



Royal
Chartered Bankers

TERMS AND CONDITIONS



Introduction

1. The Royal Chartered Bankers Ltd.'s "Terms and Conditions" govern all the actions that relate to the execution of the Client's trades.
2. This document sets out our "Terms and Conditions" and sets out the basis on which we will provide you with the services.
3. These terms contain legally binding "Terms and Conditions" and so it is important that you read them carefully. If you do not understand anything in these "Terms and Conditions" or you have doubts about, please do not hesitate to contact us for further clarifications.

Client Acknowledgement

1. The Client acknowledges that he has read, understood and accepted the "Terms and Conditions" as amended from time to time, in addition to any information contained within the firm's website available online at www.rcbankers.com
2. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been verified as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its Client, and hence open an account for him or accept any money from him, until all documentation it requires has been received by the Company.
3. All the documentation must be properly and fully completed by the Client and all internal Company checks (including without limitation anti- money laundering checks and KYC) have been duly satisfied.
4. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been verified as Company's Client.
5. By accepting this Agreement, the client is consenting that if he is accepted by the Company as a Client their relationship will be governed by this "Terms and Conditions" and "Account Opening Agreement" as amended form time to time.



Scope

1. These "Terms and Conditions" are non-negotiable and override any other agreements, arrangements, express or implied statements made by Royal Chartered Bankers Ltd. unless the company, in its sole discretion, determines that the context requires otherwise.
2. The Distance Marketing of Consumer Financial services Law, does not require the Client Agreement to be signed by either the client or the company in order for both the client and the company to be legally bound by it.

Internet and Online Trading

1. The Client acknowledges the electronic nature of the Services and the inherent risks that communication by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.
2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication; configuration of Client's equipment or reliability of his connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.
3. The Client is obliged to keep all login information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client's password even if such transactions were not executed by the Client
4. Unless otherwise indicated or agreed any prices shown on the Company's Trading Platform are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the order was placed. In the event that an erroneous price is used as the basis

of any transaction, the Company reserves the right to amend or revoke the details of the transaction(s) in question.

5. The identification or use of any third party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website(s), which is not under the Company's direct control.

Definitions

1. **"Account"** means a personalized trading account of the Client with the Company
2. **"Ask Price"** means the price at which the Company is willing to sell a CFD
3. **"Authorized Person"** means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account
4. **"Balance"** means the sum of the Client Account after the last completed order and deposit/withdrawal operations made within any period of time
5. **"Best Execution Policy"** means the Company's prevailing policy available at the Company's Website regarding best execution when executing client orders
6. **"Bid Price"** means the price at which the Company is willing to buy a CFD
7. **"Business Day"** means any day on which banks are open for business
8. **"CFD Contract or CFD"** means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset
9. **"Client"** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the "Terms and Conditions"
10. **"Collateral"** means any securities or other assets deposited with the Company
11. **"Company"** means Royal Chartered Bankers Ltd.
12. **"Company's Website"** means www.rcbankers.com or any other website that may be the Company's website from time to time
13. **"Counterparties"** shall mean banks and/or brokers through whom the Company may cover its transactions with Clients
14. **"Equity"** equals (Balance + Floating Profit & Loss + Storage + Commission)
15. **"Execution Venue"** the counterparty for transactions and holder of the Clients securities or other assets deposited

16. **“Free Margin”** means the funds not used as guarantee to open positions, calculated as:
(Equity-Margin)
17. **“Margin”** means the necessary guarantee funds to open positions and maintain Open Positions
18. **“Margin Call”** when the Margin posted in the margin account is below the minimum margin requirement, the Company issues a Margin Call and in this case the Client will have to either increase the Margin that is deposited, or to close out any position(s).
19. **“Margin Level”** means the percentage of Equity to Margin ratio. It is calculated as:
 $(\text{Equity}/\text{Necessary Margin}) \times 100$
20. **“Market Maker”** means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time
21. **“Open Position”** means any position/transaction that has not been closed. For example, an open long position not covered by the opposite short position and vice versa
22. **“Orders”** means any trading transactions executed on the Company’s trading platforms by the Client

23. **“OTC”** shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”
24. **“Principal”** means the individual person or the legal entity which is a party to a transaction
25. **“Security”** means any securities or other assets deposited with the execution venue
26. **“Services”** means the services provided by the Company to the Client construed by these “Terms and Conditions”. Services is inclusive of any dealing, order routing or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these “Terms and Conditions”
27. **“Spread”** means the difference between the Ask Price and the Bid Price
28. **“Storage”** shall mean the funds withdrawn on a daily basis to the Client’s Account by keeping open positions to the next day on certain products
29. **“Terms and Conditions”** mean these “Terms and Conditions” governing all the actions that relate to the execution of your trades
30. **“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet



31. **“Underlying Asset”** financial instrument (e.g., commodity, currency, index) on which a derivative's price is based

Arbitrage

1. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The Company does not permit the practice of arbitrage on the Trading Platform. Transactions that rely on price latency arbitrage opportunities may be revoked, without prior notice. The Company reserves the right to make the necessary corrections or adjustments on the Account involved, without prior notice. The Company reserves the right to make the necessary corrections or adjustments on the Account involved, without prior notice.
2. The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise.
3. The Client agrees to indemnify and hold the Company harmless from and against any liabilities, losses, damages, costs and expenses if such liabilities, losses, damages, costs and expenses have not arisen from the Company's gross negligence, fraud or willful default.

Prohibited Trading

1. The Client agrees and acknowledges that the service provided by the company to the Client hereunder is not adapted for certain trading techniques commonly known as "arbitrage trading" and "picking/sniping". Picking/Sniping is the situation where the Client is prematurely buying or selling near preset prices.
2. In the event of the Client employing such techniques, the Client agrees and acknowledges that the company may at the Company's sole discretion take one or more, or any portion of, the following actions:
 - close the Client's account;
 - suspend the Client's account for an indefinite period of time;
 - carry out an investigation on the Client's account for an indefinite period of time;



- charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques.
3. The Client must not access unlawfully or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform. It is absolutely prohibited to take any of the following actions:
 - intercept or monitor, damage or modify any communication which is not intended for him
 - use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company
 - use any software, which applies artificial intelligence analysis to the Company's system and Trading Platform
 4. The Company shall have the right to annul and/or reverse any trades, which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

Trading Volume Limitation

1. The Company reserves the right to increase or decrease the trading volume limitation level of one or more instruments at any time without giving prior notice.

Default

1. The Company reserves the right to retain, or make deductions from, any amounts, which the Company owes, or is holding for the Client, if any amounts are due from the Client to the Company.
2. The Client hereby authorizes the Company, at the Company's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of the Client's assets and/or the proceeds from such assets which the Company has custody or control, in order to discharge all or any of the Client's obligations to the Company.
3. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Company shall not be



responsible for any consequences of it taking any such steps, unless the Company has exercised gross negligence in connection herewith. The Client shall execute such documents and take such other action as the Company may request in order to protect the rights of the Company in accordance with these Terms or within the scope of any agreements between the Client and the Company.

Posting/Advertising

1. When the Company is using or advertising or posting on its website or platform or otherwise to any third party's services, products or websites:
 - the Company will not be responsible for any such services, products or website material that is not under its control
 - the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of any related information or as to the tax or legal consequences of any related Transaction
 - such is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client
 - if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons