

## Terms of Business

### 1. Introduction

Global Trade Partners Ltd. (hereinafter referred to as 'the Company') is an investment firm that operates as a global broker.

### 2. Acknowledgement

The client acknowledges that he/she read, understood and accepted the Terms of Business that may be amended from time to time, in addition to any information contained within the firm's website available online at [www.lmfx.com](http://www.lmfx.com).

After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send a notice informing the applicant whether he has been accepted as a customer of the Company. It is understood that the Company is not required to accept the Client as its customer, and hence open an account for him/her or accept any money from him/her, until all documentation it requires has been duly received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries or as it sees fit from time to time. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he/she has been accepted as the Company's Client and furthermore, by accepting this Agreement, the Client is consenting that if he/she is accepted by the Company as a Client their relationship will be governed by the terms and Conditions of this Terms of Business and Account Opening Agreement as amended from time to time.

The client acknowledges that the Firm's official language is the English Language.

### 3. Scope of the Terms of Business

3.1 This document "Terms of Business" determines all the actions related to the execution of the Client's trades and is taken in conjunction with the Account Opening Agreement

3.2 The Terms of Business are non-negotiable and have priority over any other arrangements, agreements, express or implied statements made by the Company, unless determined otherwise.

#### 4. Definitions and Interpretations

4.1 Terms listed below have the following meanings and may be used in the singular or plural :

**“Account”** means a personalized trading account of the Client opened with the Company;

**“Account Detailed Report”** means a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

**“Ask Price”** means the price at which the Company is selling a CFD;

**“Authorized Person”** means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

**“Balance”** means the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period of time;

**“Best Execution Policy”** means the Company's prevailing policy available at the Company's Website regarding the best execution of Client's orders;

**“Bid Price”** means the price at which the Company is buying a CFD;

**“Business Day”** means any day on which banks are open for business in the Republic of Macedonia;

**“CFD Contract or CFD”** means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset;

**“Client”** means a natural or legal person, accepted by the Company as its Client, to whom services will be provided by the Company under the “Terms of Business “;

**“Collateral”** means any securities or other possessions deposited with the Company;

**“Company”** means Global Trade Partners Ltd. a company registered in the Republic of Macedonia;

**“Company's Website”** means [www.lmfx.com](http://www.lmfx.com);

**“Contract”** means any contract, oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client;

**“Counterparties”** mean banks and/or brokers through whom the Company may cover its transactions with Clients;

**“Durable Medium”** means any instrument which allows the Client to keep information in a way accessible for future reference for a period of time adequate for purposes of

the information and which enables the unchanged reproduction of the information stored;

“**Equity**” equals (Balance + Floating Profit & Loss + Swap);

“**Event of Default**” shall have the meaning given to this term in Clause 12;

“**Execution Venue**” the counterparty for transactions and holder of the Clients securities or other assets deposited other than the Company;

“**Floating Profit/Loss**” means the unrealized profit (loss) of open positions at current prices of the Underlying Assets;

“**Free Margin**” means the funds not used as guarantee to open positions, calculated as:  $\text{Free Margin} = \text{Equity} - \text{Margin}$ ;

“**Margin**” means the required guarantee funds to open positions and maintain Open Positions, as specified in the Spreads and Conditions Schedule;

“**Margin Call**” when the Margin posted in the margin account is below the minimum margin requirement, the Company’s Execution Venue issues a Margin Call and in this case the Client will have a) to increase the Margin that he has deposited, or b) to close out his position(s). If the Client does not do any of the afore stated, the Execution Venue shall have the right to close the Client’s positions;

“**Margin Level**” means the percentage of Equity to Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100$ ;

“**Market Maker**” means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time;

“**Market Rules**” means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

“**Open Positions**” means any position/transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa;

“**Orders**” means any trading transactions executed on the Company’s trading platforms by the Client;

“**OTC**” means any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

“**Principal**” means the individual person or the legal entity which is a party to a transaction;

“**Security**” means any securities or other assets deposited with the execution venue;

**“Services”** means the services to be provided by the Company to the Client interpreted by these Terms of Business. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

**“Spread”** means the difference between the Ask Price and the Bid Price;

**“Spreads and Conditions Schedule”** means the schedule of spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Company’s Website and may be supplied to the Client on demand;

**“Swap”** means the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day;

**“Terms”** mean these Terms of Business covering all the actions related to the execution of your (Client’s) trades;

**“Trade Confirmation”** means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Contract;

**“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

**“Underlying Asset”** means underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative’s price is based.

## **5. Internet and Electronic Trading**

5.1 The Client acknowledges the electronic nature of the Services and the inseparable risk of this means of communication and understands that his actions may not reach the intended destination or may do so much later than intended, for reasons outside the Company’s control.

5.2 The Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client’s equipment or reliability of its connection. Therefore, the Company is not responsible for any claims, losses, damages, costs or expenses, including attorneys’ fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.

5.3 The Client is obliged to keep all login information secret and assure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client’s password even if such transactions were not executed by the Client himself.

5.4 Unless otherwise agreed ,any prices shown on the Company’s Trading Platform are indicative at the time shown based on data that is subject to constant change. The

execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed. This price may in certain cases differ from the price appearing on the screen at the time the order was placed. In case when an incorrect price is used as the basis of any transaction, the Execution Venue reserves the right to amend or call off the details of the transaction(s) in question.

5.5 The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding. It will be as well subject to size limits input by the Execution Venue's dealer(s) remaining in excess of the Client's order size and such dealer's position limits and/or any other limits determined by the Execution Venue to be applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

5.6 The identification or use of any third party products, services or websites is not endorsed by the Company. The Company has no responsibility or liability of any materials on any website, which is not under the Company's direct control.

## **6. Market Making**

6.1 The Client is particularly made aware of the fact, that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, the Execution Venue may act as a Market Maker.

6.2 The Company may from time to time act as the Execution Venue.

6.3 When acting as a Market Maker, the Execution Venue will under normal market conditions give the Client bid and ask prices.

6.4 In order for the Company, to quote prices with the quickness normally associated with speculative trading, the Company may have to rely on available information that may later prove to be erroneous, due to specific market circumstances (e.g. lack of liquidity, suspension of an asset or errors in feeds from information providers or quotes from Counterparties)

If this occurs and if the Company has acted in good faith when providing the price to the Client, the Company may revoke the trade with the Client but must do so within reasonable time frame and shall provide the Client with a full explanation of such cancellation.

6.5 Following execution of any position with a Client, the Execution Venue may afterwards compensate each such client position with another Client position, or a position with one of the Execution Venue's Counterparties or maintain a proprietary position in the market, to obtain profits from such positions.

Such decisions and actions may result in the Execution Venue offsetting client positions at prices, sometimes significantly different, from prices stated to Clients, resulting in trading profits or losses for the Execution Venue.

This can consequently create what may be seen as an implied cost (i.e. the difference between the price at which the Client traded with the Execution Venue and the price at which the Execution Venue subsequently traded with Counterparties and/or other Clients). The Market Making function may pose significant costs to the Execution Venue if the market moves against it as compared to the price at which it traded with the Client.

6.6 The Client acknowledges that the Execution Venue in CFD contracts where it acts as Market Maker, may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between the Execution Venue and the Client.

6.7 In markets, where the Execution Venue acts as a Market Maker, the Client accepts that the Company has no obligation to state prices to clients at all times in any given market, nor to quote such prices to clients included the specific maximum spread.

6.8 The Client understands, recognizes and accepts that the price quoted to the Client includes a spread ,when compared with the price to which the Execution Venue may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty.

Moreover, the Client acknowledges and accepts that this spread represents the Company remuneration and that such spread can not automatically be calculated for all Contracts and that such spread will not be described at the Trade Confirmation or otherwise disclosed to the Client.

6.9 Any commissions, interest charges, costs associated to and included in the spreads quoted by the Execution Venue as a Market Maker in certain markets and other fees will therefore have influence on the Client's trading result and will have a negative effect on the Client's trading performance, compared to a situation in such the commissions, interest charges and costs associated to and included in the spreads, did not apply.

6.10 a) In the case that the client account equity is equal or exceeds 300,000 USD (or currency equivalent) and there are open trades of Metals (Gold and/or Silver) of 50 lots or more, the Company has the right to adjust the leverage of the underlying trading account to 1:75. If this occurs, the Company will notify the Client by email.

b) If the Client is an active trader and is executing numerous transactions, the total effect of visible as well as not visible costs may be important. The Client may have to achieve significant profits in the markets to be able cover the costs associated with trading activities with the Execution Venue. For very active Clients, these costs may even surpass the value of the margin deposited. Normally, when trading margined derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction. Margined derivatives are derivatives such as CFD's that can be traded using a leverage of higher than 1:1.

6.11 The Client is particularly informed, that in trading of OTC foreign exchange options, CFD Contracts and other OTC products, implied charges may arise as an after-effect of the profits made by the Execution Venue performing in its capacity as a Market Maker.

6.12 The Execution Venue is at no time obliged to reveal any details of its performance or income produced as a Market Maker or otherwise, related to other commissions, charges and fees.

6.13 The Client is made aware that CFD Contracts may be OTC products quoted by the Execution Venue whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, non visible costs related to the Execution Venue performance as a Market Maker may also apply to any CFD Contract.

6.14 Due to low liquidity and/or or high volatility and widened spreads, placing of pending orders around some Economic Announcements may be limited.

Note: All Pending Orders on Shares CFDs and Commodities CFDs will be automatically closed during market breaks. If some orders on the aforementioned assets will be left pending, they will be automatically deleted after the daily market closure time.

## **7. Arbitrage**

7.1 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not reflect the market rates precisely. In the OTC market, where the Client is buying or selling directly from the principal, can not exist the concept of arbitrage and the Company does not permit the practice of arbitrage on the Trading Platform. Transactions, depending on price latency arbitrage opportunities may be dismissed without prior notice.

The Company reserves the right to make the necessary corrections or modifications on the Account involved, without prior notice. Accounts that rely on arbitrage strategies may be subject to the Company's intervention and the Company's approval of any Orders. Any conflict arising from such quoting or execution errors will be solved by the Company in their absolute discretion.

7.2 The Company is not obliged to contact the Client and advise upon appropriate action reflecting changes in market conditions.

7.3 The Client agrees to secure and hold the Company, its affiliates, directors, managers and employees harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees that have arisen in connection with the Company's services ,provided that any such liabilities, losses, damages, costs and expenses have not arisen for the Company's gross negligence, fraud or willful default.

## **8. Prohibited Trading**

8.1 The Client acknowledges and understands that the service provided by the company to the Client is not designed for specific trading techniques usually called "arbitrage trading", "picking/sniping" .

Snipping: the situation where the Client is prematurely buying or selling near default prices.

In case that Client is utilizing such techniques, the Client agrees and acknowledges that the Company may take one or more, or any portion of, the following actions:

(i) close the Client's account; (ii) suspend the Client's account for an undefined period of time; (iii) carry out an investigation on the Client's account for an indefinite period of time; (iv) charge a penalty fee to the Client in the same or higher value of money which resulted from the Client employing such techniques.

The Client shall not illegally access or attempt to gain access, reverse engineer or in any other way bypass the security measures applied to the Trading Platform by the Company.

It is categorically prohibited to take any of the following actions:

a) use any software, which applies artificial intelligence analysis to the Company's system and Trading Platform;

b) deflect, control, damage or change any communication which is not intended for Client himself;

c) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions ,designed to distort, destroy, damage or dismantle the Trading Platform, the communication system or any other system of the Company;

d) send any unrequested commercial communication that is not authorized

## **9. Untrue Trades**

9.1 Global Trade Partners Ltd. has the right to cancel and/or reverse any trades which are considered untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

## **10. Islamic Accounts**

10.1 The Initial Offering of Islamic accounts may only be achieved by making a separate application via email for such an account. The Company is not obliged to provide such an account and as such will look at each request on its individual merits. Clients of Muslim faith will be solely eligible for opening an Islamic Account. In such account no swap charges or roll-over fees are used for holding overnight positions for up to 7 days. Afterwards a Carry charge will be applied on each and every transaction.

The Carry Charge rates can be emailed to any person requesting them that has duly made an application for an Islamic account.

10.2 The Company reserves the right to employ, without prior notice, additional commission fees with respect to ex-dividend payments for all Indices and Shares instruments on any Islamic account for trades executed during ex-dividend dates.

## **11. Trading Volume Limitation**

11.1 The Company reserves the right to increase or decrease the trading volume limitation level of one or more instruments at any time without giving prior notice. The volume limitation is applied on a per client basis.

In the event a volume restriction has been placed on a Client and that Client attempts to exceed the volume limit on any of the instruments restricted by such a limitation, the request will be automatically rejected and an "Off quote" message will be shown.

## **12. Default**

12.1 The Execution Venue and/or the Company has the right to keep, or make deductions from, any amounts which the Execution Venue and/or Company is holding for the Client, if any amounts are due from the Client to the Company.

12.2 The Client herewith entitles the Execution Venue and the Company at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of the Client's assets and/or the proceeds from such assets which the Execution Venue and/or Company has custody or control over, in order to redeem all or any of the Client's obligations to the Execution Venue and the Company.

12.3 Each and any of the following events shall count for an Event of Default if:

- a ) The Client miscarries to make any payment or fails comply or act on anything required by these Terms of Business;
- b) The Client fails to secure assets for delivery, or take delivery of assets, under any Contract on the first due date;
- c) The Client dies or becomes of unsound mind or is declared absent;
- d) An application is made in respect of the Client for an interim order , if a bankruptcy petition is presented in respect of the Client , if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- e) A petition of termination or administration of the Client is presented;
- f) An order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);

- g) Any distress, execution or other process is imposed against any property of the Client and is not removed, discharged or paid within 7 seven days; or
- h) Any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee undertakes steps to exact the security or charge;
- i) Any obligations of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- j) The Client fails to fully meet any obligations included in these Terms or any Contract including failure to meet margin requirements;
- k) Any of the representations or guaranties given by the Client are, or become, untrue;
- l) The Execution Venue or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority; or :
- m) The Company is required to do so by law.
- n) The Company considers it necessary for its own protection.
- o) There is well-founded suspicion that the Client involves the Company in any type of fraud or illegality.
- p) The Company suspects the Client from money laundering activities , terrorist financing or other criminal activities.

12.4 Upon the existence of an Event of Default, the Execution Venue and/or the Company is entitled to take any of the following actions:

- a. sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Execution Venue or call on any guarantee;
- b. purchase any Security, investment or other property where this is necessary, in order for the Execution Venue to fulfill its obligations under any Contract; in this case the Client shall reimburse the Execution Venue, the full amount of the purchase price plus any associated fees and commissions;
- c) deliver any Security investment or property to any third party, or otherwise take any action the Execution Venue considers being desirable in order to close out any Contract;
- d) demand the Client to immediately close out and settle a Contract in such manner as the Execution Venue may request;
- e) enter into any foreign exchange transaction, at such rates and times as the Execution Venue may decide, in order to meet obligations incurred under a Contract; and

f) invoice back all or part of any assets standing to the debit or credit of any Account (including commuting Execution Venue's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (specified by the Execution Venue ) on the date invoicing back takes place).

g) terminate this Agreement without prior notice;

h) debit the Account(s) for the amounts which are owed to the Company

l) close any or all of the Accounts held with the Company;

j) combine Client Accounts, consolidate the Balances in Client's Accounts and to off set those Balances

k) refuse to open new Accounts for the Client

12.5 The Client herewith authorizes the Company to take all or any measures described above without notice to the Client. The Client also accepts that the Execution Venue is not responsible for any consequences of it taking any such steps, unless the Execution Venue has exercised gross negligence in connection herewith. The Client must execute such documents and take such other action, as the Company can request in order to protect the Company rights, in accordance with these Terms of Business, or within the frame of any other agreements between the Client and the Company.

12.6 If the Company applies its rights to sell any Securities or property of the Client under this Clause, it will realize such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any or all of the Client's obligations to the Execution Venue.

12.7 Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company may determine.

### **13. Advertising**

13.1 When the Company is using, advertising or posting on its website or platform or anywhere else the services, products or websites of third party :

a) the Company is not responsible for such services, products or website material , which is not under its control;

b) the Company gives no representation, warranty or guarantee as to the exactness, correctness or integrity of related information or as to the tax or legal consequences of any related Transaction;

c) such is provided only to allow the Client to make his own investment decisions and can not be understood as an investment advice or financial promotions to the Client;

d) if the document contains a restriction on the person (or category of persons) for whom that document is intended or distributed, the Client agrees that he will not pass it on to any such person or category of persons;

e) the Client accepts that before the diffusion , the Company may have acted upon it itself to make use of information mentioned above. The Company does not make representations regarding the time of receipt by the Client and can not guarantee that he will receive such information at the same time as other Clients.”