction to delete the Order.

“**If-Done Order**” shall have the meaning given in Clause 5.2. herein.

“**Instant Execution**” shall mean the mechanism of providing Quotes to the Client without prior Request. The Client may make a Transaction anytime as the Client sees the Quotes Flow in real time.

“**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 respect of the prices which are significantly different from the market prices.

“**Market Opening**” shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

“**New Margin**” shall have the meaning given in Clause 3.6. herein.



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

- a) considerable breaks in the Quotes Flow in the Trading Platform; and
- b) fast price movements; and
- c) large Price Gaps.

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

“Point” / “Pip” shall mean the numerical value of the last, or right-most, digit of a Quote.

“Price Gap on the Market Opening” shall mean the following:

- a) the first Bid of the current trading session is higher than the last Ask of the previous session; or
- b) the first Ask of the current trading session is lower than the last Bid of the previous session.

“Request Execution” shall mean the mechanism of providing Quotes to the Client with prior Request.

“Sell Limit” shall have the meaning given in Clause 5.1. herein.

“Sell Stop” shall have the meaning given in Clause 5.1. herein.

“Server Log-File” shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Client to the Company as well as the results of their execution.

“Stop Loss” shall have the meaning given in Clause 5.2. herein.

“Stop Out” shall mean an instruction to close the Client’s Open Position without the consent of the Client or any prior notice in a case of insufficient funds required for maintaining Open Positions.

“Take Profit” shall have the meaning given in Clause 5.2. herein.

“Ticket” shall mean the unique identity number assigned for each Open Position or Pending Order or deposit/withdrawal transaction in the Trading Platform.

“Trading Platform Time Zone” shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Trading Platform Time Zone is GMT/BST + 2 (last weekend of October – last weekend of March). During daylight saving time (last weekend of March – last weekend of October), the Trading Platform Time Zone may be shown as GMT + 3.

“Trading Terms Webpage” shall mean the webpage of the Website on which the Trading Terms information is displayed. At the moment of this document the information is posted under the “trading-terms” tab on our website www.forextime.com.

11.2. 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 Terms of Business, 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.



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- 11.3.** 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.
- 11.4.** Unless otherwise stated, a reference to a Clause, party or a schedule is a reference to respectively a Clause in or a party or schedule to these Terms of Business.
- 11.5.** The Clause headings are inserted for ease of reference only and do not affect the construction of these Terms of Business.