



Terms of Business FXTM Proprietary Platform

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1. Introduction

- 1.1. These Terms of Business ("Terms") govern all actions regarding the execution of your instructions on the FXTM Proprietary Platform ("Trading Platform").
- 1.2. These Terms specify the basis on which we will provide services to you, including placing and executing trades, managing your account, and providing information and support.
- 1.3. These Terms, and the Client Agreement shall, where applicable, govern all your transactions and should be read carefully. You should also regularly consult any user guide for the Trading Platform or our Website, including the "FAQ" section.
- 1.4. Unless defined in these Terms, capitalized terms used in these Terms shall have the meaning given to them in the Client Agreement.
- 1.5. Notwithstanding any translated language of these Terms of Business, the English wording shall be the prevailing version in the event of any discrepancy between the two languages.

2. Quotes

- 2.1. We will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices or liquidity received from Liquidity Providers, and will periodically send you some of these Quotes as Market Snapshots.
- 2.2. You will receive Quotes through your Trading Platform. All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by our Liquidity Providers.
- 2.3. You understand and accept that such Quotes, as these may be represented by us, are considered correct and valid as provided by our Liquidity Provider.
- 2.4. You further understand and accept that such Quotes may vary significantly for the following, but not limited, reasons:
 - a) due to the different Client Account Type(s);
 - b) due to market prevailing conditions;
 - c) due to the decentralized nature of the Contract for Difference (CFD) market(s).
- 2.5. You acknowledge that the:
 - a) we have the right not to send you those Quotes that have not changed since the previous Market Snapshot;
 - b) you may not receive through the Trading Platform all the Quotes that have been in the Quotes Flow between Market Snapshots; and
 - c) Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by us from Liquidity Providers.

3. Client Instructions

- 3.1. You may provide instructions through any of the following channels: the Trading Platform, email, telephone, or other secure methods we may approve from time to time.
- 3.2. All trading instructions must be placed through the Trading Platform or other approved methods. An Order is deemed to be received only when it has been entered into our systems and confirmed by the Trading Platform. Instructions received via any other channels (e.g., telephone, email, or live chat) will

only be accepted if we have confirmed such arrangements in advance or in exceptional circumstances such as platform outages.

- 3.3. Once we receive your instructions, they will be processed for execution in accordance with our Order Execution Policy. Execution may involve routing orders to liquidity providers, exchanges, or other venues, and will be managed through our internal trading infrastructure.
- 3.4. You are responsible for ensuring all instructions are complete, accurate, and unambiguous. We will execute instructions in good faith, based on the information you provide. We are not responsible for errors or losses resulting from unclear, incomplete, or incorrect instructions.
- 3.5. We will act on instructions from you or any person you have authorized in writing to operate your account. You are responsible for the actions and omissions of any authorized person.
- 3.6. We reserve the right to refuse to execute instructions if:
 - a) they are unclear, incomplete, or not received via an approved communication channel;
 - b) they contravene applicable laws, regulations, or our policies;
 - c) market conditions make execution impractical; or
 - d) we believe execution would expose you or us to unacceptable risk.

4. Order Processing

- 4.1. When you place an order via the Trading Platform, it is routed for execution in accordance with our Order Execution Policy and the configuration of our trading systems. Orders may be routed to one or more liquidity providers, exchanges, or internal execution venues depending on the instrument, market conditions, and your account type.
- 4.2. We maintain multiple technological gateways to facilitate order routing and trade confirmation. While we take reasonable steps to ensure continuous connectivity, we cannot guarantee uninterrupted access due to potential outages, maintenance, or third-party issues.
- 4.3. We operate systems that generate and store a copy of all trade execution data for regulatory reporting, auditing, and risk management purposes. This includes order placement, fills, amendments, and closures.
- 4.4. We may apply routing rules that determine how and where your order is executed based on instrument type, execution speed, and price quality. These rules are designed to seek the best possible outcome for your trade but may vary between account types or product categories.
- 4.5. Our systems are monitored in real time to ensure that routing and order processing are functioning as expected. If any material system issue occurs that affects your ability to place or manage orders, we will take reasonable steps to notify you promptly.

5. Order Execution

- 5.1. We will execute client orders in accordance with our Order Execution Policy, which is designed to obtain the best possible result for you considering price, costs, speed, likelihood of execution, size, and nature of the order, as well as any other relevant factors.
- 5.2. Trade confirmations will be provided via the Platform and, where required, by email or other approved means. You must review all confirmations promptly and report any discrepancies within 24 hours.

- 5.3. We may offer a variety of Order Types, including (but not limited to) Market Orders, Limit Orders and Stop Orders. Full descriptions of available Order Types are provided within the Platform.
- 5.4. Prices displayed on the Platform are sourced from our liquidity providers and processed through our back-office systems before being published to you. Prices may vary from those available in other venues or platforms.
- a) for CFDs, we aggregate bid/ask quotes from multiple liquidity providers to determine tradable prices.
 - b) for exchange-traded equities, orders are routed directly to Market Execution venues through our appointed liquidity partners.
 - c) all prices are valid only at the moment they are displayed and may be subject to change based on market conditions.
- 5.5. Our trade sessions are configured to be the default GMT time zone unless otherwise specified. Trading hours for each instrument are published within the Platform or Website and may change due to market holidays or other factors.
- 5.6. We may act as principal or agent when executing your orders. Orders may be routed to one or more execution venues, including regulated markets, multilateral trading facilities (MTFs), organised trading facilities (OTFs), or liquidity providers, depending on the instrument and your account type.
- a) CFD orders are executed via aggregated liquidity, ensuring the best available price at the time of order placement.
 - b) All orders, regardless of initial order type, are executed as market orders once the specified trigger or limit condition is met.
- 5.7. All Orders are subject to automated Margin Sufficiency Checks before acceptance.
- 5.8. An Order may be rejected if it does not meet our requirements (e.g., insufficient margin, instrument restrictions, market closure, or Order parameters outside allowable limits).
- 5.9. If an instrument is subject to a corporate action during the life of your order or Open Position, we may adjust the Order parameters or position in line with market practice to reflect the impact of the event.
- 5.10. Orders may be executed at a price different from the requested price due to rapid market movements. Positive or negative Slippage may occur depending on prevailing market conditions.
- 5.11. In the event of execution delays, pricing discrepancies, or market disruptions, we may cancel, adjust, or re-route orders to maintain fair execution.
- a) For equities, execution errors are addressed in coordination with the executing venue.
 - b) For CFDs, alternative liquidity sources may be used to complete execution.
- 5.12. You may modify or cancel pending Orders through the Platform, subject to market conditions and acceptance by the execution venue. Once an Order is executed, it cannot be modified or cancelled.
- 5.13. You will not arrange, execute, or place an Open Position, or Order that contravenes any law or regulatory rules in relation to Market Abuse.
- 5.14. If we have grounds to suspect that you have engaged in Market Abuse, we may, without prior warning, take immediate action by closing any open positions and/or orders on your trading account. We may also take other steps as we deem necessary to remedy the situation and protect the integrity of the market. You will be informed of the forced closure and the reasons for our action as soon as it is practicable to do so after the closure takes place.

- 5.15. Unless you submit conclusive evidence that you have not engaged in Market Abuse in any form, within 30 (thirty) calendar days following the day your Open Positions and Orders were closed due to suspicion, any profits that you have made from these transactions will be void.

6. Margin Requirements

- 6.1. You must deposit and maintain the minimum margin required for each instrument in order to open a position. We set the margin requirements, and they may vary depending on the instrument, account type, market conditions, and applicable regulations.
- 6.2. It is your responsibility to monitor your account at all times to ensure sufficient margin is maintained. If your margin falls below the required level, we may issue a Margin Call or close some or all of your positions without prior notice to protect your account from falling into a negative balance.
- 6.3. We may increase or decrease margin requirements at any time, including for specific instruments or client accounts, in response to changes in market volatility, liquidity, or other risk factors. Updated margin requirements will be published on the Trading Platform or Website and will take immediate effect unless otherwise stated.
- 6.4. Your account operates on a Netting Basis, meaning that positions in the same instrument are aggregated into a single net position rather than held as separate hedged trades.
- 6.5. If our account Equity falls below the required maintenance margin, we may close open positions, starting with those with the largest losses, in order to restore your account to the required level.
- 6.6. We may close any or all of your open positions without prior notice if:
- a) your account margin level is insufficient to maintain those positions;
 - b) there is an exceptional market event or Force Majeure Event;
 - c) we are required to do so by applicable law or regulation.
- 6.7. We may adjust your Leverage at our discretion in line with our risk management policies, including during periods of high market volatility or in connection with major economic events.
- 6.8. Margin requirements are calculated in the account's Base Currency unless otherwise specified in the Trading Platform.
- 6.9. In cases of extreme volatility or price gaps, Margin Calls and Stop-Outs may occur without prior notice, and execution prices may differ from requested levels due to market conditions.
- 6.10. We conduct ongoing internal monitoring of positions and exposure to ensure compliance with risk limits and to protect the integrity of our trading operations. This monitoring may result in margin requirement adjustments or position limits being applied to your account.

7. Stop-Outs

- 7.1. Accounts are continuously monitored for equity relative to margin requirements. If your margin level falls to or below the stop-out level or if Equity falls below the maintenance threshold, we may begin closing your open positions automatically to prevent further losses, starting with the position with the largest loss, until your margin level returns above the required threshold.
- 7.2. Negative Balance Protection ensures you cannot lose more than the total funds in your account. If the projected account balance (including any credit provided) falls below zero, all open positions will be

closed, and active orders cancelled.

- 7.3. Depending on account classification and risk profile, we may apply either partial or full position closure at stop-out.

8. Swap Adjustments

- 8.1. Swap Adjustments (also referred to as Rollover or Overnight Financing) are applied when you hold a position overnight. The swap amount may be positive or negative depending on the instrument, your position (long or short), and prevailing market conditions.
- 8.2. The swap rate for each instrument is based on the underlying market rate, adjusted by our applicable mark-up or mark-down. Swap amounts are calculated daily and applied to your account at the end of the trading day in the platform's server time.
- 8.3. For certain instruments, a triple swap may be applied on a specific day of the week to account for weekend financing. The applicable day and rates will be displayed on our website or within the Platform.
- 8.4. Instruments such as certain equity indices may result in a negative swap adjustment on long, short or both long and short positions, including for dividend adjustments.
- 8.5. Current swap rates for each instrument are published on our website or within the Platform. These rates are subject to change without prior notice.

(Sections 9 - 13 apply to Stocks and Stocks CFD accounts only)

9. Off Exchange

- 9.1. When we act as an intermediary, we may place Orders for you and on your behalf with third parties (e.g., exchanges, market makers) which may not qualify as regulated markets or multilateral trading facilities. When we do place these Orders with third parties, we will follow the rules of our order execution policy.

10. Custody

- 10.1. When you buy stocks on the Trading Platform, we will hold them for you (i.e., 'for your benefit') as your Custodian. Sometimes we will contract with a Sub-Custodian or a recognized clearing organization to provide custody of your stocks instead.
- 10.2. The stocks held in our custody will be registered in our name or in the name of the third-party custodian, but we will keep a ledger reflecting that they belong to you and not us or the third-party custodian.
- 10.3. We conduct rigorous due diligence when selecting and regularly reviewing third-party custodians to mitigate risks. Your stocks will be pooled together with stocks of our other clients in an Omnibus Co-mingled Custody Account. If we or the third-party custodian were to become insolvent, there may be delays in identifying your individual stocks in the co-mingled pool or they may be claimed by the custodian's general creditors. A custodian's insolvency also carries an increased risk of shortfall of stocks caused by the default of a custodian to properly reconcile assets in its custody, and you might have to share proportionally in that shortfall.
- 10.4. If we opt to appoint a third-party custodian to hold your stocks, we will exercise reasonable care when selecting this third party and review this selection regularly. But apart from that, we will not be responsible for the acts, omissions, and the aftermath of the insolvency or the dissolution of the third-

party custodian.

- 10.5. If for whatever reason there is a shortfall in your stocks kept with a third-party custodian, we will proceed to resolve the matter following the rules of the contract we have with the third party as well as any applicable laws.
- 10.6. You authorize us or a third-party custodian we appoint to transfer stocks to a Stocks Depository, clearing or settlement system.
- 10.7. Stocks that cannot be settled through a central stocks depository system may be held overseas by a third-party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in our name or in the name of the third party (you may request information to verify this).
- 10.8. Even though you remain the beneficial owner of your stocks at all times, you are not allowed to directly contract with any other party to sell them. You are also not allowed to create any form of a pledge or encumbrance on your stocks that may result in you losing your ownership rights to them.
- 10.9. We will sell the stocks, or handle them otherwise, only if we receive instructions from you to do so. We may handle your stocks without any instruction on your side only to the extent allowed by the Applicable Regulations.
- 10.10. Your stocks may be held in a jurisdiction outside the domicile of the Company where the market practices and legal regime of that jurisdiction differ.

11. Settlement for Stocks

- 11.1. If you want to buy stocks on the Trading Platform, the Balance on your Trading Account should be equal to or greater than the purchase price of those stocks and be enough to cover any related fees and commissions. No setoffs or counterclaims will be applied to the purchase price of the stocks.
- 11.2. When you enter into a stocks Transaction, you must understand that there is a risk that any counterparty on the other side of the trade may fail to go through with the Transaction. We will not be responsible for this failure.
- 11.3. Where available, we use central stocks depositories for settlement of stock Orders. But sometimes we also use alternative dealing facilities to fulfill your stock Orders or levy increased charges on them. The average settlement time is 2 (two) Business Days after the time of execution.
- 11.4. We will pass on any documents to you or credit any sale proceeds from your stocks Transaction to your Trading Account promptly after we receive the same. Any delays in the settlement of the Transaction beyond our control, any defaults of other parties (including you) to meet the settlement date are not our responsibility.
- 11.5. When you buy stocks, the estimated amount together with any applicable commissions, fees, and costs on the Transaction will be deducted from your Trading Account and held by us pending settlement. On settlement, these funds will no longer be considered your funds. It is your responsibility to ensure that you always have sufficient cleared Balance to meet settlement of any of your Transactions and connected costs.
- 11.6. If the Transaction fails to settle for any reason, we may reverse it, return any commissions or fees paid, and cancel the withdrawal of any funds from your Trading Account.

- 11.7. Your withdrawal request will be denied if there is an insufficient Balance on your Trading Account to cover any unsettled Transactions. Where you request a withdrawal shortly after the funds are credited to your Trading Account, we will be allowed to delay settlement for up to 8 (eight) Business Days to ensure that the funds are cleared and can be withdrawn.
- 11.8. We or any intermediary involved in selling your stocks might have a statutory obligation to deduct taxes, make other deductions from your sale proceeds before they are credited to your Trading Account.

12. Effect of Termination on Stock Trading

- 12.1. On termination of any Operative Agreement and closure of your Trading Account, if no other instructions are received from you, we will arrange for your stocks to be sold at market price.
- 12.2. All proceeds of the sale together with the remaining Balance will be deposited to a bank account in your name that we have on file. If this deposit will not go through for some reason, the remaining Balance will be held by us as your funds.

13. Corporate Actions

- 13.1. When you trade stocks, CFDs on stocks and indices, we may (but have no obligation to) reflect the corporate actions that apply to these Instruments. These corporate actions may include stocks splits, reverse splits, spin-offs, dividends, entitlement issues, mergers & acquisitions, reorganizations, takeover offers, name and symbol changes, etc.
- 13.2. It is your responsibility to keep track of the upcoming corporate events that may affect your Instruments and any Open Positions you have.
- 13.3. We will pass on to you any information about your stocks that we will receive from our counterparties and intermediaries (exchanges, registrars) but will not source any additional information. We will not notify you about any pending or active class actions or group actions that you are eligible to take part in due to the ownership of your stock.
- 13.4. We will apply corporate actions to your Instruments on the basis of good faith and market practice. We will also consider how these corporate actions impact on our dealings with our liquidity providers and other intermediaries and may pass on the outcome to you.
- 13.5. Where a corporate event affects some, but not all, Instruments held in a pooled account, we will allocate the affected Instruments to the eligible clients in a fair and equitable manner.
- 13.6. Depending on the direction of your Open Position, we might have additional costs applied directly by our liquidity providers and other intermediaries because of corporate actions. These additional costs will be passed on to you without any additional warning.
- 13.7. If we opt to support a certain corporate action for stocks, we will do so only for stocks that have already been registered in our name (or in the name of a third-party custodian) and there is an entry in our ledger showing your ownership of the stock.
- 13.8. We will reflect a corporate action in your Trading Account only after we receive confirmation from our counterparties and intermediaries that the corporate event has been completed.
- 13.9. We may close out any of your Open Positions at the market price following a corporate event to make any required adjustment due to the corporate action.

- 13.10. You should have sufficient Balance to buy any additional stocks available to you as a result of a corporate action. If funds or stocks are due to you without any additional payment, they will be deposited into your Trading Account subject to any applicable fees and taxes.
- 13.11. If you are entitled to a fraction of a stock, we will aggregate those fractional entitlements and sell the aggregate and deposit the proceeds in your Trading Account subject to any applicable fees.
- 13.12. In the case of a spin-off, it will be applied to the primary symbol and will not be transferred to the new spin-off one. We will add the spin-off symbol to market watch as soon as practicable, but we cannot guarantee that this will take place before the Market Opening.
- 13.13. We may (but have no obligation to) inform you and assist you in exercising your voting rights attached to the ownership of your stocks at an annual general meeting of shareholders of the stock issuer or otherwise. If we do, you must return any valid election correspondence by the deadline we will specify. Your elections are deemed to be irrevocable and final from the moment we receive them.
- 13.14. If you do not meet the election correspondence deadline, we may opt to vote on your behalf on the default terms.
- 13.15. If an election has to be made on behalf of an entire pool of stock of a specific issuer, we reserve the right to make that election on behalf of the whole pool and not pass on this right to each client affected by the vote.
- 13.16. We will be responsible for claiming and receiving dividends, interest payments, and other income payments accruing to your Instruments. The Company may claim or reclaim tax credits on dividends or other income on eligible stocks.

14. Reporting & Statements

- 14.1. We will make account statements available to you that summarize your account activity, including:
- a) trades executed;
 - b) open positions;
 - c) realized and unrealized profit and loss;
 - d) deposits, withdrawals, and other transactions;
 - e) applicable fees, commissions, and financing charges.
- 14.2. Daily statements will be made available through the Platform or your Email. Monthly statements will be provided in the same manner.
- 14.3. Each executed trade will generate a trade confirmation containing details of the instrument, quantity, price, time of execution, and applicable charges. These confirmations will be accessible through the Platform shortly after execution.
- 14.4. You may request historical account reports, including trade history, balance history, and transaction details, by contacting our client support team. These will be provided in a reasonable timeframe.
- 14.5. We maintain internal reconciliation processes to ensure the accuracy of your account balances and statements. If you identify any discrepancy in your account statement, you must notify us within two (2) business days of receipt, otherwise, the statement will be deemed correct.
- 14.6. We may be required to submit details of your transactions and account balances to regulatory

authorities in accordance with applicable laws and regulations.

15. Communications

- 15.1. We may communicate with you through the following channels: the Trading Platform, email, telephone, company news webpage, or other secure methods we may approve from time to time.
- 15.2. We will use the contact details you provided when opening the Trading Account or updated in accordance with Operative Agreements to contact you. You hereby agree to accept any notices or messages from the Company at any time.
- 15.3. Any communication sent to you (documents, notices, confirmations, statements, etc.) will be deemed received if:
 - a) via News Webpage, within one hour after it has been posted.
 - b) sent by email, within one hour after emailing it;
 - c) sent by Trading Platform internal mail, immediately after sending it;
 - d) by telephone, then once the telephone conversation has been finished.
- 15.4. You will notify us immediately of any change to your contact details.
- 15.5. Any communication with you, including telephone calls, electronic messages, and order instructions, may be recorded for quality assurance, training, or regulatory compliance purposes. All Instructions and Requests received by telephone shall be binding as if received in writing. Any recordings will remain our sole property and will be accepted by you as conclusive evidence of the Instructions, Requests, or conversations so recorded. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority.
- 15.6. Unless otherwise agreed, all communications and instructions must be in English.

16. Service Availability & System Interruptions

- 16.1. We will take reasonable steps to ensure that the Trading Platform is available to you during normal market hours. However, we do not guarantee uninterrupted access, and there may be times when the platform is unavailable due to maintenance, upgrades, technical issues, or factors outside our control.
- 16.2. We may perform scheduled maintenance or upgrades to our systems, which may require a temporary suspension of trading services. Where possible, we will provide advance notice via email, platform notifications, or our website.
- 16.3. We maintain robust controls, including redundant systems and real-time monitoring, to minimize the likelihood of unplanned outages or system disruptions. In the event one occurs, we will take reasonable steps to restore services as quickly as possible. You acknowledge that such interruptions may prevent you from accessing your account or placing/closing orders.
- 16.4. We take reasonable measures to maintain stable connections to market data providers. However, disruptions, delays, or errors in market data may occur due to third-party failures or other causes beyond our control.
- 16.5. We maintain multiple order-routing mechanisms to reduce the impact of technical issues. If our systems experience connectivity problems, order processing may be delayed or temporarily suspended until service is restored.

- 16.6. If you are unable to access the trading platform due to a service interruption, you may contact our support team via the alternative communication channels listed on our website to request trade placement or account assistance.

17. Interpretation of Terms

- 17.1. In this Agreement, the words will have the following meaning:

“Base Currency” shall mean the currency you selected during the account opening process and is the primary currency for your Trading Account.

“CFDs” shall mean Contracts for Difference.

“Client Account Type(s)” shall mean the different trading accounts available to the Client, as offered by us from time to time and are described in our Website.

“Custodian” shall mean a financial institution that holds a client's securities and other assets for safekeeping.

“Limit Orders” shall mean an Order to buy or sell an Instrument at a specified price or better.

“Liquidity Providers” shall mean banks, financial institutions, market makers, or other entities that provide us with quotes and prices for financial instruments.

“Margin Call” shall mean a request from us to you to deposit additional funds in your account to maintain your positions.

“Margin Sufficiency Checks” shall mean an automated check performed on an Order to ensure that you have sufficient funds in your Trading Account to open a position.

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

“Market Opening” shall mean the official time when a financial market or exchange begins trading for the day.

“Market Snapshots” shall mean periodic price updates sent to you.

“Market Orders” shall mean an Order to buy or sell an Instrument at the best available current market price.

“MTFs” shall mean Multilateral Trading Facilities, which are a type of European trading venue.

“Negative Balance Protection” shall mean a policy that prevents a client's account balance from falling below zero.

“Netting Basis” shall mean a method of offsetting the value of multiple positions or payments.

“Omnibus Co-mingled Custody Account” shall mean a custodial account where the assets of multiple clients are held together.

“Order Types” shall mean the different types of orders you can place (e.g., market order, limit order, stop order).

“OTFs” shall mean Organised Trading Facilities, which are a type of European trading venue.

“Over the Counter (OTC)” shall mean a decentralized market where financial instruments are traded directly between two parties.

“Rollover” shall mean the extension of a settlement date on a trading position.

“Slippage” shall mean the difference between the expected price of a trade and the price at which the trade is actually executed.

“Stop-Limit Orders” shall mean an Order that combines a stop price and a limit price.

“Stop Orders” shall mean an Order to buy or sell an Instrument when its price reaches a specified stop price.

“Stocks Depository” shall mean a system that holds securities in a book-entry form.

“Sub-Custodian” shall mean a financial institution appointed by a custodian to hold assets in a specific jurisdiction.

“Swap Adjustments” shall mean fees or credits applied to a trading account for holding a position overnight.