

**FXTM Invest:**  
Investor's Agreement  
V. 8



This FXTM Invest: Investor's Agreement (**hereinafter the "Agreement"**) is made **BETWEEN:**

- **Forextime Limited**, a company registered under the Laws of the Republic of Cyprus, with registration number HE310361, (hereinafter referred to as the "**Company**" or "**FXTM**" which term includes its receivers, liquidators, successors and permitted assignees), on the one part; and
- The person who has applied to the Company and has agreed to be bound by the below Terms and Conditions to become an Investor in the FXTM Invest (hereinafter referred to as the "Investor or Client"), on the other part;

## 1. INTRODUCTION

- 1.1. **Forextime Limited** is authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended from time to time (the Law) and entered on the CySEC's Register of Cyprus Investments Firms (CIF), with CIF Number 185/12. Its registered office is at the FXTM Tower, Lamprou Konstantara 35, 4156, Limassol, Cyprus.
- 1.2. The Company will offer the FXTM Invest strictly under the following terms and conditions.
- 1.3. This Agreement together with the "Operative Agreements", as defined in the FXTM Client Agreement and can be accessed on the Company's Website concluded between the Company and the Client, set out the terms upon which the Company will deal with the Client. For the purposes of the present, Operative Agreements shall also include this Agreement.
- 1.4. The Client has read, understood and accepted all information on the Company's domain (website) [www.forextime.com/eu](http://www.forextime.com/eu) (hereinafter called "the Website") clearly and publicly stated, available to all Clients including the Regulation section and the Account Opening Agreements.
- 1.5. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language. The Client accepts and understands that the Company's official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.
- 1.6. The Operative Agreements shall govern all trading activity of the Client with the Company and should be read carefully by the Client. Amongst other things, the Operative Agreements set out those matters which the Company is required to disclose to the Client under the Applicable Regulations.

## 2. DEFINITIONS – INTERPRETATIONS

- 2.1. The Definitions provided as per Appendix A of the FXTM Client Agreement of the Company shall apply.
- 2.2. In the Agreement, unless the context otherwise requires, the following words shall be construed as follows:



“**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.

“**Agreement**” shall mean this Agreement and its Appendices, as amended from time to time.

“**Applicable Regulations**” shall mean:

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

“**Application Form**” shall mean the application form completed by the Client to apply for the Company’s Services including an online or electronic application (via which the Company will obtain amongst other things necessary information for the Client’s identification and due diligence), under this Agreement.

“**Ask**” shall mean in relation to a Contract for Difference the higher price in the Quote being the price at which the Company may buy.

“**Assets**” shall mean Financial Instruments and monetary funds.

“**Assets Valuation**” shall mean the prices used for the valuation of investments will be the current available price at the moment of valuation from either the Company’s liquidity providers or from Bloomberg or any other internationally recognized information source as can be seen in MyFXTM. All cash balances, cash deposits or credits will be valued at the principal (nominal) amount held by the Company.

“**Balance**” shall mean the total financial result on the Client Account after the last completed Transaction and deposit or withdrawal, at any period of time.

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

“**Client**” shall mean an “**Investor**”.

“**Client Account or Client’s Investment Account or Investor Account**” shall mean the personal account opened in the name of the Client, when the Client follows a Strategy Manager for the purpose of investing in the Strategy.

The functionality of the Investment Account is set out in **Appendix 1** to the present.

“**Coefficient**” shall mean the amount of trading activity in your account compared to the Strategy Account. When Safety Mode is enabled, the coefficient in your Investment Account cannot exceed a factor of 0.5 and therefore you will adopt approximately half the trading activity compared to the Strategy Account and subsequently half the risks and profits.

“**Concentration Risk**” shall mean the case where a Client’s wealth is concentrated in few or one asset and as result Client/Investor is increasing the negative impact if anything happens to one of them (lack of diversification).

“**Currency Pair**” shall mean the object/Underlying Asset in a Contract for Difference based on the change in the value of one currency against the other.

“**Dormant Account**” shall mean any FXTM 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 FXTM 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.

**“Event of Default”** shall have the meaning given in Clause 15.

**“Financial Instruments / Instruments”** shall mean the instruments under the Company’s license as specified in the document with the name “Investment and Ancillary Services” that can be found in the Website. The Company is trading on over the counter (OTC) basis on CFDs.

**“Force Majeure Event”** shall have the meaning as set out in Clause 16.

**“FXTM Client Agreement”** shall mean the document with the name “Client Agreement” that can be accessed on the Company’s Website.

**“The FXTM Invest”** shall mean the service developed by FXTM, allowing investors to follow a Strategy Manager’s strategy by copying the trades in a specially designated account, for a Profit Share.

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

**“Investor” (or “Client”)** shall mean the person or a legal entity which becomes a Client as per the terms of the Client Agreement, and has applied and agreed to be bound by these Terms and Conditions to become an Investor under FXTM Invest and invest funds in an Investment Strategy and successfully passed the Suitability Test.

**“Investment/ Investor Account”** shall mean the account FXTM ECN or ECN Zero in currencies USD, EUR and GBP that is connected with a Strategy Manager whose trades are copied into the investment account.

**“Strategy Manager”** shall mean a person and/or a legal entity who agrees to participate in FXTM Invest as a Strategy Manager. The Strategy Managers’ performance shall be available on the Company’s Website in order for Investors to select and follow based on adequate risk profile and preferences.

**“Monthly Period”** shall mean every continuous monthly period commencing, in the case of the first monthly period, on the date of commencement of this Agreement and ending one calendar month thereafter and in the case of every subsequent monthly period, commencing on the first day which next follows the last day of the immediately preceding Monthly Period and ending one calendar month thereafter.

**“MTF or Multilateral Trading Facility”** shall mean a multilateral system operated by an investment firm or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments in the system and in accordance with its nondiscretionary rules in a way that results in a contract in accordance with the provisions of applicable law of the jurisdiction it is regulated.

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

**“Net Adjusted Profit”** shall mean the amount, if any, by which:

- a) the Market value of the Client’s Assets on the last day of each Annual Period or on the date the Agreement is terminated (less the Transaction Expenses incurred and any applicable taxes and duties imposed on the Client’s Assets and paid by the Company at its own expense which shall be reimbursed by deduction from the



Client's Assets) prior to application of the Profit Share, but after Management Fee exceeds;

b) the High Water Mark.

**"Net Profit"** shall mean an amount equal to the difference between:

- a) the market value of the Client's Assets at the end of calculating period less the Transaction Expenses incurred and any applicable taxes and duties imposed on the Client's Assets and paid by the Company at its own expense which shall be reimbursed by deduction from the Client's Assets;
- b) the market value of the Client's Assets at the beginning of the calculating period plus any additional investments and less any withdrawals of the Client's Assets during such period.

**"Open Position"** shall mean in relation to a CFD a Long Position or a Short Position which is not a completed transaction.

**"Order"** shall mean an instruction from the Company to another party to open or close a position when the price reaches the Order Level in relation to a Contract for Difference.

**"Order Level"** shall mean the price indicated in the Order in relation to a Contract for Difference.

**"Party"** shall mean a party to this Agreement (i.e. the Client or the Company).

**"Pause"** shall mean the act of clicking on the "Pause" button in the Client's Investment Account. If the Account is paused, all positions in the Account shall be closed.

**"Payout Interval"** shall mean the monthly interval that starts on the day of the Investor's or Foreign Investor's initial deposit and concludes after a 30-day period or at the time of the withdrawal by the Investor or time of closing of a profitable investment account. When the payout interval is reached, the Profit Share is deducted from the Investor's account automatically, if the Investor's account is found to be profitable compared to the previous interval.

**"Precious Metal"** shall mean CFD on spot gold or spot silver.

**"Protection Level"** shall mean the limit the Investor sets to his investment. If his capital reaches this level then all the positions will be closed or he will receive a notification to close all positions himself, according to his preferences. It is hereby understood that the Protection Level shall not be guaranteed in the event of a Force Majeure, including trading during Abnormal Market Conditions.

**"Quote"** shall mean the information of the current price for a specific Underlying Asset in a Contract for Difference, in the form of the Bid and Ask prices.

**"Regulated Market or Organized Market"** shall mean the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying or/ and selling interests in financial instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules or/and systems, and which is authorized and functions regularly with the provisions of applicable law of the jurisdiction it is regulated.

**"Resuming"** shall mean the act of clicking on the "Resume" button in the Client's Investment Account. By resuming the Account, all positions opened by the Strategy Manager, will be reflected in the Investor's Account and all trading activity will be resumed.



**“Risk Profile”** shall mean the result of the assessment of Appropriateness and Suitability Tests taken by the Client during the registration process and before the opening of the Investment Account respectively. The ability of the Client to follow the Strategy Manager shall be depended on the level of his Risk Profile. In the case that the Clients’ Risk Profile is not deemed appropriate the Client shall not be able to participate in FXTM Invest.

**“Safety mode”** allows the Investor to decrease the risk level of the Investment Account by 50% compared to the Strategy he/she is following. This function may be enabled by default depending on the Risk level of the Strategy Manager the Investor chooses to follow.

**“Short Position”** shall mean in relation to a CFD a sell position that appreciates in value if market prices fall.

**“Profit Share”** shall mean a percentage of the Investor’s profits that will be rewarded to the Strategy Manager for his positive performance. The Profit Share shall be paid 30 days from the day of Investor’s initial deposit. In case of Investor’s withdrawal before the 30 days or closing of the Strategy by the Strategy Manager, the higher water mark rule applies. The Profit Share can be found on company’s Website and within MyFXTM.

**“Strategy Manager’s Risk Level”** shall mean an evaluation of the Strategy Manager account and is determine from the overall performance, daily volatility and max drawdown of the account.

**“Strategy or Investment Strategy”** shall mean the series and/or sequence and/or set of Transactions carried out by the Strategy Manager through the Strategy Account which shall be available for Investors to invest in.

**“Suitability Test”** shall mean the suitability testing required to be completed successfully by the Client in order to enter and/or continue participating in FXTM Invest by which the Client has to provide as per Clause 6 below herein, the necessary information regarding his/her knowledge and experience in the investment sector relating to that particular category of financial instrument or services, as well as the Client’s financial situation, investment objectives and diversification of assets.

**“Trading Account”** shall mean the unique personified registration system of the consisting of all completed transactions in CFDs, Open Positions, Orders and deposit/withdrawal transactions in the Trading.

**“Trading Platform”** shall mean the trading platform of the Company consisting of all programs and technical facilities which provide real-time Quotes, allow transactions in CFDs to be made, Orders to be placed/modified/ deleted/executed and calculate all mutual obligations between the Company or the Client on the one hand third party service provider on the other hand. The trading platform consists of the Server and the Client Terminal.

**“Transaction”** shall mean any transaction with the Client’s Assets.

**“Transaction Expenses”** shall mean the costs associated with the Transactions and Services undertaken by the Company on behalf of the Clients (the expenses incurred in connection with conclusion, execution and settlement of the Transactions, currency conversion including but not limited to the expenses of other brokers, custodians, any stock exchange and/or banks) as well as any expenses, judicial expenses, incurred by the Company in connection with the Agreement and/or protection of the Client’s rights to the Client’s Assets.



“**Underlying Asset**” shall mean the underlying asset in a Contract for difference and may be a Currency Pair, Precious Metal, Commodities, CFDs and Indices.

“**Website**” shall mean the Company’s website as this is defined in the FXTM Client Agreement.

- 2.3. 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.
- 2.4. 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 this Agreement.
- 2.5. Any word not defined in this agreement shall have the meaning provided for in the FXTM Client Agreement.
- 2.6. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

### 3. COMMENCEMENT AND DURATION

- 3.1. The Agreement will commence on the date on which the Client completes successfully the Suitability Test (“Date of Commencement”).
- 3.2. The Agreement will continue unless or until terminated by either party.

### 4. PROVISION OF SERVICES

- 4.1. Subject to the Client’s obligations under the Agreement being fulfilled and any other rights of the Company herein in the Agreement, the Company will offer the following Services to the Client:
  - 4.1.1. The Services described in the document with the name “[Investment & Ancillary Services](#)” as can be found in the Website;
  - 4.1.2. Participation to the FXTM Invest;
  - 4.1.3. Participation to the FXTM Invest shall give the right and/or opportunity to the Client to have access to the Investment Strategy of Strategy Managers and follow their Strategies.
- 4.2. The Client hereby agrees that by joining a Strategy of the FXTM Invest, the Client:
  - 4.2.1. appoints the Strategy Manager of the Strategy as its true and lawful Attorney and Agent, with full power and authority to act as a Strategy Manager of the Client’s investment account;
  - 4.2.2. instructs the Company to take all such necessary actions to follow the Strategy Manager’s strategy;
  - 4.2.3. understood and accepted that the Strategy shall be followed at a pro-rata basis, comparing the funds in the Strategy Account with the funds in the Client’s investment account;
  - 4.2.4. acknowledged and accepted that the Services are available only for Clients that have successfully completed the Suitability Test and entered into FXTM Invest and



in addition that the provision of the Services in relation to any instrument not available on ECN Account and ECN Zero Account is restricted under FXTM Invest.

- 4.3.** Without prejudice to the generality of Clauses 4.1, 4.2 and 4.3 the Client grants the Company full power and discretion to perform the following functions on behalf of the Client (and without prior reference to the Client), following the Strategy of the Strategy Manager:
- a) purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments (including CFDs) in any manner whatsoever;
  - b) enter into Contracts for Difference and hence place Quotes and Orders for transmission or execution with another investment firm or bank;
  - c) execute Transactions in regulated markets and Multilateral Trading Facility;
  - d) execute Transactions outside regulated markets and Multilateral Trading Facility, for example enter into over the counter transactions;
  - e) enter into Transactions in any markets and generally act in any other way which the Strategy Manager deems appropriate in relation to the management and investment strategy;
  - f) subscribe for issues and offers for the sale of Financial Instruments;
  - g) accept private placements, underwritings and sub-underwritings of Financial Instruments;
  - h) invest in mutual funds and collective investment schemes which are managed, operated or directed by the Company or any associated company as well as in Financial Instruments which are partly paid and that there is no limitation in the amount or percentage which may be invested in any Financial Instruments of a single issuer or in a single Financial Instrument or in any area of business activity;
  - i) issue orders and instructions with respect to the disposition of the Financial Instruments, forming part of the investment strategy;
  - j) to generally copy all actions performed by a Strategy Manager in the Strategy Account.

## **5. FXTM INVEST**

- 5.1.** The Company offers to the Client the choice to join any of the Investment Strategies based on Client's knowledge, experience, financial situation and investment objectives available through the FXTM Invest. Such Investment Strategies, relevant information, applicable costs, Profit Share and fees and the history and performance of each such Investment Strategy are provided on the Company's Website. The Client acknowledges and accepts that where Strategy Manager's Risk Level is twice as much as the Client's Risk Profile, the Client can only follow the Strategy Manager with "safety mode" on, as described in Clause 4 of Appendix 1 below, herein. In addition, in case that the risk profile of the Strategy Manager is much higher than the Client's, the Client might not be able to follow Strategy Manager at all.
- 5.2.** The Client hereby acknowledges and understands that investing in each Investment Strategy bears its own fees and charges, Asset Valuation and procedures.



- 5.3. Such information is available on the Company's Website. By entering into this Agreement and choosing the particular Strategy, the Client is consenting to be bound by the applicable Profit Share, commissions and charges, Asset Valuation and procedures of the particular Strategy.
- 5.4. The Client may apply to join a specific Investment Strategy by making an on-line request on the website of the Company and by complying with the Company's account opening procedures.
- 5.5. Client Investment Account Payout Interval:
  - 5.5.1. The monthly interval that starts on the day of the Investor's initial deposit and concludes after a 30day period or at the time of the withdrawal by the Investor or at the time of closing of a profitable investment account.
  - 5.5.2. When the end of the payout interval is reached, the Profit Share is paid to the Company automatically, if the Investor Account is found to be profitable compared to the previous interval.
  - 5.5.3. The end of a Payout Interval designates the beginning of the following Payout Interval.
- 5.6. FXTM, 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 close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
  - a) Where a Client has not transacted with FXTM for a period of six (6) consecutive months and FXTM will deem the trading account to be dormant and/or inactivate.
  - b) Where a Client makes a genuine attempt to resolve their account balances, FXTM reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.
- 5.7. Where a Client's dormant account and/or inactivate account(s) has a zero-cash balance FXTM reserves the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## 6. SUITABILITY

- 6.1. The Company shall have the right to request and obtain from the Client and the Client shall be obliged to provide, when entering into this Agreement and at least once a year onwards, the necessary information regarding the Client's knowledge and experience, his financial situation and his investment objectives and collect adequate information (hereinafter the Suitability Test") in order to ensure that:
  - a) the Company acts in the Client's best interest;
  - b) the Company understands the risks involved in the transaction or in the management of Client's Investment Account;
  - c) the Client is able financially to bear any related investment risks consistent with his investment objectives;
  - d) the Company meets the investment objectives of the Client, including Client's risk tolerance;



- e) the Client has the necessary experience and knowledge in order to understand the risks involved in the transaction or in the management of his portfolio;
  - f) the Company understands the Financial Position and Investment time horizon of the Client;
  - g) the Company understands if Concentration Risk is applicable.
- 6.2.** It is hereby acknowledged by the Client that the successful completion of the Suitability Test as per the Clause 6.1 above herein, is a prior requirement for the effectiveness and/or continuation of FXTM Invest and the Company shall not recommend or decide to trade where the services or instruments are not suitable for the Client.
- 6.3.** The Client acknowledges, understands and accepts herein that, where based on the answers provided to the Suitability Test, Concentration Risk applies, then the Client may suffer losses due to lack of diversification and/or situations in which the Client is too heavily exposed to any type of financial risk (including without limitation credit risk, currency risk, sectoral risk, geographical risk) and/or where Client's Portfolio is concentrated on products issued by a single entity in case of default the Client may end up losing entire investment. The Client further understands and accepts herein that where based on the answers provided in the Suitability Test, the Company identifies that Concentration Risk applies as above stated, then the Company shall have the right not to accept the Client in FXTM Invest.
- 6.4.** The Client shall provide complete, accurate and sufficient information when completing the Suitability Test and provide updated information upon any changes in order for the Company to carry out the assessment adequately as regards the Client's knowledge, experience in the investment sector, Client's financial situation, investment objectives and diversification of assets.
- The Client acknowledges, understands and accepts herein that, where based on the answers/information provided to the Suitability Test, high Concentration Risk applies, then the Company might not be able to provide the respective Investment Service.
- The Company shall have the right to refuse to provide the services of FXTM Invest and/or to terminate an Investor Agreement in case:
- of lack of answers to the questions from the Suitability Test;
  - if the Company suspects that information provided by the Client is incomplete, untrue, inaccurate or insufficient;
  - if the Company suspects that the Client updated his Suitability Test in such a way in order to make himself appear as suitable for the provision of the specific investment service.
- 6.5.** Client may suffer losses due to lack of diversification and/or situations in which the Client is too heavily exposed to any type of financial risk (including without limitation credit risk, currency risk, sectoral risk, geographical risk) and/or where Client's Portfolio is concentrated on products issued by a single entity in case of default the Client may end up losing entire investment. The Client further understands and accepts herein that where based on the answers provided in the Suitability Test, the Company identifies that Concentration Risk applies as above stated, then the Company shall have the right not to accept the Client in FXTM Invest.
- 6.6.** The Company shall review, in order to enhance the service, the suitability of the recommendations given at least annually. The frequency of this Suitability Test shall be increased depending on the Risk Profile of the Client and the type of financial instruments recommended. The Client hereby understands and accepts that the Suitability Test shall



be completed by the Client and the Client shall not appoint any natural or legal entity as a representative for the completion of the Suitability Test.

- 6.7. In the case that the Client is a legal entity (hereinafter the “entity”), the Suitability Test shall be completed by one of the directors of the entity and/or its’ authorized representative. The financial situation and the investment objectives sections of the Suitability Test shall be related to the entity and the experience and knowledge shall be related to the director and/or the authorized representative completing the Suitability tests.

## 7. REPORTS

- 7.1. The Company shall provide Client with a written periodic statement, every 30 days from the activation of the Investment Account (hereinafter referred to as the “Report”) which shall include the following:
- a) the closed trades, deposits and withdrawal transactions executed in the Client’s investment account;
  - b) an itemized breakdown of the total Profit Share, any commissions, costs and/or swaps charges and/or inducements and/or other charges;
  - c) a fair and balanced review of all investments held during that period on Client’s accounts and how those investments are in line with Client’s risk profile.
- 7.2. In addition, up to date valuations of the Client’s Portfolio can be accessed within MyFXTM.
- 7.3. The Client is obliged to provide the Company with an e-mail address for the purpose of issuing and distributing the Report. It is the Client’s responsibility to inform the Company of any change to this email address (or any other relevant personal information).
- 7.4. The Client is entitled to submit reasonable objections to the Report in writing, within 10 (ten) Business Days from the date when the Report is received by the Client. If the Client expresses no objections during this period, the Report is considered as approved by the Client. The Parties have agreed that the “reasonable objections” can be made by the Client only in the event where the Company has breached any of its obligations under the agreement.
- 7.5. If not otherwise agreed in writing by the Parties, an annual statement for each Annual Period is not required as the information is covered in the Reports.

## 8. PROFIT SHARE AND EXPENSES

- 8.1. The Client shall pay the Company, as remuneration for the Services provided hereunder the Profit Share applicable for each Investment Strategy the Client joins.
- 8.2. The Client shall pay the Company the Profit Share, fees and/or commissions and/or costs as these are stated in the Company’s Website (as and if applicable) as these may be amended from time to time.
- 8.3. Any changes to the Profit Share, costs and/or fees and/or commissions will be published in the Company’s website.
- 8.4. The Client hereby agrees that all Profit Share, fees, costs and commissions payable to the Company shall be paid by deduction from the Investment Account and/or the Client’s wallet, in the event of partial or full withdrawal, without any additional consent of the Client.



- 8.5. The Profit Share shall be deducted at the end of each Payout Interval and the Company is entitled to debit the Account of the Client with any value added tax or any other tax, contribution or charge which may be payable as a result of any Transaction, any act or action of the Company under the Agreement.
- 8.6. The Client shall independently pay all taxes and duties imposed on the amount of profit or income received by the Client as a result of participation in the FXTM Invest. Where necessary by virtue of applicable legislation, all Profit Share, fees and/or charges and/or payments shall be subject to VAT.
- 8.7. The Company shall not pay, or be paid or receive a Profit Share, fee or commission or any monetary or non-monetary benefit from third parties (hereinafter the "inducements") in connection with the provision of the Services to the Client and particularly from issuers or product providers, and in such a case the Company shall disclose to the Client the existence, nature and amount of such inducements or, where the amount cannot be ascertained, its method of calculation prior to the provision of the relevant Service. Any inducements received and/or retained by the Company in relation to the Services provided to the Client shall be returned in full to the Client as soon as reasonably possible after receipt of those payments by the Company and the Company shall not be allowed to offset any such payments from the fees due by the Client to the Company (if any). Where applicable, the Company shall also inform the Client on mechanisms for transferring to the Client the Profit Share, fee, commission, monetary or non-monetary benefit received in relation to the provision of the investment or ancillary service.
- 8.8. Any minor non-monetary benefits that are capable of enhancing the quality of service provided to the Client that they could not be judged to impair compliance with the Company's duty to act in the best interest of the Client can be retained and/or received by the Company. Such non-monetary benefits shall be disclosed to the Client in a generic way prior to the provision of the relevant services.

## **9. CONTRIBUTIONS/DEPOSITS AND WITHDRAWALS OF FINANCIAL INSTRUMENTS AND FUNDS**

- 9.1. The Client may deposit or withdraw into or from the Client's investment account at any time, subject to conditions herein in Clause 9. A request for withdrawals and/or deposits must be submitted in the Client's personal area MyFXTM.
- 9.2. The Minimum Deposit requirement into the FXTM Invest shall be available at the Company's Website.
- 9.3. An Investor cannot cancel a request to deposit and/or withdraw funds. However, after the execution of the deposit and/or withdrawal, the Client may submit a deposit and/or withdrawal request (as applicable) of the amount, which will be executed upon the Company's AML regulations being satisfied.

## **10. CURRENCY CONVERSIONS AND FOREIGN EXCHANGE RISK**

- 10.1. The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Agreement. Such currency conversions can be found in the Client's personal area MyFXTM. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may



in its discretion determine, having regards to the prevailing rates for freely convertible currencies.

- 10.2.** All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Agreement will be borne by the Client.

## **11. AGGREGATION**

- 11.1.** Subject to Client's instructions, the Company will provide best execution to the Client in accordance with the Company's Order Execution policy and will work with the relevant brokers to ensure that they provide best execution in a manner that is compliant with applicable legislation, in fulfilling an order or executing transactions for the Client. By using the Company's services, the Client is deemed to consent to the Company's Order Execution policy. Please note that the Best Execution policy provides for the possibility that orders may be executed outside a regulated market or an MTF.

Subject to applicable rules and in accordance with the Order Execution policy, the Company or any of its brokers may combine the Client's order with the Company's orders, orders of persons connected with the Company and orders of other Clients. Such aggregation may on some occasions operate to advantage and on others to Client's disadvantage.

- 11.2.** The Client acknowledges and consents to the following:

- a) Where more than 1 Client joins an Investment Strategy, the orders shall be executed as an aggregate of the volumes of all Investment Accounts and the Strategy Account, in one separate order. The price of execution for all Investment Accounts following the specific Investment Strategy shall be defined based on the average price of all prices executed for the specific order.
- b) Where a Client joins and/or deposits to and/or pauses and/or resumes and/or withdraws from his Investment Account, Clause 11.2 a) shall not apply and orders shall not be executed as an aggregate.

## **12. PERSONAL DATA AND CONFIDENTIAL INFORMATION**

### **Data protection**

- 12.1.** The Company may collect information directly from the Investor (in his completed Application form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public register.
- 12.2.** The Company may use, store or otherwise process personal information provided by the Investor in connection with the provision of the Services.
- 12.3.** If the Investor is an individual, the Company is obliged to supply the Investor, on request, with a copy of personal data which it holds about the Investor.
- 12.4.** The information which the Company holds about the Investor is confidential and will not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.



- 12.5.** The Company has the right to disclose client information of a confidential nature in the following circumstances:
- a) To the Strategy Manager the Investor has joined, in the course of business.
  - b) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
  - c) to investigate or prevent fraud or other illegal activity;
  - d) to those members of the Company's personnel who require information thereof for the performance of their duties under the Agreement or to a Strategy Manager or any third party in connection with the provision of Services to the Investor by the Company;
  - e) for purposes ancillary to the provision of the Services or the administration of the Investor's Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
  - f) at the Investor's request or with the Investor's consent;
  - g) to the Company's consultants, advisors, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
  - h) to judicial proceeding between the Company and the Investor.
  - i) where required in compliance with the Foreign Account Tax Compliance Act (FATCA).
- 12.6.** The Investor agrees that the Company may pass information about the Investor in the Company's group and to external companies to help the Company to process and/or analyses it as part of the provision of Services to the Client. If the Client does not wish the Investor's personal data to be used for such purposes, the Investor shall give the Company Written Notice.
- 12.7.** The Company may use Investor's Information in order to provide, administer, tailor and improve the Services, the Company relationship with the Investor and its business generally (including communicating with the Investor and facilitating his use of the Website and/or the Company's telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.

### Confidentiality

- 12.8.** Information, in any form, given by the Company in respect of Financial Instruments may not be used or relied on by the Investor for any purpose other than the services, and the terms of any engagement letter relating to the services (including details of Profit Share and fees) may not be disclosed to any third party (unless the Investor comes under a legal obligation to disclose it or to disclose it to another adviser in connection with the services, in either of which cases the Investor will promptly inform the Company of such disclosure), nor used or relied on by any third party without the Company's prior written consent.
- 12.9.** In addition to any other right or obligation by virtue of which the Company or any of its brokers may be entitled or bound by law to disclose information, the Company will be entitled, if requested or required, at its discretion, to disclose any information (including Confidential Information) known to it, and/or to produce any documents relating to the Investor's business or affairs to any governmental or regulatory agency or authority ,



including, without limitation, the CySEC and any relevant self-regulatory organization. In addition, the Company will, where reasonably practicable, seek to impose a confidentiality requirement in any case where the information is not subject to statutory restrictions on disclosure by the recipient.

- 12.10.** The Company will not have any duty to disclose to the Investor any information that comes to the knowledge of the Company, in the course of carrying on any other business or as a result of or in connection with the provision of services to other persons. The Company may be prohibited from disclosing or having regard to, or it may be inappropriate for it to disclose to the Investor or have regard to, such information even if it relates to the Investor or to the services provided to the Investor.
- 12.11.** All information, documents and communications in the possession or control of the Company relating to the services or the subject matter of the services, shall be the Company's sole property, save for original contracts, share certificates and other original documents held on the Investor's behalf. The Company shall be permitted to retain a copy of all information, documents and communication in connection with the services for regulatory and risk management purposes.

### **13. COMMUNICATION AND WRITTEN NOTICE**

- 13.1.** Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's registered or mailing address which appears on its Website or to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 13.2.** Communications via email shall be sent to [legal@forextime.com](mailto:legal@forextime.com).
- 13.3.** The Company reserves the right to specify any other way of communication with the Client.
- 13.4.** In order to communicate with the Client or send documents, trade confirmations, notices and statements, the Company may use:
- a) email;
  - b) telephone;
  - c) post;
  - d) commercial courier service;
  - e) air mail;
  - f) Company's Website;
  - g) MyFXTM;
  - h) Trading Platform.
- 13.5.** Notices shall be deemed delivered:
- a) if sent by email, within one hour after emailing it;
  - b) if sent by Online Trading System internal mail, immediately after sending it;
  - c) if sent by telephone, once the telephone conversation has been finished;



- d) if sent by post, seven calendar days after posting it;
  - e) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - f) if sent by air mail, ten Business Days after the date of their dispatch;
  - g) if posted on the Company Webpage, within one hour after it has been posted.
- 13.6.** All contact details provided by the Client, e.g. address, email address or fax number as last notified will be used as applicable. The Client agrees to accept any notices or messages from the Company at any time. It is the Client's responsibility to ensure that he provides to the Company accurate and up to date contact information and inform the Company if such information changes.
- 13.7.** Telephone conversations and/or electronic communications (either initiated from the Company's side or the Client's side) between the Client and the Company shall be recorded and/or monitored and/or processed by the Company including any telephone conversations and/or electronic communications that result or may result in transactions or client order services even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. The content of relevant face-to face conversations and/or communications with the Strategy Provider may be recorded by minutes or notes. The Client by entering into this Agreement expressly consents to the Company to record and/or process these telephone conversations and/or electronic communications. Any instructions or requests received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the instructions/requests or conversations so recorded. The Client hereby agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.
- 13.8.** A copy of the records kept in accordance with Clause 13.7 above, herein, shall be provided to the Client upon request and a reasonable fee may be requested as and if applicable and the records shall be kept for a period of five years and, where requested by the competent authority (CySEC), for a period of up to seven years from the date of creation of the record.

## **14. LANGUAGE AND WEBSITE**

- 14.1.** The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than
- English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 14.2.** The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to Clients and prospective Clients in any language other the English language.



## 15. DEFAULT

15.1. Each of the following constitutes an “Event of Default”:

- a) the failure of the Client to provide any amount due under the Agreement;
- b) the failure of the Client to perform any obligation due to the Company;
- c) the initiation by a third party of proceedings for the Client’s bankruptcy (if the Client is an individual) or for the Client’s winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client’s assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d) where any representation or warranty made by the Client in Clause 20 is or becomes untrue;
- e) the Client is unable to pay the Client’s debts when they fall due;
- f) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 15.2;
- h) the Client breaches any of the terms of this Agreement;
- i) an action set out in Clause 15.2 is required by a competent regulatory authority or body or court;
- j) in cases of material violation by the Client of the requirements established by legislation, such materiality determined in good faith by the Company;
- k) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.
- l) the accumulation of illicit profit.
- m) The Client and/or the Strategy Manager whose Strategy the Client has joined, has carried out trading:
  - which can be characterized as excessive without a legitimate intent, to profit from market movements.
  - while relying on price latency or arbitrage opportunities
  - which can be considered as market abuse.
  - during Abnormal Market Conditions.

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

- a) terminate this Agreement;
- b) close out all or any of the Client’s open positions in Derivative Financial Instruments at current Quotes;
- c) debit the Client Account(s) for the amounts which are due to the Company;
- d) close any or all of the Client Accounts held with the Company;



- e) combine Client Accounts, consolidate the Balances in such Client Accounts and to set-off those Balances;
- f) refuse to open new Client Accounts for the Client;
- g) suspend or freeze Client's open positions in Derivative Financial Instruments;
- h) sell Financial Instruments;
- i) convert any currency;
- j) terminate any other agreement(s) it has with the Client;
- k) adjust the Client's trading account balance to remove illicit profit.

## 16. FORCE MAJEURE

**16.1.** The Company may, in its reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event includes without limitation:

- a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Financial Instruments;
- b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- c) Technical Problems of MT4 platform and/or wrong pricing and/or wrong calculations.
- d) Trading during Abnormal Market Conditions.

**16.2.** In the event where the Client is affected by a Force Majeure, the Client shall without delay but not later than 3 (three) Business Days after commencement of such Force Majeure inform the Company in writing of the occurrence of such events and their consequences and shall undertake to take all possible measures to minimize the negative consequences caused by such an event. Upon cessation of the Force Majeure Event, the Client shall, without any delay but within 3 (three) Business Days of the date of cessation of such event, inform the Company in writing of the cessation of these events.

**16.3.** Failure of the Client to notify the Company, shall deprive such party of the right to avoid bearing any liability for non-fulfilment or improper fulfilment of any obligations under this Agreement as a result of such event.

**16.4.** Unless otherwise agreed in writing by both parties, a Force Majeure Event may operate to extend the term of this Agreement.

**16.5.** Release of a party from liability for non-fulfilment or improper fulfilment of any unrealizable obligation under this Agreement due to occurrence of a Force Majeure Event shall not relieve such party from performance of other obligations that are not recognized by the parties as realizable under this Agreement.

**16.6.** Neither of the parties shall bear any liability in the case of non-fulfilment or improper fulfilment of any obligations under this Agreement, where such non-fulfilment or improper



fulfilment is caused exclusively by an event of uncontrollable force, including the acts of any authorities that prevent any party from proper fulfilment of its obligations.

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

- a) change its costs and fees without notice;
- b) suspend or freeze or close out any or all open positions in Derivative Financial Instruments at such prices as the Company considers in good faith to be appropriate;
- c) suspend or freeze or close the Client's Account.
- d) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- e) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

**16.8.** Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## **17. AMENDMENT OF THE AGREEMENT**

**17.1.** The Client acknowledges that the Company has the right to modify the terms of the Agreement at any time giving to the Client five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice.

## **18. VALUATION OF CLIENT'S INVESTMENT ACCOUNT**

**18.1.** The Investment Account shall be valued on the following basis:

- a) Financial Instruments, which are listed on any stock exchange shall be calculated on the basis of the closing offer price of the Instruments on the relevant date as published by the authorities of the relevant stock exchange or in any publication in which the said prices are published as the Company may choose on the relevant date of valuation or if the offer prices of the relevant Financial Instrument cannot be determined for any reason in this way, then they shall be calculated in accordance with the closing offer price of the relevant Financial Instrument as published by the authorities of the relevant stock exchange or in any publication in which the said prices are published as the Company may choose on the last date on which such publication has been made immediately prior to the relevant date of valuation.
- b) Financial Instruments, which in the Company's opinion, cannot easily be realized, shall be calculated in accordance with such fair valuation as the Company may in each case determine; and gross dividends, distributions of cash, bonus shares or other bonus securities, rights issues, warrants and interest received from or in relation to investments of the Portfolio during any Annual Period or Monthly Period, as the case may be as well as any withdrawal of cash or investments from the Portfolio



during any Annual Period or Monthly Period, as the case may be, as well as any withdrawal of cash or investments from the Portfolio during any Annual Period or Monthly Period, as the case may be, shall be taken into account in the valuation of the Portfolio and shall be added to the Final Value for the relevant Annual Period or Monthly Period, as the case may be.

- c) Any monetary profits made from entering into CFDs will be included in the valuation of the Portfolio after deducting the applicable Fees and Transaction Expenses.
- d) The Value of the investment account is constantly changing based on the movement of underlying instruments, further deposits and withdrawals.

**18.2.** The Final Value of the Investment Account for the relevant Payout Interval, will be determined after deduction of all Profit Share, outstanding fees and expenses, including third-party ones.

**18.3.** The Final Value of the Investment Account for the Payout period will be compared with a benchmark that the Company will select. The benchmark more accurately tracks the Clients assets and reflects each of the Clients' investment objectives.

## **19. TERM, TERMINATION AND LIQUIDATION OF THE AGREEMENT**

**19.1.** The Client can initiate his Account's liquidation (closure) by making a closure request in MyFXTM. All positions on Account must be closed.

The Company can initiate, when it believes is a proper time, a Client's Account liquidation, taking into consideration the pre-agreed Client's investment policy statement and the current circumstances of the markets at the given point in time. All open positions will immediately be closed.

A request for the closure of a Client Account's can take up to 3 business days or otherwise agreed with the Company.

**19.2.** Both Parties may terminate this Agreement with immediate effect by giving Written Notice to the other.

**19.3.** Any such termination will not affect any obligation which has already been incurred by either the Client or the Company in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder, any rights which have arisen, existing commitments or any contractual provision which were intended to remain in force after the termination.

**19.4.** In the case of termination, the Client shall pay:

- a) Any pending Profit Share, Fees or Transaction Expenses and any other amount payable;
- b) Any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm;
- c) Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- d) Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;



- e) Any damages which arose during the arrangement or settlement of pending obligations.
- 19.5.** Upon Termination the Company reserves the right to keep Client's Financial Instruments and/or funds as necessary to pay any pending expenses of the Company or pay obligations of the Client under the Client Agreement.
- 19.6.** Upon Termination the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances.
- 19.7.** Upon Termination of this Agreement, the Company will be entitled without prior notice to the Client to close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions in Derivative Financial Instruments.
- 19.8.** Upon Termination if there is a positive Balance in favor of the Client's, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay or transfer any applicable Client Financial Instruments and/or Client money. Such Assets shall be delivered in accordance to the Client's instructions to the Client, but the Company has the right to refuse transfer of the Client Financial Instruments and/or Client money to a third party.
- 19.9.** The termination of the Agreement shall:
- a) not affect the rights or liabilities of either of the Company or the Client in respect of transactions already initiated, including all open contracts, and the Client will be obliged to pay for such transactions initiated before notice of termination is received by the Company and a due proportion of any periodic payment for the services provided hereunder;
  - b) not prejudice any right of any person to all deposits and other sums held by such person and this Agreement shall continue to apply in respect of such transactions; and
  - c) not terminate or affect any warranties and obligations which the Company or the Client hereto have made or have under this Agreement.

## **20. REPRESENTATIONS AND WARRANTIES**

**20.1.** The Client represents and warrants to the Company that:

- a) the information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
- b) the Client has read and fully understood the terms of the Agreement including the information in the Appendices;
- c) the Client is duly authorized to enter into the Agreement and to perform its obligations hereunder;
- d) the Client acts as principal and not as an agent, representative, trustee or custodian of someone else (unless he has disclosed this fact to the Company);



- e) the Client is the individual who has completed the Application Form or, if the Client is a company, the person who has completed Application Form on the Client's behalf is duly authorized to do so;
- f) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is a resident or a subject, or any agreement by which the Client is bound or by which any of the Client's Assets are affected;
- g) the Client Financial Instruments and Client money are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- h) the documents handed over by the Client are valid and authentic;
- i) the Client has chosen the particular type of service and investment objectives, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- j) the Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement, he/she becomes a Politically Exposed Person.
- k) Entering into this Agreement by the Client does not and will not contravene or constitute a default under, or cause to be exceeded, any of the following, namely:
  - any law by which the Client or any of its assets is bound or affected;
  - rights of any third parties in respect of the Client or the Financial Instruments;
  - any agreement to which the Client is a party or by which any of its assets are bound.
- l) Without prejudice to the rights of the Company as set out herein, neither the Client nor any of his Authorized Representative / Attorney shall have any dealings in relation to or trade in any of the Financial Instruments or cash or any other property assets which he has delivered to or acquired through the Company,
- m) The Financial Instruments and other assets, including cash amounts, which the Client may deliver from time to time to the Company belong exclusively to the Client and are owned by him free from any right of lien, charge, pledge or any other encumbrance or claim by any third party, unless the Client has otherwise disclosed to the Company in writing.

## **21. ACKNOWLEDGEMENTS OF RISKS AND CONSENTS**

- 21.1.** The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- 21.2.** The Client declares that he has read and that he has understood and thus accepts without any reservation the following:
- a) The value of the Financial Instruments may decrease and the Client may receive less money than originally invested or the value of the Financial Instruments may present high fluctuations.



- b) Information on past performance of a Financial Instrument does not guarantee the present and/or future performance. The use of historic data does not constitute a binding or safe forecast as to the corresponding future return of the Financial Instruments to which such data refers.
- c) Information on past performance of a Strategy or Strategy Manager does not guarantee the present and/or future performance. The use of historic data does not constitute a binding or safe forecast as to the corresponding future return of the Strategy to which such data refers.
- d) Some Financial Instruments may not become immediately liquid due to various reasons such as reduced demand, and the
- e) Company may not be in the position to sell them or easily obtain information on the value of such Financial Instruments or the extent of any related or inherent risk concerning such Financial Instruments.
- f) When a Financial Instrument is negotiated in a currency other than the currency of the Client's country of residence, any changes in an exchange rate may have a negative effect on the Financial Instruments' value, price and performance.
- g) A Financial Instrument in foreign markets may entail risks different than the usual risks in the markets at the Client's country of residence. In some cases, such risk may be higher. The prospect of profit or loss from Transactions in foreign markets is also influenced by the exchange rate fluctuations.
- h) Rights and Warrants are rights to acquire shares or other Financial Instruments with or without the deposit of a specific amount to the issuer. If the Company does not exercise its right to acquire shares or other Financial Instruments during the period of exercise of the Rights or Warrants, then at the time of their expiry, the Rights and/or Warrants expire and have no value whatsoever.
- i) The value of the Rights and/or Warrants is directly affected by the market price of the specific share or security. For example, a small change in the market price of the share or security may result in a significant change in the price of the Right and/or Warrant. Therefore, the value of the Rights and/or Warrants is extremely volatile.
- j) In connection with any purchase, other acquisition, sale or other disposal for the protection of the value of Financial Instruments, a movement in exchange rates may have separate effect favorable as well as unfavorable on the gain or loss otherwise experienced on the Financial Instrument.

**21.3.** The Client acknowledges and accepts the risks outlined in the Risk acknowledgment and disclosure found at the [Company's website](#) (hereinafter the "General Risk Disclosure") and further acknowledges and accepts that there may be other risks which are not contained in this clause or in the General Risk Disclosure.

**21.4.** The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.

**21.5.** The Client is entering into the present agreement at his own free will.

**21.6.** The Client agrees and understands that:

- a) When trading in Derivative Financial instruments (like CFDs) he will not be entitled to delivery of, or be required to deliver, the Underlying Asset, nor ownership thereof or any other interest therein.
- b) No interest shall be due on the money that the Company holds in his Client Account.



- c) The Company will be mandated to invest in financial instruments not admitted to trading on a regulated market, in derivatives, or in illiquid or highly volatile instruments; or to undertake short sales, purchases with borrowed funds, securities financing transactions, or any transactions involving margin payments, deposit of collateral or foreign exchange risk.
- d) When trading in Derivative Financial instruments (like CFDs) this is done on the outcome of the price of an underlying asset (e.g. currency or metal or commodity etc.) and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).
- e) Derivative Financial Instruments include all instruments available on FXTM ECN and ECN Zero server.
- f) The Company is entitled to execute the Transactions outside the Regulated Markets and MTF.

**21.7.** The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website.

**21.8.** The Client consents to the Company contacting the Client, from time to time, for the purpose of administering the terms of the Agreement and for marketing purposes.

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

**22.1.** Nothing in the Agreement will exclude or restrict any obligation or liability which the Company may have or owe to the Client under Applicable Regulations, nor any liability which the Company may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor will anything in the Agreement require the Client to indemnify or compensate the Company to any extent prohibited by Applicable Regulations.

**22.2.** The Company shall conclude Transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by a Strategy Manager and/or any person, firm or company from whom the Company receives instructions for the execution of the Client's Orders and/or from which Transactions are carried out on behalf of the Client, unless to the extent where this would be the result of gross negligence, willful default or fraud on the part of the Company.

**22.3.** The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to gross negligence, willful default or fraud by the Company or its employees.

**22.4.** If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.



- 22.5.** The Company shall not be held liable for the loss on the Client, including the cases where the Client's funds are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.
- 22.6.** The Company will not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from but not limited to:
- a) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
  - b) the acts, omissions or negligence of any third party;
  - c) any changes in the rates of tax;
  - d) in the event the Company provides news, market commentary, recommendations, information relating to Transactions or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) and the Client suffers any losses, costs, expenses or damages arising from any inaccuracy or mistake in any such information given;
  - e) currency risk;
  - f) the Client's choice of a Strategy or Strategy Manager.
- 22.7.** The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Agreement.

## **23. SEVERABILITY**

- 23.1.** If any term of the Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of Agreement shall not be affected.

## **24. ON – EXERCISE OF RIGHTS**

- 24.1.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Agreement or at law.
- 24.2.** Any liability of the Client to the Company under the Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.



## 25. ASSIGNMENT

- 25.1. The Company may assign the benefit and burden of the Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Agreement.
- 25.2. The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

## 26. COMPLAINTS

- 26.1. The Company has put in place internal procedures for handling complaints fairly and promptly. Any complaint must be made in writing giving all relevant details. The Client may notify complaints to the Company regarding the failure to fulfil or the improper fulfilment of any obligations related to trading operations on the Investor's Account, in writing together with all details and supporting documents.
- 26.2. The Procedure for Client complaints handling is outlined in the FXTM Complaints Management Policy, available on the Company's website and concluded between the Client and the Company.

## 27. GOVERNING LAW AND JURISDICTION

- 27.1. This Agreement shall be governed by and construed in accordance with the laws and regulations of Cyprus and the CySEC.
- 27.2. With respect to any proceedings, the Investor irrevocably:
- agrees that the courts of Cyprus shall have exclusive jurisdiction to determine any proceedings;
  - submits to the jurisdiction of Cyprus courts;
  - waives any objection which the Investor may have at any time to the bringing of any proceedings in any such court; and
  - agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Investor.

## 28. REGULATORY PROVISIONS

- 28.1. Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.
- 28.2. All Transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation of Investment Firms, the regulations, arrangements, directives, circulars and customs of the Regulator of the Company and any other authorities which govern the operation of the Company.



- 28.3.** The Company is authorized to disclose information relating to the Client and/or his Transactions to its Regulator and other regulatory bodies as required by law.
- 28.4.** Under Applicable Regulations, the Company will keep Client records for at least five years after termination of the Client Agreement.

## **29. GENERAL PROVISIONS**

- 29.1.** The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations under the Agreement.
- 29.2.** Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any instruction or notice given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 29.3.** The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 29.4.** Nothing in the Agreement shall prevent the Company from acting as an investment Strategy Manager or to provide any other Client with the investment services.
- 29.5.** The Company may at its discretion proceed to freeze the Investor's Account if it considers that documents received are not adequate and the Investor fails to provide the documents within the deadlines advised by the Company.
- 29.6.** 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 and ECN Zero MT4 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.

## **30. CLIENT DECLARATION**

- 30.1.** The Client solemnly declares that the Client:
- a) has carefully read and fully understood the entire text of the above terms and conditions Agreement with which the Client fully and unreservedly agrees;
  - b) has read and went through all information provided on the internet regarding the Company, its services offered, relevant fees and costs, general risk disclosure, client categorization, summary conflict of interest's policy, order execution policy for CFDs, general risk disclosure and risk disclosure on CFDs and has found all relevant information up to standards;
  - c) consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company;
  - d) is over 18 and to the best of the Client's knowledge and belief, the information provided to the Company, and any other documentation supplied is correct, complete



and not misleading and he will inform the Company of any changes to the details or information;

- e) has chosen and will choose the investment amount, taking his total financial circumstances into consideration which the Client considers reasonable under such circumstances.

### **31. CORPORATE ACTIONS REGARDING CFDS ON EQUITIES/INDICES**

- 31.1.** 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.
- 31.2.** 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 Clients position direction (Buy/Sell), without notice as this has been applied directly by our Liquidity Providers to the Company.
- 31.3.** 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.



## APPENDIX 1: FUNCTIONALITIES OF THE INVESTMENT ACCOUNT

1. Initial Minimum Deposit: As soon as the Client meets the Minimum Deposit level, the system automatically starts following the Investment Strategy. i.e. new order or orders shall be executed if the Investment Strategy has open positions at current market prices. This is resume case/action.
2. Redeposit/Withdrawal: When a Client submits a redeposit/withdrawal request, where the Investment Account has open positions, the system pauses the Investment Account, executes the redeposit/withdrawal request and then resumes trading, at current market prices.
3. All requests in relation to opening or closing orders on the investment account (i.e. pausing, closing, or enabling safety mode on the account) shall be processed and executed during the trading hours of all the trading instruments in the investment account. Any request to change the protection level shall be processed immediately but shall be executed during the trading hours of all the traded instruments in the investment account.
4. Safety mode: When a Client activates "Safety mode" the system initially pauses the Investment Account and then resumes the Investment Account with a new coefficient in order to decrease exposure to risk.
5. During the time of Payout interval, the Investment Account is paused, the system calculates and withdraws the Profit Share for the Manager, if any, and then resumes trading on the Investment Account.

When a Client opens an Investment Account, the system automatically sets the protection level at 50%. Before or after the initial minimum deposit, the Client has the ability to:

- a) Adjust (increase/decrease) the Protection level according to his preference.
- b) Choose to only receive an email notification when the specified Protection level is reached, without pausing the account.

When the initial minimum deposit is made, the system takes the current Protection level percentage and calculates the actual value of the Protection level based on the initial minimum deposit. In a case of redeposit or withdrawal protection level is adjusted according the protection level % based on the updated equity after the redeposit or withdrawal.

6. When the Protection level is reached, the system, based on the Client's preference shall pause the Investment Account and send an email notification to the Client, or shall only send an email notification without pausing the Investment Account. Based on the current market conditions, the Client's equity can drop below the Protection level. In case the investment account is paused, the system re-calculates the new protection level based on the actual value and the percentage of the Protection level remains the same. The new protection level will be in place as soon as the investor resume the investment account.
7. Investment Strategy Termination:

When the Manager withdraws all the funds from his/her Manager's Account, all Investment Accounts following the Manager shall be closed as well.

When a Manager is inactive for 90 calendar days all Investment Accounts following the Manager shall be closed.

Investment account is closed automatically if it is paused for 90 days with 5 calendar days prior email notification before closing.



8. The system can automatically pause an Investment Account  
In the case that it cannot follow the Investment Strategy due to:
  - a. The calculated volume to be executed on the Investment Account cannot be fulfilled given that it does not meet the minimum volume requirements. The minimum volume requirement for the execution of trades is 0.0001 lots.
  - b. Equity of investment account is 100 times less than the manager account;
  - c. Extreme volatility or other technical issue;
  - d. The Free Margin available in the Investment Account is not sufficient to open a new position.
10. The Free Margin available in the Investment Account is not sufficient to open a new position. In case the equity of the investment account is 100 time less than the manager account then investor will receive and email that will indicate how much additional funds the investor should deposit in order to be able to follow that manager account.
11. The following Formula is used for calculating Volume of Investment Account:

$$V_i = V_m * R * K$$

$V_i$  = Volume of Investment Account

$V_m$  = Volume of Strategy Account

**R = Relationship between the Investment Account's and the Investment Strategy's equities**

**K = Coefficient of following between the Investment Account and the Investment Strategy. It can be 1 or 0.5.**

When following an Investment Strategy, the coefficient might be slightly less in order to protect the Investment Account of the Client.