



Terms and Conditions

## Trading Terms

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**BABA INVESTMENT (SVG) LLC**

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## 1. GENERAL

- 1.1. We have a general duty to conduct our business with you honestly, fairly, and professionally and to act in your best interests when opening and closing trades with you.
- 1.2. We may impose certain rules and restrictions on the placing of market orders on Deriv. Such rules may change from time to time according to market conditions and other factors.
- 1.3. We might provide you with written information from time to time by publishing it on our website or in any other way. We make no warranties as to the accuracy of this information. This information shall under no circumstances constitute or contain any investment advice or recommendations from us.
- 1.4. If you use any third-party service provider for trading, it will be your sole responsibility to ensure the safety of your account and any trading that is conducted.
- 1.5. If you are employed in the banking and/or finance sector, you must not conduct trades through babafutures unless your employer is aware of your trading and the practice does not contravene your employer's policies.
- 1.6. We reserve the right to place risk limits on your account, which may affect your trading. These limits may not be restricted to instruments and trade types. We may also impose trading volume limits on your account at our sole discretion.
- 1.7. We have the right to suspend our services or terminate or reverse any trade in any circumstances where we, at our sole discretion, decide that prices may not be accurate, or cannot otherwise be determined. These situations include, but are not limited to the following:
  - 1.7.1. When, as a result of political, economic, military, or monetary events (including unusual market volatility or illiquidity) or any circumstances outside our control, responsibility, and power, our continued operation is not reasonably possible without significantly harming our interests
  - 1.7.2. If we determine that a price cannot be calculated for contracts
  - 1.7.3. When any means of communication normally used in determining the price or value of any of the contracts we offer breaks down
  - 1.7.4. When we decide that the price or value of any of the contracts we offer cannot be quickly or accurately determined
  - 1.7.5. When there is an error in trading software or any other IT system
- 1.8. Corporate actions
  - 1.8.1. A corporate action can include but is not limited to assimilation, acquisition, bankruptcy, bonus issue, bonus rights, cash dividend, class action, delisting, de-merger, general announcement, initial public offering (IPO), liquidation, merger, change in par value, scheme of arrangement, stock dividend, stock split, return of capital, and reverse stock split.
  - 1.8.2. One or more of your trades may be affected by a corporate action. In that case, we may take one or more of the following measures:

1.8.2.1. Credit an amount to or debit an amount from your account

1.8.2.2. Restrict your account to prevent you from closing any affected trades until the corporate action is passed

## 1.9. Manifest errors

1.9.1. If we have reason to believe that you have entered into a trade at a price that does not reflect fair market price or is acquired or sold at an abnormally low level of risk due to an undetected programming error, bug, or glitch in our website software, market data feed, or due to contract pricing latency, data feed error, stray quote, incorrect pricing parameter, manifest miscalculation of prices, or other obvious error (“Manifest errors”), we have the right to cancel or reverse transactions or change the contractual terms of that trade.

1.9.2. To decide if an error is a manifest error or not, we may take into account any relevant information, including the state of the underlying market at the time of the error and any internal error or lack of clarity of any information source or pronouncement. You have a duty to report to us any such problems, errors, or suspected system inadequacies that you may experience. You will not abuse or arbitrage such system problems or errors for profit.

1.9.3. Any amendments to the contractual terms of any executed manifestly erroneous trades shall be reasonable and fair. These amendments may be done without your involvement and may require actions that include, but are not limited to, the following: closing or opening positions, placing or deleting orders, making changes in open positions, and/or deleting trades from trading history.

## 1.10. Conflicts policy

1.10.1. We aim to establish, maintain, and operate effective organisational and administrative arrangements to ensure that we take all reasonable steps to prevent any conflicts of interest.

1.10.2. Due to the high degree of risk involved, which could result in the loss of your entire investment, we have adequate internal procedures in place to make sure that you are in all cases treated fairly and that the risk of damage to your interests is reduced.

1.10.3. In some of our activities, major conflicts can arise or have arisen. We try to keep a record of activities that might give rise to a conflict of interest. We also have procedures to manage actual or potential conflicts. These include procedures to keep appropriate independence among members of our staff who are involved in potentially conflicting activities. The following are some of the ways we use to uphold such independence:

1.10.3.1. Employing information barriers

1.10.3.2. Physical separation of staff

1.10.3.3. Segregation of duties and responsibilities

1.10.3.4. Maintaining a policy of independence, which requires our staff to act in your best interests and disregard any conflicts of interest when providing you with our services, or in some circumstances to decline to act for you or a potential client in order to avoid conflicts of interest. If you wish to know about the conflicts of interest policy in more detail, email your request to [compliance@babafutures.com](mailto:compliance@babafutures.com).

## 2. TRADING PROCEDURES AND ORDERS

- 2.1. We strive to ensure that the market watch is accurate and prices are obtained from several major banks/liquidity providers/exchanges; in case of closure/failure of one or more price provider for any or all CFDs, quotes will be provided which will reflect the Company's beliefs of the current Bid and Ask price for each CFD; we do not guarantee that its prices are the best prices available in the market.
- 2.2. You agree hereunder that the Company's market watch is only an indicator for the current market and any misunderstanding regarding this service must be returned to the Company's Operations data.
- 2.3. Charts for all traded instruments are drawn according to the default spreads and may differ from the prices displayed on the market watch according to your account rank because of differences in mark-ups.
- 2.4. You or those persons he has notified to us in writing as authorized to give instructions (according to clause 7.1) may place Orders via the Company's Online Trading System (by using his account login and password)
- 2.5. We at its discretion have any right to adjust the price(s)/price spreads provided/offered to you, cancel the transactions, delay in price confirmation and/or re-quote the price(s) offered, restrict your access to streaming, instantly tradable quotes by providing manual quotation only, retrieve from your account any historic trading profits provided that we can document that such trading profits have been gained through such abuse of price(s) at any time during the relationship with you, terminate the relationship with you immediately by the way of a written notice.
- 2.6. We will be entitled to rely and act on any Order given by you without any further enquiry, and any Orders will be binding upon the Client where such Order has been placed using his Access Data.
- 2.7. Any Order shall be conclusively deemed to be a valid Order from you to us, if we believe it to be genuine. You are responsible for any loss, claim or expense incurred by us following or attempting to follow any Order.
- 2.8. We shall receive and transmit for execution all Orders given by you strictly in accordance with their terms. We will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to us constitutes an irrevocable instruction to us to proceed with the Transaction on your behalf.
- 2.9. We will not be obliged to check or have regard to any assumption made or expressed by you as to the effect of any trade or Order on his existing or overall positions. We will not assess your comments that any trade you place is a trade to close all or part of an open position. We will treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of all your positions at all times.

- 2.10. If you give an Order which puts you in breach of any clause of this Agreement, we may in its absolute discretion fulfil such an Order to the extent it deems appropriate and you will not have any right to cancel any resultant partially filled Order. You will be liable for the breach of this Agreement and remain liable for the settlement of the resultant Transaction in accordance with the terms of this Agreement.
- 2.11. Orders can be placed, executed and (if allowed) changed or removed only within the operating (trading) time and if they are not executed, they shall remain effective through the next trading session (as applicable).
- 2.12. We shall not be obliged to, but may, at its absolute discretion, execute your Orders in respect of any CFD out of normal trading hours as specified in the Contract Specifications for that particular type of CFD.
- 2.13. We may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular Market and/or clearing house involved in any Transaction and you shall have no claims against us arising out of the fact that an Order was not placed by the Client ahead of the cut-off time.
- 2.14. Orders shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, we may delete one or all pending orders if the account Equity reaches zero or less.
- 2.15. The following Orders may be given by you:
- a. OPEN to open a new position;
  - b. CLOSE to close an open position;
  - c. PARTIAL CLOSE - to close a part of an open position at the current market price and keep the remaining lots (part) floating;
  - d. Modify - to add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop;
  - e. CLOSE BY, in case hedging is allowed;
  - f. Multiple close to close hedged positions on a specific instrument;
  - g. Market orders: orders sent from the client terminal either by the client himself or a plug-in hooked to the client terminal, to buy or to sell an instrument at the current;
  - h. Market price displayed on the market watch;
  - i. Pending orders: this kind of order can be set in the same way used for market orders; but at prices predicted by the trader and may be achieved in the future, like limit, stop, and entry orders;
  - j. All pending orders are guaranteed according to the fair market value;
  - k. All pending orders are good till cancelled (GTC), unless the client places an expiry time and date on entry orders, or in the event that the financial instrument expires;
  - l. All pending orders must be placed with respect to the rules appearing in the contract specifications for each instrument;

- m. Once pending orders are in process, the system will reject any cancellation or modification attempted during that time;
  - n. Pending order conditions may vary during hectic market conditions;
  - o. If the market opens with a break off after a weekend or holidays, upon release of important economic and political news, or in the case of force majeure events; orders (sell stop, buy stop, stop loss) are fulfilled at the first available prices in the market;
  - p. Even though such situations are not frequent, please be cautious when leaving pending orders for weekends and holidays;
  - q. Placing stop orders prior to the release of financial news is not permitted, such orders maybe rejected, deleted or filled at the best available market prices at that time.
- 2.16. All open spot positions will be rolled over to the next business day at the close of business in the underlying relevant Market, subject to our rights to close the open spot position.
- 2.17. All future trades are classified as market orders, and will be executed according to the market prices provided from its corresponding exchange at the time of execution; in addition, exchange fees may apply.
- 2.18. Rollover: Futures-OTC contracts will be rolled over automatically to the next expiration date in case where the futures are held beyond the expiry date. Available Futures instruments:
- a. Indices
  - b. Commodities
  - c. Energies
- 2.19. The following applies in regards to the change or removal of Orders:
- a. Orders cannot be changed or removed if a confirmation is sent or they are executed or being executed.
  - b. If the market price moves close to the values of Take Profit order or Stop Loss Order, or the opening price (for pending orders) of a deferred order within a distance of 5 pips/50 points (we have the right to adjust according to market conditions), no modification or removal of such orders is allowed.
  - c. OPEN orders cannot be removed.
  - d. You have no right to change or remove Limit Orders if the price has reached the level of the Order Execution.
- 2.20. Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the price declared by you on the first market price touch. If the market opens with a gap or a gap occurs during the day (this generally happens after weekends or holidays, upon release of significant macroeconomic data economic or political news, or in the event of Force-Majeure events), Orders (on CFD on currencies and CFD on other underlying assets) are executed as follows:
- a. Limit Orders (take profit/buy limit/ sell limit): orders are executed at stated prices.



- b. Stop Orders (Stop Loss/Buy stop/Sell Stop): orders set for lock positions are executed at best available market prices.
- 2.21. The terms and conditions in the Agreement are subject to a Transaction Size within Normal Market Size for the specified Instrument. We may, at its absolute discretion, change these terms if you wish to make a Transaction larger than Normal Market Size for the specified Instrument.
- 2.22. We have the right to change the Contract Specifications at any time depending on the market situation without prior Written Notice to you. You agree to check the full Contract Specifications of the CFD before placing any Order.
- 2.23. The 1 (one) standard lot size is the measurement unit specified for each CFD. The minimum volume of the transaction is 0.01 Lot. You may change the leverage of your Account by contacting us. We have the right to allow a change to your Account leverage at our own discretion. In addition, we may in its discretion, change your Account Leverage without any prior notice to you.
- 2.24. We may offer upon its discretion standard lots, defined as follows:  
Standard lot = 100000 of the base currency.
- 7.24.1. Changes on the leverage for each account will be applied automatically and you will be informed through an internal mail message.
- 7.24.2. Professional accounts will be handled individually and may not follow the above leverage rules.
- 2.25. Utilizing a high level of leverage may extend your trading possibilities and lead to larger gains as well as higher risks; risks might be reduced by following a strict trading strategy at the opening and closure of your transactions. For further information, please contact Customer Support Center.
- 2.26. The level of Swap Rates may vary in size and change depending on the level of interest rates. We reserve the right to change the level of Swap Rates without prior Written Notice to you.
- 2.27. Spread for each Instrument is specified by us in the Contract Specifications. We are entitled to change Spreads without prior Written Notice to you.
- 7.27.1. We offer you competitive spreads on all instruments but may rarely make small increases on some or all instruments; ensuring that it provides the best available market conditions and tightest spreads, since one of our most important objectives is to ensure that your orders are executed at the best market price and that clients get the tightest spreads available.
- 7.27.2. At order execution, we apply its mark-up on the best available market prices according to your account rank.
- 2.28. We allow hedging, which means you are allowed to open positions in the opposite direction of previously opened positions in the trading account, to reduce loss and to decide later when to enter the market.
- 2.29. You acknowledge that Quotes displayed and the market watch on your Trading Terminal are Indicative Quotes.



- 2.30. We provide Quotes by taking into account the underlying asset price, but this does not mean that these Quotes are within any specific percentage of the underlying asset price. When the relevant Underlying Market is closed, the Quotes provided by us will reflect what we think to be the current Bid and Ask price of the relevant underlying asset at that time. You acknowledge that such Quotes will be set by us at its absolute discretion.
- 2.31. Execution on CFD's in currencies (foreign exchange), crypto, metal, futures, indices, energies depending on Market conditions, will take the form of market execution. This means that whenever you agree to buy or sell a CFD in any of those Underlying Assets, We will give you the available price in the market even if your requested price was changed without giving you a re-quote on that entry.
- 2.32. Scalping and Pip- Hunting is not allowed for Classic and Copy Trading accounts, unless we change its policy on this.
- 2.33. In the event that we classify you as a scalper or a pip hunter - which we do not currently allow, we may, at its sole discretion, and without a prior written notice, take one or more of the following actions:
- Terminate this Agreement;
  - Close out all or any of your open positions at current market prices;
  - Debit your Account(s) for the amounts which are due to us;
  - Close any or all of the your Accounts held with us;
  - Combine your Accounts; consolidate the Balances in such Accounts and offset those Balances;
  - Refuse to open new Accounts for you.
- 2.34. Slippage in CFDs in Currencies occurs when a limit order or stop loss occurs at a worse rate than originally set in the order. In this situation, we will execute the trade at the next best price. Slippage in CFDs in stocks often occurs when there is a change in spread. In this situation, a market order placed may get executed at a worse than expected price. In the case of a Long Position, the Ask may have increased, while in the case of a Short Position, the Bid may have lowered.
- 7.34.1. Slippage involves executing any given trade on a specific price different from the expected price sent or preset by the client. This may take place during highly volatile market conditions such (but not limited to) economic or political news; the order will be filled at the next best available market price because, but not limited to - the desired/preset order price is not available, or because higher spread differences are applied in the corresponding exchanges of the traded instrument.
- 7.34.2. We do not apply slippage under normal market conditions, and applies it on stop pending entry or liquidation orders during times when we are closed or when - but not limited to - there is a weekend or bank holiday, international economic events or hectic market movements. In this case, stop orders will be filled on the opening price, which we find suitable.
- 2.35. We and/or any relevant third party may perform maintenance on its servers from time to time which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time, therefore you accept that you will bear no

responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of us and/or the third-party software provider.

- 2.36. You accept that at times of excessive transaction flow there might be some delay in contacting, over the telephone, a member of the Dealing Department, especially when there are important market announcements.

### 3. MARGIN REQUIREMENTS

- 3.1. You shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as we, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.
- 3.2. It is your responsibility to ensure that he understands how a Margin is calculated.
- 3.3. We have the right to amend any entry in the Contract Specifications section for each CFD including margin requirements, and these changes may take effect on both new and existing/open positions/trades; which may be declared through an internal mail; unless a Force Majeure Event has occurred.
- 3.4. We have the right to change Margin requirements without prior Written Notice to you in the case of Force Majeure Event. In this situation we have the right to apply new Margin requirements to the new positions and to the positions, which are already open.
- 3.5. If at any time Equity is less than 30% of the Necessary Margin, we have the right to close any or all of your Open Positions without your consent or any prior Written Notice to you. In order to determine if you have breached this clause, any sums referred to therein which are not denominated in the Currency of your Account shall be treated as if they were denominated in the Currency of your Account by converting them into the Currency of your Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 3.6. You have the responsibility to notify us as soon as you believe that you will be unable to meet a Margin payment when due.
- 3.7. We have no obligation to make Margin Calls for you. We are not liable to you for any failure by us to contact or attempt to contact you.
- 3.8. Where we effect or arranges a Transaction involving an Instrument, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of Margin against the purchase price of the Instrument, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. You agree to pay us on demand such sums by way of margin as are required from time to time under the Rules of any relevant Market (if applicable) or as we may in its discretion reasonably require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Agreement.
- 3.9. Any account on Margin call needs to be cautious of equity as the account will be stopped out by closing all open positions as the equity reaches zero, or 0% equity to margin level; all pending orders for the stopped out account will be deleted, and any deficit that may result after liquidation will be handled and covered by us.

- 3.10. If you breach clause 3.5., we have the right to close partially or totally of your Open Positions in order for the Account to go above the required percentage according to the clause 3.5.
- 3.11. Margin must be paid in cash. Cash Margin is paid to us as an outright transfer of funds. Non-cash collateral Margin will be accepted by us in its discretion and on terms to be agreed with us.
- 3.12. You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to us.

## 4. CONFIRMATIONS

- 4.1. Information on Order(s) status, Client Account status, Trade Confirmations and messaging facility between the Parties will be sent to you either in electronic form by e-mail to the email address which we will have on record and/or provided via its internal mail system of the Online Trading System.
- 4.2. You are obliged to provide us with e-mail address for the purposes of clause 4.1. It is your responsibility to inform us of any change to your email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.
- 4.3. We will send you, in the method specified above in clause 4.2, a Trade Confirmation in respect of each executed Order. Trade Confirmations will be sent prior to the close of the back office on the Business Day following the day on which the Order is executed or if the confirmation is received from a third party, no later than the first business day following receipt of the confirmation.
- 4.4. If you have reason to believe that the Confirmation is inconsistent or if you do not receive any Confirmation (though the Transaction was made), you shall contact the Customer Support Center of the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive and binding unless you notify us in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.
- 4.5. None of these provisions, however, will prevent us, upon discovery of any error or omission, from correcting it.
- 4.6. The parties agree that such errors, whether resulting in profit or loss, will be corrected in your account will be credited or debited so that it is in the same position it would have been if the error had not occurred.
- 4.7. Whenever a correction is made, we will promptly make written or oral notification to you.
- 4.8. If we hold your money, it shall send to him at least once every year a statement of those funds unless such a statement has been provided in any other periodic statements.
- 4.9. We will provide you with an online access to your Account via the Online Trading System, which will provide you with sufficient information in order to manage your Account and comply with applicable Regulatory Rules in regards to client reporting requirements, therefore we may not be providing you with a separate annual statements.

## 5. REFUSAL TO TRANSMIT/EXECUTE ORDERS

- 5.1. Without prejudice to any other provisions herein, we are entitled, at any time and at its discretion, without giving any notice and/or explanation to you or to those persons you have notified to us in writing as authorized to give instructions, to refuse to transmit or execute any Order or Request, and you have no right to claim any damages, specific performance or compensation whatsoever from us, in any of the following cases:
- a. If the Order or Request or Instruction precedes the first Quote in the Online Trading System on the Market Opening;
  - b. Under Abnormal Market Conditions;
  - c. If you have recently made an unreasonable number of Requests in comparison with the number of Transactions;
  - d. If your Free Margin is less than the Initial Margin;
  - e. It is impossible to proceed with an Order or Instruction regarding the size or price or the proposed Transaction is of such a size (too small or too large), that we do not wish to accept that Transaction or we believe that it will not be able to hedge the proposed Transaction in the Underlying Market;
  - f. It is impossible for the Order or Request or Instruction to be executed due to condition of the market, customs of a trading volume;
  - g. We have sent a notice of Termination off the Agreement to you;
  - h. Where we suspect that you are engaged in money laundering activities or terrorist financing or other criminal acts;
  - i. In consequence of lawful claims or requirements of corresponding organized trading platforms/TS, Affiliates of the Parties as well as in consequence of lawful claims of third parties;
  - j. Where the legality of the Order is under doubt;
  - k. In consequence of request of regulatory or supervisory authorities of St. Vincent and Grenadines or a court order;
  - l. A Quote is not obtained from us;
  - m. The Quote obtained by us is an Indicative Quote;
  - n. The Quote accepted by you, which was provided to you via the Client Terminal or the telephone, is not still valid; (o) internet connection or communications are disrupted;
  - o. The Quote is manifestly erroneous;
  - p. The Quote is an Error Quote (Spike);

- q. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- r. A Force Majeure Event has occurred;
- s. In an Event of Default of the Client;
- t. We deem that the execution of the Order aims at or may aim at manipulating the relevant market or constitutes an abusive exploitation of privileged confidential information (insider trading), or we reasonably believes that you are engaged into Scalping or Pip-Hunting;
- u. There are no available cleared funds deposited in your Account to pay all the charges of the particular Order;
- v. There is absence of essential detail of the Order or the Order or Request or Instruction is not clear or has more than one interpretation;
- w. Our personnel are not satisfied of your identity;
- x. If any doubt arises as to the genuineness of the Order;
- y. Where an Order or Request is given to us in respect of any instrument for which a Corporate Event is imminent.

## SCHEDULE A: Interpretation of Terms

In this Agreement, the words will have following meaning:

**“Access Data”** shall mean the Client’s Access Codes, Phone Password, Master Password, any other Password, Client Account number and any information required to make Orders with the Company.

**“Affiliate”** shall mean in relation to the Company, any entity that directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**“Agreement”** shall mean this Client Agreement as amended from time to time.

**“Applicable Rate”** shall mean:

(a) Federal Funds rate, if the Currency of the Client Account is US dollars;

(b) Bank of England Official Bank Rate, if the Currency of the Client Account is Great Britain pounds;

Key European Central Bank (repo) Interest Rate, if the Currency of the Client Account is euros;

(c) Swiss National Bank Key Interest Rate, if the Currency of the Client Account is Swiss francs; or

(d) Bank of Japan's Target Rate, if the Currency of the Client Account is Japanese Yen.

**"Applicable Regulations"** shall mean a) rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Market; and (c) all other applicable laws, rules and regulations of St. Vincent and the Grenadines and/or another jurisdiction.

**"Ask"** shall mean the higher price in a Quote at which the price the Client may buy.

**"Balance"** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

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

**"Bid"** shall mean the lower price in a Quote at which the Client may sell.

**"Business Day"** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company's Website.

**"Client Account"** shall mean the unique personalised registration system consisting of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Online Trading System.

**"Client Portal"** shall mean the electronic area accessible on the Online Trading System, where the Client may administer his/her Client Account and effect certain transactions such as withdrawals of funds, opening of a sub-account, transfer of money between two Client Accounts of his etc.

**"Client Terminal"** shall mean the MetaTrader program version 4 or later version, in addition to any other trading platform made available to the Client, which is used by the client in order to obtain information of financial markets in real-time, to make technical analysis of the markets, make transactions, place/modify/delete orders, as well as to receive notices from the Company. The program can be downloaded on the website free of charge.

**"Completed Transaction"** shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**"Contract for Differences" ("CFD")** shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (If the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instrument.



**“Contract Specifications”** shall mean the principal trading terms in CFD (Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, Financing Charges etc.) for each type of CFD as determined by the Company from time to time.

**“Corporate Event”** shall mean any step taken by an issuer of shares with reference to holders of its shares and includes capital reorganization, capitalization or similar issue, change in listing, consolidation, conversion, delisting, de-merger, alteration in ranking, redemption, rights issue, scheme of arrangement, takeover change, cancellation in listing, a subdivision, reclassification, a share buy-back, a free distribution to existing shareholders by way of a bonus; a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or Securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company; any other event in respect of the shares similar to any of the previous events or otherwise having a diluting or concentrating effect on the market value of the shares; or any event similar to any of the previous events or otherwise having a diluting or concentrating effect on the market value of any Security not based on shares.

**“CRS”** shall mean the Common Reporting Standard

**“Currency of the Client Account”** shall mean the currency that the Client chooses when opening the Client Account or converted into at the Client’s choice after the opening the Client Account.

**“Currency Pair”** shall mean the object of a Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**“Delivery”** shall mean a physical acquisition by the client of any traded CFD at a specific delivery point worldwide.

**“Eligible Counterparty”** shall mean an “Eligible Counterparty” for the purposes of the St. Vincent and the Grenadines Rules.

**“Equity”** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:

(a)  $Equity = Balance + (Floating Profit - Floating Loss)$ ; and/or



(b) Equity=Free Margin + Margin

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

- (a) A significant Price Gap; and
- (b) In a short period of time the price rebounds with a Price Gap; and
- (c) Before it appears there have been no rapid price movements; and
- (d) Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**“Ex-Dividend Date”** shall mean in relation to a security, the first date on which the price quoted on the relevant Market is indicated to be an ex-dividend price.

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

**“Floating Profit/Loss”** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**“Free Margin”** shall mean the amount of funds available on the Client Account, which may be used to open a position. Free Margin is calculated as Equity less (minus) Necessary Margin.

**“Hedged Margin”** shall mean the necessary margin required by the Company so as to open and maintain Matched Positions. The details for each CFD are found in the Contract Specifications.

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

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

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

**“Instrument”** shall mean CFD.

**“Leverage”** shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

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

**“Lot”** shall mean a unit measuring the transaction amount specified for each underlying asset in any CFD.

**“Lot Size”** shall mean the number underlying assets in one Lot defined in the Contract Specifications.

**“Margin”** shall mean the necessary guarantee funds so as to open or maintain Open Positions. Margin is determined in the Contract Specifications for each Underlying Asset in a CFD.

**“Margin Call”** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

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

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

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

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

**“Normal Market Size”** shall mean:

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

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

**“Online Trading System”** shall mean any Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place/modify/delete/execute Orders, receive notices from the Company and keep record of Transactions and calculating all mutual

obligations between the Client and the Company. The Online Trading System consists of the Server and the Client Terminal.

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

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

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

**“Parties”** shall mean the parties to this Client Agreement – the Company and the Client.

**“Pip Hunting”** shall mean the situation when the Client opens a position and closes it in a very short time (once there is a profit of one pip).

**“Politically Exposed Persons”** shall mean:

**A)** natural persons who are or have been entrusted with prominent public functions, which means:

heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.

**B)** The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

**C)** Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

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

- (A) The current Quote Bid is higher than the Ask of the previous Quote; or
- (B) The current Quote Ask is lower than the Bid of the previous Quote.

**“Professional Client”** shall mean a “Professional Client” for the purposes of the Applicable Regulations.

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

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

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

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

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

**“Request”** shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

**“Retail Client”** shall mean a “Retail Client” for the purposes of St. Vincent and the Grenadines Rules.

**“Scalping”** shall mean the situation where the Client opens too many positions at the same time and closes them for less than two minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

**“Server”** shall mean the Meta trader program version 4 or later version, in addition to any other trading platform made available to the Client. The program is used to execute the Client’s Orders or Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

**“Services”** shall mean the services provided by the Company to the Client.

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

**“Slippage”** shall mean the difference between the expected price of a trade, and the price the trade actually executes at. Slippage often occurs during periods of higher volatility (for example due to news events) making an order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

**“Spread”** shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

**“Swap or Rollover”** shall mean the interest added or deducted for holding a position open overnight.

**“Trailing Stop”** shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit.

**“Transaction”** shall mean any contract or transaction in a CFD entered into or executed by the Client or on behalf of the Client under this Agreement.

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

**“Underlying Asset”** shall mean any Currency (Foreign Exchange), Crypto, Indices, Metals, Futures, Energies, which is the underlying asset in a CFD.

**“Underlying Market”** shall mean the market where the Underlying Asset of a CFD is traded.

In this Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

Any reference to any act or regulation or Law shall be that act or regulation or Law as modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.