

# TERMS OF BUSINESS



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## 1. INTRODUCTION

- a. FairMarkets is the trading name of Fairmarkets International Ltd. (“FairMarkets”, “Company”, “us”, “we”, “our”, “ours”, “ourselves”).
- b. FairMarkets is authorised and regulated by the MFSC (Mauritius Financial Services Commission), License number GB21026295.
- c. These Terms of Business (“Terms of Business”) cover both Foreign Exchange (“FX”) and Contracts for Difference (“CFD”). You agree to be bound by those areas of this agreement that are pertinent to the types of accounts held by you, and the types of trades executed with ourselves.
- d. These Terms of Business set out the part of FairMarkets General Terms & Conditions consisting of including but are not limited to this Terms of Business, Client Agreement, Risk Disclosure Policy, Terms of provision of service and information use, Privacy Policy, Anti Money Laundering & Compliance Manual, Complaint Handling and Processing Policy, All regulatory documents posted from time to time on the Client Agreement, amendments and addendums (“Terms & Conditions”) agreed between us and the client or customer (“client”, “you”, “yours”).
- e. These Terms of Business do not in any way affect your statutory rights.
- f. If any part of this agreement is deemed to be invalid or unenforceable then the rest of this agreement will still be enforceable.
- g. These Terms of Business will be deemed to be the most recent and applicable and will come into effect when we open an account or accounts for you, or when we notify you of these new Terms of Business taking effect from a previous version.
- h. They will apply to all new and existing trades taken out, and where possible we will give you at least 10 working days’ notice of any major changes taking effect. This may be in writing, email, notification on the website or through any other means deemed appropriate by FairMarkets.
- i. This may not include margin requirements or spreads which can change rapidly due to market developments. Also, certain markets may become suspended or we may cease trading some markets for which we will not be held accountable or liable.
- j. The words ‘trading’ and ‘trade’ are used interchangeably in these Terms of Business.
- k. Upon your acceptance of these Terms of Business and our acceptance of you as a client you warrant to FairMarkets that every trade you transact with us you do so directly with us in accordance with these Terms of Business.
- l. If any of the terms set forth herein were to be translated into a language other than English, then the English version shall prevail where there is an inconsistency or conflict.
- m. As a client of FairMarkets you also undertake only to trade or if:
  1. You are not contravening any legislation in the country from where you are at the time.
  2. You are over the age of 18 years old.
  3. You are not bankrupt or going through bankruptcy proceedings or subject to any legal regulations that may prevent you from adhering to these Terms of Business.
  4. Your personal details held with us are up to date have sought permission from your compliance officer and you authorise us to provide your compliance department with copies of your personal account dealings. Where you are employed by a regulated firm you have sought permission from your compliance officer, and you authorise us to provide your compliance department with copies of your personal account dealings.

If you do trade while contravening one of the above, then you will still be held accountable and liable for all trades and their corresponding profits or losses.

## 2. GENERAL

While Foreign Exchange is traded globally, CFDs are not. Certain countries do not allow their use and it is the responsibility of the individual to make sure that they comply with any local laws that are applicable to them, both in terms of actually holding an account and the relevant applicable tax laws. Specifically we do not allow residents of the Islamic Republic of Iran, Zimbabwe, Cote d'Ivoire, Iraq, Yemen, Somalia, Libya, Sudan, , Syria, Myanmar, American Samoa, Australia, Democratic People's Republic of Korea, British Virgin Islands, United States of America, Canada, Turkey, Burma, Brunudi, Crimea, Sevastopol, Cuba, Indonesia, Japan and Mauritius or its citizens to hold an account with us.

You undertake not to access any websites or trading platforms associated with FairMarkets from the USA or any other country where it may be against the law of that country to trade with a Mauritius based company.

Any prices or quotes that we may show in advertisements, promotions, on television or on our website are purely for indication only. Only prices on our Internet Trading Platform are available to trade on, subject to the other terms of this Terms of Business.

You accept that wherever possible we will communicate with you via electronic means such as email. In addition to this, if you are legally required to accept anything where normally a signature would be required then this can be done electronically by 'clicking' the appropriate button or following other on-screen instructions via our web site.

You will at all times take reasonable measures to ensure that you pass no computer viruses or such like onto our system network. We have the right to assign the legal benefit and responsibilities of this agreement.

## 3. DEFINITIONS

Please refer to Client Agreement article 22, "Terms and Interpretation (Definitions) contained within this Agreement and/or the Regulations" for any term, definition or interpretation you may seek to find.

## 4. DEMO ACCOUNTS

Entry to the demonstration (demo) platform will be disabled after 30 days.

With the FairMarkets demo or virtual account, you are not trading with real money. Any money you make or lose is fictitious and cannot be transferred to a real account, cashed in or redeemed in any way. The demo account is purely for practice and for demonstration purposes only and contains a small selection of the markets that we offer.

Profits or losses incurred while trading in a demo environment do not necessarily reflect what you may achieve when trading in a live environment. FX and CFDs are volatile instruments and it is possible to rapidly make or lose more than your initial deposit.

## 5. ACCOUNTS

- a. FairMarkets may refuse your application to open an account for any reason and is under no obligation to provide any reasons for doing so.
- b. FairMarkets may at its discretion share Non-Public Information with its affiliates or third-party service providers and joint marketers not affiliated with the Company.
- c. You have one agreement between FairMarkets and you which covers all accounts you may hold with us even if they are in different asset classes (i.e. FX or CFDs). This agreement covers all trades, open or closed, orders and any other transactions.
- d. In the event that we exercise our rights under this agreement to close all, or some, of your positions and cancel any pending orders and /or to close your account(s) we have the absolute right to consolidate the cash balances held in any of the accounts you hold with FairMarkets or any of its affiliates. We may also, at our discretion, net off your

positive account cash balances against negative account cash balances, and your profits from any open trades in an account against losses on open positions in another account. We may also offset any funds against any other liabilities owed by you including, but not limited to, legal costs and interest. In the event that monies held are in different currencies we will convert these to one universal currency at the prevailing market rate, leaving one amount either payable by us to you or by you to us.

- e. You accept these Terms of Business, and any amendments or additions, for all accounts that you hold with us, or our associates, whether they are main accounts or sub accounts and no matter what areas of business they cover.

## 6. ACCOUNT SIZE

- a. We reserve the right to impose a maximum account size that we are willing to allow clients to hold with us. This may be set the same for each of the account types (FX or CFDs) or differently. You may hold more funds in your account than the account limit, but you will not be permitted to utilise those funds that are in excess of the account limit for the purpose of trading.
- b. You will be notified of the account size on acceptance of your application for an account, and we reserve the right to change this amount at any time with no prior notice.
- c. We will set this limit in US dollars, Euros or Sterling and this will be applied to whatever base currency that your account is held.
- d. If for any reason your open positions exceed the size that your account size permits due to an error or other reason, we reserve the right, without the obligation, to bring your account back to within its limit by closing some or all your open positions.
- e. Regardless of the maximum account size placed on your account, customers can lose or make substantially more than that amount.

## 7. PASSWORDS

- a. It is imperative that you keep your password secure and confidential and under no circumstances should you divulge it to anybody. No one at FairMarkets will ever ask you your password.
- b. If you have chosen your password then it is your responsibility to ensure that it is unique, secure and unlikely to be guessed by anyone.
- c. If you think the security of your password has been compromised, then you must inform us immediately. FairMarkets accepts no liability for any unauthorised use of your account.
- d. It is also important that you keep your username / account number secure as this is used as part of our identification process.

## 8. COMMUNICATION AND CONTACT DETAILS

Please refer to Client Agreement article 13, "Communications and Verification" for further details may seek to find on communication and contacting details.

## 9. COMMISSIONS / CHARGES / TAX

- a. It is your sole responsibility to assess and pay any tax liability that may occur from the results of any trades carried out by you. If you are unclear in any way about this, then you should seek independent tax advice from someone authorised to do so from your tax jurisdiction. (You should seek advice from your accountant, the tax office, or other relevant experts).
- b. We reserve the right to pass on any costs or charges that may arise in the future, (for example a change in stamp duty payments in the event of a change in governing regulations or the law).

- c. We may pass on any increase in costs associated with going short on an equity (i.e., placing an opening sell trade) if our charges are increased by our brokers (i.e., margin or financing).
- d. We are not under any obligation to reveal any profit, interest or any other kind of remuneration made by us from any trade under any circumstances.

## 10. DEPOSITS / WITHDRAWALS / BALANCES

- a. You can fund your FairMarkets account at any time online via our website. You can use a vast array of methods which are constantly expanding, details of which can be found online. In addition to this, you can make a bank transfer directly from your bank to ours, details of which can be found on our website. Unless FairMarkets agrees otherwise, payments can only be made from the client's own personal bank account.
- b. You can request a payment from your account at any time. These requests are processed daily by our accounts department. All monies returned will be paid back to the source from where they originated. In the event that we are unable to do this because this would breach deposit limits applied by that financial institution, then we will have to return the funds directly to your bank account. This will be done in line with our strict anti-money laundering procedures and may include you having to provide additional identification and proof of the bank account belonging to you.
- c. We reserve the right to pay you interest on unutilised funds held in your account, and we will inform you if we intend to do this. This will be calculated daily and paid monthly in arrears. We may also impose a minimum unutilised account balance that this will be applicable to.
- d. Once funds have been deposited into your account, you can place trades utilising these funds. If you want to place an additional trade but have insufficient margin to do this, you must deposit more funds into your account first.
- e. We will pass on any costs associated with taking deposits from you. These may be in the form of a percentage commission charged by the debit/credit card company.
- f. We will pass on any costs that may be associated with transferring money back to your bank, credit or debit card from your account when withdrawing money.
- g. At any time you may request all unutilised funds on your account to be repaid to you. If from the time of your request to the time that we process the request the value of any open positions has moved such that you no longer have the amount requested available, then we will notify you accordingly. We also reserve the right to withhold any payment if we feel that it may be required to meet future short-term payments.
- h. In the unlikely event that you have a negative balance on your account, which may have arisen from a market gapping (see section on gapping) you are required to clear this immediately. This should be done by debit/credit card or any other equally instant method of payment.
- i. If a negative balance goes unpaid then after a period of 7 days, we reserve the right to take any action necessary to recover the debt and charge interest during this process. In order to obtain further information, please refer to article 10.2. available under the "Payments" section of the Client Agreement.
- j. At no time will FairMarkets accept or make a third-party payment, unless, at its absolute discretion, it has agreed to do so in strict adherence to anti money laundering regulations.
- k. In the event of an account being left dormant or un-utilised for a period of 5 years FairMarkets shall have the right to completely deactivate the Dormant Account. In such case, FairMarkets may start proceedings in attempt to contact the registered owner of the account. In the event of the account holder's death then an attempt will be made to contact their estate or heirs. All reasonable steps will be taken, where possible, to locate the legal title holder of the account, but if after a further period of 12 months no contact has been made then FairMarkets may close the account and will no longer consider the funds held on that account as client funds.

## 11. MINIMUM / MAXIMUM

Every market we quote, whether in FX or CFDs has a minimum trade size and a maximum trade size. These are clearly shown in our Market Information Sheets.

## 12. MARGIN

- a. When any trade is placed, an initial margin requirement must be met. This is a minimum deposit that must be made to fund that position. This is also known as the Notional Trading Requirement (NTR) and is required as a form of security in case the trade starts to lose money.
- b. These funds must be cleared funds, paid to us via a debit/credit card or SWIFT. We do not accept cheques.
- c. Depending on the account type, these NTRs will either vary from product to product, or may be fixed and the clients account balance given a leverage, or multiple, in which they can trade off.
- d. The NTRs for all markets where the accounts are not individually leveraged are published in our Market Information Sheets (MIS) on our web site.
- e. For individual NTRs these can change according to how volatile the market conditions are at the time. If we do change an NTR and you have an open trade at the time, then we will endeavour to give you one week's notice of this change. However, in exceptional circumstances we reserve the right to implement this change immediately, which may mean you are instantly put on a margin call or are over your account size. We will endeavour, if this situation arises, to be sympathetic with any problems that may occur.
- f. Although margin requirements are automated in our system, it is your responsibility at all times to know your positions and to monitor the state of your account, placing more funds into your account as and when is necessary. Any losses or additional losses that arise from the failure to close these positions will be your responsibility.
- g. Our system will liquidate your positions when your equity, which is your cash plus your open profit/loss, falls below a certain predefined threshold of the total margin required of all your positions.
- h. You will go onto margin call when your available funds fall below zero. This is when your cash balance plus your margin requirement plus your P+L is less than zero. It is your responsibility to monitor this, and you can help to manage this level with the use of stop loss orders (see section on Orders). We are not responsible for alerting you to the fact that you are on margin.
- i. We may issue you with a margin call. This will require you depositing cleared funds with us immediately. We do not accept any liability if you are or are not placed on Margin Call.
- j. We are entitled to request these funds to cover a margin call at any time, and you are obliged to pay cleared funds immediately to cover this. We may at our discretion close your position(s) partly or in full if your tradable funds are below zero.
- k. Margin calls can be made by telephone, voicemail, email, fax, letter, graphical user interface, Internet Trading Platform or any other method deemed appropriate by FairMarkets. It is your responsibility to ensure that we always have the correct and up to date information on file so that you may be contacted. If we are unable to reach you but have left a message notifying you of the margin call or were unable to contact you in any capacity through no fault of ours, then you will be deemed to have been notified.
- l. FairMarkets will not be liable for any losses incurred by you arising from your positions being closed due to a margin payment not being made in the required time or manor.

## 13. TRADES

- a. FairMarkets will act as the principal counterparty on all trades or orders undertaken between you and us.
- b. All Spot or rolling Foreign Exchange trades 'roll' every day to the next business day if you are holding a position at 5pm Mauritius time and are subject to financing. This can change due to public holidays or other events, and we will endeavour to notify you of any changes via our website. Foreign Exchange futures trades are not subject to financing.

- c. All trades or orders carried out by us are done so on an execution only basis unless a prior agreement has been reached and agreed to in writing.
- d. All trades and orders initiated by you will be treated as an offer by you to deal on our quote which we can at our discretion accept or decline. Our displayed quote should not be deemed an offer by us to deal at that price.
- e. We are under no obligation to suggest ways for you to reduce any risk exposure you may have.
- f. Any information given to you by us in good faith and acted upon or not by you, in the absence of fraud or negligence, will not lead to us being held accountable for any losses, or profits, made by you.
- g. All trades carried out by you are done so entirely on your own judgement, whether you acted on or relied upon any information given by us on the market concerned whether it be the price, or positions held. Any trades carried out by you in such a circumstance will be held binding and deemed valid.
- h. You should fully understand and make yourself aware of all financial considerations required by you before you place a trade. This includes the notional trading requirement (NTR) where appropriate, and the consequences of a trade moving against you.
- i. It is your responsibility to make sure you fully understand all aspects of any trade placed by you and the laws and regulations governing it. If you are in any doubt as to any area of a trade, then you should seek clarification with us before the trade is carried out.
- j. We are under no obligation to accept any trade from you, whether it is to open or close a position if we believe that by doing so would be illegal. In the event that a trade had been opened then we reserve the right to void the original trade.
- k. We reserve the right to void or amend any trade that may have arisen from the price being wrong due to a 'manifest error' or a 'force majeure' (see later sections).
- l. We are an online trading company and as such you accept that there are risks with your internet connection to our website or servers failing and that our Internet Trading Platform (ITP) and/or Online Trading Platform (OTP) could fail. In such circumstances you accept all liabilities for any trading losses that you may occur as a result of this, and you must contact FairMarkets immediately for us to try and help. If you do experience problems, then it is imperative that you contact the trading desk immediately.
- m. When you place a trade, you deal on our price. We are your counterparty. You sell at our bid price and buy at our offer price. All orders are treated in the same way and will be triggered on our bid or offer.
- n. You may hold opposing positions with FairMarkets. This means that you can be long and short the same product. You should be careful when you want to close a position that you do close a specific position rather than create a position the opposite way around. While this would mitigate your exposure, you would then have more positions open.
- o. If your trade does not automatically roll because it has an expiry date, as in a futures market, then this will automatically close on your account at the prevailing closing rate. This rate may not always be determined as per the MIS, and in extreme circumstances, FairMarkets reserve the right to add a closing spread to this price to fairly represent where we un-hedged the position. This may typically occur in times of extreme volatility or illiquidity.
- p. In very rare circumstances FairMarkets reserves the right to extend the expiry date of a product if the market liquidity is such that it is impossible for us to close our hedge in the market. This might be because of a market being 'limit down' for example which may have a similar effect to the market being closed.
- q. If FairMarkets do reject a trade, for whatever reason, it is your sole responsibility to make sure that you are aware of what positions you have or do not have open as a consequence of this, and if necessary, attempt to trade again to achieve your desired result.
- r. Trades in FX or CFDs are always done in the Notional Amount or via 'Lots' which is shown in the Market Information Sheets (MIS).



1. This means that if you are trading FX, then if you wanted to buy 100,000 Euro vs US Dollar then you would buy 1 lot. You could buy just 0.1 lots if all you wanted to buy was 10,000.
2. If you were trading equities and you bought 1 CFD you would be buying 1 share. So, if you wanted to buy 10,000 shares in Microsoft you would buy 10,000 CFDs. (See example in the article 41 of this Term of Business - Appendix)

## 14. ROLLING TRADES

- a. Rolling trades have no theoretical expiry date. They are automatically rolled by us at the close of business every day and may be subject to a financing charge (or credit) depending on what market it is. If there are insufficient funds in your account at the time the trade is rolled then FairMarkets reserve the right not to roll the position, and it will be left to expire at the market price.
- b. All rolling trades, whether in FX or CFDs are subject to financing. These are calculated in different ways. For FX this is calculated using the 'market rate' known as 'tom next'.
- c. For all other rolling trades the financing is calculated using the prevailing interest rate of the product concerned with up to a 2% charge. Thus, if you are long a market (buying) then you are charged up to 2% on top of the overnight funding rate for the currency of that market, or if you are short a market then you are credited up to 2% under the overnight funding rate for the currency of that market based on the equivalent market value of the trade. Depending on rates at the time this can lead to you being charged whether you are long or short. (For example, where the interest rates are 1%, you will be charged  $1 - 2 = 1\%$ ). We reserve the right to change the way in which we calculate this financing.
- d. Apart from FX, our rolling trades are usually based on the underlying market. However occasionally these prices can look significantly different from where the underlying market appears to be trading at that time because we base our prices for some of these markets on where the futures price is, adjusted by a 'fair value'. This is quite normal market practice and enables us to quote some markets out of hours and after major news events when the normal underlying market price maybe stagnant or very wide. This is calculated by taking the Futures Price and taking away the estimated dividend or index points and adding the cost of carry based on the interest rate. In certain instances, we may quote a 'custom' or 'unique' market where there is no underlying market. In such cases FairMarkets will price this derived market as fairly and transparently as possible.
- e. FairMarkets may at its sole discretion crystallise the profits or losses of any clients rolling trades if those positions have been open for more than three months. This crystallisation, known as a 'bed and breakfast', will be done at the current mid-price at that time and will not incur any penalty charge or spread being applied. A client may, at any time, request that a 'bed a breakfast' is carried out on a rolling position to crystallise a profit or loss. There will be a nominal charge for this service.

## 15. FUTURES TRADES

All non-rolling trades will be treated as a 'future'. That means that unless it is a 'rolling future' it will expire on a specific date and time. These details can be found in our Market Information Sheets.

## 16. MARKETS

- a. FairMarkets offers an extensive range of markets which is growing constantly. The MIS (Market Information Sheets) will be updated online to reflect any additions or amendments to the markets that we quote or the specifications of those markets.
- b. It is important that you keep yourself up to date with the specifications of these markets as they can change.
- c. None of the markets that FairMarkets makes prices in settle with physical delivery of that product. All markets are settled with cash, with either us paying you or you paying us.
- d. You have no legal rights over any company in the form of dividends, voting rights or ownership if you trade on an

equity in the form of a CFD.

- e. While every effort is made to ensure that the prices that FairMarkets publish over our ITP are correct, occasionally the prices quoted by us may not be correct. In such cases FairMarkets will not be held liable for any losses incurred as a result of not being able to deal at this price.
- f. In the event of something causing a disruption to a market FairMarkets may at its absolute discretion, close a market, cancel orders or fill orders at a level that it believes in good faith to be appropriate. This may immediately put you on a margin call, meaning that you are close to being closed out because you are running out of funds.

## 17. SPREADS

- a. Every effort will be made to keep spreads as narrow as possible at all times while a market is open and if we are making an out of hours market.
- b. FairMarkets reserves the right to change its spreads at any time in any market for any reason. Examples of this might be a lack of liquidity, volatile conditions or out of hours markets.
- c. During this time we may change our maximum deal sizes as well.

## 18. ORDERS

- a. An order is a request by you, to us, to execute a trade when a Certain Price in a product is achieved. This may result in a new position being opened or an existing position being closed.
- b. Orders fall into four key areas. These are Limits, Stops, Market and Stop Losses.
- c. A Limit order is an order to either sell at a level higher than where the current price is or to buy at a level lower than where the current price is. If this Limit order is executed, then this could either open a new trade or close an existing one.
- d. A Stop is an order to either buy at a level higher than where the current price is or to sell at a level lower than where the current price is. If a Stop order is executed, then this could either open a new trade or close an existing one. Usually Stops are used to open new positions as a Stop Loss is used instead to close a position.
- e. A Stop Loss is an order which is attached to an existing trade. It is an order to either buy at a level higher than where the current price is or sell at a level lower than where the current price is. If a Stop Loss is executed, then it will close the existing position which it is attached to.
- f. It is important to note that if you place a Stop order, rather than a Stop Loss order, so that a position you have open will be closed if a certain price level is met, then this order will still be live even if you close out the trade or position manually. So you would then need to cancel the Stop manually.
- g. Stop Loss orders are GTC (Good Till Cancelled) whereas Stops or Limits can be left GTC or GT (Good Till) which means you can choose when it expires depending on the selected online trading platform for the trade to be executed.
- h. All orders will only be triggered when FairMarkets' price reaches, or goes through, that level. For 'BUY' orders that will be when our 'offer' reaches that level. For 'SELL' orders that will be when our 'bid' reaches that level.
- i. We reserve the right not to execute an order if you do not have sufficient funds in your account at the exact time it is triggered to satisfy the NTR (Notional Trading Requirement).
- j. All orders are filled on a 'non-guaranteed' basis. This means that FairMarkets do not guarantee to fill any type of order at the exact price requested. We will always endeavour to fill orders at the requested price, where we can, or at a better level if possible. However, there may be circumstances where this is not the case, where a market price 'gaps' for example and we will fill you at our next available price. (See 'Gapping' section).
- k. All orders, regardless of their type, can only be triggered during FairMarkets' market opening hours for that individual market (See Market Information Sheets - MIS).

- l. All orders can only be left a minimum distance away from where the FairMarkets price is at that time. This can be seen on the deal ticket or the MIS.
- m. On the Meta Trader 4 platform you can leave a trailing stop loss which will automatically move up or down depending on your position and if you are making money. This will only work while you are logged into the platform. We reserve the right to refuse any amendments to any type of existing order.

## 19. GAPPING

No market is immune to gapping. This occurs when a market price jumps (or gaps) often following a news announcement. In the case of shares, this might occur after the results or a profit warning. For other markets this may occur after some important economic news. We will endeavour to fill you at the first price available to us when this situation occurs. By its very nature the market concerned can gap up or down. This is of concern if you have an order to buy or sell on that market. For example:

- a. If you were long an equity and you had a stop loss order in the system to sell your position if the market price went lower and you did not want to lose too much money, then if the market gapped downwards then it might gap through the level of your price to a lower price which is where you would be filled. Thus, you would lose more money than you were prepared to lose. In exceptional circumstances this might result in you having a negative balance on your account for which you are legally liable.
- b. You could also benefit from gapping as you might for example be short a market with a limit order in the system to take profit lower down and buy it back. If the market gapped through your level, then you would end up buying the position back at a better rate than you intended.

## 20. FINANCING

- a. FairMarkets will usually calculate financing due on any positions that you hold overnight on a daily basis, unless they are futures contracts.
- b. On FX this means the cost to roll your position forward from one business day to the next. As a rule, FX deals two working days ahead (except some pairs), and we use 'market rates', where possible, to give you the best possible prices to roll your position. This is "usually" done on any positions held at 5pm New York time (EST).
- c. This financing can result in you paying or receiving funds depending on your position and on what currency pairs you have positions in. You are more likely to receive financing if you are long a currency with a higher interest rate than the one you are short. The financing is calculated on the actual notional value of your trade.

## 21. DIVIDENDS

For Equity or Indices trades when a Dividend is due, we will credit or debit your account with the corresponding amount, if you are holding a position on ex-dividend day.

- a. If you are long an equity or index then we will credit you.
- b. If you are short an equity or index then we will debit you.

## 22. OUT OF HOURS MARKETS

FairMarkets may at its absolute discretion quote a 'derived market' in any market it chooses. It will base the price for that market on other relevant markets that are open using a complex algorithm. All orders will be monitored while this market is open with FairMarkets. Check the MIS for trading times.

## 23. CORPORATE ACTIONS

All trades or bets in Equities and Indices are subject to Corporate Actions.

- a. FairMarkets will adjust all trades that a corporate action may affect.
- b. This may be due to a share dilution, consolidation, reclassification, bonus shares being issued, or any other event that FairMarkets, at its absolute discretion, deems appropriate.
- c. This adjustment may in some instances lead to the initial trade being cancelled and replaced with a new trade at a new price.
- d. In the event of an outright takeover of the company, if you have a trade on, we will close the position at the final agreed sale price.
- e. At no stage do you have any voting rights in the company concerned.

## 24. ORDER EXECUTION POLICY

### General

- a. FairMarkets provides margin trading services in Foreign Exchange and CFDs. It is FairMarkets decision as to what markets to offer its clients and it does so not as a broker but as a principle and counterparty to each trade. As such, every market offered by FairMarkets is quoted as a derivative of the underlying market and we are the only execution venue to which you have access through us. b. FairMarkets facilitates financial dealing via a number of online trading terminals depending on which markets you wish to trade. In exceptional circumstances, for example if there is an IT breakdown then telephone trading is accepted.
- b. FairMarkets offers 24 hour service five days a week. Not all markets will be open or tradable during this time and all relevant information on this subject is available on our Market Information Sheets (MIS).
- c. FairMarkets may at its discretion hedge some or all of a client's position in the underlying market. FairMarkets at no time owes a fiduciary duty to the client as an agent or broker other than its normal obligations governed by law.

### Factors

The execution policy put in place by FairMarkets monitors several factors that ultimately affect this policy. These most important of which we believe are:

- a. **Price:** FairMarkets takes the underlying market price of the derivative it is quoting and then applies an algorithm to this price to achieve its own market price. The underlying feed that FairMarkets uses may be from one source or exchange or in the case of FX from several feeds. Where several feeds are used the best bid and offer combinations are used to maintain tight spreads at all times.
- b. **Costs:** Our market price will often be different to the underlying as it may also include commissions, financing and, in the case of equities, dividends.
- c. **Liquidity:** The price made by FairMarkets, unlike the underlying market, is usually good in up to a certain size. In order to maintain this additional liquidity to the market FairMarkets may apply a different spread to the price than the underlying market has.
- d. **Speed of execution:** In order to facilitate the speed of execution FairMarkets have imposed a maximum deal size on every market. This limit is regularly monitored and takes into consideration many factors including liquidity and volatility to determine an amount that we are confident to accept without referral to speed up execution.

### Orders

- a. An order will be triggered on our price. This means that a 'buy' order will be triggered when our 'offer' price gets to that level and a 'sell' order will be triggered when our 'bid' price gets to that level.

- b. All orders will be filled at their requested levels wherever possible or better. There are, in certain instances, situations where this is not possible. If a market 'gaps' through the requested price level of an order then FairMarkets will fill your order at the next available price, or better. (See section on gapping).
- c. If an order is triggered (or several similar orders) and is for an amount larger than our normal maximum trade size (viewable on the MIS) then this may result in the order(s) being filled at a worse level due to liquidity issues.
- d. No orders will be triggered outside our normal market trading hours. These are viewable on our MIS.
- e. If we quote a 'derived market' in a market that there is an order in then this will be triggered if our price gets to that level even if the underlying market is closed.
- f. Orders may be left GTC (Good till cancelled... by the client) or GT (Good till ... a time specified by the client).

## Other

While the above four factors are considered by FairMarkets to be the most important in our execution policy, there are many other situations which can arise leading to price variations.

- a. Some markets which are quoted by FairMarkets are done so outside of normal market hours, and as such are known as 'derived markets'. In these situations, while every effort is made to keep prices and spreads consistent, this may not always be possible during particular volatile periods or during periods of illiquidity in corresponding markets.
- b. Financing charges made by FairMarkets are fair, competitive, and transparent. For non-FX markets, if a financing charge (or credit) is made then this is done with a 2% haircut. This means that the additional client charge to the client is just 2% above or below the interest rate applicable. For FX the prevailing market rates are used with no additional spreads or charges.
- c. FairMarkets may charge commission of its clients for FX or CFDs accordingly with the client's agreement with FairMarkets.
- d. Customers trading with FairMarkets are charged financing to fund their positions. FairMarkets may from time to time share a percentage of this financing and the spread with third parties for the client they have introduced to FairMarkets. Even if third parties receive a percentage of the spread or financing, our clients are charged the same amount and any third-party benefits are paid from our income. As a consequence, clients are not in any way disadvantaged by any payments to third parties, unless otherwise stated. Details of these sharing arrangements on your account are available on request.
- e. We will at our discretion work an order for you in the 'underlying market' if there is likelihood that we may be unable to complete the order in the normal course of our business. In such a circumstance, if we agree to do this, then when FairMarkets have been filled in the marketplace we will then fill your order at the corresponding price in our market.
- f. We may amalgamate your orders with those of other clients. If we do this, we will endeavour to make sure that this is not done so as to disadvantage you in any way.
- g. We constantly monitor our order execution policy to make sure that we provide you with the best service possible and make any changes that we deem necessary to provide this level of service.

## 25. MANIFEST ERROR

- a. A manifest error can occur when a wrong price has been dealt on. This can be due to human error in the form of a misquote, or a computer fault.
- b. FairMarkets may at its absolute discretion cancel, or amend, a trade or change the price that a trade has been dealt at if it believes that a manifest or palpable error has within the regulatory framework imposes.
- c. If FairMarkets does change a price from the one dealt at, then it will do so to a fair price which represents where the price should have been at the time of the deal.

## 26. FORCE MAJEURE

In order to obtain detailed information about our force majeure practices, please refer to “19. Force Majeure” section of the Client Agreement.

## 27. AUTHORISED PERSONS

- a. You as the account holder are the only person authorised to trade on your account.
- b. If you wish a third party to be able to trade on your account then you must request an ‘authorised dealer’ application which you must sign and return to us. This will allow someone else to trade on your account without having the full ‘power of attorney’ powers of control.
- c. This third party will not be able to make third party payments.
- d. You will still be liable for every trade and for all monies owed.
- e. Please also see the article 2.9 of the Client Agreement.

## 28. WEBSITE

- a. FairMarkets accepts no liability for any computer virus or other malicious software that you may encounter through accessing our website (www.fairmarkets.mu) or online trading applications.
- b. FairMarkets may, at its absolute discretion, close its Internet Trading Platform and website, without any prior notice. FairMarkets will not be held liable for any losses that may occur due to this situation.
- c. The live prices published on our ITP are for your sole use and should not be redistributed in any way or for any reason.

## 29. THIRD PARTY PROVIDERS

- a. FairMarkets uses third party providers in various aspects of its business operations. At no stage do we accept any liability for any information that they provide us or that is published on our website via their application.
- b. We accept no liability over any losses made by you relying on any information that either we or a third party provides.
- c. A Third-party payment provider Agreement (Merchant Services Agreement) is executed by and between the Company and the third-party, a physical or legal person.

## 30. INTELLECTUAL PROPERTY

- a. The intellectual property rights of all websites controlled by FairMarkets and all of its subsidiaries in its own name and those of its trading names remains the property of FairMarkets.
- b. The above includes all trademarks, charts, databases, adverts, prices, market information, product information, website design, logos, and all other areas of the website. Nothing may be copied, reproduced, or disseminated in any way without prior consent from FairMarkets.
- c. Third party vendors or software providers shown or linked to our website also own the intellectual property rights to their products. FairMarkets does not accept any liability in a capacity for any loss or misrepresentation that may occur from using or relying upon these third parties.

## 31. BAD DEBT

- a. FairMarkets reserves the right to terminate and close your Trading Account and/or any open Positions without notice to you where it cannot be reasonably be expected to notify you of such closure including, but not limited to, instances where it suspects bad faith, abuse, illegal, manipulative, deceitful, fraudulent activities, abuse opportunities, abuse of liquidity or other forms of deceitful or fraudulent activity has occurred, where you have failed and/or refused to

provide updated and accurate information relating to your account, where closing your account on notice would be in contravention of a legal or regulatory requirement imposed on FairMarkets or where notifying you would cause harm to FairMarkets or any of its clients. Unless and until you produce, within one month upon such action taken by FairMarkets, evidence that satisfies us, at our absolute discretion, that you have not, in fact, committed the breach of above-mentioned activities of which was the ground for us taking action under this article.

- b. You should not trade an equity if you are involved in any activity to do with that company which may affect its price. For example, if you are connected with the merger or takeover of that or by that company.
- c. You should not buy or increase your position in a company if to do so would exceed your declarable interest in that company under the law at that time.
- d. You understand that FairMarkets may hedge some or all of any trades that you do and as such your trades can have a material effect on the actual market price.
- e. You understand that any trades that you place will be subject to judicial regulation and in particular dealing in equities will be covered by the Criminal Justice Act.

### 32. MONEY LAUNDERING

We fully support the Police and all International Governments and Agencies in their fight against Money Laundering and have procedures in place to combat all areas of this activity. We will not tolerate any attempts to launder money or what may appear to be laundering money and we reserve the right to reject or refuse any payment or payment request if we have any suspicions about the legality of the transaction, even if it is legitimate.

### 33. CONFLICTS OF INTERESTS

- a. FairMarkets has taken all steps that it reasonably can to identify any conflicts of interests that may occur between itself, its employees, its clients and any associated third parties or affiliates.
- b. If FairMarkets does identify any such conflict of interest, it will then manage that situation so as to prevent its abuse.
- c. Above all, the interests of the clients are paramount. Every effort will be made to ensure that all clients and their business transactions are treated fairly and professionally.
- d. In the event of a potential conflict where more than one customer has an order in the same market then these will be filled on a first come first served basis.
- e. FairMarkets, its employees or any third-party associates should not benefit directly from any conflict of interest, apart from in its normal business.
- f. You accept that while every effort will be made to ensure no abuse occurs, there will be times where a conflict of interest occurs.
- g. Staff at FairMarkets may on occasion accept small gifts or hospitality from third parties associated with the day to day running of the business. At no time will this affect or impair their duty to act in the best interests of our clients.

### 34. TCF (TREATING CUSTOMERS FAIRLY)

We are committed to providing the best service we can to our clients. As part of this process we continually monitor our procedures and the way in which we do business in order that we meet the highest standards expected of us.

- a. We ensure all staff have the highest levels of training and product knowledge at all times.
- b. We ensure that clients are made aware of the risks associated with their trading activity.
- c. We provide products that are clearly defined and easy to understand and trade.
- d. We constantly update our website with product and market information.

- e. We provide tutorials and literature to help inform and educate clients.
- f. We ensure that all promotions are clear and not misleading.
- g. We have a clear and simple procedure in place for clients to follow in the event of a complaint.
- h. We actively encourage feedback to ensure that clients fully understand all areas of our service.

### 35. PRIVACY AND DATA PROTECTION

- a. By accepting these Terms of Business you understand that you will be providing us with personal information that we will use to open, administer and maintain your account with us.
- b. We undertake not to sell or pass on your identifiable personal information to any third parties except to those that we need to in relation to the normal operation of our business. These include credit card processing and verification centres, law enforcement agencies, any financial or other regulators, our auditors, and your compliance officer.
- c. However we may pass your information on to other companies within our group that we feel may be able to provide a service to you.
- d. We may provide personal details to other margin trading firms who are seeking a reference; however this would not include details of any open positions.
- e. We obtain most of the information about our clients directly from them, but we reserve the right to obtain information from other sources such as credit reference agencies, the Electoral Register, or fraud prevention agencies.
- f. We may use the information we have to help us provide a better service or new products to you and our other clients.
- g. All staff at FairMarkets are fully trained in the confidentiality of handling personal information.
- h. All personal information held by us is done so in secure computer-based storage facilities wherever possible. Otherwise, we hold the information in secure paper-based files. No unauthorised persons are able to gain access to these storage facilities.
- i. Our website may install cookies on your computer so that we can better serve your requirements by knowing what areas of our website you have been looking at and speeding your navigation. You have the option of turning this function off via your computer settings if you wish, although this may affect your ability to view other parts of the website.
- j. While we make every effort to ensure all the information we hold is correct and up to date, it is your responsibility to furnish us with any changes in your personal information.
- k. FairMarkets may use fully anonymised trading data according to its sole discretion, including but not limited to sharing the stated data with other companies for commercial purposes. FairMarkets hereby guarantees that this data will not, in any way, include any identifiable personal data of the client.

### 36. CLOSURE OF ACCOUNTS

FairMarkets may at its absolute discretion close an account at any time for any reason. In the interests of treating customers fairly this would normally be for a specific reason, but is not limited to such, and we are not obliged to give a reason. Examples of situations where this might occur are:

- a. You are rude or abusive to staff.
- b. You have supplied false personal information.
- c. FairMarkets has reasonable grounds to believe that you are involved in some form of market abuse.
- d. You owe us money.
- e. The trading activity on your account is not suited to FairMarkets.



If we decide to close your account, while you have open positions, then you will not be entitled to open any new positions, but you will be able to close any positions that remain open in the normal manner.

### 37. COMPLAINTS PROCEDURES

- a. FairMarkets endeavours to offer its customers the highest standards of service in all aspects of its business; however, there may be elements of our service that do not meet your satisfaction.
- b. You should raise any query that you have as soon as possible or in any event within 3 days of its discovery. We reserve the right not to entertain any queries brought to our attention after that time.
- c. In the first instance, you should try to resolve any dissatisfaction or grievance with your normal FairMarkets contact or email [support@fairmarkets.mu](mailto:support@fairmarkets.mu)
- d. If that person is unable to resolve your dispute to your satisfaction, you should direct your complaint or grievance either verbally or in writing to the FairMarkets Customer Services.
- e. FairMarkets will send an acknowledgement of your complaint to you within five business days of receipt.
- f. FairMarkets will then look into your complaint and reach a final decision within four weeks of receiving the complaint, subject that the matter is within our remit and control.

### 38. RESPONSIBLE TRADING

At FairMarkets we want you to trade successfully, but we are fully aware that this does not always happen, and we actively encourage responsible trading. In those situations, it is important that you are responsible in your actions to make sure you do not lose more money than you can afford to. You should only ever speculate with money you can afford to lose, and it is imperative that you have read and understood our Risk Warning notice. We do not recommend borrowing money, spending more than you can afford or using money set aside for other purposes for trading.

### 39. SCALPING

#### Definition

Scalping can apply to any online quoted financial market. Traditionally it primarily refers to the Foreign Exchange market due to its size, liquidity, and tight spreads. It is when a trader, often using high leverage, attempts to take advantage of a price discrepancy or anomaly in market in an extremely short period of time, typically a few seconds. Often this price anomaly may be caused by latent prices which is where, due to the complexity of transmitting prices online around the world, delays in updates occur, which although small, can still be exploited.

#### Policy

FairMarkets, while not condoning the use of 'scalping', especially in tandem with Expert Advisors, does not forbid it. We reserve the right to switch off the Expert Advisor functionality for any client who we, at our sole discretion, feel is abusing that facility, or may abuse it in the future.

We may also, or instead of, move a client to a direct market access pricing mechanism, known as STP (Straight Through Processing), which will only fill their orders if they can be simultaneously hedged in the global marketplace. This may also mean the spread for that market will be wider. In extreme cases we may, as per our full Terms of Business, close a client's account. If FairMarkets, in its sole opinion, believes a client has been scalping by dealing on latent prices then it may invoke its manifest error rule and cancel all trades which have been one.

FairMarkets provides competitive/tight spreads and liquidity to its customers, where possible. It does this to help them trade in volatile global financial markets by giving them the greater stability of pricing. It does not do this so that people can abuse this to their own ends. We will, therefore, invoke our Manifest Error rule for anyone we deem to have been

dealing with latent prices and abusing the tight spreads that we provide. This may result in some or all of those trades being cancelled or amended.

#### 40. SWAP FREE

The Swap-Free trading account Terms & Conditions (“Swap-Free Terms & Conditions”) is a supplement to Terms & Conditions between the client and FairMarkets, and it governs the terms of the Swap-Free trading account.

The client hereby expressly acknowledges and agrees that by completing or submitting to FairMarkets the Swap-Free trading account request, e-mail and/or documentation/forms to show the Client’s approval and acceptance of Swap Free Terms & Conditions.

Swap-Free trading accounts are available only to those clients who cannot use ‘swaps’ owing to their choice. Accordingly, in all instances where a request for a Swap-Free account is submitted to FairMarkets, the company reserves the right to require an adequate justification for and/or proof of the necessity or need of any such conversion.

FairMarkets reserves the right to refuse any such request, at its sole discretion, for any reason whatsoever, without being obliged to provide any explanation or justification.

FairMarkets also reserves the right to revoke the Swap-Free status granted to any standard trading account at any time, at its sole discretion, without being obliged to provide any explanation or justification.

Clients are not allowed to use Swap-Free trading accounts for making profits from ‘Swaps’ as the primary reason. Further, clients cannot request the payment of any ‘Swap’ amounts that have been lost as a result of converting their standard trading account(s) into one or more Swap-Free account(s) for any such period prior to converting the account to a Swap-Free account(s).

In the event that FairMarkets detects any form of abuse, fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity in regard to any Swap-Free account of any client, FairMarkets reserves the right, at any time:

- to revoke the Swap-Free status from all standard trading accounts of the client that have been converted to a Swap-Free trading account with immediate effect; and/or
- to correct and recover any unaccrued Swaps and interest, expenses and or costs related to client’s Swap-Free trading accounts during the period which such accounts were converted to Swap-Free trading accounts; and/or
- to close all trading accounts of such client with FairMarkets, void all trades carried out in such client’s trading accounts with FairMarkets and cancel all profits incurred in such client’s trading accounts with immediate effect.

FairMarkets will revoke this right in cases of abuse and / or suspicion of abuse under below mention cases, in which case FairMarkets may at its sole discretion decide to close all open positions in the account and deduct or add the swaps that the transactions would have incurred under normal circumstances.

The client expressly agrees that FairMarkets will review all Swap-Free accounts on a regular basis and that all Swap-Free accounts will be subject to regular checks and monitoring.

The client expressly acknowledges and agrees that the CFDs offered by FairMarkets might be charged a fee upon the rollover of a position from one contract to another.

Nothing in Swap-Free Terms& Conditions restricts FairMarkets’ ability to enforce its rights under Terms & Conditions.