



# ACCOUNT OPENING DECLARATIONS



## I. Acknowledgements

By submitting this application to Midas Markets electronically, you declare that:

1. You have read and understood all the relevant documents associated with opening an account with Midas Markets, including but not limited to:
  - Complaint Handling Process
  - Contracts Specifications
  - Cookies Policy
  - Order Execution Policy
  - Prevention of Money Laundering & Terror Financing Manual
  - Privacy Policy
  - Risk Disclosure Policy
  - Terms and Conditions
  - Website Terms of Use
2. You acknowledge that the above-mentioned documents constitute a contract between you and Midas Markets, and this contract contains the terms of the agreement on which Midas Markets agrees to enter financial trading with you.
3. The information contained in this application is true and correct and you will notify Midas Markets immediately if this information changes or ceases to be correct.
4. You acknowledge that you are authorized to trade all Midas Markets products as outlined in the Legal Documents.
5. You agree that you have considered your objectives, financial situation, and the significant risks involved with dealing in Midas Markets' products, and you have decided that dealing in Midas Markets' products is suitable for your circumstances and purposes.
6. You understand and agree that Midas Markets may vary, update, or replace the above-mentioned documents at any time by posting a notice and/or supplementary or new documents on the Midas Markets website.
7. You acknowledge that you were provided with the opportunity to obtain independent legal and financial advice by Midas Markets before you opened your account, and you have obtained appropriate and sufficient advice, or have elected not to obtain advice, concerning opening an account and dealing with Midas Markets.
8. You acknowledge that your personal information will be handled in accordance with Midas Markets' Privacy Policy, and you consent to Midas Markets collecting, maintaining, using, and disclosing (if required by law) personal information about you and provided by you or by another person.
9. You acknowledge that Trading Midas Markets Financial Products is different from trading in other types of financial investments, and you do not have any rights in the underlying products.
10. You understand the concepts of margin and leverage apply to this trading account, which means you could lose your initial margin deposit and any subsequent margin deposits you make into your account if the market goes against you.
11. You understand that Midas Markets Financial Products are traded on an online trading platform, which means you are familiar with using an online trading platform, including how to close and open positions.
12. You acknowledge that it is your responsibility to monitor your Midas Markets Financial Product positions and maintenance margin level, and it is your prerogative to manage the risks of Midas Markets Financial Product trading using tools made available to you such as stop loss orders.



13. You understand that Midas Markets may use your passport, driver's license, or identity card number to verify your identity. Providing your passport, driver's license or identity card number will help us to conduct an electronic verification check, if applicable. We will not use your passport, driver's license, or identity card number for any other purpose.

## **II. Irregular/Illegal Trading Definitions and Practices**

1. Irregular/Illegal trading definitions and practices include but are not limited to:
  - i. A trader using one or more trading accounts to open hedged transactions by setting Limit prices to hedge positions around economic data releases.
  - ii. A trader using one or more trading accounts to place bilateral Stop Loss pending orders (Buy Stop Loss and Sell Stop Loss) around economic data releases.
  - iii. A trader two or more trading accounts to open or close positions against each other, and hedging transactions in the form of hedged or locked positions.
  - iv. Trading accounts that use the delay or leakage of trading platform data to create profits. Such trading accounts often open and closed positions in a short period of time and exhibits abnormal trading volume changes in a short period of time.
  - v. Using malicious software or plug-ins to affect the functionality of the trading platform.
2. The above does not represent the full definition of "Irregular/Illegal trading". We will amend and adjust the relevant rules from time to time.
3. If Midas Markets' Compliance Department suspects any irregular or illegal activity on any trading account, the transactions in question will be immediately determined as invalid or cancelled. In addition, the trading account's funds may be frozen, and there will be an investigation that may take up to 30 business days.
4. Midas Markets reserves the right to close some or all transactions, limit the number of open positions, close some or all open positions, and accept, modify, cancel, or reject orders. In the most cases, Midas Markets reserves the right to close positions without the client's consent. As a result, the client may not be able to predict or control when Midas Markets Financial Product orders will be liquidated.
5. If it is confirmed that irregular/illegal trading has occurred, Midas Markets has the right to terminate the trading account immediately and return the balance of the account back to the Client, excluding any profits arising from irregular/illegal transactions.
6. Midas Markets retains the right of the final interpretation of what constitutes irregular and/or illegal trading.

## **III. Notice to Clients Regarding Third Parties**

1. Midas Markets hereby declares that, unless state elsewhere in an official document released by the company, we have never authorised or delegated any enterprise, organisation or individual, or any affiliated company, organisation or individual of our company, to carry out any financial services in any form on our behalf. Please do not entrust any affiliated company, organisation or individual of our company or any employee of such affiliated company or organisation to carry out any financial services on our behalf. In case of any losses or damages resulting there from, Midas Markets, as well as our affiliated companies and organisation, will not be held liable such losses or damages.

## **IV. Spread Notice**

1. The Spread is the difference between the Bid price at which you can sell the trading instrument and the Ask price at which you can buy the trading instrument.
2. Market fluctuation occurs during the economic announcements. The Spread may also widen during market volatility since the market liquidity of certain instruments is changing rapidly. The price of certain currency and precious metals may gap up and gap down during market volatility. To mitigate losses during market volatility, most clearing banks or market makers will widen spreads.



## V. Gap Notice

1. When financial markets encounter unpredictable events, product prices may experience extreme fluctuations, which results in gaps in prices quotes. These gaps may also occur after market closure due to weekends and holidays. If an order is placed in these gaps, the order will be executed at the first price quoted after the gap.

## VI. Rollover Notice

1. What is Rollover?
  - i. Rollover is the interest paid or earned when your transaction is rolled. This means that open positions held at the end of the Trading Day will be rolled over and remain open until the end of the next Business Day (unless the position is closed).
  - ii. Each currency has an interest rate component associated with it, and because foreign exchange is traded in pairs, every trade involves not only two different currencies, but also two different interest rates.
  - iii. If the interest rate on the currency you bought is higher than the interest rate of the currency you sold, then you will earn Rollover Benefit (positive roll). If the interest rate on the currency you bought is lower than the interest rate on the currency you sold, then you will pay Rollover Charge (negative roll). Rollover Charges or Rollover Benefits can add a significant extra cost or profit to your trade. The Rollover Rates are available via the Trading Platform as 'swap'. The Trading Platform will calculate rollover, and this will reflect in the swap column of any report generated.
2. Rollover Example
  - i. When you buy the EUR/USD currency pair, you are buying the Euro against the US Dollar. If the Euro interest rate is 4.00%, and the US interest rate is 2.25%, you are buying the currency with the higher interest rate, and you will earn Rollover Benefit - about 1.75% on an annual basis. If you sell the EUR/USD pair, you are selling the currency with the lower interest rate, and you will pay a Rollover Charge - about 1.75% on an annual basis, since you are paying the Euro interest rate and earning the US interest rate. (\*Please note, interest rates used are for explanatory purposes only, and may not reflect current interest rates.)
3. When is the Rollover Charge or Rollover Benefit Booked to Your Account?
  - i. 22:00 GMT US Standard Time is considered the beginning and end of the Trading Day in Forex Contracts. Any positions that are open at 22:00 GMT are considered to be held overnight and are subject to being rolled. A position opened at 22:00 GMT is not rolled until the next day, while a position opened at 19:59 GMT is subject to being rolled at 22:00 GMT.
  - ii. A credit (in the case of Rollover Benefit) or debit (in the case of Rollover Charge) for each position open at 22:00 GMT is applied directly to your Account's balance.
4. Weekends and Holidays
  - i. Most banks across the globe are closed on Saturdays and Sundays, so positions are not rolled on these days, but most banks still apply interest for those two days. To account for that, Midas Markets books 3 days of Rollover Charge or Rollover Benefit on Wednesdays, which makes a typical Wednesday rollover three times the amount on say, Tuesday. Positions are not rolled on holidays, but an extra day's worth of Rollover Charge or Rollover Benefit is incurred 2 Trading Days before the holiday. Typically, this happens if any of the currencies traded have a major holiday. Therefore, Christmas Day in the USA, 25 December, closes American banks, and an extra day of rollover is added at 22:00 GMT on 22 December for all US dollar currency pairs.



## 5. How to Check a Swap Rate on the Trading Platform

- i. Right-click on the Market Watch panel in the Trading Platform.
- ii. Click “Symbols”, then expand the product group(s) to find the product you want to look up.
- iii. Select a product, then click on “Properties”.
- iv. Scroll down to the “Swap long and “Swap short” for the current swap rates.
- v. Please note the Trading Platform does not display the rollover amount prior to you placing your trade. The rollover amount is calculated and displayed once you have placed your trade. The rollover amount on your report is described as ‘swap.’

## VII. Indemnity Agreement

1. I, the Client, do hereby declare I will fully indemnify Midas Markets against all actions, proceedings, claims, damages, losses, taxes, expenses, costs, and liabilities which may be incurred by Midas Markets as a result of the Client’s breach of the Legal Documents. Midas Markets will not be liable for any actions, proceedings, claims, damages, loss, expense, cost or liability suffered and incurred by the Client as a result of the products and services offered by Midas Markets unless such loss is suffered as a result of Midas Markets’s gross negligence or willful default.
2. To the extent permitted by law, the Client will indemnify, protect and hold Midas Markets harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person obtaining access to the Client’s account by using the Client’s designated account number and/or password, whether or not the Client authorised such access.
3. Midas Markets will have no liability to the Client in relation to any loss or damage or expenses that the Client may or may have suffered as a result of any delay or defect in or failure of the whole or any part of our Trading Platform’s software or any systems or network links or any other means of communication. Midas Markets will have no liability to the Client, whether in contract or in tort (including negligence) or any other cause(s) of action whatsoever in the event that any computer viruses, worms, malware, spyware or similar items are introduced into the Client’s computer hardware or software via our trading or any attacks from computer hackers or any third party, provided that Midas Markets have taken reasonable steps to prevent any such introduction.

## VIII. Understanding Risk

1. Trading Midas Markets Financial Products is highly risky due to the speculative and volatile markets in these products and the leverage (margin) involved. Trading these products may result in loss of funds greater than the Client deposited in the account. The Client has been duly informed that the Client must carefully consider the Client’s financial circumstances and risk tolerance before trading Midas Markets Financial Products, and you should not trade Midas Markets Financial Products unless the Client is an experienced investor with a high-risk tolerance and the capability to sustain losses if they occur.
2. Midas Markets is not obligated to provide quotes for any Midas Markets Financial Product at any time, and Midas Markets does not guarantee the continuous availability of quotations or trading for any Midas Markets Financial Products. Midas Markets may in its sole discretion cease quoting Midas Markets Financial Products and/or cease entering new Midas Markets Financial Product transactions at any time based on lack of market data, halts or suspensions or errors or illiquidity or volatility in the market for the underlying product, Midas Markets’s own risk or profit parameters, technical errors, communication problems, market or political or economic or governmental events, Acts of God or Nature, or for other reasons.
3. Midas Markets can cancel, adjust, or close out Midas Markets Financial Product transactions after confirmation to the Client to correct errors, including but not limited to Midas Markets Financial Product transactions executed at a time and price at or near which trades in the market for the underlying product were cancelled or adjusted by exchanges or market centers,



Midas Markets Financial Product transactions subject to technical errors in Midas Markets's Trading Platform, and Midas Markets Financial Product transactions not reasonably related to the correct market price for the underlying product or Midas Markets Financial Product.

#### 4. Midas Markets Financial Products Risk Warning

- i. The most important thing you should know when trading Midas Markets Financial Products is that it is a complex product which carries a high degree of risk. It may not be suitable for every investor. Because of this, it is up to you to decide whether you are comfortable trading Midas Markets Financial Products, and you should not trade Midas Markets Financial Products without understanding the risks involved. If you are in any doubt, it is important that you seek independent professional advice. Below are some of the risks of trading Midas Markets Financial Products with us. Our Legal Documents contains more detailed information about the risks, and you should make sure you read it before opening an account with us. Midas Markets Financial Products are issued by Midas Markets (referred to below as "Midas Markets", "we", "us" or "our").

#### 5. Leverage

- i. With Midas Markets Financial Products, you may choose to cover only a small percentage (or margin) of the total value of the underlying product to secure a position.

#### 6. Financial Advice

- i. Information we provide is general information only. Accordingly, before applying to trade with us, you must consider your objectives, financial situation, financial needs, and the significant risk of loss which accompanies the prospects of profit associated with trading in Midas Markets Financial Products. We recommend you read our Legal Documents carefully and obtain independent financial, taxation and other professional advice concerning the Legal Documents before you apply to open an Account with us. We cannot guarantee specific results from trading in Midas Markets Financial Products.

#### 7. You are not buying or trading the underlying product.

- i. A Midas Markets Financial Product is a contract between you and us that could result in either a benefit or a loss from either rising or falling prices. While the price of the Midas Markets Financial Product usually mimics the price of the underlying product, this is not always the case. You need to be aware that you are not buying the underlying product. We provide Midas Markets Financial Products on a range of underlying products including foreign exchange, precious metals, shares, indices, and commodities.

#### 8. Risk of Margin Call

- i. The Trading Platform will automatically begin to liquidate open orders when the client's Total Equity balance falls below 50% of the Initial Margin Requirement. The Trading Platform will liquidate individual positions until the remaining Client Total Equity is sufficient to support existing open position(s). In deciding what positions will be individually liquidated the largest losing position will be closed first during liquidation.
- ii. It is your responsibility to monitor your positions closely, and you will be able to monitor your account value through the Trading Platform. Closely monitoring your positions is particularly important because you might need to make immediate additional margin payments to avoid a close-out by the Trading Platform.
- iii. To prevent closure of your transactions, you should deposit enough Maintenance Margin in your account to cover any potential losses or costs from your transactions. It is important to note that even an amount that you previously deposited can very quickly



become insufficient due to rapidly changing market conditions.

#### 9. Counterparty Risk

- i. A Counterparty is the person or company on the other side of a financial transaction. When you take a Midas Markets Financial Product position, you are buying a contract issued by us, and as a result we are your counterparty in the transaction. There is a risk that, as the counterparty to the trade, we may fail to fulfill our obligations to you. This may be because we, or one of our own counterparties, fall into financial difficulties.

#### 10. Client Money Risk

- i. Client money is not used for the purpose of meeting obligations incurred by us when hedging with counterparties or to meet the trading obligations of other clients. Client money on deposit with Midas Markets is held in a bank account established, maintained, and operated in accordance with the British Virgin Island FSC Client Money Rules.

#### 11. Over-the-Counter (OTC) Derivatives

- i. When you enter any transaction with us through our Trading Platform, you will be entering into an off-exchange (sometimes known as an over-the-counter, or 'OTC') derivative, which is non-transferable. This means you will enter transactions directly with us, and that those transactions (or 'positions') can only be closed with us. This involves greater risk than investing in a financial instrument such as a share which is transferable, or dealing in an exchange-traded derivative, because your ability to open and close transactions is dependent on our Trading Platform being in a position to accept orders from you and to execute them. This also means that Midas Markets Financial Products are traded directly with us and not through an exchange. Therefore, you do not gain the benefits associated with trading through a licensed market (such as having a central clearing house guarantee our obligations to you).

#### 12. Market Volatility

- i. The ability of our Trading Platform to generate prices and execute orders is dependent on the availability of prices and liquidity in the exchanges, markets, and other venues from which we gather data. In addition, because we maintain our own financial stability by hedging with other counterparties, we may be unable to execute your orders where we cannot enter into a corresponding transaction to hedge our own risk (for example, due to the activities of an issuer of shares to which your transactions relate, which can sometimes restrict the market liquidity in those shares). Therefore, market circumstances may impact on your ability to place an order or close a transaction with us.
- ii. In contrast, if we enter a corresponding transaction, to hedge our risk, this may have an influence on the underlying market conditions and consequently also on the prices we quote on the Trading Platform and your account. Financial markets may fluctuate rapidly, and prices of our products are no exception. Any movements in our prices will have a direct effect on your account. One form of price volatility that can happen regularly is called "gapping". This occurs where there is a sudden shift in price from one level to another. This can be caused, for example, by unexpected economic events or market announcements, particularly where these occur outside trading hours. There may not always be an opportunity for you to place an order between the two price levels, or for the Trading Platform to execute an open order at a price between those two levels. Certain markets also have limited trading hours which can impose a significant risk to your ability to place orders and close transactions.



### 13. Technical Risk

- i. There is a risk that other circumstances may prevent us from executing orders or prevent you from accessing our Trading Platform. These include, for example, system errors and outages, maintenance periods, internet connectivity issues and failures of third parties on whom you or we are dependent (for example, internet service providers or electricity companies). We have business continuity measures in place to deal with some of these issues, but in some circumstances, you may not be able to access the Trading Platform. These technical risks and other circumstances can pose a significant risk to your ability to place orders and close transactions.

### 14. You understand that:

- i. Trading Midas Markets Financial Products is different from other types of financial investments, and you do not own, or have rights in, the underlying products;
- ii. The concepts of margin and leverage apply to this account, which means that when you trade Midas Markets Financial Products, you could lose your initial deposit or margin payment and you might have to deposit additional margin to maintain your positions;
- iii. The concepts of volatility and market liquidity apply to trading on this account, which means that market circumstances may impact on pricing and on our ability to generate prices or to execute orders;
- iv. Midas Markets Financial Products are traded on an online platform, which means you need to be familiar with using an online trading platform, including how to open and close a trading position; and
- v. It is your responsibility to monitor your Midas Markets Financial Product position and manage the risks of trading by using tools such as stop loss orders.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING ACCOUNT OPENING DECLARATIONS AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**

**IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ENGLISH ORIGINAL VERSION OF THE ABOVE CONTENT AND ANY FOREIGN LANGUAGE TRANSLATION, THE ENGLISH VERSION PREVAILS.**