



FXTM

IT'S FOREX TIME

TERMS OF BUSINESS

ECN MT5 Account

Version: March 2019



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1. INTRODUCTION

- 1.1. These Terms of Business govern all actions in respect of the execution of the Client's Instructions.
- 1.2. These Terms of Business specify:
 - a) principles of opening/closing positions and placing, modifying, deleting, and executing Orders under Normal Market Conditions and Abnormal Market Conditions;
 - b) the Company's actions in respect of the Client's Open Positions in case the Margin Level on the Trading Account is insufficient to support Open Positions; and
 - c) Procedures of Dispute resolution and the methods of communication between the Client and the Company.
- 1.3. These Terms of Business, the Client Agreement, the Risk Acknowledgement and Disclosure shall govern all the Client's Transactions and should be read carefully by the Client.
- 1.4. Unless otherwise defined, capitalized terms used in these Terms of Business shall have the meaning given to such terms in the Client Agreement. In addition, the definitions set out in Clause 10 ("Interpretation of terms") shall apply.

2. GENERAL TERMS

Quotes

- 2.1. The Company will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices/liquidity received from Liquidity Providers, and will periodically send to the Client some of these Quotes as Market Snapshots.
- 2.2. Client shall receive quotes through his/her Client Terminal in MyFXTM. All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by the Company's Liquidity Provider(s). The Client understands and accepts herein that such quotes, as these may be represented by the Company, are considered correct and valid as provided by the Company's Liquidity Provider(s).

The Client further understands and accepts herein that such quotes may vary significantly for the following, but not limited, reasons:

 - a) due to the different Client Account Type(s); and/or
 - b) due to market prevailing conditions; and/or
 - c) due to Over the Counter (OTC) decentralized market(s).
- 2.3. The Client Company has the right not to send to the Client acknowledges that:
 - a) the those Quotes that have not changed since the previous Market Snapshot;
 - b) the Client may not receive via the Client Terminal all the Quotes that have been in the Quotes Flow between Market Snapshots; and
 - c) Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by the Company from Liquidity Providers.



Execution of the Client's Instructions

- 2.4.** The procedure for handling the Client's Instructions given via the Client Terminal is:
- a) the Client prepares an Instruction and the Client Terminal checks if it is valid;
 - b) the Client Terminal sends the Instruction to the Server;
 - c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;
 - d) a valid Client's Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is placed in a queue" status appears in the "Order" window in the Client Terminal;
 - e) as soon as a Dealer is ready to handle a new Instruction the Dealer takes the first Instruction from the queue and processes it¹ and the "Order is placed" status appears in the "Order" window in the Client Terminal;
 - f) the Server receives from the Dealer the result of the Client's Instruction execution process;
 - g) the Server sends to the Client Terminal the result of the Client's Instruction execution process; and
 - h) the result of the Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted. The Client may place either an Exchange Execution Instruction or Pending Order.
- 2.5.** The Client cannot cancel an Exchange Execution Instruction or Pending Order once placed.
- 2.6.** The Company at its sole discretion shall specify the current market price.
- 2.7.** The standby time for each Instruction 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 Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Once an Instruction is received by a Dealer, the Dealer processes it as soon as practicably possible.
- 2.8.** In the circumstances listed below, the Company may decline an Instruction, with the result that the "Off quotes" message appears in the Client Terminal:
- a) if the Instruction precedes the first Quote in the Trading Platform on the Market Opening;
 - b) if the Company is not able to hedge the trade with a Liquidity Provider;
 - c) if the Client's Free Margin is less than the Initial Margin;
 - d) if the limit for the overall volume of a Client position and/or number of Orders on this type of account have/has been exceeded.
- 2.9.** The Client shall only give Instructions through the Client Terminal.

Transactions

- 2.10.** The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:

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



- a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position;
- 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

2.11. 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 Rollover/Interest Policy set out in the Company's Webpage, as amended from time to time.

Quotes Base Synchronization

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

- a) Quotes Base on the demo Server;
- b) any other reliable sources¹.

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

Leverage

2.13. The size of the Leverage is described on the Company's Trading Terms Webpage.

2.14. The Company has the right to change the Leverage for the Trading Account in accordance with margin requirements with immediate effect without giving prior notice. Leverage may be changed:

- a) during Abnormal Market Conditions;
- b) during an Emergency Situation;
- c) during Force Majeure Event circumstances.

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

2.16. The Company has the right to change the Leverage for a particular Client at any time and at its sole discretion with prior Written Notice. Such an amendment shall enter into force upon notification of the Client.

3. OPENING A POSITION

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

- a) Instrument;
- b) Transaction Type;

¹ If necessary, information is not available on the demo Server.



- c) Transaction Size; and
 - d) Fill Policy.
- 3.2.** In order to open a position via the Client Terminal without using an Expert Advisor, the Client shall press the “Buy” or “Sell” button. The Client’s Instruction to open a position may be executed at a price that differs from the Quote the Client has received via the Client Terminal during the last Market Snapshot in the following cases:
- a) If the current Quote changes since the last Market Snapshot;
 - b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client’s Instruction Transaction Size.

In any case the Instruction will be executed at the best price available from the Company’s Liquidity Providers.

- 3.3.** When opening a position via the Client Terminal using an Expert Advisor, the Client is not able to specify Stop Loss and/or Take Profit Orders levels. If the Client wishes to place these Orders, the Client can do it by modifying the existing position in accordance with Clauses 5.16 to 5.22.

Processing and execution of Instructions to open a position

- 3.4.** 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:
- a) cumulative Client positions and new Necessary Margin (“New Margin”) are calculated depending on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions;
 - b) all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;
 - c) “Free Margin” is calculated as follows: $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$;
 - d) if the above-mentioned calculations for the new position have been done and:
 - “Free Margin” is more or equal to zero, subject to Clause 2.9, the position is opened. The process of opening the position is followed by the relevant record in the Server Log- File; or
 - “Free Margin” is less than zero, then the Company has the right, but no obligation, to decline the Instruction to open the position and the “No money” message will be recorded in the Server Log-File.
- 3.5.** 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.
- 3.6.** 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 in the Client Terminal window.
- 3.7.** When using the One-Click Trading tab in the Market Watch window, an Instruction to open a position will be automatically placed (i.e. without any further confirmation) upon clicking on the “Buy” or “Sell” buttons within the Trading tab of the Market Watch window. Once an Instruction has been placed it may not be cancelled, and will be recorded within the Server



Log-File. A One-Click Trade may be rejected in such circumstances as a lack of Free Margin or refusal by the Dealer to open

- 3.8.** An Order placed by a Client may be not executed due to, amongst other things, lack of liquidity from Liquidity Providers or Fast Market conditions. In such circumstances the Client may indicate his preferred Fill Policy as follows:
- a) If the Client has chosen a "Fill or Kill" policy, the Order shall only be filled with the specified volume and price equal to or better than that indicated within the Order, otherwise the Order shall be terminated;
 - b) If the Client has chosen a "Fill or Cancel" policy, the Order shall be executed with the volume maximally available in the market within that indicated in the Order at the price equal to or better than the indicated one. The Order may therefore be partially filled and any remaining quantities will be cancelled.

4. CLOSING A POSITION

- 4.1.** In order to give an Instruction to close an open position, the Client shall specify the following:
- a) Instrument;
 - b) Transaction Size; and
 - c) Fill Policy.
- 4.2.** In order to close a position via the Client Terminal without using an Expert Advisor, the Client shall press the "Close" button. The Client's Instruction to close a position may be executed at a price that differs from the Quote the Client has received via the Client Terminal during the last Market Snapshot in the following cases:
- e) If the current Quote changes since the last Market Snapshot;
 - f) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

In all instances, the Instruction will be executed at the best price available from the Company's Liquidity Providers.

Processing and execution of Instructions to close a position

- 4.3.** 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.
- 4.4.** An Instruction to close a position shall 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.
- 4.5.** An Instruction to close a position may be declined by the Company if it is made when the Stop Loss or the 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
- 4.6.** Full and partial hedging is unavailable on the MT5 Terminal. Therefore, the Client is unable to open separate and matching positions of the same Transaction Type. If the Client attempts to open/close such positions, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure at the weighted average price



- 4.7. When using the One-Click Trading tab in the Market Watch window, in order to close a position, a matching trade volume must be placed to that already opened. If the Client attempts to open/close a trade volume greater (or less) than the position already open, the Client shall have either a zero or net Long/Short Position based upon the net overall exposure at the weighted average price. Once an Instruction has been placed it may not be cancelled and shall be recorded within the Server Log-File. A One-Click Trade may be rejected in such circumstances as a lack of Free Margin or refusal by the Dealer to open a position and shall be recorded within the Server LogFile.

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;
- e) "Buy Stop Limit" - a Pending Order to place Buy Limit Order at specified level if the future Ask price reaches the value indicated in the Order;
- f) "Sell Stop Limit" - an Order to place Sell Limit Order at specified level if the future Bid price reaches the value indicated in 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. Pending Orders on the Instruments, which are traded 24 hours a day, have "GTC" ("Good Till Cancelled") status. The expiry date and time can be set by the Client in the "Expiry" field.
- 5.5. Pending Orders on the Instruments, which are not traded 24 hours a day, have "Day Order" status and will be deleted at the end of a trading session.
- 5.6. Stop Loss and Take Profit for all Instruments have "GTC" status ("Good Till Cancelled").



The procedure for placing an Order

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

- a) Instrument;
- b) Fill Policy;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, Sell Limit, Buy Stop Limit or Sell Stop Limit);
- d) Transaction Size;
- e) Order Level;
- f) Stop Limit Price (for Stop Limit Orders only)

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

- a) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- b) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed); or
- c) date and time when the Pending Order expires. The Instruction will be declined if:
 - any of the required parameters is not specified or is incorrect; or
 - 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 via the Client Terminal without using an Expert Advisor.

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

- a) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- b) level of the Take Profit; "0.0000" 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 via the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

5.9. If the Client gives an Instruction to place the If_Done Orders on a Pending Order, the Client shall specify the following:

- a) Tickerr for the Pending which the Client intends to place the Orders on;
- b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of the Take Profit; "0.0000" 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 via the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.



- 5.10.** Unless otherwise indicated in the Contract Specifications, while giving an Instruction, the difference between the Stop Loss, Take Profit or the 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;
 - c) 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;
 - d) 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;
 - e) 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;
 - f) 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;
 - g) 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;
 - h) for the Sell Stop Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price less this number of Points; and
 - i) for the Buy Stop Limit 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.
- 5.11.** Unless otherwise indicated in the Contract Specifications, 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, Buy Stop or Buy Stop Limit 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, Sell Stop or Sell Stop Limit 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, Buy Stop or Buy Stop Limit must not be placed lower than the level of the Pending Order plus this number of Points; and
 - d) the Take Profit on the Sell Limit, Sell Stop or Sell Stop Limit must not be placed higher than the level of the Pending Order less this number of Points.
- 5.12.** 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.
- 5.13.** Each Pending Order has a Ticket.
- 5.14.** An Instruction to place an Order may 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.



5.15. The Company has the right, but no obligation, to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which Clause 5.10 or 5.11 have been breached.

The procedure of modifying and deleting an Order

5.16. 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) Order Level;
- c) Stop Limit Price (for Stop Limit Orders only);
- d) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- e) level of Take Profit; "0.0000" 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 or deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

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

- a) symbol of trading instrument of position on which Stop Loss or Take Profit is modified;
- b) level of Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed); and
- c) level of Take Profit. "0.0000" 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 or deleted through the Client Terminal without using an Expert Advisor, the Instruction shall be declined and the "Modify" button shall remain inactive.

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

5.19. 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.

5.20. An Instruction to modify or delete an Order may 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.

5.21. The Company has the right, but no obligation, 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 5.23 hereto.

5.22. When the Client has given an Instruction to modify or delete an Order Level, the Company has the right, but no obligation, 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 5.23. hereto.



The procedure of Order execution

5.23. 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) the Buy Stop Limit is placed in the queue to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;
- j) the Sell Stop Limit 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.

5.24. 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 depending on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions;
- b) 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; and
- c) "Free Margin" is calculated as follows: $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$;
- d) if the above-mentioned calculations for the new position have been done and "Free Margin" is less than zero, then the Company has the right, but not obligation, 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.

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

5.26. 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 is being added to the existing Cumulative Position for this instrument.

5.27. Pending Order can be executed partially if there is not enough liquidity to hedge the trade with Liquidity Providers at the Order Level.



- 5.28.** In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Limit, Sell Limit and Take Profit orders at the requested price at the moment the order is executed.
- 5.29.** In the cases where insufficient liquidity exists at the order level and/or the order level falls within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, may execute Buy Stop, Sell Stop and Stop Loss orders at the current available price at the moment the order is executed. The Client acknowledges, agrees and consents herein that the execution price may differ from the order level.
- 5.30.** In the cases where a pending order level and/or the respective order's Stop Loss and/or Take Profit shall fall within a price gap at market opening and/or during the quote(s) flow, the Company, in its sole and absolute discretion, shall open and close a position immediately within the same tick, at the first available price.
- 5.31.** Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT5 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

6. CORPORATE ACTIONS REGARDING CFDS ON EQUITIES/INDICES

- 6.1.** While trading CFDs on Shares and Spot Indices, 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.
- 6.2.** 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 underline 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.
- 6.3.** In relation to a dividend adjustment to be applied to the Client's account, the Client must hold an open trade at the close of the trading session on the Business Day before the ex-dividend date.

7. STOP OUT

- 7.1.** 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 at Trading Terms on the Company's Webpage. Stop Out levels are indicated on the Company's website in the "Trading Account Comparison" section.
- 7.2.** Margin Level shall be monitored by the Server. The Client acknowledges, agrees and consents herein that subject to Clause 7.1 above the Server shall generate the Stop Out Instruction to close a position without prior consent required by the Client. The Client agrees



that the price at which the Order is executed may be different from the Quote at which the Stop Out Instruction was generated.

Stop Out shall be executed at the price at which the Company has hedged the trade. The Client acknowledges, agrees and consents herein that the Company has the right, in its sole and absolute discretion, to adjust this price to reflect the cost(s) of hedging.

Stop Out shall be executed at the current price available at the moment the order is executed. The Client acknowledges, agrees and consents herein that in the cases where the Stop Out is executed by the Company, the Stop Out shall be executed at the price at which the Company has hedged the position and the price shall be adjusted by the Company, in its sole and absolute discretion in order to reflect such hedging cost(s).

- 7.3. 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.
- 7.4. 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. The Company has the right to compensate this loss at the expense of the Client's funds located in other Accounts belonging to the Client.
- 7.5. The Company has the right to close any Open Position of the Client without a warning if it is required in accordance with the Dispute process.

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 hereby agrees 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:
 - 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 by telephone, then once the telephone conversation has been finished;
 - d) if 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. by Company's Local time 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 shall be confirmed by email on the next Business Day after the execution.



- 8.6. 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 in accordance with Clause 8.
- 8.7. On the first day of each month the Company shall send by email a statement which includes all Transactions during the previous month.
- 8.8. Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone shall be binding as if received in writing. Any recordings shall be and shall remain the sole property of the Company and shall 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. DORMANT ACCOUNT

- 9.1. 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 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 the Client has not transacted with the Company for a period of six (6) consecutive months and the Company shall deem the trading account to be dormant.
 - b) Where the 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 the Client makes a genuine attempt to resolve his/her account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.
- 9.2. Where the Client's dormant 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 shall reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

10. INTERPRETATION OF TERMS

10.1. In these Terms of Business:

“**Advisor**” shall mean an algorithm in the form of a program based on MetaQuotes Language 5, which is used to control a Trading Account and give Instructions and Requests to the Server via the Client Terminal.

“**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.



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

“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 respect of 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, the Risk Acknowledgement and Disclosure 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.

“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 the Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

“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.

“Exchange Execution” shall mean an Instruction by the Client, which places the transaction in a queue to be automatically executed at the best price made available by Liquidity Providers at the moment of execution, without seeking further consent from the Client to any price movement.

“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 execution method where the order is executed to the most recently available price. In instant execution if the requested price is not available, the current available price will be sent to the Client to confirm execution (requote). Instant Execution is offered under the Standard Account, Shares Account and Cent Account.

“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.



“Margin” shall mean the amount of funds required and/or used by the Client in order to open a position.

“Margin Level” shall mean the % level displayed in the MetaTrader Terminal that displays the Equity divided by Margin * 100.

“Market Execution” shall mean the execution method where the order is executed depending on the depth of the market. Under Market Execution there are no re-quotes and the order is executed at the best available price in the market. Market Execution is offered under the ECN Account and the ECN MT5.

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

“Market Snapshot” shall mean quotes for instruments at a particular moment in time.

“New Margin” shall have the meaning given in Clause 3.4. herein.

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

“Our Services 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 on under the “Trading Conditions” tab on our website www.forextime.com the location and/or content of which may change without any prior notice.

“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” 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.

“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.

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

“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.

“Sell Stop Limit” 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.

“Spread” shall mean the difference between Ask and Bid.

“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.

“Tick” shall mean the rate which the Company shall receive in its terminal trading platform(s).

“Ticket” shall mean the unique identity number assigned for each 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 EET (GMT + 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.

10.2. All references to a statutory provision include references to:

- a) any statutory modification, consolidation or re-enactment of it, whether before or after the date of 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.

10.3. 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.

10.4. 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.

10.5. The clause headings are inserted for ease of reference only and do not affect the construction of these Terms of Business.