



WINDSORBROKERS

# TRADING CONDITIONS

Windsor Markets (Kenya) Limited  
CMA



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## PURPOSE AND SCOPE

The purpose of this Trading Conditions for trading accounts is to give an overview to Clients in regard to trading with financial instruments offered by Windsor Markets (Kenya) Limited (the “Company”), margin required for trading, leverage, costs etc., prior to clients’ trading. This Trading Conditions should be read in conjunction with the Order Execution Policy, the Product Outline (“PO”) and Client Account Agreement.

## SCOPE

Financial instruments can be traded in lots and portions of lots rather than with the actual “contract size”.

**The following categories of financial instruments are offered for trading:**

- a) Foreign Exchange (“FX”)
- b) Spot Metals
- c) Contract For Differences (“CFD”)

The full list of CFDs instruments offered, please be referred to the Product Outline ([Click here](#))

## CONTRACT FOR DIFFERENCE (“CFD”)

CFDs, an over-the-counter (OTC) products which can be traded with the Company, as the counterparty, to all transactions undertaken. The price of CFDs is based on the price of the underlying instrument and is not traded on an exchange. Price offered by the Company is displayed as the “bid”/ask” quotes obtained from service/liquidity providers chosen by the Company, with additional “mark-up/mark-down” from the prices obtained. In cases where the data provided by the Company’s service providers as well as the liquidity providers is temporarily unavailable, the Company may set prices at its own discretion.

Along with the opening/closing of the market for the underlying future instruments, gaps in market prices may be experienced. Due to the volatility caused during these periods, usually associated with the low liquidity and/or followed by significant movements in prices, trading can involve additional risks which should be taken into consideration when making trading decisions. The Company reserves the right to adjust the margin requirements on any financial instruments based on the underlined market conditions.

**All CFD contracts are cash settled.**

Some CFDs have an intraday break, in addition to a daily closing. During these times, no transactions can take place, i.e. either opening or closing of positions, nor placing and/or cancelling “stop” and “limit” orders. All trading functionalities cease during intraday breaks, daily closing and market holidays, details are displayed under the [Company's website](#).

CFD Indices either Spot or Future are based on the relevant underlined stock index, future contract, whereby the prices are moving in correlation with the prices of the relevant underlined index, however, do not result in the delivery of any share or instruments to or by the Client.

Margin requirement is calculated by multiplying the “Contract Size”, the traded price, the volume (number of lots) and the margin requirement percentage (applied by the Company), further detailed under the Trading Platform.

**Contract Size \* Traded Price \* No. of Lots \* margin requirement %**

CFD instruments that are based on the underlined “futures” contracts are subject to expiration and should be closed, prior to the last trading day (found on PO on website), otherwise any open positions, for the specific

CFD instruments, shall be closed by the company based on the last quoted price (Bid/Ask) of the last trading day and cancel any remaining pending orders, without prior notice.

Open Sell trades will be closed on the last Quoted Ask Price.

Open Buy trades will be closed on the last Quoted Bid Price.

The company will also set the CFDs subject to expiration to close only mode, refer to the PO for details. “First Trading Date”, “Trading Only for Closing” and “Last Trading Date” are defined by Company in its own discretion.

### **CFD Shares**

Margin requirements are calculated by multiplying the “Contract Size”, the traded price, the volume (number of lots) and the margin requirement percentage (applied by the Company), further detailed under the Trading Platform.

CFD shares may be subjected to trading halts and price limits due to the “limit up” and/or “limit/down” or other rules applied by the relevant exchange. The Company may not be in a position to accept new requests for transaction during the specific period.

## **CONTRACT/TRADE SIZE**

The contract size per standard lot of each financial instrument can be viewed in the PO Document.

## **SPREAD**

Spread is the difference between the “sell” and “buy” price of each financial instrument. Spreads are subject to variation, especially in volatile market conditions. Spreads may change to reflect the available liquidity during different times of the day. Minimum and typical spreads are displayed within the PO. Typical spread shall have the meaning of average spread per instrument across all trading periods over the previous calendar month.

## **PIP/TICK VALUES**

The PIP and TICK values referring to CFD Forex and CFD Futures respectively, and the minimum fluctuation information are available on the Company’s website under PO. The calculation of the profit and loss is based on a pip/tick value, per lot, and is converted into the Client’s accounts base currency, irrelevant of the instrument traded, is automatically by the company.

## **TRADING HOURS**

Trading hours displayed are based on trading server time (UTC+2 or UTC+3) depending on if Daylight Saving Time applies or not as per the PO.

The Company may delay market “open” on specific financial instruments by several minutes in order to avoid providing quotes which do not represent the actual market price of the relevant financial instruments and which might be received from liquidity providers, taking into consideration that the liquidity may be low. The purpose of such possible delay is for the benefits of clients, in order to avoid any negative effect on clients’ accounts due to the possible wrong quotes/ticks that may be displayed as an outcome of the abnormal or wide spreads.

The Client acknowledges and accepts that trading hours may be adjusted at the Company’s discretion.

In addition, the client acknowledges and accepts that while the Company aims to maintain regular trading hours, there may be instances, particularly in abnormal conditions, where the Company may not be able to offer trading facilities during the specified trading hours. The Company retains the right to suspend or restrict trading under such circumstances and will not assume any liability for any implications or ramifications arising from the unavailability of trading facilities during these abnormal conditions.

## VOLATILE MARKET CONDITIONS:

The Client acknowledges that during periods of high market volatility, trading conditions may change abruptly. Among other things, this may result in wider spreads, increased slippage, potential execution delays, and limited availability of certain trading options or instruments. The Client accepts the inherent risks associated with trading under such conditions, agrees to exercise prudent risk management, and understands that the Company shall not be held liable for losses incurred due to market volatility. The Company reserves the right to modify trading conditions as deemed necessary to protect its operations and clients' interests during such periods.

## TRADING STRATEGIES

Trading strategies that rely on arbitrage opportunities and or riskless arbitrage may be revoked and Windsor reserves the right to make necessary corrections and adjustments on the Client's accounts which may, among others, include widening of the spreads on financial instruments, cancel, apply swaps and or commissions not initially applied, perform reversal of transactions that were found in a breach of the terms of the agreement and the purpose of maintaining accounts with the Company.

## TRADING METHODS

Market Execution is based on the buying/selling financial instruments at the current market price, at the time that the request was confirmed by the Company and not the price that was displayed at the time of the request. The confirmation of the price, on the relevant financial instruments, may change during the time interval between the request, reception, and transmission/execution of the request. The Client does not have the option to request again (re-quote) or cancel the request. Delays may occur during the confirmation of the requests due to market volatility or internet connection in which cases the Company does not take responsibility.

## ORDERS

In cases of illiquid or highly volatile markets and/or in cases of markets opening with gaps, "market" and/or "stop" orders may be subject to slippage which could have a material impact on the execution price.

There is a risk that orders may be executed at levels significantly worse than their pre-defined/requested level.

During the periods of highly volatile markets, it may be difficult to place, modify or execute orders. There is a possibility of delays in execution related to modifications and/or completion of orders and it may not be possible to place new orders during the specific period.

Stop Loss or Take Profit attached to a pending order may be removed by the platform upon the pending order being triggered/filled. In such case, the Client remains responsible to monitor and manage any open positions accordingly. Buy stop with preset TP: IF actual opening buy price is higher than the TP the TP is removed (due to Negative slippage)

Buy stop with preset SL: IF actual opening buy price is lower than the SL the SL is removed (due to Positive slippage)

Sell stop with preset TP: IF actual sell price is lower than the TP the TP is removed (due to Negative slippage)

Sell stop with preset SL: IF actual opening sell price is higher than the SL the SL is removed (due to Positive slippage)

Buy Limit with preset SL: IF actual opening buy price is lower than the SL the SL is removed (due to Positive slippage)

Sell Limit with preset SL: IF actual sell price is higher than the SL the SL is removed (due to Positive slippage)

## MARGIN REQUIREMENTS

Collateral required for opening new positions is also known as margin requirement.

In cases where the margin falls below the “stop-out” level, the open positions will be closed. Trading on margin can both positively and negatively affect trading results as both, profits and losses can be amplified.

The margin requirement for a currency pair is calculated as a percentage of the notional value of such pair.

In cases where the accounts’ base currency differs from the currency related to the margin requirement, when carrying open positions on specific financial instrument, the exchange rate (at the time the relevant transactions took place), is applicable in order effect/convert the margin requirement into the account’s base currency.

**Note:** Extreme market movements or events may require unscheduled update on the MR without prior notification.

## MARGIN REQUIREMENTS AND LEVERAGE RULES

Dynamic Leverage is a risk management tool that aims to minimize risks deriving from high volume trading since leverage is based per instrument by tiers instead of per account.

In particular, margin requirements are set per symbol and automatically adapt in cases where the net number of lots on open positions increases or decreases in the client’s account. This is done per trading instrument.

For more information on how the Company applies dynamic leverage, including, the maximum leverage offered by the Company per symbol asset class, please [click here](#).

## MARGIN CALL

Irrelevant of the leverage applied to clients’ accounts, the margin call is at 100%. Accounts on margin call should be supported with additional funds in order to maintain positions open. The Client has also ability of reducing exposure by closing and/or “hedging” open position, in order to increase the margin level and remove accounts from margin call status.

Please be informed that any new activity affecting exposure, which may lead accounts to a margin call or to a further decrease of margin if already in margin call, will not be permitted. This will be applied on Friday closings at 21:00 (Server time) or in cases of early closing due to market holidays, until markets re-open.



## STOP OUT/NEGATIVE BALANCE PROTECTION

For accounts being on Margin Call level, where margin level is less than 100%, the Company has the absolute discretion to begin closing positions starting from the most unprofitable one.

If the accounts are not supported with additional funds, nor the margin level within the accounts has increased by reducing open positions, and the accounts equity has decreased due to further losses on open exposure, then Stop Out might apply.

For accounts reaching the Stop Out level, at margin level less than 20% for all clients, and/or any other percentage specified during account opening, the Company will automatically close positions at the current market price starting from the most unprofitable one based on the Company's Best Execution Policy.

On the closing out of a transaction, if the closed position results in a positive balance, the Company will credit this amount to your account with us; however, if the closed position results in a negative balance, we will debit this amount to your account with us.

The Company shall not be held liable for any margin call or losses that the Client may suffer, including but not limited to losses due to Stop-out Level, if any trading benefit is withdrawn for any reason pursuant to the Company's trading terms included within this document and/or updated from time to time and found on the Company's website.

The Company shall ensure that losses will not exceed the total deposited funds per Clients' trading accounts based on the Negative Balance Protection applicable requirements. There can be no residual loss or obligation to provide additional funds beyond those in the client's trading accounts.

Any Negative Balance amount will be covered by the Company into the clients' trading account to bring the overall balance back to zero as soon as possible and prior to the Client depositing further funds in the relevant trading account.

## ROLLOVER/SWAP

Swap/Rollover charges are incurred when a trade is kept open overnight. Rollover or Swaps, depending on the positions held and the prevailing interest rates of the currency pair involved in a transaction, your Account may be credited or debited with financing. The operation is conducted at 23:59 (Server Time) and the resulting amount is automatically converted into your account Balance Currency.

Mondays, Tuesdays, Thursdays, and Fridays (Server Time), Swaps are charged once, but on Wednesdays are charged three times the size. Further information on Swaps can be found on our platform.

The Company charges its own interest rates, based on the overnight rate provided by our LPs. We update our rates as often as we deem necessary.

For trades that are opened and closed during the same day, no Rollover/Swap fees are applicable.

*Calculation of Swap per day for FX, Spot Metals and spot Indices: (Swap value) x (pip value in USD) x (no. of lots) = Swap amount*

*Calculation of Swap per day for CFD SHARES: (traded price of CFD SHARE) x (Swap value\*) x (no. of lots in shares) / 360 (days) = the Swap amount*

*As per the online trading platform.*

Rollover/Swap charges can be viewed through the Clients' Online Trading Platform.



In some occasions, FX and Spot Metals positions may not be subject to Rollover/Swap. In such occasions, storage charge may be applied to accounts. Opposite to Rollover/Swap, Storage is always a negative amount and is not affected by the direction of an open position (buy or sell). Storage is applied after a specified number of days (depending on the instrument) on a daily basis for positions held open overnight, except on positions held open on Fridays; where the charges are for 3 days' value.

**Note:** In cases Clients are found to be using abusing trading strategy, for the purpose of obtaining benefits, which are not in accordance with the terms of the agreement between the parties for opening and maintaining accounts with the Company. In such cases, where the Client is found to have used abusive trading and a swap/rollover was not charged, his accounts shall be subject to relevant corrections, i.e. backdated charge representing the adjustment.

## STORAGE

Storage is a charge applied to accounts, carrying open positions on Forex Currency pairs, Spot Precious Metals, CFD Shares and CFD in Spot Indices, which are not subject to Rollover/Swap.

Opposite to Rollover/Swap, Storage is always a negative amount, and it is not affected by the direction of an open position (buy or sell).

Calculation of the Storage charge per day: (Storage value) x (total no. Of lots) *(Both sell and buy, per instrument)* Storage value is converted into the base currency of the accounts.

### Notes:

- Storage charges are updated on a regular basis without prior notice to clients.
- Storage charges are applied to each position held open, not taking into consideration if positions are partially or "fully" hedged.
- The Company may apply Rollover/Swap, at any time if deemed necessary, on all transactions executed under accounts, irrelevant if the accounts was activated under the Storage" condition.
- The Company may change the predetermined period of time for the storage charge, without prior notice to clients.
- Storage is applied after a specified number of days (depending on the instrument) on a daily basis for positions held open overnight, except on positions held open on Fridays; where the charges are for 3 days' value.

## COMMISSIONS

Commission charges may vary, applicable to clients' accounts are displayed on clients' Portal or Website or Online Trading Platform.

## CURRENCY CONVERSION

Closed transactions on financial instruments, bearing profit/loss results in currency other than the base currency of clients' accounts, are subject to currency exchange between - 2% and + 2%.

## CFD SHARES/INDICES CORPORATE ACTIONS

### Dividend/Stock Split/Reverse Stock Split

Corporate actions may have an indirect impact on the price of the CFD Shares/Indices positions held open at the time of the action. Announcement on dividend distribution and/or stock split may require relevant adjustment to be made based on the outcome.

Carrying CFD Shares/Indices positions open on the “ex-dividend” day or corporate action day, the positions shall be subjected to cash adjustment related to the price difference of the CFD Share/Index specifically when holding exposure CFD Share/Index, the dividend amount shall be represented through the relevant correction. If client is holding Net long (buy) exposure he will be credited the dividend amount while If client is holding Net short (sell) exposure he will be deducted the dividend amount.

“Stock split”, the Client shall be subjected to the required adjustments on both, the number of lots carried open and the price of the CFD share, in accordance with the outcome of the “Stock split”. Margin adjustment may occur accordingly.

“Reverse stock split” usually have the opposite effect to those of dividend distribution or “stock split”, therefore, carrying “long” CFD SHARES positions open during the” reverse stock split”, may be subject to necessary adjustments.

## CHARTS

The information provided through the charting system is for informative purposes only, and it may differ from the prices offered for trading purposes. You should make sure that you understand that this are merely indicative, and one may not rely on this information and past performance does not guarantee future results.

## RISK WARNING

Trading leveraged products such as CFDs and foreign exchange (“FX”) carries a high degree of risk and may not be suitable for all investors. Before deciding to trade leveraged products, check the price of the underlying instrument.

## BINDING EFFECTS

The Client acknowledges and accepts to be bound by the provisions of these Trading Conditions and any amendment or variation thereof duly effected by the provisions of these Trading Conditions, without the need for notification from the Company.

The Client acknowledges and agrees that the first transaction in accounts, initiated by the Client, following a change to the terms and conditions of these Trading Conditions, shall constitute the 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 the Company shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by the Client and the Company respectively.