

# HY Markets - Terms of Business

These Terms of Business together with the HY Markets Customer Agreement describes the terms and conditions applicable to the HY Markets account or accounts (collectively the "Account") opened at HY Markets in the name of the Customer and maintained in US Dollars in order for the Customer to enter into Transactions (as that term is defined in the HY Markets Customer Agreement).

## 1. Account opening

### 1.1 Verification and Limitations for Trading

Upon completion of the online account opening process you will be able to fund the Account as follows and commence trading immediately.

If you are using a credit card you may fund the Account with:

Amounts between US \$50.00 and US \$500.00.

Minimum amount for each additional top-up by credit card is US \$20.00

If you are sending funds using a bank wire transfer you may fund the Account with:

Amounts up to US \$500.00

Minimum amount for each additional top-up by wire transfer is US \$250.00

After the opening of the Account we will contact you to verify a few important details and upon completion of this process which we are required to conduct under laws and regulations to which we are subject and successful verification of all the necessary documentation (see below), your total deposit limit (to the credit of your new account at HY Markets) will increase from US \$ 500.00.

You are free to fund your new account with any amount from \$50.00, but aggregate deposits of more than \$500.00 will require you to supply documents referred to below for verification before you can commence trading.

Upon completion of the online account opening process we will also send you an e-mail listing the documentation we are required to obtain from you under regulatory requirements to which we are subject. These documents must reach us within 21 days after the date of completion of the online account opening process. After satisfactory verification of the documentation we will

- a) approve the Account and
- b) remove limitations on the amounts you can deposit into the Account

The documentation we require is as follows:

- a) Proof of your identification (for example: a copy of your passport or official state ID)
- b) Proof of your address (for example: a copy of a utility bill with your name and address. This must not be older than six months from the date of application. Please note copies of mobile telephone bills are not acceptable)
- c) Copy of the credit card (both sides) if the deposits have been credit card deposits.

### 1.2 If we cannot contact you within 7 days

If we cannot contact you within 7 days after you make your first deposit, we will suspend all trading-related activities in the Account. All positions taken by you up to this date will be frozen until contact is made. If contact cannot be made within 21 days of opening the account all positions will be liquidated as set out in 1.3 below. If we are able to contact you after suspension and before the 21<sup>st</sup> day of opening the account we will require you to provide the required documents as set out in section 1.1 above (last paragraph).

### 1.3 Non-receipt of Required Documentation after 21 days

On the 21<sup>st</sup> day if the required documentation is not received we will suspend all activity in the Account and the following action will be taken.

- a) If you have not commenced trading, the balance outstanding in the Account will be refunded to the account from which the funds originated. Credit card refunds may take up to 10 days to reach that account.
- b) If you have already traded during this period we will close out any open positions held by you at the closing prices prevailing on the 21<sup>st</sup> day and credit or debit the proceeds to the Account. Then as to the balance outstanding in the Account
  - if the Account is in credit and if the balance is equal to or less than the initial sum deposited, this amount will be returned to the bank account or credit card from which the funds originated or
  - if the Account is in credit and if the amount is more than the initial amount deposited, the amount deposited will be refunded as mentioned in a) above and the balance will normally be held by us pending receipt of our required account opening documents.

Closing of accounts as mentioned above will be subject to an administration charge of up to US \$ 50.00 per account.

### 1.4 Customers Resident in Certain Jurisdictions

If it comes to our notice at any time that you are resident in the United States, Hong Kong or any other country in which we consider that the provision of the services contemplated in the HY Markets Customer Agreement is prohibited, we shall have the right to suspend all activity in the Account and to take the following action:

- a) If you have not commenced trading, the balance outstanding in the Account will be refunded to the account from which the funds originated. Credit card refunds may take up to 10 days to reach that account.
- b) If you have already traded during this period we will close out any open positions held by you at the closing prices prevailing on the day of the close out and credit or debit the proceeds to the Account. Then as to the balance outstanding in the Account
  - if the Account is in credit and if the balance is equal to or less than the initial sum deposited, the amount will be returned to the bank account or credit card from which the funds originated or



## HY Markets - Terms of Business

- if the Account is in credit and if the amount is more than the initial amount deposited, the amount deposited will be refunded as mentioned in a) above. The treatment of any remaining balance will be resolved by our Compliance Department.

Closing of accounts as mentioned above will be subject to an administration charge of US \$ 50.00 per account.

### 1.5 Islamic Accounts

Islamic Accounts are offered exclusively to customers on the strict understanding that they are of Islamic faith. By opening an Islamic Account, you confirm that you are of Islamic religion, and any evidence to the contrary will be treated as a misrepresentation of the facts in accordance with Clause 9 of the Customer Agreement and be dealt with accordingly.

## 2. Inactive Accounts

Accounts without any activity for 90 consecutive days will be subject to a non-refundable monthly administration fee of US \$25.00. Accounts with a nil balance will be treated as inactive accounts and may be closed in our discretion.

## 3. Request for Fund transfers

- Fund transfers will be made only to the originating credit card account or bank account.
- We will not make any fund transfers to any account in the name of any third party
- In cases where funds have been deposited using multiple credit cards or bank accounts, funds will be transferred to the credit card or bank account which was used to make the last transfer to the Account unless we agree otherwise.

## 4. Commission, Charges and Margins Schedule

### 4.1 Deposit and Withdrawal of Funds

#### Deposits

There will be no charges for depositing funds into the Account. This can be done either by a credit card payment or a bank transfer.

#### Withdrawals

- Where you have traded in the Account, no withdrawal from the Account is permitted until we have received completed account opening documentation from you
- If you have not traded, there will be no charge for a fund transfer made to your originating credit card, while an administration charge of US \$50.00 will be made for a fund transfer to your originating bank account. Where you have had trading activity in the Account, no charges will be made for fund transfer requests in excess of US\$ 100.00 to your originating credit card or bank account.
- Where you have had trading activity, any request for bank transfers of an amount which is less than US\$300.00 will be subject to an administration charge of US\$ 30.00.

### 4.2 Trading related charges

Commission, Charges and Margin Schedules can change from time to time and you should always refer to the updated information available in our web site: <http://www.hymarkets.com>  
Details applicable to your account can be viewed on our website.

Please also note the following:

#### Interest rates for rollover positions

- Islamic accounts will not be subject to any interest
- Non-Islamic Accounts will attract interest at the rates specified in our web site from time to time on the product specification.

#### Fee for rollover positions

For Islamic accounts, any open position will not be subject to overnight fees for the first 14 days after the position is placed in the market. If the position remains open after 14 days, normal overnight fees will start applying to that open position.

## 5. Trading Credits

### 5.1 Introduction

5.1.1 These Terms and Conditions ("Terms") form the basis of the trading related credits whereby Eligible Customers of HY Markets may be rewarded with a credit bonus of up to 10% of their net deposits to the account which makes the relevant deposit.

5.1.2 HY Markets is authorised and regulated by the Financial Services Authority and reserves the right to alter or amend these terms, or any aspect of them, at any time and without prior notice. We may make changes to these Terms and will notify you of these changes by posting the modified Terms on the HY Markets website. We recommend that you revisit these Terms regularly and, by your continued use of the HY Markets website and services you accept any such modified Terms.



## HY Markets - Terms of Business

5.1.3. We reserve the right, at our sole discretion, to disqualify any individual who breaches the Offer Terms or our Terms and Conditions of Business, or in the opinion of management, act in such a manner as to deliberately take advantage of any of these Terms.

5.1.4 Any dispute or situation not covered by these Offer Terms will be resolved by our management in a manner it deems to be the fairest to all concerned. That decision shall be final and/or binding on all customers. No correspondence will be entered into.

5.1.5 If these Offer Terms are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.

### 5.2 Conditions of Eligibility

5.2.1 Subject to all other Terms, the Offer is available to Customers who have satisfied the Eligibility Criteria for the Offer ("Eligible Customer") as set out in clause 5.2.2 below.

5.2.2 The Eligibility Criteria for the Offer are:

- (a) that it shall only apply to HY Markets Customers that have a live account (this includes existing account holders and new Customers that open accounts);
- (b) that the Customer makes a net new deposit into their account/s. The trading credit will be based on net deposits – i.e. total deposits less total withdrawals during the period.
- (c) the minimum deposit required is \$50;
- (d) that a Customer must trade ten standard lots per US \$1,000 deposit (please refer to Product Specifications) on the account/s into which a deposit has been made. At the end of the promotional period the reward will be forfeited if the requisite number of standard lots have not been made. For the avoidance of doubt, all trades in any other instrument will count towards the lots calculation for this Offer;
- (e) the maximum trading credit over the promotional period is a total of US\$10,000 aggregated over all the accounts of the customer;
- (f) if customers withdraw funds from any accounts during the promotional period (except trading profits) the trading credit will be reduced in strict proportion to the basis on which it was originally credited.

*As an example, if the original deposit was \$10,000, and a trading credit of \$1,000 was given and the customer then withdraws \$4,000, the trading credit will be reduced by \$400 i.e. in strict proportion to the accumulated deposits giving rise to the trading credit. This applies to all withdrawals relating to the account. Transfers between accounts will count as withdrawal. Transfers between accounts will not count as new deposits or be included in the total net deposit value for the purposes of this Offer;*

- (g) the transfer of rewards between accounts is not permitted during the Promotional Period; and
- (h) customers may make as many deposits as they wish into as many of their live accounts in order to qualify for the trading credits.