
TERMS AND CONDITIONS

ITI FX

1. Applying for an Account

- 1.1 You must complete an Application Form in order to apply for an Account. We, in our sole discretion, will decide whether to accept an Application.
- 1.2 Unless we agree otherwise, you agree to pay to us, and maintain at all times with us, cleared funds. These funds will be held in accordance with clause 3.5.
- 1.3 If we accept your Application, we will:
- (a) Establish the Account;
 - (b) If you are required to pay an initial amount under clause 1.2:
- (i) Deposit the Cheque which accompanied your Application Form into our trust account or require you to transfer the amount to our trust account; and
- (ii) Once the funds have been cleared, credit the Account with the initial amount;
- 1.4 The Account is active once the steps in clause 1.3 have been completed.
- 1.5 You may apply for more than one Account.
- 1.6 The Agreement commences once the steps in clause 1.3 have been completed and continues until it is terminated in accordance with these Terms.

2. The Account

2.1 The Account is a record, or a series of records, maintained by us (or on our behalf) that shows, at any point in time, the net position of the payments you have made or are required to make to us and the payments we have made or are required to make to you. The Account is not a deposit account with us and no money is held in the Account.

DEPOSIT:

2.2 We deposit all money paid by you into our trust account, which is an account operated in accordance with the Corporations Act. 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:

2.3 The amounts are held in one or more accounts in the Hedging Partner's name in accordance with the Corporations Act.

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 with our Hedging Partner), including dealings on behalf of other clients. In the case of amounts withdrawn under this clause.

WITHDRAWAL

2.4 If the Account shows that you have Free Balance, you may request us to send to you a cheque or effect payment by alternative means in respect of such amount as you may specify. However, we may at our discretion elect to withhold any payment requested (in whole or in part) due to you if:

- (a) An amount is required to be maintained with us at all times under clause 1.2; or
- (b) We are entitled to withhold an amount under the Corporations Act.
- (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;

3. ORDERS

You may from time to time place Orders with us to enter into Transactions. Subject to these Terms, we will execute your Orders with you as principal in accordance with your instructions.

3.1 We will not be responsible for delays or errors in the transmission or execution of your instructions (except to the extent that responsibility cannot be excluded by law).

3.2 Unless indicated to the contrary, the defined terms included in the General Terms of Business shall have a specific meaning and may be used in the singular or plural as appropriate.

(a) Base Currency shall mean the first currency represented in a currency pair, for example in the EURUSD currency pair the base currency is the EUR.

(b) Bid shall mean the price at which ITIFX is willing to buy a CFD.

(c) Good Till Cancelled (GTC) shall mean a pending order for which the Client did not specify an expiry date and time and such order shall remain valid for an indented time until fully or partially executed, or cancelled.

(d) Lot shall mean a unit representing the volume of a transaction. 1 lot equals 100,000 units of Base Currency, for example 1 lot in EURUSD equals EUR100,000; therefore, 0.1 of a lot is 10,000 units of Base Currency.

(e) Pending Order shall mean either a buy stop, or sell stop, or buy limit, or sell limit order, or Stop Loss, or Take Profit.

(f) Quote shall mean indicative bid and ask prices of the financial instruments appearing in the trading platform and representing best available bid and ask prices available from the liquidity provider at the moment.

(g) Stop Loss shall mean an instruction that is attached to an Instant Execution or Pending Order for minimizing loss.

(h) Take Prot shall mean an instruction that is attached to an Instant Execution or Pending Order for securing profit. Other terms not specially defined herein shall have the meaning assigned to them in the Agreement.

3.3 Once the Agreement commences the Client shall download and install the trading platform software available online at the web-site of the Firm and ensure receipt via email of personal access codes to enable him/her to log-in to the trading platform in order to submit and/or modify trade orders (the "Access Codes").

3.2 The Client shall be solely responsible for any order submitted through the trading platform using his/ her personal Access Codes. All trading orders received by the Firm are final, irrevocable and binding upon the Client, unless otherwise expressly allowed by the Company.

3.3 It is understood that each particular trading platform has its own specifics and therefore the Client undertakes to make himself/herself fully aware of the relevant user guide or manual to each such trading platform before placing an order.

3.4 ITI FX shall make all possible endeavors to execute each Client order, however, execution of orders is not guaranteed. ITI FX shall not be liable to the Client for its failure to execute Client's order in a due and timely manner, save to the extent specified of the Agreement.

3.5 The Client shall ensure that his/ her Access Codes remain confidential at all times. In case the Client reveals that his/her Access Codes are compromised the Client shall immediately inform the Company accordingly. The Company shall bear no responsibility for the losses incurred by the Client due to his/her failure to keep the Access Codes confidential. It is acknowledged that ITI FX is unable to identify the fact that a third person is accessing Client's Trading Account using Client's Access Codes.

3.6 ITI FX shall not be obliged to accept any Client order transmitted other than the trading platform. However, ITI FX may at its sole discretion accept by telephone an order on closing of an Open Position, provided always that ITI FX is able to identify the Client during the call.

3.7 ITI FX shall have a right at its sole discretion to verify any trade order submitted by the Client before such order is processed for execution.

3.8 The Company shall bear no liability for any losses incurred by the Client as a result of his/her order being wrongfully interpreted by the Company due to a technical error or modification of information transmitted via electronic communication channels.

3.9 ITI FX shall be entitled to reject any Client order when the execution would result in a significant reduction of the Margin Level of Client's Trading Account.

3.10 Execution of Client order is subject to a number of important factors influencing final pricing of the transaction to the Client, including the following ones:

(a) Pricing - The orders submitted to the Client will be executed on the basis of the live Quotes available in the trading platform and, where applicable, taking into consideration the market depth. ITIFX ensures that the Quotes are reasonably close to the interbank quotes then prevailing. It is acknowledged that the Quotes shown in the Client's terminal are indicative ones and due to, without any limitations, latency and failures of internet connection the Quotes available at the server may differ from the same available in the Client terminal.

(b) Partial fills - If the liquidity of any particular instrument is not sufficient Client's order would be executed partially. Accordingly, the remainder of the order may be executed at a different price.

(c) Market Execution Order - Means an order submitted via MetaTrader4 to buy or sell the Base currency or a CFD at the current market price that is currently available in the market. The system automatically aggregates the volume received from third party liquidity providers and executes the Market Order at a volume-weighted average price that is a product of best available price at the time of the execution for a given volume of the order.

(d) Limit Order - Means an order to buy or sell a CFD falling due for execution as soon as the market reaches the limit price. Once the market reaches the limit price the Limit Order is triggered and executed at the limit price or better. If the Limit Order is not triggered it shall remain valid until expiry, if applicable.

(e) Take Profit - Means an order to close a particular Open Position in a financial instrument as soon as the market reaches the take profit price. Once the market reaches the take profit price the Take Profit is triggered and accordingly the Open Position closes at the take profit price or better. If the Take Profit is not triggered it shall remain in the system until expiry, if applicable, or until the Open Position is closed otherwise.

(f) Stop Order - means an order to buy or sell a CFD falling due for executions as soon as the market reaches the stop price. Once the market reaches the stop price the Stop Order is triggered and executed at the market price then prevailing that, for the avoidance of doubt, can be worse for the Client than the stop price. If the Stop Order is not triggered it shall remain valid until expiry, if applicable.

(g) Stop Loss - means an order to close a particular Open Position in a financial instrument as soon as the market reaches the stop loss price. Once the market reaches the stop loss price the Stop Loss is triggered and accordingly the Open Position closes at the price then prevailing that, for the avoidance of doubt, can be worse for the Client than the stop loss price. If the Stop Loss is not triggered it shall remain in the system until expiry, if applicable, or until the Open Position is closed otherwise.

3.11 In case if upon submission of any Client order for execution the specific price requested by the Client is not available, the order will be executed as close as possible to the price requested by the Client, as determined by ITIFX at its discretion on the basis of the prices available to ITIFX from its liquidity providers (slippage).

3.12 In this situation a price of execution of Client's order can be better than requested by the Client (a positive slippage). Slippage may occur at high volatility, illiquidity, major announcements, economic and political events.

3.13 It is acknowledged that a minimum volume of an order submitted via MetaTrader4 is normally equivalent to 0.01 lot of the Base Currency. Unless otherwise provided for in CFD specification available at the web-site of the Firm. This would normally apply to an order in 100 or more lots in a major currency pair and for lower volumes in relation to minor currency pairs.

4. COMMISSIONS, CHARGES AND OTHER COSTS

4.1 You must pay to us the applicable commissions and charges as set out in the commissions and charges schedule which is available on our website.

4.2 We may vary these commissions and charges without notice when changes are to your advantage, or are due to external circumstances beyond our control. Such circumstances include:

- (a) Changes in the relationship with our counterparties, which affect our cost structures;
- (b) changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to you by us.

4.3 We may vary these commissions and charges with 30 days' prior notice if:

- (a) Market conditions, including competitive behavior, mean it is prudent for us to change our conditions; 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.

4.4 Amounts due under this clause 4 are debited from your Account on the Close of Business on the day the commission, charge or other Cost is incurred by you.

5. SWAP CHARGE FOR CONTRACTS HELD UNTIL THE SPECIFIED DATE

Where a Contract is held at the Close of Business on the day before its Specified Date, it is rolled over to a new Specified Date. On re-opening, the Contract is subject to a Swap Charge determined by us in accordance with this clause:

- (a) if you are the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, we must pay you interest on the Contract Value of the open position at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
- (b) if you are the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, you must pay us interest on the Contract Value of the open position at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
- (c) if you are the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, we must pay you interest on the Contract Value of the open position at the rate that is the Bought Swap Rate minus the Sell Swap Rate; and
- (d) if you are the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, you must pay us interest on the Contract Value of the open position at the rate that is the Bought Swap Rate minus the Sell Swap Rate.

5.1 The Swap Charge is paid by adjusting the Underlying Instrument Price by an amount equal to the amount of The Swap Charge calculated in accordance with this clause.

6. ERRORS

You must verify the contents of each document received from us. Such documents are, unless incorrect, Conclusive unless you notify us in writing to the contrary within 3 Business Days of receiving the document.

7. OUR RIGHTS

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

- (a) Close-Out or Cancel all or part, as we reasonably consider appropriate, the Contracts; or
- (b) Reduce your Position Limit; or
- (c) Refuse Orders; or
- (d) Terminate the Agreement; or
- (e) Adjust the price, size or value of the contract; or
- (f) Adjust the margin requirement (leverage)

8. PRIVACY

PERSONAL DATA PRIVACY:

The ITI FX's employees, directors, officers and/or representatives are obliged by law to treat your data as confidential and may not pass on or use any of your data without valid legal grounds.

8.1 Before completing the Application Form you should read the PDS and the Terms carefully. The Application Form requires you to disclose personal information and explains how we collect personal information and then how we maintain, use and disclose this information.

(a) We collect personal information from you in order to process your Application, and if your Application is accepted, to administer your investment and to provide you with services related to your investment. If you do not provide us with your personal information we may not be able to process your Application.

(b) 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 organization overseas which is not subject to equivalent privacy obligations as apply to us.

(c) We may also disclose your personal information to relevant regulators (Anti-money laundering regulators) as required or authorised by law.

(d) We may also use your personal information to tell you about other products and services offered by us or other members of the CMGL and in order to do that we may disclose your information to other member companies in the Group, or to their Service Providers.

(e) We also disclose your personal information to your financial adviser. 8.2 Please contact our Administration Team, if you do not consent to us using or disclosing your personal information in the ways described in clause 8.1(d) and (e) above. 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 8.1(a) to (c).

8.3 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.

WEBSITE PRIVACY:

CMGL's Website is www.itifx.com and you agree to be bound by them. No other uses of the website and its content than the ones described above are allowed or may be inferred unless expressly permitted in writing by ITI FX.

HIGH RISK INVESTMENT:

Trading foreign exchange on margin carries a high level of risk, and may not be suitable for all investors. Before deciding to trade products offered by ITI FX, you should carefully consider your objectives, financial situation, needs and level of experience. You should be aware of all the risks associated with trading on margin. ITI FX recommends you seek advice from an independent financial advisor. ITI FX will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

TRADING RISK:

ITI FX aims to provide clients with the best execution available and to get all orders filled at the requested rate. However, there are times when, due to an increase in volatility or volume, orders may be subject to slippage. Slippage most commonly occurs during fundamental news events or periods of limited liquidity. Instances such as trade rollover (5pm EST) is a known period in which the amount of liquidity tends to be limited as many liquidity providers settle transactions for that day. But Our Innovation Technology Take care of Slippage. Sunday's opening prices may or may not be the same as Friday's closing prices. At times, the prices on the Sunday open are near where the prices were on the Friday close. At other times, there may be a significant difference between Friday's close and Sunday's open. The market may gap if there is a significant news announcement or an economic event changing how the market views the value of a currency. Traders holding positions or orders over the weekend should be fully comfortable with the potential of the market to gap. Limit orders are often filled at the requested price or better. If the price requested (or a better price) is not available in the market, the order will not be filled. If the requested price of a Stop order is reached at the open of the market on Sunday, the order will become a Market order. Limit Entry orders are filled the same way as Limit orders. Stop Entry orders are filled the same way as Stops.

INTERNET RISK:

There are risks associated with the use of an Internet-based and phone dealing, including, but not limited to, the failure of hardware, software, Internet connection and other means of communication. Since ITI FX does not control signal power, its reception or routing via the internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading via the internet. Our employs backup systems and contingency plans to minimize the possibility of system failure, which includes allowing clients to trade via telephone or Email or Live Chat.

FINANCIAL PRODUCTS ADVICE:

Any information or general financial product advice that we give you does not take into account your financial situation, needs or personal objectives. In particular, we do not give you advice about whether you should open, hold or Close-Out a Contract. You must consider the appropriateness of entering into a Contract having regard to your own financial situation, needs or personal objectives and obtain your own independent financial advice. The Client may address any questions in relation to provision of services by ITIFX to the Customer Support Department at cs@itifx.com

TERMINATION:

This Agreement shall continue in effect until termination, and may be terminated by the Customer at any time when the Customer has no open position(s) and no liabilities held by or owed to ITI FX upon the actual receipt by ITI FX of written notice of termination via e-mail, or at any time whatsoever by ITI FX upon the transmittal of written notice of termination to the Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve the Customer of any obligations arising out of prior transactions entered into in connection with this Agreement.