

# TERMS AND CONDITIONS

## 1-DEFINITIONS

In the agreement, unless the context requires, the following words shall be construed as follows:

Access Codes the email and password provided by the Client for accessing the Company's electronic systems.

Account Activity account details, including executed Transactions, Confirm actions of trades, swap interest credits/debits, cash balance, account equity, used Margin ratio, total realized and unrealized profit and loss, and the remaining amount available for trading.

Account Application the Application to Open an Individual, Joint or Business Trading Account form, which is completed by the Customer through the Website or provided to the Customer in hard-copy form.

Adviser an algorithm in the form of a program based on MT4, which is used to control a Trading Account and give instructions and requests to the Server via the Client Terminal.

Balance the total financial result of all Completed Transactions and deposit /withdrawal operations on the Trading Account and does not unrealized profits and losses.

Base Currency the first currency in the Currency Pair against which the Customer buys or sells the Quote Currency.

Bid the lower price in the Quote being the price at which the Customer may sell. The term Bid is synonymous with Sell.

Business Day any day between Monday and Friday, inclusive, on which the Federal Reserve is open in New York City.

Buy means Offer.

Buy Limit an Order to open a Long Position at a price lower than the price at the moment of placing the Order.

Buy Stop an Order to open a Long Position at a price higher than the price at the moment of placing the Order.

CFTC the United States Commodity Futures Trading Commission.

Client Terminal the MT4 Pro program, which is used by the Customer to obtain information on financial markets (which content is defined by Tcpmarkets) in real-time, make Transactions, view account equity, place Orders, as well as to receive notices from Tcpmarkets.

Complaint (a) a conflict situation where the Customer reasonably believes that Tcpmarkets as a result of any action or failure to act has breached one or more terms of the Terms of Business; (b) a conflict situation when Tcpmarkets reasonably believes that the Customer, as a result of any action or failure to act, has breached one or more terms of the Terms of Business; (c) a conflict situation where the Customer makes a deal at an Error Quote/Spike, or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Customer because a Dealer made a Manifest Error or because of a software failure of the Trading Platform; (d) a Trading Dispute; or (e) any other issue relating to fair and ethical trading through Tcpmarkets or the Trading Platform.

Completed Transaction two offsetting positions of the same volume.

Contract Specifications principal trading terms (such as Spread, Lot Size, Leverage, Initial Margin and trading hours) for each Instrument.

Currency Pair a quotation of two different currencies, which is based on the change in the value of one currency against the other.

Customer, a legal entity or an individual is a party to the Customer Agreement with Tcpmarkets in respect of making Transactions, subject to Margin Trading.

Customer Agreement the agreement between Tcpmarkets and the Customer, which together govern the terms on which Tcpmarkets deals with the Customer.

Dealer an employee of Tcpmarkets who is authorized to execute the Customer's Orders.

Equity Balance + Floating Profit – Floating Loss. Equity is also referred to as net liquidation value.

Error Quote/Spike an error Quote including, but not limited to, the following characteristics: (a) a significant Price Gap or Spread gap; (b) in a short period of time, the price rebounds with a Price Gap or Spread gap; (c) no rapid price movements at the time of the Quote; and (d) before and immediately after the Quote provided it appears that no important macroeconomic indicators and/or corporate reports are released.

An event of Default has the meaning given in paragraph 17.2 of the Customer Agreement.

The fast Market rapid movement is on the market for a short period of time often causing Price Gaps. Generally, it occurs immediately before or after an important event which influences price movements, including (a) releases of main macroeconomic indicators on global economies, which have great impact on the financial market; (b) central banks decisions on interest rates; (c) press conferences and speeches of the central banks heads, heads of state, financial ministers and other significant announcements; (d) interventions; (e) terror attacks; (f) natural disasters or other acts of God which cause the announcement of the state of emergency (or other restrictive measures) on the affected territories; (g) war or any other military actions; or (h) political force majeure: dismissal or appointment (including electronic results) of the government executives.

FIFO Rule 'first in, first out' or a rule which requires that the position which was first opened be the first position closed when multiple positions are held in the same Currency Pair.

Floating Loss current or unrealized loss on Open Positions calculated at the current Quotes. Floating Profit current or unrealized profit on Open Positions calculated at the current Quotes. Forex means foreign exchange.

Force Majeure Event the following: (a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in Tcpmarkets's reasonable opinion, prevents Tcpmarkets from maintaining an orderly market in one or more of the Instruments; (b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which Tcpmarkets relates its Quotes; or (c) the imposition of limits or special or unusual terms on the trading in any such market or on any such event. Free Margin funds on the Trading Account, which may be used to open a position. It is calculated as Equity less Margin.

**Initial Margin** the margin required by Tcmarkets to open a position. The details for each Instrument are in the Contract Specifications. **Instant Execution** the mechanism of providing Quotes to the Customer without a prior request. The Customer may make a Transaction anytime the Customer sees the Quotes Flow, provided by Tcmarkets, in real-time. **Instrument** any Currency Pair.

**Leverage** the use of Margin to increase potential returns. Leverage is generally referred to as a ratio relating to the Transaction Size and Margin (for example, a 1:20, 1:25, 1:40, 1:50, or 1:100 ratio). A 1:100 ratio means that, in order to open a position, the Margin required is one hundred times less than the Transaction Size. **Limit Order** an Order to buy or sell at a set quantity at a specified price or better. **Long Position** a Buy position that appreciates in value if market prices increase. **Lot** means a unit of Base Currency in the Trading Platform.

**Lot Size** the number of units of the underlying assets or Base Currency in one Lot defined in the Contract Specifications. **Manifest Error** an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in respect of the prices which are significantly different from the market prices. **Margin** the margin required by Tcmarkets to maintain an Open Position. The Margin applicable to each Instrument is specified in the Contract Specifications. **Margin Level** the percentage or ratio of Equity to Necessary Margin. It is calculated as (Equity / Necessary Margin) multiplied by 100%. **Margin Trading** Leverage trading when the Customer may make Transactions having far fewer funds on the Trading Account in comparison with the Transaction Size. **Market Opening** the time at which the market opens after weekends, holidays or trading sessions time gaps. **Market Order** an Order to buy or sell which is immediately executed at the current market price. **NFA** the United States National Futures Association.

**Normal Market Conditions** the market where there are no: (a) considerable breaks in the Quotes Flow in the Trading Platform; (b) fast price movements; and (c) Price Gaps. **OCO (or One Cancels Other)** the submission of two Orders where, if one Order is executed, the other Order is immediately canceled. **Offer** the Ask price or the higher price in the Quote being the price at which the Customer may Buy. The term Offer is synonymous with Buy. **Open Position** a Long Position or a Short Position which is not a Completed Transaction. **One-Click Trading** an execution-style where a Market Order can be immediately placed, confirmed and executed by clicking one time the Offer or Bid price listed for the Currency Pair.

**Order** an instruction from the Customer relating to opening, offsetting/closing, modifying, and deleting or otherwise executing a position on the Trading Platform. **Order ID** the unique identification number assigned to each Order placed through or on the Trading Platform. **Order Reference Guide** the guide containing information about the Order types available on the Trading Platform. This information is displayed on <https://www.Tcmarkets.com/> **OTC** the over-the-counter market where contracts are not traded on an organized exchange.

**Payment Instructions** details for depositing funds to the Trading Account. Payment Instructions can be found on Tcmarkets Web site.

**Pending Order** a resting order or an instruction to open a position once the price has reached the level of the Order. **Price Gap** a considerable amount of price distance within an Instrument. **Quote** the current price for a specific Instrument in the form of Bid and Offer prices. **Quote Currency** the second currency in the Currency Pair which can be bought or sold by the Customer for the Base Currency.

**Report/Trade Summary** the file created by the Server, which records accurately to a second all Orders sent by the Customer to Tcmarkets as well as the results of their execution. **Risk Disclosure Statement** the risk disclosure statement included in paragraphs 1 and 2 of Sell means Bid.

**Sell Limit** an Order to open a Short Position at a price higher than the price at the moment of placing the Order. **Sell Stop** an Order to open a Short Position at the price lowers than the price at the moment of placing the Order. **Server** the MT4 Pro server program. This program is used to execute the Customer's Orders and provide trading information in real-time mode (the content is defined by Tcmarkets), subject to the mutual liabilities between Customer, the Forex Customer Agreement and its Terms. **Services** the services provided by Tcmarkets to the Customer as set out in the Agreement. **Short Position** a Sell position that appreciates in value if market prices fall. **Spread** the difference between Bid and Offer.

**Stop Limit** an Order which becomes a Limit Order after a price specified by the Customer has been reached or passed. **Stop Loss** a Pending Order which becomes a Market Order if the Bid or Offer for a Currency Pair reaches the predefined stop price. This Order Type is designed to limit a trader's loss on a position. **Stop Order** an Order to buy or sell a certain quantity if a specified price (the stop price) is reached or passed. The Order becomes a Market Order once the stop price specified is reached. **Stop Out** offsetting/closing Open Positions without the consent of the Customer or without any prior notice to the Customer where there are insufficient funds to maintain the Open Positions.

**Storage Swap** the funds are withdrawn or added to the Client's account for the prolongation (transfer) of an open position to the next day.

**Streaming Quotes** the stream or flow of Quotes in the Trading Platform for each Instrument. **Take Profit** an Order to close a previously opened position at the price more profitable for the Customer than the price at the moment of placing the Order. **Terms** have the meaning set forth in paragraph 1.1 of Exhibit A, Terms of Business for MT4 Pro.

**Thin Market** the market in which the Quotes in the Trading Platform are rare as opposed to the Normal Market Conditions. **Trading Account** the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/ withdrawal transactions in the Trading Platform. **Trading Dispute** a complaint or grievance relating to a Transaction or trade submitted, deleted, modified, offset/closed or executed on the Trading Platform or otherwise handled by Tcmarkets. **Trading Platform** all programs and technical facilities which: (a) provide real-time Quotes; (b) allow Transactions to be made; (c) allow Orders to be placed, modified, deleted, offset and executed; and (d) calculate all mutual obligations between the Customer and Tcmarkets. The trading platform consists of the Server and the Client Terminal. **Trailing Stop** a complex Stop Loss Order where the Stop Loss price is set at a fixed percentage or number of points below the market price. On a Buy Order, if the market price rises, the Stop Loss price rises proportionately. If the price falls, the Stop Loss price does not change. **Transaction** any type of transaction effected in the Client's trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trade s, Transfers between other accounts which belong to the Client or an authorized representative. **Transaction Size** Lot Size multiplied by the number of Lots.

## 2-Communication

### 2.1. Transmission of Reports, Statements, Notices, and Other

Communications. Reports, statements, notices and any other communications from Tcmarkets will be made available by display electronically via Tcmarkets Trading Platform, or may be transmitted electronically via e-mail or sent to the mailing address listed in the application, via U.S. mail or to such other address as the Customer may from time to time designate in writing to Tcmarkets. All communications so made available or sent, whether by mail, display electronically, telegraph, messenger, e-mail, fax or otherwise, shall be deemed transmitted by Tcmarkets when deposited in the United States mail, or when received by a transmitting agent or posted in Tcmarkets Trading Platform or Website and are thus available for the Customer's electronic access, or when e-mailed or faxed, and will also be deemed delivered to the Customer personally, whether actually received or accessed by the Customer or not. The Customer shall notify Tcmarkets immediately of any change in the Customer's address by e-mail to support@Tcmarkets.com. All communications sent by the Customer shall not be deemed effective until accepted by Tcmarkets.

2.2 Consent to Other Communications. The Customer expressly invites Tcmarkets, for the purpose of marketing financial services and products, from time to time, to make direct contact with the Customer by telephone, facsimile or otherwise. The Customer consents to such communications and agrees that the Customer will not consider such communication a breach of any of the Customer's rights under any relevant data protection and/or privacy regulations. The Customer may opt out of receiving such communications by sending Tcmarkets an e-mail at support@Tcmarkets.com

### 3- RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT

3.1 The Company reserves the right to use, employ or appoint third qualified and duly trained person for the purpose of mediating in the execution of orders and the conclusion of transactions for the Client.

3.2 The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand, itself and its associated persons and clients and on the other hand, between its clients. However, the Company draws the Client's attention to the following possibilities of a conflict of interest.

3.3 The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to, might:

Enter itself into an agreement with the Client in order to execute his Order; Be an issue of the Financial Instruments in which the Client wishes to conclude a transaction act on its behalf and/or for another client as a purchase and/or seller and may have an interest in the Financial Instruments of the issuer in which the Client wishes to conclude a transaction; Act as the market maker, consultant, and investment manager and/or have any trading or other relationship with any issuer; Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client's Orders are forwarded to the Company for execution.

## 4- Client Classification

For the purposes of the services provided by Tcmarkets under these Terms of business, we will act as principal and not as agent on your behalf. We shall treat you as a Retail Client, subject to the following:

a-if you satisfy the definition of Professional Client or Eligible Counter-party, we may notify you that we will treat you as such and the terms detailed in Schedule 1 shall apply; and

b- You may request a different client classification from the one we have allocated to you, but please be aware that we may decline such a request. If you do request a different categorization and we agree to such a request, you may lose the protection afforded by certain FSA Rules, a summary of these lost protections can be found in Schedule 1. This may include, but is not limited to:

- I- The requirement for us to act in accordance with your best interests;
- II- Our obligation to provide appropriate information to you before providing our services;
- III- The restriction on the payment or receipt by us of any inducements;
- IV- Our obligation to achieve the best execution of your orders if you are classified as an Eligible Counter-party only;
- V- The requirement to implement procedures and arrangements which provide for the Prompt, fair, and expeditious execution of your orders;
- VI- Our obligation to ensure that all information we provide to you is fair, clear and not misleading; and
- VII- the requirement that you receive from us adequate reports on the services provided to you.

### 5- IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

5.1. Tcmarkets recognizes that the USA PATRIOT Act, as amended from time to time (the "Act"), imposes important obligations on all financial firms for the detection, deterrence, and reporting of money laundering activities. Under the Act, money laundering is defined as any financial transaction using income derived from criminal activity including, but not limited to, drug trafficking, fraud, illegal gambling, and terrorism. Tcmarkets has established the following policies to ensure compliance with all laws and regulations regarding money laundering.

5.2. Prior to the opening of any new Trading Account, Tcmarkets will document the identity, nature of business, income, the source of funds, and investment objectives of each prospective customer. Therefore, Tcmarkets will request the Customer's driver's license number, passport number and may request copies of the Customer's identifying documents.

5.3. On an on-going basis, Tcmarkets will review Trading Account activity for evidence of transactions that may be indicative of money laundering activities. This review may include surveillance of: (a) money flows into and out of Trading Accounts, (b) the origin and destination of wire transfers, (c) non-economic transactions, and (d) other activity outside the normal course of business. Every officer, employee and associated person of Tcmarkets is responsible for assisting in the firm's efforts to uncover and report any activity that might constitute, or otherwise indicate or raise suspicions of, money laundering. To this end, Tcmarkets provides continuing education and training of all such persons.

5.4. Tcmarkets will comply with all trade and economic sanctions imposed by the U.S. Office of Foreign Assets Control against targeted foreign countries and shall cooperate fully with government agencies, self-regulatory organisations, and law enforcement officials. As provided by the Act, Tcmarkets may supply information about former, current or prospective customers to such bodies.

## 6-CLIENT ACCOUNTS

6.1 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services as in paragraph 2, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account with any bank, other institution or any electronic payment providers/processors used to accept funds which the Company shall specify from time to time ("the 'Bank Account').

6.2 The Client has the right to withdraw the funds, which are not used for margin covering, free from any obligations from his sub-account without closing the said sub-account.

6.3 Money transfer request (withdrawal from the trading account) is processed within three working days after receiving from the Client transfer request instructions. Then the transferring amount reduces the balance of the Client's sub-account when the transfer request process is concluded. The Company reserves the right to decline a withdrawal request if the request is not in accordance with paragraph 7.9 or delay the processing of the request if not satisfied on full documentation of the Client.

6.4 The Client agrees to pay any incurred bank transfer fees/charges charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process when withdrawing funds from his sub-account to his designated account held in any of the providers specified in paragraph 7.1 above. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong.

6.5 The Client agrees that any amounts sent by the Client or on the Client's behalf in the Bank Accounts, will be deposited (credited) to the Client's trading account at the value date of the payment received and net of any charges / fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's trading account, otherwise, the Company reserves the right to refund/send back the net amount credited to the account by the same method as received. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.