

Retail Client Risk Warning: Trading foreign exchange or Contracts for Differences (CFDs) carries a high level of risk to your capital and may not be appropriate for you. Be Aware: You can lose all, but not more than, the balance of your Trading Account. Therefore, before applying to receive services from Fortrade, you should carefully consider your objectives, financial situation and level of experience and the risks associated with trading foreign exchange, CFDs or other high-risk products.

1) Introduction

These terms and conditions set out the terms upon which Fortrade may provide you, our client, with execution-only dealing services in relation to foreign exchange, CFDs and such financial or other instruments that we may offer from time to time.

This is an important document that you should carefully read and understand before trading with us.

We reserve the right to only execute transactions with you, after you have acknowledged that you have read and accepted these terms and conditions. Your use of our Services shall constitute your full acceptance of these terms and conditions.

2) Definitions and Interpretation

2.1 Whenever used in these terms and conditions, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

“Agreement” means these terms and conditions, together with all Trade Terms, schedules, attachments, supplements, addenda and other documents that we inform you are incorporated by reference, as amended from time-to-time;

“CFD” means ‘contract for differences’ which is an agreement between two parties with no fixed settlement date that can be closed out by the holder for a cash settlement amount which represents the difference between the price of an underlying asset or thing agreed at the outset of the contract and its market price at the date of the settlement of the contract as determined by the issuer;

“Client”, “you” and “your” mean the individual accepted by Fortrade as a customer to whom this Agreement applies;

“Client Money” has the meaning provided in the FCA Rules which generally means money we receive from you;

“Client Money Rules” means the FCA Rules that relate to Client Money we receive from you;

“Data Controller” means an individual or organisation that determines the purposes for and how personal data is processed. They are responsible for establishing practices and policies in line with the Data Protection Legislation.

“Data Protection Legislation” means the Data Protection Act 1998, regulations and secondary legislation, as amended from time to time and any successor legislation relating to the processing of personal data and privacy;

“**Day**” means any day other than a day on which we have notified you (on the Fortrade Website or otherwise) that we are not open for business;

“**Eligible Counterparty**” shall have the meaning as provided in the FCA’s Conduct of Business Sourcebook at COBS 3.6;

“**Execution Policy**” means the document that describes our Order execution arrangements which are in place to ensure that, when executing an Order, we take all sufficient steps to obtain the best possible results for you;

“**FCA**” means the Financial Conduct Authority and any successor body;

“**FCA Rules**” means the rules and guidance as set out in the FCA Handbook of rules and guidance available at <https://www.handbook.fca.org.uk/handbook>;

“**Force Majeure Event**” means an event the occurrence of which is beyond the reasonable control of the affected party to this Agreement, including but not limited to: an act of war or terrorism, industrial disputes, actions or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications, electronic or computer services, networks, platforms, systems or the failure of any intermediate broker, agent, custodian or sub-custodian, dealer, exchange clearing house or regulatory or self-regulatory organisation or any other event that causes a material market disruption in respect of the underlying asset or instrument;

“**Fortrade**”, “**we**” and “**our**” means Fortrade Limited, incorporated and registered in England and Wales with company number 08619610, whose registered office is at 43-45 Dorset Street, London, W1U 7NA, and its successors and assigns;

“**Fortrade Website**” means a website provided by Fortrade and designated by Fortrade as the website relating to the Services;

“**Indication**” has the meaning stated in clause 8.9 of this Agreement;

“**Intellectual Property**” means (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) knowhow and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world;

“**Key Information Document**” (commonly referred to as a ‘KID’) means a document containing certain essential information on one of our products or on a group of similar products;

“**Margin Call**” means an amount that we may, at our sole discretion and in line with the regulatory requirements, require you to pay, in addition to the Margin Deposit, solely determined by Fortrade, in order to maintain an Open Position;

“**Margin Deposit**” has the meaning stated in clause 8.3 of this Agreement;

“**Notice**” has the meaning stated in clause 14.1 of this Agreement;

“**Online Platform**” means our online transaction system for processing and executing Trades relating to foreign exchange, CFD or such financial or other instruments in respect of which we may offer execution-only dealing services;

“**Open Position**” means a contract in which you have entered into a transaction with us, and a further transaction is required to close the contract;

“**Order**” means an instruction communicated by you to Fortrade which constitutes a request for to execute a Trade on your Trading Account;

“**P&L**” profits and losses;

“**Personal Data**” means recorded information we hold about you from which you can be identified. It may include, without limitation, the name, address, e-mail address, phone number, financial information, personal description and other personal information of yours;

“**Professional Client**” has the meaning provided in the FCA’s Conduct of Business Sourcebook at COBS 3.5;

“**Quoting Error**” has the meaning stated in clause 8.10 of this Agreement;

“**Retail Client**” has the meaning provided in the FCA’s Conduct of Business Sourcebook at COBS 3.4 which in summary is a client who is not a Professional Client or an Eligible Counterparty;

“**Services**” means the provision of execution-only dealing services in relation to foreign exchange or CFDs or any financial or other instruments in respect of which we may offer execution-only dealing services to you from time to time;

“**Trade**” means a transaction entered into by you under this Agreement;

“**Trade Terms**” means the additional terms and conditions applicable to transactions entered into by you as published on the Fortrade Website from time to time; and

“**Trading Account**” means your trading account with Fortrade, which operates under the terms of this Agreement and allows the Client to enter into transactions with Fortrade;

2.2 In this Agreement, the following rules apply:

- (i) unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
- (ii) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (iii) a reference to a party includes its representatives, successors or permitted assigns;
- (iv) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
- (v) any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3) This Agreement

3.1 This Agreement represents the terms and conditions agreed between Fortrade and you regarding the Services Fortrade may provide to you unless otherwise agreed between Fortrade and you in writing.

3.2 Acceptance by you of this Agreement shall, where applicable, be by positive affirmation of your acceptance or by your placing an Order with Fortrade or otherwise using our Services following receipt of this Agreement.

3.3 Unless agreed otherwise, both Fortrade and you shall transact with each other as principal and not as agent.

3.4 Nothing in this Agreement will exclude or restrict any duty or liability owed by Fortrade to you under the Financial Services and Markets Act 2000 (as amended) or the FCA Rules. If there is any conflict between this Agreement and the FCA Rules, the FCA Rules will prevail.

3.5 If you receive other services from Fortrade under a separate agreement, you must not assume that we use any information collected in relation to any other service for the purposes of the Services we provides to you under this Agreement. Likewise, you must not assume that we use information received from you in relation to the Services provided under this Agreement when we provide any other service to you under a different agreement. Notwithstanding this we may, in our absolute discretion, use such information.

3.6 This Agreement will come into effect on the date we confirm in writing that you have been accepted and, for any new versions after that, on the date we notify you. This Agreement is supplied to the Client in English, and we will communicate with you in English for the duration of this Agreement.

3.7 You consent to our communicating with you through email or by placing information on the Fortrade Website or by any other method that may be agreed with you in writing.

3.8 You explicitly consent to being provided with Key Information Documents through the Fortrade Website. You may request a hard copy of a Key Information Document free of charge, at any time.

4) Fortrade and Our Services

4.1 We are authorised and regulated by the FCA and are registered on the FCA Register with firm reference number 609970. The FCA's Head Office address is 12 Endeavour Square, London E20 1JN, tel: 0800 111 6768, website: <https://www.fca.org.uk/>

4.2 Our registered office is at 43-45 Dorset Street, London, W1U 7NA and our principal place of business is Michelin House, 81 Fulham Road, London SW3 6RD.

4.3.1 We will assess your categorisation for the purposes of the FCA Rules and accordingly notify you of such categorisation within a reasonable time. Until we notify you otherwise, you will be treated as a Retail Client.

4.3.2 You may contact us to request re-categorisation, but we reserve the right to decline such request. If we agree with your request to be re-categorised, you may lose certain protections within the FCA Rules and the terms and conditions found in Schedule 1 will apply to you and your Trading Account.

4.3.3 In certain circumstances, we may wish to re-categorise you. In which case, we will explain why you are being re-categorised, what impact such re-categorisation is likely to have on your rights and protections and what, if any, additional terms will supplement this Agreement.

4.4 We do not offer investment, legal, regulatory or tax advice, nor any other form of advice. If you are unsure about the merits or suitability of a transaction, you should seek advice from an independent financial adviser. In addition, we do not make personal investment recommendations about the Services or the Online Platform. Any information provided by or made available by us, including through the Online Platform or any related system or website, is provided solely to enable you to make your own investment decisions. This information should not be treated as a recommendation to buy, sell or otherwise deal with any particular investment.

4.5 We must assess the appropriateness of the Services by reference to your knowledge, experience and understanding of the risks involved. If we assesses that a product or service is not appropriate for you or that we do not have sufficient information about you to make this assessment, we reserve the right not to act on your instructions or otherwise to provide the product or service or conduct business with you.

4.6 Notwithstanding clause 4.5, you acknowledge that you shall be solely responsible for any decision to enter into any Trades with Fortrade. We will not be liable to you for any losses you might incur as a result of reliance on any information provided by Fortrade, nor in the event that any Trade effected under this Agreement is not fully covered by any Margin Deposit you have provided or otherwise results in a loss on your Trading Account. You remain fully responsible and liable for any losses (other than those caused by our fraud, negligence or wilful default), costs and settlements arising from any Trades entered into before any termination of your relationship with Fortrade.

4.7 Where we execute Trades for you, we will (unless indicated or agreed otherwise) take all sufficient steps to provide best execution. In doing so, we will comply with the FCA Rules and apply our Execution Policy in effect at that time. A summary of our Execution Policy is available on the Fortrade Website. Unless you notify Fortrade to the contrary, you consent to the Execution Policy when this Agreement comes into effect. We may amend the Execution Policy occasionally and will notify you of any material amendments by giving written notice or by publishing the updated Execution Policy on the Fortrade Website.

4.8 Where we execute Trades for you, we do so as part of our execution-only dealing service, this means that we are not obliged to ensure the transaction is suitable for you.

5) Client Representations and Warranties

5.1 You represent and warrant (i.e., you are making a formal declaration on which we will rely when providing the Services) to Fortrade that:

5.1.1 your entering into this Agreement, and the performance of all of your obligations contemplated under this Agreement does not violate any law applicable to you or conflict with any obligation (including without limitation any contractual or fiduciary obligation) to which you are subject;

5.1.2 you comply with all applicable laws and regulations;

5.1.3 all information provided by you to Fortrade is accurate, correct and complete, and you will notify Fortrade promptly of any changes to such information;

5.1.4 you shall make ongoing disclosure to Fortrade of any matters that may affect the operation of this Agreement or of your ability to pay Margin Calls or to remain solvent;

5.1.5 you shall provide Fortrade with information as we may require to enable Fortrade to satisfy our regulatory and legal obligations, including any information relating to anti-money laundering, anti-terrorist financing and anti-bribery and corruption.

5.1.6 where we have provided you with a Key Information Document as required under the FCA Rules, you agree to the provision on such Key Information Document via the Fortrade Website and that you have read the Key Information Document before making an Order in the product; and

5.2 That you are at least eighteen years old.

5.3 You acknowledge that we will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by you.

6) Data Protection and Confidentiality

6.1 You acknowledge that by opening an account, you will provide Personal Data to Fortrade. We treat that Personal Data appropriately and lawfully in compliance with the Data Protection Legislation to the extent applicable. For the purpose of the Data Protection Legislation, we are the Data Controller. Accordingly, any information supplied to Fortrade that constitutes Personal Data for the purposes of the Data Protection Legislation (including any sensitive Personal Data) will be processed in accordance with our Privacy Policy available on the Fortrade Website.

6.2 We will only process the Personal Data for which you have given consent and is necessary for providing the Service and we will use reasonable precautions to maintain the confidentiality of information we receive from you, and the material and data you provide, create, input or develop in connection with your use of the Services. Nonetheless, because such information, material and data may be provided through phone, email or otherwise, you acknowledge and agree that we cannot assure that such information, material or data will remain confidential.

6.3 When necessary for Fortrade to share Personal Data for the performance of this Agreement, you accept the risk of a third party receiving confidential information concerning you and expressly release Fortrade from responsibility for any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from you intended to be provided to Fortrade or from Fortrade intended to be provided to you. You will remain entirely responsible and liable for any such claim.

6.4 You acknowledge and agree that we may disclose Personal Data relating to you (including, without limitation, your name and other personal and financial information relating to you) where the processing is essential for the performance of this Agreement to our employees, representatives, officers, agents, subcontractors, service providers, affiliates, subsidiaries, and parent companies. In other cases, disclosing Personal Data to governmental agencies, entities, or bodies (including, without limitation, the FCA), regulatory or self-regulatory authorities to protect your interests or to comply with the applicable law and regulation may be necessary.

6.5 You have the right to request information on your Personal Data that we hold and process. However, we reserve the right to refuse unfounded or excessive requests made by you.

7) Intellectual Property

7.1 We hereby grant you (and in respect of third-party providers, only to the extent we are permitted to do so) a temporary, non-exclusive, non-transferable licence to use the software, data and information obtained through, downloaded from or provided by Fortrade (including without limitation the Online Platform) for the sole and exclusive purpose of receiving the Services.

7.2 You agree that we are the sole owner (except to the extent owned by third-party licensors, including any associated companies) of all rights, titles and interests in the Online Platform and any information or data generated by the Online Platform.

7.3 You shall not enter into commitments for or in the name of Fortrade, represent yourself as being affiliated with, or authorised to act for Fortrade or, save as explicitly permitted in this Agreement, use our Intellectual Property for any purpose whatsoever.

7.4 You shall take all reasonable steps to ensure that no computer viruses or malware are introduced into the Online Platform.

8) Operation of Trading Account

8.1 Security and account authentication

8.1.1 You are responsible for setting your own password in accordance with the instructions that we will provide to you, as well as protecting your credentials and you agree that you will not disclose these details to any person not duly authorised by you.

8.1.2 You must notify Fortrade immediately if you know or suspect that any person has accessed or may access your account, or any information you hold in your account, without your permission. Unless you notify Fortrade otherwise, we will treat any activity or communication made via the Online Platform as having been authorised by you and you may be liable for such activity up to the point of notification. We may need you to change or reset your password from time to time and we will notify you if this is required. You may also request that we reset your password.

8.2 Acceptance of Trade Terms

8.2.1 You may place Orders with Fortrade via the Online Platform or by such other means as we may from time to time specify in writing.

8.2.2 Your placement of an Order with Fortrade constitutes agreement by you to any applicable Trade Terms.

8.2.3 We may accept or decline an Order at our sole and absolute direction.

8.2.4 We will, to the extent permitted by law, notify you of any decision to decline an Order but we are not obligated to provide a reason for the Order being declined.

8.2.5 If we accept an Order, we may execute all or part of the Order and enter into a Trade by the Trade Terms, together with the terms of this Agreement.

8.3 Margin Deposit

8.3.1 Before accepting an Order, we will, depending on the market involved, require a deposit of between 3.33% and 20% of the Order's value in respect of any anticipated or existing Open Positions that you have or will have with Fortrade to be paid by you to Fortrade (the "**Margin Deposit**") unless:

8.4 Forced Liquidation and Close-Out Level

8.4.1 You must maintain sufficient Margin Deposit (as determined by Fortrade at its sole discretion) in your Trading Account at all times. It is your responsibility to monitor the balance in your Trading Account and ensure that any deposit made by you or on your behalf by certain Authorised Persons is made with adequate time to maintain a sufficient Margin Deposit. Any deposit made to your Trading Account will only be given effect once our systems have credited it to your account and it is shown on our Platform. We cannot guarantee how long this process will take and, subject to clause 16.2, we will not be liable to you for any loss arising as a result of any delay in us crediting any payment to your Account. Fortrade reserves its full rights to close out all or any Open Positions:

8.4.1.1 to the extent required by FCA Rules, if the account balance (taking into account P&L) is equal to or less than 50% of the total Deposit Margin requirement for Client's open Trades; or

8.4.1.2 if we reasonably believe that you may not be able to pay Fortrade any amount when due or that you may be or become insolvent or bankrupt (as applicable).

8.4.2 We shall have the right, at our sole discretion, to determine the mark-to-market value of any Open Position from time to time.

8.4.3. In addition to other remedies available to Fortrade, if you fail to pay an amount when due under this Agreement, we have the right to close out or terminate (by either buying or selling) any or all of your Open Positions.

8.4.4 As a Retail Client you cannot lose more than your invested Capital. If at any time you have a negative cash balance on your Trading Account, we will waive our right to claim the deficit and will return the Trading Account balance to zero (0). Please note, this may not happen immediately.

8.5 Set-Off Against Monies Owed

8.5.1 In addition to other remedies available to Fortrade, if you fail to pay any amount when due under this Agreement, we may set off against such amount any amount payable by Fortrade to you.

8.5.2 We are entitled to set off against any amounts due from you any amounts received from you or on your behalf, including but not limited to monies received as Margin Deposits or Margin Calls. We may determine the application of any amounts to be set off at our discretion.

8.5.3 You may not set off against any amounts due by you to Fortrade, any amounts Fortrade owes to you.

8.6 Delay

Although we will use all reasonable efforts to process a Trade on a timely basis, we shall not, in the absence of gross negligence, wilful misconduct or fraud, be responsible or liable for delays, damages, failures or errors in the completion of the Trade.

8.7 Rates and Prices

Rate and price indications from Fortrade are available via the Online Platform (each an “**Indication**”). An Indication is not binding, and you agree to accept the prices offered by Fortrade when the Trade is executed (which may vary from the price in an Indication).

8.8 Quoting Error

Should an error occur due to a typographical or obvious mistake in a quote or Indication or the reported price of a Trade (a “**Quoting Error**”), we are not liable for any damages, claims, losses, liabilities or costs arising from a Quoting Error. We reserve the right to make the necessary adjustments to correct a Quoting Error. Any dispute arising from a Quoting Error will be resolved based on fair market value, as determined by Fortrade acting reasonably. You must notify Fortrade if you know or suspect a Quoting Error has occurred. Correspondingly, we will notify you as soon as reasonably practicable if a Quoting Error has occurred.

8.9 Base currency and currency conversion

8.9.1 In addition to Sterling, you may select a base currency of either US Dollars or Euros.

8.9.2 You acknowledge that specific Trades may be denominated in other currencies at our sole discretion. This may result in Open Positions and other relevant amounts under this Agreement being notionally converted to your base currency.

8.9.3 When we enter into any Trade or other transactions with or on your behalf which are denominated in a currency other than your base currency, we may carry out any necessary foreign exchange transactions (together with any hedging transactions on a transaction by transaction basis) on the settlement date for the Trade or transaction (rather than the Trade date) at a prevailing rate of exchange as chosen by Fortrade.

8.9.4 Unless otherwise agreed, we will automatically convert any cash, profits, losses, adjustments, fees, charges and other relevant amounts under this Agreement denominated in another currency into your base currency before applying such amounts to the Trading Account.

8.9.5 We may, in our absolute discretion, determine the date, time and rate at which any such currency conversion occurs.

8.9.6 You will be responsible and liable for any commission, charges or other costs incurred by Fortrade in connection with any such currency conversion and you acknowledge that we may receive remuneration from third parties engaged by Fortrade to provide currency conversion services.

9) Online Platform

9.1 In relation to the Online Platform, you confirm that you acknowledge and accept the following:

9.1.1 All transactions must be completed using the logins and passwords allocated to you by Fortrade, and valid entry of such a login and password will constitute an authorisation by you to complete any resulting Trade.

9.1.2 You must keep the logins and passwords secure and confidential. You will advise Fortrade immediately if you have any reason to believe that a login or password allocated to you has not been kept secure and confidential.

9.1.3 You must ensure that no unauthorised person can use the logins and passwords. As part of this obligation, you must ensure that you log off after using the Online Platform.

9.1.4 You will not use the Online Platform in contravention of any laws or regulations or the rules and guidance of the regulatory authorities in any relevant jurisdiction (including, for example, any rules on manipulative trading or other types of market abuse).

9.1.5 We do not permit using the Online Platform for unfair trading activity or otherwise taking advantage of internet delays, which we determine could adversely impact fair and orderly trading on the Online Platform.

9.1.6 We do not permit the use on the Online Platform of any manipulative or abusive behaviour (such as the dissemination of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a CFD or the underlying property or thing), which we determine could adversely impact on fair and orderly trading on the Online Platform.

9.1.7 We may, at any time without notice to you, suspend, withdraw or deny access to the Online Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of this Agreement.

9.1.8 Without limiting any other rights we may have under this Agreement, any Trade which we determine has arisen as a result of acts prohibited under clauses 9.1.4, 9.1.5 or 9.1.6 may, in our absolute discretion, be subject to a price adjustment or be cancelled or invalidated.

10) Instructions

10.1 Any Order or instruction is transmitted at your risk in such manner as may be specified by Fortrade or agreed between you and Fortrade from time to time. We shall not be responsible or liable for any loss suffered because of any instruction not being received by Fortrade (whether transmitted through the Online Platform or not) or not being acted upon.

10.2 You expressly authorise Fortrade to rely and act upon, and treat as fully authorised and binding upon you, any instruction which purports to have been given and which is accepted by Fortrade in good faith as having been provided by you, without further enquiry on the part of Fortrade as to the genuineness, authority or identity of the person giving or purporting to give such instruction.

11) Commission, Charges, Other Costs and Interest

11.1 Our charges and rates (including interest rates) are as provided via the Online Platform. In addition to such charges and rates, you will be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by Fortrade in connection with any Trade or in connection with maintaining our relationship with you.

11.2 We shall additionally be entitled to demand that other extraordinary disbursements and expenses caused by your non-performance are paid separately by you.

11.3 In line with FCA Rules, we may give, receive and share commissions, charges or other remuneration with our associates, introducing brokers or other third parties regarding Trades entered into by you. Details of such payments or sharing arrangements may be set out in the Trade Terms or on relevant Trade confirmations, account statements or other account information. In addition, where it acts as the counterparty to a Trade, Fortrade may benefit from commission, mark-up, mark-down or any other remuneration for which Fortrade will notify you in advance.

11.4 Subject to all regulatory requirements, all amounts due to Fortrade under this Agreement shall, at our option: be deducted from any funds held for you; or be paid upfront by you; or be settled by such other arrangement as may be agreed with you.

11.5 Unless otherwise agreed, no interest shall be payable or due to you on your available Margin or Margin Deposit in a Trading Account. However, you are obliged to pay interest on any outstanding amounts on a Trading Account at such rate as may be notified via the Online Platform from the date payment was due until we receive the payment.

11.6 Under some circumstances, several intermediaries may be involved in a payment transaction and may deduct a charge. The receiving bank may also levy a charge. These charges cannot always be calculated in advance, and you acknowledge that you will be responsible and liable for these expenses. We will not be liable for any losses that result from fees described in this clause being levied.

11.7 We reserve the right to seek reimbursement from you if we receive a charge-back from any credit or charge card issuer or concerning any other payment method for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit or charge card or getting a refund by any other lawful means. Any reimbursement will include all costs and expenses incurred by Fortrade related to the charge-back.

If we receive a chargeback from your credit or charge card issuer or concerning any other payment method for any reason, you acknowledge that we have the right to:

11.7.1. immediately close any of your open Trades, whether at a loss or a profit and liquidate your Trading Account with or without any notice; and

11.7.2. immediately place restrictions on your Trading Account with or without any notice, including (i) the restriction on making deposits using any payment method to your Trading Account, even in cases of Margin Deposit alert(s), (ii) the restriction on requesting withdrawals from your Trading Account, and (iii) the restriction on opening new positions on the Online Platform.. The duration of the restrictions will be set at our discretion.

12) Circumstances Beyond Our Control

12.1 Without limiting any of our other rights under this Agreement, if we determine that a Force Majeure Event has occurred, we may take any number of the following steps:

12.1.1 cease or suspend trading or refuse to enter into any Trades or accept any Orders;

12.1.2 change an Indication;

12.1.3 change your Margin Deposit requirement or immediately require payment of any amounts owed by you;

12.1.4 close, void, or roll over any Open Positions; or

12.1.5 take or omit to take all such other actions as we consider to be reasonable to protect Fortrade and its clients.

12.2 We shall endeavour to notify you of a Force Majeure Event which comes to our attention as soon as reasonably practicable.

12.3 We shall immediately and automatically be discharged from any obligation under this Agreement (including without limitation any obligation arising out of or in connection with any Trade) that it is wholly or partially unable to perform as a direct or indirect result of a Force Majeure Event and we shall not in such circumstances be liable for any losses, damages, costs or expenses howsoever incurred by you.

12.4 If we reasonably determine that a Circumstance is Outside Our Control, we will give you notice of this as soon as it is practicable. We will use all reasonable endeavours to resume the provision of the Online Platform, services and performance of our obligations under this Agreement as soon as possible.

13) Client Money

13.1 Subject to clauses 13.5 and 15.5, any money received by Fortrade from you or held by Fortrade on your behalf will be treated as Client Money as defined by the FCA Rules. This means that any money received by Fortrade from the Client or held by Fortrade on your behalf must be segregated from Fortrade's own money.

13.2 Client Money shall be held in pooled client money bank accounts at selected third part banking institutions as determined by Fortrade in accordance with Client Money Rules. We will keep and maintain books and records of the Client Money held on our clients' behalf. We will provide you with statements of the money that Fortrade holds on your behalf in accordance with the Client Money Rules. Subject to the Client Money Rules, you may request such a statement at any time.

13.3 We may place funds in notice or term deposit accounts with a notice period or term of up to 95 days. Placing Client Money in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from the account, however in the unlikely event of insolvency of Fortrade, such amounts may not be immediately available upon request.

13.4 We will transfer an equivalent amount of money back to you where we consider, in our sole discretion, that the amount of money you have transferred to Fortrade is greater than the amount reasonably required to cover your present and future obligations to Fortrade.

13.5 You acknowledge, unless otherwise agreed, that we do not pay interest on Client Money, and you waive any right you may have to receive interest on Client Money. In the event that we incur interest charges to hold Client Money on your behalf with third-party banking institutions or qualifying money market funds in accordance with the Client Money Rules, you agree that we may charge you for holding Client Money on your behalf. You agree that we will cease to treat any money deducted in this respect as Client Money and that ownership of that money will be irrevocably transferred from you to Fortrade.

13.6 In the event that there has been no movement on your account balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and we are unable to trace you despite having taken reasonable steps to do so, you agree that we may cease to treat your money as Client Money and pay away the money to a registered charity.

13.7 You specifically agree that we may transfer your money to a third party as part of a transfer of all or part of our business. Any sums transferred will be held by that third party either in accordance with the Client Money Rules, or if not be held in accordance with the Client Money Rules, Fortrade will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect the sums.

14) Notice

14.1 Any notice or other instruction in writing required or permitted to be given under this Agreement or for this Agreement (“**Notice**”) shall be in writing and shall:

14.1.1 If to you, be sent by prepaid registered mail, electronic mail or delivered by hand to the address given by you in applying for your Trading Account, or such other address you designate in writing, or by Fortrade posting a Notice to the Fortrade Website; and

- (a) if posted on the Fortrade Website, Notice is deemed to have been given one (1) Day after the Notice was posted on the Fortrade Website; or
- (b) if the Notice was sent to the address of the Client, the Notice is deemed to have been given one (1) Day after the Notice was sent, unless delivered by hand, in which case the Notice is deemed to have been given on delivery.

14.1.2 If to Fortrade, be sent by prepaid registered mail or delivered by hand to the address of Fortrade set out in this Agreement or such other address as Fortrade designates in writing. Such Notice is deemed to have been given one (1) Day after the Notice was sent unless delivered by hand, in which case the Notice is deemed to have been given on delivery.

14.2 Any Notice given or made under this Agreement may also be sent by email if:

- (a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
- (b) the sender keeps an electronic or printed copy of the Notice sent.

14.3 A Notice sent by email will be deemed to have been given on the earlier of:

- (a) receipt by the sender of an email acknowledgement from the recipient’s information system showing that the Notice has been delivered to the email address stated above;
- (b) the time that the Notice enters an information system which is under the control of the recipient; or
- (c) the time that the Notice is first opened or read by an employee or officer of the recipient.

15) Cancellation and Termination

15.1 Subject to clause 15.4, you may cancel this Agreement within fourteen (14) calendar days of the day that Fortrade receives the Client's completed application form. You may cancel this Agreement using the contact details on the Fortrade Website. Following a valid notice of cancellation, we will return any money that you have transferred to us. You may, however, still close your Trades and your Account in accordance with the Agreement. If you do not exercise your right to cancel within the fourteen (14) calendar days, you will still be entitled to terminate this Agreement under clause 15.2.

15.2 You may close any of your Trading Accounts by giving us Notice in writing which will usually take effect up to one (1) Day after it is received by us. If you do not cancel any pending Orders, close any Trades on the Trading Account or withdraw any money due to you before giving us such Notice, we will cancel any pending Orders and close any Trades as soon as possible after we receive your Notice and then attempt to return any money due to you, but there may be a delay in doing so.

15.3 We may close any Trading Account by giving you Notice in writing. Subject to clause 15.4, this will take effect on the date specified in such notice being no less than ten (10) Days after the date of the Notice. Unless our Notice of termination specifies otherwise and/or [we have set the Trading Account to 'unauthorised to trade'], you will be allowed to cancel any pending Orders and/or close any Trades during the time between:

15.3.1 when we give you the Notice; and

15.3.2 when the Trading Account is due to close in accordance with the Notice. If you do not do this or giving you Notice is not possible, we will cancel any pending Orders and close any Trades on the Trading Account and then attempt to return any money due to you.

15.4 The parties agree that subject to clause 15.5, neither cancellation nor termination will affect the completion of Trades initiated before the date the cancellation or termination becomes effective. Neither cancellation nor termination will affect the parties' accrued rights, indemnities, existing commitments or any other contractual provision intended to survive termination of this Agreement.

15.5 If we are made aware of or have reason to believe any of the following:

15.5.1 that you are in breach, have breached or are intending to breach any provision of this Agreement, including but not limited to the improper use of the Online Platform under clause 9.1;

15.5.2 that you are using or are intending to use the Services for illegal purposes;

15.5.3 that you are insolvent, bankrupt or otherwise unable to pay your debts as they fall due;

15.5.4 any sum due to Fortrade from you has not been paid as requested;

15.5.5 that you have provided false or misleading information to Fortrade;

15.5.6 that you have participated or are participating or have assisted or are assisting in money laundering, terrorist financing, bribery or corruption;

15.5.7 that you are being officially investigated by law enforcement or regulatory agencies;

15.5.8 that any of the Representations and Warranties made by you under clause 5 of this Agreement become incorrect or misleading in any material respect, as determined by Fortrade; or

15.5.9 that you die or become of unsound mind or capacity, as far as it is relevant to this Agreement, are otherwise impaired,

we may terminate this Agreement or set an Account to 'close only' or 'unauthorised to trade with less than ten (10) Days' notice, including immediately. We will take these actions the Trading Account at the time and in the manner specified in the Notice.

15.6 Unless otherwise agreed, this Agreement will automatically terminate following the closure of all of your Accounts by you or Fortrade. When you or we close a Trading Account and/or the Agreement terminates we may exercise any right that we have to make a deduction or set-off amount you owe to Fortrade.

16) Limitation of Liability

16.1 We shall not be responsible or liable to you under any circumstances for any indirect or consequential loss or related expenses (including any loss of profits) incurred by you as a result of your use of the Services.

16.2 We shall only be responsible or liable to you for any direct loss incurred by you as a direct result of our negligence, wilful default or fraud.

16.3 Nothing in this Agreement is intended to limit or exclude our liability or responsibility to you for death or personal injury, for our wilful default or fraud, for any breach under the regulatory system (as defined in the FCA Rules), or for any other liability that cannot lawfully be excluded or limited.

17) Indemnity

17.1 You shall indemnify and hold Fortrade harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your negligence, mistake or wilful misconduct, the violation of any law by you, any infringement of our Intellectual Property or the Intellectual Property of any third party and/or the breach by you of any provision of this Agreement (i.e. you will remain entirely responsible for any losses incurred by Fortrade and you will immediately repay such losses to Fortrade when demanded to do so by Fortrade).

17.2 You also agree to promptly pay Fortrade for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Fortrade in the enforcement of any of the provisions of this Agreement.

18) Complaints and Compensation

18.1 In the event of a complaint regarding the Services, you may write to our Compliance Officer at compliance@fortrade.com or by post at Michelin House, 81 Fulham Rd., London SW3 6RD. Details of our Complaints Procedure are available on the Fortrade Website.

18.2 We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If having gone through our Complaints process you are dissatisfied with our handling and/or findings in relation to your complaint or dispute, you may be able to refer your complaint to the UK Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE, Tel: 0800 023 4567, email: complaint.info@financial-ombudsman.org.uk) and website: <https://www.financial-ombudsman.org.uk/>.

18.3 Your Trading Account may be covered by the Financial Services Compensation Scheme. However, this protection may only be available to certain types of clients and may be subject to value limits.

18.4 Information on the limits of compensation to that you may be entitled if you are eligible to claim compensation and other important information on the compensation scheme can be found at www.fscs.org.uk, and by contacting the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph St, London EC3A 7QU, Tel: 0800 678 1100, website: <https://www.fscs.org.uk/>.

19) Conflicts Of Interest

19.1 You acknowledge that Fortrade or other persons or companies connected with it may have an interest, relationship or arrangement in relation to any transaction or Trade, which may give rise to a conflict of interest with your interests or our duties to you.

19.2 As an investment firm we are required to take all appropriate steps to identify conflicts of interests between Fortrade and its clients, or between one client and another, that arise while providing investment services.

19.3 Our Conflict of Interest Policy describes the general character and background of conflicts of interest and the conflicts of interest that have been identified that may arise. How such conflicts of interest will be avoided and, where necessary, managed. For example, as we provide several services to a wide range of clients, there may be times when there is a conflict between our interests and the duty that we owe to a customer or a conflict between the differing interests of two or more of our customers, to whom in each case we owe a duty to act in each of their best interests. A summary of our Conflicts of Interest Policy is available on the Fortrade Website.

20) General Terms

20.1 Any rights or obligations that you may have under this Agreement shall not be assigned, novated, transferred, sold, or otherwise conveyed to any other person except with our prior written consent. We may transfer or delegate any of our rights and/or obligations under this Agreement, which may involve transferring any Client Money balance held by us on your behalf, to any person, provided we act in accordance with Applicable Law. We shall use reasonable endeavours to provide you with not less than thirty (30) calendar days' notice of such transfer or delegation, although we reserve the right to do this with immediate effect in which case we will inform you about the transfer or delegation as soon as reasonably practicable. Where we transfer or delegate any of our rights or obligations under this Agreement to any person, we may provide that person with any information relating to you that they may reasonably require.

20.2 The terms of this Agreement and any transactions under it may be varied or amended by Fortrade at any time by written Notice to you which will be at least ten (10) Days after we send

our Notice to you. We may give you less than ten (10) Days' Notice if the amendments to this Agreement are required in order to comply with laws or regulatory requirements or where you expressly accept amendments in writing at our request. If you do not accept the amendment, you will be free to close your Account and/or terminate the Agreement in accordance with clause 15 before the amendment takes effect. Any other amendments must be agreed to in writing between Fortrade and the Client.

20.3 A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.4 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties nor constitute either party the agent of the other for any purpose. Neither party shall have the authority to act as an agent for, or to bind, the other party in any way.

20.5 In the event of any inconsistency between this Agreement and any other contracts or documents exchanged and executed between you and Fortrade, this Agreement shall prevail to the extent of the inconsistency. This Agreement is drafted in the English language. Accordingly, if this Agreement is translated into any other language, the English language version shall prevail.

20.6 If any court or competent authority finds that any provision of this Agreement (or part of a provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, illegal or unenforceable or invalid provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.7 A person not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Notwithstanding this, our claims against you under this Agreement may be assigned to third parties that may independently assert these claims against you.

20.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the law of England and Wales.

20.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Professional Clients

The additional terms set out in this Schedule 1 are only applicable clients that Fortrade has categorised as ‘elective Professional Clients’ or ‘per se Professional clients’.

Where a term or condition of this schedule conflicts with a term or condition in the body of this Agreement, the term or condition in this schedule shall prevail. References to paragraphs are to paragraphs in this Schedule 1 and reference to clauses are to the clauses in the main body of this Agreement.

1) Margin Deposit

1.1 Before accepting an Order, we will require a deposit of between 3.33% and 20% of the Order’s value in respect of any anticipated or existing Open Positions that you have or will have with Fortrade to be paid by you to Fortrade (the “**Margin Deposit**”) unless:

1.1.1 we have expressly notified you that your account type allows for longer payment periods for Margin Deposits, in which case you must pay the Margin Deposits in accordance with the payment periods that we have informed you, provided always that any credit or other limits placed on your dealings with Fortrade are not exceeded;

1.1.2 we have expressly agreed to reduce or waive all or part of the Margin that we would otherwise require you to pay in respect of a Trade. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing (including by email) by Fortrade in order to be effective. Any such agreement does not limit or restrict our rights to seek further Margin from you in respect of the Trade at any time thereafter; or

1.1.3 we have agreed otherwise (any such agreement must be made in writing (including by email) by Fortrade in order to be effective), in which case you will be required to comply with such terms as stated in such written agreement.

1.2 You have a variation Margin obligation to Fortrade and are required to ensure that at all times during which you have open Trades, your Trading Account balance, considering all realised P&L, is equal to at least the Margin Deposit that we require you to have paid for all open Trades. If there is any shortfall between the Trading Account balance (taking into account P&L) and the total Margin Deposit requirement, you will be required to deposit additional funds.

2) Professional Client Representations and Warranties

2.1 If the Client is a company, firm, corporate or other legal person, in addition to the representations and warranties contained in clause 5.1, it also represents and warrants that it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all transactions made or to be made under this Agreement. In any case, this Agreement and such transactions are and will constitute legally binding and enforceable obligations of the Client.

2.2 If the Client is acting in its capacity as trustee of a trust, in addition to the representations and warranties contained in paragraph 2.1 above and clause 5.1, it also represents and warrants that:

2.2.1 the relevant trust instrument is valid and complies with all applicable laws;

2.2.2 the Client is adequately appointed as the sole trustee of the trust;

2.2.3 the Client has a right of indemnity from the trust assets in respect of this Agreement and the transactions contemplated by it;

2.2.4 the Client will comply with its duties as trustee of the trust;

2.2.5 the Client will not do anything which may result in the loss of its right of indemnity from the trust assets;

2.2.6 the Client will remain the sole trustee of the trust;

2.2.7 if despite the above, the Client is replaced or joined as trustee, the Client undertakes to procure that the new trustee shall be bound by this Agreement and any other Agreement relating to a transaction contemplated by this Agreement to which the Client is expressed to be a party, or by a document which is identical in effect;

2.2.8 the Client will not resetttle, set aside or distribute any of the assets of the trust without Fortrade's written consent unless compelled to do so by the trust instrument; and

2.2.9 the Client will not amend or vary the trust instrument without Fortrade's written consent.

2.3 If the Client is acting in its capacity as trustee of a trust but is not the sole trustee of the trust, it is a requirement that every trustee agrees in writing to be bound by the terms of this Agreement and by any transactions entered into in connection with this Agreement before Fortrade will provide Services to the Client.

2.4 If the Client is comprised of two or more legal persons, then a reference to a right or obligation of the Client under this Agreement or a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

3) Operation of Professional Trading Account

3.1 Authorised Users

3.1.1 The Client shall provide Fortrade with a list of individuals who the Client has notified Fortrade has authority to Trade on the Client's account and Fortrade has agreed to accept Orders from on the Client's behalf ("**Authorised Users**"). The Client shall immediately notify Fortrade when any new individual becomes an Authorised User, or any existing Authorised User is no longer entitled to be an Authorised User. Upon Fortrade receiving Notice of any such change in Authorised Users, it shall be deemed effective within one (1) Day. The notice shall not affect any Trades already executed or Orders already placed.

3.1.2 The Client agrees to remain responsible and liable for any loss incurred by an Authorised User entering into any Trade or other transaction contemplated under this Agreement.

3.1.3 Until Fortrade receives a Notice to the contrary, which becomes effective by paragraph 3.1.1, Fortrade may continue to assume that all existing Authorised Users have the authority to execute legally binding transactions with Fortrade. Accordingly, all instructions given and accepted by an Authorised User will be deemed instructions authorised by the Client and binding upon the Client.

3.2 Credit Limits

3.2.1 The Client acknowledges and agrees that:

3.2.1.1 Fortrade may grant specific clients a “**Credit Limit**”. A Credit Limit is a pre-agreed amount of the relevant currency set by Fortrade at its sole and absolute discretion that can be used to offset against the value of any Open Positions or unsettled Trades;

3.2.1.2 if the negative mark-to-market value of an Open Position is approaching or has exceeded the Client’s Credit Limit, Fortrade reserves the right to Margin Call the Client in an amount entirely at its discretion;

3.2.1.3 Fortrade may set the Credit Limit at its sole and absolute discretion; and

3.2.1.4 any Credit Limit set by Fortrade may be reduced, varied or withdrawn immediately and at any time.

3.2.2 The Client acknowledges that if Fortrade acts on an instruction which would result in a Credit Limit being exceeded:

3.2.2.1 Fortrade is not obliged to advise the Client that the Credit Limit will be exceeded;

3.2.2.2 the Client will continue to be responsible and liable to Fortrade for all amounts, including those that exceed the Credit Limit; and

3.2.2.3 Fortrade is not obliged to act upon any subsequent instruction where a Credit Limit might be exceeded.

3.3 Authorisation Limits

Fortrade may, at its discretion, impose an authorisation limit on the Client or one or more Authorised Users at any time. Such authorisation limit may include a limit on the number, size or value of Orders that can be submitted or remain outstanding at any time or of any or all Open Positions.

3.4 Margin Deposit

3.4.1 Before accepting an Order, Fortrade will require a Margin Deposit of between 3.33 and 20% of the Order’s value in respect of any anticipated or existing Open Positions that the Client has or will have with Fortrade to be paid by the Client to Fortrade unless:

3.4.1.1 the Client has been categorised as a Professional Client and Fortrade has expressly notify the Client that it has an account type that allows for longer payment periods for Margin Deposits, in which case the Client must pay the Margin Deposits in accordance with the payment periods that Fortrade has advised the Client, provided always that any credit or other limits placed on your dealings with Fortrade are not exceeded;

3.4.1.2 the Client has been categorised as a Professional Client and Fortrade has expressly agreed to reduce or waive all or part of the Margin that Fortrade would otherwise require the Client to pay Fortrade in respect of a Trade. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing (including by email) by Fortrade in order to be effective. Any such agreement does not limit or restrict Fortrade rights to seek further Margin from the Client in respect of the Trade at any time thereafter; or

3.4.1.3 the Client has been categorised as a Professional Client and Fortrade has agreed otherwise (any such agreement must be made in writing (including by email) by Fortrade in order to be effective), in which case the Client will be required to comply with such terms as stated in such written agreement.

3.4.2 Where Fortrade has categorised the Client as a Professional Client, the Client also has a variation Margin obligation to Fortrade to secure that at all times during which it has open Trades, the Client ensures that the Trading Account balance, considering all realised and/or unrealised P&L, is equal to at least the Margin Deposit that Fortrade requires the Client to have paid for all of open Trades. If there is any shortfall between the Trading Account balance (taking into account P&L) and the total Margin Deposit requirement, the Client will be required to deposit additional funds.

4) Online Platform use by Authorised Users

4.1 In relation to the Online Platform, the Client confirms and accepts the following:

4.1.1 All transactions must be completed using the logins and passwords allocated to the Client by Fortrade, and valid entry of such a login and password will constitute an authorisation by the Client to complete any resulting Trade irrespective of whether or not an Authorised User enters the login and password.

4.1.2 The Client must keep the logins and passwords secure and confidential. The Client must also ensure that each Authorised User to whom a login and password are provided will keep them safe and confidential. The Client will advise Fortrade immediately if the Client has any reason to believe that a login or password allocated to the Client has not been kept secure and confidential.

4.1.3 The Client must ensure that no unauthorised person can use the logins and passwords. As part of this obligation, the Client must ensure that the Client and each Authorised User log off after using the Online Platform.

5) Instructions

5.1 Any Order or instruction is transmitted at your risk in such manner as may be specified by Fortrade or agreed between you and Fortrade from time to time. We shall not be responsible or liable for any loss suffered because of any instruction not being received by Fortrade (whether transmitted through the Online Platform or not) or not being acted upon.

5.2 You expressly authorise Fortrade to rely and act upon, and treat as fully authorised and binding upon you, any instruction which purports to have been given and which is accepted by Fortrade in good faith as having been provided by you, without further enquiry on the part of Fortrade as to the genuineness, authority or identity of the person giving or purporting to give such instruction and notwithstanding any communication you may have made or may make to Fortrade purporting to limit the persons from whom Fortrade may accept instructions unless such limitations have been agreed between the parties in writing.

5.3 Notwithstanding clauses 10.1 and 10.2, Fortrade may require, and the Client agrees to provide, evidence of any such authority provided to any person acting, or purporting to act, for the Client or on the Client's behalf (including without limitation Authorised Users). The Client will be responsible for and bound by all Orders, Trades, contracts, obligations, costs and

expenses entered into or assumed by Fortrade on the Client's behalf in consequence of or in connection with such instructions.

6) Data Protection and Confidentiality of Authorised Users

6.1 The Client acknowledges and agrees that Fortrade may disclose Personal Data relating to the Client or an Authorised User (including, without limitation, the name of the Client or Authorised User and other personal and financial information relating to the Client or Authorised User) where the processing is essential for the performance of this Agreement to its employees, representatives, officers, agents, subcontractors, service providers, affiliates, subsidiaries, and parent companies. In other cases, disclosing Personal Data to governmental agencies, entities, or bodies (including, without limitation, the FCA), regulatory or self-regulatory authorities to protect your interests or to comply with the applicable law and regulation may be necessary.

7) Collateral

7.1 Fortrade may, from time to time, require the Client to provide money or assets to Fortrade as collateral or security for any or all of the Professional Client's obligations under this Agreement, including the extension of credit by Fortrade to the Professional Client and the margining of transactions ("**Collateral**"). The Client acknowledges and agrees that, where permitted by applicable law or regulation, title to any such Collateral shall transfer to Fortrade and that Fortrade shall not, therefore, treat such Collateral as Client Money or Client Assets under the Client Money Rules. The Client further acknowledges that in such circumstances, it will not be afforded any Client Money or Client Asset protection about such Collateral and would rank as a general creditor of Fortrade in respect of such Collateral in the event of our insolvency.

8) Professional Client Money

8.1 In order to provide Services to the Client, Fortrade may request that the Client enter into a title transfer collateral arrangement (a "**TTCA**") whereby the Client will agree that it does not require money which is transferred by the Client to Fortrade to be treated as Client Money. The TTCA must be in Fortrade's agreed form and signed by the Client.

8.2 Where paragraph 8.1 applies, the Client's money will not be segregated by Fortrade and may be used by Fortrade during its business. The Client will not have a proprietary claim over such money and will rank as a general creditor of Fortrade. By placing money with Fortrade under a TTCA, the Client agrees that all money placed on the Trading Account are done so in anticipation of a Trade and therefore have the purpose of securing or covering Client's present, future, actual, contingent, or prospective obligations to Fortrade. The Client should not place any money with Fortrade that is not for the purpose of securing or covering the Client's present, future, actual, contingent, or prospective obligations to Fortrade.

Schedule 2 – Swap Free (Sharia Law Compliant) Account Type

This Schedule 2 sets out the additional terms that apply to Swap Free Accounts only.

1) Swap Free account terms and conditions:

1.1 “**Swap**” means the overnight charge/credit amount for an open position. The amount reflects the interest rate difference between the central banks (based on market rates and spreads) of the two assets involved. Swaps are credited or debited once for each day of the week, with the exception of Wednesday, on which they are credited or debited 3 times their regular amount. The Swap charge is accrued daily at 20:59 GMT. For more information on the calculation of Swap charges please see [webpage link] on the Fortrade Website;

1.2 “**Swap Free Account**” means a trading account without any rollover interests on overnight positions. A Swap Free Account does not credit or debit Swaps in respect of any Trades.

1.3 Swap free accounts are to be used in good faith and you may not use the Swap Free account to make profits from Swaps or to not pay Swaps.

1.4 You may not request the payment of any Swap amounts that have been lost as a result of converting your account into a Swap Free Account,

1.5 We reserve the right to void a Swap Free Account without having to provide reasoning for this. If we think that a Swap Free Account is being abused by taking advantage of not paying Swaps, in the form of, but not limited to fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity, then we reserve the right to take immediate action in the form of:

1.5.1 Revoking the Swap Free Account privilege to all live trading Accounts that are under suspicion of exploitation;

1.5.2 Correction and recovery of accrued Swaps and related accrued interest expenses and/or costs pertaining to all of your Swap Free Accounts for the period that the Accounts were converted into Swap free status;

1.5.3 Termination of our Agreement with you; and

1.5.4 Invalidating all Trades carried out on your Swap Free Accounts and, cancelling any profits earned on your Swap Free Accounts.