

## Terms of Business



These Terms of Business apply  
from 1st October 2016



## 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 / Bets
16. Rolling Trades / Bets
17. Futures Trades / Bets
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. Intellectual Property
33. Negative Balances
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. Appendix



## 1) Risk Warning

- a. Foreign Exchange, Contracts for Difference and Spread Betting with GKFX are all margin traded products. Therefore they inherently carry a high level of risk compared to other investments and as such you could rapidly lose more than your initial deposit. They are all legally enforceable under the Financial Services and Markets Act 2000.
- b. Margined trades (or bets in the case of spread betting) 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 or bet. They can settle in a currency other than your base currency and therefore your profit or loss could be liable to foreign exchange fluctuations.
- 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 or bet 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 (or bets) 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 (or bets) 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. GKFX will hold retail customer funds in a segregated bank account. We reserve the right to utilise some of those funds up to the level that the client is losing to fund open positions. However even in a segregated account you may not be afforded complete protection.

All individual client funds are subject to the Client Money Rules of the FCA (formerly the FSA), unless stated otherwise, and are guaranteed by them under the Financial Services Compensation Scheme up to a maximum of £50,000.(See Deposits / Withdrawals / Balances).

- h. If you are in any doubt whatsoever about any aspect of the risks involved in FX, CFDs or Spread Betting then we recommend that you seek independent professional help or advice before continuing.
- i. 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.
- j. Margin trading is not necessarily designed to replace existing or traditional methods of investing and is therefore not suited to everyone.



- k. You acknowledge that you and no member of your family are classed as a PEP (Politically Exposed Person).

## 2) Introduction

- a. GKFX (“us”, “we”, “our”, “ours”, “ourselves”) is the trading name of GKFX Financial Services Ltd, which is authorised and regulated by the Financial Conduct Authority(FCA).The FCA’s address is 25 The North Colonnade, Canary Wharf, London E14 5HS and [www.fca.org.uk](http://www.fca.org.uk).Our registered address is GKFX Financial Services Ltd, Bevis Marks House, 24 Bevis Marks, London EC3A 7JB
- b. These terms of business cover Foreign Exchange (FX), Contracts for Difference (CFD) and Spread Betting. 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 or bets executed with ourselves.
- c. These terms of business set out the agreement between us and the client or customer (“you”, “yours”) and should be read carefully together with any amendments and addendums and apply to clients who are not domiciled in China. IF you have opened an account with GKFX then you have automatically accepted these Terms of Business and any forthcoming updates. In addition, if there is any doubt, you will also have been deemed to have accepted these Terms of Business by making a deposit, logging into your account or placing a trade.
- d. These terms of business do not in any way affect your statutory rights and do not restrict the liability owed by us to you under the Financial Services and Markets Act 2000 or any other regulations imposed on us by the FCA.
- e. If any part of this agreement is deemed to be invalid or unenforceable then the rest of this agreement will still be enforceable.
- f. 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.
- g. They will apply to all new and existing trades or bets 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 GKFX.
- h. 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.
- i. The words ‘trading’, ‘trade’, ‘betting’ and ‘bet’ are all used interchangeably in these terms of business.
- j. Upon your acceptance of these terms of business and our acceptance of you as a client you warrant to GKFX that every trade or bet you transact with us you do so directly with us in accordance with these terms of business.
- k. As a client of GKFX you also undertake only to trade or bet if:
- 1 You are not contravening any legislation in the country from where you are at the time.
  - 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.



4 Your personal details held with us are up to date

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.

If you do trade or bet while contravening one of the above then you will still be held accountable and liable for all trades and bets and their corresponding profits or losses.

- I. No side agreement made with any member of staff, either oral or written (inc email) will take precedence over the Terms of Business unless signed by an authorised member of staff, which for the avoidance of doubt means a member of the Board, the Managing Director, Compliance Manager or Chief Operating Officer.

### 3) General

While Foreign Exchange is traded globally, spread betting and 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 GKFX from the USA or any other country where it may be against the law of that country to spread bet or trade with a UK based company.

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, at our absolute discretion, to a third party, having given prior notice to you of at least 10 working days.

For the purposes of these Terms of Business, GKFX Financial Services Ltd (GKFX) and GKFX Markets should be deemed the same legal entity.

### 4) Definitions

**GKFX** = GKFX Financial Services Ltd

**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.



**FX** = Foreign Exchange.

**ITP** = Internet Trading Platform.

**CFD** = Contract for Difference.

**NTR** = Notional Trading Requirement.

**FCA** = Financial Conduct Authority.

**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, 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'.

**FATCA** = Foreign Account Tax Compliance Act. This refers US international tax law agreed with other countries and jurisdictions whereby client details are passed to US tax authorities.

## 5) Law and Jurisdiction

- These terms of business apply to all trades, bets or orders of any type carried out with us, and are governed by the laws of England and Wales.
- In the event of a default by you, GKFX Financial Services Limited, 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 GKFX in writing to the contrary. However;



You may request at any time, or we may at our discretion request you, to be reclassified as a Professional Client or Eligible Counterparty.

For the avoidance of doubt, all Corporate and Institutional clients will be classified as Professional Clients unless otherwise agreed.

This should be agreed in writing between both parties and you must acknowledge that you are aware that you will lose some of the rights afforded to you under FCA rules by signing a loss of protection

To be considered as a Professional Client you must satisfy at least two of the following criteria:

- You have carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters;
- The size of your portfolio, defined as including cash deposits and financial instruments exceeds Eur 500,000;
- You work or have worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

As a Professional Client, when you transfer money to us, or money is paid to us on your behalf, to the extent that we reasonably determine that the amount of money you have transferred to us is required as collateral to cover your obligations to us including, present or future, actual or contingent or prospective obligations, without further notice from us, you acknowledge and agree that full ownership of the money so determined as collateral by us is transferred to us for the purpose of covering your obligations under or in connection with your account with GKFX from time to time known as the 'title transfer collateral arrangement'. The FCA Client Money Rules will not apply to monies transferred under this agreement and you will not have a proprietary claim over such money and we can deal with it as our own.

In the event of your death, and upon receipt of proof, we will close all your open trades or bets 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.

(e) You will be liable for and fully indemnify GKFX 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.

(f) The maximum amount of liability that GKFX 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 or bet.

(g) Any translations of these Terms of Business are for your convenience only. Although we have made every effort to translate these correctly, we cannot guarantee its accuracy. If these Terms of Business have been translated into any other language, then it is the original Terms of Business, written in English, which are deemed to be legally binding.

## 6) Demo Accounts

Entry to the demonstration (demo) platform will be disabled after 30 days.

With the GKFX 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, CFDs and Spread Betting are volatile instruments and it is possible to rapidly make or lose more than your initial deposit.



While Demo accounts to replicate live accounts they may not always be totally the same as varying factors in the live environment can affect matters.

## 7) Accounts

- a. GKFX may refuse your application to open an account for any reason or no reason and is under no obligation to provide any reasons for doing so.
- b. GKFX 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 GKFX and you which covers all accounts you may hold with us even if they are in different asset classes (ie FX, CFDs or Spread Betting). 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 GKFX 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.

## 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, CFDs and Spread Bets) 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 may 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. The account size limit does not affect the statutory protection afforded to you in the aforementioned Financial Services Compensation Scheme.
- d. We may choose to set this limit in US dollars, Euros or Sterling and this will be applied to whatever base currency that your account has held.
- e. If for any reason your open positions or bets 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.
- f. 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 GKFX 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. GKFX 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.
- e. If you provide your login details to anyone then the consequence of doing so lies solely with you and any resulting losses to your account are your responsibility.

## 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).
- 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 or bets 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 or you have activated a trading robot. 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 or bets carried out on this account.
- e. All trades or bets 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, bets or orders via email, fax or mail or SMS text message unless you have received prior permission from GKFX.
- f. We will use your name, account number and other personal data to identify you when you trade, bet 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, bet 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 in accordance with FCA guidelines and these will remain the sole property of GKFX 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 or missing trades and bets.



- 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. GKFX does not charge commission on any trades for its standard account types. It makes money from the spread, which is the difference between its bid price and the offer price. However on some accounts it may charge a commission which will be shown on your statement.
- b. It is your sole responsibility to assess and pay any tax liability that may occur from the results of any trades or bets 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. Under current UK tax law UK individual clients are not liable to pay tax on any Spread Betting profits. We pay the betting duty to the Inland Revenue. If this tax law changes, we reserve the right to pass this cost onto you, giving you one month's notice.
- 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).
- e. We may pass on any increase in costs associated with going short on an equity (i.e. placing an opening sell bet or 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 or bet under any circumstances.
- g. If you have been introduced to GKFX by a third party then the spreads you see may be wider than the core GKFX spreads. This additional spread is passed on to the introducing party and can be clearly seen on the dealing platform as compared to the usual GKFX spreads.

Details of mark-ups and commission sharing arrangements are available upon request.

## 12) Deposits / Withdrawals / Balances

- a. You can fund your GKFX 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 GKFX 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 by our accounts 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. 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. Unless otherwise agreed in writing, you agree that we will not pay you interest on any funds provided to us and you expressly waive any entitlement to interest.
- d. Once funds have been deposited into your account, you can place trades or bets 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 will pass on any costs associated with taking deposits from you. These may be in the form of a percentage commission charged by the debit/credit card company.
- f. We will pass on any costs that may be associated with transferring money back to your bank, credit or debit card from your account when withdrawing money.
- 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 this will not be possible. We also reserve the right to withhold any payment if we feel that it may be required to meet future short- term payments.
- 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 Negative Balances and Gapping) you are required to clear this immediately. This should be done by debit/credit card 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. All retail client funds deposited with GKFX will be held in a segregated account in accordance with the FCA Client Money Rules. When you place an opening trade or bet on your account(s) you will be utilizing some or all of your deposit as initial margin. This margin will still be held in the segregated account.

GKFX will transfer funds to and from the segregated account which it requires to maintain your open positions in the form of daily profits or losses on open positions. During this period you will have no legal claim over these funds and in the unlikely event of the firm's insolvency you will have no rights or claims to this money if they are being used to fund open positions.

- k. Under the FCA Client Money Rules, client funds held by us will no longer be deemed client money when that money becomes 'owed' to us by the closing of a trade or bet that results in a loss.
- l. GKFX reserves the right, in accordance with section 7.2.3 of the FCA's Clients Assets Sourcebook, to use part or all of a non retail clients funds. These funds will at that time, from a legal standing, no longer be considered as client funds, will not be segregated and may be used by us in the course of our business.
- m. At no time will GKFX 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.
- n. In the event of an account being left dormant or un-utilised for a period of 5 years GKFX 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 GKFX may close the account and will no longer consider the funds held on that account as client funds.
- o. GKFX as part of its usual account opening process will send newly opened account holders a letter with a Withdrawal Validation Code. When the client receives this code they should enter it on our website which will then enable them to make withdrawals.
- p. GKFX, in full accordance with global anti money laundering regulations, do not accept cash deposits except in very rare circumstances. If anyone does deposit cash without prior agreement then GKFX reserves the right to confiscate these funds until the source of their origin can be confirmed, and the appropriate authorities will be informed.

### 13) Minimum / Maximum



Every market we quote, whether in FX, spread betting or CFDs has a minimum trade size and a maximum trade size. These are clearly shown in our Market Information Sheets, or can be found by contacting the dealing desk.

## 14) Margin

- a. When any trade or bet 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 or bet starts to lose money.
- b. These funds must be cleared funds, paid to us via a debit/credit card or via Chaps or SWIFT. We do not accept cheques except under exceptional circumstances, and only with prior agreement with GKFX.
- c. These NTRs vary immensely from product to product and can be viewed on the MIS.
- d. For example in FX it may be as low as 1 percent of the total actual value of the trade, or bet, up to 50 per cent for an equity trade as a CFD.
- e. Spread Betting margins may in some instances be shown as a multiplier rather than a percentage. This means that the margin requirement is fixed to your stake multiplied by the margin.  
  
(See examples in the Appendix)
- f. The NTRs for all markets are published in our Market Information Sheets (MIS) on our web site.
- g. 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 or bet 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 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.
- h. 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.
- i. Our MT4 platform will liquidate your positions when your equity, which is your cash plus your open profit/loss, falls below 10% of the total margin required of all your positions.
- j. 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).
- k. We may issue you with a margin call depending on the size of your positions. 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. The responsibility lies with you at all times to maintain sufficient funds in your account.
- l. 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.
- m. Margin calls can be made by telephone, voicemail, email, fax, letter or any other method deemed appropriate by GKFX. 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.



- n. 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.
- o. GKFX 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 manor.
- p. Margin payments can be made by debit or credit card. For amounts over £10,000, or equivalent, you can make a bank transfer or Chaps payment.
- q. GKFX is will not be held liable for the consequences of a client not being able to add funds to their account outside of UK office hours where an automated system may not be working.
- r. If a client has been allowed to open an account and deposit a limited amount of funds on the proviso they supply further required documentation then GKFX will not be held liable in the event that the client is not permitted to make further deposits due to not supplying what GKFX considers to be acceptable documentation.

## 15) Trades / Bets

- a. GKFX will act as the principle counterparty on all trades, bets or orders undertaken between you and us.
- b. All Spot or rolling Foreign Exchange trades made either with an FX/CFD account or a Spread Betting account '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.
- c. All trades, bets or orders carried out by us are done so on an execution only basis.
- d. All trades, orders and bets 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. We are not expected to, or licensed to, give specific advice on investments or make any recommendations to you. If such advice or recommendation is given, whether intentionally or not, and acted upon by you then this should be solely at your discretion and we will not be held accountable in any way. If an associated third party gives you advice then it is your sole responsibility whether you chose to follow that advice and GKFX accepts no liability for the consequences.
- g. 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.
- h. All trades, or bets, 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 or bets carried out by you in such a circumstance will be held binding and deemed valid.
- i. You should fully understand and make yourself aware of all financial considerations required by you before you place a trade or bet. This includes the notional trading requirement (NTR), and the consequences of a trade or bet moving against you.
- j. It is your responsibility to make sure you fully understand all aspects of any trade or bet placed by you and the laws and regulations governing it. If you are in any doubt as to any area of a trade or bet then you should seek clarification with us before the trade or bet is carried out.



- k. We are under no obligation to accept any trade or bet 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 or bet.
- l. We reserve the right to void, or amend, any trade or bet that may have arisen from the price being wrong due to a 'manifest error', a latent price or a 'force majeure' (see later sections).
- m. 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 GKFX immediately for us to try and help. If you do experience problems then it is imperative that you contact the trading desk immediately.
- n. When you place a trade or bet, you do so 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.
- o. You may hold opposing positions with GKFX. 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.

It is important you understand they if you are long and short the same market, also known as hedging, then if the spread of that market widens, over a news announcement for example, then you would end up losing more money despite being hedged and could lead to your positions being closed.

However in spread betting you may not simultaneously hold positions in currency pairs which are also quoted by us in an inverted manor. For example, you may not hold a position in Eur/Gbp and Gbp/Eur at the same time. If we discover you have a position like this we may, at our discretion, void one or both of the trades.

- p. 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.
- q. If your trade or bet 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, GKFX 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.
- r. In very rare circumstances GKFX 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.
- s. If GKFX do reject a trade or bet, 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.
- t. Trades in FX or CFDs are always done in the Notional Amount or via 'Lots' which is shown in the Market Information Sheets (MIS). Spread betting is traded in a monetary bet per point move.

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.



3 In Spread Betting, whether you are trading FX, equities or any other market, you are betting on each tic or point move of the price, which is shown in the MIS. So if you wanted to bet that the price of BP would go up, then assuming a price of 500p and that you wanted to buy the equivalent of 1000 shares, you would bet £10 per pence move. So if the price went to 505p you would make £50 profit. Had you taken a short position, you would of course have lost money.

(See example in the Appendix)

## 16 Rolling Trades / Bets

- a. Rolling trades or bets 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 or bet is rolled then GKFX reserve the right not to roll the position, and it will be left to expire at the market price.
- b. All rolling trades or bets, whether in FX, spread betting or CFDs are subject to financing. These are calculated in different ways. For FX on its own or for FX as a spread bet or CFD this is calculated using the 'market rate' known as 'tom next'.
- c. For all other rolling trades or bets 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 or bet. Depending on rates at the time this can in theory lead to you being charged whether you are long or short. (For example, where the interest rates are 1%, you will be charged  $1 - 2 = 1\%$ ). However GKFX caps this at zero percent, although we reserve the right to change the way in which we calculate this financing.
- d. Apart from FX, our rolling trades or bets 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 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 GKFX will price this grey market as fairly and transparently as possible.

- e. GKFX may at its sole discretion crystallise the profits or losses of any clients rolling trades. 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.
- f. Bed and breakfast is a term that means the closure of a position in a financial market using the current price to realise the current profit or loss and then the immediate opening of the same position at the current price to keep the trade open.
- g. 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 may be a nominal charge for this service.

## 17) Futures Trades / Bets



All non-rolling trades or bets 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.

Unless specifically agreed in writing in advance by GKFX, all trades or bets on Futures contracts will be treated as CFDs and will be cash settled. At no time will a client be entitled to delivery or be expected to deliver the physical entity with which the contract relates.

## 18) Markets

- a. GKFX offers an extensive range of markets which is evolving 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, although we accept no liability as to its accuracy.
- 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 which GKFX make prices in is settled 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 or bet on an equity in the form of a CFD or spread bet.
- e. While every effort is made to ensure that the prices that GKFX publish over our ITP are correct, occasionally the prices quoted by us may not be correct. In such cases GKFX 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 GKFX 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.
- g. GKFX reserves the right to change the specification of any market or product that it quotes at any time whether clients have positions open or not, although it will always take client interests into account when doing so, and will try to give reasonable notice of such actions.

## 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. GKFX 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.
- c. During this time we may change our maximum deal sizes as well.
- d. GKFX may at any time introduce different account types and move any client into a different account if it chooses without having to give a specific reason.

These account types may have different minimum and maximum trade sizes, a maximum open position size, and different spreads.

Some accounts may have fixed spreads while others have variable or floating spreads and maybe classed as STP (Straight Through Processing) or ECN (Electronic Control Network) which means execution will be dependent on the available liquidity to GKFX at any given time.



Whatever the account type, GKFX reserves the right to change the spreads and markets available to its clients at any time.

## 20) Orders

- a. An order is a request by you, to us, to execute a trade or a bet 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 bet 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 bet 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 or bet. 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 GKFX'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 GKFX 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 GKFX's market opening hours for that individual market (See Market Information Sheets - MIS), or by contacting the dealing desk.
- l. All orders can only be left a minimum distance away from where the GKFX price is at that time. This can be seen on the deal ticket or by contacting the dealing desk.
- 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.
- n. GKFX may at its sole discretion, taking into account market liquidity, refuse the addition or amendment of any orders for up to 2 minutes prior major news releases.
- o. We reserve the right to refuse any amendments to any type of existing order.



- p. Please note that GKFX may, at its discretion, remove and archive deleted pending orders from the trading platform history in order to free up memory on its servers. If it does so it will only do this for orders that have not been executed and have been cancelled and which are at least one month old. Details of any orders which have been archived will be available to all clients upon request.

## 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.

You should be very aware that if you trade over news announcements the price you actually trade at may be vastly different from the level you intended to due to the market gapping.

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

GKFX 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 as this is deemed to be the official closing time for Foreign Exchange before the next day's business begins.

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 or bet.

- b. On Equities, Indices and Commodities the financing is also based on the actual value of any trades or bets 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 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)

- c. For Muslim clients GKFX may offer a Sharia FX/CFD account where the spreads are wider but no financing is applied to positions. However these accounts are monitored closely for abuse and may be subject to a commission charge if deemed to appropriate.

## 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.

GKFX may at its absolute discretion withhold or change the way in which a dividend adjustment is made.

The factors surrounding the above are dependent on the execution policy put in place by GKFX which monitors several factors including what we are charged by our brokers.

## 24) Out of Hours Markets

GKFX 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 GKFX. Check the MIS for trading times.

## 25) Corporate Actions

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

- a. GKFX will adjust all trades or bets 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 GKFX, at its absolute discretion, deems appropriate.
- c. This adjustment may in some instances lead to the initial trade or bet being cancelled and replaced with a new trade or bet at a new price.
- d. In the event of an outright takeover of the company, if you have a trade or bet on we will close the position at the final agreed sale price.
- e. At no stage do you have any voting rights in the company concerned.

## 26) Order Execution Policy

General

- a. GKFX is regulated by the FCA and as such must follow an execution policy. This policy is applicable to all trades and orders placed and executed with GKFX.
- b. GKFX Execution Policy forms part of our Terms of Business and as such, by agreeing to these Terms of Business, you are agreeing to the terms of our Order Execution Policy. This policy applies equally to orders and trades for both Retail and Professional Customers.
- c. GKFX provides margin trading services in Foreign Exchange, CFDs and Spread Betting. It is GKFX'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 offered by GKFX is quoted as a derivative of the underlying market and we are the only execution venue to which you have access through us.



- d. GKFX 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.
- e. GKFX 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).
- f. GKFX may at its discretion hedge some or all of a client's position in the underlying market. GKFX at no time owes a fiduciary duty to the client as an agent or broker other than its normal obligations governed by financial regulations.
- g. While every effort is made to ensure that GKFX prices are the best available to its clients, there are no guarantees that you might not be able to get a better price elsewhere.

### Factors

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

- a. **Price:** GKFX 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 GKFX 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. **Custos:** 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 GKFX, unlike the underlying market, is usually good in up to a certain size. In order to maintain this additional liquidity to the market GKFX 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 GKFX have imposed a maximum deal size on every market, viewable in the MIS. This limit is regularly monitored and takes into 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 GKFX will fill your order at the next available price, or better. (See section on gapping).
- 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 GKFX to be the most important in our best execution policy, there are many other situations which can arise leading to price variations.

- a. Some markets which are quoted by GKFX 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 GKFX 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 GKFX does not charge commission to any of its clients for FX, CFDs or Spread Betting, there may be situations, through third party introductions or through partnership deals with affiliated companies that a commission or other income generated from your trade/bet is shared with third parties. In such circumstances this will be made abundantly clear to the client by the party concerned and this information is available on request.

In some circumstances a client introduced to us by a third party may pay wider spreads than our direct clients and or a commission. This is a matter for the client and the third party, and GKFX does not benefit from this arrangement. GKFX will always make available to any client the details of such an arrangement if so required.

- d. Customers trading with GKFX are charged financing to fund their positions. GKFX may from time to time share a percentage of this financing and the spread with third parties for the client they have introduced to GKFX. 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 unless a mark-up has been added. As a consequence clients are not in any way disadvantaged by any payments to third parties. 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 GKFX 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, a computer fault, or a latent price caused by a slow internet feed.



- b. GKFX may at its absolute discretion cancel, or amend, a trade (or bet) or change the price that a trade (or bet) has been dealt at if it believes that a manifest or palpable error has occurred.
- c. If GKFX 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, GKFX 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. GKFX 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 or bet on your account.
- b. If you wish a third party to be able to trade or bet on your account then you must request that an 'authorised dealer' be added to your account via mail or email. 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 or bet and for all monies owed.

## 30) Website

- a. GKFX accepts no liability for any computer virus or other malicious software that you may encounter through accessing our website or online trading applications.
- b. GKFX may, at its absolute discretion, close its Internet Trading Platform and website, without any prior notice. GKFX will not be held liable for any losses that may occur due to this situation.
- 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. GKFX Financial Services Ltd uses third party providers in various aspects of its business operations. At no stage do we accept any liability for any information that they provide us or that is published on our website via their application, or any mobile application.
- b. We accept no liability over any losses made by you relying on any information that either we or a third party provides.
- c. GKFX may offer its clients software supplied by third party providers to use in the course of their dealings with GKFX. GKFX accepts no liability for the reliability of such software or for any losses that may arise from using it or relying upon it.
- d. This may include internet trading platforms, mobile trading platforms, charting (which should only every be construed as indicative), trade copiers and payment services.



- e. In the event of GKFX using remote access software to access your PC (with permission) we will not be held liable for any issues related to that or as a consequence of it.

## 32) Intellectual Property

- a. The intellectual property rights of all websites controlled by GKFX Financial Services Ltd and all of its subsidiaries in its own name and those of its trading names remains the property of GKFX.
- 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 GKFX.
- c. Third party vendors or software providers shown or linked to our website also own the intellectual property rights to their products. GKFX does not accept any liability in a capacity for any loss or misrepresentation that may occur from using or relying upon these third parties.

## 33) Negative Balances

- a. The financial welfare of our clients is always at the forefront of our business decisions and with that in mind GKFX has introduced a scheme to help protect clients from the risk of their trading account becoming negative.

While GKFX does have an automatic stop out level set on its MT4 trading platform so that when a client's account falls to a certain level the positions are closed automatically, this does not always protect the client from ending up with a negative balance if the price of a market gaps.

Clients should remember it is their responsibility to ensure at all times that they have sufficient funds on their account to maintain the required level of margin.

However, if a retail client, or a corporate client who is classified as a retail client, ends up with a negative balance of up to \$10,000, or equivalent, then upon notification by the client, GKFX will write off that amount subject to certain conditions:

Where any of the following occur, Negative Balance Protection will not be applicable:

- A Force Majeure event occurs.
- Extreme volatility causing abnormal price movements.
- Where the loss was caused by equity trading.
- Government/Central Bank intervention.
- If the client holds other accounts with GKFX that are in credit.
- Where GKFX deems the client to have acted deliberately to abuse the system.

Please note that this offer only applies to one account holder per household and covers only one account at any one time held by that person or corporation and GKFX decision is final.

This offer is not applicable to residents of China who have other safeguards in place.

- b. In the unlikely event that you end up with a negative cash balance despite the above safeguard, this should be paid immediately to GKFX via a credit/debit card or bank transfer. Failure to do so could result in legal proceedings and interest being charged on the debt at 4% above the prevailing interest rate at the time.



## 34) Market Abuse

- a. You undertake not to trade with GKFX, 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 GKFX may hedge some or all of any trades or bets that you do and as such your trades or bets can have a material effect on the actual market price.
- e. You understand that any trades or bets that you place will be subject to judicial regulation and in particular dealing in equities will be covered by the Criminal Justice Act.

## 35) Money Laundering

We fully support the FCA, the Police and all International 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 Interest

- a. GKFX is legally required to take all steps that it reasonably can to identify any conflicts of interests that may occur between itself, its employees, its clients and any associated third parties or affiliates.
- b. If GKFX 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. GKFX, 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. Our compliance department will review our procedures to prevent conflicts of interest on a regular basis.
- h. Staff at GKFX 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 and fully complies with the Bribery Act 2010.

Please see our Conflicts of Interest policy which is available on request.

## 37) TCF (Treating Customers Fairly)

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 under the 'Treating Customers Fairly' policy laid down by the FCA.



- 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 or betting 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. GKFX Financial Services will at all times comply with the Data Protection Act 1998.
- b. 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.
- c. 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 (if you are, or your firm is, FCA regulated), and introducing brokers that we may have a business agreement with.
- d. 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.
- e. We may provide personal details to other spread betting or margin trading firms who are seeking a reference, however this would not include details of any open positions.
- f. 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, the Electoral Register, or fraud prevention agencies.
- g. We may use the information we have to help us provide a better service or new products to you and our other clients.
- h. All staff at GKFX are fully trained in the confidentiality of handling personal information.
- i. 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.
- j. 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.
- k. 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.



- I. You have the right under Data Protection Act of 1998 to request a copy of the information that we hold about you so that you may advise us of any inaccuracies. To do so you must write to us requesting this information and providing verification of your identity.

We may make a small charge to cover our costs and will advise you of this before we send you a copy of the information. This whole process can take up to 40 days, pursuant to the Data Protection Act.

### 39) Closure of Accounts

GKFX 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. GKFX has reasonable grounds to believe that you are involved in some form of market abuse.
- d. You owe us money.
- e. The trading activity on your account is not suited to GKFX.
- f. If GKFX discovers that your account trading or betting activity breaches any compliance or regulatory rules in the UK or overseas.

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 normally be able to close any positions that remain open in the normal manner for a specified period of time. After that GKFX will close any open positions at the prevailing price at that time.

### 40) Complaints Procedures

- a. GKFX Financial Services Ltd is authorised and regulated in the United Kingdom by the Financial Conduct Authority (FCA). GKFX is required to establish complaint-handling procedures for handling expressions of dissatisfaction received from eligible complaints about GKFX services.
- b. GKFX 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. The Compliance Officer (or independent director) will record any customer complaints or expressions of dissatisfaction in the firm's Complaints Register.
- c. 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.
- d. In the first instance, you should try to resolve your dissatisfaction or grievance with your normal GKFX contact or email [helpdesk@gkfx.com](mailto:helpdesk@gkfx.com).
- e. 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 GKFX Compliance Officer.

[compliance@gkfx.com](mailto:compliance@gkfx.com)

Compliance Officer

GKFX Financial Services Ltd.

Bevis Marks House 24 Marks London EC3A 7JB



- f. GKFX will send a written acknowledgement of your complaint to you within five business days of receipt. This letter will contain the name or job title of the individual(s) handling the complaint, together with a copy of GKFX own internal complaint handling procedure.
- g. Within four weeks of receiving a complaint, GKFX will send you either: nbsp;  
a final response letter; or  
a written response, explaining why it is not currently possible to resolve the complaint and indicating to you when the firm will make further contact. (This should be within eight weeks of your complaint).
- h. If the complaint remains unresolved longer than eight weeks from receipt of your complaint, GKFX will either send you:  
a final response; or  
a written explanation why the firm is still unable to make a final response to you. It shall provide you with reasons for the delay and an indication when it expects to be able to provide you with a final response.
- i. For Spread Betting and CFD complaints, if you have been categorised as a Retail Client and are dissatisfied with GKFX's final response (or if GKFX fails to resolve your complaint within 8 weeks of it being made) you may have the right to refer it to the Financial Ombudsman Service, but you must do so within six months. Unless you have already received a copy of the Financial Ombudsman Service's leaflet, it will be supplied to you at the same time as GKFX final response.

Please note that the Financial Ombudsman Service is not available to Professional Clients or Eligible Counterparties.

- j. The Financial Ombudsman Service can be contacted at:  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone : 0845 080 1800  
E-mail : [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website : [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 41) Responsible Trading

At GKFX 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 or spread betting.

If you do feel that you need help in this area then the following web sites may be useful to you. They are confidential and contain information, email addresses and help lines.

[www.gamcare.org.uk](http://www.gamcare.org.uk)

[www.gamblersanonymous.org.uk](http://www.gamblersanonymous.org.uk)

[www.gambleaware.co.uk](http://www.gambleaware.co.uk)

[www.gamblingtherapy.org](http://www.gamblingtherapy.org)



## SELF-EXCLUSION POLICY

GKFX does have a self-exclusion policy where, upon receiving a request from a client, we will close any open positions and suspend trading on the account for a minimum of 6 months up to 5 years. During that time we will endeavour not to allow you to open any other accounts, although we will not be held liable if you do and subsequently lose money. Please email [compliance@gkfx.com](mailto:compliance@gkfx.com) if you wish GKFX to instigate this policy.

## 42) Appendix

### Examples of stake size: Equities

To trade in the equity BP 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.

As a Spread Bet you would enter the amount (in your chosen base currency) that you wish to bet per penny move in the price.

So for example you might want to bet the equivalent of 1000 shares at £5.00 giving you a position equivalent to £5,000 worth of shares. This is equivalent to £10 per penny move (5000/500pence).

As this is a Spread Bet, which is margin traded, you would 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 Euro 0.2mio which is Euro 2,000 to do the trade.

As a Spread Bet you would enter the amount (in your chosen base currency) that you wish to bet per tick move in the price (a move from 1.3552 to 1.3553 is 1 tick).

So for example you might want to bet the equivalent of 0.2mio Euro/Usd at 1.3552. This is equivalent to £ 13 a tick (200,000 x 0.0001 = \$20 a tick).

As this is a Spread Bet, which is margin traded, you would only need to put up a minimum of 1% of the Euro 0.2mio which is Euro 2,000 to do the trade.

### Examples of stake size: Indices

*To trade in the UK100 which is trading at 6450 / 6452*



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 6452. This would give you a position equivalent to £32,260 worth of the index (5 x 6452)

As this is a **CFD**, which is margin traded, you would only need to put up a minimum of 5% of the £32,260 which is £1,613 to do the trade.

As a **Spread Bet** you would enter the amount (in your chosen base currency) that you wish to bet per tick move in the price (a move from 6452 to 6453 is 1 tick).

So for example you might want to bet £5 a tick that the UK100 will rise higher than 6452. This is equivalent to the CFD trade above as  $£5 \times 6452 = £32,260$  worth of the index.

As this is a Spread Bet, which is margin traded, you would only need to put up a minimum of 5% of the £32,260 which is £1,613 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.

For a Spread Bet, as these are rolling bets, if you have a position of long £10 a penny 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  $(£10 \times 500 \text{ pence}) \times (2.55\%/365) = £0.35$  a day.

### Examples of Financing: Foreign Exchange

As an FX trade if you have a position of long 200,000 (2 lots) of Euro/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 tics 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.

As a **Spread Bet** if you had a position of £13 a tick in Euro/Usd then you would 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 ticks a day.



So in this example you would receive £0.26 a pay (which is \$0.40 when this example was done).

This is calculated by  $£13 \times 0.000002 = 26p$ .

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 6452, 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  $(5 \times 6452) \times (2.55\%/365) = £2.25$  a day in financing

As a **Spread Bet** if you had a position of long £5 a point of the UK100 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 6452, 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  $(5 \times 6452) \times (2.55\%/365) = £2.25$  a day in financing

### Examples of Margin Requirement:

#### Foreign Exchange

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 ( $\$200,000 \times 1\%$ )

#### 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 ( $5000 \times £5.00 \times 5\%$ )

#### Spread Bet

If you wanted to Buy £5 a point of the Rolling UK100 at 6500

Assuming a margin of 5% you would need £1,625 ( $£5 \times 6500 \times 5\%$ )

### Bribery Act 2010

GKFX fully complies with the UK Bribery Act 2010 and insists that all business partners, associates and clients do so as well.

The client shall:

- 1 Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including but not limited to the Bribery Act 2010.



- 2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1,2,4 and/or 7 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 3 Comply with any and all ethics of the Bribery Act 2010.
- 4 Promptly report to GKFX Compliance Department any request or demand for any undue financial or other advance of any kind received by the client from any parties in connection with the performance of this agreement.
- 5 Immediately notify GKFX Compliance Department in writing, either by post or email ([compliance@gkfx.com](mailto:compliance@gkfx.com)) if a foreign public official becomes an officer or employee of the client (where the client is a Corporate entity) or acquires a direct or indirect interest in the client, and the client warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement.

## 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.

### Policy

GKFX provides fixed and variable spread accounts and liquidity to its customers, where possible. It does this to help them trade in volatile global financial markets by giving them greater stability of pricing. It does not do this so that people can abuse this to their own ends. We will therefore invoke our Manifest Error rule for anyone we deem to have been dealing on latent prices and abusing the fixed spreads that we provide. This may result in some or all of those trades being cancelled or amended.

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.

GKFX reserves the right at any point to change a clients underlying liquidity feed to another, at its sole discretion, in order to protect itself against abuse of all kinds.

## Expert Advisors (EA's) and Indicators Disclaimer

It is accepted by the end user (the client of GKFX) that they take sole responsibility for any third party applications that they may install either directly or indirectly on their Meta Trader platform, and also the use of any software provided on MT4 when downloaded.

These may include robotic trading tools, known as Expert Advisors, which can be set up to automatically trade on a client's account or indicators which allegedly show beneficial times to trade.

It is the clients sole responsibility to do due diligence on the respective software and then decide if they are willing to take the risk of installing and using it on their account(s) with GKFX.



GKFX is not responsible in any capacity for decisions, trades or signals generated by the use of EA's or indicators or the client's use of them or with for the resulting profits or losses generated by them.

Some EA's may generate a high number of trades and at times leverage a client to their maximum possible exposure to a market given their available funds. It is the client's sole responsibility to monitor these trades and/or orders and the profit and loss generated by them, as it is at all times on their account.

GKFX at all times reserves the rights to disable the use of EA's from a clients account.

## Money Manager Disclaimer

It is accepted by the end user (the client of GKFX) that they take sole responsibility for any other person or persons who trade for them directly or indirectly on their account with GKFX. The client accepts that if they enter into a commercial relationship with a third party money manager and authorize GKFX to pay rebates or commissions to them that they are solely responsible for this and GKFX accepts no liability or responsibility as to the accuracy of such payments to the third parties.

The client accepts that GKFX are not in any way liable or responsible for the actions and profitability of anyone that the client has authorised or requested to trade on their account.

## Trade Copier Disclaimer

The client acknowledges that by using trade copier software of any description, for example an EA, Money Manager or social trading software, that they may experience worse fills than by not using it. This may not only be from dealing on a wider spread, which they would have agreed to by signing a Limited Power of Attorney, but also due to slippage and liquidity issues caused by dealing en masse and collectively dealing in a size larger than the GKFX maximum or that can reasonably be expected to be executed at a given price.

E&OE

