

## TERMS OF BUSINESS

This Terms of Business effective from 14th September 2021

This document is important. It sets out the terms and conditions on which we will conduct business with you, including limits on our liability to you. Please read this document carefully. You should contact us if anything is unclear. Defined terms are set forth in Annex I.

### 1. INTRODUCTION

1.1 This agreement sets out the legally binding terms and conditions between you and us, Tradeska Limited, which apply when you use our services. This agreement replaces any previous terms of business between you and us.

1.2 Tradeska Limited provides online trading platforms (including its own and third-party platforms, such as MT5), which allow you to trade investment products known as contracts for difference (our "Products" or "CFDs"). We allow you to trade our Products in various underlying Instruments, including foreign exchange, indices, commodities, equities, shares, metals, bonds and cryptocurrencies, and other Instruments from time to time which may be displayed on our Trading Platform. Trading Platform is defined in Annex 1, and different products may be traded on different platforms (and which may from time to time be governed by a supplemental agreement).

The full extent of the services we provide and the risks involved are set out below.

1.3 Trading our Products is high risk and can result in losses that exceed the total sum you have invested.

1.4 By registering to use our Trading Platforms or Software, you agree to the terms and conditions in this agreement, our Privacy Policy and Terms of Use. We refer to these documents collectively as the "Agreement". You should read the Agreement carefully before using our services. A copy of the Agreement, and other relevant documents relating to our services, are available from your online Account and may be found on our Website.

1.5 When we refer to "you" and "your" in this Agreement, we mean a registered user of our Trading Platform, as well as any Authorized Person authorized to operate your Account.

1.6 Certain words or phrases that are capitalized in this Agreement have a specific meaning. Annex 1 explains the meaning of these words or phrases. You should refer to these definitions as you read this Agreement.



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+44 20 80892869



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W30 8MD, United Kingdom

## 2. WHO WE ARE AND HOW YOU CAN CONTACT US

2.1 Tradeska Limited is a private limited company registered in the United Kingdom (company registration number 13621716). Our address is 22 Stanley Road, London W30 8MD, United Kingdom. We refer to Tradeska Limited in this Agreement as "Tradeska", "We", "Our" and "Us".

2.2 You can contact us in the following ways:

Telephone +44 20 80892869

Our telephone lines are open during regular business hours on Business Days.

Email [support@tradeska.com](mailto:support@tradeska.com)

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## 3. COMMUNICATING WITH YOU

3.1 We may communicate with you by telephone, letter, email, text message, social media messaging applications or by posting a message on the Trading Platform. We will use the contact details you gave us when you opened your Account or such other contact details as you may subsequently notify to us.

3.2 We will send all notices and statements relating to your Account to you by email and/or by posting them on the Trading Platform, unless you request otherwise and we agree to such request.

3.3 You agree that all Transactions will be entered into electronically and that such Transactions will be binding on you in accordance with this Agreement.

## 4. THE SERVICES WE PROVIDE

4.1 We provide you with the ability to trade our Products through our Trading Platform.

4.2 We allow you to trade using leverage, which can magnify your profits but also your losses.

4.3 We will act as either principal or your agent when entering into Transactions. This means you are either entering into contracts directly with us to buy and sell financial instruments or we are entering into contracts with another person on your behalf.



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- 4.4 You will enter into all Transactions with us on an execution only basis. An "execution only basis" means you will be solely responsible for all investment decisions and actions on your Account. You must therefore rely on your own judgment in respect of all dealings relating to your Account. This includes, but is not limited to, opening, closing, or not opening or closing, a Transaction.
- 4.5 When you enter into a Transaction with us, you are trading a derivative contract. A derivative is a contract which derives its price from an underlying asset. This underlying asset could (for example) be a share in a company, a commodity such as gold or the change in the exchange rate of currencies. You are therefore trading on potential price movements in the underlying asset. However, you will not have any interest in, or be entitled to, delivery of the underlying asset and, with respect to share CFDs, you will have no voting right, title or interest in any underlying asset or entitlement or right to acquire, receive, hold, vote, deliver, dispose of or participate directly in any corporate action of any underlying asset.
- 4.6 It is your responsibility to ensure that you are aware of all the rules governing a particular Transaction before you open it. In this regard, you should ensure that you familiarize yourself with the information on our Website, and the information that is disclosed about the instrument that you wish to trade on the trading platform immediately prior to providing your trading instructions.
- 4.7 In the event of a conflict between the terms of this Agreement and any other document, the terms in this Agreement shall prevail.

## **5. WE DO NOT PROVIDE ADVICE AND ARE NOT AN INVESTMENT EXCHANGE**

- 5.1 We will not make personal recommendations to you or give you any advice or recommendations including, for the avoidance of doubt, any tax related advice. Therefore, any information or explanation we may provide as to the terms of a Transaction or its performance characteristics will not amount to advise.
- 5.2 It is your responsibility to evaluate each Transaction and ensure that it meets your requirements and investment preferences.
- 5.3 Our Trading Platform is not an Exchange or a market. This means you can only enter into Transactions with us on the Trading Platform and all Transactions opened on our Trading Platform must be closed on our Trading Platform, and cannot be closed with



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+44 20 80892869



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any other entity. Accordingly, we are responsible for the prices quoted on the Trading Platform.

## 6. WHAT ARE THE KEY RISKS OF USING OUR SERVICES?

- 6.1 Trading our Products carries a higher degree of risk than ordinary share or foreign exchange dealing and will not be appropriate for everyone.
- 6.2 Trading using leverage can result in losses. Trading with leverage magnifies your gains and losses, and so small price changes in the underlying asset can result in large losses or gains.
- 6.3 Leverage is a form of borrowing. Trading using leverage allows you to trade without paying or depositing the full value of your Position in advance. We take a form of security (or deposit) against any losses you may incur when you trade using leverage. This is known as Margin.
- 6.4 We set the prescribed limits on the amount of leverage that a client may be exposed to on our Products. The leverage levels available to clients are available on our Website.
- 6.5 We set leverage levels and thereby the amount of Margin required to both open and maintain Positions, and can make alterations for any reason. There may be occasions where it is not possible to provide you with any advance notice due to underlying market conditions.
- 6.6 The value of your investments may go up or down.
- 6.7 Past performance is not a guide to future performance.
- 6.8 We may perform a Margin Closeout if the markets move against you. A Margin Closeout will result in us closing some or all of your Open Positions. This would realize any losses or gains on your Open Positions. We do not need to give you advance notice or time to respond to a Margin Closeout. We may also close any or all of your Open Positions if you exceed the limits applicable to your Account, including any trading account.
- 6.9 Trading our Products does not give you any right to the underlying Instrument of the Transaction. Our Products represent a notional value only.
- 6.10 The spread we offer is not fixed. This means the prices and spreads we offer may vary at any time.



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6.11 You should ensure you fully understand the risks involved before using our services and take appropriate investment, financial, legal, tax and other necessary professional, independent advice.

## 7. OPENING AN ACCOUNT

- 7.1 If you open an Account, it will initially comprise of a landing account (also known as a wallet) and a trading account which will automatically be created when you make your first deposit.
- 7.2 You may then open multiple trading accounts, denominated in different or the same currencies, or perhaps linked to different technologies offered through our Trading Platform. We may limit the types and number of trading accounts that you can open at our discretion.
- 7.3 Your Account comprises of all your landing accounts and trading accounts.
- 7.4 You are only permitted to have one Account relationship with us. If we reasonably suspect you have more than one Account relationship, including by having multiple Connected Accounts, then we may close one of those Accounts and their associated landing and trading accounts without notice.
- 7.5 Additionally, funds may be deposited directly to a trading account. Each customer can deposit a maximum of 1.000.000 USD to a trading account.
- 7.6 We will treat each trading account separately so your Positions will not be netted across all your trading accounts.
- 7.7 We retain a right of set off between balances held on landing and trading accounts, in the event of a negative balance on one or more trading accounts.
- 7.8 You need to provide us with certain information about yourself before opening an Account. This will include details of your personal. We refer to this information as "Registration Data".
- 7.9 The Registration Data you provide to us must be complete, accurate and not misleading. We will rely on the Registration Data you provide to us unless we are aware that such information is manifestly out of date, inaccurate, misleading or incomplete.
- 7.10 You must notify us of any material changes to the Registration Data. We may ask you to update or confirm the Registration Data you previously provided to us from



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time to time. We may terminate this Agreement or suspend your Account if you fail to provide such information to us or if we believe that such information is not accurate. We will only take such steps if it is reasonable to do so.

- 7.11 From time to time, we may add to, modify or remove certain Account or wallet or trading account types or the functionality of such accounts. This may result in changes to your Account, and/or landing accounts and/or trading accounts. We will try to minimize disruption to you if we do this. We will give you prior written notice where we believe our actions may result in detriment to you.
- 7.12 We may carry out credit and other checks (including but not limited to verification of identity, fraud prevention checks and checks into your current and past investment activities) from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the management of your Account. You authorize us to use your Registration Data and other information in this way.
- 7.13 In electronically submitting the Account application form you are authorizing us to make such searches as we see fit to certify that the information that you have supplied is complete and accurate. Such searches will include, but may not be restricted to, information from the electoral register and credit reference agencies. We may undertake searches with credit reference agencies, such as but not limited to: Equifax, Experian and GB Group for the purposes of verifying your identity. To do so the credit reference agency may check the details you supply against any particulars on any database (public or otherwise) to which they have access.
- 7.14 We may refuse to open an Account for you for any reason. We are under no obligation to tell you why we have refused your application.
- 7.15 If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect customer of ours and we will not owe any obligation or duty to them unless otherwise specifically agreed in writing. Failure to inform us that another person is operating your Account may result in us terminating this Agreement, suspending your Account and/or closing any open Transactions you may have with us.



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## 8. MARGIN AND DEPOSIT REQUIREMENTS

- 8.1 For each Transaction, we require you to have certain funds (which includes any bonuses and trading credits) available on your trading account, this is known as Margin. Margin protects us against negative price movements, which can result in you having trading losses on your Open Positions and can lead to you owing us money if any of your Open Positions were closed. Margin protects us in case you are not able to pay any money you owe us when Transactions are closed out.
- 8.2 When you enter into a Transaction, we require you to have sufficient funds (which includes any bonuses and trading credits) available to cover Margin in relation to the Positions to be opened on your trading account. We set the amount of Margin needed for clients, and can alter it for any reason. We apply different margin rates for different sizes of Positions, ie: tiered margin. Margin rates for different Instruments are available on our platform.
- 8.3 In order to keep a Position open, you are required to maintain a minimum amount of money (which includes any bonuses and trading credits) in your trading account, this is known as the "Margin Requirement".
- 8.4 You must maintain sufficient funds (which includes any bonuses and trading credits) in your trading account at all times to meet the Margin Requirement on your Open Position(s). We may close any Open Position(s) on your account when the funds on your account (including all unrealized losses and profits as well as any bonuses and trading credit(s)) falls to or below 50% of the Margin needed to place the Transactions.
- 8.5 We may require you to deposit additional funds at short notice to ensure that your Margin Requirement is met to maintain your Open Position(s). This is known as a "Margin Call". We are not obliged to make a Margin Call in any circumstances. If we do not make a Margin Call, we reserve the right but not the obligation, to close Open Positions. If we do not make a Margin Call and allow you to continue to trade or to keep your Open Positions open, you may incur further losses. In these circumstances we will not be responsible for such losses.
- 8.6 If we make a Margin Call, the only actions you will be able to take on your trading account are:

(a) Depositing or transferring further funds to meet the Margin Requirement; or



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(b) either closing Positions or reducing the size of your Positions to reduce the Margin Requirement.

8.7 We may use any money we hold on your behalf, or close out some or all of your Open Positions starting with the largest Position held on an open-market, in order to meet a Margin Call. We will not be responsible for any actions or inaction on our part in relation to a Margin Call where we act in accordance with this Agreement, including where we do not notify you that you are on a Margin Call. It is your responsibility, at all times, to monitor your Open Position(s) and to ensure that you have sufficient funds (which includes any bonuses and trading credits) on your trading account to cover the Margin Requirement.

8.8 We will close out one or more of your Open Positions when you do not have sufficient funds (which includes any bonuses and trading credits) available on your trading account to cover the Margin Requirement, ie: the available funds fall to below 50% of the Margin needed to open the Positions. Where we do this, we will close your Open Positions at the current market price and this may result in you incurring a loss on the Transaction(s). You will be responsible for any losses you incur as a result.

8.9 Where any loss or profit is in a currency other than your trading account's Base Currency, we will convert such loss or profit into your trading account's Base Currency at our prevailing currency exchange rate at the time that we close out such a Transaction. You acknowledge and agree to bear any exchange rate risk or other market movements that may result from such and/or the exercise by us of our rights under this Agreement.

## 9. ENTERING INTO TRANSACTIONS ON THE TRADING PLATFORM

9.1 You must access our Trading Platform using your Access Code, which is the password emailed on the successful completion of the Account opening process, or when you requested to change your password, and your account number.

9.2 You may enter into a Transaction at any time during Trading Hours. If you place an Order Outside Trading Hours, we may not be able to execute the Order at the specified price if the market is not trading at the price you specified once Trading Hours commence.



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+44 20 80892869



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- 9.3 You enter into a new Transaction by opening a new Position or closing all or part of an existing Position.
- 9.4 For each Position, you will choose whether to buy or sell (this is also known as going "long" (buy) or "short" (sell)). We quote both a buy and sell price for each Instrument. The difference between these prices is known as the spread. The spread we offer can vary at any time and may be different when you open and close a Position. The spread widens and narrows based on changes in the underlying market. This is known as a dynamic spread.
- 9.5 For each Transaction you enter into, you make us an offer to enter into a Transaction (either to open or to close a Position) at the price available on the Trading Platform when we execute your Transaction.
- 9.6 The price we quote on the Trading Platform may move rapidly due to changing market conditions. As such, the quote at which you offered to enter into the Transaction may not remain valid by the time we execute the Transaction. You agree that we may still execute your Order at a different price to that quoted on our Trading Platform when you offered to enter into the Transaction. There is no restriction to the extent that you could benefit from such price movement or the extent to which you could suffer from such price movement.
- 9.7 We are under no obligation to accept your offer to enter into any Transaction.
- 9.8 You will have opened or closed a Position when we have accepted your offer, and when opening a Position, you have sufficient funds (which includes any bonuses and trading credits) on your trading account to cover the Margin needed to open the Position.
- 9.9 You must place all Transactions through the Trading Platform. If any other person (other than an Authorized Person) performs actions in relation to your Account, we may take any action we deem necessary (including to comply with Applicable Law). This may involve terminating the Agreement, suspending your Account and/or closing or reversing Transactions.
- 9.10 We will not accept any form of written offer to open or close a Transaction, including offers sent by fax, email or text message, or offers made by telephone, unless we have expressly stated in writing via an emergency notification.



**Contact us**  
+44 20 80892869



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- 9.11 We may establish trading and leverage limits on your Account at our sole discretion, or to comply with Applicable Law, with or without notice. Such limits may include, but are not limited to, limits on the amount of leverage that you may be exposed to on our Products, limits to the number of trading accounts available for trading, limits on the size of any Transaction or series of Transactions which together create a large size Open Position, limits on the size of any Open Positions in your Account and/or the number of Transactions permitted within a set period of time. Such limits may be imposed on your Account, including on all trading accounts on an aggregate basis, or on any individual trading account, in our reasonable discretion. In the event that you breach any such limits, we reserve the right to close any or all Open Positions in your Account in our reasonable discretion. In dealing with large size Transactions or a series of large size Transactions, we may, in our reasonable discretion, enter into them or close them out at a price or prices that are different from the price or prices quoted on the Trading Platform.
- 9.12 We may establish maximum exposure limits per client, with or without notice, including, without limitation, the right but not the obligation to enforce the closure of Positions to bring the exposure on your open Transactions within the prescribed limits.
- 9.13 We may take reasonable corrective action for Invalid Transactions, including, without limitation, the right to reverse or amend:
- (a) any Transaction constituting an Invalid Transaction; or
  - (b) any or all Transactions executed after an Invalid Transaction and prior to our corrective action.

If we do not reverse or amend such Transaction(s), we may credit your Account for the portion of the realized loss, or debit your Account for the portion of the realized profit, in each case attributable to any such Transaction(s). Any Open Positions that, due to such Transaction(s), are either reduced or closed shall remain reduced or closed. It shall be your sole responsibility to monitor the remaining Open Positions in your Account and take any action you deem prudent with respect to such Positions. The fact that we have confirmed any Transaction(s) shall not prevent us from taking such corrective action.

- 9.14 We reserve the right to aggregate a Transaction of yours with one or more Transactions of our other clients, including clients of Tradeska, and with Transactions relating to the proprietary trading and hedging activity of the Tradeska, if to do so does



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+44 20 80892869



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not negatively impact Tradeska clients as a whole. This also applies to our execution of Pending Orders. Where we do so, the aggregate opening or closing level for your Transactions may differ from your specified offer level or from the price that would have been attained if your order had been executed as a single Transaction or not aggregated with Transactions of our other clients.

- 9.15 Tradeska reserves the right to cancel orders with a duration less than 3 minutes, or 180 seconds. If the number of orders in most of the account's mass hedged by counter-orders earlier than in 3 minutes (exceeds 20% of total order or total trading volume), Tradeska will refuse to provide services evermore.
- 9.16 Tradeska reserves the right to cancel orders which are placed at the times of closing market and closed at the times of market opening on the next trading day (15 minutes or 900 seconds before market closing, or 15 minutes or 900 seconds after market opening) because the orders have taken gap abuse. If they lead to violate the global market activity, Tradeska will refuse to provide services for the Customer evermore
- 9.17 If Tradeska suspects or has reason to believe that Customer has abused the Terms of Use by hedging positions internally or externally, Tradeska reserves the right to cancel any trades or profits associated with Customer's account(s).

## 10. SPECIFIC TRADING INSTRUCTIONS YOU CAN GIVE

- 10.1 When you make an offer to enter into a Transaction you can either:
- (a) open a Transaction at the best available price on the Trading Platform at the time of opening that Transaction, this is called a "Market Order"; or
  - (b) offer to open a Transaction at a particular target price set by you, this is called a "Pending Order".
- 10.2 We may also, from time to time, offer trading features which you can utilize when you place an Order.
- 10.3 We execute all Transactions at the best price available at the time in accordance with our execution policy.
- 10.4 When you place an Order with us, you expressly acknowledge and agree that you fully understand all the terms and conditions attached to such Order.



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## Market Order

- 10.5 When you place a Market Order, the price at which we execute the Transaction may not be the same price which was displayed on the Trading Platform when you submitted the Order, as prices are subject to continual movement. Your offer to open a Market Order may be accepted at a lower or higher price than the price indicated by you in your Market Order. There is no restriction as to the extent that your Market Order could be executed at a beneficial price for you or at a worse price for you.
- 10.6 If you choose to open a Market Order, your offer will be accepted at the best possible price offered on the Trading Platform at the time you place your Order, in accordance with our execution policy.

## Pending Order

- 10.7 When you specify a target price for a Pending Order, the price at which we execute the Transaction may not be the price you specified when you placed your Order. This may be due to volatile market conditions outside our control. You agree that we may execute a Pending Order at a different price to the price you indicated in your Pending Order.
- 10.8 There may be occasions when we are unable to execute a Pending Order at the level you specified, despite our reasonable efforts to do so. This could be due to market volatility and factors beyond our reasonable control, such as, but not limited to, liquidity available in the market and time taken for an Order to reach the market due to the number of intermediaries. For example, an Order may be closed at a worse price than you specified because the market moved too quickly for us to execute sooner. Where this happens, we will close the Transaction at the next best price. This is referred to as slippage. There can be slip page on both opening and closing Orders
- 10.9 You may cancel a Pending Order at any time prior to its execution without any liability.

## Trading Features

- 10.10 We may add, remove or otherwise make available to clients certain operational and trading features from time to time, descriptions of which will be available on our Website.



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## 11. FEES AND CHARGES

- 11.1 Details of all charges, spreads and commissions applicable to your trading activity can be found on our Website.
- 11.2 Where you hold a Transaction that exposes you to the payment of a dividend, we shall be entitled to make a reasonable dividend cash adjustment to your Account. You should contact us for details of dividend cash adjustments if you are unsure of the impact that this will have on your Account. Information is also available on our Website.
- a) Tradeska may serve Customers two types of dividends: common dividends and preferred dividends for specific stocks.
  - b) All open orders during the sessions in which stocks declare dividends not used for hedging will receive common dividends. In order to receive preferred dividends, these orders need to be kept at least 48 hours, Customers will receive the difference at that point.
  - c) Tradeska reserves the right to refuse service to customers if Tradeska suspects or has reason to believe that Customer has abused the Terms and Conditions of preferred dividends.
- 11.3 We may use (and/or transfer) any funds in your Account to settle your payment obligations under this Agreement.
- 11.4 Unless we agree otherwise, all sums due under this Agreement are due immediately upon the conclusion of a Transaction.
- 11.5 You will be liable for all taxes, fees and assessments for any Transaction you complete on the Trading Platform, now or in the future. You will reimburse us if we pay any applicable taxes on your behalf.
- 11.6 You will be liable for all taxes, fees and assessments associated with share CFD Positions, including, but not limited to, dividend equivalent cash payments.
- 11.7 You will be liable to cover the cost of any taxes paid by liquidity providers with regards to share CFDs, which will appear as an entry on your Account marked 'tax-equivalent', however, this is not an actual tax charge as you will not own the underlying Instrument.



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- 11.8 We may charge you for Market Data or any other ancillary services we make available to you.
- 11.9 We may deduct from any payments due to you such amounts as are required to be deducted in accordance with Applicable Law.
- 11.10 If there are no Transactions on your Account for a period of at least 03 months, the trade history under your Account may be cleared.

## 12. GENERAL RULES OF TRADING

- 12.1 All prices shown on the Trading Platform are indicative only, relate to Normal Market Size and are subject to constant change as the market changes.
- 12.2 The prices we quote will be in accordance with our execution protocols and will be valid at the time we quote them. However, they may be withdrawn or modified at any time thereafter. A Transaction will be initiated by you by offering to open or close a Transaction with us on an Instrument at the level quoted by us. We may accept or reject your offer to open or close a Transaction at any time until the Transaction has been executed or we have acknowledged that your offer has been withdrawn. A Transaction will be deemed to have been opened or closed only when your offer has been received and accepted by us.
- 12.3 In respect of each Instrument we quote that is based on the price of a share that is traded on a recognized Exchange, there is a corresponding Exchange Market Size for Transactions in that Instrument. It is important that you familiarize yourself with any Exchange Market Size that is applicable to a Transaction before you open it, as a Transaction that is in excess of Exchange Market Size may be dealt with differently from a Transaction that is within Exchange Market Size.
- 12.4 Any price that we quote is valid only for a Transaction equivalent in size to the quotes available to us in the underlying market on which they were based.
- 12.5 If you offer to open a Transaction that is larger than Exchange Market Size, rather than accepting your offer as a whole, we reserve the right to accept your offer as a series of smaller Transactions, each Transaction having a different (bid/offer) price.
- 12.6 You accept that there may be a delay in our offering you a quote to close a Transaction that is in excess of four times (4x) the Exchange Market Size, or where any number of Transactions taken together are in excess of four times (4x) the



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Exchange Market Size. This is particularly likely to be the case where the Instrument in respect of which the Transaction is made is illiquid. Depending on the circumstances, the delay could be one of hours, days, weeks or even months, and might involve our quoting you a series of prices for closing the Transaction in tranches rather than at one time and a single price. If this happens the level of the Instrument may move against you during the period of delay. You should bear these potential consequences in mind prior to opening a Transaction in excess of Exchange Market Size (or accumulating a Position in excess of Exchange Market Size by placing a number of Transactions) and should only open such a Transaction (or accumulate such a Position) if you are prepared to accept the risks associated in doing so.

- 12.7 You must comply with any reasonable restrictions that we notify you of from time to time with respect to your activities on the Trading Platform, including limitations on, and the size of, Transactions and resultant Positions, or other conditions that may apply to our quote.
- 12.8 We may monitor the status of any Transaction; make Margin Calls or advise you that you are in breach of any Margin Requirements or limits, or close any Transaction that you have opened; but we are not under any obligation, unless required by Applicable Law, to take such action and will not be responsible for any losses you incur as a result of our action or inaction.
- 12.9 We may provide a quote and accept (and therefore act on) your offer to open or close a Transaction outside of the Trading Hours for an Instrument. Transactions can (and will) only be executed during the time when the relevant Exchange is open for business. It is your responsibility to ensure you are aware of the trading hours for the Instruments you trade in.
- 12.10 We may reject your offer to open or close a Transaction, or unwind or close any Open Positions without notice, if we reasonably believe:
- your offer to open or close the Transaction is given while the quote is no longer valid;
  - our quote contains a Manifest Error;
  - the Transaction exceeds the maximum Order amount;



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- d) the Order is placed in reliance on price latency opportunities including any Orders placed using API, or by attempting to game or abuse the system;
- e) you have insufficient funds (which includes any bonuses and trading credits) available on your trading account to cover the Margin associated with an opening Transaction or maintaining an Open Position, or you would breach any other limit placed on your dealings by us or required of us by Applicable Law;
- f) you have benefitted from an unfair advantage or acted in an unfair or abusive manner in respect of our systems, platforms or Accounts, for example:
  - (i) using any electronic device, software, algorithm or any trading strategy that aims to manipulate or take unfair advantage;
  - (ii) exploiting a fault, loophole or error in our software, system or platforms;
  - (iii) collusion; or
  - (iv) using trading strategies designed to return profits by taking advantage of latencies in a platform, delayed prices or through high volumes of Transactions opened and closed within an unusually short period of time as compared to the 'average' client and/or targeting tick fluctuations rather than movements reflecting the correct underlying prices; or
- g) it is reasonable for us to do so in order to protect us or the Trading Platform, provided we act reasonably.

12.11 Where a situation arises that is not contemplated by this Agreement you and we will resolve the matter using principles of good faith and fairness, guided both by normal market practices and the approach taken by our hedging counterparty with whom we have hedged our risk exposure to you for the relevant Transaction or Transactions.

### 13. ACCOUNT STATEMENTS AND INFORMATION

13.1 All information on your trading activities is available online in your Account.

13.2 You can generate daily, monthly, yearly and ad hoc reports, by setting your own date range, of all your executed trades, trading and funding activities. Your Account will be updated no later than 24 hours after any activity takes place.



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- 13.3 We will keep records of your Transactions to comply with our own record keeping obligations, and we may disclose such records as may be required as evidence in any legal or regulatory proceedings. We do not keep records on your behalf.

## 14. MONEY OWING TO YOU

- 14.1 Any money standing to the credit of your wallet (which excludes any bonuses or trading credits) will be transferred to you upon request, subject to you satisfying relevant Margin Requirements and there being no outstanding sums due from you under these terms.
- 14.2 Withdrawals from your wallet should be made to the account that under your name. We reserve the right to decline or cancel a withdrawal request using a specific payment method and suggest an alternative payment method for which you will need to proceed with any new withdrawal request. In doing so, we may request you to supply further supporting documentation for our internal checks and proper processing of the withdrawal request.
- 14.3 Withdrawals from your Account are generally carried out within a minimum of 1 Business Days and up to 7 Business Days upon receipt of the withdrawal request, except in extraordinary circumstances. Withdrawals to a bank account via bank transfer may be subject to further delays. Following receipt of a withdrawal instruction, we process the request and the requested withdrawal amount will be deducted from your landing account(s) balance. You or we can cancel the withdrawal request at any time until the withdrawal request is fully processed and settled, and the withdrawal amount requested can be used to satisfy your liabilities for any Transactions completed during such time.
- 14.4 Where applicable we will return money to your credit/debit card in the form of card refunds. This means that your withdrawal request may be split into multiple payments in order to refund each of your individual deposit transactions.
- 14.5 All withdrawal requests are subject to a minimum withdrawal amount, which is the lesser of USD100 (or equivalent) and your available balance.
- 14.6 We may charge you if you exceed the maximum number of monthly withdrawals from your wallet.



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## 15. THE TRADING PLATFORM

### Access to the Trading Platform

- 15.1 We grant you a license to install and use the downloadable, web and app version of the Trading Platform Software, for example MT5 software. This license is personal to you. You cannot allow others to use the Trading Platform Software or sub-license the Software in any way. When this Agreement ends, we automatically revoke the license and you must no longer use the Trading Platform.
- 15.2 You must comply with the terms of any Third Party Software Licenses that we provide you with from time to time. We do not provide support for Third Party Software nor make any warranty or representation as to its quality or performance. You acknowledge that there are important differences when using Third Party Software to access your Account.
- 15.3 It is your responsibility to ensure you can access the Trading Platform Software, and you are responsible for any charges you incur as result of accessing our Trading Platform through any device (such as data charges from your mobile operator or internet access charges from your internet service provider, for example).
- 15.4 The use of and access to the Trading Platform may not be permitted (or may be blocked) in some countries and jurisdictions. It is your responsibility to verify that you are permitted to use and access the Trading Platform in the country in which you are located.
- 15.5 From time to time, we may add to, modify, or remove any part of the Trading Platform or Software. We will try to minimize disruption to you if we do this and replace any part of the Trading Platform with an equivalent part to the extent practicable. We will give you prior written notice where we believe our actions may result in detriment to you.
- 15.6 We may allow you to use our services and access our Trading Platform through various digital means, including through our Website or a mobile or tablet application. Accessing the Trading Platform through our digital channels may not allow the same functionality, access to information and services which are available when using the web version of the Trading Platform.
- 15.7 We do not promise our Trading Platform or Software will be uninterrupted, error-free or free from viruses. For example, there may be occasions where you cannot



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place Transactions; where information (including prices and quotes) is incorrect; where you cannot receive any messages from us; or where Orders are not correctly completed. We will not be responsible for any such interruption or errors and our records will determine the obligations of either party.

15.8 We take no responsibility for any communications transmitted over the internet, including any failures, disruptions, distortions, errors or delays. There can be no assurance that such communications will remain confidential or intact. Any communications transmitted to or from you through the Trading Platform, email, instant messaging or other forms of electronic communication through the internet are at your own risk.

15.9 We will not be responsible for any loss or damage you suffer (including damage to your devices) through access to or use of the Trading Platform or through any failure by us (or a third party) to provide you access to the Trading Platform or through any incompatibility of the Trading Platform with any of your devices.

15.10 We make no warranty or representation, either express or implied, with respect to Third Party Software, including its quality, performance, merchantability, fitness for a particular purpose or that it is error free. You acknowledge that there are important differences when using Third Party Software to access your Account. You assume full responsibility and risk of loss you may suffer as a result of using, or accessing, Third Party Software. In no event will we be liable to you or any third party for any claims; losses; costs or expenses (including attorneys' fees); or direct, indirect, special, incidental, punitive or consequential damages arising out of the use of or inability to use Third Party Software, even if advised of the possibility of such damages.

## Access Code

15.11 You must:

(a) take all reasonable steps to keep your Access Code credentials confidential and ensure it cannot be used by any person other than you or an Authorized person; and (b) notify us as soon as possible by telephone or in writing if you discover that any of your Access Code or other security information or devices have been lost or stolen, or that someone else has used (or attempted to use) them.



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15.12 When we receive any form of communication (including but not limited to instructions for Transactions) through our Trading Platform from any device or medium that uses your Access Code, we will assume the communication has been transmitted by you or by an Authorized Person. We will rely on that communication as a valid and authentic communication from you and, where applicable, as authority to enter into Transactions with you.

We are under no obligation to confirm any communication using your Access Code is valid, accurate or complete before we act or rely on the communication. We may act or decline to act on any communications if we consider them to be unclear, incomplete or suspicious and will not be responsible for any such actions or inactions.

15.13 You must immediately inform us if you are aware or suspect that a third party has had access to your Account.

15.14 We will not be responsible for any losses or damage you suffer as a result of any such unauthorized access to your Account, where you have acted fraudulently or have intentionally or negligently disclosed your Access Code.

15.15 We may suspend your access to the Trading Platform and require you to change your Access Code at any time.

15.16 If we receive conflicting or ambiguous instructions, we may in our reasonable discretion and without any liability to you or any other person, act or decline to act as we think fit, but will endeavor to contact you to clarify your instructions as soon as reasonably possible.

## 16. CHANGING THESE TERMS

16.1 We may change these terms at any time for any reason, including (without limitation):

- (a) to comply with or reflect a change in Applicable Law or a decision by a relevant ombudsman or regulator;
- (b) to make them more favorable to you or to correct a mistake or oversight (provided that any correction would not be detrimental to your rights);
- (c) to provide for the introduction of new systems, services, procedures, processes and/or products or to incorporate such changes in



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technology as we deem necessary (provided in each case any change would not be detrimental to your rights); or

(d) to remove an existing service, provided we have given you appropriate notice its removal in accordance with this Agreement.

16.2 An up-to-date copy of these terms is always available on our Website.

## 17. TERM, TERMINATION AND CANCELLATION

17.1 Either you or we may terminate this Agreement, at any time, by giving the other party at least three (3) Business Days written notice.

17.2 If you terminate this Agreement, you must close all your open Positions as soon as is reasonably practicable and in any event within 21 days of you giving us written notice to terminate this Agreement. Any losses incurred on your trading account prior to its closure will become immediately payable by you. We will not accept any Orders to open new or increase existing Positions after we receive such written notice from you to terminate this Agreement. We will only close your Account if you have fully satisfied and discharged any amounts owed to us in respect of your Account.

17.3 We may terminate this Agreement immediately upon an Event of Default. If we terminate this Agreement for these reasons:

- (a) we will notify you in advance unless we are unable to do so under Applicable Law; and
- (b) we may close out or cancel any or all of your open Positions without notice on the basis of the price available on the Trading Platform or, where the market is closed, at the next available price on the opening of the market, or as required otherwise by Applicable Law.

17.4 No penalty, fee or charge will be payable by either party upon cancellation or termination of this Agreement.

17.5 Where this Agreement comes to an end, we will endeavor to return to you, within 5 Business Days.

## 18. ASSIGNMENT

18.1 You may only assign or transfer, or grant any security in respect of, your rights or obligations under this Agreement to another person if we agree to this in writing. We



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would not agree to such transfer to a person who is a Prohibited Customer, for whom we do not consider our services to be appropriate or who we do not consider could comply with the terms of this Agreement, for example.

18.2 We may assign our rights or obligations under this Agreement to another organization. We will tell you in writing at least 30 days before this happens. You can terminate this Agreement at any time before the end of this 30-day period if you are not happy with this assignment.

## 19. EVENTS OF DEFAULT AND THEIR EFFECT

19.1 Each of the following will constitute an "Event of Default":

(a) you fail to satisfy any material provision of this Agreement and such failure continues for more than 3 Business Days after we have given you the relevant notice of nonperformance;

(b) you fail to perform a material obligation under this Agreement and such failure is reasonably likely to expose us to the risk of a loss such that it is not possible for us, acting reasonably, to give you notice of non-performance;

(c) you fail to provide us with any information or notice required pursuant to this Agreement or provide false, incomplete or misleading information;

(d) you die or become of unsound mind;

(e) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Law (including but not limited to, Market Abuse, gaming the system, or Scalping);

(f) you withdraw your consent to conduct business electronically at any time by providing notice in accordance with this Agreement;

(g) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you admit so in writing);



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(h) you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your assets in consequence of debt;

(i) we reasonably believe you have acted in an unfair or abusive manner, for example, but not limited to, using any ultra-high speed trading; automated or mass data entry system; or Scalping with or on the Trading Platform;

(j) you make any misrepresentation or breach of warranty under this Agreement including but not limited to any misrepresentation or breach of warranty; or

(k) we have reason to believe that any of the foregoing is likely to occur imminently or any other circumstances where we reasonably believe that it is necessary or desirable to take any action set out.

19.2 If an Event of Default occurs, unless otherwise prescribed by Applicable Law, we may, in our absolute discretion, at any time and without prior notice, take one or more of the following steps:

(a) close out all or any of your Open Positions at current quotes;

(b) debit (or credit) your Account for amounts which are due to us (or you);

(c) close your Account, including any or all landing or trading accounts; or

(d) refuse to open new Positions, landing accounts or trading accounts for you.

19.3 If we, in our sole discretion, believe that your Account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), we may suspend or freeze the Account or any privileges of the Account, may freeze or liquidate funds or Positions, or may avail ourselves of any of the remedies for an "Event of Default" in this Agreement.

19.4 Our rights and remedies under this Agreement are cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.



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## 20. OUR LIABILITY TO YOU

20.1 We (including our directors, officers and agents) shall not be responsible to you or any third party for:

(a) any loss, expense, cost or damages (together "Loss") you suffer or incur as a result of our/their acts or omissions unless and to the extent that such Loss is suffered or incurred as a result of our/their fraud, negligence or willful default;

(b) any Loss which is not a foreseeable result of us breaching this Agreement, including but not limited to, loss of future profit, loss of business, loss of goodwill or reputation, loss or corruption of data or loss of opportunity;

(c) any Loss you suffer or incur as a result of any error in any Order or instruction which is, or appears to be, made using your Access Code;

(d) any Loss you suffer as a result of your use of or inability to use Third Party Software;

(e) any decline in the value of your investments;

(f) any delay or change in market conditions before any Transaction is effected;

(g) the solvency, acts or omissions of any third party (except where we have been negligent in appointing that third party);

(h) any delay, failure or error by you in implementing any reasonable instruction we have provided to you;

(i) any inaccurate or incomplete instructions received from you;

(j) any losses you suffer as a result of any other person, whether authorized or unauthorized by you, gaining access to your Account using your Access Code or by any other means;

(k) inaccessibility or disruption to, or errors or defects with, or viruses, worms or software bombs spreading from, the Trading Platform unless due to our fraud, negligence or willful default;

(l) any interruption or destruction to the Trading Platform due to circumstances beyond our reasonable control;



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- (m) our refusal to execute any Transaction;
- (n) any Account Adjustment (including without limitation, the reversal or amendment of any Transaction);
- (o) any failure, delay or error in executing or confirming any Transaction; or
- (p) us exercising or failing to exercise our rights under this Agreement.

20.2 Nothing in this Agreement excludes or restricts any duty or liability we owe you under any Applicable Law, and if there is any conflict between this Agreement and the provisions of any Applicable Law, the provisions of the Applicable Law shall prevail.

20.3 Nothing in this Agreement or otherwise shall oblige us to do anything we believe to be contrary to Applicable Law.

## 21. YOUR RESPONSIBILITY FOR LOSSES

You are responsible for, and shall refund to us, any liabilities, losses or costs we may incur if you fail to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party, or arising out of any act or omission by any person obtaining access to your Account by using your Access Code, whether or not you authorized such access. This responsibility extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us. However, this responsibility does not extend to situations where we have acted negligently, fraudulently or with willful default.

## 22. EXCEPTIONAL EVENTS

22.1 We will not be liable to you for any delay in performance, or for the non-performance of any of our obligations under this Agreement by reason of any cause that is beyond our reasonable control, a "Force Majeure Event".

22.2 A Force Majeure Event will include, but is not limited to, the following:

- (a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from



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maintaining an orderly market in one or more of the Instruments in respect of which we ordinarily deal in Transactions;

(b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(c) the occurrence of an excessive movement in the level of any Transaction and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

(d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations; or

(f) the occurrence or continuation of any abnormal trading conditions.

22.3 If we determine in our reasonable opinion that a Force Majeure Event has occurred or is occurring, and we deem such action necessary in our reasonable discretion to protect our interests or those of our clients and other customers, we may at any time and without notice:

(a) Reduce leverage rates and thereby increase margin rates on both new and existing Positions;

(b) treat any or all Transactions that are then outstanding as having been cancelled and terminated;

(c) sell or otherwise convert any Position under our control into monies in such manner as we reasonably consider necessary or appropriate; and/or

(d) close out, replace or reverse any or all Transactions, enter into any other Transaction or take, or refrain from taking, such other action at such times and in such manner as we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any contracts, Positions or commitments.



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22.4 Upon the occurrence of a Force Majeure Event we will use commercially reasonable efforts to resume normal performance of the Trading Platform and will use our reasonable efforts to give you written notice that a Force Majeure Event has occurred.

22.5 26.5 In the case of a Force Majeure Event, you accept the risk of financial losses and will be liable for negative balances, which will become immediately due and payable.

### 23. REPRESENTATIONS AND WARRANTIES

23.1 It is a condition of this Agreement that you agree with the confirmations ("representations") and statements ("warranties") below as we provide services to you in reliance on them. You must notify us immediately if any of them cease to be correct for as long as this Agreement remains in place and prior to each Transaction.

23.2 You make the following general representations and warranties to us:

(a) your Registration Data is accurate, up-to-date and does not omit any important information of which we should be aware;

(b) you are of sound mind and legal competence;

(c) this Agreement (and each Transaction) has been validly entered into and is legally binding on you;

(d) you are not a Prohibited Customer;

(e) you are and will continue to comply with the terms of this Agreement and Applicable Law;

(f) any money or assets you supply to us for any purpose are unencumbered;

(g) you will not take any action which interrupts, or may interrupt, the provision of the Trading Platform, or enter or seek to enter into Transactions that we consider to amount to any form of market abuse, market manipulation or manipulation of our Trading Platform;

(h) you will not enter into any Transaction to exploit any temporal and/or minor inaccuracy in any price or Quote; and



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(i) you have not and will not grant a security interest in the Account or its assets to any entity or person without our prior written consent.

23.3 We make the following general representations and warranties to you:

(a) we will exercise all reasonable care and skill in providing the agreed services to you;  
and

(b) we have obtained and will maintain all necessary consents, authorizations, approvals or licenses and will take all necessary steps to comply with all Applicable Law and the terms of this Agreement.

## 24. HOW WE MAY USE YOUR PERSONAL AND SENSITIVE PERSONAL DATA

24.1 We collect and use information about you while providing the services to you. This may include personal data and sensitive personal data each as defined in the United Kingdom Data Protection Act 2018.

24.2 We will be the data controller of such personal data and will process your personal data in accordance with our Privacy Policy which is available on our Website. The Privacy Policy will form part of your Agreement with us.

24.3 You are entitled to receive information about the processing of personal data concerning you. We will, on your request or may on our own initiative, rectify any error detected. For more information about your rights and to control the way in which we use your personal data please review our Privacy Policy, which is available on our Website.

24.4 We may hold and retain information about you in order to comply with regulatory and legal obligations.

24.5 We may transmit your personal data to Tradeska and third parties in connection with our business (including, without limitation, such entities or persons located in countries without data protection safeguards that would be deemed adequate under UK standards), including, without limitation, for the purposes of:

(a) meeting obligations and disclosure requirements of any governmental entity or regulatory authority, brokers or other intermediaries or counterparties;

(b) managing and administering the relationship between you and us;



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- (c) complying with Applicable Law, including, without limitation, anti-money laundering and anti-terrorism laws and regulations and fighting crime;
- (d) assigning or sub-contracting, procuring goods or services for, or outsourcing any part of the our normal business functions to third parties;
- (e) monitoring our services, whether provided by ourselves or a third party; and
- (f) communicating with credit reference and information agencies.

24.6 We may do anything or disclose any matters without notice to you which:

- (a) we consider to be required by, or desirable in respect of, any Applicable Law, or requested by any competent government entity or regulatory authority; or (b) are required to enable any service under this Agreement to be provided.

24.7 We may monitor and record all our communications with you without the use of a warning tone or other notification.

24.8 The client confidentiality obligations set out in this Agreement and in our Privacy Policy do not and will not apply to, and in respect of, any confidential information required to be disclosed (by us or you) pursuant to any Applicable Law, or the lawful request of any court of competent jurisdiction, government agency, or regulatory body, provided in each case you (or we) notify and consult with us (or you) in advance and as to the timing and content of such disclosure, except where Applicable Law prohibits us (or you) from doing so.

## 25. OUR RIGHTS IN THE TRADING PLATFORM – INTELLECTUAL PROPERTY AND MARKET DATA

25.1 We (or our licensors) own all the Intellectual Property Rights in the Trading Platform and all derivatives of the Trading Platform. We do not grant you any right or interest in the Trading Platform other than the license, and in accordance with the terms of that section.

25.2 You confirm that:

- (a) you will not copy, record, translate or amend the whole or any part of the Trading Platform;



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- (b) you will not attempt to derive any source code for the Trading Platform;
- (c) you will use your best efforts to protect our Intellectual Property Rights from being infringed by you or any person acting on your behalf;
- (d) you will immediately notify us in writing if you become aware that the Trading platform is being used in a manner not authorized by this Agreement; and
- (e) you understand that we have a proprietary interest in all Market Data and that we reserve the right to disseminate or transmit such Market Data to Tradeska, or to any third party with which we have a written agreement, provided that to the extent any such dissemination or transmission is made for commercial purposes, such Market Data shall have been aggregated and anonymized such that its dissemination or transmission does not identify that you are the specific source of such Market Data or other information.

## 26. YOUR RIGHTS

### Reporting errors

If you think your Transaction History is wrong or contains an error, or if you need more information about any Transaction listed in your Transaction History, we must hear from you no later than 24 hours after the moment on which the problem or error first appeared in your Transaction History.

When you contact us you must:

- (a) provide your name and account number; and
- (b) describe the error or Transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need information.

### Complaints

We aim to provide you with the highest standard of service. However, we recognize that you may on occasion be dissatisfied with some parts of our service. If you would like to make a complaint about our service, you should email: [support@tradeska.com](mailto:support@tradeska.com).

## 27. SUSPENSION AND INSOLVENCY

- 27.1 If at any time trading is suspended in any Instrument that forms the subject of a Position, the Position in question will also be suspended from trading. The value of



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the Position, unless revalued by us as set out in this paragraph, will be based on the price quoted by the relevant Exchange at the time of suspension.

27.2 Irrespective of any instructions given by you (including an instruction to close) or any Pending Orders given by you in place on your Account, a Position on a suspended Instrument will remain open but suspended until such time as either the suspension is (a) lifted or (b) the stock is delisted and can be settled accordingly.

(a) Upon the lifting of suspension and the recommencement of trading, any Orders that are attached to the Position that have been triggered on the next last price will be executed as soon as is reasonable in the circumstances, having regard to the liquidity in the underlying market and any hedging transactions that we may need to execute with a third party in order to hedge our exposure to you. Due to the potential volatility upon the recommencement of trading, we cannot guarantee that Pending Orders will be executed at the first available underlying price.

(b) Where the Position relates to the price of shares in a company that has been delisted from the underlying Exchange, gone into liquidation or otherwise become insolvent or has been dissolved, we will close your Position.

27.3 If a company, whose shares represent all or part of the subject-matter of a Position, goes into liquidation or otherwise becomes insolvent, or is otherwise dissolved or de-listed by the underlying market by reason of the length of its suspension, the day on which the company goes into liquidation, or otherwise becomes insolvent, or is otherwise dissolved or de-listed will be the closure date of that Position. We will deal with your Position in the following manner, unless we are treated in an alternative manner by our liquidity provider, in which case such treatment as is reasonable will be applied to your affected Position:

(a) If you hold a Buy Position, the closing level of the Position will be zero. If a company makes a distribution to shareholders, an amount equaling the distribution will be credited to your Account.

(b) If you hold a Sell Position, the closing level of the Position will be zero. If a company makes a distribution to shareholders, an amount equaling the distribution will be debited from your Account. We reserve the right to require you to maintain Margin on this Position,



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which could be, for the avoidance of doubt, as much as the difference between the suspension price and zero.

27.4 Notwithstanding the above, if a company, whose shares represent all or part of the subject matter of a Position, is delisted from the exchange to which the Position relates, but at the time of delisting such company has not gone into liquidation or otherwise become insolvent, then we will take such action to the Position as is fair, taking into account the circumstances regarding the delisting and any hedging arrangements we have with our brokers. Examples of actions we may take include but are not limited to:

- (a) closing the Position at a price that is based on our fair and reasonable assessment of the value of the underlying Instrument to which the Position relates;
- (b) changing the Exchange to which the Position refers;
- (c) closing the Position at zero, as per the above provision;
- (d) maintaining the suspension of the Position until the company makes a distribution to shareholders of the underlying security, at which point if possible and taking into account our own hedging arrangements, we will reflect the distribution on your Position by way of a cash adjustment to your Account.

27.5 We reserve the right at all times during the term of a Position where the underlying Instrument is suspended to both:-

- a) revalue such Position at such price and/ or to change the Margin rate, in both cases as is reasonable in the circumstances and to require payment of Margin accordingly; and
- b) cancel any Pending Orders on the related Instrument.

If the Position remains open until such time as the suspension is terminated, which, for the avoidance of doubt, can occur without warning or notice to us, any remaining Pending Orders that you may have given us with respect to that Position will be executed as soon as is reasonable in the circumstances. We cannot guarantee that a Pending Order will be executed at the first available underlying market price.



**Contact us**  
+44 20 80892869



**Mail us**  
[support@tradeska.com](mailto:support@tradeska.com)



**Visit us**  
22 Stanley Road, London  
W30 8MD, United Kingdom

## 28. TELEPHONE RECORDINGS

You agree that we may record any telephone conversations between you and us and that any such recordings may be submitted in evidence in any proceedings relating to this Agreement or any Transaction.

## 29. NOTICES

29.1 All notices given by us to you will be given by e-mail from support@tradeska.com email address or by post to the address provided by you when applying for your Account or subsequently updated on your Account.

29.2 Communication will be considered to be received by us or you as follows:

- (a) if hand delivered, upon delivery;
- (b) if by email, on the next business day after transmission;
- (c) if sent by overnight courier, upon receipt and a signature will be proof of delivery; and
- (d) if sent by certified mail, the business day after the date of delivery indicated on the receipt issued by the relevant postal service

## 30. GENERAL LEGAL TERMS

### Exercising of Rights

30.1 You must comply with the terms of this Agreement even if we do not insist that you do something you are required to do under this Agreement, or if we delay in taking steps against you for breach of this Agreement.

### Action by Us

30.2 We are entitled, at any time and without notice to you, to take or not take any action to ensure compliance with Applicable Law. If there is any conflict between the provisions of this Agreement and the Applicable Law, the Applicable Law shall prevail.

### Severability

30.3 If any court or relevant authority finds any part of this Agreement to be invalid or unenforceable, the remaining parts of this Agreement will remain in full force and effect.



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## Third Party Rights

30.4 The Agreement is between you and us. Except as expressly provided elsewhere in the Agreement, nobody else shall have any rights to enforce any of its terms.

## Governing Law and Jurisdiction

30.5 The Agreement is governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes.

## ANNEX 1 - DEFINITIONS

"Account" means your Account with us and comprises of your landing account(s) and trading account(s) (for trading on the Trading Platform)

"Account Adjustment" means any debit or credit which we make to your Account, as a result of, without limitation, any deposit or withdrawal of funds, realized profits, realized losses, Service Charges, Financing Costs (Financing charges of Financing credits), or Invalid Transactions

"Access Code" means your account number and the unique password you use to access and use the Trading Platform

"Applicable Law" means any other rules of a relevant regulatory authority and all other applicable laws, rules and regulations as in force from time to time

"Authorized Person" means you or any of your authorized officers, partners, principals or employees

"Base Currency" means the currency in which your trading account is denominated

"Buy" means a Position that is opened by offering to buy a specific quantity of a certain Instrument, and may also be referred to as a "long" or "long Position" in our dealings with you, and always concluded on and in accordance with the terms of the Trading Platform

"Business Days" means any day other than a Saturday or Sunday or public holiday where the banks are open for general commercial business in UK

"CFD" means a contract for difference, being a contract that you enter into with us, for the Difference between the value of an Instrument as specified on the Trading Platform at the time of opening a Position, and the value of such Instrument at the time of closing the Position



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"Client Money" means money of any currency that we receive or hold for you, or on your behalf, in the course of or in connection with, the business contemplated by the Agreement other than money which is due and payable by you to us or any third party

"Connected Account" means a customer Account which is related to other customer Accounts by any one or more of the following similar criteria: IP address; name, address; country of registration; password; machine identity; remittance source

"Difference" means the difference in price upon the opening of a Position and the closing of such Position, plus or minus the spread, as applicable

"Exchange(s)" means securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems for Instruments

"Exchange Market Size" A number of shares that are traded on a recognized exchange, that is treated as financially equivalent to the exchange market size in transactions of the underlying share as defined in the rules of the exchange

"Financial Data" means any financial and Market Data, price quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the Trading Platform

"Financing Cost" ("Financing Charge" and "Financing Credit") means either "Financing Charge" or "Financing Credit", and reflects the cost of funding an open Position (in relation to the margin utilized). The Financing Cost is calculated on a per Position basis and may be a charge or a credit, depending on whether the Position is a buy/long Position or a sell/short Position, and the impact of our admin fee. Does not apply to 'Swap Free' Accounts

"Instrument" means any stocks, shares, commodities, base or precious metals, exchange rates, indices, or other financial instruments or security, which form the underlying Instruments of the Products offered through the Trading Platform

"Intellectual Property Rights" means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer Software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and



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including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world

"Invalid Transaction" means any Trade which we reasonably determine was executed:

using an erroneous or otherwise incorrect price; in violation of any Applicable Law; to exploit any temporal and/or minor inaccuracy in, and/or any delay in the display of, any price; as a result of, or to take advantage of, any operator error or error in the Trading Platform Software; or in violation of any of our rules or regulations published on our Website

"Manifest Error" means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Instruments or at manifestly incorrect market price quotes or prices at a clear loss

"Margin" means the minimum amount of available money needed on your trading account in order to execute a Transaction, as specified on the Trading Platform from time to time for each specific Instrument

"Margin Closeout" means the automatic closing of all your Open Positions by the Trading Platform, which occurs when the amount in your trading account does not meet the Margin Requirement

"Market Abuse" unlawful behavior in financial markets including insider dealing, unlawful disclosure of inside information and market manipulation

"Market Data" means any information entered into and/or created or displayed on the Trading Platform, including without limitation price, size, date and time of entry of each Order submitted to the Trading Platform, date and time of execution of each Transaction executed on the Trading Platform, and any information that can be derived from the foregoing

"Normal Market Size" means the maximum number of units of an Instrument that we believe an Exchange trading in such an Instrument can comfortably handle, having regard, if appropriate, to the normal market size set by such an Exchange or any other equivalent or analogous level set by the Exchange on which the Instrument is traded

"Order" means a Market Order or a Pending Order



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"Position" or "Open Position" means your Position in relation to any of our Products currently open on your Account

"Privacy Policy" means our privacy policy which can be found on our Website

"Product" means any type of CFD offered for trading on the Trading Platform

"Prohibited Customer" means a person or entity who is subject to any sanctions or a person to whom we are legally prohibited from providing our services

"Scalping" means a trading strategy based on the premise that the client opens a larger than average number of Positions and closes them usually within a two-minute timeframe in order to accumulate quick profits from small price changes

"Sell" means a Position that is opened by offering to sell a specific quantity of a certain Instrument, and may also be referred to as a "short" or "short Position" in our dealings with you, and always concluded on and in accordance with the terms of the Trading Platform

"Service Charge" means any incidental charge payable by you on your Account pursuant to our policies in place from time to time, including without limitation any banking charge or wire/ bank transfer charge

"Software" or "Trading Platform Software" means the software we provide which you may download in order to use the Trading Platform

"Third Party Software" means software provided by third parties embedded or used in the Trading Platform

"Third Party Software Licenses" means licenses from third parties governing Third Party Software embedded or used in the Trading Platform

"Trading Hours" means the hours of trading, as displayed on the Trading Platform and Website, for a particular Instrument

"Trading Platform" means the proprietary Tradeska trade electronic trading platform facility, MT5 or any other trading platform offered by Tradeska (which may from time to time be governed by a supplemental agreement) (together with any other programs, tools, services, upgrades, bug fixes and updates if any, and its underlying code) however you access it (including via our Website or by downloading our app)



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"Transaction" refers to either the opening or closing of either a Buy or Sell Position for a Product or an Instrument on the Trading Platform, in accordance with the terms of this Agreement

"Transaction History" means the online history of Transactions occurring on your Account, accessible to you via the Trading Platform and your portal

"Website" means [www.tradeska.com](http://www.tradeska.com)



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