



## **LD TRADING - TERMS OF BUSINESS**

Before trading with LD TRADING ("The Company"), you should carefully consider whether margin trading products are suitable for you. We recommend obtaining independent financial and tax advice regarding our Disclosure Documents, Client Information Guide, Client Agreement, and Client Acknowledgement before opening an account. The Company provides execution and clearing services for exchange-traded and over-the-counter derivative and non-derivative foreign exchange products, operating across global markets such as currencies, energy, metals, and commodities in major financial centers including New York, London, Hong Kong, Singapore, and Dubai. Trading derivatives involves significant risk and may not be suitable for all investors. You can lose more than your initial deposit due to leverage. If you are uncomfortable with this level of risk, you should not trade derivative contracts.

### **1. Initial Disclosure**

Offences Neither the Company nor any of its Directors have been:

- (a) A Director or Principal Officer of a body corporate at the time the body corporate committed such an offence;
- (b) Adjudged bankrupt;
- (c) Prohibited by an Act or by a court from taking part in the management of a company or a business;
- (d) The subject of an adverse finding by a court in any preceding that has been taken against the broker in a professional capacity; or
- (e) Expelled from, or prohibited from being a member of a professional body

### **Procedures for Dealing with Money & Property**

Records will be kept pertaining to the activity of the account and are available to the client via the internet. Records are also kept in respect to contracts entered into by the Client with the Company and include online order placement logs, phone tapes and chat logs. All of these records are available on request by the client. Nominal administrative charges may apply as permissible by law.

### **2. Risk Disclosure**

Trading in Foreign Exchange carries substantial risk. You should carefully consider whether it is suitable for you given your financial circumstances and be aware of the following risks :



(a) You could sustain a total loss of the initial margin funds that you deposit with the Company to establish or

maintain a position in Foreign Exchange and/or Futures Contract;

(b) If the market price moves against your position, you may be required, at short notice, to deposit with the Company additional margin funds in order to maintain your position. Those additional funds may be substantial. If you fail to provide those additional funds within the required time, your position may be liquidated at a loss and in that event you will be liable for any shortfall in your account resulting from that failure;

(c) Under certain conditions, it could become difficult or impossible for you to liquidate a position (this can, for example, happen when there is a significant change in prices over a short period);

(d) The placing of contingent orders (such as a "stop-loss" order) may not always limit your losses to the amounts that you may want. Conditions may make it impossible to execute such orders;

(e) A "spread" position is not necessarily less risky than simply "long" or "short" position;

(f) The high degree of leverage that is obtainable in trading Foreign Exchange and/or Futures Contracts, because of small margin requirements, can work against you as well as for you. The use of leverage can lead to large losses as well as large gains; and

(g) If you propose to trade in options, the maximum loss in buying an option is the amount of the premium, but the risks in selling an option are the same as in other Foreign Exchange and/or Futures Contracts.

h) Market risk and financial risk are the main risks for equities, futures, and other financial products. Market risk relates to general market movements, while financial risk relates to the company's condition and profitability. Smaller companies may have higher growth and higher failure rates than larger ones

(i) Fixed income securities are subject to credit risk and interest rate risk. Credit risk is the issuer's ability to make interest and principal payments, with lower-grade bonds carrying higher risk. Interest rate risk arises from price fluctuations due to changing rates. These risks mean lower-grade securities may underperform or lose value. This statement does not disclose all of the risks and other significant aspects involved in trading Foreign Exchange. You should therefore study trading in Foreign Exchange carefully before becoming involved in it.

### **3. Investment Advice**

The Company does not give personal investment advice. We recommend you obtain independent financial and tax advice concerning the Client Agreement, Disclosure Statement, Contract Information Guide and Client Acknowledgement Forms before you open an account with us.



#### **4. Electronic Trading Terms**

Trading on electronic systems involves risks that may vary between platforms. Risks include hardware or software failure, internet access issues, system delays, and security vulnerabilities. Orders may not be executed correctly or at all due to system failures or communication issues beyond The Company's control. The Company is not responsible for losses, costs, or damages arising from system failures, internet access, communications, or third-party service providers. Customers are responsible for safeguarding passwords and agree to indemnify The Company against any losses or claims arising from their use of the system. The service is provided "as is" without warranties of any kind, including merchantability, fitness for a particular purpose, security, or accuracy. The Company does not guarantee uninterrupted or error-free access or results. Liability for any losses, damages, or claims is limited to the amount of user fees paid. Use of the service is at your sole risk, and you assume full responsibility for any resulting loss.

##### **Stale Quotes and Misquotes Policy:**

The Company's quoted prices may on rare occasions become "stale" or "skewed". The Company reserves the right to cancel orders executed on idle or skewed prices. The Company will actively monitor/report and investigate such trading activity and in the event that trades are being cancelled will notify the client accordingly. The Company will pursue the fair treatment of its customers and will use its best endeavors to make sure cancellations are performed fairly and that the client is not disadvantaged by the cancellation i.e. no inadvertent positions are left open and the client's net position is in line with the client's positions at the time of correction.

##### **Scalping and EAs Policy:**

To ensure platform stability, Scalping (trades opened and closed within 120 seconds making up over 25% of total trades) and EA (Expert Advisor) strategies are allowed only on designated accounts. Clients must request and confirm use of Scalping/EA at account opening or before implementing such strategies. Orders executed on non-designated accounts or without prior confirmation may be reversed. The Company aims to ensure fair treatment, correcting positions without disadvantaging clients.

The Company reserves the right to monitor and act against abusive, manipulative, or fraudulent trading, including cancelling trades, restricting activity, or suspending accounts. The Company may hedge positions with liquidity providers and may adjust client transactions if a provider cancels, reverses, or modifies a transaction, without liability to the client.

##### **Preamble**

The Client wishes the Company to deal in Foreign Exchange and/or Futures Contracts in accordance with the terms of this agreement.

## **Agreement**

(a) The Client and the Company agree that the Client Agreement, Disclosure Statement, Contract Information Guide and Client Acknowledgement are the one agreement for the purposes of this agreement.

(b) The Client acknowledges that the Client Agreement, Disclosure Statement, Contract Information Guide and Client Acknowledgement are all fully understood and agreed to by the Company and the Client, and are collectively referred to herein as the Agreement, the fact of which is recognized by the execution of the attached Client Acknowledgment.

## **It is agreed**

### Definitions and interpretations

Unless otherwise stated in this Agreement, the definitions of terms that may be used herein are follows:

**Auditor** means the qualified auditor who has been appointed by the Company to conduct required auditing procedures.

**Authorised Signatory** means a person who has been authorised in writing by the Client to transact in the Client's account.

**Client** means the person(s) who have executed this document and have been granted a facility with the Company.

**Client Bank Account** has the meaning given to it in the Futures Industry (Client Funds)

**Client Funds** has the meaning given to it in the Futures Industry (Client Funds)

**Client Fund Regulations** means the Futures Industry (Client Funds)

**Contract for Difference (or "CFD")** means an agreement which allows you to make a profit or loss from fluctuations in the price of a CFD. The price of a CFD is based on the price of an underlying asset or index ("Underlying Asset or Index") e.g. a share or commodity on an exchange.

**Disclosure Document** means a written document that describes and contains the offer of, and relates specifically to, a particular class, or particular classes, of the specified futures contracts.

**Discretionary Account** means an account where the Client has authorized another person(s) to trade that account on the Client's behalf.



**End of Day** means the end of business day of the U.S trading session, which is 5:00 PM Eastern Time. U.S markets are open for trading From Sunday 5:00 PM till Friday 5:00 PM Eastern Time.

**Long Position** means where a person holds an excess of purchase over sales of the relevant commodity, currency or other investment instrument.

**Off-Exchange** means a market for trading Futures Contracts that are not executed through a Futures & Options Exchange.

**On-Exchange** means a market for trading Futures Contracts that are executed through a recognized Futures & Options Exchange.

**Short Position** means where a person holds excess of sales over purchase of a relevant commodity, currency or investment instrument.

**Specified Client Investment** has the same meaning as in the Futures Industry (Client Funds) Regulations 1990.

**Spot** means the price that is quoted for immediate (spot) settlement (payment and delivery). Spot settlement is normally one or two business days from trade date.

**Underlying Asset or Index** The underlying asset, property or index with reference to which the value of a CFD is determined

**Any term or expression** that is defined in the Act or applicable regulation, but not defined herein, has the same meaning as in the Act or applicable regulation.

## **1. Application of Rules**

The Client and the Company agree that the terms of their relationship in respect of Foreign Exchange and any dealings between them concerning these Contracts are subject to, and are bound by:

(a) This Client Agreement.

## **2. Client to Provide Information**

The Company does not enter into specified futures contracts with any person or entity who has not entered into a written agreement with the Company, and acts in accordance with the terms of that agreement. Therefore, in order to ensure to effectuate such agreement, the Client must take all reasonable steps to deliver

information or documentation to the Company, or cause information or documentation to be delivered to the Company concerning Foreign Exchange which are requested by a person having

a right to request such information or documentation. The Company is authorised to produce the information or documentation to the person making the request.

### **3. Risk and Financial Objectives**

3.1 The Client acknowledges that they have read and understood:

- (a) The attached Client Acknowledgement and Disclosure Statement; and
- (b) The document given to them which explains the nature of Foreign Exchange; and
- (c) Details of the contract specifications of Foreign Exchange in which the Company will deal on behalf of the Client.

3.2 The Client acknowledges that trading in Foreign Exchange incurs a risk of loss as well as a potential for profit, and may create an obligation to give or take delivery, or make cash adjustment, in accordance with the terms of a Contract.

3.3 The Client acknowledges that it has given careful consideration to its objectives, financial situation and needs and has formed the opinion that dealing in Foreign Exchange is suitable for the Client's purposes.

3.4 The Company allocation Policy provides that orders will be executed in the sequence in which they are received; except that client orders will be filled before house trades are filled.

### **4. Nature of the Company's obligations and rights of the Client**

4.1 The Company may deal in Foreign Exchange as principal on its own account and the Company's directors, partners or employees may deal in Foreign Exchange on their own account.

4.2 Upon placing a Order with an Executing Dealer (which may or may not be the Company), the Client acknowledges that the Executing Dealer incurs obligations as principal, even though the Foreign Exchange may have been entered into on the Client's instructions.

4.3 The Company is not required to act in accordance with the Client's instructions, where to do so would constitute a breach of:

- (a) This Client Agreement.

### **5. The Company taking opposite position**

The Client acknowledges that the Company may, in certain circumstances, take the opposite position in a Foreign Exchange, either acting for another client or on its own account.

### **6. Rollover**



At End of Day all customer open spot positions are closed out or rolled over to the next day.

## **7. Liability for margin calls**

7.1 Liability to pay an initial margin accrues at the time the Foreign Exchange is executed regardless of when a call is made. Initial margin is the minimum amount of money required to be deposited into your account.

7.2 Liability to pay a variation margin accrues at the time the margin comes into existence, regardless of when a call is made. Variation Margin is additional amount of deposit a Client needs to make to his/her/its trading account in order to maintain sufficient money for loss deduction after certain losses have taken place.

## **8. Default**

### **8.1 If**

- (a) If the Client fails to pay or secure amounts owed, or fails to fulfill obligations from Foreign Exchange and/or Futures Contracts;
- (b) If a guarantee or security provided by the Client is withdrawn or becomes ineffective;
- (c) Any other event agreed in the Client Agreement allowing the Company to act; or
- d) The Client fails to pay or provide security;

then the Company may, at its sole discretion, close Contracts, liquidate, sell, or otherwise deal with Approved Securities, Collateral, or other cover, in part or in full. The Company is not responsible or liable to the Client for these actions.

8.2 The Company may also, without prior notice, take or refrain from any action it deems reasonable regarding the Client's Foreign Exchange positions, including closing out open positions.

8.3 The Client must treat such actions as if instructed by the Client and is liable for any deficiency while entitled to any resulting surplus.

## **9. Commissions and fees**

9.1 The Client must pay to the Company commissions, fees, taxes and charges in connection with dealing in

Foreign Exchange for the Client at the rates determined by the Company from time to time and notified to the Client in writing from time to time.

## **10. Tape recording of conversations**



The Client acknowledges that the Company may record telephone conversations between the Client and the Company. If there is a dispute or anticipated dispute between the Client and the Company, the Client has the right to listen to any recording of those conversations.

#### **11. Electronic Trading**

The Client acknowledges that if granted access to an electronic order routing system:

- (a) They have the necessary skills, facilities, and procedures to operate it;
- (b) They understand the risks and obligations of trading through such a system;
- (c) They are bound by instructions transmitted through the system;
- (d) The system may be insecure, prone to errors, delays, or interruptions;
- (e) Intellectual property rights apply to the system and Market Information;
- (f) Market Information is confidential and cannot be redistributed without the Company's agreement;
- (g) Market Information may be inaccurate or outdated, and reliance is at the Client's risk;
- (h) Passwords must be kept confidential and security procedures followed;
- (i) Trading may be subject to limitations imposed by the Company;
- (j) The Company may restrict or terminate access at any time without notice;
- (k) The Client must comply with additional terms required by regulatory authorities, Clearing Houses, or the Company, and will not hold the Company liable for system, telecommunications, power failures, or related issues.

#### **12. Exchange Rate Risk**

The Client agrees that in the case of the Client's defaults under the terms of this Agreement, the Company may elect to convert any amount owed by the Client (including any interest) into USD currency either at the date of the Client's default or on the date on which the Client pays the amount owed to the Company in full.

#### **13. Right to refuse to deal**

The Client acknowledges that the Company may at any time refuse to enter into a Foreign Exchange for the Client, or may limit the Foreign Exchange it enters into for the Client. The Company will notify the Client of any refusal or limitation as soon as practicable.

#### **14. Termination of Client Agreement**

Either the Client or the Company may terminate this Client Agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party.

#### **15. Effect of termination**





Termination does not affect the existing rights and obligations of the Client or the Company at termination. Upon termination of this Client Agreement, the Company will close out all Foreign Exchange, abandon or exercise any Foreign Exchange Options Contracts not yet exercised, entered into by the Company for the Client, unless, in accordance with a direction from the Client, those contracts are transferred to another Futures Dealer.

#### **16. Segregation of client funds and property**

16.1 The Company and the Client agree that all money and property deposited with the Company or received by the Company on behalf of the Client will be segregated by the Company in accordance with the Client Funds.

16.2 The Client acknowledges that its monies and the monies of other clients of the Company will be combined and deposited by the Company in a Client Bank Account. The Client acknowledges that all monies credited to the Client Bank Account maintained by the Company may be used by the Company to meet the default of any client of the Company.

#### **17. Nature of Company's obligations and rights of Client**

Notwithstanding that the Company may act in accordance with the instructions of, or for the benefit of, the Client, the Client acknowledges that any Foreign Exchange arising from any order submitted by the Company, is entered into by the Company as principal. As such, the Company will incur a personal obligation when dealing in Foreign Exchange as a result of instructions received from a Client.

#### **18. Discretionary Accounts**

The Client acknowledges that neither the Company nor its staff trade on a discretionary basis. If a staff member of the Company approaches the client to trade on a discretionary basis the client is to reject such an offer and immediately notify the Company of this approach.

#### **19. Entire Agreement**

The Client agrees that the Client Agreement, Contract Information Guide, Disclosure Statement and Client Acknowledgement constitutes the entire agreement between the Company and the Client and supersedes any prior agreement relating to the subject matter of this agreement or any prior declaration or statement both parties may have made. This agreement will become effective on the date that it is received and accepted by both parties.

#### **20. Client's Suitability to Trade**

The Client has given consideration to its own objectives, financial situation and needs, and has formed the opinion that dealing in Contracts is suitable for the Client's purposes.

## **21. Governing Law**

The provisions of this Agreement shall be governed by Vanuatu law.

## **22. Inactive Account Fee**

A monthly fee for any accounts which have had no "activity" for 13 (thirteen) consecutive months will be charged. By activity, it is referred to new trades placed or rollovers on existing open positions. The monthly inactive account fee is USD 15.00 (fifteen) per calendar month. This means that the first possible account maintenance fee (for inactive accounts) would be debited from your account 13 (thirteen) months from the last activity as defined above. This fee will not be applied to accounts that are in debit, only the amount which would zero out the balance on the account would be charged. If your account is dormant and has not been traded for one calendar year, this fee will be applied to your account.

## **23. Electronic Agreement Acceptance**

For the purposes of this Agreement, upon signing this form, you hereby agree that you are fully and legally bound by the terms of this Agreement. Moreover, by signing this form, you also confirm that the information that you have provided is both true and accurate and that you have:

23.1 The power and authority to enter into this Electronic Agreement; and

23.2 You have read, understood and agree to the terms and conditions set out in this Electronic Agreement; and

23.3 You agree irrevocably and unconditionally, despite any contestation, from your side or any third party whatsoever, that you are bound fully by the terms of this by this Electronic Agreement, Disclosure Statement, Contract Information Guide and Electronic Trading Terms.

### **CONTRACT INFORMATION GUIDE**

#### **Important information**

Trading in Contracts involve a high degree of risk. The Company requires Clients to read the Client Agreement, Investments Advisors Disclosure, Risk Disclosure Statement and the Client Acknowledgement carefully. Clients are urged to ask questions, seek advice and fully satisfy themselves before committing themselves to any financial transaction with or through the Company.

#### **How do contracts work?**

#### **Currencies**



Spot in Australian Dollar, British Pound, Canadian Dollar, Euro, Hong Kong dollar, Japanese Yen, Korean Won, New Zealand Dollar, Swiss Franc, and United States Dollar etc.

### **Margined Foreign Exchange Contracts**

These are leveraged contracts for an agreed amount of foreign exchange at a set rate. The underlying foreign exchange is not deliverable. Contracts are marked-to-market daily, and profits or losses are credited or debited to the client's account. Contracts are continually rolled daily at the current market rate until the client closes the position by taking an opposite trade of the same amount and currency.

### **Contract for Differences**

A CFD allows profit or loss from price changes of an underlying asset or index (e.g., shares or commodities) without owning it. Profit or loss is based on:

- The difference between opening and closing CFD prices
  - Adjustments, commissions, rollover fees, and financing
  - Other charges or benefits
- Account balances may also be affected by fees, exchange charges, or interest on debit balances.

### **Forward Contracts**

A forward contract is a commitment to transact in the future. It may be a primary instrument but is not necessarily a "security" under the Futures and Options Dealer definition.

### **Options**

An option gives the right, but not the obligation, to buy (call) or sell (put) an asset at a specified price within a limited time. Options are derivative instruments and may be exercised during their life or at expiry, depending on type.

### **Spot Cash Contracts**

These are agreements between the buyer and seller for immediate shipment or conveyance of title of a specific quantity and quality of commodity at a specific location and at an agreed price. Should there be no delivery component, it could be quoted as a contract for differences or quite simply a spot cash contract can be reversed (squared) before delivery i.e. before 5 working days before the delivery or expiry date.

### **Investment Products & Services**



The service I/we require is Execution / Clearing and Custody in respect of all products and investments indicated on the terms set out in this form and the Client Agreement.

My/our trading activity will cover the following areas (Strike out contracts not applicable)

- Foreign Exchange
- Options
- Contracts for Difference

#### **CLIENT ACKNOWLEDGEMENT**

The Client acknowledges that:

1. The Client appoints the Company as their agent for dealing in Foreign Exchange in accordance with this Client Acknowledgement, Disclosure Statement, and Client Agreement.
2. The Client acknowledges and accepts the Client Agreement, Risk Disclosure Statement, Contract Information Guide, and Client Acknowledgement as a single agreement.
3. The Client confirms they are the beneficial owner of all funds lodged with the Company. If funds are not wholly owned by the Client, prior written approval from the Company must be obtained.
4. The Client confirms they have no pending litigation, disputed accounts, or unresolved matters. If such matters exist, the Client must disclose them. Matters whatsoever then the Client must advise the Company in writing of such matters and the Company must consider such matters prior to approving the opening of the account.
5. The Client acknowledges that all information provided in this agreement including all information pertaining to the Client in the Client Information section of this agreement is true and accurate. Further, the Client will immediately notify the Company in writing if any representations materially change or cease to be true and accurate.
6. The Client confirms that the Client has read and understood this Client Agreement, Disclosure Statement, Contract Information Guide and Client Acknowledgement and that the trading terms and services used in it have been explained to the client by the giver of this statement. The Client agrees to be legally bound with all the terms of the documents referred to above.