TERMS OF BUSINESS

1. Introduction

1.1. These Terms of Business govern all actions in respect of the execution of the Customer's Instructions and Orders.

1.2. These Terms of Business specify:

a) the Company's actions in respect of the Customer's Open Positions in case the Margin Level on the Trading Account is insufficient to support Open Positions;

b) the principles of placing and executing Orders;

c) the procedures of Dispute resolution; and

d) the methods of providing Confirmations to the Customer.

1.3. These Terms of Business, the Customer Agreement and the Risk Acknowledgement and Disclosure shall govern all the Customer's Transactions and should be read carefully by the Customer.

1.4. Unless otherwise defined, capitalized terms used in these Terms of Business shall have the meaning given to such terms in the Customer Agreement.

1.5. These Terms of Business supersede any previous agreement, arrangement or understanding between the Company and the Customer as to the basis on which Services are provided to the Customer by the Company in respect of the Margin Trading via Terminal, or a third-party application connected to the Server.

2. Instructions

2.1. The Customer shall give Instructions via the Client Terminal.

2.2. The Company may decline an Instruction if the Customer's Free Margin is less than the Margin required to open a position.

3. Rollovers

3.1. All Open Positions at 00:00 UTC are subject to rollover. These positions will be rolled over by debiting or crediting the Customer's Trading Account with the amount calculated in accordance with the Rollover/Interest Policy Webpage.

4. Leverage

4.1. The Company shall review the Trading Account Equity on a regular basis. The Company is entitled to change the Leverage on the Customer's Trading Account without prior notice to the Customer and with immediate effect in accordance with the standard terms specified on the Website.

4.2. The Company has the right to lower the Leverage for a particular Customer at any time and at its sole discretion.

5. Quotes

5.1. Where relevant, the Company may provide quotes via the Trading Platform. All quotes are indicative only, are current as at the time provided or displayed, and are provided for information purposes only but do not constitute an offer by the Company to buy or sell any

product or Instrument at that price. All quotes are subject to volatility and market fluctuations.

5.2. The Company has the right to void any Transaction made at an Error Quote. The validity of a Quote is determined by the Company at its sole discretion.

5.3. The Company may, in its absolute discretion, but is under no obligation to, execute the Client's requests and instructions outside of the normal trading hours specified for that particular Instrument.

5.4. Where relevant, the Company specifies Spread for each Instrument on its Website. The Company is entitled to change Spreads without prior notice to the Client.

5.5. While the Company takes into account the underlying asset price, the Client acknowledges that the Company is under no obligation to ensure that the CFD and Spread Betting quotes it provides are within any specific percentage of the underlying asset price. When the Underlying Market or exchange is closed, quotes provided by the Company will reflect what the Company believes to be the current Bid and Ask price of the relevant underlying asset price at that time. The Client acknowledges that quotes may be set by the Company in its absolute discretion.

6. Orders

Order Expiry Types

6.1. The Customer may specify the following expiry types as Order Expiry:
   a) Good Till Cancel (GTC): Order remains active until either fully or partially executed or explicitly cancelled by the Customer. Order automatically expires on the 180th calendar day from the date Order was placed.
   b) Immediate or Cancel (IOC): the Company executes the Order at the current Quotes in accordance with clause 6 of these Terms of Business; any remaining portions not immediately executed are cancelled.
   c) Good Till Date/Time (GTD): the Customer explicitly specifies the date and time at which an Order is to be expired if not already executed or cancelled; otherwise Order will be deleted after the 180th calendar day.
   d) Fill or Kill (FOK): the Order is cancelled unless the Order can be executed in its entirety at the current Quotes in accordance with clause 6 of these Terms of Business (partial execution is not allowed).
   e) Good For Seconds: the Order is valid for the specified number of seconds after it is received by the Server. Once the specified seconds have passed, if the Order has not been executed, it is automatically expired by the Server.

Market Order

6.2 To place a Market Order, the Customer shall specify the following parameters:
   a) Instrument.
   b) Maximum Order Quantity.
   c) Order Side.
   d) Minimum Order Quantity.
   e) Order Expiry.

6.3. Once the Server receives a buy Market Order (a "buy" as the Order Side):

$IMPLEFX

a) the Market Order is partially or fully executed at the current Asks (starting with the Ask with the lowest Rate), subject to the following conditions:

    i. If the Ask's minimum Transaction size is above the Maximum Order Quantity, the Order cannot be partially or fully executed at the Ask.

    ii. If the Ask's maximum Transaction size is below the Minimum Order Quantity, the Order cannot be partially or fully executed at the Ask.

    iii. No more than the Ask's maximum Transaction size can be executed at the Ask.

6.4. Once the Server receives a sell Market Order (a "sell" as the Order Side):

a) the Market Order is partially or fully executed at the current Bids (starting with the Bid with the highest Rate), subject to the following conditions:

    i. If the Bid's minimum Transaction size is above the Maximum Order Quantity, the Order cannot be partially or fully executed at the Bid.

    ii. If the Bid's maximum Transaction size is below the Minimum Order Quantity, the Order cannot be partially or fully executed at the Bid.

    iii. No more than the Bid's maximum Transaction size can be executed at the Bid.

Limit Order

6.5. To place a Limit Order, the Customer shall specify the following parameters:

a) Instrument

b) Maximum Order Quantity

c) Order Side

d) Minimum Order Quantity

e) Order Expiry

f) Order Limit Price

6.6. Once the Server receives a buy Limit Order (a "buy" as the Order Side) which Order Expiry type is not Fill or Kill:

a) the Limit Order is partially or fully executed at the current Asks with the Rates equal to or below the Order Limit Price (starting with the Ask with the lowest Rate), subject to the following conditions:

    i. If the Ask's minimum Transaction size is above the Maximum Order Quantity, the Order cannot be partially or fully executed at the Ask.

    ii. If the Ask's maximum Transaction size is below the Minimum Order Quantity, the Order cannot be partially or fully executed at the Ask.

    iii. No more than the Ask's maximum Transaction size can be executed at the Ask.

6.7. Once the Server receives a sell Limit Order (a "sell" as the Order Side) which Order Expiry type is not Fill or Kill:

a) the Limit Order is partially or fully executed at the current Bids with the Rates equal to or above the Order Limit Price (starting with the Bid with the highest Rate), subject to the following conditions:

    i. If the Bid's minimum Transaction size is above the Maximum Order Quantity, the Order cannot be partially or fully executed at the Bid.

    ii. If the Bid's maximum Transaction size is below the Minimum Order Quantity, the Order cannot be partially or fully executed at the Bid.

    iii. No more than the Bid's maximum Transaction size can be executed at the Bid.

$IMPLEFX

iv.

Stop Loss Order

6.8.   To place a Stop Loss Order, the Customer shall specify the following parameters:
   a)   Instrument.
   b)   Maximum Order Quantity.
   c)   Order Side.
   d)   Minimum Order Quantity.
   e)   Order Expiry.
   f)   Order Stop Price.
   g)   Order Stop Side.

6.9.   A buy Stop Loss Order (a "buy" as the Order Side) which Order Stop Side is "Bid" becomes a buy Market Order when the Bid with the highest Rate becomes equal to or above the Order Stop Price.

6.10. A buy Stop Loss Order (a "buy" as the Order Side) which Order Stop Side is "Ask" becomes a buy Market Order when the Ask with the lowest Rate becomes equal to or above the Order Stop Price.

6.11. A sell Stop Loss Order (a "sell" as the Order Side) which Order Stop Side is "Bid" becomes a sell Market Order when the Bid with the highest Rate becomes equal to or below the Order Stop Price.

6.12. A sell Stop Loss Order (a "sell" as the Order Side) which Order Stop Side is "Ask" becomes a sell Market Order when the Ask with the lowest Rate becomes equal to or below the Order Stop Price.

Trailing Stop

6.13. To place a Trailing Stop, the Customer shall specify the following parameters:
   a)   Instrument.
   b)   Maximum Order Quantity.
   c)   Order Side.
   d)   Minimum Order Quantity.
   e)   Order Expiry.
   f)   Order Trail By.
   g)   Order Stop Side.
   h)   Order Limit Price (optional).

6.14. Once the Server receives a buy Trailing Stop (a "buy" as the Order Side), the Server:
   a)   Places a buy Stop Loss order (if Order Limit Price is not specified) or a buy Stop Limit Order (if Order Limit Price is specified) with the Order Stop Price at the current Bid with the highest Rate plus Trail By Pips (if Order Stop Side is "Bid") or at the current Ask with the lowest Rate plus Trail By Pips (if Order Stop Side is "Ask").
   b)   Constantly changes the Order Stop Price as defined in clause 6.30 (a) of these Terms of Business if the difference between the Order Stop Price and the current Bid with the highest Rate (if Order Stop Side is "Bid") or the current Ask with the lowest Rate (if Order Stop Side is "Ask") exceeds Trail By Pips.

SIMPLEFX

6.15. Once the Server receives a sell Trailing Stop (a "sell" as the Order Side), the Server:

a) Places a sell Stop Loss order (if Order Limit Price is not specified) or a sell Stop Limit Order (if Order Limit Price is specified) with the Order Stop Price at the current Bid with the highest Rate minus Trail By Pips (if Order Stop Side is "Bid") or at the current Ask with the lowest Rate minus Trail By Pips (if Order Stop Side is "Ask").

b) Constantly changes the Order Stop Price as defined in clause 6.31 (a) of these Terms of Business if the difference between the Order Stop Price and the current Bid with the highest Rate (if Order Stop Side is "Bid") or the current Ask with the lowest Rate (if Order Stop Side is "Ask") exceeds Trail By Pips.

c)

7. Insufficient Margin Level and liquidation of Open Position

7.1. The Company is entitled to close out any or all of the Customer's Open Positions without the consent of the Customer or any prior notice if the Equity is less than 30% of the Margin.

7.2. Margin Level is monitored by the Server and subject to clause 7.1 the Server generates an instruction to close out any or all of the Customer's Open Positions without prior consent of the Customer or any prior notice. The Open Positions will be closed out by the execution of relevant Market Orders.

7.3. If the actions described in clauses 7.1 and 7.2 of these Terms of Business have resulted in a negative Trading Account Equity, the Customer shall be liable for the loss and must make a payment of the full and total amount due immediately.

8. Disputes

8.1. Both the Company and the Customer have the right to initiate the process of Dispute resolution.

8.2. If any conflict situation arises when the Customer reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of these Terms of Business, the Customer has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen. The Customer must file a complaint within thirty (30) Days of a dispute arising.

8.3. Any complaint should be raised with our Client Services department and will be handled according to our complaints procedures, a summary of which are available on our website(s) and a full version available on request.

8.4. A complaint shall include:

a) name and surname of the Customer (or company name if the Customer is a legal entity);

b) Customer's login to the Trading Platform;

c) details of when the conflict first arose (date and time in UTC);

d) Order ticket;

e) description of the conflict situation supported by the reference to these Terms of Business.

8.5. The complaint must not include:

a) affective appraisal of the conflict situation;

b) offensive language;

c) uncontrolled vocabulary.

8.6. The Company has the right to refuse a complaint if any of clauses 8.2, 8.3, 8.4 or 8.5 have been breached.

$IMPLEFX

8.7. The Server Log-File is the most reliable source of information in a case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File.

8.8. If the Server Log-File has not recorded the relevant information to which the Customer refers, the argument based on this reference may not be considered.

8.9. The Company may resolve all Disputes:

a)   by crediting/debiting the Customer's Trading Account;

b)   by voiding Transactions; and/or

c)   by cancelling Orders.

The Company has the right to choose the method of Dispute resolution at its sole discretion.

8.10. Disputes not mentioned in these Terms of Business are resolved in accordance with the common market practice and at the sole discretion of the Company.

8.11. The Company shall not be liable to the Customer if for any reason the Customer received less profit than had hoped for or incurred a loss as a result of uncompleted action which the Customer had intended to complete.

8.12. The Company shall not be liable to the Customer in respect of any indirect, consequential or non-financial damage (emotional distress etc.).

8.13. The Company shall consider any Customer's complaint or Dispute and endeavour to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within thirty Days from the day the complaint is received.

8.14. The Company shall take all necessary actions in accordance with clauses 8.9 (a), (b) and/or (c) as soon as reasonably practicable but in any case within one Business Day after the decision in respect of the Dispute is made.

8.15. If the Customer has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in respect of any unexecuted Instructions or Orders which are given during such construction period, are not accepted. The fact that the Customer has not received a notice shall not constitute a reason to lodge a complaint.

8.16. No Customer complaints will be accepted in respect of the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote or at a Quote received as a result of a Manifest Error.

8.17. In respect of all Disputes any references by the Customer to the Quotes of other companies or information systems will not be taken into account.

8.18. No complaints are accepted if the Customer is not able to send an Instruction:

a)   because of the poor Internet connection either on the side of the Customer or the Company or both; or

b)   as a result of a Manifest Error; or

c)   as a result of the failure of the Trading Platform software/hardware either on the side of the Customer or the Company or both.

8.19. If an Order has been cancelled by mistake:

a)   because of the failure, malfunction or misuse of the Trading Platform software/hardware; or

$IMPLEFX

b) because of the insufficient Free Margin required to make a Transaction as a result of an Error Quote in the Quotes Flow at which Unrealised P/L for the Open Positions have been calculated; or

c) because of the insufficient Free Margin required to make a Transaction as a result of a Dispute in respect of another Order, Open Position or Transaction, the Order will not be reinstated and no complaints in respect of this matter are accepted.

8.20. If an Order has been erroneously executed:

a) at an Error Quote; or

b) because of a Manifest Error; or

c) because of the failure, malfunction or misuse of the Trading Platform software, and the Company initiates a Dispute resolution in accordance with clause 8.1, the Company voids the Transaction. The Order will not be reinstated and no complaints in respect of this matter are accepted.

8.21. If:

a) the Company erroneously executes an Order at a price which differs from the price at which the Company should have executed it in accordance with clause 6; and

b) the Company initiates a Dispute resolution in accordance with clause 8.1, the Company debits/credits the Customer's Trading Account with the difference between the value of executing a Transaction at the actual execution price and the value of executing a Transaction at the price at which the Order should have been executed in accordance with clause 6.

8.22. No complaints are accepted if an Order has not been executed:

a) at an Error Quote; or

b) because of the insufficient Free Margin required to make a Transaction as a result of a Dispute in respect of another Order, Open Position or Transaction (in this case the Order is automatically cancelled and will not be reinstated and no complaints in respect of this matter will be accepted).

8.23. If the Server erroneously liquidates the Customer's Open Positions in accordance with clause 7.1:

a) at an Error Quote; or

b) because the Company makes a Manifest Error and clause 7.1 is breached; or

c) because of malfunction or misuse of the Trading Platform software and clause 7.1 is breached; or

d) because clause 7.1 is breached as a result of an Error Quote in the Quotes Flow at which Unrealised P/L is calculated; or

e) because clause 7.1 is breached as a result of a Dispute in respect of another Order, Open Position or Transaction, and the Company initiates a Dispute resolution in accordance with clause 8.1, the Company will pay the Customer the difference between the value of closing the Open Position at the actual close price and the value of closing the Open Position at the Quote which is not an Error Quote and is registered in the Quotes Flow at the moment the position is closed.

8.24. No complaints are accepted if an Order that has been entered into/ executed, determined by the Company as Invalid Transaction in its sole discretion, as:

a) executed using an erroneous/ invalid or otherwise incorrect rate/ price; or

b)   to exploit any temporary and/ or minor inaccuracy in, and/ or any delay in the display of, any rate/ price; or

c)   as a result of, or to take advantage of, any platform/ system or human error; or

d)   in violation of any of the Company`s rules or regulations; or

e)   executed in bad faith; or

f)   in violation of any applicable law or regulation.

9. Confirmations and Trading Account Information

9.1.   Following the execution of an Order on the Customer's Trading Account, the Company will confirm that Transaction as soon as practicably possible by posting a Confirmation on the Client Terminal, however failure to do so will not affect the validity of the Transaction.

9.2.   Confirmations shall be deemed to be conclusive and binding on the Customer.

9.3.   The Company will post details of the Customer's Trading Account activity on the Client Terminal and the Customer will be able to generate daily and monthly reports of the Trading Account activity as well as a report of each executed Transaction.

9.4.   Updated Trading Account Information will be available no more than twenty-four hours after any activity takes place on the Customer's Trading Account. Posting of Trading Account Information on the Client Terminal will be deemed delivery of Confirmations.

9.5.   The Company may in its absolute discretion withdraw or amend any Trading Account Information at any time. The Trading Account Information posted on the Client Terminal shall (unless it is manifestly incorrect) be conclusive evidence of the Customer's Transactions.

9.6.   Unless otherwise agreed, the Customer agrees that the Company is under no obligation to provide Confirmations in hard copy or by email rather than on the Client Terminal.

10. Currency

10.1.   The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may in its discretion determine, having regard to the prevailing rates for freely convertible currencies at that time.

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