

## TRADING MECHANISM FOR MINI & MICRO TRADING ACCOUNTS

### Contents

<p><b>1 Purpose and Scope</b></p> <p><b>2 Definitions and Interpretations</b></p> <p><b>3 Financial Instruments offered for trading by the Company</b></p> <p><b>4 Foreign Exchange ('Forex')</b></p> <p style="padding-left: 20px;">4.1 Forex Currencies</p> <p style="padding-left: 40px;">4.1.1 Contract Size</p> <p style="padding-left: 40px;">4.1.2 Margin Requirements</p> <p style="padding-left: 40px;">4.1.3 Hedging</p> <p style="padding-left: 20px;">4.2 Spot Precious Metals</p> <p style="padding-left: 40px;">4.2.1 Contract Size</p> <p style="padding-left: 40px;">4.2.2 Margin Requirements</p> <p style="padding-left: 40px;">4.2.3 Hedging</p> <p><b>5 CFDs</b></p> <p style="padding-left: 20px;">5.1 Indices</p> <p style="padding-left: 40px;">5.1.1 Contract Size</p> <p style="padding-left: 40px;">5.1.2 Margin Requirements</p> <p style="padding-left: 40px;">5.1.3 Hedging</p> <p style="padding-left: 20px;">5.2 Commodities</p> <p style="padding-left: 40px;">5.2.1 Contract Size</p> <p style="padding-left: 40px;">5.2.2 Margin Requirements</p> <p style="padding-left: 40px;">5.2.3 Hedging</p> <p><b>6 Windsor MT4 Multi-terminal</b></p> <p style="padding-left: 20px;">6.1 Terms and Conditions</p> <p><b>7 Methods of Execution</b></p> <p style="padding-left: 20px;">7.1 Instant Trading</p> <p style="padding-left: 20px;">7.2 Market Execution</p> <p><b>8 Orders</b></p> <p style="padding-left: 20px;">8.1 Types of Orders</p> <p style="padding-left: 40px;">8.1.1 GTC</p> <p style="padding-left: 20px;">8.2 Placing Orders</p>	<p style="padding-left: 20px;">8.3 Modifying Orders</p> <p style="padding-left: 20px;">8.4 Filled Orders</p> <p style="padding-left: 40px;">8.4.1 Limit Orders or Take Profit Orders</p> <p style="padding-left: 40px;">8.4.2 Stop Orders</p> <p style="padding-left: 20px;">8.5 Orders Execution methods</p> <p><b>9 Leverage</b></p> <p><b>10 Margin Call</b></p> <p><b>11 Maximum Account Transactions</b></p> <p><b>12 Stop Out</b></p> <p><b>13 Strong Hedge</b></p> <p><b>14 Grace Period</b></p> <p><b>15 Charges</b></p> <p style="padding-left: 20px;">15.1 Rollovers/SWAP</p> <p style="padding-left: 40px;">15.1.1 Calculating SWAP</p> <p style="padding-left: 20px;">15.2 Storage</p> <p style="padding-left: 20px;">15.3 Commission</p> <p style="padding-left: 20px;">15.4 Currency Conversion</p> <p><b>16 Errors</b></p> <p><b>17 Snipers</b></p> <p><b>18 Payment Mechanism</b></p> <p style="padding-left: 20px;">18.1 Bank Transfers (Local Wire Transfers)</p> <p style="padding-left: 20px;">18.2 Online Payment</p> <p><b>19 Complaints</b></p> <p><b>20. Binding Effects</b></p>
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***NOTE: This Trading Mechanism is updated regularly. Clients should be informed that it is their duty to check Windsor's website for any amendments that might have occurred within the whole document at any time during the year.***

### **1. Purpose and Scope**

The purpose of this Trading Mechanism for Mini and Micro trading accounts ("TMMM") is to give an overview to the clients of all relevant information regarding trading with Windsor Brokers Ltd ('the Company' or 'Windsor'). Details about the financial instruments

offered, margin required for trading, leverage, charges etc., prior to clients entering into any transaction, are included within. This TMMM should be treated as the Order Execution Policy of the Company for Mini and Micro trading accounts.

## **2. Definitions and Interpretations**

Unless the content of this TMMM states otherwise, the definitions and interpretations can be viewed by the clients on the Company's website.

The advantage given to Windsor's clients is that financial instruments can be traded in lots and portions of lots rather than with the actual "contract size".

## **3. Financial instruments offered for trading by the Company**

The following categories of Mini & Micro financial instruments are offered by the Company to its clients:

- 1) Foreign Exchange ('Forex' or 'FX')
- 2) Contract For Differences ('CFDs')

## **4 Foreign Exchange ('Forex' or "FX")**

At Windsor, clients have the ability to trade Forex Currency Pairs in Mini & Micro lots and/or Spot Precious Metals in Mini lots, in separate trading accounts.

All Foreign Exchange financial instruments are traded as 'Instant Trading'.

### **4.1 Forex Currency pairs**

Currencies are traded in pairs and exchanged against one another, at a mutually agreed rate.

#### **4.1.1 Contract Size:**

##### ***MINI***

The contract size per Mini lot of each Forex Currency pair can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

##### ***MICRO***

The contract size per Micro lot of each Forex Currency pair can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **4.1.2 Margin Requirements:**

##### ***MINI***

Clients are required to maintain a minimum amount of funds for each open position held in their Mini trading account, in accordance with the leverage as stated in point 9 below. These funds are known as Margin Requirements and are considered to be a guarantee and not a cost.

The Margin Requirement at Windsor is US \$25 per Mini lot, based on a 1:400 leverage.

##### ***MICRO***

Clients are required to maintain a minimum amount of funds for each open position held in their Micro trading account, in accordance with the leverage as stated in point 9 below. These funds are known as Margin Requirements and are considered to be a guarantee and not a cost.

The Margin Requirement at Windsor is US \$2 per Micro lot, based on a 1:500 leverage.

#### **4.1.3 Hedging:**

##### ***MINI***

Windsor allows its clients to minimize any unwanted losses that may occur within their Mini trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Additionally, Windsor may hedge clients' Mini trading accounts directly, to protect the equity from falling below the required margin level, based on the condition that each Mini trading account should maintain a Free Margin/available margin (equity to margin level) with a minimum of 100% level on the last trading day of the week (Friday), or in cases of early close, due to market holidays. In cases where the Free Margin level of the client's Mini trading account falls below 100%, Windsor reserves the right to partially or fully hedge any open position (without prior notice) in order to meet the above-mentioned, Free Margin level. In cases where the Mini trading account requires to be hedged but has reached the total permitted number of transactions, Windsor will liquidate directly the required transactions, in order for the Free Margin to reach the required level. This process commences half an hour prior to the closing of the market.

#### **MICRO**

Windsor allows its clients to minimize any unwanted losses that may occur within their Micro trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Windsor's system will automatically close the hedge position against the latest open trade for the same financial instrument, in opposite direction, at the end of the working day.

Closing of the hedged positions is based on "Last in First Out" principle.

## **4.2 Spot Precious Metals**

### **MINI**

At Windsor, clients have the ability to trade Spot Gold and/or Silver.

#### **4.2.1 Contract Size:**

The contract size per Mini lot for each Spot Precious Metal can be viewed on Windsor's website, on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **4.2.2 Margin Requirements:**

The Margin Requirements can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **4.2.3 Hedging:**

Windsor allows its clients to minimize any unwanted losses that may occur within their Mini trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Additionally, Windsor may hedge clients' Mini trading accounts directly, to protect the equity from falling below the required margin level, based on the condition that each Mini trading account should maintain a Free Margin/available margin (equity to margin level) with a minimum of 100% level on the last trading day of the week (Friday), or in cases of early close due to market holidays. In cases where the Free Margin level of the client's Mini trading account falls below 100%, Windsor reserves the right to partially or fully hedge any open positions (without prior notice) in order to meet the above-mentioned, Free Margin level. In cases where the Mini trading account requires to be hedged but has reached the total permitted number of transactions, Windsor will liquidate directly the required transactions, in order for the Free Margin to reach the required level. This process commences half an hour prior to the closing of the market.

## **5. Contract For Difference ('CFDs')**

At Windsor, clients have the ability to trade the following CFDs financial instruments:

- 5.1 CFD Indices
- 5.2 CFD Commodities

All CFDs are traded as 'Market Execution'.

### **5.1 CFD Indices**

At Windsor, clients have the ability to trade CFD Indices, specifically Dow Jones with spread. The CFD Dow Jones is based on the prices generated from the Mini Dow Jones with an additional spread. Dow Jones is traded on a quarterly sessions.

## **MINI**

The first two digits of the symbol, after the name of the financial instrument, specify the active month and the last two digits specify the active year and the “!” identifies the Mini Contract, e.g. DJ0909! ≡ Dow Jones September 2009 MINI.

The DJ...9! open positions must be closed by the end of the expiration date of the contract. All open positions on DJ that are due to expire, are required to be closed, no later than half an hour prior to the closing of the last trading day’s market session. Otherwise, Windsor reserves the right to close all open positions remaining in the Mini trading account (without prior notice).

The expiration and starting dates of the CFD Indices can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

## **MICRO**

The first two digits of the symbol, after the name of the financial instrument (DJ), specify the active month and the last two digits specify the active year and the “X” identifies the Micro Contract, e.g. DJ0909X ≡ Dow Jones September 2009 MICRO.

The DJ...9X open positions must be closed by the end of the expiration date of the contract. All open positions on DJ that are due to expire, are required to be closed, no later than half an hour prior to the closing of the last trading day’s market session. Otherwise, Windsor reserves the right to close all open positions remaining in the Micro trading account (without prior notice).

The expiration and starting dates of the CFD Indices can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

### **5.1.1 Contract Size:**

#### **MINI**

The contract size per Mini lot for CFD Indices can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

#### **MICRO**

The contract size per Micro lot for CFD Indices can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

### **5.1.2 Margin Requirements:**

#### **MINI**

The Margin Requirement can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

#### **MICRO**

The Margin Requirement can be viewed on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

### **5.1.3 Hedging:**

#### **MINI**

Windsor allows its clients to minimize any unwanted losses that may occur within their Mini trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Additionally, Windsor may hedge clients’ Mini trading accounts directly, to protect the equity from falling below the required margin level, based on the condition that each Mini trading account should maintain a Free Margin/available margin (equity to margin level) with a minimum of 100% level on the last trading day of the week (Friday), or in cases of early close due to market holidays. In cases where the Free Margin level of the client’s Mini trading account falls below 100%, Windsor reserves the right to partially or fully hedge any open position (without prior notice) in order to meet the above-mentioned, Free Margin level. In cases where the Mini trading account requires to be hedged but has reached the total permitted number of transactions, Windsor will liquidate directly the required transactions, in order for the Free Margin to reach the required level. This process commences half an hour prior to the closing of the market.

#### **MICRO**

Windsor allows its clients to minimize any unwanted losses that may occur within their Micro trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Windsor's system will automatically close the hedged position against the latest open trade for the same financial instrument, at the end of the working day.

Closing of the hedged positions is based on "Last In First Out" principle.

## **5.2 CFD Commodities**

At Windsor, clients have the ability to trade CFD Commodities, specifically the Light Sweet Crude Oil. The Light Sweet Crude Oil contract prices are generated from the **NYMEX** exchange with an additional spread. Light Sweet Crude Oil is traded on monthly sessions.

### **MINI**

The first two digits of the symbol, after the name of the financial instrument, specify the active month and the last two digits specify the active year and the "!" identifies the Mini Contract, e.g. CL0909! = Light Sweet Crude Oil September 2009 MINI.

The CL...9! contract open positions must be closed by the end of the expiration date of the contract. All open positions on CL, that are due to expire, are required to be closed, no later than half an hour prior to the closing of the last trading day's market session. Otherwise, Windsor reserves the right to close all open positions remaining in the Mini trading account (without prior notice).

The expiration and starting dated of the CFD Commodities can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

### **MICRO**

The first two digits of the symbol, after the name of the financial instrument, specify the active month and the last two digits specify the active year and the X identifies the Micro Contract, e.g. CL0909X = Light Sweet Crude Oil September 2009 MICRO.

The CL...9X open positions must be closed by the end of the expiration date of the contract. All open positions on CL, that are due to expire, are required to be closed, no later than half an hour prior to the closing of the last trading day's market session. Otherwise, Windsor reserves the right to close all open positions remaining in the Micro trading account (without prior notice).

The expiration and starting dated of the CFD Commodities financial instruments can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **5.2.1 Contract Size:**

##### **MINI**

The contract size per Mini lot for CFD Commodities can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

##### **MICRO**

The contract size per Micro lot for CFD Commodities can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **5.2.2 Margin Requirements:**

##### **MINI**

The Margin Requirement can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

##### **MICRO**

The Margin Requirement can be viewed on Windsor's website under the Contract Specification Table, found within the 'Trading Information' page of the 'Trading Conditions' section.

#### **5.2.3 Hedging:**

## **MINI**

Windsor allows its clients to minimize any unwanted losses that may occur within their Mini trading accounts, by hedging open positions. By hedging, clients enter the market in the opposite direction to their pre-existing positions. Additionally, Windsor may hedge clients' Mini trading accounts directly, to protect the equity from falling below the required margin level, based on the condition that each Mini trading account should maintain a Free Margin/available margin (equity to margin level) with a minimum of 100% level on the last trading day of the week (Friday), or in cases of early close due to market holidays. In cases where the Free Margin level of the client's Mini trading account falls below 100%, Windsor reserves the right to partially or fully hedge any open position (without prior notice) in order to meet the above-mentioned, Free Margin level. In cases where the Mini trading account requires to be hedged but has reached the total permitted number of transactions, Windsor will liquidate directly the required transactions, in order for the Free Margin to reach the required level. This process commences half an hour prior to the closing of the market.

## **MICRO**

Windsor allows its clients to minimize any unwanted losses that may occur within their Micro trading accounts, by hedging open positions. By hedging, clients enter the market in opposite direction to their pre-existing positions. Windsor's system will automatically close the hedged position against the latest open trade for the same financial instrument, at the end of the working day.

Closing of the hedged positions is based on "Last In-First Out" principle.

## **6. Windsor MT4 Multi-terminal**

MT4 Multi-terminal is offered for simultaneous management of multiple trading accounts; helpful for those who work with many trading accounts simultaneously. MT4 Multi-terminal allows clients to request quotes for any financial instrument tradable on Windsor Online trading platform, place orders, view history for all trades executed by, using MT4 Multi-terminal, for the same type of trading accounts, at the same time.

### **6.1 Terms and Conditions:**

- a) Request for orders and/or transactions might be delayed in confirmation.
- b) Request for orders and/or transactions might be executed in a different manner.
- c) Requests for orders and/or transactions might be re-quoted or rejected partially or in full.
- d) Request for orders and/or transactions in total, for all trading accounts, should not exceed the maximum number of lots, per financial instrument, as specified in the Contract Specification Document. Otherwise, Windsor reserves the right to:
  - reject, partially or in full, the request for orders and/or transactions;
  - might not execute in the same manner the request for orders and/or transactions;
  - might reverse, partially or in full, the request for orders and/or transactions;
- e) Request for orders and/or transactions, per trading account, should not exceed the maximum number of lots, per financial instrument, as specified in the Contract Specification Document. In cases where the number of lots for orders and/or transactions requested exceeds the permitted number, system will automatically confirm the maximum allowed number.
- f) Request for orders and/or transactions, per trading account, should not exceed the maximum number of lots allowed to be traded in accordance with the equity of the trading account. In cases where the number of lots for orders and/or transactions requested exceeds the number of lots allowed to be traded, based on the equity of the trading account, the request will be rejected automatically by the system.

## **7. Trading Methods**

The Trading Methods at Windsor are the following:

- 7.1 Instant Trading (Forex);
- 7.2 Market Execution (CFDs);

### **7.1 Instant Trading**

Instant Trading is a trading method based on the concept of buying/selling a financial instrument at the “current” market price offered by Windsor’s Online trading platform. The client initially requests to buy or sell a financial instrument at the market price, as displayed on Windsor’s Online trading platform. In cases where the price changes before the confirmation, the client has the option to accept the new price (re-quote) and complete the trade, or to reject the new re-quoted price and request again. Instant Trading gives the client the opportunity to adjust his trading strategy in accordance with market movements.

## 7.2 Market Execution

Market Execution is a trading method based on the concept of buying/selling a financial instrument at the market, i.e. price offered by the market at the time that the request was received by Windsor. The client is obliged to accept the confirmation price given by Windsor, on the requested financial instrument, even if the price displayed on Windsor MT4 changes during the time interval between the request, reception and transmission/execution of client’s request.

**Note:** Despite of the Trading Method used for trading, clients should note that while confirming clients’ requests, delay may occur. This delay may arise due to the following reasons:

- Volatile markets;
- Internet connection.

Clients acknowledge that Windsor is not liable, whatsoever, in such circumstances.

## 8. Orders

Order is an instruction for a transaction, requested by the client, to be executed at a pre-determined price. The order is executed only when the market price reaches the price level that is specified in the order. There are a number of different order types that can be placed, to fit the client’s needs.

Orders must be placed within a certain amount of pips/ticks away from the current Market Price. The level varies for each instrument individually and can be viewed on the Contract Specification Document on Windsor’s website under the Contract Specification Table, found within the ‘Trading Information’ page of the ‘Trading Conditions’ section.

### 8.1 Types of Orders

#### MINI and MICRO

8.1.1 GTC (Good Till Cancelled) Order is valid until it is executed, cancelled by the client or until the expiration of the financial instrument.

### 8.2 Placing Orders - Mini and Micro

1) *New position:*

- Buy Limit, Sell Limit
- Buy Stop, Sell Stop

The Buy Limit and Sell Stop Orders are placed below the current market level of the financial instrument, whereas the Buy Stop and Sell Limit Orders are placed above the current market level of the financial instrument.

2) *Closing an existing position:*

- Take Profit (T/P)
- Stop Loss (S/L)

After entry into the market, a limit for profit taking order and a protective stop loss order may be placed. As such, losses can be minimized and profits can be determined at a pre-established price.

Note: Orders can be placed only in cases where the equity of the trading account is above the minimum amount required for holding open positions. (see Contract Specification Document).

### 8.3 Modifying Orders - Mini and Micro

In relation to the modifications of working orders, Windsor MT4 offers the following options:

- a. Placing a S/L or T/P on an existing trade

- b. Placing a S/L or T/P on an existing order
- c. Changing the price level of Buy Limit, Sell Limit, Buy Stop, Sell Stop, T/P and S/L
- d. Cancelling the order

Note: i) Clients’ requests to modify or cancel orders at the time when the level has already been triggered will not be fulfilled.

Note ii) Clients’ request to modify or cancel orders, that at the specified or below the level specified within the “Spread on Orders from Market Price (see Contract Specification), may not be accepted.

#### 8.4 Filled Orders - Mini and Micro

##### 8.4.1) Limit Orders or Take Profit Orders

Limit or take profit orders are filled at the price originally placed by the client, even in cases of big market moves or in cases where the market opens with a Gap.

In cases where the market price only “hits” the level of a limit order and then reverses, Windsor does not guarantee to fill such order.

##### 8.4.2) Stop Orders

A stop order is an order to buy (or sell) a financial instrument at a higher or lower price than the current market price, once the price level mentioned in the order is reached. Once the level of the stop order is reached, the stop order becomes a market order (not limit). As such, a stop order becomes an order to buy or sell a financial instrument, at the current market price prevailing at the time that the stop order was triggered. Client does not have a control over the price at which the order will be executed.

#### 8.5 Orders Execution Methods

**8.5.1** All types of orders, mentioned in above point 8.2, are always filled completely or not filled at all. Orders are never filled “partially”.

**8.5.2** All types of orders, mentioned in above point 8.2, are always filled at the same level. Orders are never filled at different levels; there are no “split” fills of orders

#### 9. Leverage

Leverage is defined as borrowed capital, such as margin, used to increase the potential return of an investment. In cases where the client uses leverage for an investment and the market moves in the opposite direction to the client’s expectation, the loss on the investment is much greater than what it would have been if the investment had not been leveraged. Leverage magnifies both profits and losses. The higher leverage, the higher the level of risk and the higher possibility of a profitable return or loss.

Windsor at any time, in its sole discretion, may reduce the leverage applied to clients’ trading account(s) based on the risk that clients are exposed to. The change of leverage will be in accordance with the net exposure of the client/per instrument, once the Net Open positions (“NOP”) exceeds 15 standard lots. NOP refer to accumulated positions held open by the client on a specific instrument, regardless of the type of trading account.

Change of the leverage will influence the stop out level of trading account(s).

The following Leverage groups are offered to Windsor’s clients:

Trading account	Leverage	Margin Call	Stop Out Level	Margin Requirement
MINI	1:400	100%	10% or below	US \$25/ Mini lot
MICRO	1:500	100%	50% or below	US \$2/ Micro lot

The leverage applied to Mini Trading accounts is subject to changes, regardless of the leverage applied to the trading account.

Model of the leverage change based on the NOP

NOP	Leverage	Margin Call	Stop Out Level	Margin Requirement
Up to 15	1:400	100%	10% or below	US\$ 25
15.1 - 50	1:100	100%	10% or below	US\$ 100
50.1 - 100	1:50	100%	10% or below	US\$200
100.1 and above	1:33	100%	10% or below	US\$303

Leverage will return to its original levels once considered appropriate.

#### 10 Margin Call - Mini and Micro

Once the Free Margin/available margin of a trading account falls below Margin Call level, as specified in point 9 above, the trading account is considered to be on Margin Call. The client is recommended to add new funds to his/her trading account in order to bring the Free Margin of the trading account to its required level. In cases where the trading account is not supported with additional funds and the Free Margin falls below the stop out level (as specified in point 9 above), the trading account will be stopped out.

#### 11 Maximum Account Transactions – Mini and Micro

The maximum number of “open” transactions, including orders, permitted to be carried out for Mini & Micro trading(s) account is 30 transactions. In cases where the number of transactions of a trading account reaches 30 transactions, the system will reject further requests received from the client to “open” new transactions i.e. client is required to reduce the number of “open” transactions prior to entering new transactions.

#### 12. Stop Out

##### MINI

Once the Mini trading account is on Margin call and the client fails to support the Mini trading account with additional funds or partially or fully hedge his/her open positions, in order to bring the margin level back to its required level, Windsor will Stop Out the Mini trading account as soon as the margin level reaches or drops below the necessary threshold (as specified in point 9 above).

The Stop Out process will be performed as followed:

- a. All “hedged” positions will be liquidated
- b. All remaining open positions will be liquidated at the stop out market level alerted
- c. All pending orders will be deleted

##### MICRO

In cases where a Micro trading account's equity falls below the required equity to margin level, the account is considered to be on 'Margin Call'. This means that the client should place additional funds into the account or minimize the open positions, as to bring the margin level back to its required level otherwise Windsor will Stop Out the Micro trading account as soon as the margin level reaches or drops below the necessary threshold. In such circumstances, Windsor will partially liquidate the open positions held by the trading account as to bring the margin level back to its required level. Windsor will liquidate all open positions held by the Micro trading account in cases where the partial liquidation of open positions does not bring the margin level back to the required 50% level.

#### 13 Strong Hedge – Mini

Strong Hedge is applicable to Mini trading accounts only, where the action of unhedging positions requires that the Mini trading account holds at least the full margin requirement within its equity, currently US\$25, otherwise the system will automatically reject the request for closing of the hedged positions.

#### 14 Grace Period – Mini

All Mini trading accounts that hold “fully” hedged positions in which the equity falls below zero are provided with a grace period of 14 days for the purpose of funding such trading account(s). In cases where no funding of trading account(s) takes place, all “fully” hedged positions will be liquidated automatically with each other, on the 15<sup>th</sup> day, as from 23:00 hrs Cyprus local Time, GMT+2 winter time, GMT+3 summer time.

**14.1** All trading accounts holding “fully” hedged positions on Forex Currency pairs, and Spot Precious Metals are charged with all applicable charges, for each position held open. Once the equity of such trading accounts reaches zero equity or below, trading accounts are provided with a grace period of 14 days.

**14.2** All trading accounts holding “fully” hedged positions due to the fact that such trading account(s) were stopped out and the equity of such trading accounts reaches zero or below, such trading accounts are provided with a grace period of 14 days.

## **15 Charges**

### **15.1 Rollovers / Swap (Mini trading accounts Only)**

Rollover or SWAP is an exchange of interest rate applied to open positions on Forex Currency pairs and Spot Precious Metals, when held open overnight. SWAP charges can be a positive or a negative charge for the client, depending on the instrument traded and on the direction of open position(s) (selling or buying).

For all trades executed on Forex currency pairs and Spot Precious Metals, the value date of such trades is considered as being two days after the transaction took place. As such, all trades that are held "open" overnight will have Roll-overs/Swap charges implemented until their closing takes place.

Example of value dates:

<u>Traded day</u>		<u>Value day</u>
Monday	-	Wednesday
Tuesday	-	Thursday
Wednesday	-	Friday
Thursday	-	Monday
Friday	-	Tuesday

Trades "opened" on Monday with value date Wednesday and "closed" on Tuesday with value date Thursday will have 1 day roll overs/Swap charges applied.

Trades "opened" on Tuesday with value date Thursday and "closed" on Wednesday with value date Friday will have 1 day roll overs/Swap charges applied.

Trades "opened" on Wednesday with value date Friday and "closed" on Thursday with value date Monday will have 3 days roll overs/Swap charges applied due to the Weekend.

Trades "opened" on Thursday with value date Monday and "closed" on Friday with value date Tuesday will have 1 day roll overs/Swap charges applied.

Trades "opened" on Friday with value date Tuesday and "closed" on Monday with value date Wednesday will have 1 day roll overs/Swap charges applied.

Note I: Roll overs/Swap charges are applied based on the “value day” of the trade and not the “traded day”

Note II: trades that are “opened” and “closed” during the same day will have the same day value date and therefore no roll overs/Swap charges will be applied to them.

#### **15.1.1 Calculation of SWAP per day**

For Forex Currency pairs/Spot Precious Metals:

$(SWAP\ value) \times (pip\ value\ in\ US\$) \times (no.\ of\ lots) = US\$$

The latest SWAP values can be viewed on Windsor website, under the ‘Trading Conditions’ section

Note 1: Charges are updated on a regular basis without prior notice to the client.

Note 2: SWAP charges are applied to each Forex Currency Pair and Spot Precious Metal open position not taking into consideration if positions are partially or fully hedged.

### **15.2 Storage**

#### **MINI**

Storage is a charge applied to clients’ Mini trading accounts, carrying Forex Currency pairs and Spot Precious Metals open positions, which are not charged with rollovers (Swap). Forex Currency pairs and Spot Precious Metals positions held open for more than 10 days,

have the Storage charge applied. Storage takes effect as of the 11<sup>th</sup> day of the opening of the position and is charged on a daily basis, until the position is closed. Opposite to Rollovers, Storage is always a negative charge for the client and it is not affected by the open position type (buy or sell).

Calculation of the Storage charge per day:

*Storage = Total number of Mini lots of open positions per financial instrument (both selling and buying) x Storage value*

The latest SWAP values can be viewed on Windsor website, under the 'Trading Conditions' section

Note 1: Charges are updated on a regular basis without prior notice to the client.

Note 2: Storage charges are applied to each Forex Currency Pair and Spot Precious Metals open position not taking into consideration if positions are partially or fully hedged.

Note 3: The Company may, at any time if deemed necessary, apply interest (Roll Overs) charges for its protection and/or for any other reason that the Company may have.

Note 4: The Company may charge interest (Roll Overs) as from the date that it is considered necessary on all transactions executed under trading account, not taking into consideration that trading account was activated under the "Storage" condition.

Note 5: The Company may charge interest (Roll Overs) and/or change the predetermined period of time, as set out in the Storage Charge Table on the Company's website for Forex Currency pairs, Spot Precious Metals and CFDs instruments, without prior notice.

## **MICRO**

Storage is a charge applied to clients' Micro trading accounts, carrying Forex Currency pairs open positions, which are not charged with rollovers (Swap). Forex Currency pairs positions held open for more than 5 days, have the Storage charge applied. Storage takes effect as of the 6<sup>th</sup> day of the opening of the position and is charged on a daily basis, until the position is closed. Opposite to Rollovers, Storage is always a negative charge for the client and it is not affected by the open position type (buy or sell).

Calculation of the Storage charge per day:

*Storage = Total number of Micro lots on open positions per financial instrument (both selling and buying) x Storage value*

The latest Storage charges can be viewed on Windsor website, under the 'Trading Conditions' section.

Note 1: Charges are updated on a regular basis without prior notice to the client.

Note 2: Storage charges are applied to each Forex Currency Pair open position not taking into consideration if positions are partially or fully hedged.

### Example 1

- Predetermined period for EURUSD is 5 days
- Storage charge per day US\$0.15 (charged from the sixth day and may vary in value)
- Total number of Micro open positions: 2 lots

Calculation: 2 X US\$0.15 = US\$0.30 (storage charge is applied per day, as from the sixth day)

### Example 2

- Predetermined period for EURGBP is 5 days
- Storage charge per day US\$0.10 (charged from the sixth day and may vary in value)
- Total number of Micro open positions: 3 lots

Calculation: 3 X US\$0.10 = US\$0.30 (storage charge is applied per day, as from the sixth day)

The above two examples on the two Forex Currency Pairs, EURUSD and EURGBP, shows that client's Micro trading account, who keeps positions open for 5 days, will be charged from the sixth day, a US \$0.30 storage, per day. This amount will be charged irrespective of the open position type of the client i.e. buying or selling.

Windsor reserves the right, if it is deemed necessary, to change the amount of storage charges, without prior notice.

### **15.3 Commission – Mini and Micro**

Commission for financial instruments is applied in accordance with the Confirmation Letter and/or Windsor MT4 Trading Platform.

### **15.4 Currency Conversion**

Closed positions on Forex currency pairs are subject to currency cut added by a factor of +/- 1 up to 2%. #

### **16 Errors – Mini and Micro**

Errors may occur in the prices of financial instruments quoted by Windsor. In such occasions, without prejudice to any rights it may have under Cyprus Law, Windsor shall not be bound by any contract which purports to have been made (whether or not confirmed by Windsor) at a price which:

- a) Windsor is able to substantiate to the client that was manifestly incorrect at the time of the transaction;
- or
- b) Was, or ought to have reasonably been known by the client to be incorrect at the time of the transaction.

Windsor reserves the right to either 1) cancel the trade altogether or 2) correct the erroneous price at which the trade was confirmed to either the price at which Windsor hedged the trade or alternatively to the historic correct market price.

### **17 Snipers - Mini and Micro**

Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as 'sniping') are not accepted by Windsor.

Provided that Windsor can document that at the time of the conclusion of the trade there were errors in prices, commissions or in the Trading Platform and provided that Windsor can determine that the client, deliberately and/or systematically based on its trading strategy or other probable behaviour has exploited or attempted to exploit such an error, Windsor is entitled to take one or more of the following counter measures:

- a) adjust the price provided to the client;
- b) adjust the price spreads available to the client;
- c) delay in price confirmation;
- d) restrict the client's access to streaming, instantly tradable quotes by providing manual quotation only;
- e) retrieve from the client's trading account any historic trading profits provided that Windsor can document that such trading profits have been gained through such abuse of liquidity at any time during the client relationship;
- f) terminate the client's relationship with Windsor immediately by way of written notice.

### **18 Payment Mechanism**

Different payment methods are offered to Windsor's clients for funding their trading accounts held with Windsor. The main purpose for offering different payment methods, by the Company, is the simplicity and speed related to each payment method in relation to transferring funds into clients' trading accounts. Clients may choose one of the following payment methods to transfer funds into their trading accounts:

- 18.1 Bank transfers (Local Wire Transfers);
- 18.2 Online Payment

#### **18.1 Bank Transfers (Local Wire Transfers)**

Details regarding the Bank transfers (Local Wire Transfers) are provided to clients by our Back Office Department based on the country of origin or location of the client when transferring funds.

The charges related to Bank transfers are subject to charges applied by each Bank, used by the clients for transferring funds into their trading accounts held with Windsor.

Banks situated in Cyprus: Windsor does not apply any charges and the net amount received from the Banks is credited into clients' trading account(s).

Banks situated outside Cyprus: Windsor may apply charges to the amount received from the Banks. Clients are required to contact our Back Office Department for further information.

## **18.2 Online Payment**

Details regarding online payment methods are provided on the Company's website and are updated on a regular basis. Clients are acknowledging their acceptance to terms and conditions related to each Online Payment method, prior to the payment request(s).

The charges related to Online Payments are clearly specified on Windsor's website (subject to charges applied by service provider(s)).

Regardless of the payment method that clients may choose, funds are credited into clients' trading account(s) within 2 working days from the time of receipt of the funds. Windsor reserves the right to return the funds to the sender should the Company consider that the originator of the funds does not meet the Company's policy employed and related to funds transfers. Windsor does not guarantee crediting clients' trading account(s) in cases of margin call (see point 11).

Clients are required to contact Windsor's Back Office Department for further information and/or clarification regarding the available payment methods.

## **19 Complaints**

In cases where the client has a complaint, the client is obliged to advise Windsor within one business day. Windsor is hereafter obliged to investigate the complaint promptly and fully.

Methods of contact concerning complaints:

Clients may file a complaint by the following three methods:

a- Fax on 00357 25 500999 or using the numbers provided on the Windsor website.

b- Electronic mail to **complaints@windsorbrokersltd.com**.

c- Post, addressed to:

**Windsor Brokers Ltd**

**P.O.Box 54478**

**3724 Limassol-Cyprus**

**The client is obliged to confirm the submission of the written complaint by telephone on 00357 25 500500 or using the numbers provided by Windsor through Windsor MT4 or on Windsor's website.**

## **20 Binding Effects**

Client acknowledges and accepts to be bound by the provisions of this TMMM and any amendment or variation thereof duly effected by provisions of this TMMM. Client acknowledges and agrees that the first transaction in any of Client's trading accounts initiated by Client, following a change to the terms and conditions of this TMMM, as abovementioned, shall constitute Client's acceptance of the change as of the effective date of the amendment and such initiation and the subsequent execution of such transaction by Windsor shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by Client and Windsor respectively.