

TRADING POLICIES AND PROCEDURES

1. Purpose

Trading Policies and Procedures are an integral part of the Client Agreement. It is the Client's responsibility to carefully read these Trading Policies and Procedures and to inform AGM Markets (hereafter 'the Company') of any questions or objections that the Client may have regarding them before entering each and every transaction. The Client agrees, represents, warrants and certifies that he/she understands and accepts the Company's Trading Policies and Procedures, as set forth here and as may be amended from time to time by the Company, in its sole discretion, and the Client agrees to comply with it.

2. Policies and Procedures

2.1. Trading Hours

All references to the Company's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. The Company normally provides access for trading CFDs and Spot FX Contracts via the Online Trading System from 21:00 GMT on Sunday to 21:00 GMT on Friday. Please refer to our ["Spreads & Swaps"](#) for additional information. The Company reserves the right to suspend or modify its trading hours at any time and on such an event will inform the Client in advance on a best efforts basis of any changes in its trading hours. Following submission of an order, it is the sole responsibility of the Client to remain available for order and fill confirmations, and other communications regarding the Client's account until all open orders are completed. Thereafter, the Client must monitor his/her account frequently when there are open positions in the account.

2.2. Best Execution

The Company is required to take all reasonable steps to obtain the best possible result when executing the Client orders. The Company is required to have an execution policy and to provide the Clients with appropriate information in relation to the execution policy. Where the Client places orders with the Company, the execution factors that are considered and their relative importance is as set out below:

1. **Price.** The relative importance we attach is “high”.
2. **Costs.** The relative importance we attach is “high”.
3. **Speed.** The relative importance we attach is “high”.
4. **Likelihood of execution and settlement.** The relative importance we attach is “high”.
5. **Size.** The relative importance we attach is “high”.

The Company may act as the principal or the agent to the orders Client places with it. The Company, when executing an order, on its sole discretion determines execution venue to obtain the best possible result.

2.3. Orders

All orders shall be placed through the AGM Online Trading System or by telephone to the Company’s Dealing Room. Telephone orders are accepted in the sole discretion of the Company.

The types of orders the Company accepts include, but not limited to:

- a. **Good till canceled (“GTC”)** - an order (other than a Market Order), that by its terms is effective until filled or canceled by the Client. GTC orders are not automatically canceled at the end of the business day on which they are placed.
- b. **Limit** - an order (other than a Market Order) to buy or sell the identified market at a specified price. A Limit Order to buy generally will be executed when the Ask Price equals or falls below the Bid Price that the Client specifies in the Limit Order. A Limit Order to sell generally will be executed when the Bid Price equals or exceeds the Ask Price that the Client specifies in the Limit Order.
- c. **Market** - an order to buy or sell the identified market at the current market price that the Company provides either via the Online Trading System or over the telephone through one of the dealers. An order to buy is executed at the current market Ask Price and an order to sell is executed at the current market Bid Price.
- d. **One cancels the other (“OCO”)** - an order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.
- e. **Stop Loss** - a Stop Loss Order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the

Stop Loss Order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the Stop Loss Order and as such, Stop Loss Orders are not guaranteed to take effect at the price for which they are set.

- f.* **Trailing Stop** - a Trailing Stop is the same as a Stop Loss Order with the only difference being that, instead of setting a price at which the order is activated, the Trailing Stop Order is activated at a fixed distance from the market price. For example, if the Client has purchased a long open position and the market Ask Price increases, the Trailing Stop price will also increase and will trail behind the market Ask Price at the fixed distance set by the Client. If the market Ask Price then decreases, the Trailing Stop price will remain fixed at its last position and if the market Ask Price reaches the Trailing Stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the Trailing Stop Order and as such, Trailing Stop Orders are not guaranteed to take effect at the fixed distance for which they are set.

2.4. One Click Order Entry/One Click Execution of Market Orders.

- a.* **Electronic order entry for market orders equals order execution.** To enter an online order, the Client shall access the Markets window, then click on “BUY/SELL” for the relevant market. A new window will appear in which the Client enters the price and lot size. The order is filled shortly after the Client hits the “OK” button provided the Client has sufficient funds in his account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.
- b.* **One-click trading.** To use one-click trading, the Client shall go to the “Settings” menu and choose “View and Edit”. The Client shall check the “One-Click Trading” box. To enter an online order with one-click trading, the Client shall access the Markets window and enter the price and lot size. The order is filled shortly after the Client clicks the “BUY/SELL” button provided the Client has sufficient funds in his account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties. One-click trading can also be used when closing positions.
- c.* **Immediate execution of orders through the Company’s Dealing Room.** Orders executed over the telephone with the Company’s Dealing Room are completed when the Company’s telephone

operator says “deal” or “done”. At that point the Client has bought or sold and cannot cancel the order. When placing orders through the Company’s Dealing Room, the Client acknowledges and agrees to such immediate execution and accepts the risk of trading in this way.

- d.* **Order cancellation.** Non-market orders may be cancelled via the AGM Online Trading System. However, there is no guarantee that the Client will be able to cancel an order before it has been executed and the Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.
- e.* **Terms of acceptance for orders.** It is the Client’s sole responsibility to clearly indicate the terms of an order when entered, whether it is a Market Order, Limit Order, Stop Loss Order or any other type of order, including the relevant price and lot size. The Client acknowledges and agrees that, despite the Company’s best efforts, the price at which execution occurs may be materially different to the price specified in the Client’s order. This may result from sudden price movements in the underlying market that are beyond the Company’s control. The Company shall have no liability for failure to execute orders. The Company shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where the Client’s account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.
- f.* **Confirmation of execution.** Transactions executed online will be confirmed online in the “Open Positions” window and deal blotter in the dealing console, which is updated online as each transaction is executed. Telephone orders are confirmed orally and online in the deal blotter and “Open Positions” window immediately once the order is executed. Confirmation of execution and statements of accounts for the Client shall be deemed correct, conclusive and binding upon the Client. However, in case any discrepancies found by the Client, they should be reported by e-mail to the Company within twenty four (24) hours following the confirmation. If orders were placed by telephone such report must be confirmed in writing within five (5) days after the day discrepancies were reported via e-mail. In cases where the prevailing market represents prices different from the prices posted by the Company, it will attempt, on a best efforts basis and in good faith, to execute Market Orders on or close to the prevailing market prices. This may or may not adversely affect the Client’s realized and unrealized gains and losses.

2.5. Client Accounts and Initial Deposits

- a.* **Documents.** Before the Client can place an order with the Company, he/she shall read and accept the Client Agreement, including these Trading Policies and Procedures, the Risk Disclosure Statement, the Order Execution Policy and all other applicable policies. The Client shall complete the Online Client Registration Form accompanying with all required documents for account activation. Upon the approval of the registration, the Client will be notified by e-mail. The Company may, in its sole discretion, request, in addition to online acceptance of the Client Agreement, the Client to complete and to submit any signed documents required by the Company, including but not limited to the Client Agreement and Risk Disclosure Statement.
- b.* **Currency of Accounts.** All Account balances will be calculated and reported only in U.S. Dollars, Euros or British Pounds.

2.6. Margin Requirements

The Client shall provide and maintain margin in accordance with the terms of the Client Agreement to secure the Client's obligations to the Company. Margin includes required margin for open positions, which is based on (i) the opening margin requirement; (ii) the minimum margin requirement; (iii) the market value of open positions; and (iv) any additional amount as the Company, in its sole discretion, believes is prudent to require. The Client shall maintain the minimum margin requirement on their open positions at all times. Margin requirements shall be as published on the Company's [website](#). The Company has the right to liquidate any or all open positions whenever the minimum margin requirement is not maintained.

2.7. Margin Calls

The Company maintains the right to liquidate the Client's positions as set out above and is under no obligation to make calls for margin. However, the Client will receive an automatic margin call notification when logged in to the Online Trading System, if the account equity in the Online Trading System equals to or falls below 100% of the minimum margin needed to open the position(s) held (the minimum margin needed to open position(s) is referred to in the Online Trading System as 'Used Margin'). In addition, the Company may contact the Client and request the Client to deposit additional collateral to secure the Client's obligations to the Company. Any call for additional margin without

exercising the rights to liquidate the Client's positions shall not be deemed precedent for future calls act as a waiver of liquidation rights by the Company.

The Company may allow the Client to maintain open positions even if the Client has not met one or more margin payment which is/are due, in the Company's sole discretion and upon approval by the Risk Committee.

2.8. Liquidation Level

Subject to all additional rights of the Company under the Client Agreement, in the event that the liquid funds in the Client's account should, at any time equal or fall below 10% of the Used Margin for Client's account in the aggregate, the Company will have the right but not the obligation to close any part of or all of Client's open positions. Any failure by the Company to enforce its rights hereunder shall not be deemed as a waiver of such rights by the Company. The Company may contact the Client via the means designated by the Client to make a call for margin in order to secure Client's obligations to the Company but is not obliged to do so. Any call for margin without exercising the rights to liquidate Client's positions shall not be deemed a precedent for future conduct and the Company maintains the right to liquidate the Client's positions without calling margin.

2.9. Withdrawals

Payments from the Client's account require a withdrawal request form signed by all required account holders and submitted in writing to the Company. The withdrawal process requires a minimum of three (3) Business Days from receipt of the withdrawal request to the issuance of payment. The Company will transfer any funds owing to the Client to his/her nominated bank account. Only funds owing to the Client and not being utilized for margin purposes or any other obligations to the Company may be withdrawn. If a withdrawal request is for funds in excess of those funds that are available for withdrawal, the Company will not comply with the request and the Client will be notified accordingly.