



## 1. APPLICATION FOR AN ACCOUNT

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### Applying for an Account

- 1.1 You must complete and submit an Application Form to Titan FX (“**we**”, “**us**”) in order to apply for an Account with us. We, in our sole discretion, will decide whether to accept your Application and/or open an Account for you.
- 1.2 By electronically submitting your Application Form on our Website or otherwise submitting the Application Form to us, you acknowledge and agree that:
  - (a) you have read and understood all documentation provided to you by us including but not limited to these Terms and Conditions and the Product Disclosure Statement (“**PDS**”) in relation to any of the Products. You authorise us to open an Account for you;
  - (b) all dealings in our Products and the performance by us of our obligations under the Agreement are subject to the applicable laws;
  - (c) we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you under the Agreement. We do not act in a fiduciary capacity, and we do not owe any fiduciary obligations to you in respect of our services provided to you in connection with these Terms and Conditions except as expressly stated in the Agreement;
  - (d) we will not advise you about the merits of any Product that we offer. You acknowledge that the services that we provide do not include the provision of investment advice on whether or not or when to place a trade in the Products or the relevant Underlying Market. If we recommend to you a particular Product or you acquire a Product with us, you must read our PDS which contains information about the particular Product; and
  - (e) you accept these Terms and Conditions.
- 1.3 When we open an Account for you, you will be bound by the Agreement in all your dealings with us. Contracts that arise out of the Agreement are legally binding and enforceable. These Terms and Conditions will come into effect on the earlier of:
  - (a) the date this version is issued; or
  - (b) when we accept your Application and open your Account.
- 1.4 If any of the Agreement is provided to you in any language other than English, it is for information purposes only. The governing language of the Agreement and of any dispute



**TITANFX**

arising hereunder is English. Where a foreign language version contradicts the English version of the Agreement, the English version will prevail.

[KYC Verification Process](#)

Phone +678 27504

[info@titanfx.com](mailto:info@titanfx.com)  
[www.titanfx.com](http://www.titanfx.com)



- 1.5 We may, at our sole discretion, or as otherwise required by law, conduct a KYC process when you apply for an Account. During this process, you will need to provide us with specified KYC information or documents in addition to your Application Form. The KYC information or documents that we shall request may include, but not limited to, a proof of identity and proof of address. These KYC information or documents will assist us to prove your identity and address.
- 1.6 If you do not provide KYC documents or information to us that satisfactorily verify your identity within a reasonable timeframe, we may at our sole discretion:
  - (a) refuse to open an Account; and/or
  - (b) withhold the balance in your Account until you complete our KYC verification process satisfactorily;
  - (c) suspend or close your Account;
  - (d) void any or some of the transactions you may have made;
  - (e) not refund any balance you may have in your Account.
- 1.7 If you are a politically exposed person (PEP) or deemed to be high risk, you may be subject to additional and ongoing verification measures which may include the following:
  - (a) collecting all available data on you from trusted sources and third parties;
  - (b) determining the purpose, intended nature and key beneficiaries of our relationship;
  - (c) maintaining ongoing monitoring of our relationship to ensure all of your activities are consistent with your KYC information and documents.
- 1.8 By undergoing our KYC verification process, you agree to us disclosing your information to third parties for the purposes of KYC and any other related checks.
- 1.9 We may request additional documents or information, at any time during our relationship, to fulfil ongoing customer due diligence requirements.
- 1.10 If you are a body corporate, you must notify us in writing without delay of any changes to your ownership structure, directors, or UBOs. You agree to provide updated KYC documents and supporting information within fourteen (14) calendar days from the effective date of such change.
- 1.11 We also reserve the right to periodically review and request confirmation or updated information on your ownership structure and UBOs, even where changes have been reported, to ensure continued compliance with applicable laws and regulatory requirements. Failure to provide such information or documentation upon request may result in the suspension or closure of your Account until satisfactory verification is completed.

## 2 THE ACCOUNT

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### Nature of Account

Phone +678 27504

[info@titanfx.com](mailto:info@titanfx.com)  
[www.titanfx.com](http://www.titanfx.com)



- 2.1 You are required to (and you should only) deposit funds into your Account if you intend to trade our Products via our Titan FX Platform.
- 2.2 You must not make repeated deposits and withdrawals without placing trades proportionate to the amounts deposited and withdrawn. In the event that we identify deceitful or fraudulent activities, or deposits or withdrawals without recent trading activities, we reserve the right to, without notice, deduct from your Account a Withdrawal Fee which is 4% of the amount of each subsequent withdrawal request you make once we determine in our sole discretion that the Withdrawal Fee is to be applied.
- 2.3 We may in our discretion suspend your Account pending investigation. While your Account is suspended, you will be able to close your open Contracts but you will not be entitled to open any new Contracts, deposit, withdraw or transfer funds. Circumstances in which we may choose to exercise this right include but are not limited to the following:
  - (a) when we have grounds for believing that an Event of Default has occurred or may occur but believe that it is necessary to conduct investigations with a view to confirming this;
  - (b) when we have grounds to believe that you do not have sufficient understanding of the trades you are placing, the Products, or the risks involved;
  - (c) when we issue you with a written request for information and within ten (10) Business Days of the request we have not received all required information in connection with the Agreement and/or your Account;
  - (d) we have reason to believe that there has been a breach of the Agreement or that there has been a threat to your Account;
  - (e) we suspect any unauthorized, fraudulent, abusive, or suspicious behavior;
  - (f) there are reasonable grounds to suspect involvement in money laundering, terrorist financing or any activity that contravenes applicable laws;
  - (g) we are required to do so by law or by any regulatory authority, court order or binding order of a government authority;
- 2.4 If we have suspended your Account pending an investigation, we will use reasonable endeavours, but do not guarantee, to conclude our investigation within ten (10) Business Days. Clients are required to provide any requested documentation to support the investigation. When we conclude our investigation, we will inform you whether the suspension is removed or whether we intend to extend the suspension and/or take further action pursuant to the Agreement.
- 2.5 We actively monitor account transactions for suspicious activities. If deemed necessary in compliance with applicable laws, we reserve the right to report suspicious activities to the Financial Intelligence Unit (FIU) without prior notice.



- 2.6 We may split your Account into different sub-Accounts. References in these Terms and Conditions to your Account are to be taken to include reference to any sub-Account or sub-Accounts, as the case requires.
- 2.7 Unless you have specifically requested us to open separate Accounts, you will be taken to have only one Account, with Contracts in respect of our Products and/or financial services provided to you being recorded in that Account. All dealings between you and us will be within your Account.
- 2.8 You undertake and warrant to us that any information provided to us is correct and that you will immediately inform us of any material change to that information.

### Multiple Accounts

- 2.9 Calculations, reporting and administration may be performed by us separately for each of your Accounts, so that (without limitation):
- (a) Margin calculations may be managed and enforcement action may be taken for each Account separately; and
  - (b) we may at any time aggregate one or more Accounts (for reporting or managing Margins or otherwise for the purposes of these Terms and Conditions), even if you cannot immediately access reports for aggregated Accounts.
- 2.10 We may set off any amount owing by you (including any negative balance in one or more Accounts) against any amount we owe you in any other Account, without notice. We may choose, at our absolute discretion, which Contracts to apply to offset the debt. For the avoidance of doubt, this right of set off (and other rights of set off under these Terms and Conditions) apply in respect of rights and obligations across more than one Account. You agree that we may apply the set off as among one or more Accounts, before an Event of Default, on and following an Event of Default.

### Two or More Persons

- 2.11 Where two or more natural persons and no others are named as the client, the Account will be established in their names as joint tenants unless they specifically request otherwise. The joint holding will only be deemed not to be held as joint tenants if there is a court determination that it is not held as joint tenants.
- 2.12 Where you are two or more persons in relation to one Account:
- (a) the liability of each person will be joint and several;
  - (b) we may receive instructions from any one person who is, or appears to us to be, such a person, whether or not such person is an Authorised Person;



- (c) any notice or other communication given by us to one person will be deemed to be notice to all persons in relation to the Account; and
- (d) any Event of Default in respect of any one person will be an Event of Default in respect of you.

### Account Details and Security

- 2.13 Upon opening an Account with us, you will be given a password specific to the Titan FX Platform, which must be entered, together with your Account number, when you wish to access your Account. You will also be given an Account name, which must also be entered to access your Account in certain circumstances.
- 2.14 You will be deemed to have authorised all trading under your Account number irrespective of whether the person using it for the purpose of trading is using it with your authority.
- 2.15 You are required to keep all security information relating to the Account confidential, including any username, Account number, user ID and password. We do not have to establish the authority of anyone using these details. You are responsible for all Orders or instructions and for the accuracy of all information sent electronically using any such details. If you are aware or suspect that these details are no longer confidential, you should contact us as soon as possible so that they may be changed.

### Base Currency

- 2.16 When you open an Account with us, you will nominate the currency for your Account and this currency will be the Base Currency of your Account.
- 2.17 All Contracts will be conducted in the currency appropriate to the Contracts and will be converted into the Base Currency at the prevailing spot rate for the purposes of calculating the components of your Account summary.

### Adjustments amount on the Account

- 2.18 You authorise and direct us to:
  - (a) debit to the Account any Free Balance you withdraw and any amounts payable by us to you under the Agreement;
  - (b) credit to the Account any amounts deposited by you and any amounts payable by us under the Agreement; and
  - (c) designate the amounts in the Account as either Free Balance or Actual Margin depending on the amounts you deposit with us, your Orders, Contracts and market movements in accordance with the Agreement.



2.19 We are not required to notify you before debiting, crediting or designating any amount on your Account.

2.20 You agree to deposit with us sufficient funds at all times to satisfy all amounts payable by you under the Agreement. It is your responsibility to ensure that the funds you transfer are cleared in sufficient time to meet all the payment and margin obligations you have under the Agreement.

#### Use of funds deposited with us

2.21 We deposit all money paid by you into our segregated client money account (**Trust Account**). You agree and acknowledge that:

- (a) your money in our Trust Account is not kept separate from the money of other clients;
- (b) we may withdraw your money from the Trust Account in any of the following circumstances:
  - (i) making a payment to, or in accordance with your written directions for purposes of entering into Contracts (including but not limited to Mark to Market Payments);
  - (ii) defraying brokerage and other proper charges;
  - (iii) paying to us money to which we are entitled;
  - (iv) making a payment that is otherwise authorised by law; and
  - (v) paying to us money to which we are entitled pursuant to the operating rules of a financial market.
- (c) any amounts withdrawn from the Trust Account:
  - (i) belong to us; and
  - (ii) will no longer be your funds or be held for you;
- (d) we may use your money from the Trust Account for the purpose of meeting obligations incurred by us in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings in derivatives by us, including dealings on behalf of other clients.

2.22 We are solely entitled to any interest or earnings derived from your money being deposited into our Trust Account. Such interest or earnings may be payable to us from the relevant Trust Account.

2.23 Payments made by you may be processed by one of the following entities, each individually acting as a designated payment agent on behalf of Titan FX:



EG SERVICES (CY) LTD, a company incorporated under the laws of Cyprus with registration number HE430741, having its registered address at Agiou Andreou 332, Patrician Chambers, 3035 Limassol, Cyprus; or

TITAN MANAGEMENT SERVICES (CYPRUS) LIMITED, a company with its registered office at Agiou Andreou 332, Patrician Chambers, 3035 Limassol, Cyprus.

Each payment agent is authorized solely to collect and process payments on behalf of Titan FX and does not assume any other responsibilities or obligations related to the provision of goods or services.

### Withdrawals of Free Balance

2.24 If the Account shows that you have Free Balance, you may request us to withdraw such an amount as you may specify. Withdrawal will be processed, where possible, using the same payment method used to deposit funds. However, we may in our sole discretion elect to withhold any payment requested (in whole or in part) by you if:

- (a) an amount is required to be maintained with us at all times under clause 2.19; or
- (b) deceitful or fraudulent activity or repeated deposits and withdrawals without placing proportionate trades have been detected on the Account subject to the Withdrawal Fee in clause 2.2; or
- (c) we are entitled to withhold the amount.

2.25 We will notify you as soon as reasonably practicable if we decide to withhold any part of your Free Balance under clause 2.23.

2.26 If your Account reflects an overpayment made by us for any reason and you withdraw this amount, you are required to promptly return the unauthorized funds. If the overpayment is not returned, we reserve the right to deduct the full or proportionate amount of the unauthorized withdrawal from your Account.

### Records

2.26 All transaction records, client identification data and related documentation will be maintained and securely stored as required by applicable laws following the conclusion of the business relationship or transaction. This period may be extended if required by law or regulatory authorities.

### Inactive Accounts

2.27 An account is considered inactive if:

- (a) it has no trading (opening or closing orders); and



- (b) it has no financial activities (withdrawal or deposits) for a consecutive period of 90 days; and
- (c) it has no operations (logins) for a consecutive period of 90 days; and
- (d) it has no open or pending orders; and
- (e) it has a balance of zero.

- 2.28 We have the right to archive your Account once it becomes inactive under clause 2.27.
- 2.29 If you have more than one Account with us, the process outlined under clause 2.27 will only be applicable to your Account that is considered inactive.
- 2.30 If your Account is archived under clause 2.27, it cannot be restored. Should you wish to continue trading with us, you can simply log in using your login credentials and open another Account.
- 2.31 The history of an Account archived under clause 2.27 can be requested and will be provided by us at our discretion.
- 2.32 Despite clause 2.27 above, we reserve the right to suspend or terminate your Account at any time and for any valid reason with or without notice to you.

### 3 TITAN FX PLATFORM

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- 3.1 This section applies to your use of the Titan FX Platform.

#### Access and Use

- 3.2 Once your Account is opened, you will have access to the Titan FX Platform, unless agreed otherwise or stated on our Website.
- 3.3 You will be responsible for having appropriate systems to enable you to use the Titan FX Platform on a device of your choice.
- 3.4 When using the Titan FX Platform you must:
- (a) ensure that your own system is maintained in good order and is suitable for use with the Titan FX Platform;
  - (b) run such tests and provide such information to us as we consider necessary to establish that your system satisfies the requirements notified by us to you from time to time;
  - (c) carry out virus checks on a regular basis;



- (d) inform us immediately of any unauthorised access to the Titan FX Platform or any unauthorised transaction or instruction on your Account which you know of or suspect and, if within your control, cause such unauthorised use to cease;
- (e) immediately notify us of any defect, malfunction or virus that impacts the Titan FX Platform and cease all use of the Titan FX Platform until you have received our permission to resume use;
- (f) not at any time leave the terminal from which you have accessed the Titan FX Platform or let anyone else use the terminal until you have logged off the Titan FX Platform; and
- (g) not disguise or interfere in any way with the IP address of the computer you are using to access the Titan FX Platform or otherwise take steps to prevent us from correctly identifying the actual IP address whilst accessing the Titan FX Platform.

3.5 You will be responsible for the installation and proper use of any virus detection/scanning program we recommend and/or require from time to time.

3.6 The Titan FX Platform allows for execution of trades with us.

3.7 Furthermore, details regarding your Account, Confirmations and messages from us to you will be sent to your registered email address or via the Titan FX Platform, and:

- (a) we are entitled to make the necessary corrections in your Account according to market value of the Underlying Instrument in question at the time when an error occurs;
- (b) we endeavour to provide real-time quotes for our Products to you. Due to delayed transmission between you and us, the price offered by us may have changed before an Order from you is received by us. If automatic Order execution is offered to you, we are entitled to change the price on which the Order is executed to the market value at the time at which the Order from you is received;
- (c) the Titan FX Platform may be available in several versions, which may be different in various aspects including but not limited to the level of security applied and the Products and services available. We are not liable to you for any Loss incurred by you as a result of using a version that is not the most up to date version with all available updates installed;
- (d) you are responsible for all Orders, and for the accuracy of all information, sent via the Titan FX Platform using your name, password or any other personal identification means implemented to identify you;
- (e) you are obliged to keep passwords secret and ensure that third parties do not obtain access to your trading facilities;
- (f) you are liable to us for any and all Contracts executed by means of your password even if such use might be unauthorised or wrongful;



- (g) regardless of the fact that the Titan FX Platform might confirm that a Contract is executed immediately when you transmit instructions via the Titan FX Platform, the Confirmation forwarded by us or made available to you on the Titan FX Platform constitutes our Confirmation of a Contract;
- (h) all warranties, express and implied, as to the description, quality, performance or fitness of the purposes for you of the Titan FX Platform or any component of the platform are disclaimed and excluded; and
- (i) we do not warrant or forecast that the Titan FX Platform or any component of the platform or any services performed in respect of the platform will meet the requirements of any user, or that the operation of the platform will be uninterrupted or error-free, or that any services performed in respect of the platform will be uninterrupted or error-free.

3.8 If the Titan FX Platform is suspended as a result of a technical error, we will provide you with notice via the Client Cabinet detailing the outage and expected return time.

#### Use of Information, Data and Software

3.9 In the event that you receive any data, information or software via the Titan FX Platform other than that which you are entitled to receive pursuant to the Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

#### Intellectual Property

3.10 All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Titan FX Platform remain vested in us or our licensors.

3.11 You will not copy, interfere with, tamper with, alter, amend or modify the Titan FX Platform or any part or parts thereof unless expressly permitted by us in writing.

3.12 You will not reverse compile or disassemble the Titan FX Platform, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law.

3.13 Any copies of the Titan FX Platform made in accordance with law are subject to these Terms and Conditions. You must ensure that all the licensor's trademarks and copyright and restricted rights notices are reproduced on these copies. You must maintain an up-to-date written record of the number of copies of the Titan FX Platform made by you. If we so request, you must as soon as reasonably practical, provide us with a statement of the number and whereabouts of copies of the Titan FX Platform.

#### Liability and Indemnity



3.14 Without prejudice to any other terms and conditions of these Terms and Conditions relating to the limitation of liability and provision of indemnities, the following clauses apply to our Titan FX Platform:

- (a) System errors: We have no liability to you for any Loss which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers or other system errors. You acknowledge that access to the Titan FX Platform may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to the Titan FX Platform for this reason.
- (b) Delays: Neither we nor any third-party software provider accepts any liability for any delays, inaccuracies, errors or omissions in any data provided to you in connection with the Titan FX Platform.
- (c) Viruses from/associated with the Titan FX Platform: We have no liability to you (whether in contract, tort or otherwise, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced via the Titan FX Platform or any software provided by us to you in order to enable you to use the Titan FX Platform, so long as we have taken reasonable steps to prevent any such introduction.
- (d) Viruses from your system: You must ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any Loss that we suffer arising as a result of any such introduction.
- (e) Unauthorised use: We are not liable for any Loss whatsoever arising from any unauthorised use of the Titan FX Platform. You continuously indemnify us against all Loss, suits, actions, proceedings and claims resulting from or arising out of any act or omission by any person using the Titan FX Platform by using your designated passwords, whether or not you authorised such use.
- (f) Markets: We are not liable for any act taken by or on the instruction of a market, clearing house or regulatory body.

#### Suspension and Withdrawal of the Titan FX Platform

3.15 We may suspend or permanently withdraw the Titan FX Platform, by giving you written notice.

3.16 If the Titan FX Platform is withdrawn by us for any reason, we will provide you with notice via one or more of email, telephone, the Client Cabinet or our Website. We will endeavour to provide you reasonable time to close all open Contracts yourself and withdraw funds from us.



- 3.17 We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Titan FX Platform, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable laws, breach of any provisions of the Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of the Agreement by us. In addition, your use of the Titan FX Platform may be terminated automatically, upon the termination (for whatever reason) of:
- (a) any licence granted to us that relates to the Titan FX Platform; or
  - (b) the Agreement.
- 3.18 In the event of a termination or suspension of your use of the Titan FX Platform for any reason, upon request by us, you must, either return or destroy all hardware, software and documentation that we have provided you in connection with the Titan FX Platform and any copies thereof.

## 4 OUR SERVICE

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### Principal

- 4.1 Subject to you fulfilling your obligations under the Agreement, if we accept an Order, we will enter into a Contract with you.
- 4.2 In our dealings with you, we will act as principal and not as agent or representative of another person on your behalf. We will be counterparty to all of your trades.
- 4.3 Unless we agree otherwise in writing, you will also deal with us as principal, and not as an agent or representative of another person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be directly and personally responsible for performing your obligations under each Contract entered into by you, whether you are dealing with us directly or through an agent.
- 4.4 If you act on behalf of a principal, whether or not you identify that principal to us, such principal will not be a client of ours. We will accept no obligations to them and will only deal with you, unless we otherwise agree (on satisfaction of our requirements).
- 4.5 If you are a principal and wish to deal with us through your agent, you agree that we will be entitled to rely on any instructions given to us by the agent in relation to your Account. But, from time to time, we may require confirmation that the agent has authority to act on your behalf.
- 4.6 Dealing with you will be carried out by us on an execution-only basis unless otherwise agreed by us.



### Types of Account, Services and Products

- 4.7 We may offer different types of Accounts with different characteristics and features. Depending on your knowledge and experience and the type of Contracts you generally enter into with us, some of these Account types may not be available to you. We reserve the right to convert your Account into a different Account type if, acting reasonably, we determine that a different type of Account is more appropriate for you. We also reserve the right to change the features and eligibility criteria of our Accounts at any time and we will provide prior notification of such changes on our Website, by email or on the Titan FX Platform.
- 4.8 From time to time, we may make additional services or specific types of Products available to you. Such additional services or Products may be subject to special conditions. Also, from time to time, we may delist existing Products or cease making some existing services available to you. If this occurs, we will make the changes acting reasonably and provide reasonable prior notification of such changes on our Website, by email and/or on the Titan FX Platform. Please note that sometimes delisting of certain Products may occur immediately.
- 4.9 Our trading service is an online service and you specifically consent to the receipt of information about us, our services (including market information), our costs and charges, our notices, Confirmations and other documents in electronic form via email, the Website, the Titan FX Platform or other electronic means.

### How we provide services

- 4.10 We quote prices of our Products being the prices at which we are prepared to enter into a Contract with you via the Titan FX Platform (or via phone only in very limited circumstances where we have agreed with you in advance).

### What are our opening hours?

- 4.11 Our business hours are normally 9am to 5pm on Business Days. The Titan FX Platform is operational twenty-four (24) hours per day subject to clause 4.13. Subject to the Titan FX Platform being operational, you may place orders at any other time.
- 4.12 Opening hours of the Products may vary within the opening hours of the Titan FX Platform. Please note that quotes for a Product can only be given, and Contracts carried out, during the open market hours of the relevant Underlying Markets or exchanges, and the opening hours of the Titan FX Platform. Please refer to our Titan FX Platform for further information. If you have any questions, please contact us.
- 4.13 We are under no obligation to quote prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant Underlying Instrument. A detailed schedule will be placed on our Website in the event of a public holiday noting the Underlying Instruments affected on the Titan FX Platform. An email notice will also be sent to you in the event that you request a review of the schedule.



## 5 ORDERS

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### Placing an Order

- 5.1 Your Account gives you access to the Titan FX Platform. All instructions to place an Order must be placed via the Titan FX Platform Platform (or via phone only in very limited circumstances where we have agreed with you in advance). We do not accept any Orders and/or instructions via any other means unless we agree with you to do so in advance. We have no liability to you if any communication is interrupted before we receive an instruction from you to trade via the Titan FX Platform or phone.
- 5.2 We are entitled to act on any Orders or instructions transmitted using your username, Account number, user ID or password.
- 5.3 We are also entitled to act on any Orders or instructions given to us by phone by you or any Authorised Person(s).
- 5.4 Any Order or instruction sent by you via the Titan FX Platform or via phone will be deemed to have been received, and will only constitute a valid instruction and binding Contract between you and us, when such Order or instruction has been recorded as accepted by us and a Confirmation is provided to you.
- 5.5 The transmission of an Order or instruction to us does not automatically give rise to a binding Contract between you and us. Any Order made by you is always subject to us accepting your offer and such Order having been recorded as accepted and confirmed by us to you. You are responsible for contacting us if a Confirmation is expected in relation to a transaction but is not received by you.

### Quotation of our Products

- 5.6 You enter into a Contract with us by placing an Order and when that Order has been received and accepted by us. Our acceptance of an Order to open or Close-Out a Contract, and thus the execution of the Contract, will be evidenced by a Confirmation.
- 5.7 Any delay or errors in the transmission of an Order or the execution of your instructions will not be our responsibility nor are we liable for them (except to the extent that responsibility cannot be excluded by law).
- 5.8 If we become aware that any of the factors set out in 5.9 (but we are not limited to only these factors) are not satisfied at the time you place an Order (in our reasonable opinion), we reserve the right to reject your Order. If we have already opened or closed a Contract prior to becoming aware that a factor set out in clause 5.9 has not been satisfied (in our reasonable opinion) we may, in our absolute discretion, either treat such a Contract as void from the outset or close the Contract at the prevailing market price or take any other steps that we consider necessary (as determined by us).



- 5.9 The factors referred to in clause 5.8 include, but are not limited to, the following:
- (a) the relevant quote must be obtained from us;
  - (b) the relevant quote must not be expressed as being given on an “indicative only” or similar basis;
  - (c) if you obtain the quote by phone:
    - i. it must be given by a representative of us;
    - ii. your Order must be given during the same phone conversation in which you obtained the quote; and
    - iii. our representative must have confirmed that the Order has been accepted by us during the same phone conversation;
  - (d) if you obtain the quote electronically via the Titan FX Platform, your Order and our acceptance of it, must be given via the Titan FX Platform while the quote is still valid;
  - (e) the quote must not contain a Material Error;
  - (f) when you place an Order, the Order must be compliant with any Minimum Trading Size and Maximum Trading Size requirements we impose;
  - (g) when you offer to Close-Out part but not all of a Contract, both the part of the Contract that you offer to Close-Out and the part that would remain open (subject to our acceptance of the Order) must not be smaller than the Minimum Trading Size;
  - (h) a Force Majeure Event must not have occurred;
  - (i) when you offer to open a Contract, an Event of Default must not have occurred, nor must you have acted in such a way as to trigger an Event of Default; and
  - (j) when you offer to open or Close-Out any Contract, the opening of the Contract must not result in you exceeding any credit or other limit placed on your dealings with us.
- 5.10 We may refuse to accept an Order (including but not limited to any Order that relates to black-box trading, scalping or any similar trading practices) and we may place a limit on any Order or place other conditions on the receipt of instructions or Orders, in our absolute discretion and for any reason.
- 5.11 We may at any time use, add and change filters within the Titan FX Platform which prevent delivery of Orders or execution of Orders. We will notify you of any refusal or limitation as soon as reasonably practicable, unless we are prevented by law or a direction from a regulatory authority from notifying you.
- 5.12 We may cancel or amend an Order:



- (a) if required by any applicable law to do so;
- (b) in the event of an error (including a Material Error);
- (c) if we consider the cancellation or amendment appropriate, having regard to the desirability to maintain a fair and orderly market, our obligations as a Licensee or as a participant or user of the relevant exchange and our other legal and regulatory obligations; or
- (d) if the Underlying Instrument, the subject of the Contract, has been subject to a trading halt on an exchange and you have not reconfirmed instructions.

5.13 We reserve the right to refuse an Order which is larger than the Maximum Trading Size. Our quote for a Contract equal to or greater than Maximum Trading Size is not guaranteed to be within any specific percentage of any Underlying Market or related market quotation and our acceptance of your Order may be subject to special conditions and requirements that we will notify you at the time we accept your Order.

5.14 We will make reasonable efforts to effect any instructions to cancel or amend Orders as quickly as possible. If, however, an Order is filled prior to a cancellation or amendment instruction being effected, you are obliged to accept the Contract on the original terms prior to your amendment or cancellation instruction, unless the Contract is itself cancelled or amended.

5.15 You acknowledge that we do not operate any discretionary accounts and we will, unless otherwise expressly provided by the Agreement, only act on your instructions.

5.16 Unless otherwise specified in the Agreement, all Orders will remain open until either cancelled by you or purged by the Titan FX Platform. We do not accept responsibility for reinstating lapsed Orders or for contacting you to seek new instructions.

5.17 You must not instruct us to submit an Order to enter into a Contract which would breach or cause us or any other person to breach any applicable laws including, without limitation, any law or the rules in relation to:

- (a) market manipulation, false trading, market rigging, fictitious transactions, black box trading, high frequency trading, scalping, wash trading or matching of Orders;
- (b) insider trading;
- (c) short selling;
- (d) creating a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or
- (e) misleading or deceptive conduct.



5.18 Stop Loss Orders and Limit Orders are available on all instruments. We may refuse to accept any Stop Loss Orders or Limit Orders on any trade.

#### Margin Requirements to Fill Orders

5.19 An Order which involves an instruction to us to open a Contract above a certain price will not ordinarily be filled unless at the time when the price reaches the relevant limit and your Account contains sufficient trading resources to cover the Initial Margin for the trade which is to be opened.

5.20 You will remain liable for any Loss in your Account which may be realised as the result of the filling of an Order, regardless of the trading resources available on your Account at the time the Order was filled.

#### Our Right to Impose Stop Out Levels

5.21 We may impose a Stop Loss Order on any of your open Positions or your Account generally where we believe such action is necessary or desirable to limit the loss on any of your Positions including, but without limitation where:

- (a) we have any reason whatsoever to think that you will not pay us money that is or may become due to us; or
- (b) you make any statement to us which we have reason to believe may not be true; or
- (c) you fail to do anything that you have undertaken to us that you will do; or
- (d) we are having difficulty in communicating with you and there are grounds for believing that this is because you have failed to take reasonable care to ensure that you are contactable by us at all times. Such grounds will arise if (whether or not in order to make a Margin Call) we dial your authorised phone number given by you to us, but are unable to speak to you personally and:
  - i. we leave a message on any message-taking facilities offered but we do not hear from you within thirty (30) minutes of leaving the message (or, if we leave more than one, the first message we leave, although if we leave or attempt to leave a message, either with a person who offers to take a message or on an automated message-taking service but for any reason it does not reach you we will nonetheless be deemed to have left a message for you); or
  - ii. no message-taking services are offered and we dial all the numbers given by you again after a period of not less than thirty (30) minutes and are still unable to speak with you at once.

#### Informing you of Orders we impose

5.22 As soon as reasonably practicable after imposing a Stop Loss Order we will attempt to inform you that this has occurred via the Titan FX Platform. We are under no obligation to take any



other steps to inform you of the Stop Loss Order and a failure for any reason to inform you of the imposition of a Stop Loss Order will not affect the validity or enforceability of that Stop Loss Order.

### Errors in Pricing

5.23 It is possible that a Material Error may occur in the pricing of Margin FX Contracts or CFDs quoted by us, which by fault of either of us or any third party, is materially incorrect when taking into account market conditions and quotes in Underlying Instruments which prevailed at the time. A Material Error may include an incorrect price, date, time or Margin FX Contract or CFD or any error or lack of clarity of any information. If a trade is based on a Material Error, we reserve the right without your consent to:

- (a) amend the terms and conditions of the Margin FX Contract or CFD to reflect what we consider to have been the fair price at the time the Margin Contract or CFD was entered into and had there be no Material Error;
- (b) close the trade and any open Positions resulting from it;
- (c) void the Margin Contract or CFD from the outset; or
- (d) refrain from taking action to amend or void the Margin FX Contract or CFD.

5.24 We will exercise the right in paragraph 5.23 reasonably, in good faith and as soon as reasonably practicable after we become aware of the Material Error. To the extent practicable, we will give you prior notice of any action we take under this clause, but if it is not practicable, we will give you prior notice of any action we take under this clause; but if it is not practicable we will give you notice as soon as practicable afterwards. In the absence of fraud or gross negligence on our part, we are not liable to you for any loss, cost, claim, demand or expense that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error including where the Material Error arising from an information service on which we rely.

5.25 In the event that a Material Error has occurred and we exercise our rights under paragraph 5.23, we may, without notice, adjust your Account or require that any moneys paid to you in relation to the Margin FX Contract or CFD the subject of the Material Error be repaid to us as a debt due payable to us on demand.

### Price, execution process and trading platform manipulation

5.26 If we reasonably believe that you have manipulated our prices, our execution processes or our Trading Platform, we may in our sole and absolute discretion, subject to paragraph 5.23 without notice to you:



- (a) enforce the trade(s) against you if it is a trade(s) which results in you owing money to us;
- (b) treat all your trades as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 30 days of us giving you notice under this clause that you have not committed any breach of warranty, misrepresentation or undertaking in this Agreement;
- (c) withhold any funds suspected to have been derived from any such activities;
- (d) make any resultant corrections or adjustments to your Account;
- (e) close your Account; and/or
- (f) take such other action as we consider appropriate.

## 6 NO RIGHT OR INTEREST TO THE UNDERLYING INSTRUMENT

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- 6.1 Our Products and Contracts do not give you any interest or right to the relevant Underlying Instrument or have the ability to trade it on an exchange.

## 7. REQUIRED MARGINS

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### Obligations to have Required Margin

- 7.1 Our Margin Requirements apply throughout the term of each Contract. It is your responsibility to ensure that the Required Margin is available on the Account at all times. We may or may not notify you that the Actual Margin is less than the Required Margin. If, at any time during the term of a Contract, the Actual Margin is not sufficient to cover the Required Margin, you must Close-Out open Contracts or transfer adequate funds to us. Such transfer must be effected and documented immediately after we request you to do so. Even if you effect such transactions, we may either cancel any Orders or Close-Out one or more Contracts or part of a Contract at our sole discretion or both without assuming any responsibility towards you for such action.
- 7.2 If, at any time during the term of the Contract, the Actual Margin is less than the Required Margin, the shortfall is immediately due and payable, and, if not paid in accordance with the Agreement, constitutes an Event of Default.
- 7.3 We provide to you through the Titan FX Platform access to information about the Account to enable you to calculate the Required Margin. We are not responsible for any Loss you may suffer or incur as a result of not requesting any such information.
- 7.4 Where we are not able to provide you online access through the Titan FX Platform to information on the Account due to circumstances within our control, we use reasonable



endeavours to contact you to request additional funds so that Actual Margin equals Required Margin. You accept that in extreme circumstances where your Contracts are moving or have moved particularly quickly against you, we may not be able to contact you before exercising our rights to Close-Out your Contracts under the Agreement. No demands, contact, calls or notices made or given by us to you in any one or more instances invalidates the waiver given by you under this clause.

## 8. MARK TO MARKET PAYMENTS

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### Contract Valuations

8.1 We calculate the Contract Value as at each Valuation Time.

### Mark to Market Payments

8.2 If at a Valuation Time:

- (a) the Contract Value is greater than the Previous Contract Value the Short Party must pay the Long Party the excess of the Contract Value over the Previous Contract Value; and
- (b) the Contract Value is less than the Previous Contract Value the Long Party must pay the Short Party the excess of the Previous Contract Value over the Contract Value.

8.3 If on the Close-Out Date:

- (a) the Close-Out Value is greater than the Previous Contract Value the Long Party must pay the Short Party the excess of the Previous Contract Value over the Close-Out Value; and
- (b) the Close-Out Value is less than the Previous Contract Value the Short Party must pay the Long Party the excess of the Previous Contract Value over the Close-Out Value.

8.4 All Mark to Market Payments:

- (a) we owe to you are credited to your Account; and
- (b) you owe to us are debited from your Account.

on the same Business Day as the relevant Valuation Time or Close-Out Date.

8.5 Any Mark to Market Payment made under this clause 8 by:

- (a) us, is treated:
  - (i) firstly as a refund of any Trading Loss prepaid by you under clause 8.2(b); and



- (ii) secondly, to the extent of any excess of the Mark to Market Payment over the amount referred to in paragraph 8.5(a)(i), as a repayment of any Profit; and
- (b) you, are treated:
  - (i) firstly as a refund of any Profit prepaid by us under clause 8.5(a)(ii); and
  - (ii) secondly, to the extent of any excess of the Mark to Market Payment over the amount referred to in paragraph 8.5(b)(i) as a prepayment of the Trading Loss.

## 9. COMMISSIONS, CHARGES AND OTHER FEES AND COSTS

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- 9.1 You must pay to us the applicable commissions, charges, fees and costs as set out at <https://titanfx.com/trading/accounts> and also under this Agreement.
- 9.2 We may vary these commissions, charges, fees and costs without notice when changes are to your advantage, or are due to external circumstances beyond our control. Such circumstances include:
- (a) changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to you by us.
- 9.3 We may vary these commissions and charges within seven (7) days' prior notice if:
- (a) market conditions, including competitive behaviour, mean it is prudent for us to change our commissions; or
  - (b) for commercial reasons we wish to change our general cost and pricing structure; or
  - (c) significant particulars of your individual circumstances have changed.
- 9.4 Amounts due under this clause 9 are debited from your Account on the Close of Business on the day the commission, charge or other cost is incurred by you.

## 10. INTEREST

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### No interest paid on amounts we hold for you

- 10.1 Unless otherwise agreed in writing, we are not liable to:
- (a) pay interest to you on any Free Balance in your Account or any other sum held by us for you; or
  - (b) account to you for any interest we receive on such sums or in connection with any Contract in your Account.



10.2 If you fail to pay an amount payable to us under the Agreement, we may charge you interest on the unpaid amount at the Default Interest Rate. The Default Interest Rate will be the Central Bank Target Cash Rate for the relevant Underlying Instrument plus 3% per annum compounded daily. The amount of default interest will be debited from your Account daily until the amount owed to us is paid.

## 11. CURRENCY CONVERSIONS

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11.1 All amounts paid by you to us and paid by us to you may be payable in Australian Dollars, US Dollars, Japanese Yen, Singapore Dollars or Euros as agreed by you and us. The list of currencies available for deposit and withdrawal may change from time to time and may be available only to certain types of clients. Where you deal in a Contract denominated in a currency other than the Base Currency of your Account, funds transferred from our Trust Account will be converted at the currency spot rate for the conversion of the relevant funds into the Base Currency of your Account immediately on closing of the Contract at the current spot rate minus a conversion calculation fee of up to 2%, which we will charge you.

11.2 Amounts due under this clause 11 are debited from your Account immediately on the day that a currency conversion occurs.

11.3 We may waive or defer the conversion calculation fee at our discretion.

## 12. SWAP CHARGES AND SWAP BENEFITS

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12.1 When you hold a Position or Positions overnight in a Contract (other than an Excepted Contract) they will be rolled to the next Business Day, which will result in you paying a Swap Charge or receiving a Swap Benefit. The amount is determined by us and depends on factors including our Swap Rate.

12.2 Swap Rates for our Products are determined using the tom-next (tomorrow to next day) rate and plus a markup in the Underlying Market for the Underlying Instruments. Swaps are charged or credited to each individual Positions, even if you have opposing Positions in the same Product.

12.3 Most liquidity providers around the world (including global banks, financial institutions, prime brokers, and other market participants) are closed for trading on Saturdays and Sundays. Therefore, the overnight interest of foreign exchange transactions is not calculated on these two (2) days however, most liquidity providers still calculate the holding cost for these two days. For this reason, the foreign exchange market will calculate the 3-day swap for the position overnight on a particular weekday (such as Wednesdays or Fridays), so the interest for holding the Position overnight on that weekday is generally three times that of the overnight position on other weekdays. If you hold a Margin FX Contract at the close of the Trading Day on a Wednesday, the Swap Charge or Swap Benefit is multiplied by three (3) times.



- 12.4 We may need to vary the Business Day in which a 3-day Swap is charged or credited in accordance with any changes to settlement terms, public holidays or market closures. Swap is also charged or credited on public holidays in advance. Generally speaking, when a national holiday is encountered, swap fees will be calculated in advance. Please refer to our Website for detailed information on applicable Swap Rates for specific Products.
- 12.5 No Swap Charges or Swap Benefits are paid or received if you open and close a Position in the same trading day. No Swap Charge or Swap Benefit will be paid or received in the case of Excepted Contracts.
- 12.6 Swap Charges and Swap Benefits due will be accrued in the swap value field of the open trade Position. We may in our absolute discretion adjust the Swap Rate applicable to your Positions depending on your trading volume, Account balance and market conditions. We reserve the right to change the Swap Rate applicable. In the event thereof, you will receive proper notification of such change, and a revised PDS if required.

#### Rollover Charge or Rollover Benefit

- 12.7 You will be charged a rollover fee for an Excepted Contract with respect to spot and forward transactions. As long as the deal remains open, there is a Rollover Charge which represents the interest rate swap and a finance rate, which is determined by the currency pair being traded. Swap Rates are indicative rates and are subject to change based upon market volatility. They can change daily and are published on the Titan FX Platform.

#### (Swap-Free) Accounts

- 12.8 Our Swap-Free Accounts are designed primarily for traders who, due to religious beliefs, are prohibited from paying Swap Charges or receiving Swap Benefits. This ensures that your trading activities align with your beliefs.
- 12.9 Depending on your country of residence, you may be eligible for a Swap-Free Account. This account type exempts you from receiving Swap Benefits or paying Swap Charges on overnight positions.
- 12.10 Instead, after 3 days of holding a position, a daily administrative fee will apply. This fee is calculated similarly to Swap Charges and is applied daily including weekends. It is automatically deducted from your account balance in your base currency. The amount of the administrative fee will depend on the instrument, position size, and duration and is fully disclosed in your account statement and on our website.
- 12.11 Apart from the administrative fee, no additional deposit or withdrawal fees apply.
- 12.12 If you are eligible for a Swap-Free Account, you may not hold a Normal Account at the same time. Likewise, if you hold a Normal Account, you are not eligible for a Swap-Free Account. Swap-Free Accounts are available only on the MT5 Trading Platform and are offered to



selected jurisdictions at our sole discretion. We reserve the right to amend the eligibility requirements at any time.

12.13 If we suspect any abuse, misuse, or fraudulent activity in relation to your Swap-Free Account, we reserve the right to convert your Swap-Free Account to a Normal Account and/or terminate this Agreement.

12.14 Notwithstanding any provision above, no grace period applies to BTCUSD or other crypto-denominated instruments. Administrative fees for BTCUSD positions begin to accrue from the first day the position is held and are charged in accordance with our published rates.

## 13. CLOSE-OUT OF CONTRACTS

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### Close-Out of a Contract

13.1 An open Contract is Closed-Out:

- (a) on acceptance by us of your Order requesting Close-Out of your Contract; or
- (b) by us under clause 21.

### Settlement following Close-Out

13.2 If a Contract is Closed-Out under clause 13.1, we must pay any Profit and you must pay any Loss to the extent that such payment has not been paid under clause 8.

## 14. CONFIRMATIONS

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### Reporting to you

14.1 If we accept an Order, we will send you one Confirmation for all Orders per day to your registered email address within twenty four (24) hours.

14.2 If we fail to send you a Confirmation, it does not affect the validity of the Order or the Contract.

14.3 If there is a conflict between:

- (a) The Agreement; and
- (b) our records of the transaction concerning a Contract or an Order,

our records of the transaction concerning a Contract or an Order prevail.



### Client Cabinet Reports

14.4 You acknowledge that:

- (a) we may make Reports available to you through the Client Cabinet so that you can view, download and print them;
- (b) you are responsible for accessing the Client Cabinet to retrieve, view, download, and print Reports; and
- (c) each Report will be treated as provided (delivered) to you at the time that you view or download the Report.

14.5 You are solely responsible for any decisions you make, and any action or inaction, in reliance on a Report or on the availability of the Client Cabinet.

14.6 To the maximum extent permitted by law, we are not liable to you for an loss arising from or in connection with:

- (a) any reliance by you or any other person on a Report (including any reliance on the completeness, accuracy, or timeliness of a Report); or
- (b) any inability to access the Client Cabinet or to view, download, or print a Report, except to the extent that the loss is caused by our fraud, wilful misconduct, or gross negligence.
- (c) Nothing in this clause limits or excludes any liability that cannot be limited or excluded under applicable law.

14.7 We may send Reports in addition to making them available on the Client Cabinet.

### Errors

14.8 You must verify the accuracy of each Report and Confirmation received from us or made available to you.

14.9 The Confirmations are, unless we advise you otherwise, conclusive unless you notify us in writing to the contrary within three (3) Business Days of receiving the document.

14.10 If you do not notify us within the period in clause 14.9, you will be deemed to have accepted the relevant Confirmations and you waive any right to dispute it.

14.11 Reports are provided for information and record-keeping purposes only. To the maximum extent permitted by the law, you must not rely on any Report as investment, legal, tax, accounting, or other professional advice, or as a recommendation, offer or solicitation to enter into any transaction.



## 15. OUR RIGHTS

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15.1 We may, with or without notice, and in addition to any other rights we may have under these Terms and Conditions:

- (a) Close-Out or cancel all or part, as we reasonably consider appropriate, the Contracts;
- (b) reduce your Position Limit;
- (c) refuse Orders;
- (d) terminate the Agreement;
- (e) adjust the price, size or value of the Contract; or
- (f) adjust the Required Margin (leverage).

15.2 We may exercise our rights in clause 15.1 if:

- (a) an Event of Default has occurred;
- (b) we reasonably consider that there are abnormal trading conditions;
- (c) we reasonably consider it necessary for the protection of our rights under the Agreement;
- (d) we are unable to quote prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond our control;
- (e) we so decide in our absolute discretion and, in this case only, give written notice of such decision to you;
- (f) we consider that you may be in possession of 'insider information';
- (g) we consider that you may be in breach of any applicable law;
- (h) either party is so requested by any regulatory agency or authority;
- (i) your Actual Margin is less than the Required Margin; or
- (j) the aggregate of the Contract Value for your Orders and the Contract Value for all other Orders is below the minimum or above the maximum values that we reasonably consider appropriate in the market.

15.3 If we exercise our right to Close-Out all or part of any Contract, clause 13 applies except where we determine, in our sole discretion, the Close-Out Value for the affected Contract.



15.4 You accept that we may Close-Out any of your Contracts. The proportion that we Close-Out any of your Contracts is decided by us in our absolute discretion.

## 16. SUSPENSION AND MARKET DISRUPTION

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16.1 If, at any time:

- (a) trading in an Underlying Instrument on any exchange is limited or suspended; or
- (b) trading is limited or suspended on any exchange so as to restrict trading within any relevant index, such that we are prevented from determining the price of our Products referencing the relevant Underlying Instrument,

then the price of our Products referencing the affected Underlying Instruments will be generally set to the market price immediately preceding the limitation or suspension in the market for the Underlying Instruments.

16.2 If the limitation or suspension continues for five (5) Business Days, we may Close-Out the Contract and if we do so we will determine the Close-Out Date and the Close-Out Value acting in good faith. We reserve the right at all times during the term of any such limitation or suspension to adjust the price of any affected Underlying Instrument in our reasonable discretion by having regard to the prevailing market conditions affecting trading as a whole or trading in such Underlying Instrument.

## 17. CLIENT'S WARRANTIES AND REPRESENTATIONS

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17.1 You warrant and represent that:

- (a) you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- (b) the moneys used to fund your transactions are not or will not be derived from or related to any money laundering, terrorism financing or other illegal activities under any applicable law, international law or convention or by agreement;
- (c) no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator or similar officer has been appointed in relation to your affairs and no application has been made for the appointment of any of these persons;
- (d) you will not conduct any transactions, including trades, which contravene any laws or regulations, including in relation to insider trading, market manipulation or market abuse;
- (e) you have not been solicited by Titan FX in any restricted jurisdiction, you have approached Titan FX on your own initiative and any use of the services in connection



with a restricted jurisdiction is made solely on the basis of reverse solicitation, to the extent permitted by applicable law.

- (f) if you are a trustee, there is no current or pending or threatened action or proceeding affecting the trust or any of the trust's assets before any court or body which draws or purports to draw into question or is likely to affect the legality, or validity, of your right of indemnity under the trust deed or of these Terms and Conditions or any product or your ability to observe your obligations under it;
- (g) if you completed the Application in the name of a body corporate:
  - (i) it is duly authorised and validity existing under the laws of its jurisdiction of incorporation; and
  - (ii) it is properly empowered and has obtained the necessary corporate or other authorities pursuant to its constitutional and organisational documents;
- (h) if you completed the Application in the name of a trustee:
  - (i) you are the only trustee of the trust;
  - (ii) no action has been taken or has been proposed to be taken to remove you as trustee of the trust;
  - (iii) you have power under the trust deed to enter into and comply with your obligations under the Agreement and any Contract or Order;
  - (iv) you have in full force and effect the authorisations necessary to enter into the Agreement or any Contract and make an Order, perform obligations under them and allow them to be enforced (including under the trust deed and its constitution (if any));
  - (v) you have a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by you under the Agreement and any Contract or Order;
  - (vi) trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which you have a right to be indemnified out of the trust fund;
  - (vii) you have not, and never have been, in default under the trust deed;
  - (viii) no action has been taken or has proposed to be taken to terminate the trust;
  - (ix) you and your directors and other officers have complied with their obligations in connection with the trust; and
  - (x) you have carefully considered the purpose of the Agreement and any Contract or Order and consider that entry into the Agreement and any Contract or Order is for



the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable; and

- (xi) all necessary consents required in order for it to conduct its business and relevant to the performance, validity or enforceability of the Agreement and any Contract or Order have been obtained and are in full force and effect;
- (i) you are not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Agreement or any Contract or transaction contemplated by the Agreement;
- (j) you are in compliance with all laws to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- (k) the information you give us is complete, accurate and not misleading in any material respect and you will notify us in writing in three (3) Business Days of any changes to your information;
- (l) unless stated in the Application Form, you are not acting as trustee of a trust;
- (m) all funds deposited in the Account are not subject to an Encumbrance;
- (n) no Event of Default continues unremedied;
- (o) there are no actions or claims pending the adverse determination of which might have a Material Adverse Effect on your ability to perform your obligations under the Agreement any Contract or Order, or on the rights granted to us;
- (p) you are not entitled to claim for yourself or any of your assets or revenues any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process in respect of your obligations under the Agreement or any Contract or Order; and
- (q) the information contained in the Application Form is complete and accurate.
- (r) the above warranties and representations are deemed to be repeated each time you place an Order.
- (s) you acknowledge that we have entered into these Terms and Conditions in reliance on the representations and warranties in this clause.

## 18. UNDERTAKINGS AND ACKNOWLEDGEMENTS

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18.1 You undertake to:

Phone +678 27504

[info@titanfx.com](mailto:info@titanfx.com)  
[www.titanfx.com](http://www.titanfx.com)



- (a) notify us if any warranty or representation made by you is or becomes incorrect or misleading;
- (b) do everything necessary to ensure that no Event of Default occurs;
- (c) supply to us when requested to do so such financial or other information relating to you as we may from time to time reasonably request.

## 19. INDEMNITY AND EXCLUSION OF LIABILITY

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### Indemnity

19.1 You indemnify us against any liability or Loss arising from or incurred in connection with:

- (a) fax, telephone, email or written instructions purporting to originate from your offices or to be given by an Authorised Person; or
- (b) us taking action upon the occurrence of an Event of Default; or
- (c) against a breach of your obligations under these Terms and Conditions; or
- (d) any Loss or claim suffered or incurred by you in respect of our Titan FX Platform due to the unavailability of the Titan FX Platform, system and data errors, delays, inaccuracies, errors or omissions in data provided to you, software or computer viruses or the unauthorised use of the Titan FX Platform at any time; or
- (e) any claim or Loss suffered or incurred by you except to the extent that such a Loss is suffered or incurred as a result of our gross negligence or wilful default; or
- (f) us acting in accordance with any direction, request or requirement of any regulatory authority or government body.

You agree to pay amounts due under this indemnity on demand from us.

19.2 We are not liable to you for any Loss suffered or incurred by you due to failure of the system, transmission failure or delays or similar technical errors whether or not the error might be due to factors under our control.

19.3 We are not liable to you for any removal of profits or losses you might suffer due to errors in quotes which are the result of our typing errors or feed errors committed or our erroneous perception of information entered into the system by you;

19.4 This indemnity survives any termination of these Terms and Conditions.

### Exclusion of Liability

19.5 We are not liable for Loss caused by:



- (a) the exercise or attempted exercise, failure to exercise, or delay in exercising, of a right or remedy under the Agreement;
- (b) losses which are not reasonably foreseeable;
- (c) any action taken by a product provider, market or regulatory body;
- (d) errors in pricing;
- (e) claims in relation to advice provided by us;
- (f) performance of the Titan FX Platform;
- (g) not accepting your Orders or delay in accepting your Orders;
- (h) not designating or delaying in designating amounts as either Actual Margin or Free Balance on the Account.

## 20. DEALINGS BETWEEN YOU AND US

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20.1 We are entitled to act on the oral or written instructions in relation to any Orders:

- (a) of any Authorised Person;
- (b) of any person who appears to us to be an Authorised Person, notwithstanding that the person is not, in fact, so authorised; and
- (c) transmitted using your username, account number, user ID and/or password.

20.2 You agree to promptly provide any instructions to us which we may require. If you do not provide the instructions within three (3) Business Days, we may, in our absolute discretion, take such steps at your cost, as we consider necessary or desirable for our own protection or your protection. This provision is similarly applicable in situations when we are unable to contact you.

20.3 We may (but we are not obliged to) require confirmation in such form as we may reasonably request if an instruction is to remit money due to you or if it appears to us that such confirmation is necessary or desirable.

20.4 If you are more than one person (for example, joint account holders):

- (a) the liabilities of each such person are joint and several;
- (b) we may act upon instructions received from any one person who is, or appears to us to be, such a person, whether or not such person is an Authorised Person;



- (c) any notice or other communication provided by us to one such person is deemed to have been provided to all such persons; and
- (d) our rights under clause 3 apply in an Event of Default that occurs in respect of any one of such persons.

## 21. TERMINATION

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21.1 If all your Contracts have been Closed-Out, you may terminate the Agreement, including all your rights associated with the use of the Titan FX Platform, within fourteen (14) days by giving written notice to us.

21.2 We may:

- (a) Close-Out any Contracts; and
- (b) terminate the Agreement, including your rights associated with the use of the Titan FX Platform, either:
  - (c) at any time on giving you fourteen (14) days' notice; or immediately, following an Event of Default or to otherwise protect our interests, without notice to you.

21.3 On termination by any party, we may consolidate all Accounts held by you, and deduct all amounts due to you from any Account, before transferring any credit balances on any Account to you.

21.4 After the Agreement has been terminated, in addition to the rights set out at clause 21.3:

- (a) any indemnity granted by you;
- (b) the indemnity granted under clause 19;
- (c) all of your confidentiality obligations;
- (d) your obligations in relation to the Titan FX Platform in clause 3;
- (e) the representations and warranties given by you; and
- (f) any exclusion of our liability, under the Agreement, and any other rights or obligations you have which arose before the Agreement is terminated, continue to have full force and effect.

### Assignment

21.5 You may not assign or otherwise deal with your rights under the Agreement or a Contract or allow any interest in them to arise or be varied, in each case, without our consent.



21.6 We may assign or otherwise deal with our rights under the Agreement or a Contract (including by assignment or participation) without the consent of any person. You agree that we may disclose any information or documents we consider necessary to help us exercise this right.

### Set-off

21.7 We may set off any amount owing by us to you (whether or not due for payment) against any amount due for payment by you to us under the Agreement, any Contract or an Order including after termination.

21.8 We may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing to us by you). This clause applies despite any other agreement between you and us.

## 22. EVENTS OF DEFAULT

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### What constitutes an Event of Default

22.1 Any of the following events constitutes Events of Default, which upon their occurrence give us the right to take action in accordance with clause 22.2:

- (a) you do not pay on time any amount payable by it under the Agreement in a manner required under these Terms and Conditions, including, for the avoidance of doubt, any situation where the Actual Margin on your Account at any time is less than the Required Margin; or
- (b) you do not comply with any obligation under the Agreement (other than those covered by paragraph (a) and, if the non-compliance can be remedied, does not remedy the noncompliance within seven (7) days;
- (c) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a Material Adverse Effect; or
- (d) any change in law or interpretation which makes it unlawful for us to give effect to any provision of the Agreement;
- (e) we or you are requested to end a Contract (or any part of a Contract) by any regulatory agency or authority;
- (f) you die or become of unsound mind;
- (g) a representation or warranty made, or taken to be made, by or for you in connection with the Agreement is found to have been incorrect or misleading when made or taken to be made; or
- (h) you exceed the Position Limit on your Account;



- (i) you become Insolvent; or
- (j) where you are trustee of a trust:
  - (i) you cease to be the trustee of the trust of any step is taken to appoint another trustee of the trust, in either case without your consent; or
  - (ii) an application or order is sought or made in any court for:
  - (iii) removal of you as trustee of the trust; or
  - (iv) property of the trust to be brought into court or administered by the court or under its control; or
  - (v) a notice is given or meeting summoned for the removal of you as trustee of the trust or for the appointment of another person as trustee jointly with you; or
- (k) the Agreement or a transaction in connection with the Agreement is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable (“claimed” in this paragraph means claimed by you or anyone on behalf of any of it); or
- (l) distress, execution or other process is levied against any property of you and is not removed, discharged or paid within seven days; or
- (m) any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge; or
- (n) We reasonably consider it necessary for its own protection or the protection of its associates.

#### What action we may take

22.2 If an Event of Default occurs (or as otherwise set out in clause 22.1) we may take all or any of the following actions without prior notice to you (either immediately or at any time at our sole discretion):

- (a) immediately require payment of any amount due to us, including Margin;
- (b) terminate these Terms and Conditions;
- (c) Close-Out all or any of your open Positions;
- (d) limit the size of your open Positions either in monthly terms or a number of Positions (net or gross);
- (e) refuse orders to establish new Positions;
- (f) convert any ledger balances to the Base Currency of your Account;



- (g) exercise our rights of set off;
- (h) change the Margin Percentage;
- (i) impose new Margin Requirements to your trading or Account;
- (j) limit or withdraw the credit on your Account;
- (k) suspend your Account and refuse to execute any trades;
- (l) require you immediately to Close-Out and settle the Position in such a manner as we request;
- (m) enter into any transaction at such rates and times as we may determine in order to meet any obligation you may have incurred under a Position;
- (n) combine, Close-Out or consolidate any of the Accounts and offset any and/or amounts owed to, or by, us in such manner as we may in our absolute discretion determine; or
- (o) retain any amount owed by us to you against any contingent liability of yours to us or so long as the contingency subsists.

#### Additional suspension and closing rights

22.3 We may also Close-Out your Account, having given fourteen (14) days' written notice in the circumstances set out below:

- (a) any litigation is commenced involving both you and us that places us in an adversarial position, and in view of the subject matter of or any issues in dispute in relation to that litigation we decide that we cannot continue to deal with you while the litigation is pending;
- (b) where you have acted in an abusive manner toward our staff (for example by displaying what we consider to be discourtesy or the use of offensive or insulting language); or
- (c) where we believe on reasonable grounds that you are unable to manage the risks that arise from your trades.

22.4 If we rely on our rights under this clause, your Account will be suspended during the fourteen (14) day notice period and you will not be able to place trades other than to Close-Out existing open Positions. If you have not Closed-Out all the open Positions within the fourteen (14) days' notice period we are entitled to take any action described in clause 22.2 of these Terms and Conditions.

#### Our rights to close or void



22.5 Without limiting our right to take action under clauses 22.2, 22.3 and 22.4, we may also Close-Out or void individual open Positions and/or cancel any Order where:

- (a) we are in dispute with you in respect of an open position. In this case we can Close-Out all or part of the open Position in order to minimise the amount in dispute; and/or
- (b) there is a material breach by you of the Agreement in relation to the open position.

### Compliance with the Law

22.6 Despite any provisions of the Agreement, in providing the services under these Terms and Conditions, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure services provided under the Agreement are in compliance with all applicable laws.

22.7 You agree strictly to comply with all applicable laws. If we consider you have not so complied, we may terminate these Terms and Conditions immediately without notice, regardless of whether there has been an Event of Default.

## 23. GENERAL

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### How we may exercise our rights

23.1 We may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing clauses).

23.2 If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.

23.3 Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies given by law independent of these Terms and Conditions. We may enforce our rights and remedies in any order we choose.

### Reinstatement of rights

23.4 Under law relating to liquidation, administration, insolvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Agreement is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) we are immediately entitled as against you to the rights under the se Terms and Conditions to which it was entitled immediately before the transaction; and
- (b) on request from us, you agree to do anything (including signing any document) to restore to us any rights
- (c) held by it immediately before the transaction.



### No merger

23.5 Our rights under these Terms and Conditions are additional to and do not merge with or affect and are not affected by any Encumbrance held by us or any of your other obligations of, despite any rule of law or equity or any statutory provision to the contrary.

### Further steps

23.6 You agree to do anything we ask (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind you and any other person intended to be bound under these Terms and Conditions;
- (b) to show whether you are complying with these Terms and Conditions.

### Amendment

23.7 We may amend, change, revise, add, modify or replace these Terms and Conditions at any time. In doing so we must comply with any applicable law.

23.8 When any amendments to these Terms and Conditions are made, we will email you the most updated Terms and Conditions. If at any time you would like to receive the latest copy of the Terms and Conditions, please email us.

23.9 We may, following thirty (30) days notice to you, charge you additional fees and/or commissions or increase the current fees and/or commissions) under these Terms and Conditions.

### Waivers

23.10A provision of these Terms and Conditions, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

### Inconsistent law

23.11 To the extent permitted by law, the se Terms and Conditions prevails to the extent it is inconsistent with any law.

23.12A provision of these Terms and Conditions that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.

23.13Rights given to us under these Terms and Conditions and your liabilities under it are not affected by anything which might otherwise affect them at law.



23.14 Any present or future legislation which operates to vary your obligations in connection with an agreement with the result that our rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

#### Notices and other communications

23.15 Unless expressly stated otherwise in the Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with these Terms and Conditions:

- (a) must be in writing or such other means as we specify from time to time;
- (b) must be signed by the sender (if an individual) or an Authorised Person of the sender;
- (c) will be taken to be received:
  - (i) if delivered by person or by post - when delivered, received or left at the last notified address of the recipient;
  - (ii) if delivered by person or by post - when delivered, received or left at the last notified address of the recipient;
  - (iii) if posted, within three (3) Business Days of posting;
  - (iv) if oral, whether by telephone or face to face, when actually given;
  - (v) if by leaving a message on a telephone answering machine or voice mail, when the message was left; and
  - (vi) if posted on or provided through the Website or Titan FX Platform or if sent by electronic mail, on posting, providing or sending.

23.16 We may, to the extent of your authorisation, give a communication under these Terms and Conditions to your Authorised Person.

23.17 Communications take effect from the time they are received unless a later time is specified in them.

23.18 You agree and acknowledge that any Confirmations and any other written notices will be deemed to have been properly given or made available if sent to the address (including electronic mail address) last notified to us by you or if posted on or provided through the Website or the Titan FX Platform.

23.19 You may alter the address to which Confirmations and other communications are issued to you, by written notice to us and we may notify you of a change to any of our details, provided



in either case that such alteration will only be effective on the date specified in the notice and the time of deemed service.

23.20 You agree and acknowledge that you are solely responsible for ensuring that we have your current address, telephone number, facsimile number and electronic mail address.

23.21 Notice can be sent to the following:

(a) Registered address of the entity from which you are onboarded, being:

- i. Titan FX Limited: 1st Floor Govant Building, 1276 Kumul Highway, Port Vila, Republic of Vanuatu;
- ii. Titan Markets: c/o Credentia International Management Ltd, The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebene, Republic of Mauritius;
- iii. Goliath Trading Limitedt IMAD Complex, Office 12, 3rd Floor, Ile Du Port, Mahe, Seychelles;
- iv. Atlantic Markets Limited: Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.

(b) Telephone: +678 27504; or

(c) Email Address: [info@titanfx.com](mailto:info@titanfx.com)

### Authorised Persons

23.22 We may accept your authorisation of another person (“**Authorised Person**”) to give instructions (including dealing instructions) on your behalf. You must notify us in your Application Form or otherwise in writing in a way permitted by us of any such authorisation, setting out the full name, telephone number, email address and signature of that person and any other information required by us to identify the Authorised Person.

23.23 Any change or revocation of such authority is only effective upon receipt of a signed written notice of change or revocation from you. We are only bound by any such variation upon written notice being received by us.

23.24 If another person is later appointed an Authorised Person, the notice must include the full name, telephone number, email address and specimen signature of that person and be verified by an Authorised Person and any other information required by us to identify the Authorised Person and, if you are a body corporate, by a director.

### Applicable Law

Phone +678 27504

[info@titanfx.com](mailto:info@titanfx.com)  
[www.titanfx.com](http://www.titanfx.com)



23.25 These Terms and Conditions are governed by the law in force in the jurisdiction from where you are onboarded and you submit to the non-exclusive jurisdiction of the courts of the said country.

23.26 For the avoidance of doubt, this clause will not prevent us from commencing proceedings in any other relevant jurisdiction.

23.27 Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices as notified to the other party from time to time.

### Confidentiality

23.28 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreement) except:

- (a) with the consent of the party who provided the information (such consent not to be unreasonably withheld) or;
- (b) if allowed or required by law or the Agreement or required by any exchanges;
- (c) to any person in connection with an exercise of rights or a dealing with rights or obligations under an agreement (including in connection with preparatory steps such as negotiating with any potential assignee or potential sub-participant or other person who is considering contracting with us in connection with the Agreement).

### Indemnities

23.29 Any indemnity in these Terms and Conditions is a continuing obligation, independent of your other obligations under the Agreement and continues after the Agreement ends. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity under the Agreement.

### Consent to Telephone Recording

23.30 You agree that we may record all telephone conversations, internet conversations (chat), and meetings between you and us and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom we, in our entire discretion, see it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between us and you.

### Netting

23.31 If on any date the same amounts are payable under these Terms and Conditions by each party to the other in the same currency, then, on such date, each party's obligations to make payment of any such amount will be automatically satisfied and discharged. If the amounts are not in the same currency, the amounts are converted by us in accordance with clause 11.



23.32 If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable must pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.

23.33 If these Terms and Conditions is terminated according to clause 21, you and we agree that the claims we have against each other are finally discharged by means of Close-Out netting. We will determine the Close-Out Values for each affected Contract in our sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

Any default to make payments to us is deemed to be an application for credit

23.34 Every failure by you to pay an amount payable to us under the Agreement is deemed to be an application for credit from us.

## 24. FORCE MAJEURE

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### Force Majeure Event

24.1 For the purpose of these Terms and Conditions, a Force Majeure Event means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency or body.

24.2 A Force Majeure Event includes, but not limited to:

- (a) where we are, in our opinion, unable to maintain an orderly market in our products in respect of any one or more of the Underlying Instruments as a result of the occurrence of any act, omission or event (including but not limited to any circumstance beyond our control such as strike, riot, civil unrest or failure of power supply, communications or other infrastructure);
- (b) the suspension, closure, liquidation or abandonment of any relevant market or Underlying Instruments;
- (c) the imposition of conditions, limits or special or unusual terms in the relevant markets or Underlying Instruments;
- (d) the imposition of conditions, limits or special or unusual terms on us by our hedging counterparties;
- (e) the excessive movement, volatility or loss of liquidity in the relevant markets or Underlying Instruments;



- (f) where we reasonably anticipate that any of the circumstances set out in clause 24.2(a) to 24.2(e) of these Terms and Conditions are about to occur.

#### Notice and Suspension of Obligations

24.3 If a party to the Agreement are affected, or likely to be affected, by a Force Majeure Event that party must immediately give the other party prompt noticed of that fact including:

- (a) full particulars of the Force Majeure Event;
- (b) an estimate of its likely duration;
- (c) the obligations affected by it and the extent of its effect on those obligations; and
- (d) the steps taken to rectify it.

24.4 The obligations under the Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force

#### Actions We May Take

24.5 If we determine that a Force Majeure Event exists then we may (without prejudice to any other rights under the Agreement and at our sole discretion) take any one or more of the following steps:

- (a) alter normal trading times;
- (b) the Margin Percentage, Margin Call Level and/or Stop Out Level;
- (c) amend or vary the Agreement and any transaction contemplated by the Agreement, including any Contract, insofar as it is impractical or impossible for us to comply with our obligations to you;
- (d) any or all open Positions, cancel instructions and orders as we deem to be appropriate in the circumstances; or
- (e) take or omit to take all such other actions as we deem to be appropriate in the circumstances having regard to the Positions of us, you and other customers.

24.6 In some circumstances, we may be unable, after using all reasonable efforts, to acquire, substitute, maintain, unwind or dispose of any Underlying Instrument we consider necessary to hedge or protect our exposure to market and other risks arising from an open Position. In such circumstances, we may Close-Out that open Position at the Contract Price.

24.7 To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under clause 24.5 before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.



## 25. DISPUTE RESOLUTION

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### Informing us about disputes

25.1 You should inform us immediately in writing of any dispute or difference whatsoever in connection with these Terms and Conditions. We will investigate and endeavour to resolve any dispute or difference in accordance with our internal complaints handling system.

### How disputes are dealt with

25.2 Any dispute or difference in connection with these Terms and Conditions must be resolved in the jurisdiction from where you are onboarded, in accordance with our procedures from time to time for handling disputes. You should contact us or consult the PDS for information about our internal complaints process.

### Where we may commence legal proceedings

25.3 Clause 25.2 is for the benefit of us only, and it does not prevent us from commencing proceedings against you in any relevant jurisdiction, in addition to submitting any dispute or difference whatsoever with you in connection with these Terms and Conditions to arbitration.

## 26. CONFLICTS OF INTEREST

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26.1 A conflict of interest may arise when our interests compete, interfere or appear to compete with your interests under the Agreement. You understand and agree that such circumstances may arise and where they do, we will exercise our best endeavours to mitigate them.

26.2 Subject to the applicable laws, we may pay to and accept from third parties (and not be liable to account to you) benefits, commissions or remunerations which are paid or received as a result of Contracts entered into by you.

26.3 We may give general financial product advice or provide other financial services to another client in relation to which you enter a Contract.

26.4 Subject to applicable laws, we are not under any obligation to account to you for any profit, commission or remuneration made or received from or by reason of Contracts or circumstances in which we have a material interest or where in particular circumstances a conflict of interest may exist.

26.5 You acknowledge that you are aware of the possibility that the conflicts disclosed in this clause will arise and consent to us acting notwithstanding such conflict.



## 27. PRIVACY

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- 27.1 Before completing the Application Form you should read the PDS, these Terms and Conditions and our privacy policy carefully. The Application Form requires you to disclose personal information which we require for the following reasons.
- 27.2 We collect personal information from you in order to process your Application, and if your Application is accepted, to administer your trading activity to provide you with services related to your trading activity. If you do not provide us with your personal information we may not be able to process your Application.
- 27.3 In order to do these things, we may disclose your personal information on a confidential basis to our agents, contractors or third party service providers to whom we outsource services (the Service Providers), to our related bodies corporate, our professional advisers, or to a proposed purchaser of the whole or any substantial part of our business, even if the disclosure is to an organisation overseas which is not subject to equivalent privacy obligations as apply to us.
- 27.4 We may also disclose your personal information to relevant regulators as required or authorised by law.
- 27.5 We may also use your personal information to tell you about our products and services offered by us and in order to do that we may disclose your information to other service providers.
- 27.6 We also disclose your personal information to your financial adviser.
- 27.7 You acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, and you consent to such transfer.
- 27.8 Please contact us if you do not consent to us using or disclosing your personal information. It is important that you contact us because, by applying for an Account, you will be taken to have consented to these uses and disclosures. To provide you with a Contract we must use and disclose your personal information in the ways disclosed in paragraphs 27.2 to 27.3.
- 27.9 In most cases you can gain access to the personal information that we hold about you. We may charge you a fee for providing access, based on the cost of providing the information. We aim to ensure that the personal information we retain about you is accurate, complete and up-to-date. To assist us with this, please contact us if any of the details you have provided change. If you have concerns about the completeness or accuracy of the information we have about you, we will take steps to correct it.
- 27.10 Our full privacy policy is available from our Website ([www.titanfx.com](http://www.titanfx.com)).

## 28. INTERPRETATION

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## 28.1 Definitions

These meanings apply unless the contrary intention appears:

**Account** means an account you have with us. Please note that all reference to Accounts in this Agreement mean an account to trade the Products with us.

**Actual Margin** means the amount standing to the credit of your Account and designated as Actual Margin.

**Agreement** means your completed and submitted Application Form, Financial Services Guide, Website, Titan FX Platform, these Terms and Conditions, PDS, Confirmations and any additional terms and conditions issued and in connection with our dealings with you, as amended, varied or replaced from time to time.

**Application** means your application to us for an Account completed by you and submitted to us.

**Application Form** means the application form and account opening documentation, including all documentation required to be returned for KYC purposes, completed by you and submitted to us.

**Authorised Person** means those persons you notify us as authorised by you to give instructions under these Terms and conditions.

**Base Currency** means the currency as agreed under clause 2.15 of these Terms and Conditions.

**Bought Swap Rate** means LIBID for a currency minus a margin of no more than 0.25% as determined by us.

**Business Day** means a day on which banks are open for general banking business (not being a Saturday, Sunday or public holiday in that place) in Vanuatu.

**Central Bank Target Cash Rate** means the interest rate of the central bank used to guide monetary policy toward desired economic outcomes.

**CFD(s)** means a contract for difference.

**Client Cabinet** means a function within your Account on the Titan FX Platform to facilitate the communication between you and us.

**Close of Business** means 22.00 GMT.

**Close-Out Date** means the date on which all or part of a Contract is Closed-Out.



**Close-Out or Closed-Out** means the termination of all or part of a Contract in accordance with clause 13.

**Close-Out Value** means, in relation to a Contract, the Contract Value when the relevant Contract was Closed-Out.

**Confirmation(s)** means a message sent by us or made available to you on the Titan FX Platform confirming your transaction in respect of a Contract.

**Contract** means any contract, whether oral or written, including any derivative, option, future, contract for difference or other transaction relating to such financial products entered into by us with you. Contract is also referred to as Position in the Agreements.

**Contract Quantity** means in relation to a Contract, the number of Contract Units as the case may be, traded by you as stated in the Confirmation.

**Contract Unit** means the relevant unit for the type of Contract you wish to trade with us in accordance with the Agreement.

**Contract Value** means for any contract or Order for any Contract the amount calculated by us in accordance with the following formula:

$$\text{price of the Underlying Instrument} \times \text{Contract Quantity}$$

**Default Interest Rate** means the Central Bank Target Cash Rate for the relevant Underlying Instrument plus 3% per annum compounded daily

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit or prendre, easement or any other security arrangement or any other arrangement having the same effect.

**Event of Default** means an event described in clause 22 of these Terms and Conditions.

**Excepted Contracts** means a spot and forward Contract.

**Expiry Date** means the day on which the Contract expires.

**Free Balance** means, at any time, the excess (if any) of the balance of your Account at that time over the Required Margin.

A person is **Insolvent** if:

- (a) it commits act of bankruptcy;
- (b) a liquidator or trustee in bankruptcy or similar person is appointed to the person;
- (c) it is (or states that it is) an insolvent under administration or insolvent; or



- (d) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property; or
- (e) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved; or
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (g) have failed to comply with a statutory demand; or
- (h) it is otherwise unable to pay its debts when they fall due; or
- (i) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Grace Period** means a period of up to three (3) consecutive days during which a position may be held overnight without incurring any administrative fee. This grace period applies exclusively to Swap-Free Accounts and applies to all positions except BTCUSD positions.

**Know Your Customer** or **KYC** means identification procedures undertaken by us or any entity nominated by us to verify the identity of customers.

**Initial Margin** means, the amount calculated as follows: (Quantity of Contract units x Contract price) x Margin Percentage

**LIBID** means the London interbank Bid Rate.

**Licensee** means the holder of a financial services licence.

**Limit Order** means opening or closing a Contract at a predetermined price that is more favourable to you than the current market price.

**Long Party** means in respect of any Contract the party identified in the Confirmation as having notionally bought the Underlying Instrument.

**Loss** means indirect, direct and/or consequential financial losses, damages, costs, judgments, penalties, fines, expenses, liabilities, legal and accounting fees and expenses, costs of investigation, settlements, court costs and other expenses of litigation, as well as fees and expenses and losses not related to litigation or legal process and lost profits, however it arises and whether it is present, future, fixed or unascertained, actual or contingent.

**Margin** means the amount that you must pay us and have in your Account to enter into or maintain a Contract with us in accordance with these Terms and Conditions.



**Margin Call** means a call on you normally made via the Titan FX Platform, requesting you to top up the amount of money you have in your Account as Margin.

**Margin Call Level** means a particular Margin Level at or below which the Titan FX Platform will automatically trigger a Margin Call;

**Margin FX Contract(s)** means margin foreign exchange contracts which are a type of over the counter derivative contracts.

**Margin Level** means the percentage of Net Equity to Total Margin Requirements.

**Margin Percentage** means the percentage rate applicable to your Contract as specified by us in our sole discretion and published on our Website.

**Margin Requirement(s)** means the amount of money that you are required to pay to us and deposit with us for entering into a trade and/or maintaining an open Position.

**Mark to Market Payments** means the payments calculated under clause 8.

**Material Adverse Effect** means a material adverse effect on:

- (a) your ability to comply with its obligations under these Terms and Conditions; or
- (b) your rights under these Terms and Conditions; or
- (c) the business or financial position of you.

**Material Error** means errors, omissions or misquotes that may occur in relation to Products.

**Maximum Trading Size** means such maximum Contract Quantity or Contract Value as we may specify through our Titan FX Platform and/or Product Schedule on our Website from time to time for any type of Product.

**Minimum Trading Size** means such minimum Contract Quantity or Contract Value as we may specify through our Titan FX Platform on our Website from time to time for any type of product.

**Net Equity** means the aggregate of the current cash balance in your Account, adding all your realised and unrealised profits and losses, and deducting applicable charges and fees payable to us. The term Net Equity under the Agreement has the same meaning as given to it in the PDS.

**Normal Account** means a standard trading account that we offer under which you may incur Swap Charges or entitle to receive Swap Benefits on overnight positions.

**Opening Value** means the Contract Value when the Contract was firstly opened.



**Opening price of the Underlying Instrument** means the price of the Underlying Instrument on opening the Contract as agreed between us and you.

**Order** means an offer made by you under the Agreement.

**PDS or Product Disclosure Statement** means the product disclosure statement issued by us, including any supplementary and replacement product disclosure statement.

**Position** has the same meaning as Contract.

**Position Limit** means a limit placed by us on the sum of the Contract Values for all Contracts between us and you.

**Previous Contract Value** means, the amount calculated as follows:

- (a) where the Contract Value is being determined for the first time for a Contract, the Opening Value;
- (b) in all other cases, the Contract Value at the most recent Valuation Time.

**Product** means any of the Margin FX Contracts and CFDs available via the Titan FX Platform at any given time, offered by us.

**Profit** means the difference between the Opening Value and the Close-Out Value, for a Contract, if you are:

- (a) the Long Party and the Close-Out Value is higher than the Opening Value, for the Contract;
- (b) the Short Party and the Close-Out Value is lower than the Opening Value, for the Contract.

**Report** means any account statements, trade confirmations, transaction records, reports or other documents or information (whether periodic or ad hoc) relating to your trading account, contracts, transactions, balances, positions or activities, which we make available or deliver to you from time to time, including via the Client Cabinet, electronic communication, or any other means permitted under this Agreement.

**Required Margin** means an amount that is required to be standing to the credit of your Account which is calculated as follows:

- (a) When an Order is placed to open a Contract, an amount that is:

Opening Value × Margin Percentage

- (b) Throughout the term of an open Contract:

Contract Value × Margin Percentage



In respect of each such open Contract between you and us.

**Rollover Charge** means a charge you may have to pay where you have a futures based CFD held overnight.

**Short Party** means the party identified in the Confirmation as having notionally sold the Underlying Instrument.

**Stop Loss Order** means an Order placed to limit the loss on an open Position. This can be placed either by us or by you.

**Stop Out Level** means the level of Margin Level that will allow us the ability for us to close all or some of your open Contracts.

**Swap Benefit** means a benefit you may receive on a Contract held overnight and which is described in clause 12.

**Swap Charge** means the charge calculated in accordance with clause 12.

**Swap-Free Account** means a trading account that we offer to eligible clients at our discretion, under which you do not incur overnight Swap Charges on overnight positions, but an administrative fee may apply after a specified holding period.

**Swap Rate** means the rate determined by us from time to time having regard to, among things, market rates and financing rates.

**Titan FX Platform** means the trading platform we make available to you by which you may trade with us online in our Product. This includes any electronic service provided by us, for example an internet trading service offering clients access to information and trading facilities, via an internet service, social application and/or electronic order routing system and relevant software provided by us to enable you to use an electronic trading service.

**Terms and Conditions** means these terms and conditions.

**Total Margin Requirement** means the sum of your Margin Requirements for all of your open Positions.

**Trading Day** means Monday to Friday (Trading Platform Time) including public holidays during which our Titan FX Platform is open for trading. A Trading Day starts at 00:00 and ends at 24:00 of the Trading Platform Time.

**Trading Loss** means, the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if you are:

- (a) The Long Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract; or



- (b) The Short Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract.

**Trading Platform Time** means the time zone our Titan FX Platform is set in. This may change from time to time and is generally GMT+2 or GMT+3. Please refer to our Website for the time zone of our Trading Platform Time.

**Trust Account** means our segregated client money account.

**Underlying Instrument** means the instrument which we list as being available to underlie an Order or Contract. An Underlying Instrument could be currency, an index, Commodity, futures contract, cryptocurrencies or other instrument or asset or factor the reference to which the value of a Product is determined.

**Underlying Market** means the market in which the Underlying Instrument is traded.

**Valuation Time** means:

- (a) the Close of Business on each Business Day; and
- (b) any other time that we decide in our absolute discretion.

**We, Titan FX, Us or Our** means, as applicable:

- a. Titan FX Limited, registered and regulated by the Financial Services Commission of the Republic of Vanuatu under registration number 40313 and registered office at 1st Floor Govant Building, 1276 Kumul Highway, Port Vila, Republic of Vanuatu;
- b. Titan Markets, registered and regulated by the Financial Services Commission of Mauritius with license number GB20026097 and having its registered office at c/o Credentia International Management Ltd, The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201 Ebene, Republic of Mauritius;
- c. Goliath Trading Limited, registered and regulated by the Financial Services Authority of Seychelles under license number SD138 and registered office at IMAD Complex, Office 12, 3rd Floor, Ile Du Port, Mahe, Seychelles; and
- d. Atlantic Markets Limited, registered and regulated by the Financial Services Commission of the British Virgin Islands, under license number SIBA/L/23/1124 and registered office at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands.

Titan FX is not under the supervision of the JFSA, it is not involved with any acts considered to be offering financial products and solicitation for financial services, and this website is not aimed at residents in Japan.

**Website** means the internet address [www.titanfx.com](http://www.titanfx.com) and includes the Titan FX Platform.



**Withdrawal Fee** means a fee of 4% of the amount of each subsequent withdrawal request in the event that we identify deceitful or fraudulent activities, or deposits or withdrawals without recent trading activities.

**You or Your** means the individual or body corporate who wishes to enter or has entered into these Terms and Conditions with us.

## 28.2 References to certain general terms

Unless the contrary intention appears, a reference in these Terms and Conditions to:

- (a) (singular includes plural) the singular includes the plural and vice versa;
- (b) (variation or replacement) a document (including these Terms and Conditions) includes any variation or replacement of it;
- (c) (law) law means common law, principles of equity, and laws made by parliament;
- (d) (person) the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (e) (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (f) (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and to each of them individually;
- (g) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (h) (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) (accounting terms) an accounting term is a reference to that term as it is used in accounting standards in accounting principles and practices generally accepted in Vanuatu;
- (k) (meaning not limited) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (l) (reference of anything) any thing (including any amount) is a reference to the whole and each part of it.



28.3 If an event under these Terms and Conditions must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

28.4 Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Terms and Conditions.