

Terms and Conditions

IST Markets LTD support@istmarkets.mu

YOUR INVESTMENT KEY

1. When you enter into a Transaction you signify and agree that all statements concerning personal information and representations are repeatable and true:

- 1.1 all information that you have provided us with (on your Application form and subsequently) is true and accurate in all material aspects;
- 1.2 you agree to be bound by this agreement;
- 1.3 you have read and fully understood this agreement, including the Contract Type Selection and the Risk Warning;
- 1.4 if you are an individual, you are over 18 years of age;
- 1.5 the creation of entering into a Transaction with IST Markets Ltd is legal in the jurisdiction you are currently resident and that you will not violate any law relevant to you;
- 1.6 you are, or your authorised third party is, making your and every Transaction on your own behalf as principal and not as a third party representative;
- 1.7 if you are acting as a principal, you are duly authorised to do so, and
- 1.8 any person authorised by you to trade or issue instructions on your behalf has read and understood the Agreement and the Risk Warning.

1.9 If any issue arises involving you or by IST Markets Ltd due to your breach of any warranty as set out herein, you shall be liable for the total sum involved.

1.10 This agreement with you (IST Markets Ltd) may include or reference other Terms and Conditions from time to time. In particular but without limitation, where these Terms and Conditions specify certain Transaction fees or margin requirements, IST Markets Ltd may, but only in agreement with you, allow you to benefit with limits, day trading account due to such permission to your sole responsibility; any agreement to waive or future to waive is a part of these Terms and Conditions shall not constitute a waiver by IST Markets Ltd to enforce such rules at a subsequent time.

1.11 The English translation and interpretation of this agreement takes precedence over all other translated version of this agreement.

2. YOUR ACCOUNT AND TRANSACTIONS

2.1 You must open an account with us before we will accept any of your Transactions. You must first read and understand our Application Form either electronically online, or on the printable form available on our website, or the one available with these Terms and Conditions. All mandatory sections must be filled out and any information supplied must be true and correct to the best of your knowledge. Any incorrect or unclear information supplied will result in either an outright rejection of the application or at the very least a delay in the opening of your client account.

2.2 On signing, or electronically sending to us, the application form you are authorising IST Markets Ltd to make such enquiries as it may fit to verify that the information that you have supplied is true and correct. Such enquiries will include, but may not be restricted to, information from the electoral register and any credit agencies approached by IST Markets Ltd.

2.3 IST Markets Ltd may make periodic checks of your details to verify that the details supplied by you have not changed. However, you must immediately inform IST Markets Ltd in writing as to any material change in your transaction circumstances or any change to the information given on your Application Form (including change of

employment, address, contact details and email in IST Markets LLC's absolute discretion. It may accept such notification when the notification by email, any losses that may be incurred by misstatement of address details due to incorrect or out of date email addresses supplied by you are entirely your responsibility.

3. IST Markets LLC is not obligated open an account for any client and may refuse any application for any reason (without providing the reason for the decision to the client).

4. IST Markets LLC reserves the right to close or suspend your account at any time by sending you a written notice of 5 working days in advance. Should IST Markets LLC exercise this right, all open positions shall be closed on IST Markets LLC's current quoted price and no new trades will be accepted any location you may have in markets not quoted (i.e. otherwise closed for that day) shall be closed at the first price reasonably available to IST Markets LLC on the next business day(s). In the case of a market suspension for any reason, closed under the terms contained herein.

5. IST Markets LLC shall be entitled to disclose information concerning you or your account without prior reference to you to any competent authority with jurisdiction over IST Markets LLC's business or to any other person. IST Markets LLC reasonably believes to be making a reference or make reference in good faith. Specifically, IST Markets LLC is entitled to disclose such information to other similar companies who may be inquiring as to any liabilities or liability.

6. It is your sole responsibility to inform IST Markets LLC of accurate information concerning your account. Transactions cannot be reported to your employer, including its compliance officer, unless its written contract states and documents of your account should be sent to their compliance officer or to any other person authorized by your employer to receive such information.

8. OBLIGATIONS OF IST Markets LLC

8.1 Subject to you fulfilling your obligations under this Agreement, we may enter into contracts with you in respect of the following types of transactions:

- i) Forward FX in single currency, baskets, structured, static or other index, fixed and precious metals, commodities, and currencies (foreign exchange);
- ii) Such other transactions, as we may from time to time agree to offer in writing or online.

8.2 We will deal with you on an execution only basis and times.

8.3 We shall not provide you with any advice on the merits or suitability of you entering into this Agreement or any Transaction contemplated by this Agreement and will never provide you with any investment advice although we may at our discretion provide you with general or factual information from time to time on the nature, the terminology and of the procedures involved with such Transactions or concerning factual financial data information. You should rely on your own judgment when deciding whether or not to enter into any Transaction contemplated by this Agreement.

8.4 When we execute an order on your behalf, we will generally act in accordance with our order Execution Policy. A summary of our current Execution Policy has been provided to you.

8.5 We provide Contract Specifications in relation to the services that we provide and explaining various matters relating to this Agreement. You should read the Contract Specifications thoroughly before entering into any Transaction. There is any matter that you do not fully understand that you should seek clarification from

in before entering into the Transaction.

8. Trading Transactions with IST Markets LLC can only be made during IST Markets LLC trading hours for the market in question and within the permitted trading hours otherwise agreed by IST Markets LLC. These are further detailed in the Contract Specifications. The minimum and maximum limits are set by us by reference to the normal market rules for each price are available on any relevant exchange or market and within our fee price information. The current minimum and maximum limits are available from us on request and are detailed in the Contract Fee Schedule. We are entitled to vary these minimum and maximum limits, and it is your responsibility to ensure that you know what the current limits are before entering into any Transaction. We also have the right to enter any Transaction flow limits with or without notice to you.

9. Our activities with you under this agreement are likely to include marginised transactions. Marginal transactions are detailed further at Clause 1 and 10 below.

10. Notwithstanding any other provision of this agreement in providing our services, we shall be entitled to take any action as we consider necessary in order to ensure compliance with applicable laws. You agree entirely to comply with all applicable laws. You acknowledge that you have not so complied, we may terminate this agreement. Clients are especially reminded that this applies to all forms of market abuse such as insider trading and to structured trading in breach of their own compliance.

11. IST Markets LLC will not be liable for any losses incurred as a result of any interruption of power supply or electronic communication or information systems or any event which prevents IST Markets LLC from supplying such information to one or more of the markets in which we would ordinarily quote.

12. We the client accepts that IST Markets LLC, including its trading platform(s) and other related systems and relevant third parties may perform maintenance updates or fix any technical failure that may, including starting, slow, restarting or otherwise its system hardware or cause more effective operation of its trading platform(s) and/or other related systems. During system maintenance updates, the client accepts that this may cause the trading platform(s) or other related systems to be unavailable for a period of time. In addition, the client accepts that there may be mechanical, start software, response, computer, telecommunications and/or electronic system failures occur. In the event of system issues, delays, malfunctions or updates, the client agrees that IST Markets LLC bears no responsibility for any loss, including financial loss, caused due to any of the actions referred to in this paragraph.

13. **Related Parties:**

14. IST Markets LLC is not obligated to accept any request to trade.

15. Transactions with IST Markets LLC can only be made via an OTC or a VPO. The OTCs and VPOs have minimum computer software requirements (for further information is available on request). The platforms will be regularly updated and it is strongly suggested that clients should download and install the updates when prompted in order to achieve the most efficient platform functionality.

16. IST Markets LLC quotes a two-way price in a firm acceptable to IST Markets LLC (including a spread between the buy and the sell price). As the Client you may request the higher price or sell at the lower price.

12. When placing a Transaction, you must give your name and a short number or username. Without this information no Transaction will be permitted to run. If you place an existing open Position When transacting over the telephone the Transaction will only be accepted by IST Markets Ltd when we confirm that your Transaction has been accepted. The actual acceptance of a trade by IST Markets Ltd does not negate either IST Markets Ltd or your rights in the event of a trading loss.

13. Calls made to IST Markets Ltd telephone lines are recorded and you hereby agree to the recording of such conversations. IST Markets Ltd retains chronological histories of all Transactions conducted over that medium including Transactions entered by IST Markets Ltd following an instruction by telephone or other means (which will not of itself affect a trade, although this may give evidence of the circumstances and recordings of telephone conversations are the exclusive property of IST Markets Ltd and may be used as evidence in any dispute).

14. If before we are permitted to use an OTP or a WTP you will be obliged to enter your username or account number and password When placing a Transaction via an OTP your confirmation will be via an email contact note. Transactions on a WTP will be only made by an account representative. The account is holding account parties except for instances of a Trading Loss. IST Markets Ltd will treat Transactions placed via an OTP or a WTP as orders once signed such an instruction and all its consequences. Transactions placed via an OTP or a WTP will normally be confirmed at the time they are made by electronic means.

15. If the username, password and account number are extremely sensitive pieces of information, they Transactions made on your account differ over the telephone, an OTP or a WTP using either your username, account number or your password will be deemed as valid instructions. You must risk manage your username, account number or password to any person (see disclosure of your account number to an authorised third party pursuant to Clause 14). You must immediately inform IST Markets Ltd if you are aware or suspect that a third party has had access to your username, account number or password or that any person other than you or your authorised third party is transacting on your account.

16. In the case of Transactions placed via an OTP or a WTP, IST Markets Ltd is under no obligation to recognise the status from which a client is trading, and the user will responsibility to ascertain the legitimacy of trading status from your local jurisdiction.

17. If a Transaction can only be placed on account valid quote, a price may change at any time after it has been quoted and before you have traded. A quote made to you over the telephone is only valid in that conversation and may not be available on any subsequent telephone call. Quotes that have been given as 'indicative only' are not valid and cannot be used when otherwise agreed. IST Markets Ltd quotes that have been quoted as quotes that you have been told are no longer valid unless you place your Transaction are almost invalid.

18. In the case of Transactions placed via an OTP or a WTP you may only offer to place a trade on the price currently quoted on an OTP or a WTP. Such prices are indicative and encourage IST Markets Ltd may in its absolute discretion, reject not accept your proposed Transaction due to the nature of online trading systems and the potential volatility, delay, mispricing of market price feeds. IST Markets Ltd may in its absolute discretion remove or delete Transactions and any associated Transactions (ie any trades resulting subsequently deleted trading) which have been made over an OTP or a WTP when in the opinion of IST Markets Ltd do not reflect the actual market prices at the time of the placement of the relevant Transaction. IST Markets Ltd will not be responsible for losses or potential losses sustained by you in trading on a

reported to any other Transaction. IST Markets LLC is not responsible or liable for losses made with other participants in Transaction undertaken in reference to a regulation, cancelled trade.

4.14 The spot foreign exchange and commodities markets can experience extreme price volatility often referred to as "Flash or Fast Market" if it is particularly common during material economic or political events, such as news releases and monetary policy changes. During such times it is common practice for the Capital Markets to execute orders manually and widen spread and place less reliance on automated systems. This practice can affect either price providers and may also slow their service to customers. In cases of system failure associated to the data flow required to display the event and determine the bid market price. This may cause significant delays in trade execution and order price being better rates are more referenced to ensure satisfaction. IST Markets LLC relies more on automated system and execute trades automatically by our server to reduce delays, its quotes and human orders and we maintain our bid spread (except during very short market or holidays) therefore, protecting our clients stop losses. Based on this, we're keep you informed of our policy, in this regard please be informed that IST Markets LLC reserves the right to cancel any trades that has been confirmed by our automated system during major news, figure releases or fast market that does not affect the actual market price or the price has been delayed due to tradeable latency issue, thus preventing traders closing an automated system or fixed spread.

4.15 IST Markets LLC does not allow scalping where the trading style is showing our automated facilities for short-term profits, trading with buying for an sell price or using pattern or trading during illiquid market or trading during illiquid market or during illiquid market where the price on IST Markets LLC facility would could be delayed due to tradeable latency issue or trade using expert advisors or other robots for abusive purposes. Customers are urged to trade ethically and not to try to take advantage of our competitive services. Customers will enjoy to use trade and will indemnify IST Markets LLC from any damages or losses that may result from executing such trades. Clients are not permitted to hedge or wipe, leverage to the simultaneous purchase and sale of an asset to profit from an imbalance in the price, speculate that is not allowed in such cases IST Markets LLC reserves the right to cancel trades, profit or losses and double the account or charge swap on all orders continuously.

5. TRADING

5.1 Clients should note that they are trading on the outcome of the price of a financial derivative, and will not be entitled to delivery of a physical under the delivery the underlying product.

5.2 If trading does not occur on an exchange (either the trading went off, exchange or not, the counter PARTY), in any case, IST Markets LLC enter directly into a contract with you in respect of the financial instrument you wish to trade.

5.3 IST Markets LLC reserves the right to discontinue or limit a client's free account by sending its funds notice. IST Markets LLC will make this right in case of suspension, abuse or short sale. IST Markets LLC may, at its sole discretion, decide to close all open positions in the account and liquidate all swaps for all transactions currently and/or previously made in the account and decide from accepting any further requests from the client to be exempted from liquidation.

5.4 The above provisions shall apply with respect to any non-affiliated security of a non-licensed or unaffiliated issuer and are subject to any such adjustment being made based in proportion to the respective weighting of the aforementioned securities in the non-affiliated issuer's portfolio. Index is determined by reference to the appropriate

4.10 If a client becomes a client of a platform offer (supported) margin contract with IST Markets (IM), reserves the right to close any or all trades at the closing of the day in the last trading/selling price before the announcement.

4.11 In certain market conditions it may not be possible to close a single share transaction with stable market consideration in full or in part. Such a transaction may instead be closed at a price reflecting the price at which IST Markets (IM) is able to transmit any relevant underlying hedge but only during the trading hours of the underlying Market (whether or not the relevant transaction was opened during or outside the underlying Market trading hours).

4.12 If the Underlying Market is subject to a trading open Position held by you becomes liquid in any feature, either leaving IST Markets (IM) unable to purchase sufficient amount of the underlying shares or contracts to cover your transaction or Position or is unable to borrow the same in the open market, IST Markets (IM) reserves the right to close all or part of any such transaction or Position at the current IST Markets (IM) quote.

4.13 If a share in an Underlying Market is subject to demands or fundamental news announcement and the client with an existing open position in the same shares, IST Markets (IM) may close position or algorithm in shares to bring the supply/demand above 100%.

4.14 If you are trading in a market where multiple clients are placing identical trades then IST Markets (IM) may at its sole discretion treat this as one trade. Therefore, if the volume of orders is greater than the liquidity of the market and disappears, all clients may be treated the same regardless of their individual trade size and that at the same level when it is where IST Markets (IM) was able to reactively enter or trade in the underlying Market.

5. CLOSING POSITION

5.1 Positions may be closed any time within IST Markets (IM)'s trading hours (except where the relevant market's suspended or not available for whatever reason) unless IST Markets (IM) notifies you otherwise. IST Markets (IM) may accept closure of positions at other times dependent upon the market but is not obligated to do so.

5.2 You are not required to close a position prior to the expiry date provided that you expressly opt to default. However, if certain circumstances exist in accordance with these Terms and Conditions, IST Markets (IM) shall be entitled or may be required to close your position prior to their expiry date notwithstanding that your account is not in default.

5.3 If the Expiry Date of a transaction is not a recognized business day of the relevant Underlying Market, then the business day immediately preceding that stated will be considered as the Expiry Date unless an alternative is explicitly stated in the Contract Specifications or IST Markets (IM) notifies you otherwise.

5.4 Upon expiration will automatically close on their Expiry Date and/or their expiry time (you are notified in the Contract Specifications) at the IST Markets (IM) closing price on that day. We are our customers with existing futures open interest take notice of our market information about and act accordingly.

in order 000001, 0001-0000000001 and shall remain.

1.1 There are generally two basic order types available:

- Market orders; and
- Limit orders.

1.2 New Orders are orders that are not connected to an existing open position (although they may close existing positions (orders where IST Markets will separately apply its relevant rule 5.1 below)) & when accepted, they create a trade that is opposite to existing open positions. IST Markets will accept the following types of new orders:

- Good Till Cancelled** means that the order will remain in effect until cancelled by you or until the market expires and IST Markets will endeavour to quote the relevant market;
- Good for Day** means that the order will remain in effect until the end of the IST Markets will trading hours for the relevant market for that day;
- Immediate** means that the order will remain in effect until the time and date requested by you when placing the order or until IST Markets will ceases to quote the relevant market (whichever is the earlier).

1.3 All Good Till Cancelled/Good for Day/Immediate orders are based on an order quote basis.

1.4 All Good Till Cancelled order will only be valid during IST Markets will re-quoting hours for the market concerned. If there is any form of gap between the close of the market as quoted by IST Markets will and trading session and its subsequent resumption either on the next session or in the case of offshore markets, whenever IST Markets will re-opened market, the client's limit order will be placed at the IST Markets will quote based upon the first price that IST Markets will is reasonably able to obtain in the underlying market.

1.5 Any orders placed as Market orders or open positions shall:

- Be deemed Good Till Cancelled or until the contract expires or until such time as you close the relevant position;
- Be deemed to be in respect of IST Markets will quote for quote; and
- Be valid in respect, solely, of the market in respect of which IST Markets will accepted the order and not for any other.

1.6 In respect of markets quoted by IST Markets will outside the trading hours of the relevant underlying Market, all orders are based on IST Markets will's quote for quote and may be filled at the IST Markets will quote based on a price which is in IST Markets will's opinion fair and reasonable in light of prevailing world markets at that time.

1.7 IST Markets will will accept orders placed in any market during the hours in which IST Markets will offers a quote in said market. However, no steps or orders may be taken any market will be executed outside of the IST Markets will trading hours for that market except by agreement with IST Markets will upon the opening of any market quoted by IST Markets will any currently actionable Stop, Limit or New Order will be filled at the first quote for the relevant market that IST Markets will is reasonably able to obtain with reference to the underlying Market and the size of the order in question.

IST is your responsibility to cancel any order that you no longer require. Any uncancelled order placed by you may be filled by IST Markets LLC and may therefore cause a loss to you which you will be liable for in the case of Stop loss orders. Once relevant transaction is closed by you the Stop loss order will be deemed automatically cancelled. If the underlying Stop loss on any open Position was activated before you close the open Position IST Markets LLC may at its sole discretion adjust the closing price of your trade to reflect the Stop loss price.

Any an order will be executed when the IST Markets LLC quote matches the price of a bid in your order or trades through the price you bid. All quotes are based upon an Underlying Market that is sourced from either a recognized global exchange (NYSE, NASDAQ, CBOE) and/or from a reputable counterparty's quoting feed or market maker. Our quotes may be higher or lower than the Underlying Market due to market rate costs, slippage, early news, idiosyncratic, computer's quotes or the weight of client business. The understanding of the definition of our quotes is very important for the correct operation of your account. If you do not understand any part of the description, we strongly recommend that you contact IST Markets LLC for an explanation.

IST Markets LLC is not obliged to inform you if an order is filled. It is solely your responsibility to ensure that you know what times as to whether any order has been filled or is still active until you are in any doubt whatsoever, write and telephone. It is your sole responsibility to contact IST Markets LLC immediately, or the first instance by telephone, in order to obtain clarification as to the status of any transaction.

IST Global Stop Limit or New Order level is reached IST Markets LLC may at its sole discretion allow a client to cancel the order before it has been activated by IST Markets LLC. In any event, receipt of any confirmation of an order amendment is constituting an IST Markets LLC, IST Markets LLC may at its sole discretion decline to execute the original order. If the activation of that order occurred before the amendment was made, IST Markets LLC shall not be liable for any positions generated by client's assumption of non-activation of a fully executed order.

IST Global otherwise stipulated) no orders are guaranteed and are subject to Slippage (which is detailed below at 1.10).

IST Global Order is subject to Slippage due to a late activation and the order is activated at a price that would otherwise activated any valid Limit order or Stop orders. In this situation, we immediately to close with a loss to the client of the prevailing IST Markets LLC quoted spread for that market.

Trading order placed as Stop losses on open Positions shall:

- a) Be deemed Good and Cancelled in written confirmation or within 24 hours as you close the relevant Position;
- b) Be deemed valid in respect of IST Markets LLC quote for Slippage and
- c) Be deemed completely valid in the market in respect of which IST Markets LLC accepted the order and not for any other.

IST quote of markets quoted by IST Markets LLC outside the trading hours of the relevant Underlying Market, all orders are based on IST Markets LLC's quote for quote and may be filled at the IST Markets LLC quote based on an application to IST Markets LLC to open for and maintain in light of prevailing world markets at midnight.

1.10 IST Markets LLC will accept orders placed in any market during the hours in which IST Markets LLC offers a quote in said market. However, no response of orders are sent in any market with the exception outside of the IST Markets LLC trading hours for that market except by agreement with IST Markets LLC upon the opening of any market opening. IST Markets LLC may not timely execute a Stop, Limit or New Order will be filled at the first quote for the relevant market that IST Markets LLC is reasonably able to obtain with reference to the Underlying Market and the size of the order in question.

1.11 It is your responsibility to cancel any order that you no longer require. Any uncanceled order placed by you may be filled by IST Markets LLC and may therefore cause losses to which you will be liable in the case of Stop loss orders if the related transaction is closed by you the Stop loss order will be deemed automatically executed if the underlying Stop loss or any open Position was, actionable before you closed the open Position. IST Markets LLC may at its sole discretion adjust the trading price of your trade to reflect the Stop loss price.

1.12 An order will be executed when the IST Markets LLC quote reaches the price specified in your order or trades through the price specified. All quotes are based upon an Underlying Market that is sourced from either a recognized global exchange (i.e., NYSE, NASD, CBOE and/or from a wholesale counterparty) is quoting back to market making. Our quote may be higher or lower than the Underlying Market due to interest rate moves, dividends, strip issues, stock splits, computerized quotes or the weight of client business. The understanding of the definition of our quote is very important for the correct operation of your account. If you do not understand any part of this description, we strongly recommend that you contact IST Markets LLC for an explanation.

1.13 IST Markets LLC is not obliged to inform you if an order is filled. It is solely your responsibility to ensure that you know at all times as to whether any order has been filled or is still active and if you are in any doubt whatsoever, you should telephone it to your sole responsibility to contact IST Markets LLC immediately, in the first instance by telephone, in order to obtain clarification as to the validity of any transaction.

1.14 In case Stop, Limit or New Order level is reached IST Markets LLC may at its sole discretion allow a client to amend the order before it has been actioned by IST Markets LLC. Although, receipt of any confirmation of an order amendment is not binding on IST Markets LLC, IST Markets LLC may at its sole discretion decide to accept the original order. If the execution of that order occurred before the amendment was made, IST Markets LLC shall not be liable for any Positions generated by the client's assumption of non-execution of a fairly executed order.

1.15 Orders otherwise stipulated, no orders are guaranteed and are subject to Capping (which is detailed below at 1.16)

1.16 If a New Order is subject to Capping (as it is per definition) and the order is executed at a price that would cause losses or that of any open Position and a Stop order, then the Position will immediately be closed with a loss to the client of the prevailing IST Markets LLC quote as per for that market.

It is in the agreement “Gaping” refers to an occurrence whereby the market moves from one quoted price level that this second quote is significantly different to the first where such a event happens and before the second quote is through of order taken frequently, a minor time delay, when the first quote was not, this may trigger a Gapping event.

There are a variety of reasons why this might happen. Some of the more usual are listed below, but this list is by no means exhaustive.

- 1. It is because the particular underlying market on which the order is placed has opened and started trading at a price significantly different to the previous session closing price.
- 2. It is because you must understand the potential impact of these events on any order that you have or plan to place.

At times, Stop, Limit or if/when orders are subject to slippage in the market open. In a situation where slippage occurs during trading hours, any buy order (new or limit) below the market or sell order (new or limit) above the market and sell orders (new or stop) below the market or buy orders (new or stop) above the market may be subject to slippage. If any market goes from one quoted price to another due to any market sensitive piece of information (such as a profit warning or an economic data release), that any order in place between those prices will be affected.

1. If a volume of orders may be filed to close existing open positions and/or open new positions then these orders will be filed by IC Markets Ltd in any sequence determined by IC Markets Ltd. This results in subsequent orders having insufficient trading liquidity for activation, then these orders will be cancelled. IC Markets Ltd will not act as an order filling counterpart that may result in one order being filled and another failing. IC Markets Ltd will therefore act as what they are saying IC Markets Ltd and at no rate thereafter.

10. INITIAL CASH DEPOSIT

10.1 In general IC Markets Ltd only allows its clients to trade on deposit funds in full or money must be deposited before trading can commence.

10.2 You agree to provide to us assets maintain on your account at all times such Margin as is necessary to cover the Margin Requirement. Your agreement is repeated for every Transaction entered into by you and shall relate separately to each account. If you have more than one account with us.

10.3 The minimum level of cash/valuable that you are required to maintain on your account at any particular time as margin against any open positions is referred to as the Margin Requirement. IC Markets Ltd may at its sole discretion alter the Margin Requirements on your account.

10.4 IC Markets Ltd will routinely monitor the amount of Margin available for any Transaction that uses the rights demand further Margin than may have been originally requested in its execution during high market volatility or depending on the weight of customer business in the trading style or before an important fundamental news release to prevent increase of margin for an instrument in the exchange or at the closing of the week. IC Markets Ltd reserves the right to increase the margin requirement by reducing the leverage offered where to increase the stop for margining triggered from the agreed level up to 100% by giving a written notice in such case the stop level is below 100% than IC Markets Ltd will hedge the position or partially close them to bring the equity margin up to above 100%. Customers will solely be held liable from any damages or losses that may result from losing the position/positions.

8.10.2 IST Markets will maintain the right to close any short position/positions when stop out level (margin/margin call) is hit, or 10% of the stop margin requirement or the level agreed with the client. In case the increase or equity becomes negative as a result of stop out, IST Markets will preserve the right to claim the increase from the client to equalize the equity back to zero. Moreover, in accordance, IST Markets will reserve the right to increase the stop out level by giving a written notice to the client.

8.10.3 In order placed on a day later for a position may not necessarily reduce the Margin Requirements.

8.10.4 Notwithstanding any other provision of this Agreement, IST Markets will in its absolute discretion, to permit any trade for a size which is above the recognized maximum single size for a particular market.

8.10.5 The minimum MMR for any market and stop out level may be changed from time to time by IST Markets without notice to you. For example, during volatile market conditions or due to the liquid nature of any underlying Market's. These new margin requirements and stop out level will be applicable all your existing positions as well as any new transactions. Your contractual Minimum MMR is set out in the Contract Specifications which are current at the time of publication. Margin Requirements which are not set out in the Contract Specifications or which have changed since the date of publication of the Contract Specifications will be quoted on request or posted on the website. It is your responsibility to ensure that you are using the most recent margin requirements applicable.

8.10.6 Occasionally new or temporary markets are created. These markets attract their own margin requirement that may not be published but will be available on demand.

8.10.7 You undertake to provide us with and to maintain on your account at all times sufficient liquid funds in order to meet the margin requirement, and we undertake that we deemed to be required each time you open enter into a transaction. A failure to meet your margin obligations at any time is a Default Event and may result in us closing out your open Positions without notice to you.

8.10.8 Neither the funds on your account nor the margin applied to your Position(s) represent your total financial liability to IST Markets LLC.

8.10.9 IST Markets reserves the right to increase margin requirements prior to the release of a dividend. If you holding positions on the ex-div date, you will receive a dividend in the form of a credit adjustment if you hold a short position on the ex-div date, you will be charged the dividend amount in the form of a debit adjustment.

8.11 MARGIN CALLS

8.11.1 It is your responsibility to monitor your open Positions, and all other relevant factors used to calculate Margin payable. IST Markets will not obligate to make Margin Calls of you at all times within any specific period. It shall not be liable to you for any failure by us to contact you or attempt to contact you.

8.12 FEES AND CHARGES

This, in addition to charge payments (as required and described above at Section 1 and 6) should you agree to pay to us such sums of money as may from time to time be due to us as a result of a Transfer Fee or Location (including any charges and/or commissions) stated from time to time in the Contract Specifications and such amounts may be required in or towards discharge of any debt balance on any account.

This You will pay all applicable Value Added Tax (VAT) and other taxes and/or other fees reasonably incurred by us in connection with any Transaction. Any charges or taxes which result in future imposition of stamp duty, capital gains tax or other tax, which may from time to time be levied on Transactions made for your account, You may be liable for other charges and taxes that are not imposed by us. You are solely responsible for the timely payment of such chargeable amounts. You should seek independent advice if you are in any doubt as to what further charges or taxes may apply to you as a result of you entering this agreement.

We (IGT Markets UK) will retain responsibility for any non-payment of these charges and will not be liable for any proceedings or further charges resulting from non-payment of such charges.

This You agree that we may share commission and charges with our Associated Companies, Trading Partners or other third parties or transfer or pay commissions from or to the same in respect of Transactions entered into by us with you. Details of any such commission or sharing an agreement (for example where you have been introduced to us through a third party) will not be set out in the relevant contract note. These notes that such commissions and charges will only be paid where we are satisfied that such payments do not impact our obligation to act in the best interests of our client.

We (IGT Markets UK) is a company incorporated in England (Registration Number 080 16646), which is regulated and authorised by the Financial Services Commission of England (the "Regulator") at the 15th Floor, General House, The Leadenhall Building, 15 Leadenhall Street, London, EC3A 3RN.

16. Market Order Cancellation

16.1 The Contract Specifications provide important information in relation to each market offered by IGT Markets UK and clients are strongly advised to ensure they understand them. The information provided in the Contract Specifications includes:

- 16.1.1 Contract months available in each market
- 16.1.2 IGT Markets UK's half spread and/or commission rate for each market
- 16.1.3 Min (M) requirements for each market
- 16.1.4 Basis of settlement
- 16.1.5 Timing of trading
- 16.1.6 Transaction Size specifications
- 16.1.7 IGT Markets UK's trading hours (in normal trading conditions the various trading times are set out in the Contract Specifications and always stated in the Terms and Conditions and Contract Specifications, subject to HFT)
- 16.1.8 The applicable interest rate for Overnight Financing and
- 16.1.9 Other features pertinent to various markets.

16.2 IGT Markets UK has no liability in its ability to ensure that the Contract Specifications are correct and that IGT Markets UK reserves the right to amend any part of the Contract Specifications at any time.

13. IG Client spreads under commission rates on contracts will be quoted to you on request. IG Markets will have the right to any spreads or commissions rates on any contract to vary the rate specifications, without necessarily to be notified in advance, while market conditions under liquidity of the underlying Market. IG Markets will be discretion quoted spreads made via the telephone may differ from the spreads available on an IG's on a 24/5.

14. ORDER OF FULFILLMENT OBLIGATION

14.1 IG Markets will not close out your IG's Future contracts. All positions that remain open at expiration will be closed at the IG Markets will closing price on that day. Next month contracts will be available for trading at least four days before next month expiration. Therefore, it is the sole responsibility of the client to take notice of expiry without accordingly.

15. ACCOUNT SETTLEMENT AND SET OFF

15.1 If your account balance is in debit, the full amount of that balance is due immediately. Payment must be made in the currency in which the debit balance is denominated (or by agreement with IG Markets, Ltd) and at an exchange rate designated by IG Markets. IG's amount may be transferred in a currency of your choice.

15.2 IG Markets will require immediate payment of any additional net balance by either IG's, transfer additional cash, or in any other method of immediate electronic funds transfer acceptable to IG Markets. IG will debit IG's IG Markets will have accounts by 12:00pm on the same business day that the debit amount balance becomes due. IG Markets will be entitled to refuse payment by cheque without notice and without giving any reason.

15.3 IG Markets will reserve the right to and shall be entitled to charge interest on all sums payable to IG Markets under these Terms and Conditions which are not paid within 14 days of their due date until payment is made in full. IG Markets will not charge you 1% per calendar month (or part thereof) calculated on the sum due to IG Markets. IG Markets will require you to reimburse IG for any arrears costs we may suffer or incur. If you fail to make payment when due for any reason whatsoever.

15.4 IG Markets will have the right to debit from your account or any other account in which you hold an interest any sums interest or expenses incurred in recovering payments due to IG Markets. IG will reserve the right to IG Markets will without any delay (whether the day that is due).

15.5 Unsettled profits will under no conditions be paid or be available for electronic withdrawal or offset your obligation to pay your market losses.

15.6 IG Markets will be entitled to keep hold of funds which are required to meet adverse cash positions. Though Supplementary any explanation (for example, or credit or if payments, market losses and any other amount due under this agreement).

15.7 IG Markets will may at any time set off any liabilities resulting to you against any amount owed by you to IG Markets. IG Markets will reserve the right without notice to you and in its absolute discretion, to consolidate any or all of your accounts of whatever type or description on any accounts in which you have separate management function or margin interests.

1.6.1 Without prejudice to any part of this Agreement (CJ Markets Ltd) shall be entitled to require the settlement of all open positions at any time and with immediate effect. Such settlement shall be made at the prevailing CJ Markets Ltd quote (our quote) for each trade at the time of settlement or at the first occasion that such a settlement may be practically made. The settlement amount in respect of each open position shall be calculated by CJ Markets Ltd at its sole discretion as the difference between the opening value of each trade and its value on the settlement price.

1.6.2 For the avoidance of doubt, we shall be entitled at any time to debit, without notice or recourse to pay, any amount deposited or credited to your account of any type or in our behalf.

15. CONFLICT OF INTEREST

15.1 CJ Markets Ltd recognises that there is the risk that under certain circumstances, directors (including non-executive directors), employees, associates, consultants or any other persons directly or indirectly related to CJ Markets Ltd may have interests, financial or otherwise, which may be in conflict with the best interests of the client whose correspondence may damage the interests of the clients. This is known as a conflict of interest.

15.2 Represented to minimise the risk of conflicts of interest, CJ Markets Ltd has adopted a number of systems and procedures which set out how it will seek to identify and manage all material conflicts of interests. These are detailed in our Conflicts of Interest Policy which may be found online.

15.3 If you wish to know further information on our Conflicts of Interests Policy, or on any specific conflict of interest that you think might affect you, please contact us.

16. AUTHORIZED TRADING

16.1 CJ Markets Ltd recognises that in some circumstances it may be necessary or desirable for you to authorise someone to manage your account. We do so at your own risk and both you and the person you wish to authorise to operate your account will be required to execute and deliver to CJ Markets Ltd a letter in the form of a signed Power of Attorney document authorising and appointing such person (or "Authorized Third Party") to operate your account.

16.2 If you have opened an account electronically, and you do not have an original of your signature, you will not be able to appoint an Authorized Third Party and must come to our branch with an independently verified example of your signature (i.e. photograph of your passport or driving licence).

16.3 You will be fully and solely responsible for all actions of the Authorized Third Party. CJ Markets Ltd shall neither accept instructions from such Authorized Third Party nor manage or execute orders from you stating that the authority of the Authorized Third Party is revoked. Such written notice must be sent to CJ Markets Ltd to our Compliance department by registered mail or by personal delivery (not by e-mail) as either of CJ Markets Ltd legal counsel or CJ Markets Ltd shall change your account number and any passwords attributable to it in any event. CJ Markets Ltd shall be entitled, and without notice to you, to refuse to accept instructions from any Authorized Third Party and to treat the appointment of any such Authorized Third Party as terminated.

17. TERMINATION

19.1 You are entitled at any time to orally writing or telephone to instruct us to close your account. We will only close your account if you have no margin borrowings or any open position shall be closed in accordance with Clause 18 above. Any losses incurred on your account prior to the closure of the account shall be deemed to be immediately payable by you.

19.2 You specifically and unconditionally agree that IST Markets Ltd has the right to close or suspend your account with immediate effect in any of the following events:

- you are in breach of this agreement (the Terms and Conditions)
- you have made any material misrepresentation to IST Markets Ltd
- you fail to provide information requested in relation to any verification undertaken by IST Markets Ltd
- you act in a rude or abusive manner to employees of IST Markets Ltd; or
- IST Markets Ltd at its sole discretion decides to terminate your account.

19.3 If another party terminates this agreement all open positions shall be immediately closed at the current quote made by IST Markets Ltd on the day and where any margin is owed for any reason, all the next business good reasonably made by IST Markets Ltd on the respecting of each market and market trades shall be accepted by IST Markets Ltd.

19.4 In general, will be payable by other party on termination of this agreement and termination will not affect any account rights. On termination by other party you may terminate all or any of your accounts and may transfer all amounts due to or before transferring to you any credit balances on your account.

19.5 At any time after the termination of this agreement, you may without notice, close out any of your positions.

19.6 Further, if an insolvency event without circumstances IST Markets Ltd may (but is not obliged to):

- close (or attempt to) part or any open positions held by the client and any profits or losses attributable to such trades shall be settled immediately;
- close all of your accounts and refuse to accept any new instructions or trades from you;
- impose stop orders on all open positions; or
- take any reasonable action to safeguard the interests of IST Markets Ltd with action to be judged solely by IST Markets Ltd.

19. Client's liability

19.1 IST Markets Ltd will treat money received from you or held by us on your behalf in our Client Money Bank accounts.

19.2 IST Markets Ltd will hold all Client Money in Client's Bank accounts.

19.3 It is not our policy to pay interest to you on any of your money held by IST Markets Ltd.

It is to be agreed that there has been no assignment or part account failure for a period of at least six years (including any payments or receipts of charges, interest or similar failure) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as client money, we shall make and retain records of all balances relevant and undertake to make good any future liabilities against relevant balances.

10.1 You may terminate this agreement immediately by giving written or verbal notice to us.

10.2 You may not assign any part of your profits or losses to a third party if this party may replace any funds in your account or withdraw funds from your account. Withdrawals from your account balance must be payable directly to you (by means of a cheque BICF or bank credit card payment).

11.1 We have fraud prevention measures and in accordance with money laundering regulations IST Markets (UK) will only accept monies back to where they are from. Where monies have been deposited by way of the bank will be returned to that and where possible and where not possible IST Markets (UK) may require sight of original bank statements showing requirements under to IST Markets (UK) before releasing the said bank account.

11.2 Where monies have been deposited by bank transfer IST Markets (UK) may require sight of the original bank statement showing the deposit of the funds before any claim is made.

11.3 Where bank accounts have been closed IST Markets (UK) may require advice from the originating bank stating that the account has been closed and there are no funds owing to the bank. Before IST Markets (UK) will release a new bank account we may require sight of the original deposit transfer statement from the closed account and sight of an original new bank account statement.

11.4 In reference to this clause IST Markets (UK) records show a discrepancy between cash totals and IST Markets (UK)'s account details as supplied by you. IST Markets (UK) may require sight of original bank statements, or any other relevant evidence to clarify your cash status before providing a refund.

12. Withdrawals and Refunds:

The Client has the right to deposit into their trading account only using the payment systems available in the 'Deposit' section of the Company's IST Markets Client's Area. In account trading account management facility, our proprietary internet gateway that allows the Client to manage his trading account with a secure website environment.

12.1 The actual payment of services is deemed to be the moment when all appropriate funds are credited to the Company's account.

12.2 The Company holds no responsibility for the result showing operations on the Client's account in case there are any delays in depositing into the account. The Client is fully responsible for any financial loss risk coming from possible delay in depositing funds to the Client's trading account.

12.3 The Company has the right to reverse the Client's deposit or withdrawal if the Client's trading account is not to be funded by a third party, and if the Client makes a withdrawal on behalf of the third party. In this case, the deposited funds will be transferred back to the same bank details they originated from. If this occurs, the Client will be charged with all costs for funds transfer.

The entire amount the trading account is credited in any currency other than the one in which the trading account is maintained, such funds are to be credited to the trading account based on an internal exchange rate adapting the Company from the Bank serving the Company at the deposit date.

It is the intent that there has been no movement in your account during for a period of at least six years (notwithstanding any payments or receipts or charges, interest or similar subjected and are unable to trace you despite having taken reasonable steps to do so, you agree that we may move or treat your money as client money, we shall make and retain records of all balances shown and undertake to make good any future valid claims against relevant balances.

1.1.1 You may not assign any part of your profits or losses to a third party. If third party may not place any funds in your account or withdraw funds from your account. All withdrawals from your account balance must be deposited directly to you (by means of a cheque bank) or bank credit card payment.

1.1.2 In order to fund prevention measures and in accordance with money laundering regulations ICJ Markets LLC will only refund monies back to where they came from. Where monies have been deposited by card the funds will be returned to that card where possible and where not possible ICJ Markets LLC may require sight of original bank statements showing original bank transfer to ICJ Markets LLC before refunding to the relevant account.

1.1.3 Where monies have been deposited by bank transfer ICJ Markets LLC may require sight of the original bank statement showing the deposit of the transfer before any refund is made.

1.1.4 Where funds or monies have been closed ICJ Markets LLC may require a letter from the originating bank stating that the account has been closed and there are no funds owing to the bank. Before ICJ Markets LLC will refund to a new bank account we may require sight of the original deposit transfer statement from the closed account and sight of original new bank account statement.

1.1.5 In reference to this clause, if ICJ Markets LLC's records show a discrepancy between our details and ICJ Markets LLC's account details as supplied by you, ICJ Markets LLC may require sight of original bank statements, or any other relevant evidence, to confirm your new status before processing a refund.

1.2 Withdrawals and Refunds

The Client has the right to deposit into their trading account only using the payment systems available in the 'Deposit' section of the Company's ICJ Markets Client's Area (a secure trading accounts management facility not providing internet gateway that allows the Client to manage his trading documents within a secure and safe environment).

1.2.1 The actual payment of services is deemed to be the moment when all appropriate funds are credited to the Company's account.

1.2.2 The Company holds no responsibility for the result of trading operations on the Client's account in case there are any delays in depositing into this account. The Client is solely responsible for any financial losses occurring from possible delay in depositing funds into the Client's trading account.

1.2.3 The Company has the right to close if the Client's deposit is withdrawn if that Client's trading account is not to be funded by a third party, and if the Client wants to withdraw on behalf of the third party, in this case, the deposited funds will be transferred back to the same bank details they originated from. If this

money, the Client will be charged with interest for funds transfer.

16.10 In the event the trading account is credited in any currency other than the one in which the trading account is maintained, such funds will be credited to the trading account based on an internal exchange rate adopted by the Company from the bank serving the Company at the deposit date.

16.11 When processing a withdrawal request, the Company shall use the internal currency rates adopted by the Company from the bank serving the Company at the date of withdrawal.

16.12 The trading account cannot be credited automatically; the appropriate application will be fulfilled within 24 hours since the Client's notice on crediting the trading account is received.

16.13 Clients may withdraw their funds by sending a withdrawal request via IST Markets Client's Area. The request will be reviewed and processed by IST Markets accounts department. Funds will be returned to any payment systems from account number depositing into the trading account.

16.14 The Client bears full responsibility for the adequacy of all the information within the withdrawal of funds application.

16.15 The Company has the right to refuse the Client's request for withdrawal if the Client uses different withdrawal and depositing systems.

16.16 The Company reserves the right to debit from the account any amount paid to the Client in compensation. Please refer to the Terms and Conditions policy.

16.17 In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

16.18 The Company has the right, but not the obligation, to charge the Client for any additional commission from Client using different payment systems to deposit and withdraw funds. The commission charged to the Client is not stated based on costs paid by the Company when fulfilling the Client's withdrawal request.

16.19 The Company undertakes to take any and all appropriate actions to provide any (legal) financial operations and money handling with the employment of the Company's resources.

16.20 In the event Client has credits multi-trading accounts from their trading account, Client can only withdraw up to the deposited amount back to the same multi-trading card; any additional profits will be transferred via a different payment method under the client's name.

The Client has the right to close their trading account at any time. The Company will approve the account closure if:

- a. There are not active investments placed;
- b. There are no investigations underway associated with any of the terms of the current Terms of Service.

If there are no charges applied to the account, the Company is obligated to close the account as per the Client's demand.

If the Client's account has been suspended due to the violation of the current Terms of Service or the use any other form of abuse by the Client, the earnings/profit will be cancelled.

The Company's not obligated to provide any refund in case the account has not received due to any reason other than our own will.

A refund request can be made in case in which the account had been deposited into, but no orders were successfully placed.

In addition, the same method of payment used for the deposit will be used for the refund. The refund will be for the full amount and any withdrawal fees imposed by the payment provider will be deducted from the original amount, unless other arrangements have been made.

Refund requests are processed within one working day however can take up to three to five working days to reach Client's account and up to three working days for transaction via credit/debit card.

If it is not possible, you will have to provide a third party's credit to receive the refunded amount, if a client deposits a credit card that credit card will be registered as a refunded amount otherwise, the deposit is made via bank transfer or a wallet, the accounts will be registered as credited accounts.

If it is Client's may only request withdrawals through the secure portal IST Markets Client Area. Once the Client has logged in and has requested a withdrawal, an acknowledgment of this request is sent to their registered e-mail address.

Client IST Markets will follow the flow for one withdrawal per calendar month as long as the client has made a min. of 10 orders there is a remaining balance in the account.

If it's the client's first withdrawal per month or the client has not traded at all, charges will be applied on further withdrawals depending on the payment and the payment method.

For more information, you can get in touch with support@istmarkets.com

16. FORCE MAJEURE

If a Force Majeure event is exceptional, caused an emergency market conditions which may prevent IST Markets client from performing any or all of its obligations hereunder. They include, without limitation:

- markets that in IST Markets I/O's reasonable assessment, are in an emergency or exceptional state;

- the suspension or closing of any market upon which we have our quotes, or the imposition of limits or spread or adjustments on the trading in any (such market);

- the occurrence of any operational circumstances which in our reasonable assessment obstruct the flow of prices in any market potentially on;

- compliance with any law or government order rule regulation or direction;

- an event which prevents IST Markets I/O from making orderly markets in any contract normally quoted by IST Markets I/O for the purposes of trading transactions;

- any abnormal loss of liquidity in any of the markets quoted in the reasonable anticipation of such occurring or the event of excessive volatility or reasonably anticipating IST Markets I/O, in any market normally quoted by IST Markets I/O or of the anticipation by IST Markets I/O that such a situation may occur or;

- any any event or circumstance including any strike, riot or civil commotion, terrorism, interruption of power, supply or electronic communication or information system technical or communication problems or other act of God caused through loss of power which prevents IST Markets I/O from providing a normal transaction service.

If it is concluded in our reasonable assessment that a Force Majeure situation exists then we may in our absolute and sole discretion:

- suspend trading until we amend IST Markets' IT or trading hours based on any markets;
- increase deposit margin requirements and/or amend credit limits in the case of Credit Default;
- close any or all open positions;
- refuse to take any further Transactions until such Transactions result in a trading profit;
- immediately require payment of Margin and/or any other amounts you may owe IST Markets Ltd;
- cancel or fill any orders in such case at such levels as we consider in good faith and in our sole discretion to be fair and reasonable in the circumstances;
- reduce the maximum Transaction size allowed;
- vary any agreement entered by IST Markets Ltd;
- suspend or amend any part of these Terms and Conditions to the extent that it is impossible or unreasonable for IST Markets Ltd to conform to them; or
- take such actions as IST Markets Ltd deem proper in the circumstances to defend our clients and ourselves as a whole.

We limit the duration of transaction but fully, IST Markets Ltd shall not be liable to you for any losses you may suffer by reason of any action it may take in accordance with this Clause.

24. COUNTERPARTS - (see IST-CONTRACTS, CMTS-CONP and CMTS-CONP2)

IST Markets Ltd will accept any Transaction or order or amendment of an order or any cancellation of an order IST Markets Ltd contract notes will be:

- displayed on screen in relation to a B2B Transaction or
- in respect of orders placed via the telephone;
- evidence provided where there is no paper or a printed confirmation or B2B or
- available to view on screen in relation to Transactions made via a B2B.

IST Ltd may material action affecting your account will trigger an email within an on-screen confirmation. The absence of an email confirmation or an on-screen confirmation of an action on your account will not affect the validity of any Transaction or order which has been placed.

IST Ltd is solely your responsibility to keep yourself fully up to date in respect of all your Transactions and Positions. As soon as you receive any contrary note you must check this note make certain that it is correct. The sooner that IST Markets Ltd is made aware of any error or problem, the sooner we will be able to take into account it. You must also regularly check your online statements.

Also, that account statement will be available online at any time unless IST Markets Ltd has suspended your account or until for a B2B is unavailable for any reason.

IST Ltd you require a contrary note for a Transaction or filled order that you allege has not been triggered by or for you, IST Markets Ltd must be notified immediately. If you do not receive a contrary note for a Transaction you have placed (or believe you have placed), you must notify IST Markets Ltd immediately.

IST Ltd if you think that any contract note or statement contains any error you must notify IST Markets Ltd immediately.

IST Ltd any query or dispute in respect of any trade or transaction, together with details of the time and date of the trade or transaction must be communicated to IST Markets Ltd as soon as you become

Submitting the report of any query or dispute, IST Markets LLC may at its discretion immediately close all the pending IST Markets LLC positions for the first such query received, any decision that is in dispute. No matter what the subsequent result of the dispute, IST Markets LLC will not respond or restate any such closed trade.

Client/Client money will be deposited into a client money bank account in the event that IST Markets LLC was to become insolvent all client money held in the third-party bank account would be protected. In the event that the third-party bank was to become insolvent you may be entitled to compensation from the relevant broker that party bank was unable to meet their obligations. This depends on the type of business you undertake your status, and the circumstances of the event.

24. **Arbitration/Dispute Resolution/Dispute Resolution**

24.1 These Terms are subject to arbitration by notice to you. Any such arbitration shall be effective immediately on written acknowledgement with clause 21 and shall apply to all open positions and all transactions as at and after the effective date of the change.

24.2 **NOTICE**

24.3 All notices will be sent to clients of IST Markets LLC via the email messaging medium and unless IST Markets LLC receives a failure to deliver message of such message will be deemed to have been received by you. Any alteration of your email will be deemed to be communicated immediately to IST Markets LLC. Any losses incurred by you through non receipt of notification or confirmation for the case of trades or orders placed are payable by you. IST Markets LLC accepts no responsibility for non receipt by you of any such notification or confirmation.

24.4 Any request by IST Markets LLC that you make contact with us, for whatever reason, shall be regarded as vital and shall be acted upon immediately.

24.5 Where IST Markets LLC is not notified per written notification from the Client that any notice or other communication has been received by the Client, it shall be deemed to have been duly received on the Client:

- Firstly delivered at the Client's last known home or work address or when actually given in person to the Client;
- Physically near the telephone or fax line, in close exchange with the Client for person relating to the IST Markets LLC representative to be the Client when given a fully hour given;
- Physically leaving a telephone answering machine message, text message or voice mail message, two hours after the message being left on the relevant medium;
- Providing first class post two business days after posting of same;
- Providing fax, on completion of the transmission, provided that a transmission "successful" notification has been received by IST Markets LLC; or
- Providing email upon receipt of delivery notice by IST Markets LLC.

24.6 Any notice or other communication given or made under or in connection with the matters contemplated by this agreement shall except where such communication is expressly prohibited, be in writing and that be sent to support@investor.com.

21. LIMITATIONS OF LIABILITY

21.1 These Terms do not limit or exclude any liability arising out of or in connection with death or injury arising by reason of negligence.

21.2 Subject to all other provisions of these Terms and Conditions and the Agreement IST Markets LLC is liable to you to pay you your realized available profits. The foregoing is IST Markets LLC's entire liability to you.

21.3 You shall indemnify us and keep us indemnified on demand in respect of all liabilities, costs, claims, damages and expenses of any nature whatsoever (present, future, contingent or otherwise and including legal fees) which we suffer or incur as a direct or indirect result of a breach by you of your obligations under this agreement or under the laws and regulations in force or exercising our rights under in relation to the aforementioned provisions detailed in these Terms and Conditions, unless and to the extent such liabilities, costs, claims, damages, expenses are suffered or incurred as a result of our gross negligence or willful default. You shall indemnify us likewise in connection with information against amounts which we may suffer as a result of any error in any instruction given to us by any authorized person or acting on any instruction which is, as appears to be, from an authorized person.

21.4 Subject to Clause 21.3 we shall not be liable:

- for any loss, expense, cost or liability (together "loss") suffered or incurred by you unless and to the extent that such loss is suffered or incurred as a result of our negligence or willful default;
- for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in relation to this agreement; or
- for any loss suffered or incurred by you as a result of any error in any order, instruction or information given by you or an authorized person, or as a result of us acting on any order or instruction which is, as appears to be, from such authorized person.

21.5 If any of these Terms and Conditions shall be found to be invalid, voidable or invalid such unenforceability or invalidity shall not affect any other part of these Terms and Conditions (or the remaining portion of the affected part, as the case may be), which shall remain in full force and effect.

21.6 You shall not assign, transfer, charge or sub contract any of the rights or liabilities hereunder.

21.7 IST Markets LLC shall continue to assign, transfer, charge, sub contract or deal in any manner with all or any of its rights and/or liabilities hereunder including by way of transfer of the same to an Associated Company or Trading Partner.

22. Waiver

22.1 At the present time, income from CFD trading is not exempt from Capital Gains tax. However, there is no Stamp Duty on CFDs. Tax regulations may change at any time. It is your sole responsibility to ensure that your CFD activity complies with your local income tax regulations and any other applicable fiscal laws.

23. Disclaimers

2.1.1 The authorisation that by opening an account with us entailing Terms here you will be providing us with personal information, the collection and processing of such information for the purposes of performing the contract and administering the relationship between us. The contract being the listing with information:

- where we are required to by law;
- technological Companies;
- trader Trading Partners;
- to establish/perform as we deem necessary in order to prevent crime;
- to establish/perform as we deem fit to establish/perform our legal or contractual rights against you including but not limited to debt collection agencies and legal advisors.

2.1.2 The authorisation is our associated's supervisor, any trading partner by telephone or otherwise contact you at any reasonable time in order to discuss any aspect of our business or of our associated companies' business or of our trading partners' business. If you do not wish us or our associated companies or our trading partners to do contact you for any direct marketing activities, you must inform us in writing.

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In this Agreement (and in addition to expressions defined elsewhere in our website) the following words and expressions shall have the following meanings:

"Account balance"

is the "right balance" on your account (your account balance does not include profits or losses on any open positions).

"Applicable law"

means any national, local or other statute, law, rule, code, guideline, order or decision of a Governmental authority;

"Application form"

means the application form supplied by IST Markets Ltd in relation to these Terms and Conditions.

"Associated Company"

means any trading company or subsidiary company within the IST Markets Ltd group and/or any subsidiary company of any such trading company or its subsidiaries.

"Authorized Third Party"

means a person authorizing you to initiate trades or close existing trades using your account details, as referred to in Clause 1.5.

"Our (including 'trading', 'trading', 'trading')"

or other similar words appearing elsewhere in a document entering into a transaction, "that" or "that price" is the price at which the Client executes.

"Buy (including 'take', 'up', 'buy', 'call', 'long', 'long', 'long (action)')"

is defined as making a buy (purchase) or buying the market (opening IST Markets Ltd).

"Client" (including 'you' and 'your')

means a person or company who has opened an account with IST Markets Ltd and has agreed to be bound by these Terms and Conditions.

"Client Money Market"

refers to your funds in your account which is held by IST Markets Ltd. Clients of IST Markets Ltd retain full title to their money, subject to usage requirements.

"Credit Account"

is an account where IST Markets Ltd, at its sole discretion, has offered you a credit line to use as Trading Resources.

"Contract for Difference" ("CFD")

or other similar words express a reference to a derivative or a CFD trade.

"Default Event"

shall be deemed to have occurred where:

- a. any statement (either oral or written) made by you to IST Markets LTD has become untrue or misleading;
- b. you fail to carry out any of your obligations to IST Markets LTD under this agreement (including failure to satisfy a Margin Call) or you fail to do anything that you have stated that you will do (whether orally or under the telephone or by any form of written or electronic message);
- c. in the event of your death or become insolvent within the meaning of any applicable mental health legislation;
- d. you are in default of payment of money owed to IST Markets LTD or any of its Associated Companies or Trading Partners;
- e. IST Markets LTD in its sole discretion believes that any of the circumstances set out in this definition are likely to happen.

"Deposit Account"

is an account where you need to deposit funds before you can commence trading.

"EOD"

is any (disseminable) Trading Platform provided by IST Markets LTD for trading our markets.

"Execution Delay"

means IST Markets LTD's order Execution Delay which may be extended from time to time. A summary of the current execution delay is available on our website.

"Expiry Date"

means the expiry date and time of a transaction.

"FX" (including "Forex")

refers to currency trading, "FX trading", as is detailed in Clause 5.

"Hedge Order"

means an order that is only triggered on the activation of another ultra fast order. For example, the Stop Order is activated, you may want to place a Stop Limit order or limit order. These additional orders are deemed "Hedge Orders".

"MGR" (including "Min MGR")

means Initial Margin Requirement which represents the minimum Trading Account (Free Margin) required to place or opening trade in the minimum trade size permitted by IST Markets LTD (i.e. if you have a Trading Account and the Min MGR in a market was 10 then to place a unit trade size of 10 you would require at least 10 MGR (10x10) of available resources to trade).

"Trading Day/Event"

means and shall mean:

- a. If you are an individual, on the passing or proposed by you of a voluntary arrangement under the Insolvency Act of 1986 (specifically part III) or an agreement for composition with your creditors generally or the making of a voluntary order;
- b. If you are a company, the passing of any resolution or order, for the winding up or dissolution of the company or making of an administration order or the appointment of an official receiver or the sale under circumstances of any asset of the company or the making of any voluntary arrangement under the Insolvency Act of 1986;
- c. If you are client of IST Markets LTD under these Terms and Conditions, you are unable to pay your debts as they fall due or any one of insolvency or similar or analogous event, at which point is subject of your

'Limit Order'

refers to an instruction to take a position in an open trade if our quote reaches the level requested as a contingency to our instruction in a time table.

'OT Markets i10'/'OT Markets i10' (including 'see'/'see'/'see' and 'hereafter' as appropriate)
the abbreviation of OT Markets i10.

'OT'

the Order Book/Order book.

'Margin'

a sum that covers the cost required or being used on your account to either open a transaction or not your position. See clause 5.

'Margin Call'

a request for Margin payment as referred to in Clause 5.

'Margin Requirement'

is the amount of cash or credit resources required to maintain your existing open Positions.

'Market'

refers to indices, share, currencies, commodities, hardware interest rates or any other product that may be traded by OT Markets i10 from time to time.

'Market Specifications'

refers to the documents available online that details OT Markets i10's current (opening hours, liquidity, overnight financing interest rates, other market specifications and other rules applicable to the Transactions and Positions as determined by us for you.

'New Order'

is an instruction to open a new Transaction at a possible future price based on the OT Markets i10 quote.

'Offer' or 'offer price'

is the price at which the Client is buying.

'Order Book'

the window on the OT where your working orders are listed.

'OT'

is any Online Trading Platform provided by OT Markets i10 for trading our markets.

'Overnight Financing'

is the credit or debit applied to your account when you hold a Position in certain contracts overnight and including non-business days.

'Pricing Error'

is defined as a discrepancy by OT Markets i10 where the price quoted materially and clearly deviates from the prevailing market price (or the forward/calculated market price) at the time that it was quoted. A pricing Error is defined, but not necessarily is, a discrepancy or other price which varies above or below the prevailing real-market price of the underlying product by more than the size of the quoted bid/offer spread of that product. For example, a bid/offer quote by OT Markets i10 in the FTSE 100 (currently composed of 100) which when the current quote should have been 4700 - 4800 might be considered to be a Pricing Error as the OT Markets i10 bid of 4700 is more than the quoted spread of the product for the time elapsing from the midpoint is 100% of the current quote.

'Position(s)'

means open Transactions.

'Trading Policy'

refers to Positions that automatically roll into the next trading day without incurring any profit or loss. Such Positions usually have a long life span (sometimes many years in the future) and attract overnight financing.

'Quote'/'See Quote'/'OT Markets i10 Quote'

is the price quoted by IGT Markets Ltd via an OTC or a B2B or via the telephone. OTC quotes are based upon an underlying Market that is sourced from either a recognised global exchange or from a wholesale opportunity.

"Quoting Hours": IGT Markets Ltd Quoting Hours

are the hours available in the Contract Specifications where IGT Markets Ltd quotes its markets. IGT Markets Ltd will not quote any markets outside of its quoting hours.

"Bids" (including "Go Short" "Short" "Short Order(s)")

is defined as making a sell transaction or selling the market quoted by IGT Markets Ltd.

"Order"

refers to the size of the buy or sell transaction. The standard minimum and maximum trade sizes and sizes above that IGT Markets Ltd sets as an offer from market to market and product to product and are further detailed in the Contract Specifications.

"Open": "Open Issue"

is an order to close an open Position at a price determined first.

"Quoting Network"

are anyone with whom IGT Markets Ltd has a contractual relationship, for example joint venture, membership, partnership, relationship, agency relationship, white label relationship or introducing broker relationship.

"Quoting Network" (or "True Margin" or "Available Margin")

is the amount of money available on your account that may be apportioned to new Transactions or to meeting current Stop levels.

"Transaction"

means any buy or sell trade or OTC trade made between you and IGT Markets Ltd including you close a Position and includes any other such transaction made between IGT Markets Ltd and you as may be agreed from time to time and not covered by these terms.

"Underlying Market"

is the physical underlying assets from which our markets are derived and the markets which those assets are traded.

26. IGT & IGT Policy

1. Introduction

IGT Markets Ltd ("IGT Market") or "the Company" (here to prohibit, detect and actively pursue the prevention of money laundering and terrorist financing activities and ensure to comply with all relevant laws and regulations with full attention and no compromise with any of the document listed illegal activities.

The management of the Company is committed to Anti Money Laundering (AML) & Counter Terrorism Financing (CTF) compliance in accordance with applicable laws and places extremely high importance on avoiding it allowing any money laundering scheme and/or terrorist financing activities.

IGT Markets Ltd also requires its officers, employees, introducing brokers and affiliates to cooperate with these standards in preventing the use company's products and services for the purposes of money laundering and terrorist financing activities.

2. Purpose

The purpose of IGT, IGT & IGT Policy ("the Policy") is to provide guidance on the Anti Money Laundering (AML) & Counter Terrorism Financing (CTF), and these your Client (PNC) specifications which are followed by the Company in order to achieve full compliance with the relevant AML and CTF regulations.

This policy applies to all Company's officers, employees, introducing brokers, affiliated companies, and products and services offered by the Company; any employee found not to be abiding by these policies and procedures will face severe disciplinary action.

1. Legal framework

The Company is committed to comply with the provisions of the applicable laws regarding the prevention of Money laundering and Terrorist Financing. The main purpose of these laws are define and minimize the laundering of proceeds generated from otherwise criminal offences aiming at keeping criminals from the profits of their crimes.

In accordance with the AML and CTF laws, the Company is obliged to set out policies and procedures for preventing money laundering and terrorist financing activities.

The AML and CTF procedures, which are implemented by the Company, are based on AML and CTF laws application in Romania, the recommendations of The Financial Action Task Force (FATF), in addition to other documents and information.

2. Definitions

2.1. Money Laundering

Money laundering is the process of creating the appearance that large amounts of money obtained from various crimes, such as drug trafficking or terrorist activity, originate from a legitimate source.

There are three steps involved in the process of laundering money: Placement, Layering and Integration.

2.1.1. Placement

This refers refers to the act of introducing "dirty money" (money obtained through illegitimate, criminal means) into the financial system in some way.

2.1.2. Layering

Layering is the act of concealing the source of that money by way of a series of complex transactions and bookkeeping gymnastics.

2.1.3. Integration

Integration refers to the act of acquiring that money in supposedly legitimate means.

2.2. Terrorist Financing

Terrorist Financing (proceeds for crime) is the process by which funds are provided for financing or financial supports individuals, entities, or terrorist groups.

Individual, or terrorist group, is one that has a purpose or activity to facilitate or carry out any terrorist action, and can include individuals or groups.

2.3. AML/CTF

The term AML/CTF refers to "Anti Money Laundering and Counter Terrorist Financing" or "Anti Money Laundering and Combating Terrorist Financing".

2.3.1. Anti-Money Laundering

Anti-Money Laundering (AML) refers to a set of procedures, laws or regulations designed to stop the practice of generating income through illegal actions.

4.3. Counter-Terrorist Financing

Counter-Terrorist Financing (CTF) refers to a set of procedures, laws or regulations designed to prevent financing or providing financial support to individual terrorists or terrorist groups.

4.4. Financial Action Task Force (FATF)

The Financial Action Task Force on Money Laundering (FATF), also known by its French name, Groupe d'Action Financière (GAFI) is an intergovernmental organization established in July 1989 by a group of G7 and G8 member states in Paris, initially to examine and develop measures to combat money laundering. In October 2001, the FATF expanded its mandate to incorporate efforts to combat terrorist financing in addition to money laundering.

The objectives of the FATF are to set standards and promote effective implementation of legal, regulatory and operational measures for combating money laundering, terrorist financing and other related threats to the integrity of the international financial system.

Working with its non-members, the FATF monitors countries' progress in implementing the FATF Recommendations, various money laundering and terrorist financing techniques and counter measures, and promotes the adoption and implementation of the FATF Recommendations globally.

The Task Force was given the responsibility of examining money laundering techniques and trends, monitoring the action taken had already been taken on a national or international level, and setting out the measures that still needed to be taken to combat money laundering.

In April 1990, less than one year after its creation, the FATF issued a report containing a set of Forty Recommendations, which were intended to provide a comprehensive plan of action to achieve fight against money laundering.

In 2001, the development of standards in the fight against terrorist financing was within the mission of the FATF.

In October 2001, the FATF issued the Eight Special Recommendations to deal with the issue of terrorist financing. The continued evolution of money laundering techniques led the FATF to revise the FATF standards comprehensively in June 2003.

In October 2010, the FATF published Forty Special Recommendations, further strengthening the agreed international standards for combating money laundering and terrorist financing - the latest Recommendations.

In February 2012, the FATF completed a thorough review of its standards and published the revised FATF Recommendations. This revision is intended to strengthen global safeguards and further protect the integrity of the financial system by providing governments with stronger tools to take action against financial crime. They have been updated to deal with new threats such as the financing of proliferation of weapons of mass destruction and to reinforce anti-money laundering and corruption. The updated Recommendations on terrorist financing have been fully integrated with the measures against money laundering. This has resulted in a stronger and clearer set of standards.

5. Procedures

The procedure of the Laws, whereby the Company introduces procedures and processes that ensure compliance with the applicable Laws related to Money Laundering and Terrorist Financing activities.

5.1. Client Categorization and Identification Procedures

The Company has adopted all requirements of the applicable laws in relation to client categorization and identification and due diligence procedures as implemented:

4.1.1. Client Categorization

Clients are categorized based on their risk profile into three main categories as explained below:

a. Low-Risk Clients

The following types of clients are considered lower risk. It should be noted that the Company shall gather sufficient information to establish if the client qualifies to be classified as lower risk client:

- 1. Credit or financial institutions situated in another country which impose requirements higher or equivalent to those laid down by Company's regulators.
- 2. Listed companies whose securities are admitted to trading on a regulated market of other countries which are subject to disclosure requirements consistent with Community legislation.

b. Normal Risk Clients

All clients who do not fall under either High Risk or low risk category will be considered as Normal Risk Clients.

c. High Risk Clients

Clients with the following profiles are classified as High risk due to the following conditions:

- 1. Non-Retail or Non-customer
- 2. Client accounts in the name of artificial person
- 3. Politically exposed persons (PEP)'s accounts
- 4. Economic gambling opening through the internet
- 5. Customers from countries which independently apply PEP's recommendations
- 6. Clients that their nature entails a higher risk of money laundering and terrorist financing
- 7. Any other Client whose identity the Company finds to be classified as such

4.1.2. Client Identification (Due Diligence)

a. Due Diligence Conditions

The Client identification and due diligence procedures are applied in the following conditions:

- 1. Establishing a business relationship
- 2. There is a suspicion of money laundering or terrorist financing, irrespective of the transaction amount
- 3. There are doubts about the adequacy of previously obtained client identification data
- 4. Failure or refusal by a client to submit the requisite data and information for the verification of his/her identity and the creation of his/her economic profile, without adequate justification

b. Due Diligence Timing

Client identification and due diligence must take place before the establishment of a business relationship or the carrying out of a transaction.

The verification of the identity of the client may be completed during the establishment of a business relationship if this is necessary in order to not interrupt the normal conduct of business and where there is limited risk of money laundering or terrorist financing occurring. In such situation, these procedures need to be completed as soon as possible.

Notwithstanding existing records that take place on a regular basis, thus ensuring that the documents, data or information held are up to date.

Client identification procedures shall be applied not only to all new clients but also at appropriate times to existing clients on a risk sensitive basis.

When a client's account is opened, it shall be clearly monitored.

It shall be possible to conduct, at least twice a year, an independent monitoring of the results of the review, which must be kept in customer files.

On frequent checks, the company should compare the estimated against the actual turnover of the account.

Any written information should be investigated, not only for possible action by the Company in relation to the particular amount concerned, but also to gauge the reliability of the person or entity who has introduced the transaction.

a. Due Diligence Procedures

The practices to which the Company adheres in order to comply with the requirements of the law on the subject of the client identification is adhered to a risk based approach and is as set out below:

i. Normal Client Due Diligence Procedures

Normal due diligence procedures apply for normal risk clients and shall comprise the following:

- a. Identification of the client and verification of the client's identity on the basis of information obtained from available and independent sources;
- a. For legal persons taking risk based and adequate measures to understand the ownership and control structure of the client;
- a. Obtaining information on the purpose and intended nature of the business relationship;
- a. Conducting ongoing monitoring of the business relationship including scrutiny of transactions undertaken through the course of the relationship to ensure that the transactions being conducted are consistent with the data and information holding the firm in connection with these facts.

ii. Simplified Client Due Diligence Procedures

Simplified procedures may apply for low risk clients. These measures shall apply when there is no suspicion of money laundering, regardless of any derogation, exemption or threshold, and not otherwise in a business relationship is established.

iii. Enhanced Client Due Diligence Procedures

The Company should apply enhanced client due diligence measures in situations which by nature are present high risk of money laundering or terrorist financing.

The Company shall take specific and adequate measures to compensate for the high risk, by applying one or many of the following measures:

- a. Ensure that the client's identity is established using additional documents, data or information;
- a. Apply supplementary measures to verify or verify the documents supplied;
- a. Ensure that the flow payment of the operations is carried out through an account opened in the client's name with a credit institution which operates in a country of which imposes requirements higher or equivalent to those laid down by Company's regulators.

iv. Verification Procedures

The following verification procedures will be followed by the Company in order to verify the identity of the client during the establishment of the business relationship:

- a. The Company will ensure that the construction of the economic profile, assessment of opportunities and assessment of viability shall be performed at times prior the establishment of the business relationship;
- a. The clients are provided with a given period of 14 days of 14 days to provide the Company with their identification documents, during the 14 days' period the Company is required to ensure the following:
 - a. The cumulative amount of funds to be signed will not exceed the amount of 100,000 rub.
 - a. The funds may come only from which account or through other means that are linked to which accounts in the name of the client;
 - a. Notification / Reminder emails will be sent to the clients, reporting to be provided with the client's identification documents.

- a. Closure of the account in case where the verification procedure is not completed following the completion of the period;
- a. The Company shall not withhold any client's funds and no accounts shall be frozen unless there is a suspicion of money laundering.

4. Other Due Diligence related matters:

4.1. Politically exposed persons

Politically Exposed Persons (PEPs) are individuals who are or have been associated with prominent public functions in a foreign country and whose associates is someone with a close relationship with the political appoint persons.

The Company shall adopt the following additional due diligence measures to determine whether a prospective client is a politically exposed person:

- a. Special approval from Senior Management prior to the establishment of a business relationship with the client;
- a. Take appropriate measures for the establishment of the origin of the client's assets and the source of funds that are related with the establishment of the business relationship or transaction;
- a. Conduct enhanced and continuous monitoring of the business relationship.

4.2. Anonymous or Nominal Accounts

The Company is prohibited from issuing anonymous or nominal accounts. Additionally, the Company shall pay special attention to any money laundering or terrorist financing threat that may arise from product or transactions that might foster a company's ability to take measures to prevent their use for money laundering or terrorist financing purposes.

4.3. Due Diligence Performance by Third Parties

The Company is permitted to rely on third parties to meet the requirements for client due diligence measures. In the end, however, the ultimate responsibility for meeting those requirements shall remain with the Company which relies on the third party.

4.4. Client Account Opening and KYC Documentation Procedures

Prior to accepting new clients, the company requires these clients to provide certain information and documentation for the purpose of client identification, account activation of client identity.

4.4.1. Account Opening

a. Required Information for Account Opening

All clients interested in opening an account with the Company are requested to provide certain information including:

- a. The Client's personal details;
- a. The construction of Economic Profile for the Client;
- a. The Client's Appropriateness/ Suitability Assessment.

It is obvious that the identification of the client including construction of economic profile and appropriateness/suitability assessment shall take place prior the establishment of the business relationship with the client.

b. Account Opening Procedure

- a. The client completes the account opening forms indicating all required information.

a. The responsible administrator collects all initial information of the client and forwards it directly to Senior Management and to the Anti-Money-Laundering/Compliance Officer for examination, review and approval.

a. Following the approval the administrator records all necessary information into the Company's software systems and communicates it to the related departments.

4.2.2. KYC Documentation

After accepting new clients, and allowing them to trade with the Company, the following documents shall be obtained for the verification of clients' identity:

a. Natural Persons

The identification documents required from natural persons (individual clients) in order to efficiently implement the Company's KYC procedures are as follows:

i. Proof of Identity

A valid government issued Proof of Identity (Passport National ID Card, Driving License, ...) which should include Client's full Name, Client's Date of Birth, Client's Photograph, and Validity Dates (Date of Issuance and Expiry Date) as well as a Validity Period.

ii. Proof of Residence

A document proof of home address in the person's name (Bank Statement, Utility Bills, Rental Bills, ...) which should include Client's full Name, Client's Home Address, and Date of issuance (must contain more than 6 months old).

b. Legal Persons

Sufficient identification procedure is followed for Legal Persons (corporate clients) interested in opening an account with the Company. These documentation requirements are presented below:

i. Incorporation Documents

The form and name of corporate documents may vary depending on country of incorporation and/or legal form of the company however the required government issued Corporate Documents should include Corporation name, Date and Place of Incorporation, Registered Office Address, Directors and authorized signatories, Shareholder participating structure (Shareholders names and shareholding percentage), Corporate Registered Address.

These documents may include but not limited to: Certificate of Incorporation or Certificate of Registration, Certificate of Registered Office, Certificate of Directors and Secretary, Certificate of Registered Shareholders, Memorandum and articles of association.

ii. Directors and beneficial owners documents

Personal ID, and identification documents are required from:

a. Legal Person's Directors

a. Legal Person's ultimate beneficial owners with beneficial ownership at least.

These identification documents include Proof of Identity and Proof of Residence.

ii. Board Resolution

A resolution of the board of directors of the legal person for the opening of the account and granting authority to those who will operate it.

13. Record Keeping Procedures

The Company should keep the below listed documents and information for use in any investigation into, or analysis of, possible money laundering or terrorist financing by national authorities:

The retention of the list underneath, other than the signed documents or their verified true copies that are kept in a hardcopy form, may be in other forms, such as electronic form, provided that the Company is able to retrieve the relevant documents/data without undue delay and present them at any time, to the relevant authorities, after a request. If true translation is attached in the case that the documents/data are in a language other than English:

- a) The name and address of clients and copies of records of official identification documents (for passports, identity cards, driving licenses).
- i) The name and address for identification: obliged counterparties.
- i) The form of ownership or authority.
- i) The account details from which any funds were paid.
- i) The form and destination of payment made by the business to the client.
- i) Business correspondence.
- i) For client due diligence: copies of the references of the references is required, for a period of at least 5 years after the business relationship with the client has ended.
- i) For business relationship and transactions, the supporting evidence and records for a period of at least five years following the completion of the transactions or the end of the business relationship.

14. Suspicious Transactions Reporting

Suspicious transaction is a transaction which is inconsistent with a client's known legitimate business or personal activities or with the normal business of the specific account, or in general with the economic profile that the Company has created for the client.

The Company aims at maintaining adequate information at all times and knows enough about its clients' activities in order to recognise at once that a transaction or a series of transactions, where unusual or suspicious.

15. Examples of Suspicious Transactions

Examples of what might constitute suspicious transactions include those related to money laundering and terrorist financing in cash but not limited to:

- a) Transactions with no discernible purpose or are unusually complex.
- a) Use of foreign accounts of companies or groups of companies with complex ownership structures which is not justified based on the needs and economic profile of the customer.
- a) The transactions or the size of the transactions regarded by the customer do not comply with his usual pattern and business activity.
- a) Large volume of transactions and/or money deposited or withdrawn, at a moment when the nature of the customer's business activities would not appear to justify such activity.
- a) The business relationship involves only one transaction or it has a short duration.
- a) There is no viable justification for a customer using the services of a particular financial organization.
- a) There are frequent transactions in the same financial instrument without obvious reason and in conditions that appear unusual.
- a) There are frequent small purchases of a particular financial instrument by a customer who settles in cash, and then the total number of this financial instrument is cashed one transaction with settlements in cash or with the proceeds being transferred with the customer's instructions, in an account other than his own account.

- a) Any transaction the nature, size or frequency appear to be unusual (e.g. cancellation of an order, purchased after the deposit of the consideration).
 - a) Transactions which are not in line with the conditions prevailing in the market, in relation, particularly with the size of the order and the frequency.
 - a) The settlement of any transaction last mainly large transactions in each order or settlement of the transaction by a third person which is different than the customer which gave the order.
 - a) Instructions of payment to a third person that does not seem to be related with the instruction.
 - a) Transfer of funds to and from countries or geographical areas, which do not apply or they apply inadequately IRI's recommendations on money laundering and terror financing.
 - a) A customer is reluctant to provide complete information when establishes a business relationship about the nature and purpose of his business activities, anticipated accounts activity, prior relationships with financial organizations, names of his officers and directors, or information on his business location.
 - a) The customer usually provides minimum or misleading information that is difficult or expensive for the Company to verify.
 - a) A customer provides unusual or complex identification documents that cannot be readily verified.
 - a) A customer that makes frequent or large transactions without no record of past or present employment/experience.
 - a) A customer who has been introduced by a foreign financial organization, or by a third person whose countries or geographical areas of origin do not apply or they apply inadequately IRI's recommendations on money laundering and terror financing.
 - a) Special policies for individuals involved in cash transactions, particularly when the address is also a business location and/or does not seem to correspond to the stated occupation (e.g. student, unemployed, self-employed, etc).
 - a) The stated occupation of the customer is not commensurate with the level or size of the executed business.
 - a) Use of general business documents in a way that violates the controls established by the company's financial documents.
- 7.2. Company's Transaction Reporting Procedures**
The procedure for report the client's suspicious transaction is as follows:
- a) The reports of Company's compliance from different departments are evaluated by the IRI's Compliance Officer.
 - a) If it is considered necessary, the Compliance Officer shall notify the relevant Money Laundering Authorities.
 - a) After the submission of a suspicious report the customer's accounts registered as well as any other connected accounts are placed under the close monitoring of the Compliance Officer.
 - a) After submitting the suspicious report, the Company adheres to any instructions given by relevant Money Laundering Authorities and in particular, as to whether or not to continue or suspend a particular transaction or to maintain the particular account active.
 - a) Transactions executed for the customer are compared and evaluated against the anticipated accounts to assess the usual business of the activities/operations of the customer and the relevant information kept for the customer's economic profile.
 - a) Negative risk indicators are investigated and the findings are recorded in the respective customer's file.
 - a) Transactions that are not justified by the available information on the customer, are thoroughly monitored in order to determine whether suspicious use money laundering or terror financing arise for the purposes of submitting an internal report to the compliance officer and thereby the latter to relevant Money Laundering Authorities.

ii. All necessary responses and actions must be taken based on the investigation findings, including any internal reporting of suspicious transaction activities to the compliance officer.

9.3. iStock Compliance Officer's Monthly Procedures

The procedure to be followed by the iStock compliance officer on a daily/monthly basis is as follows:

- i. Receiving a daily report from staff members about suspending any suspicious transaction.
- ii. Examining the reports submitted (if any).
- iii. Forward and inform the Senior Management and advise if any of the below actions to be taken:
- iv. Flag the transaction, if this is in practice.
- v. Inform the client for the reason of the transaction being avoided.
- vi. Collect the information of the transaction (if it has already been avoided).
- vii. Report to the appropriate authorities if the transaction activity is required by law.

Business practices: Your personal information may be shared with a limited number of trusted partners and/or affiliates of iStock Limited UK, whose work is subcontracted to the management of your account and will not breach any elements of the UK General Data Protection Regulation (GDPR). If you have any questions or comments about iStock Markets UK privacy policy, you can contact our Customer Support Team at support@istockmarkets.co.

iStock Limited UK (publicly traded) is a company incorporated in Gibraltar (Registration Number: 282774848), which is regulated and authorized by Financial Services Commission of Gibraltar. Registered address: The Gibraltar Group, Grandoffshore, The Capital, Silver Square, 4th Floor, KIRK KEMP, Gibraltar.

Generally Identifiable Information

iStock Markets UK will process your personal data as follows if we want when you specifically sign up and provide us with your consent, during your application to open a trading account. iStock Markets UK uses a lawful base for processing your data, and it is for the following reason: processing is necessary for the performance of a contract to which the data subject is party or in order to take request at the request of the data subject prior to entering into the contract.

If you open a trading account with iStock Markets UK, you will be asked for information regarding your name and address, employment, and salary details, as part of the identity checking (Regulation 6(1)(b)), and iStock Markets UK's regulatory requirements, and iStock Limited UK Group policies and procedures we are required to establish proof of your identity and address during the onboarding stage. This process is conducted mainly by iStock Markets UK by requesting and processing copies of your personal identifiable information, for which we have the use of third parties who conduct electronic verification on our behalf. The majority used to supply additional information to support any unsuccessful verification attempts. iStock Markets UK may use the personal information you provide to contact you in the future about iStock Markets UK products and services. The only full data which is necessary to offer the service is provided on our website. Third Party Data.

This website contains links to other websites. Please note that iStock Markets UK cannot be held responsible for the privacy policies of other websites. We encourage all visitors to be aware and read the privacy statements of every website that collects, particularly identifiable information. iStock Markets UK does confirm that there is a strict policy of not sharing your Personal identifiable information with an unassociated third party under any circumstances.

Privacy Statement Changes

IST Markets LLC may change this privacy statement at any time. For change does so as you will be notified accordingly, and where applicable your consent remains required. You are advised to read the statements so that you are satisfied with the privacy conditions under which you provide IST Markets LLC with your personal information.

Enforcement Data Protection Regulation (GDPR)

IST Markets LLC as a data processor is strictly as mandated to comply with the requirements and principles of GDPR in processing your personal identifiable information.

We will safeguard information in our custody. We have developed and will maintain security procedures to safeguard personal information against loss, theft, misuse and unauthorized disclosure, use or modification. Access to personal information is restricted to employees and authorized service providers who need it to perform their work.

Cookies

How is your personal information collected using cookies?

Personal information may be submitted to both the public and private areas of our website.

Personal information may be submitted on our website in two areas:

Public Area

If you do provide your name and address on the public area of this website in order to request information about our products and services, you may voluntarily provide additional personal information. We will be asked to provide your personal information in this area for the purposes of registering with IST Markets LLC and opening an account with us.

Private Area

To ensure a good quality of service we may monitor and measure any communication you have with us whether in writing, by phone or by electronic mail. It must be not accepted to it from either the public or private areas of the website. IST Markets LLC recommends that you do not send us personal information by e-mail.

How can we use Cookies on our Site and what information we collect.

For information about cookies please refer to www.aboutcookies.org.

Function Cookies

We use cookies mainly for the following purposes:

1. To allow you to carry information across pages of our site, and remembering form entry information.
2. With registration to allow you to access critical information.
3. Store personal data for logging purposes only (by website number).

Statistical Cookies

We use persistent cookies for the following purposes:

1. To help us recognize you as a unique visitor (page number) when you return to our website and to allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly.
2. To compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website.
3. To internally identify you by account name, name, email address, customer ID, company and location (geographic and computer IP address).
4. To differentiate users who are on the same network to enable us to correctly allocate bandwidth to appropriate account.
5. With consent to our website ensure you are not included in multiple questionnaire too often or after you have already done so.

Third Party Cookies

Third parties serve cookies on this site. These are used for the following purposes:

- a. To serve advertisements on our site without whether these advertisements are clicked on by users.
- a. To control how often you are shown a particular advertisement.
- a. To tailor content to your preferences.
- a. To store the number of advertisements shown on our site.
- a. For website analytics only.

Use of Web Beacons

Some of our Web pages may contain electronic images known as Web beacons (sometimes known as clear gifs) that allow us to count users who have visited these pages. Web beacons collect only limited information which including a mobile number (for analytics of a page view), and a description of the page on which the Web beacon resides. We may also carry web beacons placed by third party advertisers. Third

beacons do not carry any personally identifiable information and are only used to track the effectiveness of a particular campaign.

Disabling/Deleting Cookies

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

For the current location of the cookie settings see www.aboutads.info/faq

Client Execution Policy

1. IST Markets LLC

IST Markets LLC is required to inform its clients (and acts the policies for execution of client trades and orders. This policy should be read in conjunction with the Client Agreements understand IST Markets LLC's order execution policy before use of IST Markets LLC's execution services. If there is anything you do not understand or need clarification, please contact our Client Services Team.

2. IST Markets LLC

2.1

IST Markets LLC provides Contracts for Differences (CFDs) and spot FX products to its clients executing a wide variety of financial markets instruments. Every market quoted by IST Markets LLC is derived directly from an underlying financial instrument issued from an exchange or from a reliable quoting source, such as a FX quoting bank. IST Markets LLC determines which markets to quote, the times at which those markets are quoted. IST Markets LLC publishes its trading platform, three quotes at a high spreader with a mark up on which clients may be able to trade.

2.2

IST Markets LLC takes all reasonable steps to ensure the best possible result for its clients when executing client instructions.

3. Model Execution Policy

When you provide us with specific instructions as to how to execute your trades or orders then this will remove that obligation from IST Markets LLC to take all reasonable steps to obtain the best possible execution result by the consequences of following your instructions. When we open and close trades for you, we will take all reasonable steps to achieve the best possible result for you by opening and closing those trades as early as our Client Execution Policy and subject to any specific instructions received from you. In all other circumstances, when we execute a trade or order for you, we will take into consideration a number of factors that allow us to offer the best possible result. These are described further below. For client orders, this will mainly be determined by the price or spread followed by the size and nature of the trade or order and the speed and likelihood of execution and settlement. The most common factors are highlighted below:

1.1 Price

If your trade via the trading platform is a regularly *ICI Markets* *ILL* then your trade will be executed at the price requested by you and at no other price. If your trade is made over the telephone then, assuming there is no price error, your trade will be executed at this price. If your trade is over platform or 'Instant Execution' made then the order is placed into the underlying market and is filled at the best available price at the time.

1.2 Execution Speed

In normal circumstances, as long as you have sufficient margin available on your account for the trade and as long as the trade size requested is equal to or under the maximum Internet size permitted, your trade will be executed at the best requested in certain circumstances due to speed of Internet communications, market volatility or in the case of deliberate manipulation of our quoted prices, your trade may be rejected by us. If the price at which you have attempted the trade is not representative of the underlying market price when received by *ICI Markets* *ILL*.

1.3 Trade Size

All trade execution is subject to considerations. If the requested trade size is larger than *ICI Markets* *ILL* is able to trade in the underlying market instrument on the relevant exchange at that time then the entire order may be rejected but *ICI Markets* *ILL* may offer greater liquidity than the underlying market or its execution. *ICI Markets* *ILL* will not make a guarantee of any trade subject to agreement of the size of a telephone trade. Every market operates. *ICI Markets* *ILL* has an absolute maximum and maximum permitted and this can be found by clicking on the information icon button associated with each currency which can be found on the *ICI Markets* *ILL* Trading Platform. However, this maximum trade size may vary due to market conditions and it, at all times, at the discretion of *ICI Markets* *ILL*.

1.4 General

Instant cash an order, when triggered by market price action, will be filled at the same or very close to the same price as requested in your order request. If the market opens at the start of the trading day or expires sharply different to the closing price of the previous trading session any order placed at that price is between the closing *ICI Markets* *ILL* quote of the previous day's trading close and the opening quote of the next day's trading session will be filled at the first price reasonably obtainable by *ICI Markets* *ILL* with reference to the underlying market.

1.5 Gapping and slippage

All orders (day orders and/or flow orders) are subject to slippage on the open market in a situation where slippage occurs during trading hours, any day order (new or limit) takes the market or a limit order (new or limit) above the market or a limit order (pending or stop) takes the market or a limit order (pending or stop) or above the market, may be subject to slippage. If any market gaps from one quoted price to another then it may market executes price of either take (pending or stop) pending or stop (pending or stop) then any order in place between these prices will be executed. *ICI Markets* *ILL* offers execution via limiting orders where it provides price and time order and the start will be trading on *ICI Markets* *ILL*'s liquidity. Please note there may be times where there is a limitation to liquidity which can have an impact on your execution. *ICI Markets* *ILL* treats all customers fairly and in the event of gapping passes the best price that is available to one of *ICI Markets* *ILL* liquidity providers or data feed providers with the passed on to the client. If at any time *ICI Markets* *ILL* receives a price improvement on either of these order types then the price improvement will be passed onto the client. Due to limitation of executing market orders on *ICI* platform, certain execution factors such as the size of the order, and nature of trading style, *ICI Markets* *ILL* does not guarantee that an order and slippage will be better than any other model.

on other financial markets available and IST Markets will pass on the best market price for the client's best trade and fill orders.

1.3.1 Market Hours

Aside from those markets defined as being opened 'out of hours' no order will be filled outside of IST Markets' 24/7 specified trading hours. IST will note that markets continue to trade outside of the trading hours affecting IST Markets' 24/7, and in those cases, there is significant potential of some gapping from one IST Markets' 24/7 trading session to the next IST Markets' 24/7 trading session. All orders in those markets will be subject to the gap in price. All orders submitted 'out of hours' markets' specified by IST Markets' 24/7 are treated as though the underlying instrument were open and trading at that level required to execute the order.

1.4. CANCELLATION

1.4.1

Both limit and Stop orders may be cancelled by the client at any time but once an order has been executed it is unlikely that you will be able to cancel the whole transaction and you are obligated to accept any part of a cancelled order that is filled prior to cancellation.

1.5. CONNECTING ISSUES

In the exceptional instances where you have problems connecting to our servers and need to place, modify, cancel, or close trades or require any type of action or/or information regarding your online trading account, please contact the trading desk immediately on the contact details registered on IST Markets' 24/7 website.

1.5.1 Summary of Terms 1.5.1.1 Trading account

This term is an agreement that you enter into when opening an account with IST Markets' 24/7. The terms relate to our 24/7 and Spot FX products.

1.5.1.2 Execution venue

A situation where financial instruments can be traded (i.e. the New York Stock Exchange, NYSE) IST Markets' 24/7 supply only execution venue for your trades placed via its internet portals or over the telephone. (Market Execution)

A term used by MetaQuotes Software Corporation (the MetaTrader 4 trading platform) and means it allows its not have to request quotes but can read some prices in their order window. This term can also be understood as price execution, meaning the IST Markets' 24/7 terminal sends the request to buy or sell at the price chosen on the screen. Processing the request once it has been placed may take a few seconds, dependent on internet bandwidth connections, after which the order will be fulfilled. In rare occasions the exact price chosen may no longer be available. If this is the case then a new price will be chosen at which the trader can submit or adjust the order.

1.5.1.3 Market

An individual market in which you can make a trade.

1.5.1.4 Order

This is where you give an instruction to execute a trade at a price that is not currently available in the market but may be available at a later date/time.

1.5.1.5 Out quote

The price quoted by an external market via our trading platform or over the telephone.

1.5.1.6 Open Position

It is unclear where you have an exposure to a particular market due to the fact that you have an integrated trade within an open account.

Trade

The action of trading entails using reports given by IST Markets Ltd to either open a position or to close (report close) an open position.

Underlying Instrument

A financial instrument acquired from an association or issuer or from a wholesale trading counterparty which replicates the quote made by IST Markets Ltd. For example, the FTSE 100 Index fully price is replicated with reference to the monthly FTA Futures contract (currently called the FTA 100 Index) plus a minimal fee rate (if any) which is compensated by the expiry time value plus any expected dividend component between now and the expiry of the FTSE future. For the underlying market term the FTSE Index trading market is the FTSE future (not the FTSE 100 index itself).

Clear Disclosure

This brief statement does not disclose all the risks involved in trading open foreign exchange, spot metals and other off exchange instruments. Customer should undertake clear research into only if it understands the nature of the financial markets, and positions offered, and the extent of the Customer's exposure to this trading in these instruments is attributable for many members of the public. Customer should always consider whether trading is appropriate for Customer in light of its experience, objectives, financial resources, and relevant circumstances.

Effect of "leverage" or "margin"

Customers in the foreign exchange, spot metals and other off exchange derivatives markets carry a high degree of risk. The amount of initial margin is small relative to the value of the contract, so that small moves are "leveraged". A relatively small market movement will have a proportionately larger impact on the funds lodged by the Customer. This may work against you as well as for the Customer; this may mean a reduction of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position, or margin funds are increased, you may be called upon to pay up to what additional funds or other value to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

Clear trading orders or strategies

Placing of certain orders (e.g., "stop loss" or "stop limit" orders) that are interactive limit orders may not always be effective due to market conditions or technological limitations that may make it impossible to execute such orders. In placing, using combinations of positions, such as hedging strategies, may be as risky as taking "long" or "short" trading positions.

Location of trading and pricing relationships

Market conditions, changes in government regulation or trading restrictions with respect to certain markets may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate other positions. IST Markets Ltd is not responsible for any failure to effect any such transactions should such events arise. Off-exchange transactions (over the counter) may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and associated risks.

Trade execution

The markets are generally closed for trading during week ends, other public holidays, events and developments that also leading the markets to open at significantly different price from where they closed on Friday. Customers will not be able to use the IST Markets iLLI online trading software to place orders when the markets are closed. There is a substantial risk when no stop-loss orders are left to protect open positions held over weekends, especially when the markets open at levels significantly worse than their specified price.

Electronic trading risk

In case of system failures or other interruptions, orders may not be executed according to Customer's instructions or Customer may not be able to place or change orders. IST Markets iLLI real time feeds for any such failure of hardware or software, system downtime or communications interruption. Further, IST Markets iLLI does not warrant that Customer will be able to maintain a continuous and uninterrupted link with the internet and shall have no liability for any such failure.

OTC and off-exchange transactions

Unlike the regulated exchanges, there are no limits on daily price movements when trading OTC instruments and other off-exchange derivatives. Therefore, not all of the Customer's positions generally found in the regulated exchange markets, especially in the OTC instruments and off-exchange derivatives. OTC and off-exchange transactions may be less regulated or subject to separate regulatory regime. Before undertaking such transactions, Customer should familiarise itself with applicable rules and risks. Counter party risk

Customer orders are allowed opens a position with IST Markets iLLI in its capacity as a market party. IST Markets iLLI online trading software, gets market data or, as exchange. There are no guarantees in the real-time nature of IST Markets iLLI. IST Markets iLLI has the right, in its sole discretion, to cease trading in any OTC and off-exchange derivative instrument at any time, and in such event, Customer will be prevented from liquidating an adverse position. Such actions may result in a substantial loss to Customer.

Introducing brokers and other affiliations

Customer please be advised that IST Markets iLLI is an introducing broker. It is important to note that IST Markets iLLI introducing broker are separate and independent from one another without an employee, agency or partner relationship.