

# Terms and Conditions

## Fair Trading Technology Inc. Transparent Forex Trading

This Service Application serves to fulfil the FTT customer's, requirement of wanting to use an Application from FTT that connects the Customer's trading account, hereinafter called (the "Trading Account") to the ECN Broker live account, using FTT's technical trading platform called the T3 Bridge, hereinafter called (the "T3 Bridge"). The relation between the FTT Customer's Trading Account and the ECN Broker live account will be 1:1. Fair Trading Technology Inc being a technical service provider possesses the right of distributing the T3 Bridge to the FTT Customer.

### 1. DEFINITIONS

In these Terms and Conditions the following word and expressions have the following meaning:

**FTT:** Fair Trading Technology Inc. The company that provides the technical Trading Platform (software solution) called T3 Bridge. This Service Application allows FTT to connect the FTT Customer's Trading Account to the ECN Broker live account. The relation is 1:1.

**Trading Platform:** Computer, mobile and other software solutions that is used to stream live market prices, charts and/or news and place orders for financial products over a network with the ECN Broker.

**T3 Bridge:** Transparent Trading Technology Bridge: The technical Trading Platform between the Trading Account and the ECN Broker.

**Bridge Account login:** The FTT Customer can login to the T3 Bridge to view both sides simultaneously, the Trading Account and the ECN Broker account/s side by side.

**Trading Account:** The trading account where the Customer has the money. This can be e.g Metatrader 4 account that can be provided by FTT, which can be one or many connected over the T3 Bridge to the ECN Broker's live account.

**ECN Broker:** The licensed Broker, Dukascopy Europe IBS AS, that handles the FTT Customers money. <http://www.dukascopy.com/europe/english/home/>

**FTT Customer:** A person or entity that wants to use FTT's technical Trading Platform with the T3 Bridge.

**Transaction:** A trade that a FTT Customer makes in the ECN Broker's system in a live account from/with the T3 Bridge. With the T3 Bridge, FTT provides connections the FTT Customer's Trading Account and the ECN Broker's live account/s.

**Fees:** The technology based fee that FTT charges. Applicable fees, click here.

**Market:** The SWFX Forex market and the currency pairs offered there.

**Trading Power of Attorney/Service Fee Authorization:** The Power of Attorney the FTT Customer has to sign during the application process to open a live account with the ECN Broker.

Limited Power of Attorney: The Limited Power of Attorney the FTT Customer will extend to FTT for support and surveillance in accordance with this Service Application.

## **2. DESCRIPTION AND GENERAL INFORMATION**

### **2.1 Short Introduction to the FTT software, called the T3 Bridge**

Fair Trading Technology Inc (hereinafter called FTT) provides a transparent and fair trading environment which Trading Accounts to the ECN Broker over the T3 (Transparent Trade Technology) Bridge.

FTT is a technical Trading Platform provider and not a Bank. In order to use FTT's T3 Bridge solution it is required of our FTT Customers to open an ECN Broker's live account, which is a separate process.

FTT don't change the market spreads or prices, it is straight through price & order processing between the Trading Account and the ECN Broker's over the T3 Bridge. FTT charges a volume based fee on live accounts, and provide full transparency in all components.

A consequence of full transparency is honesty; FTT have no conflict of interest between our FTT Customers trading and the result thereof. It gets more fair to trade in a environment where the FTT Customers have full control on every aspect. FTT does not set off or hedge any trades against our FTT Customers.

This system also builds consistency between us and our FTT Customers, in a friendly environment, we eliminate many of the today's "obstacle's and hurdles" on the trading market.

The Terms and Conditions for this Service Application, may be amended from time to time and the change will automatically be applicable to all FTT Customers of FTT.

FTT will deal with the FTT Customer on an execution only basis at all times. Please note that FTT shall not provide the FTT Customer with any advice on the merits of the FTT Customer entering into these Terms and Conditions or any Transaction. FTT shall not provide the FTT Customer with any tax advice on the same. The FTT Customer may wish to seek independent advice before entering into these Terms and Conditions and/or any Transaction.

### **2.2 General Information**

Fair Trading Technology Inc (FTT, we or us) IS A TECHNICAL TRADING PLATFORM PROVIDER and not a regulated Bank.

The FTT Customer is a FTT Customer using our software and the FTT Customer is required to also have a ECN Broker account in order to use our services which applies both for demo and live accounts.

When the FTT Customer is using FTT software (T3 Bridge) all orders will be processed straight-through to the ECN Broker.

All prices, current and historic will come from the ECN Broker over our T3 Bridge.

All spreads are the same as on the ECN Broker. The spreads varies throughout the day depending on interest, markets available and liquidity.

All FTT Customers will have full access to their Trading accounts, T3 Bridge accounts and the ECN Broker's accounts at all times.

All FTT Customers will extend a Limited Power of Attorney to FTT for support purposes "SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION"

The language used for communication is English and all documents are in English. In the case documents are translated this is for informational purposes only, the English version will prevail.

FTT provides services through software on the same availability as the ECN Broker for market opening and closure, as well as for non trading days and holidays.

All FTT Customers will have master account password control on their ECN Brokers account/s, Trading Account/s and T3 Bridge login account/s at all times.

### **3. ORDERS MARGIN, AND PRICE**

FTT is a service provider and the MT4 will match the ECN Broker settings. For further information please visit ECN Broker website that can be found in section 1 in these Terms and Conditions.

### **4. FEES AND RESPONSIBILITY FOR PAYMENT**

Applicable fees, please click here.

### **5. POWER OF ATTORNEYS**

All FTT Customers will extend a Limited Power of Attorney to FTT for: - support and surveillance and for technology fee purposes a "SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION" in accordance with the application process to open a live account with the ECN Broker.

The FTT Customer is required to sign this "SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION" so FTT can give support and management to the FTT Customer and to secure that FTT is paid for its services.

The condition for using FTT services and the T3 Bridge, is that the FTT Customer opens an live account with the ECN Broker and possesses Trading Account.

FTT's fees (for FTTs services in accordance with terms set out in these Terms and Conditions will be deducted by the ECN Broker from your account/s and the Trading Account/s will be updated accordingly.

### **6. CURRENCY**

For available currency pairs on the SWFX market, please visit the ECN Broker's website.

### **7. SUPPORT**

FTT will be first line support to all FTT Customers who utilize the Trading Account connections; support will be offered 24/5 or when the market is available and will be manned 1 hour before markets open and 1 hour after market closes. The support will be made by the appointed company Add More Value i Uddevalla AB.

More Value i Uddevalla AB, 556800-7693, Kungsgatan 18, 451 30, Uddevalla, Sweden

FTT will monitor all systems and services in our surveillance center 24/5 or when the market is available and will be manned 1 hour before markets open and 1 hour after market closes.

Support will be offered on regular phone lines, Live chat support and E-mail.

All support will be in English.

All support dialogues (phone, Chat, E-mails) will be recorded and stored for a maximum of 1 year.

FTT is making sure balances and fees are correctly noted on all orders / account/s and will create discrepancy reports when changes are made on erroneous balances or trades.

FTT makes the best of efforts to keep all systems running with no errors, however, the FTT Customer understands and accepts that for situations outside of FTT's control errors might occur. Information on our operational status and heartbeat information is found on FTT's website.

## **8. INDEMNIFICATION**

I, the FTT Customer, hereby indemnify and hold the company, and their officers, nominee directors, attorneys, attorneys-in-fact, traders, employees, suppliers, affiliates, bankers, custodians, asset managers, service providers and subcontractors harmless from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by the company, arising out of or in connection with its acceptance of the application and/or the performance of their duties regarding the account, including but not limited to, all legal cost and expenses of the company incurred defending themselves against any claim or liability in connection with its performance hereunder, provided that the company shall not be entitled to any indemnity for any losses damage, taxes, liabilities or expenses that directly result from its wilful misconduct or gross negligence.

I, the FTT Customer, hereby indemnify and hold the company, and their officers, nominee directors that are provided, attorneys, attorneys-in-fact, traders, employees, suppliers, bankers, custodians, asset managers, service providers, affiliates and subcontractors harmless due to any and all losses sustained by the company, including but not limited to those arising out of holding or spending precious metals, stocks or currencies, forex trading, investments made using such metals or currencies, purchase of products from other suppliers or failure of third party companies or financial institutions underwriting such assets, failure of third party companies or financial institutions to follow instructions or to follow instructions in a timely manner and or the theft or seizure of funds by financial institutions or governments under any excuse.

## **9. WARNINGS AND RISKS**

FTT is only a tech provider but, FOR INFORMATION PURPOSE, FTT wants to give the FTT Customers information about warnings and risks related to trading in the Forex Market.

It is essential that any and every party, person or entity acknowledges and confirms that they and understand and accept all and any risk involved in trading in general and risks in trading with the software consequently used.

All FTT Customers will by signing these Terms and Conditions acknowledge and confirm that they have fully understood all these risks, and that FTT never can be responsible for those risks – of any shape or form - in any way.

### 9.1 Regarding that Margined trading carries a high risk

I the FTT Customer fully understand and accept that I may sustain a total loss of initial margin funds and any additional funds deposits with the ECN Broker to maintain the FTT Customer's position, in addition to any liability detailed in §9 "Warnings and Risks".

I the FTT Customer fully understand and accept that I am responsible for debit balances directly resulting from trading activity except in the case of a force majeure as detailed in §15 in these Terms and Conditions.

If the market moves against the FTT Customer's position or margin levels are increased I, the FTT Customer, may be called upon to pay substantial additional funds on short notice to maintain your Position.

I the FTT Customer fully understand and accept that whether I, the FTT Customer, make a profit or loss will depend on the fluctuations in the underlying security or commodity outside FTT's control.

### 9.2 Regarding independent decision

I the FTT Customer understand and accept that I must make an independent decision as to whether or not to enter into margined transactions in the Trading Platform and/or the ECN Broker's SWFX market.

By doing this I am fully aware of:

The decision to place a margined transaction is The FTT Customer's alone. The FTT Customer and not FTT is responsible for the effect a margined transaction might have on any open position.

All orders sent through the Trading Platform into the ECN Broker are @market and the actual price or slippage is what the market offers.

FTT does not execute orders on the FTT Customer's behalf other than corrections between the Trading Platform and the ECN Brokers live accounts in accordance with the SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION.

### 9.3 Regarding Market / performance / exchange- and system service risk

I the FTT Customer fully understand and accept that:

the company does not guarantee the function of the T3 Bridge and the T3 Bridge shall be provided on "AS IS" and "WITH ALL IT'S FAULTS" basis over the Trading Platfrom. There can be errors, bugs, system failure and/or Internet failure on events out of control by the company. I, the FTT Customer understand that the buy or sell order made on the Trading Platfrom are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable or will be in any form the responsibility of the company. except as may otherwise be provided by law, the company will not be liable to the FTT Customer for:

Any loss that the account may suffer by reason of any investment decision made or other action taken or omitted in good faith by the company following the FTT Customers instructions or;

Any loss arising from the company adherence to the FTT Customers instructions or;

Any loss arising from the market in general or;

Any act or failure to act by the company, or any Bank or dealer or third party to which the company are dependent or in other way relies on.

#### 9.4 Operational Risk

Trading involves the use of advanced computer and network technology including the use and availability of the worldwide Internet for communication. The company makes its best effort to use and maintain the highest level of infrastructure to minimize any potential risk to the FTT Customer. However, the company cannot guarantee the safety or performance of computer technology, the Internet, banks, Banks and their computers, and/or the failure of computers, power and communications in general. These operational risks rest entirely with the FTT Customer, including losses sustained by the FTT Customer by failure of such technology infrastructure or the lack of timely execution of trades caused by such failures.

The FTT Customer hereby acknowledges having read the risk disclosure and agrees to indemnify and hold the company harmless against such events or risks even if the FTT Customer contacts and notifies the company of any such risks.

#### 9.5 Account limitations and additional documents

I, the FTT Customer, ask FTT to connect the above Trading Accounts to my the ECN Broker account specified above (UID). IF application process at ECN Broker is pending, I, the FTT Customer, understand that FTT will wait until such UID is available.

I, the FTT Customer fully understand

that it will be possible for the FTT Customer to place orders directly with the ECN Broker on any of their trading platforms such as Java, JForex, Web, Iphone etc and that this might create a mismatch of balances between the Trading Account balances and the ECN Broker Balances.

that a signed "SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION" needs to be signed by the FTT Customer in order to active the Trading Accounts.

that all fees will be managed by ECN Broker on behalf of FTT described in terms of the "SERVICE PROVIDER POWER OF ATTORNEY / SERVICE FEE AUTHORIZATION" and on the below Fee Schedule..

that I can change the passwords at the ECN Broker at any time, by doing so the connection to the Trading Accounts will stop functioning and that the T3 Bridge will not work.

For further information about risks with trading with the ECN Broker, please see their website

## **10. ENTIRE AGREEMENT**

These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit or addendum hereto, the terms of such exhibit, appendix or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other agreement shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

## **11. GOVERNING LAW**

The construction, performance and validity of these Terms and Conditions shall be governed by the substantive laws of United Kingdom excluding any conflict of law provision thereof.

London is the place of execution and represents the exclusive place of jurisdiction for all proceedings. However, FTT reserves the right to take legal action against the FTT Customer in the court of competent jurisdiction of its residence/domicile or any other competent court of law.

## **12. DISPUTES**

Disputes concerning the application and interpretation of these Terms and Conditions shall be settled by the general court in London.

## **13. MISCELLANEOUS**

Each party agree that each is fully responsible, legally qualified and legitimately authorized, to enter, negotiate, accept, agree, and fulfill the Agreement and its terms and conditions. Each signatory hereto represents and warrants that he/she is knowledgeable sophisticated and have either full corporate and/or individual authority to sign these Terms and Conditions.

No delay or omission by any of the Parties in exercising any right under these Terms and Conditions shall operate as a waiver of that or any other right. A waiver or consent given by the other party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

The captions of the sections of these Terms and Conditions are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of these Terms and Conditions.

In the event that any provision of these Terms and Conditions shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

## **14. AMENDMENTS**

Will be notified and the use of FTT's services is unacceptable the new version of these Terms and Conditions including any amendments.

## **15. FORCE MAJEURE**

Any failure to provide the services according to these Terms and Conditions and perform any of its contractual or legal obligations as a result of conditions beyond FTT's control such as (without limitation and qualification) war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of FTT's legal obligations and does not give the FTT Customer any right to claim any liability from FTT.

## **16. FTT CUSTOMER'S ACCEPTANCE AND CONFIRMATION**

By completing and electronically agree to these Terms and Conditions I, the FTT Customer, hereby confirm that I have read, understood and agree to be bound by Terms and Conditions.

By agreeing to these Terms and Conditions I also hereby state that I clearly have understood all and every risk, warnings and jeopardy that are attached to the operation I am about to enter into.