



# TERMS & CONDITIONS

**4xcm.com**  
• YOUR GATEWAY TO CAPITAL MARKETS •



## **Terms and Conditions**

### **1. Introduction**

1.1 4XCM hereinafter referred to as the “Company” or “4XCM.COM”

1.2 These Terms and Conditions govern all actions in regards to the execution of the Customer’s Instructions and Requests.

1.3 The Customer acknowledges that the Company’s official language is English.

1.4 These Terms and Conditions specify:

- a) principles of opening/closing positions and placing/modifying/deleting/executing Orders;
- b) the Company’s actions in regard to the Customer’s Open Positions in case the Margin Level of the Trading Account is insufficient to support Open Positions; and
- c) procedures of Dispute resolution and the methods of communication between the Customer and the Company.

1.5. These Terms of Condition and the Customer shall govern all the Customer’s Transactions and should be read carefully by the Customer.

1.6. Unless otherwise defined, capitalized terms used in Terms and Conditions shall have the meaning given to such terms in the Customer Agreement. In addition, the definitions set out in clause 12 (“Interpretation of Terms”) shall apply.

1.7 The Customer acknowledges that he/she has read, understood and accepted the Customer Agreement, the Order Execution Policy and the Terms and Conditions of Business, as amended from time to time, in addition to any information contained within the Company’s website, including but not limited to the information contained within the ‘Legal Information’ and the ‘Legal Documentation’ sections (together, the ‘Service Agreement’).

### **2. Scope and Application of the Trading Terms and Conditions**

2.1. The Terms and Conditions of Business apply to all the actions that are directly related to the investment and ancillary services provided by the Company.

2.2. The Terms and Conditions of Business lay out the framework of the Service Agreement and the nature of the investment services provided by the Company. They cannot be negotiated, or be overruled by, any prior agreements or arrangements made between the Company and the Customer.

2.3. The Service Agreement governs the relationship between the Company and the Customer and provides the necessary information to the Customer prior to making a decision in regards to the Company and its services.

2.4. The Service Agreement will commence on the date on which the Customer receives such notice from the Company via email and not until all documentation required has been duly completed by the Customer and received by the Company.

### 3. General Terms

#### Execution of the Customer's Requests and Instructions

3.1. Quotation mechanisms, which are used in order to trade, are specified in the Contract Specifications. Client Terminal is:

- a) the Customer prepares an Instruction or a Request and the Client Terminal checks if it is valid;
  - b) the Client Terminal sends the Instruction or Request to the Server;
  - c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction or Request and starts the process of verification;
  - d) a valid Customer's Request or Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted " status appears in the "Order" window in the Client Terminal. The Company shall not be responsible for any delays in the execution of any Orders in Abnormal Market Conditions;
  - e) as soon as a Dealer is ready to handle a new Instruction or Request the Dealer takes the first Instruction or Request from the queue and processes it and the "Order is in process" status appears in the "Order" window in the Client Terminal;
  - f) the Server receives from the Dealer the result of the Customer's Request or Instruction execution process;
  - g) the Server sends the Client Terminal the result of the Customer's Request or Instruction execution process;
- and
- h) the result of the Request or Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.

3.2. The Customer has the right to cancel a previously given Request or Instruction only if the Request or the Instruction has the "Order is accepted" status. In order to cancel it, the Customer shall press the "Cancel order" button. The Customer cannot cancel a Request or Instruction given by an Expert Advisor (EA).

3.3. If the Instruction or the Request is being processed by a Dealer and its status is "Order is in process", the Customer has no right to cancel it.

3.4. Quotes which the Customer receives through the Client Terminal for the Instruments quoted in the Request Execution mode are indicative only. In response to the Request, a Dealer may offer a Quote which differs from these Indicative Quotes.

3.5. The Company at its sole discretion will specify the current market price.

3.6. The amount of time a Dealer needs to execute the Instruction or the Request depends on the quality of the connection between the Client Terminal and the Server, as well as on the Normal Market Conditions. The standby time for each Instruction or Request which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of these Terms of Condition. If during this period of time the Request or the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted. Under Abnormal Market Conditions, the Company reserves the right, in its sole discretion, to reject any Orders for execution.

3.7. In the circumstances listed below, the Company may decline an Instruction or a Request (the “Off quotes” message will appear in the Client Terminal in this case):

- a) if the Instruction or Request precedes the first Quote in the Trading Platform on the Market Opening;
- b) if current Conditions are different from Normal Market Conditions;
- c) if the Customer has made an unreasonable number of Requests in comparison with the number of Transactions.
- d) if the Customer’s Free Margin is less than the Initial Margin.
- e) in any other reasonable case on the Company’s sole discretion.

3.8. Where possible, the Customer shall give Instructions or Requests through the Client Terminal. The Customer shall use the Company's telephone service only in times when it is impossible to use the Client Terminal. The Customer shall follow the rules of “Telephone Trading Etiquette”.

**General Terms Quotes:**

3.9. The Company will recalculate Quotes for all Instruments in real time, based on market conditions and streaming prices/liquidity received from Liquidity Providers, and will periodically send to the Customer some of these Quotes as Market Snapshots.

3.10. Client shall receive quotes through his/her Client Terminal in 4XCM Client Platform. All Quotes shall represent the best possible available Bid and Ask price on the market at the time, as this may be provided by the Company's Liquidity Provider(s).

The Client understands and accepts herein that such quotes, as these may be represented by the Company, are considered correct and valid as provided by the Company's Liquidity Provider(s). The Client further understands and accepts herein that such quotes may vary significantly for the following, but not limited, reasons:

- a) due to the different Client Account Type(s); and/or
- b) due to market prevailing conditions; and/or
- c) due to Over the Counter (OTC) decentralized market(s).

3.11. The Customer acknowledges that:

- a) the Company has the right not to send to the Customer those Quotes that have not changed since the previous Market Snapshot;
- b) the Customer may not receive through the Client Terminal all the Quotes that have been in the Quotes Flow between Market Snapshots; and
- c) Spread is not fixed and will vary depending on market conditions and streaming prices/liquidity received by the Company from Liquidity Providers.

3.12 Negative Balance Protection: The Company ensures that losses will never exceed the total available funds across the Clients’ trading accounts. This shall be done by setting the appropriate margin requirement taking into consideration, Market volatility, Financial Instruments contract size and predetermined events that would affect certain markets.



In addition, the client accepts that the Company reserves the right to immediately terminate the client's access to the trading platform(s) and recover any losses caused by the client, in the event that the Firm determines, at its sole discretion, that the client voluntarily and/or involuntarily abuses the 'Negative Balance Protection' offered by the Company, by way of, but not limited to, hedging his/her exposure using his/her trading accounts, whether under the same profile or in connection with another client(s); and/or requesting a withdrawal of funds.

#### **4. Scope and Application of the Trading Terms and Conditions**

4.1. The Terms and Conditions of Business apply to all the actions that are directly related to the investment and ancillary services provided by the Company.

4.2. The Terms and Conditions of Business lay out the framework of the Service Agreement and the nature of the investment services provided by the Company. They cannot be negotiated, or be overruled by, any prior agreements or arrangements made between the Company and the Customer.

4.3. The Service Agreement governs the relationship between the Company and the Customer and provides the necessary information to the Customer prior to making a decision in regards to the Company and its services.

4.4. Since this agreement is made between parties who are geographically remote, the Customer Agreement is not required to be signed by either the Customer or the Company or both parties, in order to be legally binding.

4.5. The Service Agreement will commence on the date on which the Customer receives such notice from the Company via email and not until all documentation required has been duly completed by the Customer and received by the Company.

#### **5. Services:**

5.1. The Company provides Arbitrage investment and ancillary services to the Customer.

Subject to the Customer's obligations under the Service Agreement being fulfilled, the Company may at its discretion offer the following ancillary services to the Customer:

- Safekeeping and administration of financial instruments for the account of customers, including custodianship and related services such as cash/collateral management.

#### **Execution of the Customer's Instructions**

5.2. The procedure for handling the Customer's Instructions given through the Client Terminal is:

- a) the Customer prepares an Instruction and the Client Terminal checks if it is valid;
- b) the Client Terminal sends the Instruction to the Server;
- c) if the connection between the Client Terminal and the Server has not been disrupted, the Server receives the Instruction and starts the process of verification;

- d) a valid Customer's Instruction is placed in the queue and sorted by arrival time (first in – first out) and the "Order is accepted " status appears in the "Order" window in the Client Terminal;
- e) as soon as a Dealer is ready to handle a new Instruction the Dealer takes the first Instruction from the queue and processes it and the "Order is in process" status appears in the "Order" window in the Client Terminal;
- f) the Server receives from the Dealer the result of the Customer's Instruction execution process;
- g) the Server sends the Client Terminal the result of the Customer's Instruction execution process; and
- h) the result of the Instruction execution is received by the Client Terminal if the connection between the Client Terminal and the Server has not been disrupted.

5.3. The Customer has the right to cancel a previously given Instruction only if the Instruction has the "Order is accepted " status. In order to cancel it, the Customer shall press the "Cancel order" button. The Customer cannot cancel an Instruction given by an Expert Advisor.

5.4. If the Instruction is being processed by a Dealer and its status is "Order is in process", the Customer has no right to cancel it.

5.5. The Company at its sole discretion will specify the current market price.

5.6. The standby time for each Instruction which has been placed in the queue in order to be executed has a limit of 3 (three) minutes at the time of the release of Terms of Condition. If during this period of time, the Instruction has not been received by a Dealer, it is deemed to be irrelevant and automatically deleted.

Once an Instruction is received by a Dealer, the Dealer processes it as soon as practicably possible. Depending on the amount of time a Dealer needs to process an Instruction there is a possibility that in the Server Log File the recorded execution time of the first Instruction in the queue will be later than the execution time of the Instruction which followed after

5.7. In the circumstances listed below, the Company may decline an Instruction (the "Off quotes" message will appear in the Client Terminal in this case) if the:

- a) Instruction precedes the first Quote in the Trading Platform on the Market Opening;
- b) Company is not able to hedge the trade with a Liquidity Provider; or
- c) Customer's Free Margin is less than the Initial Margin.

5.8. The Client shall only give Instructions through the Client Terminal. To avoid problems associated with the inability to open or close positions, we recommend using Pending Orders such as Stop Loss and Take Profit.

## **Transactions**

5.9. The Ask price is used to make a "buy" Transaction. The Bid price is used to make a "sell" Transaction:

- a) The Ask price is used to open a Long Position. The Bid price is used to open a Short Position.
- b) The Bid price is used to close a Long Position (i.e. sell). The Ask price is used to close a Short Position (i.e. buy)

## **Rollovers**

5.10. All the positions which remain open from 23:59:45 to 23:59:59 (Server time) will be subject to rollover.

All the positions which are opened or closed from 23:59:45 to 23:59:59 (Server time) may be subject to rollover. The positions will be rolled over by debiting or crediting the Customer's Trading Account with the amount calculated in accordance with the Contract Specifications.

## **Spreads**

5.11. The Company will provide quotes for all Instruments with a flexible Spread:

- a) The minimum spread for each Instrument is specified in the Contract Specifications.
- b) The maximum spread for each Instrument, under Normal Market Conditions, is available upon request.

## **Quotes Base Synchronization**

5. 12 In case of an unforeseen break in the Quotes flow caused by software or hardware failure, the Company has the right to synchronize the Quotes Base on the real/live Server from other sources. Such sources include a) Quotes Base on the demo Server;

b) any other reliable sources.

In the case of any Disputes arising in regard to the break in Quotes Flow, all decisions are made in accordance with the synchronized Quotes Base.

## **Leverage**

5.13. The size of the Leverage depends on the Customer's Open Positions as described on the Company's Trading Terms Webpage.

5.14. The Company has the right to change the Leverage of the Trading Account with immediate effect without giving prior notice.

5.15. The Company is entitled to apply new margin requirements amended in accordance with clause 5.14 to the new positions and to the positions which are already open.

## **6. Opening a Position**

6.1. In order to give an Instruction to open a position the Customer shall specify the following: a)

Instrument; and

b) Transaction Size

6.2. In order to open a position through the Client Terminal without using an Expert Advisor, the Customer shall press the "Buy by Market" or "Sell by Market" button. The Customer's Instruction to open a position may be executed at a price that differs from the Quote the Customer has received through the Client Terminal during the last Market Snapshot in the following cases: a) If the current Quote changes since the last Market Snapshot;

b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

In any case the Instruction will be executed at the best price available from the Company's Liquidity Providers.

6.3. When opening a position through the Client Terminal using an Expert Advisor, the Customer is not able to specify Stop Loss and/or Take Profit Order levels. If the Customer wishes to place these Orders, the Customer can do it by modifying the existing position in accordance with clauses 8.16 to 8.22.

#### **Instruments Quoted in the Instant Execution Mode**

6.4. In order to open a position through the Client Terminal without using an Expert Advisor, the Customer shall press the "Buy" or "Sell" button the moment the Customer is satisfied with the prices in the Quotes Flow.

6.5. In order to open a position through the Client Terminal using an Expert Advisor, the Instruction must be generated at the current Quote.

#### **Instruments Quoted in the Request Execution Mode**

6.6. In order to open a position through the Client Terminal without using an Expert Advisor, the Customer shall send a Request. The Customer may open a position at the offered Quote by pressing the "Buy" or "Sell" button. The Company has the right to revoke the Quote if the Customer has not sent an Instruction within 3 (three) seconds of receiving the Quote or if the market moves and the Quote becomes irrelevant. 6.7. In order to open a position through the Client Terminal using an Expert Advisor, the EA generates a

Request. If the Company offers a Quote, which differs from the EA's Quote by not more than the "slippage" value (the EA's parameter which determines the acceptable range between the EA's Quote and the Quote offered by the Company), the EA gives the Instruction to the Server to open a position at the Quote offered by the Company.

#### **Processing and Execution of Instructions to Open a Position**

6.8 Once the Server has received the Customer's Instruction to open a position, it automatically checks if the Free Margin is sufficient to open the position:

a) "Free Margin" is calculated as follows:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ ;

b) all Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes;

(c) cumulative Customer positions and new Necessary Margin ("New Margin") are calculated for the Matched Positions depending on the Hedged Margin; for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;

d) if the above-mentioned calculations for the new position have been done and:

"Free Margin" is more or equals to zero, the position is opened. The process of opening the position is followed by the relevant record in the Server Log File;

• "Free Margin" is less than zero, then the Company has the right to decline the Instruction to open the position and the "Insufficient Funds" message will be recorded in the Server Log-File.

6.9. The Company has the right to requote if the current Quote changes whilst a Dealer processes a Customer's Request or Instruction. The requote window will be enabled if in the "Order " window there is a tick in the "Enable maximum deviation from quoted price" tick box and the "Maximum deviation" field value equals zero.

If the Customer does not press the "OK" button within 3 seconds, the Quote becomes invalid and it will be concluded that the Customer refuses to open a position.

6.10. An Instruction to open a position shall be deemed executed and the position shall be deemed open once the relevant record appears in the Server Log File.

6.11. In the Trading Platform, each Open Position has a Ticker.

6.12. An Instruction to open a position will be declined by the Company if it precedes the first Quote in the Trading Platform on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

## **7. Closing a Position**

7.1. In order to give an Instruction to close a position, the Customer shall specify the following: a) Ticker; and  
b) Transaction Size

7.2. In order to close a position through the Client Terminal without using an Expert Advisor, the Customer shall press the "Close by Market" button. The Customer's Instruction to close a position may be executed at a price that differs from the Quote the Customer has received through the Client Terminal during the last Market Snapshot in the following cases:

- a) If the current Quote changes since the last Market Snapshot;
- b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

7.2. In order to close a position through the Client Terminal without using an Expert Advisor, the Customer shall press the "Close by Market" button. The Customer's Instruction to close a position may be executed at a price that differs from the Quote the Customer has received through the Client Terminal during the last Market Snapshot in the following cases:

- a) If the current Quote changes since the last Market Snapshot;
- b) If the Quote from the last Market Snapshot is for a lower Transaction Size than the Client's Instruction Transaction Size.

In all instances, the Instruction will be executed at the best price available from the Company's Liquidity Providers.

## **Processing and Execution of Instructions to Close a Position**

7.3 The Company has the right to requote if the current Quote changes whilst a Dealer processes a Customer's Request or Instruction. The requote window will be enabled if in the "Order " window there is a tick in the "Enable maximum deviation from quoted price" tick box and the "Maximum deviation" field value equals zero<sup>5</sup> . If the Customer does not press the "OK" button within three seconds, the Quote becomes invalid and it will be concluded that the Customer refuses to close a position.

7.4. If amongst the Customer's Open Positions the Customer has a position which he/she wishes to close against a matching Open Position of the same Instrument, the Customer can do so by using the "Close by" item in the "Type " drop down list. Upon matching/closing the Customer's chosen positions, the Customer will have either a zero or net Long/Short Position based upon the net overall exposure. The Customer should note that the net overall position will be allocated a new Ticker.

7.5. If amongst the Customer's Open Positions the Customer has multiple positions which he/she wishes to close against matching Open Positions of the same Instrument, the Customer can do so by using the "Multiple Close by" item in the "Type " drop down list. Upon matching/closing the chosen positions the Customer will have either a zero or net Long/Short Position based upon the net overall exposure. The Customer should note that the net overall position will be allocated a new Ticker.

If the maximum deviation is above zero, the Server does not provide the Client Terminal with a new Quote and opens a position at the new Quote if the difference between the previous and the new Quote, offered by the Dealer, is lower or equals the value indicated for the maximum deviation. Therefore, the new Quote, in the predefined range, can be better or worse than the previous Quote.

7.6. An Instruction to close a position is deemed executed and the position is deemed closed once the relevant record appears in the Server Log File.

7.7. An Instruction to close a position will be declined by the Company if the Instruction precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

7.8. An Instruction to close a position will be declined by the Company if it is made when the Stop Loss or Take Profit for this position is in the queue in order to be executed. In this case the "Off quotes " message appears in the Client Terminal window.

## **8. Orders**

### Order Types in the Trading Platform

8.1. In order to open a position the following Orders (Pending Orders) may be used:



a) "Buy Stop" an Order to open a Long Position at the price higher than the price at the moment of placing the Order; b) "Sell Stop" an Order to open a Short Position at the price lower than the price at the moment of placing the Order; c) "Buy Limit" an Order to open a Long Position at the price lower than the price at the moment of placing the Order; d) "Sell Limit" an Order to open a Short Position at the price higher than the price at the moment of placing the Order.

8.2. In order to close a position the following Orders may be used:

- a) "Stop Loss" an Order to close a previously opened position at the price less profitable for the Customer than the price at the moment of placing the Order;
- b) "Take Profit" an Order to close a previously opened position at the price more profitable for the Customer than the price at the moment of placing the Order;
- c) "If Done Order" Stop Loss and/or Take Profit which are activated once the Pending Order they are related to has been executed.

### **When and for How Long Orders can be Placed**

8.3. The Customer may place, modify or delete Orders only within trading hours for the relevant Instrument. The trading hours for each Instrument are indicated in the Contract Specifications.

8.4. The Expiration Status for the Pending Orders on the Instruments is specified in the Contract Specifications.

8.5. Stop Loss and Take Profit for all Instruments have "GTC" ("Good till Cancelled") status.

### **The Procedure for Placing an Order**

8.6. In order to give an Instruction to place a Pending Order, the Customer shall specify the following required parameters:

- a) Instrument;
- b) Transaction Size;
- c) Order type (Buy Stop, Buy Limit, Sell Stop, or Sell Limit); and d) Order Level.

In addition, the Customer may indicate the following optional parameters:

- a) level of Stop Loss. "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);
- b) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed);
- c) date and time when the Pending Order expires. The Instruction will be declined if:
  - a) any of the required parameters is not specified or is incorrect;
  - b) any of the optional parameters is incorrect.

In this case, the "Invalid S/L or T/P" error message appears if the Orders are placed through the Client Terminal without using an expert Advisor.

8.7. If the Customer gives an Instruction to place Stop Loss or Take Profit, the following information must be specified:

- a) Ticker of the Open Position;

b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

c) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify ..." button will remain inactive.

8.8. If the Customer gives an Instruction to place the If Done Orders on a Pending Order, the Customer shall specify the following:

a) Ticker for the Pending which the Customer intends to place the Orders on;

b) level of the Stop Loss; "0.0000" means that Stop Loss is not placed (or it is deleted if it has already been placed);

c) level of the Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify..." button will remain inactive.

8.9. While giving an Instruction, the difference between the Stop Loss, or Pending Order level and the current market price must not be less than the number of Points indicated for each Instrument in the Contract

Specifications, and the following conditions must be met:

a) for the Stop Loss on the Short Position the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;

b) for the Take Profit on the Short Position the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;

c) for the Stop Loss on the Long Position the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points;

d) for the Take profit on the Long Position the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;

e) for the Buy Limit, the current market price is the Ask price and the Order must not be placed higher than the Ask price less this number of Points;

f) for the Buy Stop the current market price is the Ask price and the Order must not be placed lower than the Ask price plus this number of Points;

g) for the Sell Limit the current market price is the Bid price and the Order must not be placed lower than the Bid price plus this number of Points;

h) for the Sell Stop the current market price is the Bid price and the Order must not be placed higher than the Bid price less this number of Points.

8.10 While giving an Instruction, the difference between the If Done Order level and the level of the Pending Order must not be closer than the number of Points indicated for each Instrument in the Contract

Specifications, and the following conditions must be met:

a) the Stop Loss on the Buy Limit or Buy Stop must not be placed higher than the level of the Pending Order less this number of Points;

- b) the Stop Loss on the Sell Limit or Sell Stop must not be placed lower than the level of the Pending Order plus this number of Points;
- c) the Take Profit on the Buy Limit or Buy Stop must not be placed lower than the level of the Pending Order plus this number of Points;
- d) the Take Profit on the Sell Limit or Sell Stop must not be placed higher than the level of the Pending Order less this number of Points.

8.11. An Instruction to place an Order is deemed executed and the Order is deemed placed once the relevant record appears in the Server Log File.

8.12. Each Pending Order has a Ticker.

8.13. An Instruction to place an Order will be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes " message appears in the Client Terminal window.

8.14. The Company has the right to decline an Instruction to place an Order if, while a Dealer processes this Instruction, the current Quote reaches the level at which clause 8.9 or 8.10 have been breached.

### **The Procedure for Modifying and Deleting an Order**

8.15. If the Customer gives an Instruction to modify Pending Order parameters (the level of the Pending Order and/or If Done Orders), the Customer shall specify the following: a)

Ticker;

b) Pending Order level;

c) level of Stop Loss; "0.0000 " means that Stop Loss is not placed (or it is deleted if it has already been placed);

d) level of Take Profit; "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify..." button will remain inactive.

8.16. If the Customer gives an Instruction to modify Stop Loss and Take Profit on the Open Position, the Customer shall specify the following: a) Ticker;

b) level of Stop Loss; "0.0000 " means that Stop Loss is not placed (or it is deleted if it has already been placed);

c) level of Take Profit. "0.0000" means that Take Profit is not placed (or it is deleted if it has already been placed).

If any of the indicated information is incorrect and the Orders are placed/modified/deleted through the Client Terminal without using an Expert Advisor, the Instruction will be declined and the "Modify..." button will remain inactive.

8.17. When the Customer gives an Instruction to delete a Pending Order, the Customer shall specify its Ticker.

8.18. An Instruction to modify or delete an Order is deemed executed and the Order is deemed modified or deleted once the relevant record appears in the Server Log File.

8.19. An Instruction to modify or delete an Order will be declined by the Company if it precedes the first Quote on the Market Opening. In this case the "Off quotes" message appears in the Client Terminal window.

8.20. The Company has the right to decline an Instruction to modify or delete an Order if, while it is being processed, the Order has been placed in the queue in order to be executed in accordance with clause

8.21. When the Customer gives an Instruction to modify or delete an Order Level, the Company has the right to cancel the Order Level modification or Order deletion if the processing of that Instruction is finished after the Order is placed in the queue in order to be executed in accordance with clause

### **The Procedure for Order Execution**

8.22. The Order is placed in the queue in order to be executed in the following cases:

a) the Take Profit on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;

b) the Stop Loss on open Long Position is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level;

c) the Take Profit on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

d) the Stop Loss on open Short Position is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

e) the Buy Limit is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or lower than the Order Level;

f) the Sell Limit is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or higher than the Order Level;

g) the Buy Stop is placed in the queue in order to be executed if the Ask price in the Quotes Flow becomes equal or higher than the Order Level;

h) the Sell Stop is placed in the queue in order to be executed if the Bid price in the Quotes Flow becomes equal or lower than the Order Level

i) If any Sell Stop, Buy Stop, Sell Limit or Buy Limit Instruction includes a Take Profit or Stop Loss, as the case may be, and there is a Price Gap when the Bid price or the Ask price in the Quotes Flow exceeds the Take profit or the Stop Loss, as the case may be, then the Order will be opened and closed simultaneously with the respective Bid and Ask price.

8.23. Once the Pending Order is placed in the queue in order to be executed, the Server automatically checks if the Free Margin is sufficient to open the position:

a) cumulative Customer positions and new Necessary Margin ("New Margin") are calculated:

for Matched Positions depending on the Hedged Margin;

b) for other positions this is dependent on the Initial Margin, which is calculated at the average weighted price (in terms of volume) of all positions except the matched ones;

c) if the Pending Order Level is in the Price Gap, the Floating Profits/Losses for all Open Positions and the new position are calculated at the current Quotes at the moment the Order is placed in the queue in order to be executed;

d) "Free Margin" is calculated as follows:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ ;

e) if the above-mentioned calculations for the new position have been done and:

- "Free Margin" is more or equals to zero, the position is opened. The process of opening the position is followed by the relevant record in the Server Log File and the position opened by this Order has the same Ticker as the Pending Order;
- "Free Margin" is less than zero, then the Company has the right to decline the Instruction to open the position and delete the Pending Order and the "No money" message will be recorded in the Server Log File.

8.24. An Order is deemed executed once the relevant record appears in the Server Log File.

8.25. In case of Pending Order execution, the process of opening the position is followed by the relevant record in the Server Log File and the position opened by this Order has the same Ticker as the Pending Order.

8.26. If there is enough liquidity to hedge the trade with Liquidity Providers at the Order Level adjusted by the cost of hedging, the Company executes Buy Stop, Sell Stop and Stop Loss Orders at the Order Level.

8.27. If there is not enough liquidity to hedge the trade with Liquidity Providers at the Order Level adjusted by the costs of hedging, the Company executes Buy Stop, Sell Stop and Stop Loss Orders at the price at which the Company has hedged the trade. The Company has the right to adjust this price to reflect the cost of hedging. The Customer acknowledges that the execution price may differ from the Order Level.

8.28. Pending Order can be executed partially if there is not enough Liquidity to hedge the trade with Liquidity Providers at the Order Level. In case of insufficient Liquidity from Liquidity Providers for the full execution of an Order at the Order Level, the Order will be executed partially, and new Pending Order will be issued with the originally specified parameters on unfilled amount. Under Abnormal Market Conditions, the Company reserves the right to reject any Pending Order.

8.29. If there is more than one Dealer, depending on the amount of time a Dealer needs to handle the Customer's Request or an Instruction, there is a possibility that in the Server Log File the recorded execution time of the first Request or Instruction in the queue will be later than the execution time of the Request or Instruction which followed after.

## 9. Stop Out

9.1. The Company is entitled to close the Customer's Open Positions without the consent of the Customer or any prior notice if the Equity is less than the Level of Stop Out specified on the Company's Trading Terms Webpage.

9.2. Margin Level is monitored by the Server and subject to clause 9.1 the Server generates the Stop Out Instruction to close a position without prior consent. Stop Out is executed at the current Quote following the priority of the queue.

Once the position has been closed the relevant record appears in the Server Log File with the "Stop Out" remark.

9.3. If the Customer has several Open Positions, the first position which has to be placed in the queue in order to be closed is the one with the highest Floating Loss.

9.4. When the last Open Position is closed in accordance with clause 9.1 and there is no Price Gap or Price Gap on the Market Opening, the Company shall guarantee that the execution of Stop Out for the last position, in accordance with clauses 9.2-9.3, will not result in Negative Equity<sup>6</sup> on the Client's Trading Account.

9.5. If a Stop Out execution has resulted in a negative Balance of the Customer's Trading Account, the Customer shall be liable for this loss and must make a payment of the full and total amount due immediately. Company has the right to compensate this loss at the expense of the Customer's funds located in other Accounts belonging to the Client.

9.6. In regard to Arbitrage AND/OR CFDs on futures which are approaching the expiry date of the underlying asset, the Transactions are executed in the "close only" way. The Company advises the Customer of the date when the "close only" mode starts through Trading Platform internal mail notice and/ or by displaying the information on the Company's Website.

The Company compulsorily closes the positions, which remain open on the expiry date of the underlying future contract, at the last Quote of the last trading session for this Contract for Difference: a) Long positions at the Bid price;  
b) Short positions at the Ask price.

9.7 The Company has the right to close any Open Positions of the Customer without a warning if it is required in accordance with the Dispute process.

## **10. Communication**

10.1. In order to communicate with the Customer, the Company may use:

- a) Trading Platform internal mail;
- b) email;
- d) telephone;
- f) Company Livechat Webpage.

Contact details provided by the Customer whilst opening the Trading Account or updated in accordance with clause 10.4 will be used by the Company to contact the Customer and the Customer will agree to accept any notices or messages from the Company at any time.



10.2. Any communication sent to the Customer (documents, notices, confirmations, statements, etc.) are deemed received if:

- a) sent by email, within one hour after emailing it;
- b) sent by Trading Platform internal mail, immediately after sending it;
- c) by telephone, then once the telephone conversation has been finished;
- d) posted on the Company News Webpage, within one hour after it has been posted.

10.3. For the purpose of clause 7, "business hours" mean between 9:00 a.m. and 6:00 p.m. (GMT - 10) on a Business Day.

10.4. The Customer shall notify the Company immediately of any change in the Customer's contact details.

10.5. Transactions will be confirmed by email on the next Business Day after the execution. If the Customer has a reason to believe that the confirmation is inconsistent or if the Customer does not receive any confirmation (though the Transaction was made), the Customer shall contact the Compliance Department.

10.6. On the first day of each month the Company will send by email a statement which includes all Transactions during the previous month.

10.7. Any telephone conversation between the Customer and the Company may be recorded.

All Instructions and Requests received by telephone will be binding as if received in writing. Any recordings shall be and will remain the sole property of the Company and will be accepted by the Customer as conclusive evidence of the Instructions, Requests or conversations so recorded. The Customer agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **11. The Procedure For Dispute Resolution Complaints Procedure**

11.1. If any conflict situation arises when the Customer reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of our Terms of Condition, the Customer has the right to lodge a complaint with the Company as soon as reasonably practicable after the grievance has arisen.

11.2. To file any complaint, the Client shall send an email to [complaints@4XCM.com](mailto:complaints@4XCM.com).

All complaints filed through any other method will not be taken under consideration.

11.3. A complaint shall include:

- a) name and surname of the Customer (or company name if the Customer is a legal entity);
- b) Customer's login details in the Trading Platform;
- c) details of when the conflict first arose (date and time in the Trading Platform Time Zone);
- d) Ticker of the position or Pending Order;

e) description of the conflict situation supported by the reference to our Terms of Condition.

11.4. The complaint must not include:

- a) affective appraisal of the conflict situation;
- b) offensive language;
- c) uncontrolled vocabulary.

11.5. The Company has the right to refuse a complaint if any of clauses 11.2, 11.3 or 11.4 have been breached.

Server Log-File

11.6. The Server Log-File is the most reliable source of information in a case of any Dispute. The Server LogFile has the absolute priority over other arguments including the Client Terminal Log-File as the Client Terminal Log- File does not register every stage of the execution of the Customer's Instructions and Requests.

11..7. If the Server Log-File has not recorded the relevant information to which the Customer refers, the argument based on this reference may not be considered.

11.8. The Company may resolve all Disputes by:

- a) crediting/debiting the Customer's Trading Account: this correcting entry will have an explanatory narrative;
- and/or
- b) reopening erroneously closed positions; and/or
  - c) deleting erroneously opened positions or placed Orders.

The Company has the right to choose the method of Dispute resolution at its sole discretion. Disputes not mentioned in our Terms of Condition are resolved in accordance with the common market practice and at the sole discretion of the Company. If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regards to the Dispute will be made on a basis of the live/real Server's Quotes Base synchronized in accordance with this clause 5.12.

11.9. The Company shall not be liable to the Customer if for any reason the Customer has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Customer had intended to complete.

11.10. The Company shall not be liable to the Customer in respect of any indirect, consequential or nonfinancial damage (emotional distress, etc.).

11.11. The Compliance Department shall consider any Customer's complaint or Dispute and endeavor to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within two Business Days from the day the complaint is received.

11.12. The Company shall take all necessary actions in accordance with clauses 11.8 (a), (b) and/or (c) as soon as reasonably practicable but in any case, within one Business Day after the decision of the Dispute is made.

## **Refusal of Complaint**

11.13. If the Customer has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions or Requests which are given during such a construction period, are not accepted. The fact that the Customer has not received a notice shall not constitute a reason to lodge a complaint.

11.14. Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.

11.15. Provided that clause 8.22 has not been breached, complaints in regard to time of Order execution notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution are not accepted.

11.16. No Customer complaints will be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

11.17. In regard to all Disputes any references by the Customer to the Quotes of other companies or information systems will not be taken into account.

11.18. The Customer acknowledges that he/she will not be able to manage the position while the Dispute in regard to this position is being considered and no complaints in regard to this matter are accepted. The Customer acknowledges that the Company will not notify him/her that the Dispute has been resolved and the position has been reopened and the Customer shall be responsible for all the risks in this respect. Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the Stop Out had not been executed.

11.19. The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

11.20. The Company has the right to reject a withdrawal in the case a) Client has not fully provided KYC Documentation for AML (This includes a Proof of Identity and a Proof of Residency). b) The Client is asking to withdraw funds from a different method that has initially deposited those funds and c) The exposure of his account is bigger than the Remaining/Available Balance.

## **12. Fees**

### **12. 1 Freezing of account**

The Company may at its discretion proceed to freeze the account of the client if it considers that documents received are not adequate and the client fails to provide the documents within the deadlines advised by the Company. In this case the account of the client will be charged a handling fee of \$5 per month or the balance of the account whichever lower until the client provides the Company with the missing information.

## **12.2 Account Inactivity**

Your account will be deemed as dormant after 1 month of inactivity. Activity is defined as placing or closing of a trade or maintaining an open position. We will charge monthly inactivity fees of USD 30 on all dormant accounts. This charge will be applied on a per account basis, meaning where you have multiple accounts with us that are dormant, we will charge the inactivity fee on each of them. a dormant account will not incur negative balance as a result of deducting the monthly inactivity fee. We may apply the inactivity fee to your account without prior notice.

## **12.3 VPS**

The Company is offering its existing and new customers the Virtual Private Server ("VPS") which is controlled by a third party called HokoCloud.

In order to be eligible for the free VPS subscription the existing or a new 4XCM Client must:

- a. Maintain a balance with 4XCM of at least USD 5000 (or equivalent in the base currency of Client's account); and
- b. generate a minimum trading volume of at least 4 complete lots (round turn) per calendar month. Equity positions will be excluded for the purposes of calculating the aforementioned minimum trading volume. In the event of not satisfying the above mentioned criteria the Client will be charged with a monthly fee of USD 20 or equivalent depending on the base currency of Client's account for the VPS subscription for each month where the requirement above has not been satisfied. The fee will be deducted from Client's trading account.

## **13. Interpretation of terms**

13.1. In these Terms of Condition:

"Abnormal Market Conditions" shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps. "Bar/Candle" shall mean a Chart element, which shows opening and closing prices, as well as the lowest and the highest prices for the definite period of time (for example, minute, 5 minutes, a day, a week).

"Buy Limit" shall have the meaning given in clause 8.1. "Buy Stop" shall have the meaning given in clause 8.1. "Chart" shall mean the Quotes Flow in the form of a chart. For the period, relevant for a Bar/Candle:

- a) Bar/Candle high is the highest Bid, b) Bar/Candle low is the lowest Bid,
- c) Bar/Candle close price is the last Bid, d) Bar/Candle open price is the first Bid.

"Client Terminal Log File" shall mean the file, which is created by the Client Terminal in order to record all the Customer's Requests and Instructions with accuracy to a second.

"Company" shall mean 4XCM , which is registered in Saint Vincent and Grenadines, with registered address at 28 October Ave 243, Limassol 3035, Cyprus Cristina Court Block B, 3rd Floor, Office 302 & Office 303

"Customer" shall mean a legal entity or an individual being a party to the Operative Agreements with the Company in regard to making Transactions, subject to Margin Trading.

"Customer Agreement" shall mean the agreement between the Company and the Customer, which together with the Terms of Condition are defined as "Operative Agreements" and govern the terms on which the Company deals with the Customer.

"Day Order" shall mean an Order which is automatically deleted at the end of the trading session.

"Dealer" shall mean the Server or an employee of the Company who is authorized to process the Customer's Instructions and Requests and execute Orders and Stop Outs.

"Expert Advisor" shall mean an algorithm in the form of a program based on Misquotes Language 4, which is used to control a Trading Account and give Instructions and Requests to the Server through the Client Terminal.

"GTC" ("Good till Cancelled") shall mean the Order which is valid until the Customer sends the Instruction to delete the Order.

"If Done Order" shall have the meaning given in clause 8.2.

"Instant Execution" shall mean the mechanism of providing Quotes to the Customer without prior Request.

The Customer may make a Transaction anytime as the Customer sees the Quotes Flow in real time.

"Manifest Error" shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in respect of the prices which are significantly different from the market prices.

"Margin" shall mean the amount of funds required and/or used by the Client in order to open a position.

"Margin Level" shall mean the % level displayed in the MetaTrader Terminal that displays the Equity divided by Margin \*100

"Market Opening" shall mean the time at which the market opens after weekends, holidays or trading session time gaps.

"New Margin" shall have the meaning given in clause 6.8. "Normal Market Conditions" shall mean the market where there are no:

a) considerable breaks in the Quotes Flow in the Trading Platform; and b) fast price movements; and c) large Price Gaps.

Order Level" shall mean the price indicated in the Order.

"Pending Order " shall mean an instruction from the Customer to the Company to open a position once the price has reached the level of the Order.

"Point" / "Pip" shall mean the numerical value of the last, or right most, digit of a Quote. "Price Gap" shall mean the following:

(a) the current Quote Bid is higher than the Ask of the previous Quote; or (b) the current Quote Ask is lower than the Bid of the previous Quote.

“Price Gap on the Market Opening” shall mean the following:

a) the first Bid of the current trading session is higher than the last Ask of the previous session; or b) the first Ask of the current trading session is lower than the last Bid of the previous session.

“Request Execution” shall mean the mechanism of providing Quotes to the Customer with prior Request.

“Quotes Flow” shall mean the stream of Quotes in the Trading Platform for each Instrument. “Sell Limit” shall have the meaning given in clause 8.1.

“Sell Stop” shall have the meaning given in clause 8.1.

“Server Log File” shall mean the file created by the Server, which records accurately to a second all Requests and Instructions sent by the Customer to the Company as well as the results of their execution. “Spread” shall mean the difference between Ask and Bid.

“Stop Loss” shall have the meaning given in clause 8.2.

“Stop Out” shall mean an instruction to close the Customer’s Open Position without the consent of the Customer or any prior notice in a case of insufficient funds required for maintaining Open Positions.

“Take Profit” shall have the meaning given in clause 8.2.

“Tick” shall mean the rate which the Company shall receive in its terminal trading platform(s).

“Ticker” shall mean the unique identity number assigned for each Open Position or Pending Order or deposit/withdrawal transaction in the Trading Platform.

“Trading Platform Time Zone” shall mean the time zone in which the Server Log File records any event. At the time of the release of this document the Trading Platform Time Zone is GMT/BST + 2 (last weekend of October – last weekend of March). During daylight saving time (last weekend of March – last weekend of October), the Trading Platform Time Zone may be shown as GMT + 3.

13.2. All references to a statutory provision include references to:

- a) any statutory modification, consolidation or reenactment of it, whether before or after the date of these Terms of Condition, for the time being in force;
- b) all statutory instruments or orders made pursuant to it; and
- c) any statutory provision of which that statutory provision is a re enactment or modification.

13.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

13.4. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to these Terms of Condition.

13.5. The clause headings are inserted for ease of reference only and do not affect the construction of these Terms of Condition.



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