



# TERMS OF BUSINESS

## TERMS OF BUSINESS CONTENTS

1. Risk Warning
2. Introduction
3. General
4. Definitions
5. Law and Jurisdiction
6. Demo Accounts
7. Accounts
8. Account Size
9. Passwords
10. Communication and Contact Details
11. Commissions / Charges / Tax
12. Deposits / Withdrawals / Balances
13. Minimum / Maximum
14. Margin
15. Trades
16. Rolling Trades
17. Futures Trades
18. Markets
19. Spreads
20. Orders
21. Gapping
22. Financing
23. Dividends
24. Out of Hours Markets
25. Corporate Actions
26. Order Execution Policy
27. Manifest Errors
28. Force Majeure
29. Authorised Persons
30. Website
31. Third Party Providers
32. Social Trading
33. Intellectual Property
34. Market Abuse
35. Money Laundering
36. Conflicts of Interest
37. Treating Customers Fairly
38. Privacy and Data Protection
39. Closure of Accounts
40. Complaints Procedure
41. Responsible Trading
42. Scalping
43. Swap Free
44. Appendix

# TERMS OF BUSINESS

## 1. RISK WARNING

- a. Foreign Exchange and Contracts for Difference with Trive are both margin traded products. Therefore they carry a high level of risk compared to other investments, and as such you could rapidly lose more than your initial investment.
- b. Margined trades are trades on the price movement of a product. They settle based on the difference between the opening price and the closing price of the trade.
- c. You should not trade any margined product unless you fully understand all the risks involved with doing so and that you have sufficient resources available to you that in the event, however unlikely you may deem it to be, that there is an adverse movement in the price of that product that you can meet the financial obligations required by you with respect to margin payments and losses.
- d. Margin trading is leveraged trading that allows 'gearing' which means that you can place a large trade by only putting up a small amount of money as margin. If the price moves in your favour, you can greatly increase your profits. However; even a small movement in price against you can lead to substantial losses and you may be required to deposit additional margin with us immediately to keep these trades open. You are liable for this and for any losses that may occur if your positions are closed. The potential losses, or profits, for margin traded products are, or could be, unlimited and this should always be considered by you when making trading decisions.
- e. Not all trades can be opened or closed 24 hours a day. Many are subject to strict opening and closing times which can fluctuate. These are posted on our Market Information Sheets (MIS) which are available online and which we endeavour to keep up to date, without any obligation or liability on us to do so, or for its accuracy. For example; national holidays and daylight savings changes will affect the times when you can trade. Also a market may be suspended for a variety of reasons and during this time you will not usually be able to trade.
- f. You are placing trades on our prices and not those on an exchange. Depending on the market, our prices will usually be based on an exchange price but can fluctuate away from the underlying prices due to a variety of reasons. All open trades can only be closed and settled with us.
- g. If you are in any doubt whatsoever about any aspect of the risks involved in FX or CFDs then we recommend that you seek independent professional help or advice before continuing.
- h. If you are considering trading in shares in a company that you work for then you should seek legal advice beforehand to ascertain that you are not in breach of any regulations.
- i. Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone.

## 2. INTRODUCTION

- a. Trive ("us", "we", "our", "ours", "ourselves") is the trading name of Trive International Ltd.
- b. Trive International Ltd. is authorised and regulated by the BVI FSC (Financial Services Commission), License number SIBA/L/14/1066.

## TERMS OF BUSINESS

---

- c. These Terms of Business cover both Foreign Exchange (FX) and Contracts for Difference (CFD). You agree to be bound by those areas of this agreement that are pertinent to the types of accounts held by you, and the types of trades executed with ourselves.
- d. These terms of business set out the agreement between us and the client or customer ("you", "yours", "client") and should be read carefully together with any amendments and addendums.
- e. These terms of business do not affect your statutory rights in any way.
- f. If any part of this agreement is deemed to be invalid or unenforceable then the rest of this agreement will still be enforceable.
- g. These Terms of Business will be deemed to be the most recent and applicable and will come into effect when we open an account or accounts for you, or when we notify you of these new terms of business taking effect from a previous version.
- h. They will apply to all new and existing trades taken out, and where possible we will give you at least 10 working days notice of any major changes taking effect. This may be in writing, email, notification on the website or through any other means deemed appropriate by Trive.
- i. This may not include margin requirements or spreads which can change rapidly due to market developments. Also certain markets may become suspended or we may cease trading some markets for which we will not be held accountable or liable.
- j. The words 'trading' and 'trade' are used interchangeably in these terms of business.
- k. Upon your acceptance of these terms of business and our acceptance of you as a client you warrant to Trive that every trade you transact with us you do so directly with us in accordance with these terms of business.
- l. As a client of Trive you represent and warrant that and also undertake only to trade if:
  - 1. You possess all necessary authorizations, approvals, permits, licenses, registration and consents from each relevant regulatory body/authority necessary to enable you to lawfully accept the terms herein, and in giving effect thereto, you are not and will not be contravening with any legislation binding upon you, nor any other document or agreement to which you are a party.
  - 2. You are over the age of 18 years old.
  - 3. You are not bankrupt or going through bankruptcy proceedings or subject to any legal regulations that may prevent you from adhering to these Terms of Business, or if you are a corporate client, no resolution has been passed and no petition has been presented or order made for your winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator of other insolvency official to you or any of your assets.

## TERMS OF BUSINESS

4. Your personal details along with all information provided by you to Trive are and will continue to be up to date and accurate in all material aspects at all times, and you will not omit or withhold any information which would make such information inaccurate in any material respect.
5. Where you are employed by a regulated firm you have sought permission from your compliance officer and you authorise us to provide your compliance department with copies of your personal account dealings.

You acknowledge that Trive relies on representations and warranties made by you in this Terms of Business. These representations and warranties and those contained elsewhere in this Terms of Business, survive the entering into this Terms of Business and are repeated in respect of each trade and transaction. If you do trade while contravening one of the above then you will still be held accountable and liable for all trades and their corresponding profits or losses.

### 3. GENERAL

While Foreign Exchange is traded globally, CFDs are not. Certain countries do not allow their use and it is the responsibility of the individual to make sure that they comply with any local laws that are applicable to them, both in terms of actually holding an account and the relevant applicable tax laws. Specifically we do not allow residents of the USA or its citizens to hold an account with us.

You undertake not to access any websites or trading platforms associated with Trive from the USA or any other country where it may be against the law of that country.

Any prices or quotes that we may show in advertisements, promotions, on television or on our website are purely for indication only. Only prices on our Internet Trading Platform are available to trade on, subject to the other terms of this document.

You accept that wherever possible we will communicate with you via electronic means such as email. In addition to this, if you are legally required to accept anything where normally a signature would be required then this can be done electronically by 'clicking' the appropriate button or following other on screen instructions via our web site.

You will at all times take reasonable measures to ensure that you pass no computer viruses or such like onto our system network. We have the right to assign the legal benefit and responsibilities of this agreement.

### 4. DEFINITIONS

SL = Stop Loss.

Bid = The price which you can sell at.

Offer = The price which you can buy at.

TP = Take Profit.

Limit Order = An order to buy below the current price or to sell above the current price.

## TERMS OF BUSINESS

---

FX = Foreign Exchange.

ITP = Internet Trading Platform.

CFD = Contract for Difference.

NTR = Notional Trading Requirement.

MIS = Market Information Sheets.

P+L = Profit and/or loss.

Tic / Pip / Point = The minimum increment movement of the price which you are trading or betting on which are shown on the MIS.

Spread = The difference between the bid and offer.

Slippage = The difference between an order level and the execution level.

Gapping = When the price of a market jumps.

Margin Call = When you are running low of funds in your account and are requested for more funds to stop your position from being closed out. (Where your cash balance does not cover your notional trading requirement and open position profit and loss).

Grey Market = A market that is still tradable with us although the underlying or actual market may be closed.

Business Day = Working day of Trive, not including weekends and some public holidays.

Long = Placing a trade or bet where you profit from the relevant market from going up. Also known as “buying” or “buy”.

Short = Placing a trade or bet where you profit from the relevant market from going down. Also known as “selling” or “sell”.

## 5. LAW AND JURISDICTION

- a. These Terms of Business apply to all trades or orders of any type carried out with us and are governed by the Laws of British Virgin Islands.
- b. In the event of a default by you, Trive, and all of its subsidiaries, reserves the right to bring proceedings against you in any other court in any other jurisdiction permitted by law if it is deemed appropriate by us to do so regardless of where you were domiciled when the account was opened, or when the trade was executed. You will be classified as a Retail Customer, unless you have agreed with Trive in writing to the contrary.
- c. In the event of your death, and upon receipt of proof, we will close all your open trades immediately, or as soon as practically possible. Your estate will then be the beneficiary from any funds held or liable for any losses or sums owed.
- d. You will be liable for and fully indemnify Trive for all costs, damages and other legal expenses that we may incur as a result of you breaching these terms of business, or any other negligent act by you.

## TERMS OF BUSINESS

---

- e. The maximum amount of liability that Trive shall be held liable for in respect for any financial loss suffered by you will be equivalent to the initial margin requirement for that trade.
- f. If these Terms of Business have been translated into any other language, then these original Terms of Business, written in English, is deemed to be legally binding.

### 6. DEMO ACCOUNTS

Trive may allow to open a Demo Account. In case, entry to the demonstration (demo) platform will be disabled after 30 days.

With the Trive demo or virtual account, you are not trading with real money. Any money you make or lose is fictitious and cannot be transferred to a real account, cashed in or redeemed in any way. The demo account is purely for practice and for demonstration purposes only, and contains a small selection of the markets that we offer.

Profits or losses incurred while trading in a demo environment do not necessarily reflect what you may achieve when trading in a live environment. FX and CFDs are volatile instruments and it is possible to rapidly make or lose more than your initial deposit.

### 7. ACCOUNTS

- a. Trive may refuse your application to open an account for any reason and is under no obligation to provide any reasons for doing so.
- b. Trive may at its discretion disclose your personal information to a credit reference agency, which may keep a record of the search, to verify your details when applying for an account.
- c. You have one agreement between Trive and you which covers all accounts you may hold with us even if they are in different asset classes (ie., FX or CFDs). This agreement covers all trades, open or closed, orders and any other transactions.
- d. In the event that we exercise our rights under this agreement to close all, or some, of your positions and cancel any pending orders and /or to close your account(s) we have the absolute right to consolidate the cash balances held in any of the accounts you hold with Trive or any of its affiliates. We may also, at our discretion, net off your positive account cash balances against negative account cash balances, and your profits from any open trades in an account against losses on open positions in another account. We may also offset any funds against any other liabilities owed by you including, but not limited to, legal costs and interest. In the event that monies held are in different currencies we will convert these to one universal currency at the prevailing market rate, leaving one amount either payable by us to you or by you to us.
- e. You accept these Terms of Business, and any amendments or additions, for all accounts that you hold with us, or our associates, whether they are main accounts or sub accounts and no matter what areas of business they cover.

## TERMS OF BUSINESS

---

### 8. ACCOUNT SIZE

- a. We reserve the right to impose a maximum account size that we are willing to allow clients to hold with us. This may be set the same for each of the account types (FX or CFDs) or differently. You may hold more funds in your account than the account limit, but you will not be permitted to utilise those funds that are in excess of the account limit for the purpose of trading.
- b. You will be notified of the account size on acceptance of your application for an account, and we reserve the right to change this amount at any time with no prior notice.
- c. We will set this limit in US dollars, Euros or Sterling and this will be applied to whatever base currency that your account is held.
- d. If for any reason your open positions exceed the size that your account size permits due to an error or other reason, we reserve the right, without the obligation, to bring your account back to within its limit by closing some or all of your open positions.
- e. Regardless of the maximum account size placed on your account, customers can lose or make substantially more than that amount.

### 9. PASSWORDS

- a. It is imperative that you keep your password secure and confidential and under no circumstances should you divulge it to anybody. No one at Trive will ever ask you your password.
- b. If you have chosen your password, then it is your responsibility to ensure that it is unique, secure and unlikely to be guessed by anyone.
- c. If you think the security of your password has been compromised, then you must inform us immediately. Trive accepts no liability for any unauthorised use of your account.
- d. It is also important that you keep your user name / account number secure as this is used as part of our identification process.

### 10. COMMUNICATION AND CONTACT DETAILS

- a. You undertake that you will provide us with current and up to date contact details when opening your account and keep us up to date with any changes to these details. These should include telephone numbers where you can be reached during the entire day and your current address.
- b. You also undertake to provide us with notification of any temporary change in these details for example, if you go away on holiday, in case we need to contact you for a margin call (see section on Margin).



## TERMS OF BUSINESS

---

- c. If for any reason you are not going to be contactable then it is your sole responsibility to make sure you have excess funds in your account and that you have put in place procedures that will enable your account to remain in good order. If you are in any doubt about your ability to achieve this then you should close all open positions or orders.
- d. Any trades on your account must be made by you and not by a third party, unless you have given specific authorisation for someone else to trade on your account via a power of attorney or trading authorisation. If you have facilitated someone other than you trading on your account without prior written agreement with us then you are still liable for all trades carried out on this account.
- e. All trades and orders of any description must be placed via the ITP or, in extreme circumstances, on the telephone. Under no circumstances will we accept trades or orders via email, fax or mail or SMS text message unless you have received prior permission from Trive.
- f. We will use your name, account number and password to identify you when you trade or leave an order via the ITP or on the telephone. If you suspect that the security of your account number and or password has been breached then it is your responsibility to notify us immediately.
- g. If we agree, in an extreme circumstance, to accept a trade or order in a different way to those expressed above then we will not be held liable for any losses incurred as a result of an error, delay or omission.
- h. You agree that we will record all telephone dealings between you and us and these will remain the sole property of Trive and be used as evidence in any disputes.
- i. We will send you an electronic statement via email on a regular basis. If you discover an error on your account then must notify us immediately or in any event within three business days. This covers both incorrect and missing trades.
- j. We have the right to communicate with you via telephone, email or writing at any time to discuss or communicate any aspect of your account or our business whether relevant to you directly or not at that time.

### 11. COMMISSIONS / CHARGES / TAX

- a. Trive do not charge any commission on any trades. It makes its money from the spread, which is the difference between its bid price and the offer price.
- b. It is your sole responsibility to assess and pay any tax liability that may occur from the results of any trades carried out by you. If you are unclear in any way about this then you should seek independent tax advice from someone authorised to do so from your tax jurisdiction. (You should seek advice from your accountant, the tax office or other relevant experts).
- c. Trive may charge the Client for carrying out operations including but not limited to maintenance fee, dormancy/inactivity fee, and any other charges/commissions/fees.
- d. We reserve the right to pass on any costs or charges that may arise in the future, (for example a change in stamp duty payments in the event of a change in governing regulations or the law).

## TERMS OF BUSINESS

---

- e. We may pass on any increase in costs associated with going short on an equity (i.e. placing an opening sell trade) if our charges are increased by our brokers (i.e. margin or financing).
- f. We are not under any obligation to reveal any profit, interest or any other kind of remuneration made by us from any trade under any circumstances.

Trive reserves the right to amend this Agreement, including but not limited to charging maintenance fees and including other charges, commissions, and other applicable terms and conditions, with or without prior notice to the Customer, at its sole discretion. Any amendments made will take effect from the date specified by Trive and each of the amendments will be binding on the Customer as of the effective date of such amendment. Continued use of the services after the amendments are implemented will be deemed as acceptance of the amended terms.

### 12. DEPOSITS / WITHDRAWALS / BALANCES

- a. You can fund your Trive account at any time on line via our website. You can use a vast array of methods which are constantly expanding, details of which can be found online. In addition to this, you can make a bank transfer directly from your bank to ours, details of which can be found on our website. Unless Trive agrees otherwise, payments can only be made from the client's own personal bank account.
- b. You can request a payment from your account at any time. These requests are processed daily only on Business Days by our Payment department. All monies returned will be paid back to the source from where they originated. In the event that we are unable to do this because this would breach deposit limits applied by that financial institution, then we will have to return the funds directly to your bank account or we will use other methods owned by the sources. This will be done in line with our strict anti money laundering procedures, and may include you having to provide additional identification and proof of the bank account belonging to you.
- c. We reserve the right to pay you interest on unutilised funds held in your account, and we will inform you if we intend to do this. This will be calculated daily and paid monthly in arrears. We may also impose a minimum unutilised account balance that this will be applicable to.
- d. Once funds have been deposited into your account, you can place trades utilising these funds. If you want to place an additional trade but have insufficient margin to do this, you must deposit more funds into your account first.
- e. We may pass on any costs associated with taking deposits from you. These may be in the form of a percentage commission charged by the payment service provider.
- f. We may pass on any costs that may be associated with transferring money back to your bank account.
- g. At any time you may request all unutilised funds on your account to be repaid to you. If from the time of your request to the time that we process the request the value of any open positions has moved such that you no longer have the amount requested available then we will notify you accordingly. We also reserve the right to withhold any payment if we feel that it may be required to meet future short- term payments.

## TERMS OF BUSINESS

- h. In the unlikely event that you have a negative balance on your account, which may have arisen from a market gapping (see section on gapping) you are required to clear this immediately. This should be done by bank or any other equally instant method of payment.
- i. If a negative balance goes unpaid then after a period of 7 days, we reserve the right to take any action necessary to recover the debt and charge interest during this process.
- j. At no time Trive will accept or make a third party payment, unless, at its absolute discretion, it has agreed to do so in strict adherence to anti money laundering regulations.
- k. In the event of an account being left dormant or un-utilised for a period of 1 year Trive may start proceedings in attempt to contact the registered owner of the account. In the event of the account holders death then an attempt will be made to contact their estate or heirs.

All reasonable steps will be taken, where possible, to locate the legal title holder of the account, but if after a further period of 12 months no contact has been made then Trive may close the account and will no longer consider the funds held on that account as client funds.

### 13. MINIMUM / MAXIMUM

Every market we quote, whether in FX or CFDs has a minimum trade size and a maximum trade size. These are clearly shown in our Market Information Sheets.

### 14. MARGIN

- a. When any trade is placed, an initial margin requirement must be met. This is a minimum deposit that must be made to fund that position. This is also known as the Notional Trading Requirement (NTR) and is required as a form of security in case the trade starts to lose money.
- b. These funds must be cleared funds, paid to us via a debit/credit card or SWIFT. We do not accept cheques except under exceptional circumstances, and only with prior agreement with Trive.
- c. Depending on the account type, these NTRs will either vary from product to product, or may be fixed and the clients account balance given a leverage, or multiple, in which they can trade off.
- d. For example in FX the NTR may be as low as 0.25% of the total actual value of the trade, which is the same as an account having a leverage of 400 to 1.
- e. The NTRs for all markets where the accounts are not individually leveraged are published in our Market Information Sheets (MIS) on our web site.
- f. For individual NTRs these can change according to how volatile the market conditions are at the time. If we do change an NTR and you have an open trade at the time, then we will endeavour to give you one week's notice of this change. However in exceptional circumstances we reserve the right to implement this change immediately, which may mean

## TERMS OF BUSINESS

you are instantly put on a margin call or are over your account size. We will endeavour, if this situation arises, to be sympathetic with any problems that may occur.

- g. Although margin requirements are automated in our system, it is your responsibility at all times to know your positions and to monitor the state of your account, placing more funds into your account as and when is necessary. Any losses or additional losses that arise from the failure to close these positions will be your responsibility.
- h. Our system will liquidate your positions when your equity, which is your cash plus your open profit/loss, falls below 20% of the total margin required of all your positions. Special Term & Conditions may apply.
- i. You will go onto margin call when your available funds fall below zero. This is when your cash balance plus your margin requirement plus your P+L is less than zero. It is your responsibility to monitor this, and you can help to manage this level with the use of stop loss orders (see section on Orders). We are not responsible for alerting you to the fact that you are on margin.
- j. We may issue you with a margin call. This will require you depositing cleared funds with us immediately. We do not accept any liability if you are or are not placed on Margin Call.
- k. We are entitled to request these funds to cover a margin call at any time, and you are obliged to pay cleared funds immediately to cover this. We may at our discretion close your position(s) partly or in full if your tradable funds are below zero.
- l. Margin calls can be made by telephone, voicemail, email, fax, letter or any other method deemed appropriate by Trive. It is your responsibility to ensure that we always have the correct and up to date information on file so that you may be contacted. If we are unable to reach you but have left a message notifying you of the margin call, or were unable to contact you in any capacity through no fault of ours, then you will be deemed to have been notified.
- m. Any margin call over \$10,000, or equivalent, made before midday UK time must be paid before 4pm UK time that day, or if made after midday then by 4pm the next business day. Just because a margin call has been made and you are arranging payment, we may still close your position or part of it if the position moves further against you. Funds must have cleared and be in our account to be valid.
- n. Trive will not be liable for any losses incurred by you arising from your positions being closed due to a margin payment not being made in the required time or manner.
- o. Margin payments can be made by bank transfer or other methods. For amounts over \$10,000, or equivalent, you can make a bank transfer or use other methods.

## 15. TRADES

- a. Trive will act as the principle counterparty on all trades or orders undertaken between you and us.
- b. All Spot or rolling Foreign Exchange trades 'roll' every day to the next business day if you are holding a position at 5PM New York time, and are subject to financing. This can change due to public holidays or other events and we will endeavour to notify you of any changes via our website. Foreign Exchange futures trades are not subject to financing.

## TERMS OF BUSINESS

---

- c. All trades or orders carried out by us are done so on an execution only basis, unless a prior agreement has been reached and agreed to in writing.
- d. All trades and orders initiated by you will be treated as an offer by you to deal on our quote which we can at our discretion accept or decline. Our displayed quote should not be deemed an offer by us to deal at that price.
- e. We are under no obligation to suggest ways for you to reduce any risk exposure you may have.
- f. Any information given to you by us in good faith and acted upon or not by you, in the absence of fraud or negligence, will not lead to us being held accountable for any losses, or profits, made by you.
- g. All trades carried out by you are done so entirely on your own judgement, whether or not you acted on or relied upon any information given by us on the market concerned whether it be the price, or positions held. Any trades carried out by you in such a circumstance will be held binding and deemed valid.
- h. You should fully understand and make yourself aware of all financial considerations required by you before you place a trade. This includes the notional trading requirement (NTR) where appropriate, and the consequences of a trade moving against you.
- i. It is your responsibility to make sure you fully understand all aspects of any trade placed by you and the laws and regulations governing it. If you are in any doubt as to any area of a trade then you should seek clarification with us before the trade is carried out.
- j. We are under no obligation to accept any trade from you, whether it is to open or close a position if we believe that by doing so would be illegal. In the event that a trade had been opened then we reserve the right to void the original trade.
- k. We reserve the right to void, or amend any trade that may have arisen from the price being wrong due to a 'manifest error' or a 'force majeure' (see later sections).
- l. We are an internet based trading company and as such you accept that there are risks with your internet connection to our website failing and that our Internet Trading Platform (ITP) could fail. In such circumstances you accept all liabilities for any trading losses that you may occur as a result of this, and you must contact Trive immediately for us to try and help. If you do experience problems then it is imperative that you contact the trading desk immediately.
- m. When you place a trade, you deal on our price. We are your counterparty. You sell at our bid price and buy at our offer price. All orders are treated in the same way and will be triggered on our bid or offer.
- n. You may hold opposing positions with Trive. This means that you can be long and short the same product. You should be careful when you want to close a position that you do close a specific position rather than create a position the opposite way around. While this would mitigate your exposure, you would then have more positions open.
- o. You can close part of your position if you wish, by entering an amount on the trading ticket less than the amount you already have open.

## TERMS OF BUSINESS

- p. If your trade does not automatically roll because it has an expiry date, as in a futures market, then this will automatically close on your account at the prevailing closing rate. This rate may not always be determined as per the MIS, and in extreme circumstances, Trive reserve the right to add a closing spread to this price to fairly represent where we un-hedged the position. This may typically occur in times of extreme volatility or illiquidity.
- q. In very rare circumstances Trive reserves the right to extend the expiry date of a product if the market liquidity is such that it is impossible for us to close our hedge in the market. This might be because of a market being 'limit down' for example which may have a similar effect to the market being closed.
- r. If Trive do reject a trade, for whatever reason, it is your sole responsibility to make sure that you are aware of what positions you have or do not have open as a consequence of this, and if necessary attempt to trade again to achieve your desired result.
- s. Trades in FX or CFDs are always done in the Notional Amount or via 'Lots' which is shown in the Market Information Sheets (MIS).
  - 1. This means that if you are trading FX, then if you wanted to buy 100,000 Euros vs US Dollar then you would buy 1 lot. You could buy just 0.1 lots if all you wanted to buy was 10,000.
  - 2. If you were trading equities and you bought 1 CFD you would be buying 1 share. So if you wanted to buy 10,000 shares in Microsoft you would buy 10,000 CFDs. (See example in the Appendix)

### 16. ROLLING TRADES

- a. Rolling trades have no theoretical expiry date. They are automatically rolled by us at the close of business every day and may be subject to a financing charge (or credit) depending on what market it is. If there are insufficient funds in your account at the time the trade is rolled then Trive reserve the right not to roll the position, and it will be left to expire at the market price.
- b. All rolling trades, whether in FX or CFDs are subject to financing. These are calculated in different ways. For FX this is calculated using the 'market rate' known as 'tom next'.
- c. For all other rolling trades the financing is calculated using the prevailing interest rate of the product concerned with up to a 2% charge. Thus if you are long a market (buying) then you are charged up to 2% on top of the overnight funding rate for the currency of that market, or if you are short a market then you are credited up to 2% under the overnight funding rate for the currency of that market based on the equivalent market value of the trade. Depending on rates at the time this can lead to you being charged whether you are long or short. (For example, where the interest rates are 1%, you will be charged  $1 - 2 = 1\%$ ). We reserve the right to change the way in which we calculate this financing.
- d. Apart from FX, our rolling trades are usually based on the underlying market. However occasionally these prices can look significantly different from where the underlying market appears to be trading at that time because we base our prices for some of these markets on where the futures price is, adjusted by a 'fair value'. This is quite normal market practice and enables us to quote some markets out of hours and also after major news events when the normal underlying market price maybe stagnant or very wide. This is calculated by taking the Futures Price and taking away

## TERMS OF BUSINESS

---

the estimated dividend or index points and adding the cost of carry based on the interest rate. In certain instances we may quote a 'custom' or 'unique' market where there is no underlying market. In such cases Trive will price this grey market as fairly and transparently as possible.

- e. Trive may at its sole discretion crystallise the profits or losses of any clients rolling trades if those positions have been open for more than three months. This crystallisation, known as a 'bed and breakfast', will be done at the current mid price at that time and will not incur any penalty charge or spread being applied. A client may, at any time, request that a 'bed a breakfast' is carried out on a rolling position to crystallise a profit or loss. There will be a nominal charge for this service.

### 17. FUTURES TRADES

All non-rolling trades will be treated as a 'future'. That means that unless it is a 'rolling future' it will expire on a specific date and time. These details can be found in our Market Information Sheets.

### 18. MARKETS

- a. Trive offers an extensive range of markets which is growing constantly. The MIS (Market Information Sheets) will be updated online to reflect any additions or amendments to the markets that we quote or the specifications of those markets.
- b. It is important that you keep yourself up to date with the specifications of these markets as they can change.
- c. None of the markets that Trive makes prices in settle with physical delivery of that product. All markets are settled with cash, with either us paying you or you paying us.
- d. You have no legal rights over any company in the form of dividends, voting rights or ownership if you trade on an equity in the form of a CFD.
- e. While every effort is made to ensure that the prices that Trive publish over our ITP are correct, occasionally the prices quoted by us may not be correct. In such cases Trive will not be held liable for any losses incurred as a result of not being able to deal at this price.
- f. In the event of something causing a disruption to a market Trive may at its absolute discretion, close a market, cancel orders or fill orders at a level that it believes in good faith to be appropriate. This may immediately put you on a margin call, meaning that you are close to being closed out because you are running out of funds.

### 19. SPREADS

- a. Every effort will be made to keep spreads as narrow as possible at all times while a market is open and if we are making an out of hours market.
- b. Trive reserves the right to change its spreads at any time in any market for any reason. Examples of this might be a lack of liquidity, volatile conditions or out of hours markets.

## TERMS OF BUSINESS

---

- c. During this time we may change our maximum deal sizes as well.

### 20. ORDERS

- a. An order is a request by you, to us, to execute a trade when a certain price in a product is achieved. This may result in a new position being opened or an existing position being closed.
- b. Orders fall into three key areas. These are Limits, Stops and Stop Losses.
- c. A Limit order is an order to either sell at a level higher than where the current price is or to buy at a level lower than where the current price is. If this Limit order is executed then this could either open a new trade or close an existing one.
- d. A Stop is an order to either buy at a level higher than where the current price is or to sell at a level lower than where the current price is. If a Stop order is executed then this could either open a new trade or close an existing one. Usually Stops are used to open new positions as a Stop Loss is used instead to close a position.
- e. A Stop Loss is an order which is attached to an existing trade. It is an order to either buy at a level higher than where the current price is or sell at a level lower than where the current price is. If a Stop Loss is executed then it will close the existing position which it is attached to.
- f. It is important to note that if you place a Stop order, rather than a Stop Loss order, so that a position you have open will be closed if a certain price level is met, then this order will still be live even if you close out the trade or position manually. So you would then need to cancel the Stop manually.
- g. Stop Loss orders are GTC (Good Till Cancelled) where as Stops or Limits can be left GTC or GT (Good Till) which means you can choose when it expires.
- h. All orders will only be triggered when Trive's price reaches, or goes through, that level. For 'BUY' orders that will be when our 'offer' reaches that level. For 'SELL' orders that will be when our 'bid' reaches that level.
- i. We reserve the right not to execute an order if you do not have sufficient funds in your account at the exact time it is triggered to satisfy the NTR (Notional Trading Requirement).
- j. All orders are filled on a 'non guaranteed' basis. This means that Trive do not guarantee to fill any type of order at the exact price requested. We will always endeavour to fill orders at the requested price, where we can, or at a better level if possible. However there may be circumstances where this is not the case, where a market price 'gaps' for example and we will fill you at our next available price. (See 'Gapping' section).
- k. All orders, regardless of their type, can only be triggered during Trive's market opening hours for that individual market (See Market Information Sheets - MIS).
- l. All orders can only be left a minimum distance away from where the Trive price is at that time. This can be seen on the deal ticket or the MIS.



## TERMS OF BUSINESS

- m. On the Meta Trader 4 platform you can leave a trailing stop loss which will automatically move up or down depending on your position and if you are making money. This will only work while you are logged into the platform. We reserve the right to refuse any amendments to any type of existing order.

### 21. GAPPING

No market is immune to gapping. This occurs when a market price jumps (or gaps) often following a news announcement. In the case of shares, this might occur after the results or a profit warning. For other markets this may occur after some important economic news. We will endeavour to fill you at the first price available to us when this situation occurs. By its very nature the market concerned can gap up or down. This is of concern if you have an order to buy or sell on that market. For example:

- a. If you were long an equity and you had a stop loss order in the system to sell your position if the market price went lower and you did not want to lose too much money, then if the market gapped downwards then it might gap through the level of your price to a lower price which is where you would be filled. Thus you would lose more money than you were prepared to lose. In exceptional circumstances this might result in you having a negative balance on your account for which you are legally liable.
- b. You could also benefit from gapping as you might for example be short a market with a limit order in the system to take profit lower down, and buy it back. If the market gapped through your level then you would end up buying the position back at a better rate than you intended.

### 22. FINANCING

Trive will on a daily basis usually calculate financing due on any positions that you hold overnight, unless they are futures contracts.

- a. On FX this means the cost to roll your position forward from one business day to the next. As a rule FX deals two working days ahead, and we use 'market rates', where possible, to give you the best possible prices to roll your position. This is usually done on any positions held at 5pm New York time (EST) and we roll them using 'Tom Next' points to the next business day.

This financing can result in you paying or receiving funds depending on your position and on what currency pairs you have positions in. You are more likely to receive financing if you are long a currency with a higher interest rate than the one you are short.

The financing is calculated on the actual notional value of your trade.

- b. On Equities, Indices and Commodities the financing is also based on the actual value of any trades held. If you are long, you are effectively borrowing funds to hold the trade, therefore you are charged up to 2% over the prevailing interest rate. If you are short, you are effectively depositing funds to hold the trade and you are credited up to 2% under the prevailing interest rate. This is calculated using the daily closing price of the product. Where interest rates are low, this

## TERMS OF BUSINESS

---

could result in an interest charge. We reserve the right to change the financing rates at any time or calculation methods at any time. (See examples in the Appendix I.)

### 23. DIVIDENDS

For Equity or Indices trades when a Dividend is due we will credit or debit your account with the corresponding amount, if you are holding a position on ex-dividend day.

- a.If you are long an equity or index then we will credit you.
- b.If you are short an equity or index then we will debit you.

### 24. OUT OF HOURS MARKETS

Trive may at its absolute discretion quote a 'grey market' in any market it chooses. It will base the price for that market on other relevant markets that are open using a complex algorithm. All orders will be monitored while this market is open with Trive. Check the MIS for trading times.

### 25. CORPORATE ACTIONS

All trades in Equities and Indices are subject to Corporate Actions.

- a. Trive will adjust all trades that a corporate action may affect.
- b. This may be due to a share dilution, consolidation, reclassification, bonus shares being issued, or any other event that Trive, at its absolute discretion, deems appropriate.
- c. This adjustment may in some instances lead to the initial trade being cancelled and replaced with a new trade at a new price.
- d. In the event of an outright takeover of the company, if you have a trade on we will close the position at the final agreed sale price.
- e. At no stage you have any voting rights in the company concerned.

### 26. ORDER EXECUTION POLICY

#### General

- a. Trive provides margin trading services in Foreign Exchange and CFDs. It is Trive's decision as to what markets to offer its clients and it does so not as a broker but as a principle and counterparty to each trade. As such, every market

## TERMS OF BUSINESS

offered by Trive is quoted as a derivative of the underlying market and we are the only execution venue to which you have access through us.

- b. Trive facilitates financial dealing via a number of online trading terminals depending on which markets you wish to trade. In exceptional circumstances, for example if there is an IT breakdown then telephone trading is accepted.
- c. Trive offers a 24 hour service five days a week. Not all markets will be open or tradable during this time and all relevant information on this subject is available on our Market Information Sheets (MIS).
- d. Trive may at its discretion hedge some or all of a client's position in the underlying market. Trive at no time owes a fiduciary duty to the client as an agent or broker other than its normal obligations governed by law.
- e. While every effort is made to ensure that Trive prices are the best available

### Factors

The execution policy put in place by Trive monitors several factors that ultimately affect this policy. These most important of which we believe are:

- a. Price: Trive takes the underlying market price of the derivative it is quoting and then applies an algorithm to this price to achieve its own market price. The underlying feed that Trive uses may be from one source or exchange or in the case of FX from several feeds. Where several feeds are used the best bid and offer combinations are used to maintain tight spreads at all times.
- b. Costs: Our market price will often be different to the underlying as it may also include commissions, financing and, in the case of equities, dividends.
- c. Liquidity: The price made by Trive, unlike the underlying market, is usually good in up to a certain size. In order to maintain this additional liquidity to the market Trive may apply a different spread to the price than the underlying market has.
- d. Speed of execution: In order to facilitate the speed of execution Trive have imposed a maximum deal size on every market, viewable in the MIS. This limit is regularly monitored and takes into FX/CFD/vs 1.11 consideration many factors including liquidity and volatility to determine an amount that we are confident to accept without referral to speed up execution

### Orders

- a. An order will be triggered on our price. This means that a 'buy' order will be triggered when our 'offer' price gets to that level and a 'sell' order will be triggered when our 'bid' price gets to that level.
- b. All orders will be filled at their requested levels wherever possible or better. There are, in certain instances, situations where this is not possible. If a market 'gaps' through the requested price level of an order then Trive will fill your order at the next available price, or better. (See section on Gapping).

## TERMS OF BUSINESS

- c. If an order is triggered (or several similar orders) and is for an amount larger than our normal maximum trade size (viewable on the MIS) then this may result in the order(s) being filled at a worse level due to liquidity issues.
- d. No orders will be triggered outside our normal market trading hours. These are viewable on our MIS.
- e. If we quote a 'grey market' in a market that there is an order in then this will be triggered if our price gets to that level even if the underlying market is closed.
- f. Orders may be left GTC (Good Till cancelled... by the client) or GT (Good Till ... a time specified by the client).

### Other

While the above four factors are considered by Trive to be the most important in our execution policy, there are many other situations which can arise leading to price variations.

- a. Some markets which are quoted by Trive are done so outside of normal market hours, and as such are known as 'grey markets'. In these situations while every effort is made to keep prices and spreads consistent, this may not always be possible during particular volatile periods or during periods of illiquidity in corresponding markets.
- b. Financing charges made by Trive are fair, competitive and transparent. For non-FX markets, if a financing charge (or credit) is made then this is done with a 2% haircut. This means that the additional client charge to the client is just 2% above or below the interest rate applicable. For FX the prevailing market rates are used with no additional spreads or charges.
- c. While Trive does not charge commission to any of its clients for FX or CFDs, there may be situations, for example through third party introductions or through partnership deals with affiliated companies or Introducing Brokers (IB's) that a commission or other income generated from your trade is shared with third parties.
- d. Customers trading with Trive are charged financing to fund their positions. Trive may from time to time share a percentage of this financing and the spread with third parties for the client they have introduced to Trive. Even if third parties receive a percentage of the spread or financing, our clients are charged the same amount and any third party benefits are paid from our income. As a consequence clients are not in any way disadvantaged by any payments to third parties, unless otherwise stated. Details of these sharing arrangements on your account are available on request.
- e. We will at our discretion work an order for you in the 'underlying market' if there is likelihood that we may be unable to complete the order in the normal course of our business. In such a circumstance, if we agree to do this, then when Trive have been filled in the market place we will then fill your order at the corresponding price in our market.
- f. We may amalgamate your orders with those of other clients. If we do this we will endeavour to make sure that this is not done so as to disadvantage you in any way.
- g. We constantly monitor our Order Execution Policy to make sure that we provide you with the best service possible, and make any changes that we deem necessary to provide this level of service.

### 27. MANIFEST ERROR

- a. A manifest error can occur when a wrong price has been dealt on. This can be due to human error in the form of a misquote, or a computer fault.
- b. Trive may at its absolute discretion cancel, or amend, a trade or change the price that a trade has been dealt at if it believes that a manifest or palpable error has occurred.
- c. If Trive does change a price from the one dealt at, then it will do so to a fair price which represents where the price should have been at the time of the deal.

### 28. FORCE MAJEURE

- a. A Force Majeure covers many areas of unforeseen events such as an act of God, like earthquakes and flooding to war, sabotage, IT or communications failure or a complete lack of market liquidity. This may include an equity becoming un-borrowable.
- b. If such an event occurs, Trive will decide if this constitutes a Force Majeure event and if so will no longer be bound by this agreement or be held liable to any of the consequences that this may have.
- c. Trive will at all times undertake to provide its customers with the best possible service and prices during the time that a Force Majeure is in effect.

### 29. AUTHORISED PERSONS

- a. You as the account holder are the only person authorised to trade on your account.
- b. If you wish a third party to be able to trade on your account then you must request an 'authorised dealer' application which you must sign and return to us. This will allow someone else to trade on your account without having the full 'power of attorney' powers of control.
- c. This third party will not be able to make third party payments.
- d. You will still be liable for every trade and for all monies owed.

### 30. WEBSITE

- a. Trive accepts no liability for any computer virus or other malicious software that you may encounter through accessing our website or online trading applications.
- b. Trive may, at its absolute discretion, close its Internet Trading Platform and website, without any prior notice. Trive will not be held liable for any losses that may occur due to this situation.

## TERMS OF BUSINESS

---

- c. The live prices published on our ITP are for your sole use and should not be redistributed in any way or for any reason.

### 31. THIRD PARTY PROVIDERS

- a. Trive uses third party providers in various aspects of its business operations.
- b. We accept no liability over any losses made by you relying on any information that either we or a third party provides.
- c. A Third Party Payment Provider Agreement (Merchant Services Agreement) is executed by and between Trive International Ltd., (the "Company"), Sea Meadow House, P.O. Box 116, Road Town Tortola, BVI Company Number 1728826 and the Client, a physical or legal person, (the "Client").

### 32. SOCIAL TRADING

- a. You acknowledge that You may elect to use an automated trading system ("Social Trading Program") allowing you to replicate the trading strategies of other traders ("Signal Provider"), or if you register as a Signal Provider, allowing others to replicate your trades. Through our Trive Social platform, you may register for the Social Trading Program and connect your trading account held with us thereto. By doing so, you acknowledge that you have read, understood and accepted these terms as well as other legal documents that apply to your Trive Social account and your trading account.
- b. You confirm and acknowledge that decision to copy a Signal Provider, the opening and closing of copy trade(s) will happen from your trading account through the automated trading execution, without your manual intervention. You authorise us to execute all actions undertaken by the chosen copied Signal Provider or strategy, such actions are automatic once initiated by you and do not require any pre-authorisation of ongoing activity/copy trades. You reserve the right to manually stop copying the Signal Provider and close any of the trades if you believe that this serves better to your trading needs and investment or other objectives. For more information and better understanding of how to set up and operate Trive Social account and how to place or stop a copy trade on Trive Social platform, please refer to Trive Social tutorial posted on trivehub website (*i.e.*, <https://trivehub.blog/trivesocial>).
- c. You understand that the Signal Provider is not an employee, agent or representative of Trive. Trive does not, by implication or otherwise, endorse the operating methods of the Signal Provider or any third party electronic trading services and solutions provider. Trive merely has the role of providing access to the Social Trading Program functionality and information resources required for copying the trade signals generated by the Signal Provider. Trive does not provide personalised investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which we give to you as part of a copy trade, or about the performance of the copy trade is not intended to be and should not be considered as advice. This information is provided by Trive solely for informational purposes.
- d. You should use any information gathered from trivehub website and/or Trive Social platform as a starting point for your own independent research and investment decision making. However, you should not make investment decisions based on information provided on our platforms. You acknowledge, understand and accept that you use the Social Trading Program at your own risk and that all transactions entered into under the Social Trading Program are governed by these terms, Trading Terms and Conditions, Risk Disclosure and the relevant documents you have agreed to when registering for the Social Trading Program. We hereby strongly encourage you to conduct your own research, due

## TERMS OF BUSINESS

diligence, and take relevant measures to understand and protect yourself against all risks. It is your responsibility to read and understand all information that relates to the Social Trading Platform and the Signal Provider.

- e. We are authorised, but not required to, conduct further inquiry from you or a Signal Provider regarding any instruction from the Signal Provider. We can monitor the performance of any Signal Provider, as well as the performance of the different trading strategies and portfolios. We reserve the right, in our sole discretion, to (i) refuse to honor instructions or requests for information from a Signal Provider, (ii) pause, stop or block any Signal Provider to be copied, or you from copying a Signal Provider. We reserve the right to terminate the provision of the Social Trading Program to any Client and the right to terminate, suspend or pause the operations of any Signal Provider of Social Trading Program, at any time and at our sole discretion.
- f. It is important that you understand (i) the nature of the risks involved in the Social Trading Program, (ii) such risks are multi-faceted, and we exercise best endeavours to highlight the main potential risks, (iii) that you shall bear in mind that each strategy has different components compared to others and bears specific characteristics; therefore, you should not consider each strategy in isolation but your portfolio of strategies in general. In making a decision to copy a specific Signal Provider and/or strategy, you should consider your financial situation, including your financial commitments. You should understand that social trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a Signal Provider as a result of and without being limited to the following risks:
- Risk that the Signal Provider does not possess the necessary qualification (if required) or knowledge necessary to carry out trading activities.
  - Risk that the Signal Provider may carry out fraudulent operations using the Trive Social platform functionality.
  - that the Provider may lose control over the Trive Social account and third parties may gain access to the Trive Social account.
  - Risk that you may misunderstand or misinterpret the terms herein.
  - Risk of unforeseen delays in transfers between your trading account and the Trive Social account or late execution of deposit/withdrawal instructions by us.
  - Risk of blocking/pausing/stopping of a Signal Provider to be copied or you from copying the Signal Provider, closure of Trive Social account, termination of Social Trading Program.
  - Risk that information on the previous/past performance of a financial instrument is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the financial instrument to which the said information refers nor that any account will likely achieve profits or losses similar to those applied by and shown in the Signal Provider(s) account.
  - Risk that placing additional trades on your account, modifying or cancelling an order generated by Trive Social platform may result in a different outcome than the outcome reached in the account of the Signal Provider(s). Unopened copied trades in amounts lower than the minimum trade may also result in different results. Cash-out and withdrawal by the Signal Provider may also generate a materially different result from what you have copied as it may affect the copy trading proportions. Trive is unable to provide any guarantee as to the performance of any particular investment, account, portfolio, or strategy.
  - Risk that slippage may occur when trading in financial instruments and Trive does not guarantee that the trade will be filled at the order price/stop loss specified in the account of the Signal Provider(s) and all orders will be filled at the available market price available to us that may or may not match the requested order price.

## TERMS OF BUSINESS

- g. When you place a copy trade, Trive will charge you fees on the same basis as those charged to you if you were trading the account yourself. Please refer to the terms under the Trading Terms and Conditions and the terms herein which apply to the underlying product that you are copying for more information on the fees and costs associated with that copy trade.
- h. The username and description of the Trive Social account must not contain any of the following:
- Obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs;
  - Guarantees of profits or other promises;
  - Direct or indirect references to Trive's competitors;
  - Names of government bodies or officials;
  - References to other Trive Social accounts.

Trive reserves the right to (i) change the name of the Trive Social account at its own discretion and without prior warning if it determines the name is contradictory to the above and/or its business decisions, and (ii) decline a deposit into the Trive Social account without prior notice or explanation when either one of the following occurs: fraudulent activity is suspected, your username contains elements as set out under this subparagraph (h) and Trive request to change that username is not satisfied, or Trive deems it necessary under the then current circumstances.

- i. You hereby release us from any and all liability to the Signal Provider or any third party electronic trading services and solutions provider or to anyone claiming through you with respect to the damage, losses or lost profits sustained or alleged to have been sustained as a result of us following the instructions of the Signal Provider or any third party electronic trading services and solutions providers or for any matter arising out of the relationship between you and your Signal Provider or any third party electronic trading services and solutions providers and shall indemnify us from any and all losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom.
- j. You agree to hold Trive, its employees, affiliates and agents harmless from and to indemnify against any and all expenses, damages or liabilities, directly or indirectly, arise from or in connection with any and all acts and practices of the Signal Provider or any third party electronic trading services and solutions providers, including but not limited to their management of the account, omission or non-performance.
- k. You acknowledge and agree that Trive merely has the role of facilitating the payment of the agreed fees as authorised by you. Any dispute regarding any fees charged to you by the Signal Provider shall be between you and the Signal Provider. If we cannot pay the agreed fees from your account to the Signal Provider for any reason whatsoever, the liability to pay such fees remains as your sole liability. We shall have no liability for any unfulfilled commitments between you and the Signal Provider. If we discover that the Signal Provider is procuring losses and/or damages to us, then we reserve at our own discretion the right to:
- a. inform you, who has instructed us to copy the trade signals of that Signal Provider, and/or
  - b. suspend the trading activity of the Signal Provider, and/or
  - c. close the Trive Social account and block the operations of the Signal Provider, and/or
  - d. decline paying the agreed fees to the Signal Provider, and/or
  - e. use the agreed fees to compensate our losses of any kind resulting from the actions of the Signal Provider.



## TERMS OF BUSINESS

---

- l. Clause 31(d), (e), (f), (g), (h), (i), (j) and (k) shall not apply to you should you not register for the Social Trading Program.

### 33. INTELLECTUAL PROPERTY

- a. The intellectual property rights of all websites controlled by Trive and all of its subsidiaries in its own name and those of its trading names remains the property of Trive.
- b. The above includes all trademarks, charts, databases, adverts, prices, market information, product information, website design, logos and all other areas of the website. Nothing may be copied, reproduced or disseminated in any way without prior consent from Trive.
- c. Third party vendors or software providers shown or linked to our website also own the intellectual property rights to their products. Trive does not accept any liability in a capacity for any loss or misrepresentation that may occur from using or relying upon these third parties.

### 34. MARKET ABUSE

- a. You undertake not to trade with Trive, if to do so would contravene market abuse rules.
- b. You should not trade an equity if you are involved in any activity to do with that company which may affect its price. For example if you are connected with the merger or takeover of that or by that company.
- c. You should not buy or increase your position in a company if to do so would exceed your declarable interest in that company under the law at that time.
- d. You understand that Trive may hedge some or all of any trades that you do and as such your trades can have a material effect on the actual market price.
- e. You understand that any trades that you place will be subject to judicial regulation and in particular dealing in equities will be covered by the relevant BVI legislation.

### 35. MONEY LAUNDERING

We fully support the Police and all International and Local Governments and Agencies in their fight against Money Laundering and have procedures in place to combat all areas of this activity. We will not tolerate any attempts to launder money or what may appear to be laundering money and we reserve the right to reject or refuse any payment or payment request if we have any suspicions about the legality of the transaction, even if it is legitimate.

### 36. CONFLICTS OF INTERESTS

- a. Trive has taken all steps that it reasonably can identify any conflicts of interests that may occur between itself, its employees, its clients and any associated third parties or affiliates.

## TERMS OF BUSINESS

---

- b. If Trive does identify any such conflict of interest, it will then manage that situation so as to prevent its abuse.
- c. Above all, the interests of the clients are paramount. Every effort will be made to ensure that all clients and their business transactions are treated fairly and professionally.
- d. In the event of a potential conflict where more than one customer has an order in the same market then these will be filled on a first come first served basis.
- e. Trive, its employees or any third party associates should not benefit directly from any conflict of interest, apart from in its normal business.
- f. You accept that while every effort will be made to ensure no abuse occurs, there will be times where a conflict of interest occurs.
- g. Staff at Trive may on occasion accept small gifts or hospitality from third parties associated with the day to day running of the business. At no time will this affect or impair their duty to act in the best interests of our clients.

### 37. TREATING CUSTOMERS FAIRLY (TCF)

We are committed to providing the best service we can to our clients. As part of this process we continually monitor our procedures and the way in which we do business in order that we meet the highest standards expected of us.

- a. We ensure all staff have the highest levels of training and product knowledge at all times.
- b. We ensure that clients are made aware of the risks associated with their trading activity.
- c. We provide products that are clearly defined and easy to understand and trade.
- d. We constantly update our website with product and market information.
- e. We provide tutorials and literature to help inform and educate clients.
- f. We ensure that all promotions are clear and not misleading.
- g. We have a clear and simple procedure in place for clients to follow in the event of a complaint.
- h. We actively encourage feedback to ensure that clients fully understand all areas of our service.

### 38. PRIVACY AND DATA PROTECTION

- a. By accepting these terms of business you understand that you will be providing us with personal information that we will use to open, administer and maintain your account with us.

## TERMS OF BUSINESS

---

- b. We undertake not to sell or pass on your personal information to any third parties except to those that we need to in relation to the normal operation of our business. These include credit card processing and verification centres, law enforcement agencies, any financial or other regulators, our auditors and your compliance officer.
- c. However we may pass your information on to other companies within our group that we feel may be able to provide a service to you.
- d. We may provide personal details to other margin trading firms who are seeking a reference, however this would not include details of any open positions.
- e. We obtain most of the information about our clients directly from them, but we reserve the right to obtain information from other sources such as credit reference agencies, or fraud prevention agencies.
- f. We may use the information we have to help us provide a better service or new products to you and our other clients.
- g. All staff at Trive are fully trained in the confidentiality of handling personal information.
- h. All personal information held by us is done so in secure computer based storage facilities wherever possible. Otherwise we hold the information in secure paper-based files. No unauthorised persons are able to gain access to these storage facilities.
- i. Our website may install cookies on your computer so that we can better serve your requirements by knowing what areas of our website you have been looking at and speeding your navigation. You have the option of turning this function off via your computer settings if you wish, although this may affect your ability to view other parts of the website.
- j. While we make every effort to ensure all the information we hold is correct and up to date, it is your responsibility to furnish us with any changes in your personal information.

### 39. CLOSURE OF ACCOUNTS

Trive may at its absolute discretion close an account at any time for any reason. In the interests of treating customers fairly this would normally be for a specific reason, but is not limited to such, and we are not obliged to give a reason.

Examples of situations where this might occur are:

- a. You are rude or abusive to staff.
- b. You have supplied false personal information.
- c. Trive has reasonable grounds to believe that you are involved in some form of market abuse.
- d. You owe us money.

## TERMS OF BUSINESS

---

- e. The trading activity on your account is not suited to Trive.

If we decide to close your account, while you have open positions, then you will not be entitled to open any new positions, but you will be able to close any positions that remain open in the normal manner. In case of a closure due to the abusive behaviour, Trive reserves right to cancel relevant trades and profits and other benefits from these trades.

### 40. COMPLAINTS PROCEDURES

- a. Trive endeavours to offer its customers the highest standards of service in all aspects of its business; however there may be elements of our service that do not meet your satisfaction.
- b. You should raise any query that you have as soon as possible or in any event within 3 days of its discovery. We reserve the right not to entertain any queries brought to our attention after that time.
- c. In the first instance, you should try to resolve any dissatisfaction or grievance with your normal Trive contact or email [support\\_int@trive.com](mailto:support_int@trive.com).
- d. If that person is unable to resolve your dispute to your satisfaction, you should direct your complaint or grievance either verbally or in writing to the Trive Customer Services.
- e. Trive will send an acknowledgement of your complaint to you within a reasonable time of receipt.
- f. Trive will then look into your complaint and reach -an initial decision within four weeks of receiving the complaint.
- g. Trive endeavours to resolve all complaints within a 3 month period, subject that the matter is within our control.

### 41. RESPONSIBLE TRADING

At Trive we want you to trade successfully, but we are fully aware that this does not always happen, and we actively encourage responsible trading. In those situations it is important that you are responsible in your actions to make sure you do not lose more money than you can afford to. You should only ever speculate with money you can afford to lose and it is imperative that you have read and understood our Risk Warning notice. We do not recommend borrowing money, spending more than you can afford or using money set aside for other purposes for trading.

### 42. SCALPING

#### Definition

Scalping can apply to any online quoted financial market. Traditionally it primarily refers to the Foreign Exchange market due to its size, liquidity and tight spreads. It is when a trader, often using high leverage, attempts to take advantage of a price discrepancy or anomaly in market in an extremely short period of time, typically a few seconds. Often this price anomaly may be caused by latent prices which is where, due to the complexity of transmitting prices online around the world, delays in updates occur, which although small, can still be exploited.

## TERMS OF BUSINESS

### Policy

Trive, while not condoning the use of 'scalping', especially in tandem with Expert Advisors, does not forbid it. We reserve the right to switch off the Expert Advisor functionality for any client who we, at our sole discretion, feel is abusing that facility, or may abuse it in the future. If Trive believes the activity is abusive, Trive reserves right to cancel all relevant trades and profits and other benefits from these abusive scalping trades.

We may also, or instead of, move a client to a direct market access pricing mechanism, known as STP (Straight Through Processing), which will only fill their orders if they can be simultaneously hedged in the global market place. This may also mean the spread for that market will be wider. In extreme cases we may, as per our full Terms of Business, close a client's account. If Trive, in its sole opinion, believes a client has been scalping by dealing on latent prices then it may cancel all trades which have been one.

Trive provides competitive/tight spreads and liquidity to its customers, where possible. It does this to help them trade in volatile global financial markets by giving them the greater stability of pricing. It does not do this so that people can abuse this to their own ends. We will, therefore, reserve our right to cancel all trades and profits/benefits of those trades for anyone we deem to have been dealing with latent prices and abusing the tight spreads that we provide. This may result in some or all of those trades being cancelled or amended.

### 43. SWAP FREE

The Swap-Free trading account Terms & Conditions ("Terms") is a supplement to Trive General Terms & Conditions ("General Terms") between the client and Trive, and it governs the terms of the Swap-Free trading account ("SwapFree").

The client hereby expressly acknowledges and agrees that by completing or submitting to Trive the Swap-Free trading account request, email and/or documentation/forms to show the client's approval and acceptance of these terms and conditions.

Swap-Free trading accounts are available only to those clients who cannot use 'swaps' owing to their choice. Accordingly, in all instances where a request for a Swap-Free account is submitted to Trive, the company reserves the right to require an adequate justification for and/or proof of the necessity or need of any such conversion.

Trive reserves the right to refuse any such request, at its sole discretion, for any reason whatsoever, without being obliged to provide any explanation or justification.

Trive also reserves the right to revoke the Swap-Free status granted to any standard trading account at any time, at its sole discretion, without being obliged to provide any explanation or justification.

Clients are not allowed to use Swap-Free trading accounts for making profits from 'Swaps' as the primary reason. Further, clients cannot request the payment of any 'Swap' amounts that have been lost as a result of converting their standard trading account(s) into one or more Swap-Free account(s) for any such period prior to converting the account to a Swap Free account(s).

In the event that Trive detects any form of abuse, fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity in regard to any Swap-Free account of any client, Trive reserves the right, at any time:

## TERMS OF BUSINESS

- to revoke the Swap-Free status from all standard trading accounts of the client that have been converted to a SwapFree trading account with immediate effect; and/or
- to correct and recover any unaccrued Swaps and interest, expenses and or costs related to client's Swap-Free trading accounts during the period which such accounts were converted to Swap-Free trading accounts; and/or
- to close all trading accounts of such client with Trive , void all trades carried out in such client's trading accounts with Trive and cancel all profits incurred in such client's trading accounts with immediate effect.

Trive will revoke this right in cases of abuse and / or suspicion of abuse under below mention cases, in which case Trive may at its sole discretion decide to close all open positions in the account and deduct or add the swaps that the transactions would have incurred under normal circumstances.

The client expressly agrees that Trive will review all Swap-Free accounts on a regular basis and that all Swap-Free accounts will be subject to regular checks and monitoring.

The client expressly acknowledges and agrees that the CFDs offered by Trive might be charged a fee upon the rollover of a position from one contract to another.

If any of the terms set forth herein were to be translated into a language other than English, then the English version shall prevail where there is an inconsistency or conflict.

Nothing in this document restricts Trive's ability to enforce its rights under "Trive General Terms & Conditions"

### 44. APPENDIX

Examples of stake size: Equities

To trade in the equity yBP which is trading at 495/500 for example. As a CFD you would enter the number of CFDs you would like to trade (1 CFD = 1 Share). So for example you might want to buy 1000 shares at 500 pence giving you a position equivalent to \$5,000 worth of shares. As this is a CFD, which is margin traded, you would normally only need to put up a minimum of 5% of the \$5,000 which is \$250 to do the trade.

Examples of stake size: Foreign Exchange

To trade in EUR/USD which is trading at 1.3550/1.3552 for example. In the case of an FX trade you would enter the nominal amount of the base currency you want to trade, in 'lots'.

So for example you might want to buy 0.2mio Eur/Usd at 1.3552. To do this you would buy just 2 lots, as each lot is worth 100,000 of the base currency concerned. As an FX trade, which is margin traded, you would only need to put up a minimum of 1% of the Eur 0.2mio which is Eur 2,000 to do the trade.

Examples of stake size: Indices

## TERMS OF BUSINESS

To trade in the UK100 which is trading at 4450/4452

As a CFD you would enter the number of CFDs you would like to trade (in the same way as shares).

So for example you might want to buy 5 UK100 CFDs at 4452. This would give you a position equivalent to \$22,260 worth of the index (5 x 4452)

As this is a CFD, which is margin traded, you would only need to put up a minimum of 5% of the \$22,260 which is \$1,113 to do the trade.

### Examples of Financing: Equities

For a CFD, if you have a position of long 1000 CFDs in BP then you will be subject to financing on the value of the position you are holding.

Assuming an overnight UK interest rate of 0.55 % and a share price of 500p, you would be charged financing, as you are long, at the rate of 2.55%/365 for each day you hold the position.

So in this example you would pay  $(1000 \times 500p) \times (2.55\%/365) = \$0.35$  a day.

### Examples of Financing: Foreign Exchange

As an FX trade if you have a position of long 200,000 (2 lots) of Eur/Usd then you will be subject to financing on the value of the position you are holding. Assuming the market rates known as 'tom next' are -0.05 / -0.02 then as you are long you would be receiving 0.02 cs a day.

So in this example you would receive \$0.40 a day  $(\$200,000 \times 0.000002)$ .

As a rough rule of thumb, if you are long a currency that has a higher interest rate than the currency you are short then you should receive financing, the amount of which depends on the difference in interest rate between the two. If your position was the opposite then you would be charged financing.

### Examples of Financing: Indices

As a CFD if you had a position of long 5 UK100 CFDs then as you are long, like with shares, you would be charged for financing.

Assuming an overnight UK interest rate of 0.55 % and an index price of 4452, you would be charged financing, as you are long, at the rate of 2.55%/365 for each day you hold the position.

So in this example you would pay  $(5 \times 4452) \times (2.55\%/365) = \$1.56$  a day in financing

### Examples of Margin Requirement: Foreign Exchange

## TERMS OF BUSINESS

---

If you wish to SELL 2 lots of Usd/Jpy (\$200,000 US Dollar v Japanese Yen) Assuming a margin requirement of 1% you would need \$2,000 in your account ( $\$200,000 \times 1\%$ )

Or

If you had a leveraged account with a leverage of 400 to 1 then: If you wish to SELL 3 lots of EurUsd (Eur 300,000 v US Dollar) You would need Eur 750 (or equivalent) in your account ( $\text{Eur } 300,000 / 400$ )

CFD

If you wish to BUY 5000 CFDs in BP at a price of \$5.00 Assuming a margin requirement of 5% you would need \$1,250 ( $5000 \times \$5.00 \times 5\%$ )