



# Terms of Business

**Futures & Options ETD**

**Tickmill UK Ltd**

March 2021



**This document sets out the relationship between you and us in relation to services we provide you. Please read it and all the accompanying documents carefully. If there is anything in the documents you do not understand, please contact us as soon as possible or seek independent professional advice. Remember that investing in and dealing in the financial markets is risky and it is possible to lose some or all of your capital. Investing and dealing in Leveraged Instruments such as foreign exchange, contracts for differences, options, futures and certain types of listed securities carries a higher level of risk - it is possible to lose the whole of your initial investment or margin and you may end up owing more and sometimes your potential losses can be unlimited.**

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## 1. INTRODUCTION AND RISK WARNING

- 1.1 Tickmill is a trading name of Tickmill UK Ltd (the “Company”, “us”, “we”, “our”, “ours” or “ourselves” or “TMUK” as appropriate) and is authorised and regulated by the Financial Conduct Authority (“FCA”) for the conduct of investment business with registration number 717270. The FCA’s registered office is at 12 Endeavour Square, London, E20 1JN.
- 1.2 The Company’s Principal and Registered Office is at 3rd Floor, 27 - 32 Old Jewry, London EC2R 8DQ (registered company number 09592225). We can be contacted by email at [clientservices@tickmill.co.uk](mailto:clientservices@tickmill.co.uk).
- 1.3 These Terms contain terms of the contract between you and Tickmill UK Ltd under which we will provide services to you. Our agreement with you consists of these Terms, our Risk Warning Notice, our Best Execution Policy, any terms that govern use of our website, and any other terms that we may enter into with you from time to time with respect to our services. You should read these Terms and all other documents comprising our agreement with you carefully. These Terms are legally binding and supersede any previous agreement between us in relation to the services we provide you.
- 1.4 These Terms come into effect on the day we open your Account or, for subsequent versions, as notified to you in accordance with this Clause. It is a condition of opening an Account with us that you agree to be bound by these Terms. These Terms can only be amended in writing and except where changes are required by law or regulation require us to act sooner, we shall give you at least 15 Business Days written notice of any change to them. By dealing with us or continuing to deal with us on or after the date we have notified to you of these Terms coming into effect you are deemed to have accepted these Terms.
- 1.5 Capitalised terms used in these Terms are explained in the Glossary in Schedule A or within the clause in which they are used.
- 1.6 These Terms and all Transactions are always subject to Applicable Laws and Regulations. This means:
- if something in these Terms conflicts with any Applicable Laws and Regulations, the Applicable Laws and Regulations will prevail.
  - any action we take or omit to take in compliance with any Applicable Laws and Regulations shall be binding on you and shall not create any liability for us or any of our Employees; and
  - nothing in these Terms shall exclude or restrict any duty or obligation of ours under Applicable Laws and Regulations.
- 1.7 These Terms are supplied to you in English and we will communicate with you in English.
- 1.8 Trading on Margin and in Leveraged Instruments is risky. Please read the Risk Warning Notice in Schedule B very carefully before opening your Account and entering into any Transactions. A Summary Risk Disclosure is also available on our website. You should always remember that:
- you should not trade unless you are able to bear the possible risk of loss, which may be the whole amount of your investment and substantially more.
  - in some Transactions you may be exposed to unlimited losses.
  - you need to monitor your positions and ensure sufficient funds are available to cover margins; and
  - if using an Electronic Service, you must ensure you are fully conversant with its terms of use and mode of operation, including its order types and characteristics.

## 2. YOUR RIGHT TO CANCEL

- 2.1 You have the right to cancel your agreement with us up to 14 days from the day on which these Terms first come into effect. To exercise your right of cancellation, you must notify us in writing within 14 days of the day on which these Terms first come into effect. On receipt of your notice of cancellation, we will seek to return to you all money that we have received from you within 30 days of the date we receive your notice of cancellation. You should be aware that your right to cancel does not apply to any Transactions which have concluded or any Open Transactions that we have entered into with you, or any other services that we have otherwise provided to you, within 14 days of the date on which these Terms first come into effect, and any amounts due in connection with such Open Transactions will be settled in accordance with the relevant provisions of these Terms.

### **3. CLIENT CATEGORISATION**

- 3.1 The FCA Rules require us to classify each client as one of:
- a) an Eligible Counterparty.
  - b) a Professional Client; or
  - c) a Retail Client.
- 3.2 We will treat you as a Retail Client for purposes of the FCA Rules, unless we have informed you otherwise in writing that we shall treat you as a Professional Client or an Eligible Counterparty. You are entitled to request a different categorisation to that which we have notified to you, but you acknowledge and agree that we are not required to accept such a request. If we categorise you as a Professional Client or an Eligible Counterparty or we categorise you as a Retail Client and you make a request to us to be classified as a Professional Client and we accept that request, you acknowledge that you will lose the protections afforded to Retail Clients under Applicable Laws and Regulations. If you make a request to change your client categorisation status, we will contact you to provide further detail on that process and the types of information we may need from you in order to assess that request.
- 3.3 Where you are classified as an Eligible Counterparty, we may require you to enter into additional documentation with us that supplements these Terms and you acknowledge and agree that you will be required to comply with such additional documentation in order to be treated by us as an Eligible Counterparty.

### **4. DEALINGS BETWEEN US AND ABSENCE OF ADVICE**

- 4.1 These Terms govern the basis upon which we will enter into Transactions with you and each such Transaction shall be governed by these Terms.
- 4.2 Unless otherwise agreed between us in writing, we will act on a matched principal basis, when entering into Transactions with you under these Terms. We will not act as an agent on your behalf when executing Transactions under these Terms, nor will we enter into a Transaction with you that we cannot match with another counterparty.
- 4.3 You will act as principal and not as agent, attorney, or representative for any other person in respect of a Transaction. Therefore, unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you are directly and personally responsible for your obligations under a Transaction.
- 4.4 When you enter into a Transaction under these Terms you will be dealing with us as principal and not dealing on a Market with any other counterparty, even if we may execute your Transaction by entering into a matching Transaction on a Market. In opening an Account and agreeing to these Terms, you expressly consent to us entering into Transactions with you in a regulated market or a multilateral trading facility.
- 4.5 We shall owe our obligations under these Terms exclusively to you and, unless we have agreed otherwise in writing, we shall owe no obligations to any other party in connection with the provision of our services.
- 4.6 You will enter into Transactions with us on an execution-only basis. We will not provide financial, legal or tax advice and will therefore not advise you about the merits of any Transaction. In addition, we shall not at any time be deemed to be under any duty to provide such advice and you will not be entitled to ask us for such advice. Unless otherwise agreed with us in writing, we are under no obligation to satisfy ourselves as to the suitability for you of any Transaction entered into or contemplated by you, or, to monitor or advise you of the status of any Transaction.
- 4.7 Accordingly, you agree that you will rely on your own judgement (assisted by such third party independent advice as you consider you need) for all investment decisions and that we are not responsible for any investment decisions you make or for advising on them. You also agree to monitor your positions closely to ensure you can make your own decisions.

### **5. OUTSOURCING**

- 5.1 We may use external service providers in order to provide you with services under these Terms. Such external service providers may include Associates or other third parties who may be based and

operating from outside the EU or EEA. You acknowledge and agree that you have no rights against such external service providers under these Terms, nor shall such external service providers owe you any obligations under these Terms. You agree that we may share certain information about you, your Transactions and the services we provide to you under these Terms to such external service providers so as to facilitate the provision of services by those service providers to us.

## 6. COMMUNICATIONS

- 6.1 You may communicate with us:
- a) by email to an email account designated by us for that purpose or electronically through an Electronic Service using the means designated for that purpose; and / or
  - b) orally, including by telephone to a telephone number designated by us for this purpose.
- 6.2 You authorise us to communicate with you at any time whatsoever about matters in relation to your Account.
- 6.3 Where you are required to communicate with us in writing under these Terms, such communication should be made by way of email to [clientservices@tickmill.co.uk](mailto:clientservices@tickmill.co.uk).
- 6.4 Any Orders must be communicated to us in accordance with Clause 18 and we will not accept any Orders otherwise than in accordance with Clause 18 unless we have agreed with you otherwise in writing.
- 6.5 We may communicate with you by telephone, letter, email, text message or web chat, and, through an Electronic Service. We will use the address, telephone number or email address provided on your account opening application or, as subsequently notified by you to us according to the procedure established by us for such amendments. You agree to ensure we are promptly notified of any changes to these details. We shall not be liable for any losses or damages incurred by you as a result of our sending of communications to outdated contact details in circumstances where you have not communicated the updated contact details to us.
- 6.6 You specifically agree to receive documents and notices from us, including notices of amendments to these Terms, in electronic form, including via email but not limited to and through an Electronic Service.
- 6.7 Communications made by us shall be deemed to have been delivered to you: if emailed, one hour from us transmitting the email, and if made via an Electronic Service, on the same Business Day as that communication is made.
- 6.8 You agree that we may record any telephone conversations between you and us and record any other communications that may occur between us from time to time in connection with the services. Any recordings shall be and will remain solely our property and will be accepted by you as conclusive evidence of the conversations so recorded or the communications that occurred. You agree that the Company may deliver copies of all transcripts of such recordings and / or copies of other correspondence to any court, regulatory or government authority as may be required from time to time.

## 7. PROVISION OF INFORMATION

- 7.1 Any information provided to you on our website or through an Electronic Service, at any training events or otherwise is generic and must not be treated as advice that is suitable for you or is based on a consideration of your personal circumstances. If you are ever in any doubt, we recommend that you obtain independent professional advice from a suitably qualified adviser on any financial, legal or tax matter before entering in to a Transaction with us.
- 7.2 Where we provide Market Information, we give no representation, warranty or guarantee as to its accuracy or completeness. The provision of Market Information does not comprise part of the services to which these Terms relate, and we do not owe any obligations to you under these Terms with respect to the provision of such Market Information. You acknowledge and agree that you use such Market Information at your own risk and that you are solely responsible for the actions that you choose to take or not take, including any Transactions you choose to enter into, on the basis of the Market Information. Any Market Information provided is made available to you for information purposes only and should not in any way be construed as the provision of advice by us to you.

7.3 We may require you to provide information to us in order to allow us to satisfy our obligations under these Terms and / or under Applicable Laws and Regulations. You agree to provide all such information that we may reasonably request of you for purposes of satisfying our obligations under these Terms and / or Applicable Laws and Regulations. We may need to make certain that this information is available to third-parties, such as regulatory authorities, to comply with our obligations under Applicable Laws and Regulations and you agree that we are entitled to make disclosures of such information as required in these circumstances. You agree that we may provide you with any Key Information Document via our website.

## **8. DATA PROTECTION AND CONFIDENTIALITY OF YOUR INFORMATION**

8.1 You confirm you have read and agree to our Privacy Policy. This can be found on our website.

8.2 Subject to the following we will treat all information we hold about you as private and confidential, even when you are no longer a client. You agree, however, that we and other companies in our group may:

- a) use your information to administer and operate your Account and monitor and analyse its conduct, provide services to you, assess any credit limit or other credit decision (and the interest rate, fees and other charges to be applied to your Account) and enable us to carry out statistical and other analysis;
- b) disclose your information to other companies in our group; those who provide services to us or act as our agents; anyone to whom we transfer or propose to transfer any of our rights or duties under these Terms; credit reference agencies or other organisations that help us and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks; where we are required to do so by Applicable Laws and Regulations to disclose information; at your request; or with your consent (and in the case of a joint account, we may disclose to any of you information obtained by us from any of you in relation to the Account);
- c) use your information, unless you have told us that you do not wish us to do so, to inform you (by telephone, email or other medium, using the contact details you have given us) about products and services offered by us, other companies in our group or selected third parties which we believe may be of interest to you; and
- d) transfer your information to any country, including countries outside the European Economic Area which may not have strong data protection laws, for any of the purposes described in this clause.

8.3 You have rights of access to some or all of the information we hold about you, to have inaccurate information corrected and to tell us that you do not wish to receive marketing information, under data protection law. If you wish to exercise any of these rights, please contact [clientservices@tickmill.co.uk](mailto:clientservices@tickmill.co.uk).

## **9. BASE CURRENCY**

9.1 The Base Currency for your Account will be one of GBP, USD, EUR or CHF, as agreed in writing between you and us.

9.2 You acknowledge that Transactions may be denominated in a currency other than your Base Currency, and any profits or losses that arise from Transactions you enter into under these Terms may not be in your Base Currency. We may convert the value of any profits and losses for transactions denominated in a currency other than your Base Currency into your Base Currency at certain periods as deemed necessary, by either party. Similarly, to the extent that any fees or charges arising on your Account are not in your Base Currency, we may convert those fees and charges into your Base Currency. You may be exposed to currency risk caused by changes in prevailing exchange rates, particularly where you choose to trade Instruments that are not denominated in your Base Currency. You acknowledge and agree that it is your responsibility to manage this risk and that we are not liable for any losses that you may suffer as a result.

## **10. YOUR MONEY**

- 10.1 As a Retail Client, we shall treat money received from you or held by us on your behalf as Client Money in accordance with the Client Money Rules. This money is held in pooled client bank accounts at third party banking institutions which we select in accordance with the Client Money Rules. Your money is separate from our own and cannot be used by us in our business. We will not be liable to you for the acts, omissions, or insolvency of any third-party banking institution with which we deposit Client Money in accordance with this Clause 10.1.
- 10.2 We may hold Client Money in a third-party banking institution that is not located in the European Economic Area. The legal and regulatory framework applying to any such third party banking institutions may differ to that which applies in the European Economic Area, and in the event of an insolvency of one of such third party banking institutions, your money may be treated differently than would be the case if it was held by a third party banking institution in the European Economic Area.
- 10.3 We can make payments out of such Client Money (i) to us in respect of all sums due from you to us under these Terms; and (ii) to a relevant counterparty to facilitate the entering into or close out of a Transaction by you under these Terms.
- 10.4 We may also make payments or allow another person, such as an exchange, clearing house or intermediate broker, to hold or control Client Money (a) for the purposes of a Transaction for you with or through that person; or (b) to meet our obligation to provide collateral for a Transaction or in relation to a Transaction matching or relating to a Transaction with you (for example where margin is required). We are not responsible for the acts or omissions of these third parties, or any loss those acts or omissions cause provided that any such loss has not occurred due to our negligence or a material breach by us of these Terms.
- 10.5 We do not pay interest on any balances of Client Money held by us and you acknowledge and agree that, by entering into these Terms, you waive any right or claim to interest arising on any Client Money we hold for you in connection with the services provided under these Terms.
- 10.6 You agree that we may cease to treat any money held on your behalf as Client Money and pay it away to a registered charity if you have no Open Positions and have not placed a Transaction in the previous six (6) years and there is no other activity on your Account (disregarding any payments or receipts, charges or similar items), and we do not receive a response within 28 days of writing to you at the last known email address we hold for you informing you of our intention to no longer treat such money as Client Money. Such money will, however, remain owing to you and we will make and retain records of all balances released as Client Money under this Clause 10.6 and will undertake to pay you an equivalent sum of money to the value of money paid away under this Clause 10.6 if you make a claim to recover such money in the future.
- 10.7 You agree that we may transfer Client Money to a third party in connection with a transfer of part or all of our business, provided that any Client Money so transferred will be held by that third party in accordance with the Client Money Rules or, if such Client Money is not to be held in accordance with the Client Money Rules, we will exercise all due skill, care and diligence in assessing whether that third party to whom the Client Money will be transferred will apply adequate measures to protect that Client Money.
- 10.8 Where we have categorised you as a Professional Client or an Eligible Counterparty in accordance with Clause 3, you acknowledge and agree that, as permitted by Applicable Law and Regulations, we will acquire full ownership of any monies transferred by you to us in connection with these Terms and will hold all such monies for purposes of securing your present, future, actual, potential or contingent obligations. You acknowledge and agree that such money will not be held by us as Client Money and that money will be available to us for use in our business. You will rank as a general creditor of us in respect of this money in the event of our insolvency. We may require you to enter into a written title transfer collateral agreement in relation to these arrangements.

## **11. FEES AND CHARGES**

- 11.1 You shall pay our fees and charges as notified to you from time to time, any taxes imposed by any competent authority on any account opened or Transaction effected by or cleared for you; any fees or other charges imposed by a Market or any clearing organisation; interest on any amount due to us at the rates then charged by us (and which are available on request); and any other value added or other applicable taxes of any of the foregoing, including any withholding tax. We will notify you of our current

charges via our website. We will provide you with at least 15 Business Days' notice of any alteration to our charges.

- 11.2 All amounts due to us under these Terms are due immediately on our demand.
- 11.3 Payments shall be made in such currency as we may from time to time specify and must be made to the bank account designated by us for such purposes. All payments shall be made by you without any deduction or withholding. You shall remain liable for any administrative costs and charges incurred in the process of making payments to us.
- 11.4 We may receive remuneration from, or share charges with, an Associate or other third party in connection with Transactions carried out on your behalf.
- 11.5 We are entitled to deduct or withhold from any payment made under the Terms or credited to your Account, any tax required by law to be deducted or withheld from any such payment or credit.
- 11.6 Your tax treatment may differ according to your personal circumstances and the tax legislation in your jurisdiction (which may change). You may also be liable for other taxes and charges that are not imposed by us, including bank fees for transfers of money or assets, and fees to internet and telephone service providers. You are solely responsible for the timely payment of such taxes and charges. You should seek independent advice if you are in any doubt as to what further taxes and charges may apply to you as a result of your trading activities.

## **12. PAYMENTS AND WITHDRAWALS**

- 12.1 You are responsible for making payments to us which are required, from time to time, under these Terms or as required by Applicable Laws and Regulations, including any payments required:
  - a) to keep the Account Value above the sum of the Margin Requirements on your Open Transactions.
  - b) to clear any negative Account Value;
  - c) to pay our fees and charges as detailed in Clause 11; and / or
  - d) to satisfy any Margin Requirement.
- 12.2 The procedures setting out our accepted payment methods and the costs involved, instructions on how to make and correctly designate payments, and the timings for receipt of payments will be available on the website, an Electronic Service or our customer services team upon request.
- 12.3 We may reject any payment that is not made in accordance with these Terms and with Applicable Laws and Regulations.
- 12.4 Payments will be accepted from you only where they are in respect of a bank account held in your name, and the payment has originated from you. If there is any inconsistency between your name (as supplied to us by you) and the name on the source account from which the payment originates, the payment may be rejected and returned to the source account. In any case, payments will only be deemed to have been received by us once the money has been received as cleared funds and is shown on an Electronic Service as having been received by us or credited to your Account.
- 12.5 You are responsible for any costs incurred in the process of making any payment to your Account (e.g. transaction costs).
- 12.6 If we are holding an amount on your behalf as Client Money which exceeds your Margin Requirements, you may make a request to withdraw money up to that amount from your Account, subject to the other provisions of these Terms and Applicable Laws and Regulations. Details on how to make withdrawals are available on our website or via an Electronic Service.
- 12.7 Unless we agree otherwise in writing, or to comply with Applicable Laws and Regulations, we will generally only accept a request for a withdrawal of money from your Account that is given directly by you and we will not accept any request for a withdrawal given by any other person. In addition, withdrawals will only be processed by us where the destination for the money being withdrawn is the same as the origin of your payment or payments to us, unless (and subject to our approval) you have notified us in writing that your payment details have changed.
- 12.8 Under certain circumstances there may be a delay in processing your payment or a withdrawal, including where such delay is due to the time it takes for our systems to process the payment or withdrawal, to circumstances outside our control or to an issue in relation to your payment or withdrawal that we may be attempting to resolve to comply with Applicable Laws and Regulations.
- 12.9 We may in our reasonable discretion refuse or delay giving effect to your request for a withdrawal (in whole or in part) if we reasonably consider that:
  - a) this money is required to cover any costs, realised losses, Margin Requirements, or net unrealised losses in respect of your Open Transactions.

- b) this money may be required on your Account to meet a payment obligation that is due or reasonably likely to fall due within the next five (5) Business Days.
- c) we are required to do so under Applicable Laws and Regulations or reasonably suspect that there has been a breach of Applicable Laws and Regulations; or
- d) there is an unresolved dispute, disagreement or query between us and you in connection with these Terms.

### **13. RIGHT OF DEDUCTION AND SET OFF, NETTING**

- 13.1 We may deduct, from any of your money held by us, any money due to us under these Terms, or required to be deducted by Applicable Laws and Regulations (including for tax purposes).
- 13.2 In addition to any other right we have to withhold a withdrawal from your Account or make a Deduction we may, at any time at our discretion and without notice to you, apply any positive balance on any Account of yours or on any money due to you from us against any money due to us (or any of our Associates) from you.
- 13.3 If at any time you owe us and we owe you the same amount of money in the same currency, then both your and our such obligation will each be automatically satisfied and discharged.
- 13.4 If at any time you owe us and we owe you a different amount of money in the same currency, then whichever of you or us that owes more may pay the excess to the other party and both your and our obligations in that currency will be satisfied and discharged.
- 13.5 For the purposes of exercising our rights under this clause, Tickmill will determine the rate to convert the relevant cash balances and any money due to you or us into the same currency.

### **14. MARGINING ARRANGEMENTS**

- 14.1 Where you enter a Transaction in respect of a Leveraged Instrument, for example, a futures contract, you will be subject to a Margin Requirement. A Margin Requirement may be a fixed amount or may vary according to the valuation of the Transaction from time to time. We are entitled to apply new Margin Requirements to new Transactions and Open Transactions. Details of how we calculate Margin Requirements are available on our website. The specific Margin Requirement for any Transaction, including the ongoing Margin Requirement for Open Transactions, will be provided to you via an Electronic Service. You are required to pay to us the relevant Margin to satisfy your Margin Requirement within the timeframes that we notify to you.
- 14.2 When you propose to enter a Transaction, we may determine whether your Account Value is sufficient in order to meet the Margin Requirement for the Transaction. If your Account Value is lower than the Margin Requirement for the proposed Transaction, we have the right, but not the obligation, to refuse to enter the Transaction with you or to require the immediate payment of further Margin to cover the Margin Requirement. You may be required to deposit more Margin if a Transaction moves against you. We are under no obligation to keep you informed as to your Margin Requirement and it is your responsibility to monitor your Transactions and any associated Margin Requirement via an Electronic Service. Your obligation to deposit more Margin in respect of any Transaction will be binding on you regardless of whether we give you notice of an increase in your Margin Requirement. You acknowledge and agree that it is your responsibility to ensure that your Account Value is sufficient to address your aggregate Margin Requirement across your Open Transactions. Where you are required to deposit more Margin to ensure that your Account Value, you must ensure that you deposit the required Margin within the timeframes communicated by us to you.
- 14.3 You acknowledge and agree that the base Margin Requirement for a particular Transaction may change from time to time, including, but not limited to, in circumstances where a Market changes its requirements with respect to Margin.
- 14.4 If at any time your Account Value for an Account held with us is less than the total Margin Requirement in relation to Open Transactions on that Account, then, notwithstanding the Account Value on any other Account you hold with us, we have the right but not the obligation, without notice to you, to close all your Open Transactions on that Account or on all your Accounts with us and may do so at our sole discretion within one (1) Business Day of that time.
- 14.5 Please note that our right to close your Open Transactions as set out above may be exercised notwithstanding that at the time we exercise the right there may be no Margin Deficit. In addition, our

processes will allow for auto liquidation which will consider balances on account and transaction to ensure it is fit for purpose.

14.6 Unless we agree otherwise in writing, all Margin must be provided in cash.

## **15. ACCOUNT OPERATION: SECURITY AND ACCOUNT AUTHENTICATION**

15.1 It is your responsibility to keep all information that you hold relating to your Account, including any and all sign-in details, passwords and security answers, and emails and letters that we send to you, confidential at all times. It is important that these details are not shared or disclosed to any other person. We rely on this information being secure to protect you and us against fraud.

15.2 You must notify us as soon as possible if you have lost your password or suspect that your Account has been accessed without your permission. Unless we receive a notification from you under this Clause 15.2, we will treat all activity on your Account, including any orders, as authorised activity. We shall not be liable to you for any losses or damage that you suffer as a result of unauthorised activity on your Account, save where such losses or damage arise as a result of our gross negligence. We may need to obtain certain information from you in order to confirm your identity in the event that you make a notification under this Clause 15.2 and you agree to provide that information.

## **16. ELECTRONIC TRADING**

16.1 These clauses apply to your use of any Electronic Service provided by or made available by or through Tickmill UK Ltd.

16.2 You agree that before utilising an Electronic Service you will ensure you are fully conversant with its terms of use and mode of operation.

16.3 You are responsible for making sure that you can access the Electronic Service when you need to and it is available, and, for maintaining awareness of and complying with all Applicable Laws and Regulations. This includes having access to a device and to services that can connect to the Electronic Service and maintaining the device and services; and, for ensuring you enter the correct user ID and password.

16.4 You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

16.5 You agree that we may act on instructions and Orders that we reasonably believe are given by you or on your behalf using an Electronic Service and that we are not responsible for the accuracy or completeness of communications between you and us through the Electronic Service. We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of an Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.

16.6 We can act on Orders and instructions only if we have received them. Therefore, you agree that we are not obliged to accept or act upon all or any instructions or Orders that you have placed or believe you had placed or wished to place through an Electronic Service.

16.7 If you cannot access an Electronic Service directly, then you may be able to contact our brokerage team by telephone to request that we access the Electronic Service on your behalf. However, this facility is available to you entirely at our discretion, and you must not rely on our customer services team being available to assist you in relation to Transactions.

16.8 We shall make reasonable efforts to make an Electronic Service available during trading hours when required by you, but we cannot promise that it will be available continuously. This is because from time to time:

- a) errors and/or failure may occur in respect of technology, the internet may be subject to faults or events which may affect your access, and your systems, our systems or the systems of a third party you or we rely on may fail to work properly; and
- b) we or the Electronic Service provider or operator may need to suspend availability of the Electronic Service for maintenance, repairs, upgrades, or any development-related issues.

16.9 We may suspend or permanently withdraw an Electronic Service on prior written notice to you.

16.10 Where an Electronic Service or any other content contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the

contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

- 16.11 Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.
- 16.12 We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.
- 16.13 We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.
- 16.14 We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example, due to your non-compliance with the Applicable Laws and Regulations (or if we are uncertain of your compliance), breach of any provisions of these Terms (or if we are uncertain that there has been no breach), on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of:
- a) any license granted to us which relates to the Electronic Service; or
  - b) these Terms; or
  - c) if we are required to withdraw the Electronic Service to comply with Applicable Laws and Regulations.
- 16.15 In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.

## **17. BEST EXECUTION POLICY**

- 17.1 You confirm that you have read and agree to our Best Execution Policy which, amongst other things, incorporates our policy towards order execution. Our Best Execution Policy is reviewed, updated and amended by us from time to time and is available on our website.
- 17.2 It is your responsibility to check for any other changes to our best execution policy as published from time to time on the website. We will consider the continued placement of Orders by you to constitute your continued consent to our Best Execution Policy as in effect from time to time.

## **18. ORDERS AND EXECUTION**

- 18.1 In order to enter into a Transaction, you must submit an Order to us in accordance with the provisions of this Clause. We have discretion whether we wish to accept the Order from you to enter into the transaction. If we decline your Order, we shall not be obliged to give a reason. Given we act in a matched principal capacity, we will only accept an Order where we can find an appropriate counterparty to match that Order against. In order to execute your Order, we may utilise other third parties to facilitate the submission and execution of that Order on a Market. You acknowledge and agree that our ability to enter into a Transaction with you, even in circumstances where we have accepted your Order, depends on the actions of those third-parties and that we are not responsible to you for any failing to execute your Order as a result of the actions or inactions of any such third-parties.
- 18.2 We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed, or added to by us at our discretion and may include (without limitation):
- a) controls over maximum order amounts and maximum order sizes;
  - b) controls over your gross or net open positions;
  - c) controls over long and short positions in the same Instrument, where you agree we have discretion (but without obligation) to close out one against the other.

- d) controls over prices at which Orders may be submitted which may include (without limitation) controls over Orders which are at a price which differs greatly from the market price at the time the Order is submitted; controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you);
  - e) controls over the number and / or value of Orders you can send to a Market within a given time period; and/or
  - f) any other limits, parameters, or controls which we may be required to implement in accordance with Applicable Laws and Regulations.
- 18.3 If we receive an Order from you outside Market Hours for the relevant Instrument, we have discretion to ignore or cancel that Order but if we choose not to exercise that discretion we shall process that Order when the relevant Market is next open for business.
- 18.4 If you use an Electronic Service to place Orders and to give us instructions, the Order types, characteristics and how they are handled and executed by us will be subject to the operation of that Electronic Service. Any matter set out in these Terms is therefore subject to the rules or operational capabilities or mode of operation of the Electronic Service and must be construed accordingly.
- 18.5 You agree that before placing any Order through an Electronic Service, including giving a telephone or other instruction to us to input an Order on your behalf, you will ensure you fully understand the operation of the Electronic Service, including the Order types it offers and how they are handled.
- 18.6 The price at which the Order is then executed depends upon the rules and parameters of the Electronic Service through which it is executed; for example, it is possible it will be tested against both internal and exchange maximum permitted tolerance levels: it is possible it will be executed at a price that differs from the price that the Electronic Service was displaying to you at the time you selected the Order.
- 18.7 We shall use our reasonable endeavors to execute any Order promptly, but in accepting your Orders we do not represent or warrant that it will be possible to execute such Order or that execution will be possible according to your instructions.
- 18.8 If we encounter any material difficulty relevant to the proper carrying out of an Order on your behalf, we shall endeavor to notify you.
- 18.9 When you give us a specific instruction, our Order Execution Policy will not apply to any matters covered by that specific instruction, and we may be unable to take the steps described in such policy to obtain the best possible result in executing your order.
- 18.10 We may, at our entire discretion, arrange for any Transaction to be affected with or through the agency of an intermediate broker, who may be an Associate of ours, and may not be in the United Kingdom. Neither we, nor our respective directors, officers, employees, or agents will be liable to you for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.
- 18.11 We shall not be liable for any act taken by or on the instruction of a Market, clearing house or regulatory body in relation to your Orders and / or Transactions.
- 18.12 You will promptly deliver any instructions, money, documents or property deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us for the purpose of enabling us to perform our obligations under the relevant matching Transaction on a Market or with an intermediate broker or counterparty.
- 18.13 Tickmill recognises different Order types available on third party trading platforms. For the avoidance of doubt, no Order type, execution price or volume is guaranteed by us or any third-party trading platform.
- 18.14 We may refuse to act upon any instructions from you or any person(s) authorised by you if we reasonably believe that the instruction will violate the rules of a Market or Applicable Laws and Regulations.
- 18.15 We may at our sole discretion refuse, cancel or amend an Order, trading limits and / or trading privileges without warning if we deem that any such Order has the potential to put our economic viability or your economic viability at risk.
- 18.16 You acknowledge that it may not be possible to cancel or modify an Order. Any attempt to cancel or modify an Order is simply a request to cancel or modify an Order. Neither Tickmill nor its affiliates shall be liable to you if Tickmill or its affiliates are unable to cancel or modify an Order. Further you acknowledge that attempts to modify or cancel and replace an Order can result in an over-execution of

the Order, or the execution of duplicate Orders and as such you shall be responsible for all such executions.

- 18.17 In the event that your liquidating account value equals or is less than a monetary value that we deem sufficient to maintain the position, we may elect to auto liquidate any or all of the open positions in your Account, cancel any or all working orders and / or place restrictions on your Account. The auto liquidation function will send liquidating (closing) market orders to the exchange, resulting in the closure of any or all positions for your Account. You agree to your Account being auto liquidated at the available market price. In the event, for any reason, positions are unable to be liquidated, you remain liable for the position and for adverse market movements affecting your Account. You agree to pay any debit balance that may result from your Account being auto liquidated. You acknowledge that market volatility could cause your Account to be auto liquidated on short or no notice to you.
- 18.18 We may auto liquidate any Account without prior notice to you. There are risk factors associated with auto liquidation. For instance, but not limited to, where the company receives incorrect market data from an exchange or third-party data provider, this may activate an auto liquidation event of all or some of your portfolio. You agree that we are not responsible for incorrect market data we receive from the exchange and / or third-party data provider. Further, you acknowledge that the company is not responsible for the late, lost, incomplete, misdirected, misdelivered, illegible or unintelligible order, unavailable network connections, failed, incomplete, or delayed computer transmissions, keypunch errors, online failures or any other technical malfunctions and / or disturbances.
- 18.19 You acknowledge that the use of an auto liquidation function is for internal company use only and at its discretion. You should not rely upon its use as a tool or guarantee of managing market or portfolio risk, further it does not guarantee the close out of any position at any price level. Risk management remains the sole responsibility of the client.
- 18.20 You may not make or receive delivery of the underlying commodity or product with regard to a non-cash settled instrument. For positions not settled in cash, you agree to roll forward or close out any positions prior to the exchange-specified first notice day period or by a day deemed by us to be acceptable in our absolute discretion. It is your responsibility to be aware of the first notice period and the last trading date for such contract and any associated deadlines. In the event that you do not close out or roll a futures position in a contract by the close-out deadline, we shall have the right to liquidate the position in the expiring contract, at any time and in any manner as deemed necessary, without prior notice to you. In the event that you fail to close out a position and we are unable to close out and / or roll the position prior to the expiration of the contract, then you shall be liable for any and all cost of delivery and the liquidation of the resulting physical position.

## **19. CONFIRMATIONS AND SUMMARIES**

- 19.1 We shall send you confirmations in relation to your Transactions on or before the next Business Day by electronic mail to the email address on record for you.
- 19.2 Confirmations shall, in the absence of a Manifest Error, be conclusive and binding on you, unless we receive from you an objection in writing with immediate effect and no later than 24 hours of dispatch of the confirmation to you (or, if earlier, as noted on the confirmation itself); or, we notify you of an error.
- 19.3 Only a settlement / trade confirmation made available to you constitutes our confirmation of the execution of an Order and the creation of a resulting Transaction. Any affirmation via an Electronic Service does not constitute confirmation of execution of an Order.
- 19.4 In the event that you believe that a Transaction has arisen as a result of an Order, but you have not received a settlement / trade confirmation, you must contact us immediately. In the absence of immediate notice from you, we are entitled to deem such Transactions as not having come into existence.
- 19.5 In addition to sending you confirmations in relation to your Transactions, we shall send you monthly summary reports of all the Transactions pertaining to your Account in the preceding month.

## **20. MARKET OR REGULATORY ACTION**

- 20.1 If a Market (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion consider desirable to correspond with such action, to

mitigate any loss or potential loss we may incur as a result of such action or to ensure our compliance with Applicable Laws and Regulations. Any such action shall be binding on you. If a Market or regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

## **21. ERRORS**

- 21.1 Except in the case of fraudulent activity carried on, without your knowledge, by a person other than you, we do not accept responsibility for any loss or damage suffered by you as a result of your use of money placed in or credited to your Account in error by or on our behalf.
- 21.2 We will be entitled at any time to deduct, without notice or recourse to you, any money placed in or credited to your Account in error by us or on our behalf.

## **22. FORCE MAJEURE**

- 22.1 We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. We will take all reasonable steps to act in your best interests when a force majeure event occurs and we may suspend or alter part or all of the Terms and / or any Electronic Service, to the extent that we can no longer comply with our obligations herein.

## **23. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 23.1 You represent and warrant to us on the date these Terms come into effect and as of the date of each Transaction that:
- a) you act as principal and sole beneficial owner (but not as trustee) in entering these Terms and each Transaction.
  - b) you have full capacity to enter into these Terms as an individual, and you have reached the age of 18 years.
  - c) you have all necessary authority, powers, consents, licenses and authorisations and have taken all necessary action to enable you lawfully to enter into and perform these Terms and Transactions pursuant to these Terms and to grant the security interests and powers referred to in these Terms;
  - d) these Terms, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their provisions (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you, or, to your knowledge, any other person, are bound;
  - e) that you will not use the services to engage in any activity that is fraudulent, deceptive, misleading, manipulative, abusive, causes disorderly trading conditions or otherwise brings or causes to bring us into disrepute.
  - f) you will not use the services in contravention of any laws related to insider dealing, market manipulation or market conduct or behaviour deemed to be market abuse or otherwise adopt any practices in relation to your access to an Electronic Service or use of the services that are abusive, manipulative, disorderly, fraudulent, misleading or otherwise not in compliance with the promotion of fair, efficient and orderly trading activity;
  - g) any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect.
  - h) you are willing and financially able to sustain a total loss of funds resulting from Transactions; and
  - i) except as otherwise agreed by us and only to the extent that title transfer is permitted, you are the sole beneficial owner of all Margin you transfer under these Terms, free and clear of any security interest whatsoever other than routinely imposed on all securities in a clearing system in which such securities may be held.
- 23.2 You undertake that:
- a) you will always obtain and comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorisations.
  - b) you will promptly notify us of the occurrence of any Event of Default with respect to yourself.

- c) you will use all reasonable steps to comply with all Applicable Laws and Regulations in relation to these Terms and any Transaction, so far as they are applicable to you or us.
- d) you will not send Orders or otherwise take any action that could create a false impression of the demand or value for a security financial Instrument or send orders which you have reason to believe are in breach of Applicable Laws and Regulations. You shall observe the standard of behavior reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behavior reasonably expected of persons in our position; and
- e) upon demand, you will provide us with such information as we may reasonably require to corroborate the matters referred to in this clause or for us to comply with Applicable Laws and Regulations.

## **24. DEATH OF CUSTOMER**

- 24.1 We will inform the executors of the value of the Account at the date of death and provide other requested information to the extent compatible with our other obligations. We are unable to accept instructions following the death of a Customer until we are in receipt of a sealed copy of grant of probate.

## **25. EVENTS OF DEFAULT**

- 25.1 An Event of Default arises in the event of the following arising or our reasonable belief of their arising:
- a) you fail to make any payment when due under any provision of these Terms, or perform any other provision of these Terms, or, otherwise, fail to perform an obligation due to us;
  - b) you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals;
  - c) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either (a) has not been dismissed within five days of its institution or presentation or (b) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;
  - d) you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or Instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to these Terms are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible);
  - e) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration;
  - f) where we consider it necessary or desirable to prevent what we consider is or might be a violation of any Applicable Laws and Regulations or good standard of market practice.
  - g) where we consider it necessary or desirable for the protection of ourselves or all and any of our clients.
  - h) an action is taken, or event occurs, or circumstance arises which we consider might have a material adverse effect upon your ability to perform any of your obligations under these Terms; and / or

- i) any event of default (however described) occurs in relation to you under any other agreement between us to which you are a party, or any other event specified elsewhere for these purposes.
- 25.2 A potential Event of Default arises if we decide that we have knowledge or suspicion that an Event of Default in respect of you will arise or is reasonably likely to arise.

## **26. RIGHTS ON DEFAULT**

- 26.1 Other rights we may have under these Terms or otherwise we shall be entitled at any time without prior notice to you:
- a) to close out or part-close any and all of your Transactions, or, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss, liability or risk under or in respect of any of your contracts, positions or commitments;
  - b) to close any or all of your Accounts with us and/or refuse to enter into further Transactions with you;
  - c) instead of returning to you investments equivalent to those credited to your Account, to pay to you the fair market value of such investments at the time we exercise such right;
  - d) to sell such of your investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to these Terms, in each case as we may in our absolute discretion select or and upon such terms as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by you hereunder; and / or
  - e) to hold your funds for a period of ten (10) Business Days or such longer period as we reasonably believe expedient; during such time we may carry out enquiries into the nature and circumstances of the Event of Default or Potential Event of Default, and shall not be bound to explain to you the nature of the Event of Default or Potential Event of Default.

## **27. TERMINATION WITHOUT DEFAULT**

- 27.1 Unless required by Applicable Laws and Regulations, either party may terminate these Terms (and the relationship between us) by giving written notice of not less than (15) Business Days to the other.
- 27.2 In the event of Termination, we shall close all your Open Transactions and all amounts payable by you to us will become immediately due and payable including (but without limitation):
- a) all outstanding fees, charges and commissions;
  - b) any dealing expenses incurred by terminating these Terms; and
  - c) any losses and expenses realised in closing out any Open Transactions or settling or concluding outstanding obligations incurred by us on your behalf.
- 27.3 Termination shall affect outstanding rights and obligations (nor, in particular, the application of the Default, Exclusions and Limitation of Liability, Indemnity and Governing Law Clauses) and Transactions which shall continue to be governed by these Terms and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

## **28. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

- 28.1 Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.
- 28.2 Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.
- 28.3 Without limitation, we do not accept liability for any actions or inactions of a Market or any third-party involved in the execution of any Order, save where such actions or inactions arise as a result of our fraud or gross negligence.
- 28.4 Neither we nor our Employees shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under or in connection with these Terms (including any Transaction or where we have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from our or their respective gross negligence, willful default or fraud. In no circumstance shall we have liability for losses suffered by you or any third party for any special or consequential

damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms nor for nonfinancial damage (such as emotional distress), in each case whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

- 28.5 We shall not be liable to you if for any reason you have received less profit than you hoped for or have incurred a loss as a result of uncompleted action which you intended to complete.
- 28.6 We shall not be liable to you for any partial or nonperformance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra-national bodies or authorities or the failure by the relevant intermediate broker or agent, counterparty, agent or principal, dealer, Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in these Terms will exclude or restrict any duty or liability we may have to you under Applicable Laws and Regulations which may not be excluded or restricted thereunder.

## **29. INDEMNITY**

- 29.1 You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which we may incur or be subjected to with respect to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or counterparty or as a result of any misrepresentation by you or any violation by you of your obligations under these Terms (including any Transaction) or by the enforcement of our rights.
- 29.2 You are solely responsible for any and all liabilities, costs, damages and losses that we may incur as a result of your failure to perform any of your obligations under these Terms.

## **30. QUERIES**

- 30.1 If you have a query about the services provided to you under these Terms, you should as a first step contact our Customer Services team by email [clientservices@tickmill.co.uk](mailto:clientservices@tickmill.co.uk).

## **31. COMPLAINTS**

- 31.1 We handle complaints according to procedures laid down by the FCA. A summary of our procedures is available on our website.
- 31.2 If you are dissatisfied with our handling or findings in relation to a complaint, you may be eligible to refer the matter to the independent disputes' resolution service The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9SR.
- 31.3 Please contact us if you require further information about our complaint's procedure. Information about the FOS can be found on their website ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)).

## **32. COMPENSATION ARRANGEMENTS**

- 32.1 In the unlikely event of Tickmill being unable to meet our obligations to you, you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on your status and the circumstances of any claim. The maximum compensation is £85,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, Beaufort House, 10th Floor, 15 St Botolph Street, London EC3A 7QU ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **33. THIRD PARTY RIGHTS AND ASSIGNMENT**

- 33.1 These Terms shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or any interest in these Terms, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these Terms.

33.2 You provide prior express consent that we may assign the benefit and transfer our obligations under this Agreement to a third party, in whole or in part, subject to the agreement of the FCA and any assignee agreeing to abide by these Terms. We shall give you notice of any such assignment.

#### **34. ENTIRE AGREEMENT**

34.1 You acknowledge that you have not relied on or been induced to enter into these Terms by a representation other than those expressly set out in these Terms. We will not be liable to you (in equity, contract or tort under the Misrepresentation Act 1967) for a representation that is not set out in these Terms and that it is not fraudulent.

#### **35. GOVERNING LAW AND JURISDICTION**

- 35.1 A Transaction which is subject to the rules of a Market shall be governed by the law applicable to it under those rules.
- 35.2 These Terms, and any Transactions occurring under these Terms that are not governed by the rules of a Market, shall be governed by and construed in accordance with English law.
- 35.3 The law applicable to the relationship between us prior to the conclusion of these Terms is English law. The courts of England and Wales shall have non-exclusive jurisdiction to settle any legal actions or proceedings arising out of or in connection with these Terms, including any non-contractual actions or proceedings.
- 35.4 If you are situated outside England and Wales, the notice or other process by which any Proceedings are begun may be served on you by being delivered to the address in England or Wales nominated by you for this purpose. This does not affect our right to serve the notice or initiate the process in any other manner permitted by law.

## SCHEDULE A

### Glossary and Interpretation of Terms

<b>Abnormal Market Conditions</b>	Circumstances during normal trading hours in which it is not possible to provide a firm price, for example, because few or no primary price providers are providing quotes, or, prices would be inverted (with the bid higher than the ask), or, there are pricing anomalies (for example, a significant short-term shift or spike), or, during security or system tests, or, anomalous system conditions (for example, the price has not updated automatically).
<b>Account</b>	A trading account of yours opened with us.
<b>Account Value</b>	Your cash balance plus the sum of your floating profits on your Open Transactions less the sum of your floating losses on your Open Transactions.
<b>Applicable Laws and Regulations</b>	The FCA Rules, the rules of any relevant Market and all other applicable laws, rules and regulations as in force from time to time which are applicable to the provision of the services.
<b>Associate</b>	In relation to us, any holding company or subsidiary company of ours, or any company, other entity, or partnership under common ownership or control.
<b>Business Day</b>	A day which is not a Saturday or Sunday and upon which banks are open for business in London,
<b>Business Hours</b>	The hours between 9:00 a.m. and 5:30 p.m. on a Business Day.
<b>Client Money</b>	Money held by us for you in accordance with the Client Money Rules
<b>Client Money Rules</b>	As defined by and contained in the FCA Rules.
<b>Commonwealth State</b>	Any countries who enforce English judgements under the Administration of Justice Act 1920 (for High Court Judgments) or the Foreign Judgment (Reciprocal Enforcement) Act 1933 (for judgments of lower Courts or Tribunals).
<b>EEA State</b>	The <b>EEA</b> includes EU countries and also Iceland, Liechtenstein and Norway. It allows them to be part of the EU's single market. Switzerland is not an EU or <b>EEA</b> member but is part of the single market.
<b>Electronic Service</b>	Any electronic means we provide to you or to which we facilitate your access for the purpose of giving instructions to us or making Transactions or viewing information about your Account.
<b>Eligible Counterparty</b>	As defined by the FCA Rules.
<b>Employee</b>	Any director, officer, employee or agent of Tickmill UK Ltd or affiliated companies.
<b>FCA</b>	The Financial Conduct Authority or any replacement regulator or regulators responsible for the authorisation and regulation of the investment services business of Tickmill UK Ltd in the United Kingdom
<b>FCA Rules</b>	The rules and glossary contained in the FCA Handbook of Rules and Guidance, as amended or replaced from time to time, subject to any waiver, modification or individual guidance from time to time applicable to Tickmill UK Ltd.
<b>Instrument</b>	An Instrument to which a Transaction can relate, with a list of such Instruments detailed on the website from time to time.
<b>Key Information Document</b>	Means a key information document provided in accordance with Regulation (EU) No 1286/2014.
<b>Leveraged Instrument</b>	An Instrument under the terms of which you may be liable to make further payments (other than charges, and whether or not secured by margin) when the transaction falls to be completed or upon the earlier closing out of the position.
<b>Manifest Error</b>	An error that we reasonably believe to be obvious or palpable, in relation to pricing or of some other determinant or factor affecting a Transaction or the outcome of one or more Transactions that has an impact upon the profit or loss or potential for profit or loss of the Transaction or series of Transactions.

<b>Margin</b>	An amount of money or other collateral you are required to have paid to us as a security payment as a condition of entering into or continuing to hold open a Transaction with us.
<b>Margin Requirement</b>	The amount of Margin that you are required to provide in relation to a Transaction.
<b>Market</b>	A regulated market, multilateral trading facility (as such terms are defined by the FCA Rules), organised trading facility or similar venue.
<b>Market Information</b>	General trading information, themes and views, market commentary and other information.
<b>Open Transaction</b>	A Transaction which has not been completed and settled.
<b>Order</b>	An offer submitted by you by telephone or through an Electronic Service to enter into a transaction with us.
<b>Professional Client</b>	As defined by the FCA Rules.
<b>Retail Client</b>	As defined by the FCA Rules
<b>Risk Warning Notice</b>	Means the summary of risks related to the services detailed in Schedule B & C.
<b>Terms</b>	This document including all Schedule(s) and the terms relating to any Electronic Service as amended from time to time.
<b>Best Execution Policy</b>	Our policy detailing how we will handle your orders and ensure that we can provide you with best execution in accordance with the FCA Rules. As published on our website and amended from time to time, and which among other matters, summarises our Best Execution Policy and tells you how we meet our obligation under the FCA Rules to execute orders in a manner designed to achieve the best possible result for our clients.
<b>Our 'Conflicts of Interest Policy Summary'</b>	As published on our website and amended from time to time, and which explains how we handle conflicts of interests in a manner designed to treat our clients fairly.
<b>Our 'Privacy Policy'</b>	As published on our website and amended from time to time, and which explains how we deal with personal information that you provide.
<b>Transaction</b>	Any transaction subject to these Terms relating to an Instrument.

**SCHEDULE B:  
RISK WARNING NOTICE**

**1. GENERAL**

- 1.1. This Schedule supplements the information provided in the Terms and should be read in conjunction with them. It is not a comprehensive description of all the risks that might attach to our investment products and services.

**2. RISK ELEMENTS**

- 2.1. You should always know beforehand the risks attaching to any Transaction and be certain that it is appropriate for you. You should consider seeking professional advice concerning the risks involved in the Transactions and the protections available to you.
- 2.2. The following list is not intended to be exhaustive, but in considering the risks of a potential Transaction you might like to consider some or all of the following:
- a) **Volatility:** The value of investments, the income available from them and the amount for which they can be realised are variable. They can go down as well as up and the extent to which they do can depend upon a large number of factors such as world economic sentiment, interest rates and changes to them, exchange rates and changes to them, changing commodity or other prices, company or country credit ratings, tax and regulatory changes, the passage of time, and, factors that are specific to the particular investment.
  - b) **Liquidity:** Some investments are illiquid, and it may not be possible to sell them (or buy them) at a reasonable price within a reasonable time period.
  - c) **Tax:** We do not advise on the taxation merits or consequences of transaction or particular types of Transaction. You are solely responsible for your taxation affairs but should be aware that the taxation consequences of investments can be complex; that taxation bases, rates and levels and modes of calculation can change at any time; and, that if in any doubt about the taxation implications of a particular Transaction you should seek your own legal advice.
  - d) **Charges:** Charges levied by us or third parties will reduce potential profit you can make or increase the level of loss.
  - e) **Market rules:** Some Transactions are subject to the rules of a Market, over which neither you nor we have control.
  - f) **Regulatory action:** Regulatory changes, sometimes introduced at short notice, can affect your profit or loss, trading rights or liquidity.
  - g) **Complexity:** Some Transactions are inherently complex and the prospect of registering a profit or a loss may be difficult to determine.
  - h) **Leveraged, margined and contingent liability investments:** The leveraged, margined or contingent liability nature of these Transactions can increase volatility and risk. You should not invest in such Transactions unless you fully understand all the relevant risk(s) and are comfortable with them.

**3. SPECIFIC RISKS**

- 3.1. **General:** You should not deal in derivative products unless you understand the nature of the Transaction you are entering into and the extent of your exposure to risk. You should also be satisfied that the Transaction is suitable for you in the light of your circumstances and financial position. Past performance is not an indicator of future performance and the value of investments may go down as well as up.
- 3.2. Different products involve different levels of exposure to risk. Although futures and options can be utilised for the management of investment risk, some of these products are unsuitable for many investors. You should be aware that the risk information contained in this Schedule is not a comprehensive or exhaustive description of all aspects you need to consider. Any specific terms of the Transactions will prevail over the information provided in this Schedule].
- 3.3. **Futures:** Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. The risk of loss in trading commodity futures contracts can be substantial. You should, therefore, carefully consider whether such trading is suitable for you considering your circumstances and financial resources. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions on the exchange where the order is placed may make it impossible to execute such orders. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit ("limit move"). The 'gearing' or 'leverage' often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.
- 3.4. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements. You may sustain a total loss of the funds that you deposit with

your broker to establish or maintain a position in the commodity futures market, and you may incur losses beyond these amounts. If the market moves against your position, you may be called upon by your broker to deposit a substantial amount of additional margin funds, on short notice, in order to maintain your position. If you do not provide the required funds within the time required by your broker, your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account.

- 3.5. **Options:** There are many different types of options with different characteristics subject to the following conditions.
- 3.6. **Buying options:** Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under 'futures' and 'contingent liability investment transactions'.
- 3.7. **Writing options:** If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell (when the options will be known as 'covered call options') the risk is reduced. If you do not own the underlying asset ('uncovered call options') the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.
- 3.8. **Traditional options:** Certain London Stock Exchange ("LSE") member firms under special LSE rules write a particular type of option called a 'traditional option'. These may involve greater risk than other options. Two-way prices are not usually quoted and there is no access to a market via a Market on which to close out an open position or to affect an equal and opposite transaction to reverse an open position. It may be difficult to assess its value or for the seller of such an option to manage his exposure to risk.
- 3.9. Certain options Markets operate on a margined basis, under which buyers do not pay the full premium on their option at the time they purchase it. In this situation you may subsequently be called upon to pay margin on the option up to the level of your premium. If you fail to do so as required, your position may be closed or liquidated in the same way as a futures position.
- 3.10. **Contingent Liability Transactions:** Contingent liability transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. If you trade in futures or sell options you may sustain a total loss of the margin you deposit with your firm to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.
- 3.11. **Suspension of Trading:** Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant Market trading is suspended or restricted or if the systems of the relevant Market cannot function for any reason. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.
- 3.12. **Clearing House Protections:** Common to many authorised futures and options exchanges, the performance of your transaction is guaranteed by a clearing house authorised by said exchange. However, this guarantee, in some circumstances, may not cover you, and/or your firm or another party in the event of a clearing house default. In such event, Tickmill, any associate of Tickmill or third-party broker will not be liable for any profit or losses that you incurred as a result of a clearing house default. Not all Markets act in the same way. Further specific information about trading derivative products and clearing house operation may be found on the individual exchange websites.
- 3.13. **Insolvency:** Your insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash. On request, you must provide an explanation of the extent to which it will accept liability for any insolvency of, or default by, other firms involved with your transactions.
- 3.14. **General Information:** Exchange-traded futures and options are not subject to a prospectus. Exchange-traded futures and options may give rise to liabilities for the investor, calculated in accordance with Market or clearing house rules. We will not deal directly in the relevant Market but may act through one or more brokers or intermediaries. Your positions may therefore be affected by the performance of those third parties in addition to our performance. [In addition, settlement of such transactions will not be effected via the Market itself but may be effected on the books of your firm if such transactions can be crossed

with equal but opposite orders of another participant transacting through the same firm. Your rights in such circumstances differ from those you would enjoy if your transaction was affected in the Market.]

- 3.15. The price and liquidity of any investment depends upon the availability and value of the underlying asset, which can be affected by several extrinsic factors including, but not limited to, political, environmental and technical. Such factors can also affect the ability to settle or perform on time or at all. Any payments made or received in relation to any investment may be subject to tax and you should seek professional advice in this respect. Where you are unable to transfer a particular instrument which you hold, to exit your commitment under that instrument, you may have to offset your position by either buying back a short position or selling a long position. Such an offsetting Transaction may have to be over the counter and the terms of such a contract may not match entirely those of the initial instrument. For example, the price of such a Transaction may be more or less than you received or paid for the sale or purchase of the initial instrument.

## SCHEDULE C FUTURES AND OPTIONS MODULE

### 1 SCOPE

- 1.1. **Transactions:** The clauses in this Module apply to transactions in futures and options. In this Module, "Transaction" means a transaction within the meaning of Transaction in the Interpretation Module, which constitutes a "Future" or an "Option" (as defined in articles 83 and 84 respectively of The Financial Services and Markets Act 2000 (Regulated Activities) Order (2001) and traded on a Market.
- 1.2. **Netting:** Any Transaction to which this Module applies shall, subject as follows, be deemed included in the definition of "netting transaction" for the purposes of this agreement and subject to termination and liquidation under the clause headed "Netting" (the "netting clause") following an Event of Default. The netting clause shall not apply to any Transaction to the extent that action which conflicts with or overrides the provisions of the netting clause has been started in relation to that Transaction by a Market or clearing organisation under Applicable Regulations and is continuing.

### 2 TRADING ARRANGEMENTS

- 2.1. **Give-up:** In respect of every Transaction made between us and given up being cleared by another broker or dealer as specified by you:
- a) if such broker or dealer accepts the give-up, we shall (without prejudice to any claim we may have for commission or other payment) upon such acceptance cease to be a party to the Transaction and shall have no obligation to you for its performance;
  - b) if such other broker or dealer declines to accept the give-up, we shall be entitled at our option either to confirm the Transaction with you or to liquidate it by such sale, purchase, disposal or other Transaction or cancellation as we may in our discretion determine, whether on the relevant Market or by private contract or any other feasible method (including taking it over ourselves or transferring it to an associate); and any balance resulting from such liquidation shall be promptly settled between us but without prejudicing our rights under this Agreement or otherwise.
- 2.2. **International Uniform Give-up Agreement:** Where you and we are party to an International Uniform Give-up Agreement, in the event of any inconsistency, the provisions of such agreement shall prevail over this Agreement.
- 2.3. **Allocation on delivery or exercise:** Where the relevant Market or intermediate broker does not specify a Transaction when making a delivery or exercising an option, we may allocate randomly or in a way which seems to us to be most equitable.
- 2.4. **Exercise of options:** You understand that Markets have established exercise cut-off times for the tender of instructions in relation to exercise of options and that options will become worthless in the event that you do not deliver instructions by such expiration time. You also acknowledge that we may establish exercise cut-off times which may be earlier than the exercise cut-off times established by the relevant Market, and you shall have no claims against us arising out of the fact that an option was not exercised, [save in circumstances where the option was not exercised as a direct result of our negligent failure to inform you of our own exercise cut-off time in respect of the particular option.]
- 2.5. **Deemed exercise of options:** Whereby virtue of Market Rules an option is exercised automatically which has been entered-into by you, the corresponding Transaction will be automatically exercised at the same time by the Exchange.
- 2.6. **Order on-exchange.** Where, in response to your order, we have bought or sold in accordance with the instruction in your order to buy or, as the case may be, to sell but have traded the wrong delivery/expiry month or wrong exercise price of the relevant contract, then we may in accordance with the Rules of any relevant Market offset any loss arising from that trade against any improvement

achieved for you in the course of correctly satisfying your order, thus offering you only the net improvement, if any.

- 2.7. **Close-out:** Unless otherwise agreed in writing between you and us or where the Rules of a Market provide otherwise any Transaction is entered into to close out any existing Transaction, then the obligations of each of us under both sets of Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement payment due in respect of such closed out Transactions, and any fines and other payments/rights claimed under general indemnities.

### **3 CLEARING SERVICES**

- 3.1. **Transaction given up to us for clearing:** Subject to the Rules of any relevant Market, this clause applies where there is a give-up agreement between you, us and a third party executing broker, and the reference number or mnemonic applicable to you is quoted by such executing broker when a Transaction is submitted to us for clearing. In acting as your clearing broker we shall accept a Transaction given up to us for clearing only if we have agreed with you to clear Transactions of such a description and the acceptance thereof would not breach any position or other limits applicable to your account with us. Notwithstanding any provision contained in the relevant give-up agreement, if we accept such Transaction for clearing, such Transaction shall be binding and conclusive on you immediately on its acceptance for clearing by us whether or not the details of such Transaction have previously been confirmed to us by you. We shall not be liable to you for any losses, costs, expenses or damages arising from any discrepancy between details in your instructions to such executing broker and details of Transactions submitted to us for clearing. Any dispute relating to a Transaction given up or attempted to be given up to us for clearing shall be determined under applicable arbitration rules of the relevant Market.
- 3.2. **Fees paid to executing broker:** Subject to the Rules of any relevant Market, if a give-up agreement between you, us and a third party executing broker provides that the executing broker will invoice us directly for its commissions in relation to the execution of an order, then we shall be entitled to rely on the details specified in any invoice presented to us by such executing broker and, notwithstanding that the amounts specified in the invoice may be incorrect, you shall fully reimburse us for any sum paid to the executing broker in respect of that invoice. We shall have no liability to you for any losses, costs, expenses or damages incurred or suffered by you as a result of an incorrect amount being specified in an invoice.

### **4 TRADE DISCLOSURE**

- 4.1. **Trade Reporting:** Under Applicable Regulations, we may be obliged to make disclosures in respect of certain Transactions. You agree and acknowledge that any and all proprietary rights in such Transaction information are owned by us and you waive any duty of confidentiality attaching to the information which we are obliged to disclose.