



# WorldWideMarkets

ONLINE TRADING

**Version: 4/16/2014**

## RISK NOTICE

We provide services for trading spot foreign currencies and Financial Instruments. Trading is on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. The price of your positions may change quickly and your profits and losses may be many times the amount of your investment or deposit. If you do not hold sufficient funds to meet your margin requirements, then we may close your open positions immediately and without notice. Please read the Risk Warning Notice carefully to understand the risks of trading on a margin or leverage basis. You should not trade in foreign currencies or derivative financial contracts unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.

## Terms of Business

### A. The scope of the Agreement

#### 1. Introduction

1.1 These Terms of Business are part of the Agreement between WorldWideMarkets Online Trading Limited (“WWM”, “Company”, “we”, “us” or “our”) and its client (“Client”, “Trader”, “you” or “yourself”) which governs our trading services and all transactions we conduct with you.

1.2 We are authorised and regulated in the United Kingdom by the Financial Conduct Authority (“FCA”) with firm reference number 604779. The FCA’s registered address is 25 North Colonnade, Canary Wharf, London E14 5HS. For certain types of contracts that we offer, we may be regulated by other governmental or professional bodies and these arrangements are set out in the relevant Supplemental Terms. Our registered office is located at 16 St. Martin’s Le Grand, Suite 2.05, London EC1A 4EN.

1.3 The agreement between us relating to our trading services consists of the following documents:

- Application Form;
- Terms of Business and the Supplemental Terms for the relevant product; and
- Key Service Features, which provides details of fees and charges and your Customer Support contact information.

Together these are referred to as the “Agreement”.

1.4 The Agreement supersedes all our previous terms and conditions and any amendments thereto and will be effective from the specified date or the date on which we acknowledge acceptance of your Application Form.

1.5 Each Product we offer is subject to its Supplemental Terms. Should there be any conflict between these Terms of Business and the Supplemental Terms, the Supplemental Terms will prevail.

1.6 Other materials which explain the basis upon which we trade with you but are not part of the Agreement include:

- The Website – including the Trading Platform, through which you will trade with us; and
- Our notices and policies – the Risk Warning Notice, our Trade and Order Execution Policy and our Conflicts of Interest Policy (together “Notices and Policies”). These are located in the Annexes to the Terms of Business.

1.7 Please read the Agreement and the Notices and Policies carefully and contact us if there is anything which you do not understand. Unless we have agreed in writing that any part of this Agreement is not to apply, we will regard this Agreement as setting out all the relevant terms concerning our trading services. Contracts that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting your application on our Website or, if applicable, via a mobile application you confirm that you accept the terms of the Agreement. When we open an Account for you, you will be bound by the Agreement in your dealings with us.

1.8 Words and expressions have the meanings set out in the Definitions at clause 40. References to clauses are to clauses in these Terms of Business unless stated otherwise.

1.9 You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). The language of communication shall be English, and you will receive documents and other information from us in English. We may, in our sole and absolute discretion, provide local language support. If a document is translated into another language this will be for information purposes only and the English version will prevail.

## 2. General Information

2.1 Our trading service is an electronic service and you specifically consent to the receipt of documents in electronic form via email, Website or other electronic means. Any communication sent to you may in addition be sent in a paper form on your request. We reserve the right to charge for documents in a paper form.

2.2 You confirm that you have regular access to the Internet and consent to us providing you with information about us and our services, our costs and charges and our Notices and Policies by email or by posting such information on the Website.

2.3 We only accept clients who are classified as Professional Clients or Eligible Counterparties for the purpose of FCA Rules. In certain circumstances we may wish to re-categorise you, but if we do so we will explain clearly why we are doing this and the effect this will have on your rights. You have the right to request a different client categorization which may offer a greater or lesser level of regulatory protection, but in such event we may not be able to provide services to you and your Account may be Terminated immediately upon change of your classification. Pending the acceptance of any re-categorisation request, you will continue to be treated as a Professional Client or Eligible Counterparty, as is relevant. You are responsible for notifying us of any change which may affect your categorization.

2.4 We will deal with you as Principal and not as Agent on your behalf. This means that any Trades are agreed directly between you and us and we will be the counterparty to all of your Trades.

2.5 Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the "Agent" or "Attorney" as the case may be) can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent and/or Attorney in relation to your Account. We may require confirmation that the Agent and/or Attorney has authority to act on your behalf at any time we reasonably consider appropriate.

2.6 We shall not give advice to you on the merits of any Trade and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under FCA Rules to give you investment advice. Accordingly, you should not regard any transaction proposal, suggested trading strategies or other written or oral communications from us as investment recommendations or advice or as expressing our view as to whether a particular transaction is suitable for you or meets your financial objectives. You must rely on your own judgment for any investment decision you make in relation to your Account. If you require investment or tax advice, please contact an independent investment or tax adviser.

2.7 You will not have any rights of ownership, dealing or otherwise in any Underlying Instrument as a result of a Trade with us. We will not transfer any Underlying Instrument or any rights (such as voting rights or dealing obligations) in it to you.

## B. Dealing with WWM

### 3. Your Account

3.1 After we have accepted your Application Form we will open your Account. We may open different Accounts for you, including different Accounts for different Product types. We reserve the right to refuse to open an Account for any reason.

3.2 We are obliged by FCA Rules to obtain information about your relevant investment knowledge and experience so that we can assess whether a service or Product is appropriate for you; and if it is not to give you a suitable warning. If you choose not to provide us with the information we request or if you provide insufficient information we will not be able to determine whether the service or Product is appropriate for you. In these circumstances we shall give you a suitable warning and we may not be able to open an Account for you. Please note that we are not obliged to assess or ensure the suitability of any Trade you place.

3.3 You undertake that any information you provide to us is correct. You must immediately inform us of any material change to the information provided to us on your Application Form, including any change to your contact details or financial status.

3.4 When we open your Account we will provide you with a unique Account number and will agree with you such other Security Information as we consider appropriate:

3.4.1 It is your responsibility to keep your Account number and Security Information confidential;

3.4.2 You agree that you will not disclose your Account number or Security Information to any other person;

3.4.3 We may agree separate Security Information with your Agent, Attorney, or any joint Account holders; and

3.4.4 When you deal with us or give us an instruction, we will require details of your Account number and your (or your Agent's, Attorney's, or Joint Account Holder where applicable) Security Information.

3.5 Except where otherwise provided in this clause 3.5, you are responsible for paying any losses, fees or charges arising from Trades entered into or instructions given using your Account number and Security Information. You will not be responsible for any losses after we receive a request from you that we stop using any item of the Security Information. You will also not be responsible for any losses where we have been grossly negligent in allowing a person you have not authorised to access your Account, or where it can be shown that a person has gained access to the Trading Platform through a breach of our technology security, except where such loss results from your failure to comply with clause 3.4 or 28.5. If you fail to comply with these clauses then you will be liable for the resulting loss. Please note that we do not restrict the domain from which any person can access the Trading Platform.

3.6 If you open an Account in the name of yourself and others, then:

3.6.1 We may act on instructions from either you or any other person in whose name the Account is opened (each a "Joint Account Holder"), including instructions to trade. In certain circumstances we may require instructions from all Joint Account Holders;

3.6.2 We may give any notice or communication to either you or another Joint Account Holder;

3.6.3 All Account holders shall be jointly and severally liable for losses, fees or charges arising on a joint Account. Among other things, this means that any monies owed on the Account shall be payable in full by you or any of the other Joint Account Holders; and

3.6.4 If you or any other Joint Account Holder dies, we may take instructions from and pay any balance to the survivor(s).

3.7 We may inform you that your Accounts will be Linked Accounts. Your Linked Accounts will be aggregated for the purpose of calculating your Equity, Used Margin, Usable Margin or otherwise as specified in this Agreement.

3.8 Your Account will be denominated in a Base Currency. If we do not agree a Base Currency for the Account with you, then the Base Currency will be US Dollars. Trades for certain Instruments may be conducted in other currencies however the resulting Open Positions may be valued at or converted to the Base Currency in accordance with clause 20 or the relevant Supplemental Terms.

3.9 Credit and debit entries, including any Premiums, deposits and withdrawals, will be made to your Account. You are responsible for monitoring your Open Positions and any activity in your Account. We are not obliged to monitor or advise you on the effect of any Trade, Order or Open Position. You may access your Account information at any time by logging into the Trading Platform or by contacting Customer Support.

#### 4. Instructions and Basis of Dealing

4.1 You may give us instructions for Trades via the Trading Platform, or by such other means as we may from time to time specify to you in writing. In such circumstances:

4.1.1 when you do so you are offering to enter into a Trade with us at the price we quote when you complete all obligatory fields and click the relevant icon; and

4.1.2 when we receive your offer we will provide you with an electronic confirmation but you and we will be bound by a Trade only when details of the Trade are reported as executed on the Trading Platform. If you do not see details of the executed Trade on the Trading Platform, please contact us immediately to confirm the status of the Trade.

4.2 You may place an electronic Order on the Trading Platform at any time. However, we will execute Trades only during times which are both our Trading Hours and the relevant Trading Hours. Trading Hours are stated on the Website. We will advise you of any change to our Trading Hours or Trading Hours on the Website and, where reasonably practicable, we will provide you with no less than two Business Days notice of any such change.

4.3 Prices quoted by us (whether on the Trading Platform, by telephone, 'live chat' or otherwise) do not constitute a contractual offer to enter into a Trade at the prices quoted or at all. We reserve the right to refuse to enter into any Trade. Such situations include but are not limited to, when:

4.3.1 Trades are placed outside of the Trading Hours (clause 4.2);

4.3.2 Your Usable Margin is insufficient to fund the proposed Trade (clause 10);

4.3.3 Our Price or the Trade derives from a Manifest Error (clause 14);

4.3.4 You have engaged in Arbitrage (clause 15);

4.3.5 You have engaged in Price, Execution, and Platform Manipulation (clause 16);

4.3.6 Events Outside Our Control or Market Disruption Events have occurred (clause 17);

4.3.7 Any amount you owe us has not been paid (clause 18);

4.3.8 You have engaged in Market Abuse (clause 23); and

4.3.9 WWM believes the Trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.

4.4 If we accept a Trade before becoming aware of any of the events described in clauses 4.3.1 to 4.3.9, we may, in our sole and absolute discretion, treat the Trade as void or close the Open Position at Our Price prevailing at the time we close the Open Position. If we choose to maintain the Open Position, you will be liable for the full value of the Trade when it is closed.

4.5 If you wish to execute a Trade whose size exceeds our maximum dollar size, you may request a quote. We may be required to execute such a Trade through several transactions at varying prices and you will be charged separate fees and commission for each individual transaction. If multiple Trade instructions are placed or triggered, which in aggregate exceed our maximum dollar size, we may, in our sole and absolute discretion, take any of the following action: (a) refuse to enter into all or some of the Trades; and/or (b) partially fill your Trades. We may vary any minimums or maximums sizes from time to time and new sizes will be effective at the earlier of (1) time of publication on the Trading Platform or (2) time of publication on the Website.

4.6 Subject to our right to refuse to enter into any Trade, we will endeavour to execute a Trade within a reasonable time after we receive it or after the conditions for an Order are fulfilled.

4.7 Subject to FCA Rules, we may aggregate your Trades with transactions of our other customers or with our own account or that of an associate. Aggregation may on some occasions operate to your advantage and on other occasions to your disadvantage. All such aggregated Trades and transactions will be allocated by us in accordance with the FCA Rules, where applicable.

4.8 By opening an Account, you acknowledge and agree that:

4.8.1 We may execute Trades outside a regulated market or multilateral trading facility (each as defined in the FCA Rules) from time to time;

4.8.2 We shall not be required to publish Limit Orders which are not immediately filled; and

4.8.3 We may receive goods or services in relation to the execution of trades or the provision of research through brokers with whom we transact for the purposes of this Agreement.

5. Our Price

5.1 During Trading Hours for the relevant Instrument or foreign currency, we will quote two prices: a higher price ("Ask") and a lower price ("Bid"); together these prices are known as "Our Price" for an Instrument or foreign currency. Our Price is determined by reference to the price of the Underlying Instrument or foreign currency which is quoted on external securities exchanges or dealing facilities that we select at our discretion. Details of how we calculate Our Price are stated in the Supplemental Terms. Our Prices and how we calculate Our Prices are determined in our sole and absolute discretion and any changes are effective immediately. If Our Price for any Instrument or foreign currency is not available on the Trading Platform, please contact Customer Support to obtain a quote.

5.2 We will accept a Trade only on the basis of a current Our Price. You may not be able to enter into Trades at Our Price where Our Price is described as "indication only" or "indicative" or "invalid" (or words or messages to the same effect).

5.3 We provide quotes for Our Price on a best efforts basis. If a Market Disruption Event or an Event Outside of Our Control occurs we may not be able to provide a quote for Our Price or execute Trades during the relevant Trading Hours.

5.4 The difference between Bid and Ask is “Our Spread”. For certain Products, Our Spread may contain an element of charge or commission for us. For these Products, two spreads may apply during the relevant Trading Hours: one Spread will apply when securities exchanges or dealing facilities for the Underlying Instrument or foreign currency are open and another will apply when these are closed. Our Spreads are set in our sole and absolute discretion and any changes are effective immediately upon publication on the Website or Trading Platform.

5.5 Unless otherwise stated in the relevant Supplemental Terms, we will provide you with best execution. Please read our Trade and Order Execution Policy which sets out the basis upon which we seek to provide best execution. By accepting the terms of this Agreement, you expressly consent to our Trade and Order Execution Policy and the best execution terms set out therein.

## 6. Closing Trades

6.1 You may close an Open Position by highlighting the position you would like to close and clicking the Close Button. Instructions placed for closing Trades are subject to clause 4.

6.2 Where you have more than one Open Position in the same Instrument, you must highlight the position you would like to close and click the Close Button

6.3 You will usually be able to close an Open Position during the relevant Trading Hours. However, we reserve the right to reject any Trade in accordance with clause 4.2. As a consequence, you may not be able to close the Open Position and your losses may be unlimited until such time as you are able to close the Open Position.

6.4 Unless Open Positions are closed in accordance with this clause 6, terminated, voided or otherwise closed in accordance with this Agreement, they will remain open until their expiry (if they have an expiry date) or will remain open indefinitely if they do not. On the expiry date (or event, if such expiration is dependent upon an event) the Open Position will be closed and settled at Our Price at the time the Open Position is closed.

6.5 Where we exercise our rights in accordance with this Agreement to close any of your Open Positions, we will do so at a time and date determined by us in our reasonable discretion.

## 7. Rollover and Interest Policy

7.1 Some Instruments roll over automatically and these are identified in the relevant Supplemental Terms. Rollover involves the application of a Premium to the Open Positions in your Account at the end of the trading day. Details about how we roll positions are discussed in the applicable Supplemental in these Term of Business and in the FAQs section published on the Website.

7.2 We may vary our Rollover Policy from time to time and any change will be effective on publication on the Website.

## 8. Orders

8.1 The range of different Order types which we accept shall be decided by us in our absolute discretion. Certain types of Orders may only be available for a limited range of Instruments or foreign currencies.

8.2 The types of Orders we accept and which types of Orders attach to specific Open Positions or other Orders are detailed on the Website. It is your responsibility to understand the features of an Order and how the Order will operate before you place it. You may also reference a demo trading account to learn the various order types.

8.3 We endeavour to fill Orders at the first Our Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute Orders or to execute Orders at the specified price or even if there is an Event Outside of Our Control in relation to an Underlying Instrument or foreign currency. We will endeavour to execute your Order at Our Price nearest to your specified price in such circumstances.

8.4 We may, without limitation, set a minimum price range between the current Our Price and the price or level of any Stop Orders and Limit Orders and we reserve the right not to accept any Orders which are less than this minimum price range.

8.5 Orders will be "Good until Cancelled" ("GTC"). Unless an Order is cancelled or ceases to have effect, we will regard it as valid and execute it when Our Price reaches the price you specify or the specified event or condition occurs.

8.6 You may, with our consent (which will not be unreasonably withheld), cancel or amend an Order at any time before we act upon it. Changes to Orders may be made on the Trading Platform.

## 9. Our Charges

9.1 Depending on the Instrument or foreign currency concerned, we may:

9.1.1 Include an element of profit for us in Our Spread;

9.1.2 Charge commission; and

9.1.3 Impose a Premium on your Open Positions.

9.2 We will tell you the fees and charges that apply to your Account and the basis of calculation for any such fees or charges in our Key Service Features.

9.3 We may from time to time share a proportion of Our Spread, commissions and other Account fees with other persons including (without limitation) Introducers, see clause 29. We may also receive payment in connection with certain foreign exchange transactions undertaken pursuant to clause 20.

9.4 We may pass on to you charges which we may from time to time incur in borrowing stock or other Financial Instruments in the external market to hedge a Short Position which you have opened with us or other hedging costs that we determine necessary in our sole discretion. These charges will fluctuate depending on market conditions of the Product or Financial Instrument and the scarcity of the stock concerned. We will advise you of any such charges at the time they are incurred or as soon as possible after we become aware that they have been incurred, whether in the Trading Platform or otherwise.



9.5 We may pass on to you any additional charge for stamp duty, transfer tax or other taxes or duties which we may incur to hedge any Trade with you where the Underlying Instrument is a non-UK security.

9.6 We will notify you of any change to our current fees and charges or any additional fees and charges that we may apply to your Account in accordance with clause 35 (“Amendments”).

## 10. Margin

10.1 You must pay Margin when you place a Trade which creates an Open Position. If your Usable Margin is less than the Margin required for the Trade you wish to place, we may reject your Trade. Margin is due and payable when you place the Trade and must be maintained at all times until the Open Position is closed. You agree to maintain Margins and Premiums for your Account at all times. Our failure at anytime to call for a deposit of Margin shall not constitute a waiver by us to do so at any time thereafter, nor shall it create any liability by us to you.

10.2 Margin is calculated using the Trading Leverage set for your Account. Trading Leverage may be expressed as a ratio, percentage, number or other form applicable to the nature of the Financial Instrument or foreign currency. Details of how we calculate Margin for different Instruments and for foreign currencies can be found in the Supplemental Terms.

10.3 A default Trading Leverage setting will be applied to each Trade placed in your Account. You may change Trading Leverage in your Trading Account by going to the applicable section of the Trading Platform or by contacting us at Our Address. For Open Positions, you may only increase the Trading Leverage. Margin applicable to an Open Position will change as Our Price for the relevant Instrument changes.

10.4 We reserve the right to change the way in which we calculate Margin.

10.5 We may alter Trading Leverage settings and/or Margin at any time and any change will become effective immediately. For Open Positions, subject to our rights in clauses 17 (“Events Outside our Control and Market Disruption Events”) and 18 (“Events of Default”), we will provide you with at least twenty four (24) hours notice of any changes in Trading Leverage settings and/or Margin. It is your responsibility to know at all times the current Trading Leverage settings and Margin applicable to your Account and your Open Positions.

10.6 We will be entitled to notify you of an alteration to the Trading Leverage settings and Margin by any of the following means: post, telephone, fax, email, text message or by posting notice of the increase on the Website.

## 11. Margin Close Out

11.1 If the Equity in your Account falls below Used Margin, this will be classified as an Event of Default under clause 18. In such circumstances we may close all of your Open Positions immediately and without notice and refuse to execute new Trades until your Equity is restored to an amount above Used Margin. It is your responsibility to monitor your Account(s) at all times and to maintain your Equity above Used Margin.

11.2 Our rights under clause 11.1 will apply irrespective of and will take precedence over any Orders (including Stop or Limit Orders and Entry Stop and Entry Limit Orders) placed on your Account and in the event that we close your Open Positions under clause 11.1 all pending Orders attached to that Trade will be cancelled.

11.3 We may but are not obliged to contact you before we take any action under clause 11.1.

11.4 Our rights under this clause 11 are designed to help limit the extent of your trading losses. We do not however guarantee that your losses will be limited to the amount of funds you have deposited in your Account.

## 12. Contract Notes and Account Statements

12.1 As a Professional Client or Eligible Counterparty, as the case may be, you acknowledge that we are not required by the FCA Rules to send you a contract note in respect of each Trade that we execute on your behalf. The absence of a contract note will not affect the validity of any Trade.

12.2 If you wish to receive contract notes from us in respect of each Trade, you must formally request us in writing.

12.3 It is your responsibility to review all entries on your Trading Account and any contract notes and statements received to ensure that they are accurate. If you believe that any entry or contract note or statement received by you is incorrect, because it refers to a Trade which you have not placed or for any other reason, you must tell us immediately. Contract notes and account statements will, in the absence of a Manifest Error; Arbitrage; Price, Execution, and Platform Manipulation; or Market Abuse, be conclusive and binding unless we receive an objection from you in writing within 48 hours of receipt or we notify you of an error in the contract note or statement in the same period.

12.4 As a Professional Client or Eligible Counterparty, as the case may be, you acknowledge that we are not required by the FCA Rules to provide periodic statements in respect of your Account. You may review and download your Balance, Open Positions and any charges made to your Account via the Trading Platform.

## 13. Payments and Withdrawals

13.1 If your Account shows positive Equity, you may request that we make a payment to you of such amount. We may however elect to withhold any payment requested, in whole or in part, if:

13.1.1 The Net P & L is negative on your Account; and/or

13.1.2 We reasonably consider that funds may be required to meet any Margin requirement; and/or

13.1.3 There is any amount outstanding from you to us;

13.1.4 We are required to do so under any relevant legislation or regulation; and/or

13.1.5 Any other limitation applied in clause 32 or 33.

13.2 We may debit the Cash balance on your Account with any amount due to us under this Agreement and with any bank transfer charges we incur in transferring funds to you. In addition, you are

responsible for all costs and expenses we incur as a result of you failing to pay amounts due or if you breach the Agreement including, without limitation, bank charges, court fees, legal fees and other third party costs we reasonably incur.

13.3 If we credit a payment to your Account but subsequently discover that the credit was made in error, we reserve the right to reverse any such credit and/or cancel any Trades which could not have been made but for that credit.

13.4 Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you have made payment to us.

13.5 If your Account is in debit, the full amount is due and payable immediately.

13.6 Payment of any amount due to us is subject to the following conditions:

13.6.1 If made by debit or credit card, the debit or credit card must be accepted by us and we reserve the right to charge an administration fee;

13.6.2 Unless otherwise agreed your Account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment;

13.6.3 If made by bank transfer, the transfer made must be made from an account in your name with an EU credit institution or other bank we deem satisfactory. We will regard as an acceptable EU credit institution any bank incorporated and duly licensed in a state which is a member of the European Union or any branch of a bank located and duly licensed in a state which is a member of the European Union; and

13.6.4 We do not accept cash or payments from third parties unless otherwise agreed.

13.7 We may require immediate payment by telegraphic transfer, debit card or any other method of electronic transfer acceptable to us.

13.8 If you fail to pay any sum due to us on the due date in accordance with this Agreement, we will charge interest on this amount. Interest will be due on a daily basis from the due date until the date on which payment is received in full at a rate not exceeding 4% above the applicable central bank's official base rate for short-term funds (or a rate we reasonably consider serves materially the same function) from time to time and will be payable on demand.

#### C. Our rights in special circumstances

##### 14. Manifest Error

14.1 A Manifest Error is an error, omission or misquote (including any misquote by our dealer) which by fault of either of us or any third party is materially and clearly incorrect when taking into account market conditions and quotes in Instruments, Underlying Instruments or foreign currency which prevailed at that time. It may include an incorrect price, date, time or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement.

14.2 If a Trade is based on a Manifest Error (regardless of whether you or we gain from the error) we may act reasonably and in good faith to:

14.2.1 Void the Trade as if it had never taken place;

14.2.2 Close the Trade or any Open Position resulting from it; or

14.2.3 Amend the Trade so that its terms are the same as the Trade which would have been placed if there had been no Manifest Error.

14.3 We will exercise the rights in clause 14.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable we will give you notice as soon as practicable afterwards. If you consider that a Trade is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this clause 14 taking into account all the information relating to the situation, including market conditions and your level of expertise.

14.4 In the absence of our fraud, wilful deceit or gross negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

## 15. Arbitrage

15.1 Arbitrage is the practice where you exploit internet, connectivity delays, and/or price feed errors (herein collectively referred to as "Latency" or "abusing the system") on the WWM Trading Platforms allowing you to unfairly profit at the expense of WWM. The concept of Arbitrage, Latency, and/or abusing the system cannot exist in an OTC market where the Client is buying or selling directly from the Principal. WWM does not permit the practice of Arbitrage, Latency, and/or abusing the system on the WWM Trading Platforms.

15.2 If a Trade is based on Arbitrage, Latency, and/or abusing the system, we may act in our sole and absolute discretion, without prior notice, to:

15.2.1 Void the Trade as if it had never taken place;

15.2.2 Close the Trade or any Open Position resulting from it;

15.2.3 Amend the Trade so that its terms are the same as the Trade which would have been placed if there had been no Arbitrage, Latency, and/or abusing the system; or

15.2.4 Withhold funds derived from the Arbitrage, Latency, or abusing the system.

15.3 We will exercise the rights in clause 15.2 as soon as reasonably practicable after we become aware of the Arbitrage, Latency, and/or abusing the system. Accounts that rely on Arbitrage, Latency, and/or abusing the system strategies (to be determined in our sole and absolute discretion) may be subject to dealer intervention and dealer approval of any orders and/or termination of trader's account.

15.4 Any dispute arising from such Arbitrage or Latency shall be resolved by WWM in its sole and absolute discretion. WWM reserves the right to suspend the account (clause 36) immediately and without prior notice pending our investigation. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which WWM may have against you, your company and its officers, all of which are expressly reserved.

15.5 The Client agrees to fully reimburse and hold WWM, its Associate Companies, and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred in connection with the provision of the services under these Terms of Business to the Client provided that any such liabilities, losses, damages, costs and expenses have not arisen from WWM gross negligence, fraud or wilful default.

## 16. Price, Execution, and Platform Manipulation

16.1 WWM strictly forbids any form of manipulation of its prices, execution, and trading platforms (“Manipulation”). WWM reserves the right to investigate and review any account WWM suspects of Manipulation.

16.2 If a Trade is based on Manipulation, we may act in our sole discretion to:

16.2.1 Void the Trade as if it had never taken place;

16.2.2 Close the Trade or any Open Position resulting from it;

16.2.3 Amend the Trade so that its terms are the same as the Trade which would have been placed if there had been no Manipulation; or

16.2.4 Withhold funds derived from Manipulation.

16.3 We will exercise the rights in clause 16.2 as soon as reasonably practicable after we become aware of the Manipulation. Accounts that rely on Manipulation (to be determined in our sole discretion) may be subject to dealer intervention and dealer approval of any orders and/or termination of trader’s account.

16.4 Any dispute arising from such Manipulation shall be resolved by WWM in its sole and absolute discretion. WWM reserves the right to suspend the account (clause 36) immediately and without prior notice pending our investigation. WWM, in its sole discretion, may report such incidents to any relevant regulatory and law enforcement authority any action or resolution stated herein shall not waive or prejudice any rights or remedies which WWM may have against you, your company and its officers, all of which are expressly reserved. We will not be liable for any loss, costs, claims or demand for expenses resulting from this section.

## 17. Events Outside Our Control and Market Disruption Events

17.1 We may determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control and/or a Market Disruption Event.

17.2 If we determine that an Event Outside Our Control or Market Disruption Event has occurred we may take any of the steps referred to in clause 17.3 with immediate effect. We will take reasonable steps to notify you of any action we take before we take any action to the extent practicable. If it is not practicable to give you prior notice, we will notify you at the time or promptly after taking any such action.

17.3 If we determine that an Event outside our Control and/or a Market Disruption Event has occurred, we may take one or more of the following steps:

17.3.1 Cease or suspend trading and/or refuse to enter into any Trades or accept any Orders;

17.3.2 Alter our normal trading times for all or any Instruments and foreign currencies;

17.3.3 Change Our Price and Our Spreads and/or Unit Sizes;

17.3.4 Close any Open Positions, cancel and/or fill any Orders, and/or make adjustments to the price and/or Unit Size of any Open Positions and Orders;

17.3.5 Change the Trading Leverage applicable to your Account in relation to both Open Positions and new Trades;

17.3.6 Immediately require payments of any amounts you owe us, including Margin;

17.3.7 Void or roll over any Open Positions; and/or

17.3.8 Take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

17.4 In some cases we may be unable, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Underlying Instrument or foreign currency we consider necessary to hedge or protect our exposure to market and other risks arising from an Open Position. When this occurs we may close that Open Position at the prevailing Our Price.

17.5 We will not be liable to you for any loss or damage arising under this clause 17, provided that we use all reasonable efforts to minimise the effects of the same.

18. Events of Default and Similar Circumstances

18.1 Each and any of the following shall constitute Events of Default:

18.1.1 WWM has reasonable grounds to believe that the Client failed to make any payment or that Client is in material breach of any part of this Agreement or Terms of Business;

18.1.2 The Client fails to remit funds necessary to enable WWM to take delivery under any Transaction on the first due date;

18.1.3 The Client fails to provide assets for delivery, or take delivery of assets, under any Transaction on the first due date;

18.1.4 Client dies, becomes of unsound mind or is unable to pay debts as they fall due;

18.1.5 WWM considers it necessary or desirable to prevent what is considered to be or might be a violation of any laws, applicable regulations, or good standard market practice;

18.1.6 Any representation or warranty given by Client or any Credit Support Provider in these Terms of Business or any Credit Support Document, are or become untrue;

18.1.7 WWM reasonably considers it necessary for its own protection or the protection of any Associated Company, or if any action is taken or event occurs which WWM considers might have a material adverse effect on the Client's ability to perform any of its obligations under the Agreement or Terms of Business;

18.1.8 Client is unable to pay its debt as they fall due, or is bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to the Client;

18.1.9 Client or any Credit Support Provider commences a voluntary case or other procedure, or an involuntary case or procedure is commenced against Client, seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate law or other law applicable to Client, if insolvent) or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer, or other similar official (each an "Insolvency Officer") of the Client or any part of the Client's assets, or if the Client takes any corporate action to authorise the foregoing;

18.1.10 Client or any Credit Support Provider or any Insolvency Officer acting on either behalf, disaffirms, disclaims, or repudiates any obligation under this Agreement, Terms of Business or any guarantee, hypothecation agreement, margin or security agreement, or any other document containing an obligation of a third party or of the Client favor of WWM supporting any of the Client's obligations under these Terms of Business (individually a "Credit Support Document");

18.1.11 Client or any Credit Support Provider fails to comply with or perform any obligation under applicable Credit Support Document;

18.1.12 If any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all of the Client's obligations under these Terms of Business, unless otherwise agreed by WWM; or

18.1.13 If any Event of Default (however described) occurs in relation to any other agreement that the Client may have with WWM.

18.2 Upon occurrence of an Event of Default, WWM may, in its sole and absolute discretion, take all or any of the following actions:

18.2.1 Close any Open Positions or cancel any Orders on the Client's Account;

18.2.2 Prohibit the Client from accessing or using the Client's Account;

18.2.3 Suspend or in any way limit or restrict the Client's ability to place any Order, give any instruction or effectuate any Transaction in relation to the Client's Account;

18.2.4 Vary the Margin Requirements applicable to the Client;

18.2.5 Reverse any Transaction (as if they had never been entered into the first place) and the effect of such Transaction on the Client's Account;

18.2.6 To sell or charge in any way any or all of the Client's securities, assets and property which may from time to time be in possession or control of WWM or any of its Associated Companies or Agents or call on any guarantee. The restrictions contained in Section 93 and 103 of the Law of Property Act 1925 shall not apply to these Terms of Business or Agreement or to any exercise by WWM to consolidate mortgages or WWM's power of sale. WWM shall be

entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations;

18.2.7 Require the Client to close any or all of its Open Positions by a specified date selected by WWM;

18.2.8 Make appropriate deductions or credits;

18.2.9 Terminate these Terms of Business or Agreement immediately without notice, or with notice with termination occurring on a specified date selected by WWM;

18.2.10 Exercise WWM's right to set-off; and/or

18.2.11 To pay the Client the fair market value at the time WWM exercises such right, of any investment held by WWM, its Associated Companies or Agents, instead of returning to the Client investments equivalent to those credited on the Account.

18.3 Client authorises WWM to take any or all of the actions described in clause 18.2 of these Terms of Business without notice to the Client and acknowledges that WWM shall not be responsible for any consequences of its taking such actions, unless WWM has exercised gross negligence in connection herein. The Client shall execute the documents and take any action as WWM may request in order to protect the rights of WWM and its Associated Companies under the Terms of Business or under any agreement the Client may have entered into with any Associated Company.

18.4 If WWM exercises its rights to sell any security or property of the Client under this clause 18.2, it will affect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to WWM or any Associated Company.

## 19. Netting and Set Off

19.1 The Agreement and all Trades under it shall form part of a single agreement between us and you. You and we both acknowledge that we enter into the Agreement and any Trades under it in reliance upon the fact that these are part of a single agreement between us.

19.2 When Open Positions and/or your Account are closed, we may:

19.2.1 Combine and consolidate your Balance and any money we or any of our Associated Companies hold for you in any or all of the accounts you may have with us or with any of our Associated Companies or under any of our trading names; and

19.2.2 Set off against each other the amounts referred to in (a) and (b) below:

a) any amounts that are payable by us or any of our Associated Companies to you (regardless of how and when payable) including your Balance (if positive), Premiums (if positive), MTM P & L (if positive) and any credit held on any other account you have with us or with any of our Associated Companies or under any of our trading names even if any of these accounts have been closed;

b) any amounts that are payable by you to us or any of our Associated Companies (regardless of how and when payable) including, but not limited to, Premiums (if positive), MTM



P & L (if negative), interest, costs, expenses, charges and any debit balance on any other account you have with us or with any of our Associated Companies or under any of our trading names even if those accounts have been closed.

19.3 You are also entitled to require us to exercise the above rights in relation to all your accounts, Open Positions or accounts which have been closed.

19.4 If the rights under clauses 19.2 or 19.3 are exercised, all the payment obligations will be consolidated into an obligation for you to pay a net sum to us or for us to pay a net sum to you.

## 20. Currency Conversions and Valuations

20.1 Where we are entitled to do so under this Agreement (including in connection with our rights under clauses 18 and 19) we may convert sums denominated in one currency to another currency. We may also perform a notional currency conversion where this is required for valuation purposes. We shall perform any currency conversion or valuation at rates reasonably available to us. We may receive remuneration from the counterparty to any foreign exchange transaction which we enter into.

20.2 We may in particular make currency conversions or valuations in respect of your Balance, any Realised Profits and Realised Losses or Net P & L, any money paid by you and any money due from you to us or us to you.

20.3 If we have exercised our rights in connection with clauses 18 and/or 19 or you have made a payment to us in a different currency from that in which you were obliged to pay us, we may pass on to you all commission or other charges which we incur in any currency conversion we carry out.

## 21. Corporate Actions and other events affecting Underlying Instruments

21.1 When a Corporate Action or an Insolvency Event occurs in relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, make adjustments to your Open Positions and/or Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument.

21.2 The actions we may take pursuant to clause 21.1 include, but are not limited to:

21.2.1 Changing Trading Leverage settings both in relation to Open Positions and new Trades;

21.2.2 Making a reasonable and fair retrospective adjustment to the opening price of an Open Position, to reflect the impact of the relevant action or event;

21.2.3 Opening and/or closing one or more Open Positions on your Account;

21.2.4 Cancelling any Orders;

21.2.5 Suspending or modifying the application of any part of this Agreement;

21.2.6 Crediting or debiting sums to your Account as appropriate; and/or

21.2.7 Taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event.

21.3 We shall endeavour to take any such actions as soon as we are reasonably able to do so and this will normally be as soon as is reasonably practicable after the relevant event has occurred.

21.4 When we make adjustments to Open Positions, where possible we will adjust the Open Position as held by you to be effective from the commencement of the relevant Trading Hours on the same Business Day on which the relevant event or action is effective in relation to the Underlying Instrument.

21.5 Depending on the event concerned, we may take any of the actions set out in this clause 21 without prior notice. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

## 22. Representations and Warranties

22.1 Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when we deal with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Trade or give us any other instruction:

22.1.1 All information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect;

22.1.2 If you are an individual, you are over 18 years old;

22.1.3 Except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative;

22.1.4 You have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Trades and instructions;

22.1.5 If you are a company or body corporate you are properly empowered and have obtained all necessary corporate or other authority under your memorandum and articles of association or other constitutional or organisational documents;

22.1.6 You are not accessing the Website or dealing with WWM or Associated Companies from the United States of America or its territories; and

22.1.7 Neither the entry into this Agreement, Terms of Business, the placing of any Trade and/or any Order or the giving of any other instruction will violate any law, rule or regulation applicable to you.

22.2 You agree that for the duration of this Agreement and Terms of Business you will promptly notify us of any change to the details supplied by you on your Application Form, including in particular moving to another country or territory or any change or anticipated change in your financial circumstances, regulatory or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you.

## 23. Market Abuse

23.1 When we execute a Trade on your behalf, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant Underlying Instrument or Financial Instruments related to that Underlying Instrument. The result is that when you place Trades with us

your Trades can have an impact on the external market for that Underlying Instrument in addition to the impact it might have on Our Price. This creates a possibility of market abuse and the purpose of this clause is to prevent such abuse.

23.2 You represent and warrant to us at the time you enter into the Agreement and every time you enter into a Trade or give us any other instruction that:

23.2.1 You will not place and have not placed a Trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a Declarable Interest in the Underlying Instrument;

23.2.2 You will not place, and have not placed a Trade in connection with:

- a) A placing, issue, distribution or other similar event; or
- b) An offer, takeover, merger or other similar event; or
- c) Any corporate finance activity.

23.2.3 You will not place and have not placed a Trade that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct; and

23.2.4 You will act in accordance with all applicable laws and regulations.

23.3 In the event that you place any Trade or otherwise act in breach of the representations and warranties given in this clause 23 or any other clause of this Agreement, Terms of Business, or we have reasonable grounds for believing that you have done so, in addition to any rights we may have under clause 18, we may:

23.3.1 Enforce the Trade or Trade(s) against you if it is a Trade or Trades which results in you owing money to us;

23.3.2 Treat all your Trades as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within 30 days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement.

23.4 You acknowledge that it would be improper for you to deal in the Underlying Instrument if the sole purpose of such a transaction was to manipulate Our Price, and you agree not to conduct any such transactions.

23.5 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Trade or Order. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.

23.6 The exercise of any of our rights under this clause 23 shall not affect any of our other rights we may have under this Agreement or under the general law.

24. Your Right to Cancel

24.1 You are entitled to cancel this Agreement by giving us notice in writing within a 14 day cancellation period. You need not give any reason for the cancellation and the right to cancel applies even if you have already received services from us before the cancellation period expires.

24.2 The period for cancellation begins on the date the Agreement starts to apply to you.

24.3 You may only give us notice of cancellation in writing. The notice will be considered received by us in accordance with clause 38.

24.4 As the price of our contracts depend on fluctuations in the Underlying Instrument or foreign currency which are outside our control and which may occur during the cancellation period, you have no rights to cancel this Agreement if any Trade placed by you has been executed before we receive notice of cancellation.

24.5 Following a valid cancellation, and subject to clause 19.2, we will return any amounts you have deposited with us prior to receipt of your cancellation notice.

24.6 If you do not exercise the right of cancellation, the Agreement will continue in effect until either you or we terminate the Agreement by either of us giving notice in accordance with clause 38, or by our exercising any of our other rights to terminate under this Agreement. There is no minimum or fixed duration of the Agreement.

## 25. Complaints and Disputes

25.1 If you wish to raise any complaint or dispute you should contact us as soon as practicable.

25.2 Please keep your own record of dates or times of Trades and other issues as that will help us to investigate any complaints or disputes. It may be difficult or not reasonably possible for us to locate records/tapes in relation to Trades and other issues in the absence of information about the dates and times of any Trades or other issues in dispute.

25.3 We operate a Complaints Handling Procedure in accordance with the FCA Rules to enable us to deal promptly and fairly with complaints. Details of this procedure are available on request from Customer Support.

25.4 Any complaint or dispute should in the first instance be referred to Customer Support (details of which are given in the Key Service Features). If the complaint or dispute is not resolved to your satisfaction you may refer the matter to the Complaints Manager at the same address.

25.5 As a Professional Client or Eligible Counterparty, whichever is the case, you do not have a right of complaint direct to the Financial Ombudsman Service ("FOS") in respect of any action by us which is or which is alleged to be in breach of the FCA Rules, nor are you an eligible complainant (as defined in COMP 4.2 of the FCA Rules) under the Financial Services Compensation Scheme and accordingly have no right to compensation under the Scheme in respect of any inability on our part to satisfy a claim made against us by you.

## D. Miscellaneous and legal issues

## 26. Privacy and Data Protection

26.1 We will obtain and hold personal information about you in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process your personal information for the purpose of performing our obligations under this Agreement, including administering the relationship with you, managing your Account, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.

26.2 You agree to our disclosing any such information referred to in this clause 26:

26.2.1 In accordance with this clause 26;

26.2.2 Where we are required to by law or regulatory obligation;

26.2.3 To regulatory authorities where appropriate or on reasonable request, and to such third parties as we reasonably consider necessary in order to prevent crime, e.g. the police; and

26.2.4 where reasonably necessary, to any third party which provides a service or licence to us in connection with the Products or services we provide for your Account or this Agreement, but only for the purpose of providing that service or licence or in connection with our compliance with any reporting, audit or inspection obligations to any such third party service providers or licensors.

26.3 In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including in the United States of America and other countries outside of the European Economic Area, and you consent to such transfer.

26.4 You consent to us, or our agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share any information concerning you with us and other organisations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

26.5 You authorise us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account. If you do not wish to receive such information then please tick the appropriate box on the Application Form or please contact us in writing or by telephone. Our Address and contact details are stated in the Key Service Features.

26.6 By ticking the appropriate box on the Application Form you authorise us to pass your personal data to selected Associated Companies or third parties (including Introducers) for the purpose of contacting you by email, telephone or post to give you information about carefully selected products or services offered by that party that are similar or related to the Products or services provided or previously provided to you by us. By ticking this box on the Application Form you consent to us using your data for this purpose for the period you have an Account with us and after you have closed it. If

you no longer wish to receive such information then please write to us at Our Address or write directly to the third party.

26.7 Where you have been introduced to us by an Introducer, you consent to us exchanging information with that Introducer in order to perform our obligations under this Agreement and as required by us to maintain our relationship with the Introducer. This may, without limitation, result in us disclosing financial and personal information about you, your application, details of trading activity in the Account and/or your conduct of the Account and/or your use of our facilities (including information gained when you use our learning tools and trading simulators). If you no longer wish us to pass on such information then please write to us at Our Address.

26.8 We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our Website or sending you an email to your last known email address. If you do not tell us you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

26.9 If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an email to our email address in the Key Service Features. Please note we may require you to pay a fee for this information. Please note that certain information may be exempt from being disclosed and that in certain circumstances we may not be able to disclose certain information.

26.10 You agree that we may record all conversations and 'live-chats' with you and monitor (and maintain a record of) all emails and electronic communications sent by or to us. All such records are our property and can be used by us, amongst other things, in the case of a dispute between us or for training purposes.

## 27. Intellectual Property

27.1 The Website, including the Trading Platform, and any and all Information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third party service provider or licensor (collectively, the "WorldWideMarkets Materials") are and will remain our property or that of our third party service providers or licensors.

27.2 All copyrights, trademarks, design rights and other intellectual property rights in the WorldWideMarkets Materials, including, without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the WorldWideMarkets Materials, are and will remain our property (or those of our third party service providers or licensors as applicable).

27.3 We supply or make the WorldWideMarkets Materials available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease or suspend providing any of them, but we will only do that if your Account has been closed or if required by any of our third party service providers or licensors, by applicable law or as otherwise provided in this Agreement.

27.4 You may access and use the WorldWideMarkets Materials only as expressly permitted for the operation of your Account in accordance with this Agreement.

27.5 You must comply with any policies relating to any of the WorldWideMarkets Materials, or their use, including any additional restrictions or other terms and conditions that we or our third party service providers or licensors may issue, of which we may notify you from time to time.

27.6 You must not supply all or part of the WorldWideMarkets Materials to anyone else and you must not copy or reproduce all or part of them without our prior written permission.

27.7 You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of the WorldWideMarkets Materials.

27.8 If we have provided any materials to you in connection with the Website you must return those to us on closure of your Account.

27.9 Except to the extent expressly permitted under this Agreement or any other written agreement between you and us, you must not: (a) modify, translate or create derivative works based upon any of the WorldWideMarkets Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of the WorldWideMarkets Materials or the rights of us or any of our third party service providers or licensors in any of the WorldWideMarkets Materials; or (c) reverse engineer, decompile or disassemble any of the WorldWideMarkets Materials comprising software or otherwise attempt to discover the source code thereof.

27.10 You must notify us immediately of any unauthorised use or misuse of any of the WorldWideMarkets Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

27.11 We or our third party service providers or licensors may from time to time modify market data, our Trading Platform or Website, or the WorldWideMarkets Materials, and/or methods or speeds of delivering the same, which modifications may require corresponding changes to the methods or means you use to access the WorldWideMarkets Materials and/or may sever or adversely affect your access to or use of the WorldWideMarkets Materials. Neither we nor any other WorldWideMarkets Parties shall be liable for any such consequences.

## 28. Website and System Use

28.1 We will use reasonable endeavours to ensure that the Website and our telephone systems can normally be accessed for use in accordance with this Agreement. However all or any of these may fail to work properly or at all or our premises may suffer from power failure. On this basis:

28.1.1 WWM does not warrant that they will always be accessible or usable;

28.1.2 WWM does not warrant that access will be uninterrupted or error free.

28.2 We may suspend use of the Website to carry out maintenance, repairs, upgrades or any development related issues. We shall use reasonable endeavours to give you notice of this and to provide alternative ways for you to deal or obtain information as to your Account but this may not be possible in an emergency.

28.3 We warrant that we have the right to permit you to use the Website in accordance with this Agreement.

28.4 We will use reasonable endeavours to ensure that the Website is free from any Malicious Code, but we do not warrant that it will be free at all times of Malicious Code. You should use your own Malicious Code protection software that is up to date and of good industry standard. In addition you must not upload or transmit any Malicious Code to our Trading Platform or other aspects of our Website.

28.5 You are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements, as may be amended from time to time.

28.6 We or other third party service providers or licensors may provide you with Information in connection with the provision of our services. You agree that:

28.6.1 Neither we nor any other WorldWideMarkets Party shall be responsible or liable if any such Information is inaccurate or incomplete in any respect or for any actions you take or do not take based on, or your reliance upon, such data or information;

28.6.2 You will use such Information solely for the purposes set out in the Agreement;

28.6.3 You will truthfully complete and submit to us in a timely fashion: a) any declaration as we may require at any time in respect of your status as a user of Information; and b) any additional agreements with us or any of our third party service providers or licensors relating to our provision to you of any Information.

28.6.4 Such Information is proprietary to us or the provider and you will not retransmit, redistribute, publish, disclose, alter, amend, rent, loan, licence or display in whole or in part such data or information to third parties; and

28.6.5 You will pay any fees and other costs associated with your access to and use of any Information, of which we may notify you from time to time, and shall be responsible for payment of any and all taxes, charges or assessments by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating thereto, in respect of your access to and use of any Information.

## 29. Introducing Brokers and Service Brokers

29.1 You may have been referred to WWM by an Introducing Broker or may utilize any third party trading system, course, program, software or trading platform offered by a Service Provider. If so, WWM shall not be responsible for any agreement made between the Client and the Client's Introducing Broker or Service Provider, or lack thereof. The client acknowledges that any such Introducing Broker or Service Provider will either be acting as an independent intermediary or an Agent for the Client and that the Client's Introducing Broker or Service Provider is not an Agent or employee of the WWM. The Client further acknowledges that its Introducing Broker or Service Provider is not authorised to make any representations concerning WWM or WWM's services.

29.2 WWM does not control, and cannot endorse or vouch for the accuracy or completeness of any information, advice, product the Client may have received or may receive in the future from an



Introducing Broker or Service Provider. Since an Introducing Broker or Service Provider is not an Agent or employee of WWM, it is the Client's responsibility to properly evaluate an Introducing Broker or Service Provider before engaging its services.

29.3 The Client is specifically made aware that the Client's agreement with its Introducing Broker or Service Provider may result in additional costs for the Client as WWM may pay one-off or regularly scheduled fees or commissions to such person or entity from the Client's Account.

29.4 The Client is also specifically made aware that the Client's agreement with Introducing Broker or Service Provider may result in additional costs for the Client where the Client and Introducing Broker or Service Provider agree to compensation on a per-trade basis to be based on the Client's trading activity and withdrawn from Client's Account. Such compensation to the Introducing Broker or Service Provider may require the Client to incur a mark-up, above and beyond the ordinary spread provided by WWM. The Client acknowledges and accepts that frequent transactions may result in a sum of total commissions, fees, or charges that may be substantial and may not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commissions, fees or charges for trades conducted and paid from Client's Account is commercially viable, is the combined responsibility of the Client and the Introducing Broker or Service Provider. WWM only acts as custodian and principal broker, and therefore is not responsible for the size of the commissions, fees, charges paid by the Client.

29.5 Where the Client engages the services of an Introducing Broker or Service Provider, the Client understands and agrees that the Introducing Broker or Service Provider will have access to the Client's personal information held by WWM including Client's trading activity. The Client further understands that its Introducing Broker or Service Provider may have been introduced to WWM by a third party who is compensated in part based on the introduction of Client to WWM or on Client's trading history. Where this occurs, the Client agrees that the third party who introduced the Client's Introducing Broker or Service Provider will have access to the Client's personal information held by WWM including Client's trading activity.

29.6 If Introducing Broker or Service Provider undertakes any deductions from the Client's Account according to any agreement between the Client and the Introducing Broker or Service Provider, WWM has no responsibility as to the existence or validity of such agreement.

29.7 Any commissions, fees or charges may be shared between the Introducing Broker and Service Providers, WWM and third parties according to the Introducing Broker or Service Provider's written instructions and/or at WWM's discretion.

## 30 Managed Accounts

30.1 At the Client's request, WWM may allow a third party, selected by the Client, to be the Client's Trading Agent and attorney-in-fact, managing the Client's Account, for the following purposes:

- (a) To enter into, modify, and/or close Transaction or Trade with WWM;
- (b) To set, edit, and/or delete all dealing preferences relating to the Account;
- (c) To enter into any agreement with WWM on behalf of the Client, which relate to Transactions or Trades on the Account;

- (d) To communicate with WWM on behalf of the Client regarding any complaints or disputes that the Client or WWM may have against one another relating to the Account;
- (e) To transfer money between the Account(s) and between any other account that the Client holds with WWM; and
- (f) To accept any amendments to WWM's terms of business, on behalf of the Client.

Where a Client wishes to have its Account managed by a third party, the Client must submit a Limited Power of Attorney between the Client and the Attorney to WWM in a form acceptable by WWM, in its sole and absolute discretion. Both WWM and the Client will be bound by these Terms, and the Client shall ensure that the authorisation given to the Attorney through the Limited Power of Attorney incorporates the provisions and restrictions of this clause 30.

30.2 WWM reserves the right, at any time and in its sole and absolute discretion, to require the Client to trade its Account. This would require the Client to revoke its grant of authority to its Attorney and take all actions on its Account itself. Where WWM so requires, WWM will notify the Client and the Attorney of its decision. WWM need not specify its reasons for requiring the Client to trade its Account.

30.3 WWM's acceptance of a Limited Power of Attorney between the Client and the Attorney is conditioned upon the Attorney opening an account with WWM in its personal capacity and maintaining that account for the entire period that it acts as Agent for the Client. The Attorney is not required to fund the personal account, nor is the Attorney required to conduct any Trades on the personal account.

30.4 The Client agrees to reimburse WWM for any loss, damage or expense incurred by WWM as a result of:

- (a) WWM acting on instructions of the Attorney that fall outside the power granted in the Limited Power of Attorney; or
- (b) Attorney's breach of any term of the Limited Power of Attorney.

30.5 Under no circumstances will WWM allow the Attorney to transfer any or all the Client's money outside of WWM. Moreover, WWM will not accept an Attorney's request to transfer money into the Client's account from any source outside of WWM.

30.6 Where the Client agrees to compensate its Attorney directly from the Account, the Client shall submit to WWM a compensation table in a form acceptable to WWM.

30.7 The Client may select the type of management module to be used by the Attorney. Where the Client selects the use of a PAMM, the Client acknowledges and accepts the following:

- (a) Attorney may be restricted from making Trades in the Client's account while the system performs any necessary adjustments during settlement and rollovers, and the Client will be responsible for the market movement during this period;
- (b) Client may be restricted from making any Account Transactions or Trades until the end of the following business day; and
- (c) Client may receive limited intraday reports of the activity that occurred on the Account.

30.8 The Client authorizes WWM to accept all instructions given to it by the Attorney, whether orally or in writing, in relation to the Account. WWM shall not be obliged to make any enquiry of the Client or of any other person before acting on those instructions.

30.9 The Client ratifies and accepts full responsibility and liability for all instructions given to WWM by the Attorney (and for all Trades that may be entered into as a result) and will indemnify the Company and keep it indemnified against any loss, damage or expense incurred by WWM as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of WWM in relation to any other account held by any other person or body (including the Attorney) with WWM. The Client further agrees that this indemnity shall extend to loss, damage or expense incurred by WWM in reversing incorrect or erroneous instructions submitted by the Attorney that result in a Trade that must, for the protection of WWM or its other clients or for reasons of market integrity, be reserved.

30.10 WWM hereby notifies the Client that the Attorney is not an employee, Agent, or representative of WWM and further that the Attorney does not have any power or authority to act on behalf of WWM or to bind WWM in any way.

30.11 Unless otherwise agreed in writing between WWM and the Client, WWM may from time to time communicate with the Attorney directly regarding the Account. The Client consents to this and agrees that communications made by WWM to the Attorney are deemed to be received by the Client at the same time at which they are received by the Attorney.

30.12 By submitting the Limited Power of Attorney to WWM, the Client consents to and authorizes WWM to disclose to the Attorney all information that WWM holds in relations to the Account, including personal information that WWM holds in relation to the Client.

30.13 The Client acknowledges and accepts that, in providing an electronic or online trading system to the Attorney, WWM has the right but not the obligation to set limits, controls, parameters and/or other controls on the Attorney's ability to use such a system. The Client accepts that if WWM chooses not to place any such limits or controls on the Attorney's trading, or if such limits or controls fail for any reason, WWM will not exercise oversight or control over instructions given by the Attorney and the Client accepts full responsibility and liability for the Attorney's actions in such circumstances.

30.14 If the Client wishes to revoke or amend a grant of authorisation under a Limited Power of Attorney, it must provide written notice of such intention to WWM by submitting the relevant form required by WWM from time to time. Any such notice shall not be effective until two working days after WWM receives it (unless WWM advises the Client that a shorter period will apply). The Client acknowledges that it will remain liable for all written instructions given to WWM prior to the revocation/variation being effective, and that it will be responsible for any losses, which may arise on any Trade or Transaction that are open at such time.

30.15 WWM, acting in its sole and absolute discretion, may refuse to accept instructions from the Attorney in relation to the Account on a one-off or on-going basis. WMM need not specify its reasons for refusing instructions from Attorney.

31. Limitation of Liability

31.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for liability that cannot be excluded under the FCA Rules or any applicable laws or the requirements of any regulator.

31.2 Subject to clause 31.1, WWM shall not be liable for:

31.2.1 Events Outside Our Control;

31.2.2 Any action WWM may take under:

- i. Clause 14 (“Manifest Error”);
- ii. Clause 15 (“Arbitrage”);
- iii. Clause 16 (“Price, Execution, and Platform Manipulation”);
- iv. Clause 17 (Events Outside Our Control or Market Disruption Events”);
- v. Clause 18 (“Events of Default and Similar Circumstances”) provided that we act within the terms of those clauses and in particular act reasonably where required to do so; and
- vi. Clause 23 (“Market Abuse”).

31.2.3 Any failure of communication (for any reason) within clause 28 (“Website and Systems Use”) including (without limitation) the unavailability of the Website (including the Trading Platform) or our telephone systems provided always we act within the terms of clause 28;

31.2.4 The use, operation, performance and/or any failure of any third party trading systems, software or services not provided by us;

31.2.5 Any claim loss, expense, cost or liability suffered or incurred by you (together “Claims”) except to the extent that such Claim is suffered or incurred as a result of our breach of the Agreement, fraud negligence or wilful default.

31.3 We will not be liable for any loss of, or any failure to insure, Products or for the quality, quantity, condition or delivery of any Product or the correctness, validity, sufficiency or genuineness of any of the documents relating to any Products. We will not in any circumstances be liable for any indirect losses or any consequential loss, damage or liability regardless of whether we were aware of the likelihood of such loss, damage or liability and, without limiting the foregoing, we shall have no liability whether in contract, tort (including negligence) or otherwise for any loss, cost, charge, fee, expenses, damage or liability resulting from the provision of any Software.

31.4 Neither we nor any other WorldWideMarkets Parties shall be liable to you for any decline in the value of any Product howsoever arising or for any loss of profit or opportunity, or anticipated savings on any trading losses.

31.5 The limitations of liability in clause 31 apply whether or not we or any of our employees or agents or any WorldWideMarkets Parties knew of the possibility of the claim being incurred.

31.6 We carry on the business to which this Agreement relates in reliance on the limitations and/or exclusions in this clause being enforceable. We do not insure against any of the potential liabilities described in this clause. If the exclusions and restrictions are not acceptable to you, then you should not deal with us.

## 32. Client Money

32.1 You have been classified by WWM as a Professional Client or Eligible Counterparty. You acknowledge and agree that title and/or ownership of all of the money the Client deposits with WWM shall be transferred to WWM for the purpose of securing and covering the Client's present, future, actual, contingent, or prospective obligations, and WWM will not hold such money in accordance with the Client Money Rules. Any money received by WWM from the Client or a third party for the Client's account will be owed by WWM to the Client, even when WWM is acting as the Client's Agent. Because the Client Money Rules will not apply, the Client does not have a proprietary claim over money transferred to WWM, and WWM can deal with it in its own right. WWM will transfer an equivalent amount of money back to the Client where the money is due to be repaid to the Client or, in the WWM's sole and absolute discretion, WWM considers that the amount of money the Client has transferred to WWM is more than what is necessary to cover the Client's present, future, actual, contingent, or prospective obligations to WWM. In determining the amount of collateral and the amount of WWM's obligations to the Client, WWM may apply such methodology (including judgments as to the future movement of markets and values), as WWM considers appropriate, consistent with Applicable Regulations;

32.2 By placing money with WWM, the Client agrees that all money transferred into the Client's Account is done so in anticipation of a Transaction with WWM and therefore has the purpose of securing or covering the Client's present, future, actual, contingent, or prospective obligations to WWM. The Client should not place any money with WWM that is not for the purpose of securing or covering the Client's present, future, actual, contingent, or prospective obligations to WWM.

32.3 The Client expressly acknowledges that any money the Client transfers to WWM will not be segregated from the Client's own money and that the Client will rank as a general creditor of WWM in the event of insolvency or an equivalent failure.

32.4 Unless otherwise agreed in writing, the Client acknowledges and agrees that WWM will not pay the Client interest on any money provided to WWM under this clause 32. The Client expressly waives any entitlement to interest.

32.5 On occasion, WWM will receive deposits or payments into its client money account(s) that it cannot allocate to any particular customer following reasonable attempts to do so. This may occur (in addition to other reasons) where customers transfer monies to WWM for deposit but fail to follow stated procedures or include relevant account references. Where this occurs, WWM will hold the money in a suspense account and make reasonable efforts to determine who the money belongs to. If WWM cannot allocate the money after a reasonable period of time, it will attempt to return the money to the bank or source of transfer. Where the bank or source of transfer refuses to accept the money on return, WWM will donate the money to a charity of its choice without liability to the Client. The Client is therefore urged to follow stated deposit procedures and review its Account when transferring funds to WWM to ensure all monies are appropriately allocated.

### 33. Client Assets

33.1 The Client agrees that WWM will act as custodian of the Client's assets which it may from time to time safeguard and administer under the Terms of Business and Agreement. Subject to the Terms of Business, WWM will treat assets received from the Client or held by WWM on the Client's behalf in accordance with the Client Asset Rules. Client assets will be held separate from WWM assets under arrangements designed to endure that Client assets are easily identified as assets belonging to customers.

33.2 WWM shall open one or more custody accounts in the name of its general customer population recording any shares, stocks, debentures, bonds, securities, or other similar property (including evidence of or title to Securities and all rights in respect of Securities) deposited or transferred by the Client or on the Client's behalf with or to WWM or WWM's sub-custodian or collected by WWM or WWM's sub-custodian for the Client's Account (thereafter "Custody Assets"). WWM at all times reserves the right to reverse any provisional or erroneous entries (including reversal necessary to reflect adjustments by WWM sub-custodian to its records as a result of bad deliveries) to the custody accounts with effect back valued to the date upon which the final or correct entry (or no entry) should have been made.

33.3 Custody Assets which are in registerable form may be registered in the Client's name or in the name of WWM's nominee. The Client agrees that registerable Custody Assets may also be registered in the name of a third party or in WWM's name, but only if the particular Custody Asset is subject to the law or market practice of an overseas jurisdiction and due to the nature of the law or market practice of that overseas jurisdiction, it is in the Client's best interests or it is not feasible to do otherwise.

33.4 WWM may from time to time delegate to sub-custodians, nominees, agents, depositories, clearing houses and clearing systems inside or outside of the United Kingdom and which may include Associated Companies any of WWM's duties under these custody terms including (without limitation) the safekeeping of the Custody Assets (together "Third Parties"). WWM will not be responsible for the solvency, acts or omissions of any Third Party with which the Custody Assets are held except where WWM acted negligently, fraudulently or in willful default in relation to the appointment of the Third Party. Consequently, if the Third Party becomes insolvent, there may be some risk to the Client's Custody Assets.

33.5 WWM may use a Third Party in a country which is not an EEA state and where the holding and safekeeping of financial instruments are not regulated. WWM will only do so when the nature of the financial instruments or of the other services provided to the Client requires them to be deposited with such a Third Party.

33.6 Client's Custody Assets may be held overseas by a Third Party on WWM's behalf. Furthermore:

i. The Client's Custody Assets may be held in a pooled account by the Third Party, and there is a risk that the Client's Custody Assets could be withdrawn or used to meet obligations of other customers, or that the balance of assets held by the Third Party does not reconcile with the quantity which the Third Party is required to hold, and the Client may not in such circumstances receive its full entitlement of Custody Assets;

ii. In some jurisdictions, it may not be possible to identify separately the Custody Assets which a Third Party holds for customers from those which it holds for itself or for WWM, and there is a

risk that the Client's Custody Assets could be withdrawn or used to meet the obligations of the Third Party, or lost altogether if the Third Party becomes insolvent; and

iii. Legal and regulatory requirements may be different from those applying in the United Kingdom particularly where an account containing the Client's Custody Assets is subject to the laws of a non-EEA jurisdiction.

33.7 The Client acknowledges and agrees that a depositary may have a lien, right of retention, right of set-off or sale, and/or other security interest over the Client's Custody Assets based on properly incurred charges and liabilities arising from the provision of custody services by the depositary to WWM and in respect of Custody Assets held by the depositary on behalf of the Client or WWM's customers.

#### 34. Tax

34.1 You are responsible for the payment of all taxes that may arise in relation to your Trades, subject to any UK transactional taxes applicable to certain types of Products which may be payable by us where specified in the Supplemental Terms.

34.2 We shall not be responsible for any taxes that may arise as a result of a change in law or practice or by reason of your paying tax in a jurisdiction other than the United Kingdom.

34.3 We shall not be responsible for advising you on any change in tax law or practice. You shall in all circumstances be responsible for your own tax advice in relation to your Trades.

#### 35. Amendments

35.1 We may amend these Terms of Business and any arrangements made hereunder at any time by written notice to Client. The Client will be deemed to accept and agree to the amendment unless the Client notifies WWM to the contrary in accordance with details of the amendment notice within 10 business days of the date of WWM's amendment notice. Where the Client objects to the amendment, the amendment will not be binding on the Client, but the Client's Account will be suspended and the Client will be required to close its Account as soon as it is reasonably practicable.

35.2 Any amendment to this Terms of Business will come into effect on the date specified by WWM which will, in most cases, be at least 10 business days from the date of WWM's amendment notice provided in accordance with 35.1 above.

35.3 Any amended Terms of Business or agreement will supersede any previous Terms of Business or Agreement between us on the same subject matter and will govern any Trade or Transaction entered into after, or outstanding on, the date the new addition comes into effect.

#### 36. Suspension and Termination

36.1 The Client may terminate the Terms of Business immediately by giving written notice to WWM. The Client agrees that at any time after termination of the Terms of Business, WWM may, without notice to the Client, close out any or all of the Client's Open Positions.

36.2 WWM may suspend or terminate these Terms of Business by giving five (5) Business Days written notice to Client for any reason or no reason whatsoever, except that WWM may terminate the Terms of Business immediately, upon written notice to the Client for any reason or no reason

whatsoever, if the Client has no Open Positions in its Account at the time when the notice of termination is sent. The Client agrees that at any time after termination of the Terms of Business, WWM may, without notice to Client, close out any or all of the Client's Open Positions. Where WWM suspends the Client's Account, WWM may prevent the Client from opening any new positions but WWM will not close the Client's Open Positions unless otherwise allowed by these Terms of Business. The provisions of this clause 36.2 shall not prevent WWM from exercising any of its rights to terminate and suspend the Agreement, Terms of Business, or Account as provided elsewhere in these Terms of Business.

36.3 Upon the termination of the Terms of Business, all amounts payable by Client to WWM will become immediately due and payable including (but without limitation):

- a. all outstanding fees, charges, and commissions;
- b. any dealing expenses incurred by terminating these Terms of Business;
- c. any losses and expenses realised in closing out any Transaction, Trade, or settling or concluding outstanding obligations incurred by WWM on the Client's behalf.

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

36.5 If terminations occurs, WWM will, as soon as reasonably practicable and subject to these Terms of Business, deliver to Client any money or investments in the Client's Account(s) subject to any applicable charges and rights of set-off as set out on the Company's Key Service Feature. A final statement will be issued to Client where appropriate.

## 37. General Provisions Relating to the Agreement

37.1 A court or regulatory authority may decide that a part or clause of this Agreement is not enforceable. If this happens then the relevant part or clause of the Agreement will be given no effect and will not be considered part of the Agreement. This will not invalidate any other clause or part of the Agreement.

37.2 You may not assign or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign or transfer all or any of our rights or obligations under this Agreement to any person authorised in any EEA member state (including any of our Associated Companies) on 30 days written notice. We will comply with FCA Rules or any other applicable rule which may apply to this transfer, including obtaining your or any other party's consent where necessary.

37.3 Either you or we may elect not to require the other party to comply with this Agreement, or may delay requiring the other party to do so. This will not amount to a waiver by the party making such election of its rights under this Agreement unless that party clearly states that this is its intention. This means that the relevant party can still require compliance with the Agreement in future.



37.4 Except as provided by clauses 27, 28, 31 and 37.5, no clause of this Agreement is intended to confer any benefit on any person who is not a party to it or to be enforceable under the Contracts (Rights of Third Parties) Act 1999.

37.5 The Agreement may, however, be enforced by any of our Associated Companies. We do not require the consent of our Associated Companies to vary, amend, modify, suspend, cancel or terminate any provision of the Agreement.

## 38. Notices

38.1 This clause 38 does not apply when:

38.1.1 You place Orders and execute Trades pursuant to this Agreement; or

38.1.2 We provide notice of changes to Margin and/or Trading Leverage settings.

38.2 When a notice may be given in writing, it may be provided by letter, fax, e-mail or (to the extent permitted by FCA Rules), the Website including publication on the Website.

38.3 We may send notices to you at your last known home or e-mail address, place of work, fax, telephone, pager number or other contact details provided to us by you. It is your responsibility to update us with any change of your contact details and no such change will be effective until received by us accordingly.

38.4 You must send notices by letter to Customer Support at Our Address.

38.5 Unless specifically agreed otherwise in these Terms of Business, any notice given by us to you or by you to us will be deemed given and received if:

38.5.1 Delivered by hand to Our Address in these Terms of Business or to your last known home or work address: at the time of delivery;

38.5.2 Sent by first class post on a Business Day: the next Business Day or second Business Day after posting if not sent on a Business Day;

38.5.3 Sent by air mail from outside the United Kingdom: the second Business Day after posting (or the fourth Business day after posting if not sent on a Business Day);

38.5.4 Sent by fax before 4pm on a Business Day: one hour after a "transmission complete" report is received. If sent by fax at any other time: at 9 am on the next Business Day (provided a "transmission complete report" is received); and/or

38.5.5 Sent by e-mail before 4pm on a Business Day: one hour after sending. If sent by email at any other time: 9:00 am on the next Business Day, (but an e-mail will not be deemed to have been delivered if the sender receives a "not sent" "not received" or similar message from the e-mail service provider).

38.6 Additionally:

38.6.1 We may give you a notice by SMS text in which case you will be deemed to have received such a message one hour after we have sent it, provided we do not receive a “not sent” message.

38.6.2 We may leave you a message on the Website and this will be deemed delivered one hour after we have posted it.

## 39. Governing Law, Jurisdiction and Language

39.1 The Agreement and our relations before we entered into this Agreement shall be governed by and construed in accordance with English Law.

39.2 Unless you are an EU Consumer (other than one resident in England or Wales) and subject to clause 39.3, the Courts of England and Wales will have exclusive jurisdiction over any claim or matter arising under or in connection with the Agreement and the legal relationships established by the Agreement.

39.3 If you are an EU Consumer, we shall be entitled to take proceedings against you in any other competent jurisdiction, and the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 40. Definitions

In this Agreement the following words and expressions shall have the following meanings:

**“Account”** means any account that we maintain for you for dealing in the Products or Financial Instruments made available under this Agreement and in which your Balance, Used Margin and Margin payments are held and to which Realised Profits and/or Losses are credited or debited

**“Account Statement”** shall mean a periodic statement of the Trades, Transactions, or other account adjustments credited and/or debited to an Account at a specific point of time.

**“Agent”** means an agent or representative who we agree may act for you and/or give instructions on your behalf in respect of this Agreement

**“Agreement”** means the Terms of Business, together with the Supplemental Terms, the Application Form and the Key Service Features

**“Application Form”** means the form(s) (in paper or electronic form) which you complete to open an Account and to trade with us under this Agreement

**“Ask”** means the higher of the two prices we quote for each Instrument

**“Associated Companies”** means an associated body corporate within the meaning of section 256 of the Companies Act 2006

**“Attorney”** means an Agent or representative authorized by the Client under a Limited Power of Attorney who WWM agrees may act for the Client and or give instructions to WWM on the Client’s behalf in respect to these Terms of Business

**“Balance”** means a figure stated on the Trading Platform which represents the amount of cleared funds on deposit in your Account

**“Base Currency”** is the currency in which your Account is denominated and in which we will debit and credit your Account

**“Bid”** means the lower of two prices we quote for each Instrument

**“Business Day”** means Monday through Friday, excluding any public holiday

**“Client Asset Rules”** means those FCA Rules that concern the holding and management of Custody Assets

**“Client Money”** means in accordance with the Client Money Rules, money or any currency that WWM received or holds for the Client, or on the Client’s behalf, in the course of or in connection with, the business contemplated by the Terms of Business other than money which is due and payable by the Client to WWM or any third party

**“Client Money Rules”** means those FCA Rules that concern the holding of Client Money

**“Conflicts of Interest Policy”** means our policy on potential conflicts of interest that may arise in providing our services and how we manage them

**“Corporate Action”** means the occurrence of any of the following in relation to the issuer of any relevant Underlying Instrument:

- a) Any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity;
- b) Any acquisition or cancellation of own shares/equities by the issuer;
- c) Any reduction, subdivision, consolidation or reclassification of share/equity capital;
- d) Any distribution of cash or shares, including any payment of dividend;
- e) A take-over or merger offer;
- f) Any amalgamation or reconstruction affecting the shares/equities concerned; and/or
- g) Any other event which has a diluting or concentrating effect on the Instrument value of the share/equity which is an Underlying Instrument

**“Custody Assets”** has the meaning given to it in clause 33.2 of these Terms of Business

**“Customer Support”** means our customer services team

**“Declarable Interest”** means the prevailing level or percentage at the material time, set by law or by the stock exchange(s) or other facility upon which the Underlying Instrument is traded, at which financial or other interests in an Underlying Instrument must be publicly disclosed

**“EEA”** means the European Economic Area, which is all the countries in the EU plus Iceland, Norway, and Liechtenstein

**“Eligible Counterparty”** has the meaning given to it by FCA Rules

**“Equity”** means a figure stated on the Trading Platform which represents the Balance in your Account, plus or minus any MTM P & L

**“Events of Default”** has the meaning given in clause 18.1

**“Events Outside Our Control”** means any event preventing us from performing or otherwise delaying or hindering our performance of any or all of our obligations under the Agreement and which arises from or is attributable to any acts, events, omissions or accidents beyond our reasonable control including (but not limited to):

- a) An emergency or exceptional market condition;
- b) Compliance with any law governmental order or regulatory requirement, or any change in or amendment to any law, regulation or rule (or in the application or official interpretation by any court, tribunal or regulatory authority);
- c) Any act, event, omission or accident which prevents us from maintaining orderly trading or hedging activities or meeting increased margin payments with third party brokers in any market in one or more of the Underlying Instruments in relation to which we ordinarily accept Trades;
- d) Any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, act of God, malicious damage, accident, breakdown of equipment, fire, flood, storm, interruption of power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system; and/or
- e) The suspension or closure of any index/market/exchange or the abandonment or failure of any factor upon which we base, or to which we may relate, Our Prices, or the imposition of limits or special or unusual terms on any such factor

**“FCA”** means the Financial Conduct Authority of the United Kingdom and any successor organisation

**“FCA Rules”** means the Handbook of Rules and Guidance of the Financial Conduct Authority, as amended and/or updated from time to time

**“Financial Instrument”** has the meaning given to it by FCA Rules

**“GTC”** or **“Good until Cancelled”** refers to Orders which have effect until cancelled in accordance with this Agreement. If not executed, GTC Orders will cease to have effect when you cancel them in accordance with this Agreement, on expiry of the relevant Instrument, or if we cease to trade in the relevant Instrument

**“Insolvency Event”** means, in respect of any person:

- a) A resolution is passed or an order is made for the winding up, dissolution or administration of such person,
- b) Any bankruptcy order is made against such person,

- c) The appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if any encumbrancer takes possession of or sells, all or any part of the business or assets of such person,
- d) The making of an arrangement or composition with creditors generally, the filing of court documents or making of an application to court for protection from creditors generally, or any arrangement which has that effect, or
- e) If the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of insolvency or event that is analogous to those set out in paragraph (a), (b), (c), or (d) of this definition applies to the person concerned.

If the person concerned is a partnership, the occurrence of any of the events listed in this paragraph in relation to any partner shall be an Insolvency Event in relation to such person.

**“Information”** means such market data, news feeds and other information as we may supply or make available to you, either directly or through a third party service provider or licensor, together with any element thereof as used or processed in such a way that it can be identified, recalculated or re-engineered from or used as a substitute for such data or information

**“Instrument”** means a contract we make available which is comprised of a unique set of price information and other commercial features determined by reference to an Underlying Instrument

**“Introducer”** or **“Introducing Broker”** means a person or firm who acts on behalf of the Client to effectuate an introduction of the Client to WWM, and who is not an Agent of WWM.

**“LAMM”** is an abbreviation for the Lot Allocation Management Module which means that a money manager has the ability to trade various Client Accounts individually while managing all of them through a single interface, allowing money managers to trade, monitor, and print reports on several accounts without the need to log in to each Client Account separately. As the money manager is managing the Client Accounts separately, the Margin, profit and losses, commissions, and rollover fees will vary between the various Clients

**“Limited Power of Attorney”** means the document through which the Client appoints an Agent or representative to act and/or give instructions on its behalf in respect of this Terms of Business

**“Limit Order”** means an Order which will be executed when the price of an Instrument reaches a price which is more favourable to you than Our Price at the time you place the Order

**“Long Position”** means an Open Position resulting from a Trade or Trades placed to buy units of an Instrument at Ask

**“Malicious Code”** means any computer virus, Trojan horse, worm, time bomb or similar code or component designed to disable, damage, or disrupt the operations of, permit unauthorised access to, or ease, destroy or modify any software, hardware, network or other technology

**“Manifest Error”** has the meaning given by clause 14.1

**“Margin”** means the amount of money required as consideration for entering into a Trade and to maintain the resulting Open Position

**“Market Disruption Event”** means any of the following events:

- a) Trading in respect of the Underlying Instrument or foreign currency is suspended or limited for any reason whatsoever, including by reason of movements in the price of the Underlying Instrument exceeding limits permitted by the relevant exchange or limits or special or unusual terms are imposed on the trading of the Underlying Instrument by the relevant exchange;
- b) Trades which we have entered into in relation to any relevant Underlying Instrument or other relevant financial instrument are cancelled or suspended by the relevant exchange;
- c) An unusual movement in the level of, or the unusual loss of liquidity in respect of, the Underlying Instrument or our reasonable anticipation of the occurrence of the same; and/or
- d) The occurrence of any other event which causes a material market disruption in respect of the Underlying Instrument

**“MTM P & L”** means profits or losses (as appropriate) valued on a marked-to-market basis and which are not yet realised on Open Positions before expiry or closure

**“Net P & L”** means MTM P & L, plus or minus Premiums

**“Notices and Policies”** means information we are required by law or regulation to disclose to our clients, including: the Risk Warning Notice, our Trade and Order Execution Policy, our Conflicts of Interest Policy

**“PAMM”** is an abbreviation for the Percentage Allocation Management Module which means that a money manager has the ability to trade the funds of several Clients at the same time under one master account. The master account is only a reflection of the sum of the various Client Accounts. Margin, profit and losses, commissions, and rollover fees on each position are allocated to each Client Account based on the percentage of the master account that they make up.

**“Open Position”** means a Trade which has not been closed in whole or in part under this Agreement

**“Order”** means an instruction you give us to execute a Trade when the price of an Instrument reaches a specified price or an event or condition occurs

**“Our Address”** means 16 St. Martin’s Le Grand, Suite 2.05, London EC1A 4EN; Phone:

**“Our Price”** means the Ask and Bid for each Instrument or foreign currency.

**“Our Spread”** means the difference between the Bid and Ask

**“Premium”** means the charge, also known as “cost of carry” or a “daily financing fee”, which we apply daily to an Open Position

**“Product”** means each type of Financial Instrument, investment contract or contract for foreign currency we make available under this Agreement, subject to additional terms set out in the relevant Product Supplemental Terms

**“Professional Client”** has the meaning given to it by FCA Rules

**“Realised Profits”** and **“Realised Losses”** means your profits or losses (as appropriate) which result on expiry or closure of an Open Position

**“Risk Warning Notice”** means the notice provided to clients in the Annex to these Terms of Business detailing the risks associated with undertaking trading in our Products

**“Security Information”** means account numbers, passwords and other information required to identify you for the purposes of you trading with us under this Agreement

**“Short Position”** means an Open Position resulting from a Trade or Trades to sell units in an Instrument at Bid

**“Stop Order”** means an instruction to create a Short Position when Our Price reaches a specified price

**“Stop Loss Order”** means an instruction to execute a Trade to close an Open Position when Our Price reaches a specified price

**“Supplemental Terms”** means the supplemental terms to the Terms of Business for each Product type

**“Terms of Business”** means these terms and conditions

**“Trade”** means a transaction entered into by you pursuant to this Agreement

**“Trade and Order Execution Policy”** means our policy on the extent to which we will be required to provide clients with best execution when executing Trades and Orders

**“Trading Hours”** means the hours during which we are prepared to provide quotes for Our Price and execute Trades and Orders in an Instrument or foreign currency

**“Trading Leverage”** means a figure by which Margin is multiplied to create the notional amount of a Trade, or, in the case of a Spot Forex Contract, means the size of the contract divided by the Margin required to maintain the contract

**“Trading Platform”** means the password protected trading system (including any related software and/or communications link) that we may supply or make available to you, either directly or through our third party service providers or licensors, and through which you can deal with us under this Agreement and view your Account information

**“Underlying Instrument”** means the instrument, index, commodity, or other instrument, asset or factor whose price or value provides the basis for us to determine Our Price for an Instrument

**“Usable Margin”** means a figure stated on the Trading Platform which represents your Equity less your Used Margin.

**“Used Margin”** means a figure stated on the Trading Platform which represents the aggregate of the Margin applicable to the Open Positions your Account

**“Website”** means our internet address as stated in the Key Service Features and which comprises (among other things) the Trading Platform

**“WorldWideMarkets Materials”** has the meaning as set out in clause 27.1

**“WorldWideMarkets Parties”** means, collectively us, our Associated Companies, our third party service providers, and our third party licensors, and the directors, officers, members, employees, agents and representatives of us, our Associated Companies, our third party service providers and our third party licensors



## Product Supplement Contracts for Differences

### 1. Contracts for Differences

1.1 A contract for differences (“CFD”) is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract. The price of a CFD is determined by reference to the price of stock exchanges, commodities or other investment indices. Features of our CFDs are described below.

1.2 CFDs are classified in the UK as investments and firms offering to deal in them are required to be authorised and regulated by the FCA.

### 2. General Information

2.1 This Contracts for Differences Supplemental Terms sets out the terms and conditions under which we offer a range of CFDs (our “CFD Instruments”) and it forms part of the Agreement.

2.2 Unless separately defined in these Supplemental Terms, words and expressions shall have the meanings given to them in the Terms of Business.

2.3 Trades in CFD Instruments may be placed through the Trading Platform.

2.4 We will quote, execute and settle Trades for CFD Instruments in the currency in which the Underlying Instrument is denominated. However, we may convert the value of any Open Position for Account valuation and other purposes under clause 20 of the Terms of Business (“Currency Conversions and Valuations”).

2.5 For CFD Instruments that do not specify an expiry date (“Rolling Index CFD Instruments”), your Open Positions will remain open until closed in accordance with the Terms of Business.

2.6 For CFD Instruments that specify an expiry date (“Expiry CFD Instruments”), your Open Positions will adjusted automatically on the expiry date specified on our Website unless you or we close the position in accordance with the Terms of Business before that date. Any contingent orders on trades that fall under this subsection will remain in place on the expiry date. The trade adjustment may trigger a contingent order, resulting in your position to be closed.

### 3. Our Price

3.1 Definitions. The following definitions apply to this section:

“Fv” means a fair value price adjustment: the difference between Our Price and the price of the Underlying Instrument and it may include interest rate differentials, cost of carry and/or declared or anticipated dividends or distributions

“S” means our spread rate: the amount we add to the spread of an Underlying Instrument to form Our Spread

“Um” means the mid price between the bid and ask price of an Underlying Instrument

3.2 Rolling Index CFD Instruments. Where the Underlying Instrument is an index futures contract, we calculate Our Price as follows:

Our Mid Price =  $Um \pm Fv$

Our Bid Price =  $(Um \pm Fv) - S/2$

Our Ask Price =  $(Um \pm Fv) + S/2$

3.3 Index and Commodity Expiry CFD Instruments. Where the Underlying Instrument for an Expiry CFD Instrument is an index or commodity futures contract, we calculate Our Price as follows:

Our Mid Price =  $Um$

Our Bid Price =  $Um - S/2$

Our Ask Price =  $Um + S/2$

3.4 If we quote a price for a CFD Instrument during Instrument Trading Hours which are outside of the usual dealing hours for the relevant Underlying Instrument, we will determine Our Price by reference to one or more exchanges and the Open Positions of other clients in the relevant Instrument or related Instruments.

#### 4. Margin Requirement

4.1 To place a Trade which creates an Open Position in a CFD Instrument the Margin requirement is calculated as follows:

$(\text{Quantity} \times \text{Our Price}) \times \text{Trading Leverage (expressed as a percentage)}$

4.2 When we execute a Trade which results in a Long Position, we will use Our Bid Price to calculate the Margin requirement.

4.3 When we execute a Trade which results in a Short Position, we will use Our Ask Price to calculate the Margin requirement.

4.4 If other conditions apply to the Margin requirement we will advise you at the time you place the Trade.

4.5 We reserve the right to refuse to execute a Trade if your Equity is insufficient to fund the Margin, any MTM P & L created by Our Spread and any costs associated with the Trade.

4.6 You are responsible for monitoring your Equity and ensuring that it is sufficient to maintain your Open Positions. Your Equity must be sufficient to fund the amount of:

- Used Margin;
- Fees and charges, including the Premium (if applicable), required to maintain and close your Open Positions;
- Net P & L; and
- Any new Open Positions you wish to create.

## 5. Commission, Premiums and Dividends

5.1 For Open Positions in all CFD Instruments other than Expiry CFD Instruments, a Premium will be calculated on the full value of the Open Position. Under normal market conditions we will charge you Premiums each day on a Long Position and we will pay you Premiums each day for a Short Position. We may vary the method of calculating Premiums. When we do so we will give you notice in accordance with clause 35 of the Terms of Business (“Amendments”).

5.2 The cost of Premiums will be debited from or credited to your Balance.

5.3 In accordance with clause 21 of the Terms of Business (“Corporate Actions and other events affecting Underlying Instruments”), we may make dividend adjustments to the price of the CFD Instrument if a dividend has been paid to the holders of the Underlying Instrument. In the case of Long Positions, these will be credited to your Account and in the case of Short Positions, debited to your Account. We will normally make such adjustments at the commencement of Instrument Trading Hours on the day that the dividend is scheduled to be paid to the holders of the Underlying Instrument.

## 6. Profit and Loss

6.1 Profits and losses for an Open Position will be credited or debited to your MTM P & L. Unrealised Profits will allow you to place additional Trades but cannot be withdrawn until the Open Position is closed. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 11 of the Terms of Business (“Margin Close Out”).

6.2 When an Open Position is closed Realised Profit or Realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x Our Price at opening) and its closing value (Quantity x Our Price at closing).

6.3 Realised Profits or Realised Losses will be credited to or debited from your Balance.

## 7. Taxes

7.1 We do not withhold any sums for tax purposes on the Realised Profits or on any Premiums that you receive as a result of holding Short Positions in CFD Instruments.

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

## 8. Definitions

“Our Ask Price” means the higher of the two prices we quote for each market

“Our Bid Price” means the lower of the two prices we quote for each market

“Quantity” means the amount of units traded in a market, synonymous to “stake” or “trade size”

“Unrealised Losses” and “Unrealised Profits” means the profits or losses (as appropriate) that have not as yet been realised on Open Positions before expiry or closure.

## Product Supplement: Spot Forex Contract

### 1. Spot Forex

1.1 A spot foreign exchange contract (“Spot Forex Contract”) is an over the counter contract to purchase or sell foreign currency entered into between you and us. The base currency of the currency pair is the first currency stated in the currency pair and remains constant when determining the currency pair’s price. Features of our Spot Forex Contracts are described below.

1.2 Spot Forex Contracts are classified in the UK as investments and firms offering to deal in them are required to be authorised and regulated by the FCA.

### 2. General Information

2.1 These Spot Forex Contract Supplemental Terms set out the terms and conditions of our Spot Forex Contracts and it forms part of the Agreement.

2.2 Unless separately defined in these Supplemental Terms, words and expressions shall have the meanings given to them in the Terms of Business.

2.3 You may enter into a Spot Forex Contract through the Trading Platform.

2.4 We may convert the value of any Open Position denominated in one currency to another currency for Account valuation and other purposes under clause 20 of the Terms of Business (“Currency Conversions and Valuations”).

2.5 In the absence of instructions from you we are authorized, at our absolute discretion, to deliver, rollover or offset all or any portion of your Spot Forex Contracts, for your account and at your risk. Your account may be charged Premiums/Financing upon the rollover or offset of a Spot Forex Contract. You acknowledge that the purchase or sale of a currency always anticipates the accepting or making of delivery.

### 3. Our Price

3.1 Our Price for a foreign currency is the price we quote to sell (“Ask”) or to buy (“Bid”) the currency.

### 4. Margin Requirement

4.1 For a Spot Forex Contract, the Margin requirement is calculated by dividing the size of the Spot Forex Contract by Trading Leverage.

4.2 If other conditions apply to the Margin we will advise you at the time you place the Trade.

4.3 We reserve the right to refuse to execute a Trade if your Equity is insufficient to fund the Margin, Net P & L, Our Spread and any costs associated with the Trade.

4.4 You are responsible for monitoring your Equity and ensuring that it is sufficient to maintain your Open Positions.

Your Equity must be sufficient to fund the amount of:

- Used Margin;
- Fees and charges, including the Premium (if applicable), required to maintain and close your Open Positions;
- Net P & L; and
- Any new Open Positions you wish to create.

## 5. Premiums/Financing

5.1 For all Spot Forex Contracts, a Premium will apply to the portion of an Open Position. The basis of calculation of Premiums:

$$\text{Financing} = C \times (I \pm F) / Y \times D$$

Where:

C = quantity of 1st currency

I = differential in interest rates between 1st and 2nd named currencies

F = Premium charged by WWM

Y = 360 - with adjustments made for AUD and GBP markets with 365 days

D = numbers of days to charge interest

We may vary the method of calculating the Premiums. When we do so we will give you notice in accordance with clause 35 of the Terms of Business ("Amendments").

5.2 The cost of Premiums will be debited from or credited to your Balance.

## 6. Profit and Loss

6.1 Profits and losses for an Open Position will be credited or debited to your MTM P & L. Unrealised Profits will allow you to place additional Trades but cannot be withdrawn until you close the Open Position. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 11 of the Terms of Business ("Margin Close Out").

6.2 When an Open Position is closed Realised Profit or Realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x Our Price at opening) and its closing value (Quantity x Our Price at closing).

6.3 Realised Profits or Realised Losses will be credited to or debited from your Balance.

## 7. Taxes

7.1 We do not withhold any sums for tax purposes for Spot Forex Contracts. You are responsible for the payment of all taxes that may arise in relation to your Trades.

## Product Supplement United States Equities (Shares)

### Product Supplement Equities (Stock Shares)

#### 1. Equities (Stock Equity Shares)

1.1 United States Equity Stock Shares (herein "US Equities") is an investment contract for which a user can buy and/or sell US Equities in the US Equity Markets. WWM acts as the Principal to each Trade.

1.2 US Equities are a type of Share, which is classified in the UK as investments. Firms offering to deal in Shares are required to be authorised and regulated by the FCA.

#### 2. General Information

2.1 This US Equities Supplemental section sets out the terms and conditions under which WWM offers US Equities and, therefore; forms part of the Agreement.

2.2 Unless separately defined in the Supplemental Terms, words and expressions shall have the meanings given to them in the Terms of Business.

2.3 Trades in US Equities may be placed through the WWM Trading Platform.

2.4 WWM will quote, execute and settle Trades for US Equities in USD in the US Markets.

2.5 Positions in US Equities are opened until closed.

2.6 The user will own the rights to US Equities that are purchased and positions will be held in street name. The user will not be given voting or proxy rights, those rights will be retained by WWM.

2.7 WWM does not delivery US Equities, nor does it transfer those US Equities to other brokers. Positions may be opened and closed using the platforms.

#### 3. Price

The Stock Price is the fair market price or price quoted in the US by the US exchanges as represented by the consolidate market data tape, National Best Bid Best Offer (NBBO). The price of US Equities is based off of the best execution rules as defined in the United States by the regulatory agencies

#### 4. Margin Requirement

4.1 To place a Trade which creates an Open Position in US Equities the Margin requirement is calculated as follows:

$(\text{Quantity} \times \text{Our Price}) \times \text{Trading Leverage (expressed as a ratio)}$

4.2 When an execution occurs which results in a Long Position, the Bid Price is used to calculate the Margin requirement.

4.3 When an execution occurs which results in a Short Position, the Ask Price is used to calculate the Margin requirement.

4.4 If other conditions apply to the Margin requirement the user will be advised at the time the trade is placed.

4.5 WWM reserves the right to refuse to execute a Trade if the user Equity is insufficient to fund the Margin.

4.6 The user is responsible for monitoring the Equity and ensuring that it is sufficient to maintain any Open Positions. The Equity must be sufficient to fund the amount of:

- Used Margin;
- Fees and charges required to maintain and close any Open Positions;
- Net P & L;
- New Open Positions;

4.7 Margin is governed by U.S. Regulation T.

## 5. **Commission, Corporate Actions, and Dividends**

5.1 WWM charges a commission for US Equities. The commission schedule may be found on the website and is subject to change.

5.2 For Open Positions in all US Equities that uses margin, there will be an overnight borrowing fee of 8.75% interest charge. WWM may vary the method of calculating interest charges and WWM will give the user notice in accordance with clause 35 of the Terms of Business ("Amendments").

5.3 The cost of the Overnight Charge will be debited from or credited to the users Balance.

5.4 As applicable, dividends, stock splits and other corporate actions will be reflected in your account according to whether you are long or short.

## 6. **Profit and Loss**

6.1 Profits and losses for an Open Position will be credited or debited to your MTM P & L. Unrealised profits will allow you to place additional Trades but cannot be withdrawn until the Open Position is closed. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 11 of the Terms of Business ("Margin Close Out").

6.2 When an Open Position is closed; a realised Profit or realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x Our Price at opening) and its closing value (Quantity x Our Price at closing).

6.3 Realised profits or realised Losses will be credited to or debited from your Balance.

## 7. **Taxes**

7.1 The user is responsible for the payment of all taxes that may arise in relation to the users trading activity.

## 8. **Definitions**

“Ask Price” means the higher of the two prices quoted for each share.

“Bid Price” means the lower of the two prices quoted for each share.

“Quantity” means the amount of shares traded.

“Unrealised Losses” and “Unrealised Profits” means the profits or losses (as appropriate) that have not as yet been realised on Open Positions before expiry or closure.

“Stock Price” means the price quoted by the US Exchanges “Bid Price” and “Ask Price”.

“NBBO” means National Best Bid Best Offer. The highest “Bid Price” and Ask Price” for a “Stock Price”.

“Margin Requirement” means the amount of monies required to have on hand to make purchase.



## Risk Warning Notice

### 1. Introduction

You are considering dealing with us in financial instruments and investment contracts relating to various financial markets. Unless separately defined in this notice, words and expressions shall have the meanings given to them in the Terms of Business.

This notice is designed to explain in general terms the nature of and some of the risks particular to our Products. We provide this warning to help you to take investment decisions on an informed basis. However, please note that each Trade will carry its own unique risks which cannot be explained in a general note of this nature.

Our Products carry a higher risk of loss than trading many traditional instruments. For many members of the public trading in our Products is not suitable. It is very important that you should not engage in trading in our Products unless you know, understand and are able to manage the features and risks associated with such trading and are also satisfied that trading in our Products is suitable for you in light of your circumstances and financial resources.

In considering whether to engage in trading our Products, you should be aware of the following risks.

### 2. Leverage

A high degree of “gearing” or “leverage” is associated with trading our Products. This stems from the margining system applicable to our Products which generally involves a comparatively modest deposit of the overall contract value to open a Trade. This can work for you and against you. A small price movement in your favour can result in a high return on the money placed on deposit; however, a small price movement against you may result in substantial losses, possibly more than the money placed on deposit. Prices can move quickly particularly at times of high market volatility (see below) and, if these price movements are unfavourable to your Trade(s), you could quickly build up significant losses.

If you do not maintain enough funds in your Account to satisfy Margin, we may close any or all of your Open Positions (in some circumstances without warning). If we do this, your Open Positions may be closed at a loss for which you will be liable.

### 3. Nature of Margined Trades

Our client agreement explains in detail how our Products operate; see our Terms of Business, Supplemental Terms. Also you should review examples and explanations found on our Website – although these are not part of the Agreement, they provide useful guidance on trading in our Products (and the risks associated with them).

A Trade in one of our Instruments is a Trade based on movements in Our Price. Our Price for an Instrument is set by us but relates to the price of the relevant Underlying Instrument. Whether you make a profit or loss will depend on the prices we set and fluctuations in the Underlying Instrument to which your Trade relates.

Trades in our Products can only be settled in cash. Trades in our Products are legally enforceable.

In certain circumstances your losses on a Trade may be unlimited. For instance, if you open a position with us by selling the contract in question (a practice known as “shorting a market”) and the price rises, you will make a loss on that Trade and it is impossible to know the limit of your potential losses until you close the Trade or your Open Positions are closed when the Equity in your Account or Sub-account falls below the Used Margin. You must ensure that you understand the potential consequences of a particular Product or Trade and be prepared to accept that degree of risk.

You will not acquire the Underlying Instrument nor any rights or delivery obligations in relation to the Underlying Instrument.

Certain Instruments are quoted and settled in currencies other than your Base Currency. Trading in these Instruments carries the additional risk of currency risk; the exchange rate at the time your Open Positions are closed and converted into your Base Currency may be less advantageous to you than at the time you created the Open Position.

#### 4. Volatility

As mentioned above, whether you make a profit or a loss will depend on the prices we set and fluctuations in the price of the Underlying Instrument to which your Trade relates. Neither you nor we will have any control over price movements in the Underlying Instrument. Price movements in the Underlying Instrument can be volatile and unpredictable.

A feature of volatile markets is “Gapping”, the situation where there is a significant change to Our Price between consecutive quotes. Gapping may occur in fast and falling markets or if price sensitive information is released prior to market opening. The price at which we execute your Orders may be adversely affected if Gapping occurs in the relevant Instrument.

#### 5. Liquidity

A decrease in liquidity (a term which describes the availability of buyers and sellers who are prepared to deal in an Underlying Instrument) may adversely impact Our Price and our ability to quote and trade in an Instrument. If there is a significant reduction or a temporary or permanent cessation in liquidity in an Underlying Instrument, such events may be deemed an Event Outside of Our Control or Market Disruption Event (as applicable) under the Terms of Business and we may increase Our Price, suspend trading or take any other action we consider reasonable in the circumstances. As a result you may not be able to place Trades or to close Open Positions in any affected Instrument.

#### 6. Dealing Off-exchange

Dealing in our Products is conducted exclusively off-exchange, a type of trading which is also called dealing "over-the-counter" or “OTC”. In dealing with us off-exchange you deal directly with us and we are the counterparty to all of your Trades. There is no exchange or central clearing house to guarantee the settlement of Trades.

If there is anything you do not understand, or if you require clarification on any matter, please contact Customer Support.

## Annex 2: Conflicts of Interest Policy

### 1. Introduction

We aim to identify and prevent conflicts of interest which may arise between us and our clients, and between one client and another, in order to avoid any adverse effect on our clients. This Conflicts of Interest Policy (the “Policy”) sets out procedures, practices and controls in place to achieve this.

This Policy applies to all officers, directors (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to us (together “Personnel”) and refers to interactions with all of our clients.

Unless separately defined in this Policy, words and expressions shall have the meanings given to them in the Terms of Business.

### 2. Regulatory Requirements Relating to Conflicts of Interest

The FCA has detailed requirements relating to the management of conflicts of interest, which are found primarily in the FCA Senior Management Arrangements, Systems and Controls (“SYSC”) sourcebook, section 10. Among other things, SYSC section 10 requires us to:

- Take all reasonable steps to identify conflicts of interest between us and our client, or one client of ours and another;
- Keep and regularly update a record of the kinds of service or activity we carry on (or which is carried on our behalf) in which a conflict of interest entailing a material risk of damage to the interests of one or more of our clients has arisen or may arise;
- Maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients; and
- Establish, implement and maintain an effective, written conflicts of interest policy.

As with all laws and regulations applicable to our business, we take our regulatory requirements relating to conflicts of interest very seriously.

### 3. Scope

We have identified the types of conflicts which may occur in our business and which carry a material risk of damage to the interests of a client. These include, but are not limited to, when we or any person directly or indirectly linked to us:

- a) Are likely to make a financial gain or avoid a financial loss at the expense of our client;
- b) Have an interest in the outcome of a service or product provided to, or of a transaction carried out on behalf of, our client which is distinct from our client’s interest in that outcome;
- c) Have a financial or other incentive to favour the interests of another client or group of clients over the interests of our client;
- d) Carry on the same business as our client;

e) Receive, or will receive, from a person other than our client an inducement in relation to the service provided to our client in the form of monies, goods or services, other than the standard commission or fee for that service; or

f) Design, market or recommend a product or service without properly considering all of our other products and services and the interests of our clients.

#### 4. Guarding Against Conflicts of Interest

We have put in place the systems and procedures described below to: minimise the potential for conflicts of interest, to ensure that we have adequate arrangements to manage all conflicts of interest, and where possible to avoid material conflicts of interest.

4.1 Personal account dealing. All Personnel are bound by the requirements of our Personal Account Dealing Notice. All transactions undertaken by Personnel are actively monitored by our Compliance Department.

4.2 Production of investment research/research recommendation. We do not produce investment research or provide investment research recommendations.

4.3 "Need to Know" policy. Where Personnel are in possession of confidential or inside information such as information relating to a client's Trade, Personnel may not disclose such information to another party without ensuring that:

- There is a clear need-to-know on the part of the recipient;
- The procedures set out in this Policy are adhered to;
- Where the information relates to a client, the information transfer is in accordance with the best interests of the client; and
- The recipient is made aware of the requirement to treat the information as confidential.

Only information required for the intended use may be disclosed and the receiving individual is then bound by the same restrictions.

Personnel are required to take care when handling confidential information, such as information relating to a client's Trades or personal details. In particular, Personnel are required to ensure that they do not leave documents containing confidential information on their desks and that they refrain from discussing confidential information in circumstances where it could be overheard by other Personnel who have no need to know such information.

4.4 Restriction on access to information/electronic data. The access to computer drives and to files located within drives is restricted by the use of passwords and user IDs. Computers are automatically locked if unattended for a short period. In addition, Personnel are reminded of the importance of data protection.

4.5 Gifts and inducements. Personnel may not solicit or accept any gift or inducement which may influence their independence or business judgment or which could create a conflict with any duty owed to us or our clients.

This restriction does not include special promotions on products and services which have been agreed by our senior management, nor does it cover corporate gifts and hospitality which are considered to be incidental to our ordinary business. Examples of gifts and inducements which may not be offered or accepted include cash, gifts readily convertible into cash or any other object of significant value.

Personnel are required to register with the Compliance Department details of hospitality or gifts, whether given or received, with an estimated value in excess of £250 (or the equivalent in other currencies) and to seek guidance from that department if in doubt about the suitability of any gift.

Such items are recorded in our 'Register of Gifts and Inducements' which is subject to regulatory inspection.

4.6 External business interests. Personnel undertake that they will not (unless granted prior written consent from our senior management or permitted under the terms of their employment) be engaged in or have an interest, either directly or indirectly, in any trade, business or occupation, which is or may be in competition with us and/or which would involve use of our time, property, facilities or resources.

4.7 Segregation of duties. Job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, systems and controls exist to prevent Personnel from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of our business, there can be occasions when a member of staff is required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure that such circumstances exist only for a limited period or that additional controls are in place to identify inappropriate behaviour.

All Personnel are regularly assessed for competency for their roles and Personnel are required to follow the internal procedures detailed in our Compliance Manual. Where a potential conflict may exist within a role, additional monitoring, control and sign-off procedures are in place to mitigate any such conflict. Audit records, reconciliation procedures and Compliance monitoring arrangements are also in place to ensure all processes are adequately controlled and reviewed.

As part of our segregation of duties policy, no one individual (other than a director) is authorised to carry out the following four functions simultaneously:

- To initiate a transaction;
- To bind the firm;
- To make the payment; and
- To account for the above.

In so far as a conflict of interest may arise from the performance of two or more of the above functions by a director, that director will be subject to a policy of independence (see below).

As part of the Compliance Department's regular review of each department's operations, the roles undertaken by individuals within that department and the segregation of duties are reviewed as appropriate.

All departments are accountable to a specified Director and receive individual supervision from that Director. Inside information passed between departments is on a 'need-to-know' basis in accordance with the need-to-know policy described above.

4.8 Independence policy. In some circumstances, it may be appropriate to manage conflicts of interest by requiring Personnel to adhere to and observe a policy of independence. In such circumstances, Personnel subject to such a policy will be required to sign an undertaking to disregard relevant conflicts of interest in discharging their functions.

In such cases it is our policy that Personnel must act independently and in the interests of our clients. No employee may be swayed in any service provided to a client by the interests of any of our other departments, by us generally, or by another client. Therefore in performing any service on behalf of a client, only the client's interest is to be considered. Any interest or potential interests of ours or of any part of it, or of any other client, must be disregarded.

If any employee is aware of any circumstances which he thinks may give rise to a conflict, he must refer the matter immediately to the Compliance Officer.

4.9 Public interest disclosure policy. We are committed to ensuring that malpractice is prevented and, should it arise, to deal with it immediately. Employees are informed as to whom they can and should report public interest issues.

The United Kingdom Public Interest Disclosure Act 1998 ("PIDA") allows employees to disclose certain issues to particular external parties where there is good reason to believe that internal disclosure will not be taken seriously or will cause the employee to be penalised in some way. We encourage employees to raise their concerns about any malpractice internally at the earliest possible stage. This procedure sets out the method for raising such concerns and the general principles of how we deal with such matters. It does not, however, confer any contractual rights.

For the protection of all employees, we maintain a formal set of procedures. These procedures apply equally to all employees who have reasonable grounds to believe that malpractice has occurred, is occurring or is likely to occur. Employees are responsible for taking appropriate, reasonable and timely action wherever and whenever they become aware of any situation or matter that could expose us to loss, liability or embarrassment.

For the purposes of this procedure and PIDA, the following constitute malpractice:

- a) The commission of a criminal offence;
- b) Failure to comply with a legal obligation;
- c) The occurrence of a miscarriage of justice;
- d) The endangerment of an individual's health and safety;
- e) The endangerment of the environment; and
- f) The concealment of any information relating to any of the above.

Employees are encouraged to follow the steps laid out in this procedure, ensuring they are able to raise genuine concerns about malpractice without fear of harassment or victimisation.

4.10 Training. We provide regular training to our Personnel on conflicts of interest and the procedures for managing conflicts of interest.

4.11 Disclosure policy. We believe that our internal policies and procedures, systems and controls, generally mitigate the risk of any conflict of interest arising, either between us and our client or between two or more of our clients.

Where, however, the potential for conflict arises and that conflict cannot be avoided we would either make a full disclosure to the client to enable the client to make an informed decision as to whether to proceed with the matter or transaction giving rise to the conflict or, if it is considered that the disclosure is an inappropriate method of managing the conflict, we would not proceed with the matter or transaction giving rise to the conflict.

If any Personnel are aware of any circumstances which may give rise to a conflict of interest, they must immediately refer the matter to the Compliance Department.

## 5. Policy Review

We regularly review our Conflicts of Interest Policy to ensure that it covers conflicts that can be reasonably expected to arise within the course of our business. Any significant amendments to this Policy must be approved by our senior management.

## Annex 3: Trade and Order Execution Policy

### 1. Introduction

Under the rules of the Financial Conduct Authority (“FCA Rules”) we have a duty to conduct our business with you honestly fairly and professionally and to act in your best interests in dealing with you. More specifically, we are required to provide you with best execution when we deal with you. Providing best execution means that when we deal with you we should take reasonable steps to obtain the best result for you in accordance with our Trade and Order Execution Policy (the “Policy”).

This document sets out the terms of our Policy. For convenience we annex this Policy to our Terms of Business documentation. Unless separately defined in this Policy, words and expressions shall have the meanings given to them in the Terms of Business. However this Policy is not part of our Agreement and it does not form part of the contract between us.

### 2. Our trading services

We provide services for trading in various types of Products and for each type of Product we offer a range of Instruments. Our Instruments are based on Underlying Instruments and we construct Our Price for each Instrument by reference to the price of the relevant Underlying Instrument. We deal with you as principal and not as agent. We are therefore your only “execution venue”. In dealing with us, you transact directly with us and not on any exchange or other external market or venue. Any Trades with us are non-transferable. If you create an Open Position with us you must close it with us.

### 3. Execution policy

In providing best execution we are obliged to take into account certain execution factors. We must tell you what these are and the relative importance we give to each.

Subject to section 5 of this Policy, the execution factors that we consider and their relative importance are as follows:

**Price.** The relative importance we attach is high. Our Price for a given Instrument is calculated by reference to the price of the relevant Underlying Instrument. We obtain this price from third party external reference sources. For some kinds of instruments, e.g. futures, there will be a third party securities exchange from which we will obtain this price. For other kinds of instruments, e.g. foreign exchange, we will collect price data from nominated wholesale market participants.

Our Price will often differ from the price of the Underlying Instrument. For some Instruments we add Our Spread to the price of the Underlying Instrument. We may also adjust Our Price for any Instrument to take into account factors such as liquidity in external markets for the Underlying Instrument, dividend amounts, financing charges in an external market or other relevant factors. You must pay a Premium, commission and other charges in addition to Our Price for some Products and Instruments – see under “Costs” below.

When trading in the Underlying Instrument is very active and the price of the Underlying Instrument changes quickly, there is no guarantee that every price movement in the Underlying Instrument will result in a change to Our Price. We aim to update Our Price as frequently as we reasonably can but our



ability to do so may be limited by technological factors including current hardware, software and data and communications links.

For some Instruments we will quote Our Price outside of trading hours for the Underlying Instrument. In such circumstances Our Price are set by our dealers by reference to one or more related alternative Underlying Instruments that are then trading, and may be adjusted in response to supply and demand from our clients. This means that outside normal Exchange Hours we exercise a greater degree of discretion in the setting of Our Price. In addition, Our Spread is generally wider and our maximum Quantity is generally smaller than during normal trading hours for the Underlying Instrument. We execute all Trades at Our Price and in accordance with the Terms of Business.

**Costs.** The relative importance we attach is high. For many Instruments, Our Price includes Our Spread and no additional charges or commissions are payable by you. For other Instruments you will be required to pay a separate commission charge for each Trade to open or close an Open Position.

We may pass on some charges to you arising from the Underlying Instrument traded. These include borrowing charges where an Underlying Instrument becomes expensive to borrow or stamp duty in some circumstances.

Additionally for many Instruments you will be required to pay a Premium on the full amount of an Open Position. Generally:

- if you hold a Short Position (i.e. you have executed a “sell” Trade), we pay you a Premium and;
- if you hold a Long Position (i.e. you have executed a “buy” Trade), you pay us a Premium.

**Speed and Likelihood of Execution.** The relative importance we attach is high. You may execute Trades either using our Trading Platform or, in our discretion, by phoning one of our dealers.

When you execute through the Trading Platform you will receive immediate execution capability: if you see an Our Price on the screen, then the Trade will, under almost all circumstances, be executed at the Our Price quoted on the deal ticket. We will execute all Trades in accordance with clause 4 of the Terms of Business.

When executing by phone you will be quoted the same Our Price you will receive if you use the Trading Platform. In such circumstances, the dealer will generally confirm execution of your Trade immediately after you indicate that you wish to trade at the quoted Our Price.

Trades will be executed as soon as reasonably possible and in most circumstances almost instantaneously. However, there may be circumstances where Trades cannot be executed almost instantaneously, for example, due to illiquidity in the Underlying Instrument or if there is something unusual about the nature of the Order.

#### 4. Dealing with your Orders

In most cases when the condition or event specified in your Order occurs it will be executed at or very close to the specified Order price. However, please note that for all Orders the price you receive at execution is not guaranteed. Our Price may move from a price which is less than your specified Order price to a price which is greater than your specified Order price without a quote at any intermediate price. This will be due to rapid price changes in the Underlying Instrument (called ‘gapping’), for

example following a profits warning or the release of financial statistics different from those expected. In such a case, Our Price at the time of execution may be markedly different to the specified Order price.

If, when an Order is executed the Order will be executed at or near the specified Order price. However, the price at which the Order is executed will depend on the liquidity in the external market for the Underlying Instrument and may therefore be executed at a different price.

The execution prices will depend on the liquidity in the external market for the Underlying Instrument and the execution of the first Trade may affect the liquidity available for the execution of the second and any subsequent Trades.

We will execute all Orders in accordance with clause 8 of the Terms of Business.

#### 5. Specific instructions

You may give us a specific instruction for the execution of a Trade or an Order.

Following your specific instructions may prevent us from taking the steps set out in this Policy to obtain the best possible result for the element of the Trade or Order included in your instructions.

#### 6. Our obligations

We will comply with our Trade and Order Execution Policy when we are required to exercise our judgment in obtaining the best outcome for the execution of clients' Trades and Orders.

#### 7. Monitoring and review of Policy

We will monitor compliance with the Policy and maintain records of the data which is used to set Our Price.

We will review the Policy at appropriate intervals. As part of that process, we will review:

- the sources of external pricing in Underlying Instruments;
- Our Price in relation to the external pricing of an Underlying Instrument; and
- any fees or charges.

If we make any changes to this Policy, we will give you at least 14 days written notice before the change takes effect. The current version of our Policy is located on the Website.

#### 8. Notice Regarding Third Party Trading Platform

WorldWideMarkets serves its clients through one of the following several electronic trading platforms- Alpha Trader, Currenex, and Meta Trader 4. All platforms used by WWM are third-party OTC trading platforms whereby WWM does not own the intellectual property, these platforms may or may not run in WWM datacenter, may or may not be supported by WWM IT personnel and may or may not have an application program interface (API) integrating these third-party platforms into WWM dealing systems. WWM offers these third-party platforms to offer traders the ability to select a platform that has the functionality that best suits their individual needs. However, users should be aware (1) that WWM does not endorse such third party platforms and (2) of the additional risks associated when using such platforms.

As our platforms are provided by a third party, WWM may not have total control over these platforms. Individuals that trade on such platforms are exposed to the risks associated with the system, including, but not limited to, the communication infrastructure that connects WWM to the electronic trading system. As a result of any system failure or other interruption, orders either may not be executed according to your instructions or may not be executed at all. Also as a result of any system failure or other interruption, you may not be able to place or change orders or views your trading positions or market data.

As the electronic trading system is provided by a third-party provider, to the extent not prohibited by law, WWM shall not be liable for any losses or damages suffered or incurred from the use, operation, or performance of the electronic trading system. In addition, WWM shall have no responsibility or liability for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure in the electronic trading system.

#### Annex 4: WorldWideMarkets Online Trading Platform Ltd (“WWM”) Client Identification and Customer Classification Procedure

We the Firm must take all necessary steps to ensure we are compliant with the Financial Conduct Authority rules in particular the Customer Classification requirements specifically COBS 3.1.1R [FCA requirements](#)

The rules require the Firm to take reasonable steps to establish whether a new client is a Retail Client, Professional Client or an Eligible Counterparty. COBS 3.3.1R requires the Firm to confirm, in writing, to the client the client classification it has selected, detailing any limitations to the level of client protection that such a classification would entail compared with alternative classifications. The Firm must also advise a client on their right to opt-for a client category affording them a higher level of protection (COBS 3.3.1R(2)(a)&(b), COBS 3.7.1R).

WWM will be authorised by the FCA only to undertake Regulated Activities with or for Professional Clients and Eligible Counterparties. It is therefore important that before we act for a client we have established his/her correct classification. The Compliance Officer maintains the client classification records for a period of at least five years (COBS 3.8.2R).

#### **Client Identification (“Customer Due Diligence”)**

The firm must obtain adequate evidence of the identity of each client in accordance with our Anti-Money Laundering Procedures and be satisfied on the basis of this that we have no reason to suspect that the client is seeking to launder the proceeds of crime or is involved in terrorist financing. Our Anti-Money Laundering Procedures are risk based and follow standards set out in the Joint Money Laundering Steering Group guidance notes. No investment agreement will be entered into unless the client is able to provide adequate documentary evidence of identity and satisfactory details as to the source of the funds.

If detailed evidence of identity cannot be obtained, we may consider each potential client relationship on a case-by-case basis in conjunction with the MLRO. Where the client appears to be acting on behalf of another party, there may not be an obligation to obtain sufficient evidence of both their identities. For example, for regulated firms subject to the EU Money Laundering Directive or equivalent legislation themselves, we need only obtain proof that they are regulated. We may also rely on other regulated

firms to undertake identification checks provided a documented confirmation is obtained and we have the right to review the identification evidence gathered.

## **Suitability**

Suitability requirements apply to professional clients. We are required to take reasonable steps to ensure that a [personal recommendation](#), or a decision to trade, is suitable for a [client](#).

We must obtain the necessary information from clients to determine their:

- (a) Knowledge and experience in the investment field relevant to the specific type of [designated investment](#) or service;
- (b) Financial situation; and
- (c) Investment objectives;

in order to make a recommendation, or take a decision, which is suitable for the client. Under MiFID, we may not make a recommendation to a client unless we have sufficient information to assess its suitability for them.

Note that for professional clients, we are entitled to assume that they have the necessary level of experience and knowledge. When we give them investment advice we can assume that the client is able to financially bear any related investment risks consistent with their investment objectives.

### **a) Information to be provided to new clients**

#### **General Information**

We must provide appropriate information to clients in a comprehensive form, before providing the investment service about:

- About the firm and its services;
- How the client may assess our performance e.g. benchmark or another appropriate method of evaluation and comparison (COBS 6.1.6(1)R).
- Proposed investments and investment strategies involved in the firm's services, including appropriate guidelines on, and warnings of, the risks associated with our investments and strategies;
- The Firm's execution venues, costs and associated charges

The Firm must take reasonable steps to establish whether a new client is a Retail Client, Professional Client or an Eligible Counterparty. COBS 3.3.1R requires the Firm to confirm, in writing, to the client the client classification it has selected, detailing any limitations to the level of client protection that such a classification would entail compared with alternative classifications. The Firm must also advise a client on their right to opt-for a client category affording them a higher level of protection. Opting for classification taking into account a clients' knowledge and experience is considered below.

The Firm is authorised by the FCA only to undertake Regulated Activities with or for Professional Clients and Eligible Counterparties. It is therefore important that before we act for a client we have established

his/her correct classification. The Compliance Officer maintains the client classification records for a period of at least five years.

### **Retail Client (COBS 3.4.1R)**

A Retail Client is a client who is not a Professional Client or an Eligible Counterparty.

### **Professional Client (COBS 3.5.1R)**

A Professional Client is a client who is a '*Per se Professional Client*' or an '*Elective Professional Client*'.

A *Per se Professional Client* is a Professional Client that is not an Eligible Counterparty and is a:

- Credit institution;
- Investment firm;
- Other authorised or regulated financial institution;
- Insurance company;
- Collective investment scheme or the management company of such a scheme;
- Pension fund or the management company of a pension fund;
- Commodity or commodity derivatives dealer;
- Local; or
- Other institutional investor.

Or in relation to MiFID Business or Equivalent Third Country Business, a large undertaking meeting two of the following three size requirements on a company basis:

- Balance sheet total of Euro 20m;
- Net turnover of Euro 40m; and
- Own Funds of Euro 2m.

An *Elective Professional Client* is a Client who has requested to be classified as such, in writing (either generally or in respect of a particular service/transaction or product). The firm must provide such a client with a clear written warning of any protections and investor compensation rights they may lose and the client must confirm (in writing) that they understand the consequences of losing such protections.

A client may only become an elective professional client if they pass the 'qualitative test' and the 'quantitative test':

#### Qualitative test

The firm must assess the client's expertise, experience and knowledge as sufficient (in relation to the transactions/services envisaged) to make investment decisions and understand the risks involved, ensuring that at least two of the following apply:

- a) The client has carried out transactions of a significant size, on the relevant market, at an average frequency of 10 per quarter over the previous four quarters,
- b) The client's financial instrument (incl. cash) portfolio is > €500,000,
- c) The client has worked in financial services for at least one year in a professional position requiring knowledge of the transactions/services envisaged,

#### Quantitative test

In addition to the above, the firm must also ensure:

- a) The client has provided the firm with a written statement that they wish to be treated as a professional (in general or with regard to a specific service/transaction);
- b) The client has been given a written notice of the protections and investor compensation rights he may lose; and
- c) The client must state in writing (separately from the contract) that they are aware of the consequences of losing such protections.

It is the professional client's responsibility to keep the firm informed about any change that could affect their categorisation (COBS 3.5.8R). Where the firm becomes aware of such a change, it must re-categorise the client as a retail client and inform them of this change.

#### **Eligible Counterparty (COBS 3.6.1R)**

An Eligible Counterparty Client is either a '**Per se Eligible Counterparty**' or an '**Elective Eligible Counterparty**'. The Firm may only undertake Eligible Counterparty Business (dealing on own account, execution of orders on behalf of clients, reception and transmission of orders or Ancillary Services as per MiFID Annex 1 B) for an Eligible Counterparty and may not, therefore, undertake investment advice.

A **Per se Eligible Counterparty** is an Eligible Counterparty that the Firm has chosen to classify as such and does not provide investment advice and is one of the following:

- (1) an investment firm;
- (2) a credit institution;
- (3) an insurance company;
- (4) a collective investment scheme authorised under the UCITS Directive or its management company;
- (5) a pension fund or its management company;
- (6) another financial institution authorised or regulated under 2 EU2 legislation or the national law of an EEA State;

- (7) an undertaking exempted from the application of MiFID under either Article 2(1)(k) (certain own account dealers in commodities or commodity derivatives) or Article 2(1)(l) (locals) of that directive;
- (8) a national government or its corresponding office, including a public body that deals with the public debt;
- (9) a central bank;
- (10) a supranational organisation.

An **'Elective Eligible Counterparty'** is an Eligible Counterparty the Firm has chosen to classify as an Elective Eligible Counterparty and is an undertaking which:

- a) Is a per se professional client; and (in relation to business other than MiFID or equivalent third country business):
- b) Is a body corporate (including an LLP) with a called up share capital of at least £10m; or
- c) Has a balance sheet total of €20m; Net turnover of €40m; and Own Funds of €2m; or
- d) Is an elective professional client requesting re-classification as an eligible counterparty in respect of services/transactions it would be treated as a professional client for; and
- e) Has provided the firm with express confirmation of its request to be treated as an eligible counterparty.

A firm may obtain a prospective counterparty's confirmation that it agrees to be treated as an eligible counterparty either in the form of a general agreement or in respect of each individual transaction.

### **Opting Retail Clients to Elective Professional Client status**

In the event the client agrees, COBS 3.5.3R allows the Firm to classify a Retail Client as an Elective Professional Client if we have taken reasonable care to determine that the client has sufficient expertise, experience and knowledge that gives reasonable assurance, in the light of the nature of the transactions or services envisaged, that the Retail Client is capable of making their own investment decisions and understand the risks involved and the Retail Client is able, in the event of providing MiFID Business, to meet the Quantitative Test laid out in COBS 3.5.3 R (2).

### **Providing clients with a higher level of protection**

COBS 3.7.1R provides a client the right to be treated in such a way that higher levels of protection are afforded. A client categorised as a Professional Client or Eligible Counterparty could request to be classified as a Retail Client, or in the case of an Eligible Counterparty as a Professional Client (we may only undertake Investment Advice for Professional Clients). In the event that a client wishes to be classified as a Retail Client we will have to decline to act because our Firm is not authorised to act on behalf of Retail Clients.