



Formax Prime Capital (UK) Limited

Terms & Conditions

V1.0

FORMAX PRIME CAPITAL (UK) LIMITED

TERMS AND CONDITIONS

YOU SHOULD READ THESE TERMS AND THE RISK WARNINGS CAREFULLY PRIOR TO SUBMITTING YOUR ACCOUNT APPLICATION TO FORMAX PRIME CAPITAL (UK) LIMITED. IF YOU DO NOT UNDERSTAND ANYTHING IN THESE TERMS, YOU SHOULD CONTACT FORMAX PRIME CAPITAL (UK) LIMITED TO ASK FOR FURTHER INFORMATION OR SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE YOU OPEN AN ACCOUNT, PLACE ANY ORDER OR ENTER INTO A TRANSACTION WITH FORMAX PRIME CAPITAL (UK) LIMITED

FORMAX PRIME CAPITAL (UK) LIMITED is authorised and regulated by the Financial Conduct Authority with number 624225 and has its principal place of business at Suite 627 107 Cheapside, London, EC2V 6DN and is required to conduct its business and dealings with you in accordance with the rules and regulations of the FCA.

YOU SHOULD NOT SUBMIT AN APPLICATION FOR OPENING A MARGIN TRADING ACCOUNT IF YOU ARE UNSURE AS TO THE EFFECTS OF THESE TERMS OR THE NATURE OF THE RISKS INVOLVED. ONCE YOU SUBMIT THE APPLICATION FOR OPENING A MARGIN TRADING ACCOUNT TO FORMAX PRIME CAPITAL (UK) LIMITED, YOUR RELATIONSHIP WITH FORMAX PRIME CAPITAL (UK) LIMITED WILL BE GOVERNED BY THE TERMS AND CONDITIONS SET OUT IN THESE TERMS.

1. THE TERMS

- 1.1 The Terms represent all the terms agreed between us regarding investment services unless we supplement or vary the Terms by written correspondence between us. The Terms supersede any earlier agreement between us dealing with the same services.
- 1.2 We are treating you as a retail client for the purposes of the rules and guidance of the FCA unless otherwise agreed with you in writing. You may request a different client categorisation from the one we have allocated to you, but please be aware that we may decline such a request. If you do request a different categorisation and we agree to such a request, you may lose the protection afforded by certain FCA rules

2. EFFECTIVE DATE

These Terms shall come into force on the earlier of the date that we notify you that we accept your duly completed application for opening a Margin Trading Account or the date that we accept an order from you and shall continue until they are terminated in accordance with **Clause 35**.

3. CANCELLATION RIGHTS

- 3.1 Unless a representative of Formax Prime Capital (UK) Limited has met you in person, you have a right to cancel these Terms within 14 calendar days of the effective date. If you would like to cancel these Terms please let your contact at Formax Prime Capital (UK) Limited know or write to us at Suite 627 107 Cheapside, London, EC2V 6DN.
- 3.2 Cancellation will not affect the completion of transactions initiated prior to us receiving your notice of cancellation. Cancellation will not affect accrued rights, existing commitments or any other contractual provision intended to survive termination of these Terms.
- 3.3 No penalty will apply on cancellation, however you agree to pay our fees pro-rata to the date of cancellation and any additional expenses necessarily incurred by us (or an entity within the Formax Group) in cancelling these Terms and any losses necessarily realised in settling or concluding outstanding transaction
- 3.4 You should note that we will provide investment services until we receive notice of cancellation rights and if you do cancel, the amount you receive back may be less than the initial amount provided.

4. PRODUCTS AND SERVICES

- 4.1 We may provide you with execution-only trading services and enter into Transactions with or for you in the following Instruments:
 - A. Contracts for difference (CFDs), rolling spot FX and spread bets where the underlying are commodities, indices, currencies, equities and base and precious metals;
 - B. Other types of over the counter or exchanges traded derivatives
 - C. Other instruments as we may from time to time offer
- 4.2 Except as provided elsewhere in these Terms: (i) there are no restrictions on the types of investments in which you wish to invest or the markets on which you wish Transactions to be executed; and (ii) we will assume that you do not intend any investment objectives, restrictions or limits to apply to your Account, unless you notify us otherwise in writing and we confirm our acceptance in writing.

5. EXECUTION AND DEALING

- 5.1 We shall deal with you on an execution-only basis. By “execution-only” we mean us buying or selling an investment on your behalf where we do not advise you on the merits or the suitability of the transaction for you. We will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular Instruments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such Instruments or Transactions. Where we have provided you with an explanation of the terms of a Transaction or its performance characteristics, such explanation does not itself amount to advice on the merits of the Transaction.
- 5.2 When we execute an Order on your behalf we will generally act in accordance with our Execution Policy as may be amended from time to time. Our Order Execution Policy is reviewed not less than annually and also whenever a material change occurs that affects our ability to continue to provide best execution. A summary of our current Order Execution Policy has been provided to you and is also available on our website. You should note that in some circumstances we may deal with you as Principal but not act on your behalf in relation to the Transaction, for example where we simply provide a quote for a particular Instrument and then deal as Principal, in which case we may not be obliged to comply with the FCA rules on best execution or the Execution Policy.
- 5.3 You consent to us executing Orders for your Account outside a regulated market or multilateral trading facility when we believe this to be in your best interests.
- 5.4 In relation to any Transaction, we will effect such Transaction as Principal unless it is expressly agreed that we will act as agent for you with respect to a certain Transaction or service within these Terms or otherwise.
- 5.5 You shall, unless otherwise agreed in writing, enter into Transactions as Principal and be responsible for performing all obligations under these Terms (including under any Transaction). If you act as agent, regardless of whether you have identified the principal to us, we shall not be obliged to accept the said principal as a customer or client, and consequently, you agree that we shall be entitled to consider you as Principal in relation to any Transaction.

6. INCIDENTAL SERVICES – RESEARCH AND EDUCATION

- 6.1 We may, from time to time, provide you, and other clients who receive an execution-only service, with general trading information, independent research, market commentary, or other data, facts or information. These services are incidental to our relationship with you and are provided solely to enable you to make independent investment decisions. You agree that we do not intend to produce the information with the intent of impacting your investment decisions and therefore you release us from any liability for Losses you may incur as a result of entering into any Transaction except where such Losses relate specifically to our negligence.
- 6.2 You acknowledge and agree that:
- A. we do not advise on the merits or perils of a particular Transaction or its taxation consequences and make no representation, warranty or guarantee as to the accuracy or completeness of any market or other information furnished to you or as to the legal, tax or accountancy consequences of your Transaction;
 - B. the information is being provided as general market commentary or compilation of market information. It may reflect the opinion of the person generating such information, however, it does not reflect our opinion and is not intended to constitute an offer or solicitation from us to you or to any of our clients
 - C. the information is not intended to amount to a general or personal recommendation or advice;

- D. any market or other information communicated to you by us is wholly incidental to the conduct of our business and to your dealing relationship with us and is provided solely by us as a courtesy to you in order for you to make your own investment decisions and is not intended to constitute personal recommendations or advice by us to you;
- E. we will not always verify the information, independent research or market commentary;
- F. where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, will not pass it on contrary to that restriction;
- G. you are solely responsible for making the decision whether to effect any Transactions, including the timing, quantity and price of such Transactions; and
- H. where you have taken the information provided by us into consideration when making your investment decisions, you have not relied on such information exclusively but have conducted your own independent research and made your decision as to the suitability of any Transaction to your investment objectives and financial situation without placing reliance on the information provided by us.

If you are solely relying on the information provided by us when making your investment decisions, we highly recommend that you seek independent advice as to the suitability of such information to your investment objectives and financial situation before making any investment decision.

- 6.3** We may, from time to time, also provide you, and other clients who receive an execution-only service, with educational tutorials on trading our products and services and on using the various Systems which we make available to you. These activities are incidental to our relationship with you and are provided solely to assist you in understanding the markets and risks associated with investment and to provide you with a general understanding of the functionalities of the Systems.

7. CHANGES TO OUR SERVICES

- 7.1** We may, with prior written notice to you, cease to offer some or all services and/or remove some or all Instruments from our then prevailing offering. We may from time to time, with prior written notice to you, discontinue or deactivate a System or novate your Account from one System to another System (the 'New System') if, in our reasonable opinion, the New System would provide you with similar, additional or more competitive products and services including, pricing and execution facilities, fees, commissions and spreads.

Your failure to cancel any Orders and/or close any Open Positions in respect of such affected product or service before the time specified in our notice will result in Formax Prime Capital (UK) Limited cancelling all Orders and closing all Open Positions in respect of the affected service or any Instrument or product at the time and, if applicable in accordance with the manner specified in the notice or the last price available on the date the product or service ceases to be offered.

8. ACCOUNT OPENING

- 8.1** An Account must be opened prior to submitting any Order or entering into any Transaction. No Orders can be placed until an Account has been opened and cleared funds received. If we permit you to place an Order where an Account has not yet been opened, or cleared funds have not yet been received, this shall not limit your liability to us pursuant to these Terms in respect of the Order placed or any resulting Transaction. We may, at our sole and absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, promptly following your application.

8.2 To manage risk and to prevent fraud (or other criminal activity) you agree that we may:

- A. disclose information to organisations involved in fraud or money laundering prevention; and
- B. obtain information from and disclose information to other investment firms which deal for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.

8.3 Any limits for your Account (including any Margin Requirement, Leverage, Credit Facilities) will be set and varied from time to time with regard to your credit status and, where applicable, the amount of funds deposited by you with us and we may, in our sole and absolute discretion apply a limit to:

- A. the size of any Transaction or series of Transactions that you may enter into; and
- B. the amount of any loss or liability to which you may be exposed;

although we will notify you of any such limits applied.

8.4 Account limits do not limit or represent your liability for Losses to us, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

9. ACCESS AND USE OF THE SYSTEM AND/OR SECURE ACCESS WEBSITE

9.1 We will provide you with one or more unique usernames, passwords and/or other devices necessary to enable you to access the online or electronic service ("Login Credentials") which will grant you secure access to use the System and/or a Secure Access Website. You will need to provide the Login Credentials each time you wish to use the System and/or Secure Access Website.

9.2 In relation to the Login Credentials, you acknowledge and undertake that:

- A. you will keep Login Credentials confidential and will ensure that Login Credentials are used exclusively by you or your Account Manager. You will use adequate security procedures to ensure the security of the Login Credentials and to prevent unauthorised access to and use of the services;
- B. you assume full responsibility for any and all use, unauthorised use or misuse of the service by you, or persons authorised by you, or by any other person using your Login Credentials, and you acknowledge and agree that any breach by such person of any of your obligations hereunder shall constitute a breach of such obligations by you;
- C. other than with our prior written consent, you will not disclose your Login Credentials to persons other than to your Account Manager for any purpose whatsoever;
- D. you will immediately notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or of any unauthorised use of your Login Credentials; and
- E. we may rely on all Orders and other communications entered using the Login Credentials and you agree to be bound by any message or instruction effected via the service (including, without limitation, the execution of Transactions and/or the instruction to change your Login Credentials) through the use of your Login Credentials, regardless of whether or not the person communicating such message or instruction was properly authorised by you, except where such person's possession of your Login Credentials was due to our negligence or wilful misconduct.

- 9.3** If we have reasonable grounds to believe that unauthorised persons are using your Login Credentials without your knowledge, we may, without prior notice, suspend your rights to use the System and/or Secure Access Website.
- 9.4** You agree that it is your responsibility to provide, at your own expense, all equipment necessary for you to access and use the service, including, but not limited to, computers, computer systems, servers, peripheral equipment, operating systems, applications, communications software, internet access, telecommunications equipment and other equipment and software including any updates thereof. You are solely responsible for any losses, damages, or costs incurred as a result of errors made by, or the failure of, such equipment that you use to access the service.
- 9.5** Access to the System or Secure Access Website is provided "as is". We make no warranties, express or implied representations or guarantees as to the merchantability and/or fitness for any particular purpose or otherwise with respect to the System or Secure Access Website, their content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with either the System or Secure Access Website. These difficulties could involve, among others, failures, delays, or malfunction, which may cause Orders not to be transmitted, received or executed as a result of such disruption, failure or malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to problems in placing Orders or Transactions and/or data loss. If you are unable to place an Order through the System, you should contact a Sales Trader to place an Order on the telephone.

10. TRADING WITH US

10.1 Unless we inform you that any or all Instructions can only be given in a particular way, you may give us your Orders or other Instructions via the System or orally, by telephone to a Sales Trader.

10.2 The following terms apply when trading with or through us:

- A. Instructions sent via the System or given by telephone shall only be deemed to have been received and shall only then constitute a valid Instruction when such Instruction has been recorded by us and confirmed by us to you through the System;
- B. if any Instructions are received by us by telephone, computer or other medium we may ask you to confirm such Instructions in writing. We shall be authorised to follow Instructions notwithstanding your failure to confirm them in writing;
- C. in relation to electronic communications, please note that the internet and other electronic communications may not be secure, reliable or timely. You acknowledge that any Instructions sent by you through the internet or other electronic means may be intercepted, copied, adapted or imitated by third parties;
- D. you may only place Instructions via the System or by telephone during our normal trading hours details of which are available on our Website. We will only quote prices and accept Instructions during those hours. Where in our reasonable opinion, a public holiday in any jurisdiction affects the relevant market, we shall not be obliged to quote prices or accept Instructions in respect of any Instrument or Transaction related to that market. We shall endeavour to inform you of any limited hours of trading on our Website;
- E. Instructions shall be given in such form as Formax Prime Capital (UK) Limited and you shall from time to time agree;
- F. if you request us to cancel your Instructions, we shall only be able to do so if we have not already acted on those Instructions. Instructions may only be withdrawn or amended by you with our consent;

10.3 You authorise us (and, where applicable, any member of the Formax Group) to rely on Instructions given to us and to act for you upon Instructions given or purporting to be given to us by you or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Instructions.

10.4 Where your employees are entering into Transactions with Formax Prime Capital (UK) Limited on your behalf, it is your responsibility to ensure that such employees have the authority to do so. Formax Prime Capital (UK) Limited will trade with you via your employees on the basis of their apparent authority and Formax Prime Capital (UK) Limited shall be under no obligation to monitor whether a particular employee is duly authorised.

10.5 An Order shall not constitute a binding Transaction between you and Formax Prime Capital (UK) Limited unless accepted and executed by us.

10.6 We may, at our sole and absolute discretion refuse to accept or act up any Instruction from you if we reasonably believe that to do so may:

- A. involve us or you being in a breach of legal and/or regulatory requirements;
- B. be unreasonably or significantly impracticable for us; or
- C. run the risk of us suffering financial loss or reputational damage.
- D. We will try to advise you promptly if such circumstances arise however we are under no obligation to provide you with our reasons for not acting on your Instructions.

Additionally, we may refuse to execute any Instruction with or without reason or notice and we may cancel any Instructions previously given by you provided that we have not acted upon your Instructions (and subject always to Manifest Error and Abusive Trading Strategies). Acceptance of an Instruction does not constitute any agreement or representation that we will execute that Instruction. We will not be liable to you in any way if we refuse to follow your Instructions.

10.7 We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders or other Instructions and hold Open Positioning at our sole and absolute discretion. Such limits and/or parameters may be amended by us at our sole and absolute discretion and may include (without limitation):

- A. controls over maximum Order amounts and sizes;
- B. controls over our total exposure to you;
- C. controls over prices at which Orders may be submitted (which include, without limitation, controls over Orders which are at a price which differs greatly from the market price at the time the Order is submitted);
- D. controls over the System (which include, without limitation, any verification procedures intended to ensure that any particular Instruction or Instructions has come from you); or
- E. any other limits, parameters or controls which may be required to be implement in accordance with applicable law or regulation.

Where possible we will notify such amendments to you in advance.

11. PRICING

11.1 We will, from time to time, provide you with quotes via the System or over the telephone. Such quotes provided to you are indicative which are provided for information purposes only and do not constitute an offer to buy or sell any Instrument at that price. Where you place an Order following an indicative quote, we will consider that you are placing an Order at our then offered rate and such rate may differ from the indicative quote provided by us.

11.2 Although we expect that our pricing will be reasonably related to other pricing available in the "interbank market", pricing reported by us may vary from pricing available to banks and other participants in that market. The "interbank market" is the market where banks and large institutions trade currency between themselves. We will, in our sole and absolute

discretion, determine the pricing and price feed for your Account. Further, we reserve the right to modify the offered pricing and spread offered at any time although we will notify any such modification to you.

- 11.3** You acknowledge and understand that Transactions are not traded on a physical exchange and, therefore, cannot be physically delivered. Therefore, you authorise us to rollover all Open Positions in your Account at the end of the Business Day into the next Business Day, which may be inclusive of the weekend or holiday when the market is closed for trading. The positions will be rolled over by debiting or crediting your Account.
- 11.4** It is important for you to note that the execution of Orders will vary depending on the System which you are using for your trading activities. We highly recommend that you refer to our Execution Policy before you begin your trading activities and subsequently on a regular basis.

12. TRADING CONFIRMATIONS AND ACCOUNT STATEMENTS

- 12.1** Where possible, we will provide you with daily Account Statements in electronic form through the System and/or Secure Access Website (where available). Such Account Statements will generally include confirmations of Transactions (including ticket numbers), your end of day trading balance and the profits and losses in your Account (realised and unrealised). We reserve the right to modify the format and content of Account Statements from time to time. Please check these daily Account Statements carefully.
- 12.2** We will also provide you with periodic reports concerning the content and value of your Account as often as is required by applicable law or as otherwise agreed by us. You can also generate daily, monthly and yearly reports of your Account through the System and/or Secure Access Website (where available). Further, you may request receipt of Account Statements in hard copy or via email at any time by submitting a written request.
- 12.3** You understand and agree that we will therefore not be sending you monthly Account Statements. For this reason, it is your responsibility to generate your own Account Statement. We highly recommend that you consult your Account Statement, at least on a monthly basis on the first day of each month, in order to keep apprised of the trading activities in your Account.
- 12.4** We will provide you with a contract note in hard copy or electronic form confirming the execution of any Order and providing you with details of the Order. You should check the contract note carefully.
- 12.5** Account Statements and contract notes shall, in the absence of Manifest Error, Abusive Trading Strategies or grossly obvious inaccuracies, be conclusive and legally binding on you, unless we receive from you an objection in writing within five (5) Business Days of the Transaction appearing in the System or Secure Access Website (where available). If we have notified you of any such error we shall issue a revised Account Statement and the revised Account Statement shall be conclusive and binding on you, unless we receive your objection in writing within five (5) Business Days of dispatching the revised Account Statement to you. Communications mailed, electronically transmitted or otherwise sent to you at the address specified in our records will be deemed to have been received by you in accordance with the notice provisions at **Clause 39**.
- 12.6** Written objections shall be directed to Formax Prime Capital (UK) Limited Support Department by email at the address give on our Website or by mail at Suite 627 107 Cheapside, London, EC2V 6DN and shall be deemed received in accordance with the notice provisions at **Clause 39**.

13. FEES, CHARGES AND OTHER COSTS

- 13.1** We will generally be remunerated for providing you with the services by entering into Transactions at prices which include a mark-up, mark-down (bid/ask spread) and/or a commission. Fees will generally be applied to your Account on a per trade basis but may also be applied on any other basis as we determine from time to time. You understand that such fees vary on a daily and continuous basis depending on many factors including market conditions, currency pairs, availability of instruments in the market etc.

13.2 We will also charge you for costs and expenses incurred by us in providing the services such as costs and charges for incidental banking-related fees such as wire charges for deposits/withdrawals and inactivity fees as well as any telephone order fees, transfer fees, registration costs, taxes and other similar costs and Transaction-related expenses which may include additional expenses attributed by the Formax Group to the execution of Transactions for your Account and fees arising out of Transactions in your Account. We include a comprehensive list of such costs and expenses on the deposits and withdrawals pages on our Website.

13.3 All Open Positions which remain open after close of business each day may be subject to a rollover or swap rate. All Open Positions will be rolled over by debiting or crediting your Account in accordance with the daily rollover rates which are provided to us by our liquidity providers and may include a mark-up or mark-down. Rollover times, rates and swap rates vary based on the trading platform and are available on our Website.

13.4 When funding an Account by Card, the following terms and conditions will apply:

- A. we are not responsible for any fees or charges charged by your Card provider or the issuing bank;
- B. any payments made to us using a Card will be credited to your Account net such Card charges. Similarly, any refund made by us from your Account to your Card will be also be net of any Card charges. Further, unless otherwise agreed by us, any payments made into your Account by Card may not be subsequently withdrawn by cash, wire, cheque or other means and may only be returned to the Card.
- C. You agree to be held both liable for any fraudulent Card transactions or purchases which are used to fund your Account or used as Margin for your Account. Further, you acknowledge that we may take action against you in order to collect any fraudulent funds which are used to fund your Account or used as Margin for your Account.

13.5 Where you have been introduced to us by an Introducing Broker, you understand that we may be paying such Introducing Broker fees in connection with your trading activities. Such fees will be in the form of commissions, mark-ups or mark-downs, on a per trade basis, or any other form as agreed between us and your Introducing Broker from time to time and will be charged to your Account. We shall provide details of any such payments on request.

13.6 Where you have appointed an Account Manager, we may apply to your Account management charges, performance fees and any other fees or charges as agreed between you and your Account Manager from time to time in connection with your trading activities.

13.7 You will be obliged to pay to us the fees and charges set out in Clauses 13.1 to 13.3 above inclusively. You hereby authorise us (and, where applicable, any member of the Formax Group) to incur any such charges, costs and expenses and to apply any fees. You authorise us to deduct all amounts due under these Terms from your Account.

13.8 Independent of the above Clauses, we will be entitled to demand that you pay on 30 calendar days' prior written notice any of our reasonable expenses caused by your non-performance of your obligations under these Terms, including a fee reasonably determined by us in relation to forwarding of reminders and legal assistance.

14. OPERATING YOUR ACCOUNT: BASE CURRENCY, DEPOSITS, PAYMENTS, CORPORATE EVENTS AND WITHDRAWALS

14.1 You agree to comply with the following when making payments to us under these Terms:

- A. all payments to us (including deposits) are to be made in immediately available funds and to such account as is designated by us;
- B. all payment to us must be made without set-off or counterclaim and without deduction. If you are compelled to withhold or make any deduction, you shall pay additional amounts to ensure receipt by us of the full amount which we would have received but for such withholding or deduction;

- C. you may make any payment to us (including deposits) by an approved Card, or bank wire or any other method specified by us from time to time;
- D. you are responsible for all third party electronic, telegraphic transfer or other bank fees in respect of payment as well as any fees or charges imposed by us, which may be based on the elected payment method;
- E. if any payment is not received by us on the date such payment is due, then (without limitation of any other rights we may have) we will be entitled to charge interest on the overdue amount at a rate not exceeding the effective cost to us of borrowing in the relevant money markets an amount equal to the sums due or such other rate as we may have notified to you;
- F. any payment made to us will only be deemed to have been received when we receive cleared funds; and
- G. you bear the responsibility to ensure that payments made to us are correctly designated in all respects including without limitation, your Account details where required by us.

14.2 You may request a withdrawal or transfer of funds from your Account where the balance of your Account is positive. We may at our sole and absolute discretion withhold, deduct or refuse to make a payment (in whole or in part) where:

- A. you have Open Positions or the Account is showing a Loss;
- B. the requested payment would reduce your Account balance to less than the amount required to meet your Margin Requirement in respect of your Open Positions;
- C. we reasonably consider that funds may be required to meet any current or future Margin Requirement on Open Positions due to underlying market conditions;
- D. you have any actual or contingent liability to any member of the Formax Group or any Service Provider, Introducing Broker or Account Manager;
- E. we reasonably determine that there is an unresolved dispute between us and you relating to these Terms or any other agreement between us;
- F. you instruct us to pay a third party from your Account; or
- G. we reasonably consider that making such payment would cause us to breach or otherwise infringe any applicable law.

14.3 Unless otherwise agreed in writing by us and subject always to compliance with applicable law, all payments from your Account shall be made in the form of a return payment to a Card, or bank wire transfer. We do not make payments in cash or by cheque.

14.4 You will be asked to designate a Base Currency for each Account. We will accept Pounds Sterling, United States Dollars, Euros, or any other currency specified by us from time to time as Base Currency.

14.5 All payments into your Account will be converted from the currency in which they are received into the Base Currency of the Account in which they are deposited. The terms of this Clause will also apply where we make any payment to your Account in a currency other than the Base Currency of the Account receiving the deposit.

14.6 All payments from your Account will be made in the Base Currency of that Account unless we agree in writing that such payment should be made in a different currency. The terms of this Clause will also apply where any interest, costs, commissions or other charges to be debited from your Account are in a currency other than the Base Currency of the Account. Where we agree to make a payment in a currency other than the Base Currency of the Account, we will convert the relevant payment amount from the Base Currency to the agreed currency for payment.

14.7 Whenever we conduct currency conversions, we will do so at such rate of exchange as we select at our sole and absolute discretion. You agree that we will be entitled to add a mark-up to the exchange no greater than 1% on transactions over £10,000 and no greater than 2% on transactions less than £10,000.

14.8 Unless we provide you with written notice to the contrary, all payments and deliveries by us to you will be made on a net basis. We will not be obliged to deliver or make any payment to you unless and until you provide us with any required documents or cleared funds.

14.9 If any instrument becomes subject to a possible adjustment due to any Corporate Event, we will determine the appropriate adjustment and apply this to your account. Any such adjustment will be determined reasonably and in line with market practice and will be binding upon you

15. PAYMENTS RELATING TO YOUR TRADING ACTIVITIES

15.1 You will be responsible for the due performance of obligations under each Transaction that is executed for the Account whether by payment of the purchase price, unless otherwise agreed by us in writing, you undertake to make the appropriate payments in connection with your trading activities or your Account on or before the date you have placed an Order with or through us. delivery of the relevant Instrument or otherwise

15.2 Unless otherwise agreed by us in writing, you undertake to make the appropriate payments in connection with your trading activities or your Account on or before the date you have placed an Order with or through us.

15.3 Where a Transaction does not settle on the due date for settlement, we may, in our sole and absolute discretion, provisionally credit and debit the Account on such due date of settlement as if the Transaction had settled on that date (contractual settlement). We may, however, at any time in our sole and absolute discretion reverse any such provisional debits and credits.

15.4 You hereby agree that you will confirm all payments made to us by providing details of such payments as required by us (whether wire transfer details or SWIFT or otherwise).

16. MARGIN

16.1 As a condition of entering into a Transaction, we may, in our sole and absolute discretion, require you to deposit Margin as security for payment of any losses incurred by you in respect of any Transaction. You must satisfy any and all Margin Requirements immediately as a condition to entering into any Transaction and we may decline to enter into a Transaction if you do not have sufficient funds in your Account to satisfy the Margin Requirement for that Transaction at the time the relevant Order is placed.

16.2 You agree that we will be entitled to assign such value to the Margin Requirements as we, in our sole and absolute discretion, will determine. In setting your Margin Requirements, we will take into consideration multiple factors including your account balance, your trading history and patterns, your trading style, your trading experience, the potential volatility of the Instruments you are trading, the historical volatility of the Instruments you are trading, etc. You agree that even if we have previously applied Margin Requirements to you at a specified level, it does not preclude us from raising or lowering your Margin Requirements at any time and on reasonable notice to you.

16.3 Our Margin Requirements for different types of Instruments are displayed on our Website. However, we may notify you of Margin Requirements through alternative means. We reserve the right to determine specific Margin Requirements for individual Transactions and for each of our customers including you. We also reserve the right to modify Margin Requirements

16.4 You may access details of Margin amounts which are paid by you or due to us by logging into the System or by calling a Sales Trader. In extreme market conditions, we have discretion to close out your positions mandatorily without a Margin Call Warning being made to you. You therefore undertake that you will monitor market conditions and reassess your ability to maintain your Open Positions. Further, you agree that

- A. It is your responsibility to understand how your Margin Requirements are calculated;
- B. B. you are responsible for monitoring and paying the Margin required at all times for all Transactions; and

C. your obligation to pay Margin will exist whether or not we contact you regarding any outstanding Margin obligation

16.5 You have a continuing obligation to ensure that your Account balance is equal to or greater than the Margin Requirements for all of your Open Positions. You undertake that you will maintain in your Account, at all times, sufficient Margin to meet your Margin Requirements. If you believe that you cannot or will not be able to meet your Margin Requirement, you should reduce your Open Positions or transfer adequate Margin to your Account to satisfy your Margin Requirements.

16.6 Where there is any shortfall between your Account balance and your Margin Requirement for your Open Positions, we may in our sole and absolute discretion choose to close or terminate, replace or reverse one, several, or all of your Orders (including pending Orders) and/or Transactions (including your Open Positions), and take, or refrain from taking, such other action at any time or manner as we, at our sole and absolute discretion, deem appropriate to cover, reduce or eliminate our Liability under or in respect of any of your Orders or Transactions.

16.7 Where you are near breach or in breach of any Margin Requirements, we may make a Margin Call Warning in accordance with these Terms. You agree that:

- A. we are not obliged to make a Margin Call Warning to you;
- B. where we elect to make a Margin Call Warning, we may make the Margin Call Warning at any time through the System or any other means as determined by us from time to time. For this reason, you should keep us regularly apprised of changes in your contact details. We will not be liable for any failure to contact you with respect to a Margin Call Warning where you have not provided up to date contact details to us;
- C. should we make a Margin Call Warning, the terms and conditions of the Margin Call Warning will be detailed within such warning and we reserve the right to change the terms and conditions of any Margin Call Warning based on market conditions;
- D. even if we have made a Margin Call Warning to you, this does not oblige us to take any liquidation action in accordance with Clause 16.6 (whether due to changes in market conditions or otherwise). Further, you agree that we are entitled to delay the cancellation of your Orders (including pending Orders) and/or the liquidation of your Transactions (including your Open Positions) to a later date and at the conditions (including price, level, rate) to be determined by us in our sole and absolute discretion; and
- E. we will not be limited or restricted by the content of any Margin Call Warning if or where made. We will be deemed to have made a Margin Call Warning if we notify you electronically via the System.

16.8 You may satisfy your Margin Requirement and/or a Margin Call Warning by providing Margin in any form acceptable to us.

16.9 Margin will not be required where we have expressly agreed to reduce or waive all or part of your Margin Requirement. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing by us (including by email) and will not limit, fetter or restrict in any way our right to seek further Margin from you.

17. Where you have opened more than one Account with us or any member of the Formax Group, we are entitled, in our sole and absolute discretion and on reasonable notice to you, to transfer funds, assets, collateral or security from one Account to another to satisfy Margin Requirements even if such transfer will necessitate the closing of Open Positions or the cancellation of Orders on the Account from which the transfer takes place.

18. SECURITY

18.1 As a continuing security for the performance of all of your Secured Obligations, you hereby grant us a first and fixed security interest with full title transfer in all funds, collateral or assets now or in the future provided by you to us ("Security Assets")

18.2 You agree to execute all documents and to take such further steps as we may reasonably require to perfect our security interest over the Security Assets

18.3 You may not withdraw or substitute any property subject to our security interest without our consent.

18.4 You undertake neither to create nor to have any outstanding security interest whatsoever over, nor to agree to assign or transfer, any of the Custody Assets transferred to us, except a security interest routinely imposed on all securities in a clearing system in which such securities may be held.

19. NETTING AND SET OFF

19.1 It is agreed between us that all transactions between you and us, whether under these Terms or any other agreement, shall be mutual dealings and part of a single, indivisible, contractual and business relationship notwithstanding that the relevant transactions may be governed by different documentation

19.2 Without prejudice to our right to require payment from you in accordance with these Terms, we will have the right at any time to set-off any Losses incurred by us in connection with your Account or your trading activities against:

A. your Account;

B. any funds, monies or investment of any kind which we may owe you whether under these Terms or under any other contractual arrangements which you may have with us.

19.3 If any Loss or debit balance exceeds all amounts so held, you must immediately pay such excess to us whether demanded or not. You also authorise us to set-off sums held by us for or to your credit in a joint account against Losses incurred by such joint account.

19.4 If an obligation cannot be reasonably ascertained, we may in good faith estimate that obligation and set-off in respect of that estimate.

20. CLIENT MONEY

20.1 We will promptly place any money held on your behalf into a client money bank account opened at an approved bank in accordance with FCA rules.

20.2 On occasions, it may be necessary or appropriate for your money to be held in a client bank account at an approved bank outside the United Kingdom or for it to be passed to an intermediate broker, settlement agent or OTC counterparty located in a jurisdiction outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to that entity will be different from that of the United Kingdom and in the event of a failure of any such party, your money may be treated in a different manner from that which would apply if the money was held by such party in the United Kingdom.

20.3 We will only allow a third party to hold or control your money if we transfer your money for the purposes of a transaction for you with or through such third party or to meet your obligation to provide collateral for a transaction.

20.4 Unless we otherwise agreed in writing, you agree that we will not pay you interest on any funds provided to us and you expressly waive any entitlement to interest.

20.5 On occasion, we will receive deposits or payments into our accounts that cannot be allocated to any particular customer following reasonable attempts to do so. This may occur (in addition to other reasons) where customers transfer funds to us for deposit but fail to follow stated procedures or to include relevant account references. Where this occurs, we will hold the funds in a suspense account and make reasonable efforts to determine who the funds belong to. If we cannot allocate the funds after a reasonable period of time, we will attempt to return the funds to the bank or source of transfer. You are therefore urged to follow stated deposit procedures and review your Account when transferring funds to us to ensure all funds are appropriately allocated.

20.6 You agree that we may cease to treat any money held on your behalf as client money and, accordingly, release it from our client bank accounts, if there has been no movement on your Account for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and we have been unable to contact you. Such money will, however, remain owing to you and we will make and retain records of all balances released from client bank accounts and will undertake to make good any valid claims against any released balances.

21. TAX

21.1 We will not provide you with any advice on tax issues related to any services. You are advised to obtain individual and independent counsel from your financial advisor, auditor or legal counsel with respect to tax implications of the respective services.

21.2 You are responsible for the payment of all taxes that may arise in relation to your Transactions.

22. CONFLICTS OF INTEREST

22.1 We or a member of the Formax Group may have an interest or relationship which conflicts with your interests or our duties to you. We have established and implemented a conflicts of interest policy (which may be revised and updated from time to time) pursuant to FCA rules, which sets out how we must seek to identify and manage all material conflicts of interest.

22.2 Depending on the exact nature of the conflict of interest, we may take certain actions in accordance with our conflicts of interest policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. If a material conflict arises and we are unable to satisfactorily mitigate the risk, we may manage such conflict by disclosing the interest to you.

23. SERVICE PROVIDERS

23.1 You may utilise any third party trading system, course, program, software or trading application offered by a Service Provider to provide you with trading programs, signals, information, risk management, hosting services or other trading assistance. If so, we will not be responsible for any agreement made between you and your Service Provider, or lack thereof. You accept that any such Service Provider will either be acting as an independent intermediary or an agent for you and that your Service Provider is not an agent or employee of Formax Prime Capital (UK) Limited or any member of the Formax Group. You further accept that your Service Provider is not authorised to make any representation relating to us or our Services.

23.2 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from a Service Provider. Moreover, we do not endorse or vouch for any product or service provided by a Service Provider. Since the Service Provider is not an agent or employee of Formax Prime Capital (UK) Limited or any member of the Formax Group, it is your responsibility to properly evaluate the Service Provider before engaging its services.

23.3 You accept that the Service Provider appointed by you may be able to place Orders on your behalf in your Account (for example where you are using a trading signal or risk management program which places Orders on your behalf automatically without requesting your prior consent to specific or bulk Orders). Any such Service Provider may have access to your personal information held with us including your trading activity.

23.4 You are using the services and products offered by Service Providers at your own risk. You are solely responsible for assessing the suitability and appropriateness of such services and products to your needs and experience. Accordingly, you agree that:

- A. we do not support, maintain, or service any product offered by Service Providers or installed or used in conjunction with the System
- B. we disclaim all responsibility for connection speed, efficiency, availability, and malfunctions between any Service Provider and the System. Further, we disclaim all responsibility and shall not be liable for any damages which you may suffer, including loss of funds, data or service interruptions as a result of using services and products offered by Service Providers;

- C. we have no obligation to review any past or actual performance results published by Service Providers, nor the potential for these results to be achieved. Further, we make no warranty or representation that any indications of past or future performance provided by Service Providers can be, will be, or would have been, achieved; and
- D. we make no warranty or representation as to the suitability for you to use Service Providers, or to the quality or completeness of any information (facts, analysis, recommendations or other opinions) provided to you by Service Providers.

23.5 The provisions of the foregoing Clauses 23.3 shall apply irrespective of whether or not we or any member of the Formax Group offer, refer or promote a Service Provider.

23.6 By installing, accessing or otherwise utilising services or products offered by Service Providers in conjunction with your trading activity using the System, including but not limited to any charts, signals, analytical tools or reports provided by such applications, you accept our disclaimer of liability contained herein.

24. INTRODUCING BROKERS

24.1 If you have been referred to us through an Introducing Broker, we will not be responsible for any agreement made between you and your Introducing Broker, or lack thereof. You accept that any such Introducing Broker will either be acting as an independent intermediary or an agent for you and that your Introducing Broker is wholly separate and independent from the Formax Group and is not an agent, associate or employee of Formax Prime Capital (UK) Limited or any member of the Formax Group. You further agree that your Introducing Broker is not authorised to make any representation relating to us or our services.

24.2 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from an Introducing Broker. Since the Introducing Broker is not an agent or employee of Formax Prime Capital (UK) or any member of the Formax Group, it is your responsibility to properly evaluate an Introducing Broker before engaging its services.

24.3 You are specifically made aware that your agreement with your Introducing Broker may result in additional costs for you as:

- A. we may pay one-off or regularly scheduled fees or commissions to such person or entity from your Account or by us directly; and
- B. where you and your Introducing Broker agree to compensation on a per-trade basis depending on your trading activity, such compensation to the Introducing Broker may be in the form of a commission and/or require you to incur a mark-up, above and beyond the ordinary spread provided by us. Such compensation may be paid to the Introducing Broker from your Account or by us directly.

24.4 You accept that frequent transactions may result in a sum of total commissions, fees or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. It is yours and the Introducing Broker's responsibility for correctly assessing whether the size of the total commissions, fees or charges for trades conducted and paid from your Account is commercially viable. We only act as Principal, and therefore are not responsible for the size of the commissions, fees or charges paid by you to your Introducing Broker.

24.5 You agree that the Introducing Broker will have access to your personal information held by us including your trading activity. You further accept that your Introducing Broker may have been introduced to us by a third party who may be compensated based on your introduction to us or on your trading history. Where this occurs, you agree that the third party who introduced your Introducing Broker will have access to your personal information held by us including your trading activity.

24.6 Subject to applicable law, any commissions, fees or charges may be shared between us, the Introducing Broker and third parties.

25. THIRD PARTY ACCOUNT MANAGERS

- 25.1** You may appoint a third party, selected by you, to manage and operate your Account in his capacity of agent or attorney. If so, we will not be responsible for any agreement made between you and your Account Manager, or lack thereof. You agree that any such Account Manager will either be acting as an independent intermediary or as an agent for you and is wholly separate and independent from the Formax Group. We hereby notify you and you hereby accept that your Account Manager is not an employee, agent or representative of Formax Prime Capital (UK) Limited or any member of the Formax Group and further that your Account Manager does not have any power or authority to act on behalf of Formax Prime Capital (UK) Limited or any member of the Formax Group or to bind Formax Prime Capital (UK) Limited or any member of the Formax Group in any way.
- 25.2** We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from your Account Manager. Moreover, we do not endorse or vouch for any product or service provided by your Account Manager. Since your Account Manager is not an agent or employee of Formax Prime Capital (UK) Limited or any member of the Formax Group it is your responsibility to properly evaluate your Account Manager before engaging its services.
- 25.3** You accept that we do not assess or evaluate in any way the ability, experience, expertise, or fitness and propriety of any person or entity to act or serve in the capacity of an Account Manager. You further accept that we are under no obligation to review or monitor any action or inaction made by your Account Manager to your Account or to provide you with notice of the same.
- 25.4** Where you wish to have your Account managed by an Account Manager, you must submit to us a Limited Power of Attorney executed by you and your Account Manager in a form acceptable to us. We may, in our sole and absolute discretion, provide you with a standard acceptable form which you may use as a starting document to include the terms of your agreement with your Account Manager and of your Instructions to us in respect of our dealings with your Account Manager on your behalf.
- 25.5** We reserve the right, at any time and in our sole and absolute discretion, to require you to manage and operate your Account. This would require you to revoke the authorisation granted to your Account Manager and take all actions on your Account yourself. Where we so require, we will notify you and your Account Manager of our decision specifying our reasons for requiring you to trade your Account. You acknowledge that you will remain liable for all Instructions given to us prior to the revocation being effective and that you will be responsible for any losses which may arise in connection with the activities of your Account Manager.
- 25.6** If you wish to revoke or amend any power granted to your Account Manager under the Limited Power of Attorney, you must provide us with written notice of such intention. Any such notice shall become effective once confirmed by us which shall occur within two Business Days of Formax Prime Capital (UK) Limited receiving such written notice. You accept that you will remain liable for all Instructions given to us prior to the revocation/variation being effective and that you will be responsible for any losses which may arise in connection with the activities of your Account Manager.
- 25.7** We may refuse to accept instructions from the Account Manager in relation to the Account on a one-off or ongoing basis:
- 25.8** Under no circumstances will we allow your Account Manager to transfer any or all your funds outside of your Accounts with us. Furthermore, we will not accept a request from the Account Manager to transfer funds into your accounts with us from a source other than any of those Accounts.
- 25.9** By submitting a Limited Power of Attorney to us, you:
- A. authorise us to accept all Instructions given to us by your Account Manager, whether orally or in writing, in relation to your Account. We will not be obliged to make any enquiry of you or of any other person before acting on such Instructions;
 - B. authorise us to communicate with your Account Manager directly regarding your Account;
 - C. represent to us that your Account Manager has all requisite power and authority and appropriate regulatory or governmental consents (if applicable), to give and receive all Instructions, notices, requests, demands or other

communications (including providing us with Instructions related to any position rolls, exercises, assignments and deliveries on your behalf; and

- D. consent to and authorise us to disclose to your Account Manager all information that we hold in relation to you and your Account, including personal information that we hold in relation to you.

25.10 You agree to reimburse us and for any loss, damage or expense incurred by us as a result of:

- A. us acting on Instructions of your Account Manager where we reasonably believe that your Account Manager is acting in accordance with the terms of the Limited Power of Attorney;
- B. the Account Manager acting in breach of the terms of your agreement with him; or
- C. any action or inaction of the Account Manager.

25.11 You acknowledge and accept that, in providing the System to your Account Manager, we have the right but not the obligation to set limits, controls, parameters and/or other controls on your Account Manager's ability to use the System. You accept that if we choose not to place any such limits or controls on your Account Manager's trading, we will not exercise oversight or control over Instructions given by your Account Manager and you accept full responsibility and liability for your Account Manager's actions in such circumstances.

25.12 You acknowledge and accept that frequent transactions may result in a sum of total commissions, fees or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. It is your and your Account Manager's responsibility for correctly assessing whether the size of the total commissions, fees or charges for trades conducted and paid from your Account is commercially viable. We only act as Principal, and therefore are not responsible for the size of the commissions, fees or charges paid by you to your Account Manager.

25.13 It is possible that your Account Manager may have been introduced to us by a third party who may be compensated based on your introduction to us or on your trading history. Where this occurs, you agree that the third party who introduced your Account Manager will have access to your personal information held by us including your trading activity.

25.14 Subject to applicable law, any commissions, fees or charges may be shared between us, your Account Manager and third parties.

26. SUITABILITY AND APPROPRIATENESS

26.1 As set out at Clause 5.1, we will provide you with execution-only services under these Terms. We will execute Orders and Transactions based on your request without further involvement from us. We will not provide you with any recommendation or advice in respect of any products or services offered by us.

26.2 For certain types of investment (broadly complex rather than non-complex) when we receive Instructions to deal on an execution-only basis we are required under FCA rules to assess the appropriateness of such transactions with reference to your knowledge, experience and understanding of the risks involved. Should we lack sufficient information to make this assessment we reserve the right not to act on Instructions received from you. If we consider that (with regard to the information we hold about you) a proposed transaction is inappropriate, we shall warn you of this. If you wish to proceed with the transaction after having been given this warning, you shall be solely responsible for that decision.

26.3 You understand and agree that we will rely on your statements in the Application for Opening a Margin Trading Account as well as on the representations and undertakings made by you under Clause 27 below. Accordingly, when giving Orders or other Instructions to us, you must rely upon your own judgment. We highly recommend that you seek independent advice from a qualified investment adviser.

27. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

27.1 Representations and warranties are personal statements contractually binding assurances given by you to us which we rely on when dealing with you. You make the following representations and warranties at the time you enter into these Terms and on a continuing basis particularly every time you enter into a Transaction or give us an Instruction:

- A. where you are a natural person, you are of sound mind, and over 18 years old;
- B. you have all necessary authority, powers, consents, licenses, approvals and authorisations, and have taken all necessary action to enable you, lawfully, to enter into and perform these Terms, Orders and Transactions, to grant the security interests and powers referred to in these Terms, to instruct us to execute or arrange any such Orders or Transactions and to perform all your obligations herein;
- C. you are aware that you may sustain a total loss of all funds deposited with us for trading purposes in connection with the services as well as any other, and possibly additional, funds resulting from Transactions;
- D. you have made your own independent decisions to enter into these Terms and each Transaction and as to whether these Terms and each Transaction is appropriate for you based upon your own judgment and advice from such advisers as you deem necessary;
- E. the persons entering into these Terms and each Transaction or placing each Order on your behalf are duly authorised to do so;
- F. you retain full responsibility for making all investment and trading decisions. You are not relying on any communication (written or oral) from Formax Prime Capital (UK) Limited or its employees or representatives as investment advice or as a recommendation to enter into these Terms or any Transaction, it being understood that information and explanations related to the terms and conditions of these Terms or a Transaction will not be considered to be investment advice or a recommendation
- G. you have received a copy of the Risk Warnings and have read the risk disclosures contained therein;
- H. these Terms as well as each Transaction and the obligations created under them are binding upon you and enforceable against you;
- I. execution, delivery and performance of these Terms and any other contracts by which you are bound pursuant to these Terms does not violate or conflict with any laws or regulations applicable to you and your use of the services will comply with all Applicable Laws, rules and regulations, policies, practices and requirements of securities and futures exchanges and associations, alternative trading facilities, clearing houses and regulatory or self-regulatory organisations, and the policies and procedures (whether stated orally or in writing) applicable to you, the investments and these Terms as applicable from time to time;
- J. except where we have agreed otherwise in writing, you act as Principal and are not acting as any other person's agent or representative;
- K. any information that you have provided or will provide (including such information as we may reasonably request in writing concerning you and your use of the services) is complete, accurate and not misleading in any respect;
- L. any information which you have provided or will provide to us in respect of your financial position or other matters is accurate and not misleading in any material respect, and you will promptly notify us of any changes to the information given;
- M. you will endeavour to have consistent and uninterrupted access to internet service and any email address provided in your Account opening documentation;
- N. funds, investments or other assets supplied by you for any purpose shall, subject to the Terms, at all times be free from any charge, security interest, pledge or encumbrance and shall be beneficially owned by you, unless otherwise allowed by these Terms;

- O. no Event of Default or potential Event of Default with respect to you has occurred and is continuing, and no such event or circumstance will occur as a result of entering into or performing obligations under these Terms;
- P. you are now and will remain at all times in compliance with all applicable legislation relating to anti-money laundering. We are required to follow anti-money laundering legislation in connection with you and your Account and, if satisfactory evidence of identity has not been received by us within a reasonable time period, we reserve the right to suspend or terminate your Account.

27.2 An Undertaking is a contractually binding promise to affirmatively do something. You undertake to us, on a continuing basis, that for the duration of these Terms and/or for as long as you have an Account with us:

- A. you will consult the Website regularly in order to receive updates to the Risk Warning;
- B. upon our request, you will promptly provide us with such information as is necessary for us to perform our obligations under Applicable Law;
- C. you will use all reasonable steps to comply with all laws and regulations applicable to you;
- D. you will promptly notify us of any change to the details supplied by you during the account opening process, including in particular any change of address, any such occasions where you move to another territory or country, and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you;
- E. upon demand, you will provide us with all information, and access to your books and records (including without limitation, your electronic records), which we may reasonably require from time to time;
- F. you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred to us or to whomever we may direct in sufficient time on or before the contractual settlement date to enable us to settle the Transaction in accordance with market requirements;
- G. you will at all times obtain, comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations referred to in this Clause 27;
- H. you will promptly notify us of the occurrence of any Event of Default or potential Event of Default with respect to you or any member of your group
- I. there is not nor will you create or permit to be outstanding any mortgage, pledge, security interest or other charge or encumbrance, or any other interest having the same economic effect over or in respect of funds, investments or other assets supplied by you for any purpose; and
- J. you will not use the services offered by us to effect Transactions in securities of which any one of you, your affiliates, is the issuer.

28. DEFAULT AND DEFAULT REMEDIES

28.1 The following events (and each event separately) will constitute an Event of Default:

- A. if we have reasonable grounds to believe that you are in material breach of any of your obligations to us or any member of the Formax Group whether under these Terms or under any other agreement;
- B. where you are a natural person, if you die or become of unsound mind;
- C. an Act of Insolvency occurring in respect of you or any of your affiliate(s). For the purpose of this Clause only, affiliates mean, any entity controlled, directly or indirectly, by you or that directly or indirectly controls you, whereby controlling means ownership of a majority of the voting power of either you or the entity you are controlling;

- D. if you are unable to pay your debts as they fall due or are bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to you;
- E. we consider, in our sole and absolute discretion, that your creditworthiness is materially weaker, immediately following any of the following designated events: (a) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all your assets (or any substantial part of the assets comprising the business conducted by you) to, or reorganise, reincorporate or reconstitute into or as, another person; (b) any person or group of persons (whether in one or more related transactions) acquires a beneficial ownership in your business; or (c) any person or group of persons (whether in one or more related transactions) is granted directly or indirectly through contractual arrangements a substantial influence over your business.
- F. any event which we reasonably consider could result in the continuation of these terms causing a violation of any laws, applicable regulations, or good standard of market practice;
- G. any representations or warranties made by you being incorrect, untrue or ceasing to be true in any material respect when made or repeated or deemed to have been made or repeated or any undertaking made by you where such undertaking fails to be met;
- H. an admission by you that you are unable to, or intend not to, perform any of your obligations under these Terms; or
- I. the occurrence of an event of default, termination event or other similar event (howsoever described) under any agreement between you and us.

29. FORCE MAJEURE

29.1 "Force majeure" any event which is beyond the reasonable control of a party and which renders the performance of all or part of the obligations of such party to be virtually impossible or economically impracticable.

29.2 Neither party will be liable for any Losses resulting from any failure to perform their obligations hereunder to the extent that such failure to perform was, directly or indirectly, caused by a Force Majeure Event,

29.3 Upon the occurrence of a Force Majeure Event, we will use commercially reasonable efforts to provide the services. We will, if practically possible, give you written notice that a Force Majeure Event has occurred. Upon occurrence of a Force Majeure Event, all of our obligations under these Terms will be immediately suspended for the duration of such Force Majeure Event. Additionally, you agree that given the circumstance we may take any one or more of the following steps:

- A. alter normal trading times;
- B. alter the Margin Requirements;
- C. close any or all Open Positions, cancel Instructions and Orders as we deem to be appropriate in the circumstances; and/or
- D. take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to your positions and the positions of our other customers.

30. MANIFEST ERRORS

30.1 A "Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely which is not indicative of fair market value at the time an Order is placed. A Manifest Error could include but is not limited to, inaccurate third party or liquidity provider data or pricing, a mistype of a quote, an erroneous quote or misquote provided by a Sales Trader or a System due to the failure of any software or hardware, whether given by telephone and/or other electronic means. When determining whether a situation amounts to a Manifest Error, we may take into consideration all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.

30.2 We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any Loss) will not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

- A. amend the details of relevant Transactions to reflect a price which is on or near the prevailing market prices, which will be determined by us in our sole and absolute discretion, acting in good faith, to be the correct or fair terms of such Transaction absent such Manifest Errors;
- B. if you do not promptly agree to any amendment made under (a) herein, void from its inception any Transaction resulting from or deriving from a Manifest Error or close or liquidate the Transaction or any Open Position resulting from such Transaction; and/or
- C. refrain from taking and refuse to take any action at all to amend the details of such a Transaction or to void, terminate, close or liquidate such Transaction.

30.3 We shall not be liable to you for any Losses resulting from a Manifest Error or any action which we take or refrain from taking in relation to a Transaction notwithstanding any Manifest Error, except to the extent caused by our own fraud, wilful default or negligence.

31. ABUSIVE TRADING STRATEGIES

31.1 Abusive Trading Strategies may or may not be caused by the person benefiting from them. Abusive Trading Strategies are generally used by persons who are experts in trading. They include practices (without limitation) such as attacking the System in order to create and abuse price latency opportunities, internet or System connectivity, trading instruments which are clearly misquoted (arbitrage).

31.2 You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any Order or other Instruction that you will not use Abusive Trading Strategies on the System. Given the grave nature of Abusive Trading Strategies, you agree that we may, at our sole and absolute discretion, revoke Transactions resulting from Abusive Trading Strategies without prior notice to you and regardless of whether such revocation would result in Losses in your Account or would cause you to breach your Margin Requirements. We reserve the right to take all necessary steps including making corrections or adjustments on your Account without prior notice for example, any Transaction placed through the System which relies on price latency or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated or voided at any time, without prior notice, at our sole and absolute discretion. In addition, where such circumstances exist, you understand and agree that we shall not remit payments to or process withdrawal requests from you until the appropriate corrections are made to our satisfaction. When determining whether a situation amounts to an Abusive Trading Strategy, we may take into consideration all information in our possession including, without limitation, information concerning relevant market conditions and errors in the System.

31.3 We will not be liable to you for any loss, cost, claim, demand or expense you may suffer resulting from any action we take in connection with addressing your Abusive Trading Strategies or any action which we take or refrain from taking in relation to Transactions resulting from your Abusive Trading Strategies, except to the extent caused by our own fraud, wilful default or negligence.

32. MARKET ABUSE

32.1 When we execute a Transaction on your behalf, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant Instrument. The result is that when you enter into Transactions with us, your Transactions can have an impact on the external market for that instrument in addition to the impact it might have on our price. This creates a possibility of market abuse and the purpose of this Clause is to prevent such abuse.

32.2 You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any Order or other Instruction that you will not place and have not placed an Order or entered into a Transaction that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct.

32.3 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Transaction or Instruction which would be deemed to constitute market abuse. You may also be required to make appropriate disclosures and you undertake that you will do so where so required

33. EXCLUSIONS LIMITATION OF LIABILITY AND REIMBURSEMENT

33.1 Without limitation, we will not be responsible or liable:

- A. for the performance or profitability of your Account or any part thereof;
- B. for any actions we may take pursuant to our rights under these Terms;
- C. for any losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders or the execution of Transactions;
- D. for any adverse tax implications of any Transaction whatsoever;
- E. by reason of any delay or change in market conditions before any particular Order is executed; and
- F. for communication failures (including telecommunication network failures), distortions or delays whether in connection with the System, your Account or otherwise which are not attributable to the failure of our technology

33.2 You agree to reimburse and hold us harmless for any and all Losses arising out of any act or omission on your part, the part of any persons authorised by you from time to time or any persons who we reasonably believe to be acting with authority on your behalf which we may incur in connection with:

- A. the provision of services or products to you in connection with these Terms;
- B. any of your Accounts or any Transaction;
- C. as a result of any misrepresentation by you or any violation by you of your obligations under these Terms & Conditions (including any Transaction); or
- D. as the result of the enforcement of our rights under these Terms or any Applicable Law;

except in each case to the extent where any such Losses arise as a result of our negligence, wilful misconduct or fraud.

33.3 Nothing in these Terms is intended to have, or has, the effect of excluding or restricting our duties or liabilities to you under the Financial Services and Markets Act 2000 or the regulatory system.

34. REIMBURSEMENT

34.1 You will reimburse us on demand in respect of all liabilities, Losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of:

- A. any failure by you to perform any of your obligations under these Terms;
- B. your use of programmable trading systems, whether built by you or by any third party and executed on or using the System; and
- C. any act or omission by any person having access to your Account, by using your designated Account number and/or password if you authorized such access.

34.2 To the extent you use or used the System for a commercial purpose and entered Orders or Transactions for the account of your customers, you will, on demand, reimburse, protect and hold us harmless from and against all Liabilities resulting from or arising out of claims raised by your customers. This Clause shall not be affected by the termination of these Terms.

35. AMENDMENTS

35.1 We may amend these Terms and any arrangements made hereunder at any time by written notice to you, which may include sending an e-mail to you or publishing the amendments on our Website. Any such amendment will come into effect on the date specified by us which will, in most cases, be at least 30 calendar days from the date of our amendment notice. You will be deemed to be bound by the terms of such amendment or change on the earlier of: (a) thirty (30) calendar days after we have e-mailed you or placed the amendment on our Website; or (b) the date you place an Order (other than a liquidating order) via the System.

35.2 If you choose to object to amendments to these Terms or any arrangements made hereunder, you must:

- A. notify us in writing (in accordance with the details set out in the amendment notice) within 30 calendar days of the date of the amendment notice;
- B. close all your Open Positions;
- C. withdraw all funds remaining to the credit of your Account after closing all your Open Positions; and
- D. close your Account.

If you do not complete the above by closing your Account, you will be deemed to have accepted the amended Terms and will be bound by them thirty (30) calendar days after we have e-mailed you or published notice of such amendment to the Website.

35.3 Any amended to these Terms will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the amended Terms comes into effect.

36. SUSPENSION AND TERMINATION

36.1 You may terminate these Terms immediately by giving written notice to us. You agree that at any time after the termination of these Terms, we may, on reasonable notice to you, close out any or all of your Open Positions.

36.2 We may suspend or terminate these Terms and/or your Account by giving thirty (30) calendar days written notice to you for any reason.

36.3 Upon termination of these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

- A. all outstanding fees, charges and commissions;
- B. any expenses incurred by terminating these Terms; and
- C. any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

36.4 Termination of these Terms will not affect any rights or obligations, which may already have arisen between us and you. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on or after such termination

36.5 If termination occurs, we will, as soon as reasonably practicable and subject to these Terms, deliver to you any funds or investments in your Account(s) subject to any applicable charges and rights of set-off. A final statement will be issued to you where appropriate.

36.6 The provisions of this Clause will not prevent us from exercising any of our rights to terminate or suspend these Terms as provided elsewhere in these Terms.

36.7 Notwithstanding our general power to terminate these Terms pursuant to Clause 36.2 above, we shall be entitled to terminate these Terms without further notice to you where our reasonable attempts to communicate with you using your last known contact details have remained unsuccessful for 45 calendar days. Where we terminate these Terms pursuant to this Clause, we shall be entitled to sell or redeem your Investments, to set-off the proceeds against any amounts owed to us or its subsidiaries or affiliates, and to issue a demand draft for the amount of any remaining funds which may be retained at our relevant branch for your collection.

37. JOINT ACCOUNTS

37.1 Where we enter into these Terms with more than one person as joint account holders, (except where we have agreed otherwise in writing):

- A. all joint account holders will be considered a client and their obligations and liabilities under these Terms are joint and several (which means, for instance, that any one person can withdraw the entire balance of the Account, and in the case of a debit balance or debt owed by the client to us, each account holder is responsible for the repayment of the entire balance and not just a share of it);
- B. each joint account holder will have authority on behalf of all of the joint account holders to deal with us as fully and completely as if each was the sole holder of the Account, all without notice to the other joint account holder(s). In particular, each joint account holder will have full authority on behalf of the others to give or receive any Instruction, notice, request or acknowledgement without notice to the others, including an Instruction to liquidate and/or withdraw investments from the Account and/or close the Account;
- C. we may in our sole and absolute discretion, require an Instruction, request or demand to be given by all joint account holders before we take any action for any reason or no reason whatsoever;
- D. each joint account holder person may give us an effective and final discharge in respect of any obligations under these Terms or in connection with these Terms;
- E. each joint account holder which is a juristic person authorises us, upon its dissolution, to treat the survivor(s) as the only party(ies) to these Terms and the only account holder(s) and agrees (for itself and its estate, representatives and successors) to reimburse us for any Losses we may incur by so doing. We will nevertheless be entitled at our sole and absolute discretion to require evidence of such survivor's authority to deal with the Account. These Terms will remain in full force between us and the surviving joint account holder(s).

38. IN THE EVENT OF DEATH

38.1 Where you are a natural person, in the event of your death, any person(s) purporting to be your legal personal representative(s) or surviving joint account holder must provide us with formal notice of your death in a form acceptable to us, including but not limited to, the provision of an original death certificate in physical form.

38.2 Upon the receipt and acceptance of your death certificate, we will treat your death as an Event of Default allowing us to exercise any of our rights including but not limited to closing any and all Open Positions within your Account. These Terms will continue to bind your estate until terminated by your legal personal representative or by us.

38.3 A person shall not be proven to be your legal personal representative until we receive the appropriate legal documentation. Once we receive such documentation, we will accept and execute written Instructions from your legal representative(s). We will only accept Instructions that aim to wind-down and/or close your Account. Where we have not received any Instructions after six months following receipt of your death certificate, we may, in our sole and absolute discretion (but shall not be obliged to), re-register your holdings into the name of your legal representative, re-materialise any electronic holdings and send such holdings in certificated form to the registered correspondence address for your estate, subject to appropriate charges.

38.4 Any applicable charges as detailed in the Schedule of Charges will still be charged until the Account is closed.

38.5 Notwithstanding anything in these Terms, if the Agreement is not terminated within two years after the date of your death, we may take such action as we consider appropriate to close your Account. Your estate or your legal representative(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, wilful default or fraud.

39. NOTICES AND COMMUNICATION WITH THE CLIENT

39.1 We may notify, instruct, or communicate with you by letter, email, phone, SMS, or by posting a message on our System or on our Website www.formaxmarket.co.uk, and you agree that we may contact you through any of these mediums at any time. We will use the address, or email address specified in your Account opening documentation or such other address (physical or electronic) or number (fax) as you may subsequently provide us

39.2 You will be deemed to have agreed with the content of any notice, Instruction or other communication (except confirmations of Transactions, Account Statements, and Margin Call Warnings) unless you notify us to the contrary in writing within thirty (30) calendar days of the date on which you are deemed to have received it in accordance with Clause 39.3.

39.3 Any notice, Instruction or other communication will be deemed to have been properly given by one party:

- A. if hand delivered, when left at the other party's last known address
- B. if sent by pre-paid first class post to the other party's last known address, on the next Business Day after being deposited in the post
- C. if sent by email, immediately after the email is sent providing the party does not receive confirmation of a failed delivery from the relevant email provider; and/or
- D. if published on our Website or System, as soon as it has been published.

39.4 You are responsible for reading all notices published on our Website and System in a timely manner.

39.5 You may notify us by letter, fax, or email, each of which shall constitute written notice. You will use our registered address, fax number, or email address specified by us from time to time in accordance with any notice requirement

39.6 We shall communicate with one another in English. We or third parties may have provided you with translations of these Terms. The original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the original English version provided by us shall prevail.

39.7 We will not be liable for any delays you may face in receiving any communication once dispatched by us, except where the delay is caused by our wilful default, fraud or negligence.

39.8 You agree that any and all conversations between you and us or any member of the Formax Group, may, at our option and sole and absolute discretion, be recorded electronically with or without the use of an automatic tone warning device. You agree that we may use such recordings or transcripts from such recordings as evidence in any dispute or anticipated dispute between you and us.

40. INTELLECTUAL PROPERTY

40.1 Our Website, System, Secure Access Website and any and all information or materials that we may supply or make available to you (including any software which forms part of those items) are and will remain our property or that of our service providers. Such service providers may include providers of real-time price data to us. In addition:

- A. all copyrights, trademarks, design rights and other intellectual property rights in those items are and will remain our property (or those of third parties whose intellectual property we use in relation to products and services we provide for your Account);
- B. we supply or make them available to you on the basis that: (i) we can also supply and make them available to other persons; and (ii) we may cease providing them at our sole and absolute discretion or if our service providers require us to do so;
- C. you must not supply all or part of them to anyone else and you must not copy all or any part of them;
- D. you must not delete, obscure or tamper with copyright or other proprietary notices we may have put on any of those items; and/or
- E. you must only use these items for the operation of your Account in accordance with these Terms

41. CONFIDENTIALITY

41.1 We will use reasonable endeavours to ensure that all confidential information relating to you and your Account is kept confidential. However, you authorise us to disclose information (confidential or not):

- 41.1.1 to our employees (or employees of our agents, nominees or custodians or other persons appointed by us in relation to your account including members of the Formax Group) on a need-to-know basis;
- 41.1.2 to the FCA and any other regulatory authority, to the extent that they are entitled to the information sought;
- 41.1.3 otherwise as may be required by law, best investment business practice, industry regulations or codes of practice; and
- 41.1.4 in the circumstances described in Clause 42.

42. DATA PROTECTION

42.1 When you provide your personal data you confirm that it is current, accurate and complete. We will use your personal data in accordance with the data protection legislation binding on us.

42.2 You agree that we may check your personal information with other information that you provide or that is held by us about you to verify your identity and we may also carry out credit assessments on you. In doing so, your personal information may necessarily be disclosed to third parties.

42.3 All personal information about you, including sensitive personal information, that we acquire may be stored (by electronic and other means) and used by us in the following ways:

- 42.3.1 to enable us to provide investment services to you (which may include sharing sensitive personal information with the Formax Group);
- 42.3.2 to administer and operate your Account;
- 42.3.3 to respond to requests for information from you;
- 42.3.4 to follow up with you after you request information to see if we can provide any further assistance;
- 42.3.5 to assess any credit limit or other credit decision (and the interest rate, fees and other charges to be applied to your Account);
- 42.3.6 to improve any of our operations / procedures / products and/or services during the terms of the Terms;
- 42.3.7 for statistical and analytical purposes;

- 42.3.8 for our own administrative (including, but not limited to, maintaining our records) and compliance purposes;
- 42.3.9 for crime prevention and detection;
- 42.3.10 to prevent or detect abuses of our services or any of our rights and to enforce or apply these Terms;
- 42.3.11 to contact you to let you know about services and products that we think may be of interest to you and to permit the Formax Group to also contact you to do the same;
- 42.3.12 for administrative reasons we may from time to time carry out or instruct others to carry out certain money laundering checks imposed on us by law required for the prevention and detection of crime, money laundering and international terrorist financing. We may use staff employed by the Formax Group whether in this country or overseas or, if appropriate, we will engage specialist contractors to carry out such work whether here or abroad. In any event, any staff involved in such checks will be specially trained and will not share information about you with any third party unless permitted by law to do so. Such staff will at all times only act in accordance with our instructions and any such checks will be carried out in a secure environment. You hereby agree to the sharing of your personal information in this way for these purposes. Please note that we may use electronic verification services for identification purposes;

42.4 Except where indicated above, we will not provide your personal information to organisations outside of the Formax Group to use for their own marketing purposes without your consent but we may disclose your personal information outside of the Formax Group:

- 42.4.1 to other organisations we may engage to perform, or assist in the performance of, our investment services or to advise us, provided that they will only be given access to your personal information to perform such assistance, services or advice and not for other purposes. We shall endeavour to ensure that any such organization undertakes to adopt appropriate security measures in respect of your personal data;
- 42.4.2 in circumstances in which we may be required or authorised or authorised by law, court order, regulatory or governmental authorities to disclose your personal information.

42.5 We may sometimes transfer your personal information to countries that do not provide the same level of data protection as the United Kingdom. If we intend to do this, then where practical and appropriate, before doing so we will put in place contractual arrangements to ensure the adequate protection of your information and we shall endeavour to ensure that any such contractual arrangements comply with the standards required by the Information Commissioner.

42.6 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorized access and to comply with our legal obligations.

42.7 You may be entitled to ask for details of the personal information that we hold about you, the purposes for which it is being or will be processed and the recipients or classes of recipients to whom it is being or will be disclosed. If you would like to request copies of this information, please contact us. We may charge a fee for providing this information to you (details of which are available upon request). If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

43. COMPLAINTS

If you have a complaint in respect of our investment services, you should in the first instance write to our compliance officer at our registered office. You may also have a right to complain directly to the Financial Ombudsman Service. If you want to exercise this right, please let us know and we will send you details. Details of our complaints policy and procedure are available on our website.

44. COMPENSATION

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Currently, for eligible claims for investment business, 100% is covered to a maximum of £50,000. Further information is available from us or from the FCA at 25 The North Colonnade, Canary Wharf, London E14 5HS or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. You should note that this scheme is not normally available to professional clients.

45. MISCELLANEOUS

- 45.1** These Terms are personal to you and you may not assign or transfer any of your rights or responsibilities under it without our prior written consent. We may assign our rights and transfer our responsibilities under these Terms to any entity within the Formax Group upon giving you 10 calendar days' prior written notice. You consent to us transferring the control of your client money to an entity within the Formax Group in the event of a transfer of business to that entity. You agree that we may assign out rights and transfer our responsibilities under these Terms to a third party upon giving you 30 calendar days' prior written notice.
- 45.2** No delay or failure by us to exercise any of our rights under these Terms (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of any other rights or remedies. No course of conduct or previous dealings shall create any future obligation to perform in the same manner.
- 45.3** If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision or part thereof will, to that extent, be deemed severable and not form part of these Terms. Neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.
- 45.4** A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 45.5** Headings and captions in these Terms are inserted for convenience of reference only and shall not be given any effect in the interpretation of any provision of these Terms.
- 45.6** Word or phrases importing the singular shall be interpreted to include the plural and vice versa, unless the context requires otherwise.
- 45.7** These Terms shall be continuous and shall cover, individually and collectively, all of your Accounts at any time opened or reopened with Formax Prime Capital (UK) Limited, irrespective of any change or changes at any time in the personnel of Formax Prime Capital (UK) Limited or its successors, assigns, or the Formax Group. These Terms, including all authorizations, shall inure to the benefit of Formax Prime Capital (UK) Limited and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon you and/or your agents, personal representatives, executor, administrator, trustee, legatees, legal representative, successors and assigns as appropriate.

46. INACTIVITY FEE

- 46.1** If you do not use your account to carry out any Trading Activity for a period of 90 calendar days ("Qualifying Period"), such account shall be deemed to be inactive ("Inactive Account"). Trading Activity relates to; placing or closing a trade or maintaining an open position.
- 46.2** Any Inactive Account that is associated with our server with IP address 220.231.225.4, will attract an administration fee (the "Inactive Account Fee") in an amount of \$50 (or currency equivalent) or 5% of the available balance of the account on the date the fee is to be taken (whichever amount is greater). Subject to clause **46.3**. The Inactive Account Fee shall be deducted from the Inactive Account on the last working day of each calendar month following the Qualifying Period. This will come into effect from the 30th December 2016.

46.3 The Inactive Account Fee will be deducted until the earlier of either: (1) the account balance being reduced to zero; or (2) the account being migrated to our new server with IP address 185.2.167.134. In each situation the Inactive Account Fee shall cease to be deducted.

46.4 We reserve the right to close any Inactive Account whose available balance has been reduced to zero.

47. GOVERNING LAW

These Terms are governed by and shall be construed in accordance with the laws of England and shall be subject to the nonexclusive jurisdiction of the English courts.

DEFINITIONS

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

“Abusive Trading Strategies” means trading activities made by you which aim to benefit from errors, latencies, internet related issues, connectivity delays and any other circumstance or malfunction of the System whereby the liquidity or pricing displayed on the System does not accurately reflect current market rates;

“Account” means any account that you maintain with us for the purposes of trading under these Terms and in which your funds or other collateral are held and in which realised profits and/or losses are credited and/or debited;

“Account Manager” means any trading agent, trading adviser, money manager, investment adviser, or other similar person to whom you have granted trading authority over your Account by way of a Limited Power of Attorney which has been submitted to and acknowledged by us. Where you have granted your Account Manager the authority to appoint other account managers to manage and operate your Account, the term Account Manager shall also include this person or persons;

“Account Statement” means a periodic statement of trading activities, fees, charges, commissions and other applicable charges credited or debited to your Account at a specific point in time;

“Act of Insolvency” with respect to a person means that such person (a) becomes unable to pay its debts or fails to pay its debts as they become due; (b) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (c) institutes or has instituted against it proceedings seeking a judgment of bankruptcy or insolvency (or their equivalent under legislation applicable to such party) howsoever described; (d) has a resolution passed for its winding-up or winding-down or liquidation; (e) seeks or becomes subject to the appointment of a liquidator or trustee or other official for a substantial part of its assets;

“Formax Group” means Formax Prime Capital (UK) Limited any undertaking that is a direct or indirect shareholder or controller in Formax Prime Capital (UK) Limited and any subsidiary undertaking of the same;

“Applicable Law” means any legislation (including without limitation, constitution, statute, law, regulation, by-laws or rules), customs, usages, rulings, and interpretations of governmental authorities and self-regulatory organisations, the FCA, exchanges, alternative trading systems, contract markets, derivatives transaction execution facilities, and other markets which we, in our sole discretion, deem to be applicable to an Formax Prime Capital (UK) Limited entity that provides services to you and/or to you;

“Base Currency” or “Base Currencies” means the currency in which your Account is denominated and in which we will debit and credit your Account;

“Business Day” means any day other than a Saturday, Sunday or public holiday in the United Kingdom on which we are open for business;

“Card” means any debit card, credit card, gift card or other card (as may be updated or replaced from time to time) allowing you to make electronic payments through the Secure Access Website which requires an authorisation code;

“Corporate Event” means any declaration by the issuer if an instrument of the terms of dividend payments, take overs, sub division, consolidation or reclassification of shares.

“Credit Facility” means credit or a line of credit that we provide to you at any time and for any reason in connection with your Account or your trading activities, including (but not limited to) where we credit your account with Margin in anticipation of receiving Margin from you (for example where you are making a payment by Card), or where we agree to credit your account with Margin for any reason;

“Sales Trader” means an employee of any member of the Formax Group who is authorised to receive, enter or execute Orders;

“Event of Default” means any of the events listed in Clause 28.1;

“Exceptional Market Event” means the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant market or Instrument, or where we (or, where applicable, any member of the Formax Group) reasonably believe(s) that any of the above circumstances are about to occur;

“FCA” means the Financial Conduct Authority;

“Force Majeure Event” means any event which is beyond the reasonable control of a party and which renders the performance of all or part of the obligations of such party to be virtually impossible or economically impracticable, including without limitation, acts of civil or military authorities, strikes or other labour disputes, insurrections, turmoil, wars and the like, floods, fires, droughts and other acts of God, any Exceptional Market Event, acts and regulations of any governmental or supra national bodies or authorities which (in Formax Prime Capital (UK) Limited reasonable opinion prevents an orderly market in relation to Orders or Transactions), as well as any event relating to power, reception or routing via internet, configuration of equipment or reliability of connections, breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, including any settlement or clearing system;

“Instrument” has the meaning given to it in Clause 4.1;

“Instruction” means any instruction, request or other communication that you give to us (including any Order) in connection with the services provided by us (including those relating to any Transaction or Open Position);

“Leverage” means a line of credit that we provide to you for the purposes of multiplying your Margin deposit, which enables you to have additional buying power in order to place Orders and maintain Transactions in relation to your Account;

“Liabilities” means any obligation of the Client to us or any member of the Formax Group under these Terms or under any other agreement including without limitation the obligation to pay an amount on its due date or on demand, charges, costs, fees, expenses (including lawyers’ fees), Losses or other liabilities;

“Limited Power of Attorney” means the document through which you appoint an Account Manager or another person to act and/or give instructions on your behalf in connection with your Account;

“Loss” or “Losses” means any and all losses, damages, costs, fees (including, but not limited to, lawyer’s fees), charges, expenses, disbursements, taxes, duties or levies, obligations, penalties, claims, demands, actions, proceedings, judgments, suits of whatsoever nature and regardless of how they arise.

“Manifest Error” has the meaning given in Clause 30.1;

“Margin” means deposits of cash or other collateral acceptable to us that we require you to hold with us in order for you to open a Transaction or maintain an Open Position;

“Margin Call Warning” means a demand for such sums by way of Margin (whether by telephone, by email or in any other form) as we may, in our sole and absolute discretion, require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under these Terms;

“Margin Requirement” means the amount of Margin that you are required to deposit and/or hold with us as consideration for entering into a Transaction and/or maintaining an Open Position;

“Open Position” means a Transaction which has not been liquidated or closed in whole or in part under these Terms;

“Order” means an instruction or a request from you to purchase or sell an Instrument at a price quoted by us;

“Principal” means a person which is counterparty to a Transaction and is responsible for that Transaction (whether or not they may have underlying clients or other third parties on behalf of whom they are acting);

“Introducing Broker” means a person who has referred you to us;

“Secure Access Website” means, as applicable, a password protected section of our Website (or any other website notified to you by us) or the System, through which you can access your Account;

“Secured Obligations” means any and all of your obligations to us (whether actual, contingent, present or future) under or pursuant to these Terms or any other agreement with us or any member of the Formax Group;

“Security Assets” has the meaning given in Clause 17.1;

“Service Provider” means a person or firm who is not an agent of Formax Prime Capital (UK) Limited or the Formax Group, who provides a third party service, including but not limited to, any trading program, signal, advice, risk management or other trading assistance, which may have direct access or connectivity to your Account;

“System” means the password protected online or downloadable electronic facility where you can trade with us under these Terms and which can be downloaded and/or accessed using any electronic means (such as a website) or device (such as a computer, tablet, mobile phone);

“Terms” means these Terms & Conditions between you and us and the duly completed Application for Opening a Margin Trading Account;

“Transaction” means a contract or a transaction in an Instrument between you and us which has been accepted and executed by us in accordance with these Terms;

“Website” means any website of Formax Prime Capital (UK) Limited from time to time.