

**TRADE** | CAPITAL MARKETS

# TITLE TRANSFER COLLATERAL ARRANGEMENT AGREEMENT

TRADE CAPITAL MARKETS (TCM) LTD



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## 1. INTRODUCTION

This Title Transfer Collateral Arrangement Agreement (also referred to as “TTCA” or “Title Transfer Agreement” or the “agreement”) is entered by and between Trade Capital Markets (TCM) Limited (referred to as “we”, “us”, “our”, “ours”, “ourselves” and “the Company”) and the Client (referred to as the “Client”, “you”, “your” and “yourself”) and it’s an integral part of the [Client Agreement](#).

Trade Capital Markets (TCM) Limited is authorized and regulated by the Cyprus Securities and Exchange Commission (“CySEC”) as a Cyprus Investment Firm (“CIF”) with CIF license number 227/14, to conduct designated Investment and Ancillary Services and Activities to the Client under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended or replaced from time to time (“the Law”) and authorized by the Financial Sector Conduct Authority (“FSCA”) of South Africa with license number FSP 47857.

The Company is registered in Cyprus under the Companies Law, with registration number HE 324232. Its registered office is at 148 Strovolos Avenue, 1st Floor, Strovolos 2048 Nicosia, Cyprus, telephone: + 357 22 030446, email: [info@tradecapitalmarkets.com](mailto:info@tradecapitalmarkets.com).

This Agreement is supplied to you in English, which is the Company’s official language, and in your own language where necessary and/or available. However, the English language content always prevails. We will communicate with you in English language and provide a translation where necessary and/or possible, for the duration of this Agreement.

## 2. TERMS

This agreement applies only to Clients who have been categorised as Professional Clients and Eligible Counterparties.

This agreement shall form an integral part of the Client Agreement which you can access by clicking [here](#). Take your time to read and understand the title transfer agreement carefully. With reference to definitions, all words and expressions used in this Agreement shall have the same meaning as provided in the Client Agreement.

On or after the date you became a Professional Client, you agree and accept that your funds will no longer be in client’s segregated accounts but will be deposited in Company accounts, amongst other things, the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such as Margin:

- a. TTCA applies to:
  - i. all Current Accounts and all accounts opened following the date you became a Professional Client;
  - ii. all money in the Client Accounts at the date you became a Professional Client;
  - iii. all money you transfer to the Company in relation to the Current Accounts or Future Accounts on or after the date you become a Professional Client, and;
  - iv. all amounts of whatsoever nature credited by the Company to the Client Accounts/your accounts with the Company, from time to time.
- b. In relation to money in the Client Accounts on the date you became a Professional Client, or money transferred to the Company in relation to the Client Accounts on or after the date you became a Professional Client, you will be deemed to have transferred, and Company will treat TTCA as a transfer of, full ownership of money to the Company, for the purpose of securing or covering Client’s present, future, actual, contingent or prospective obligations, and we will not hold such money in accordance with the safeguarding principles established in the Directive D187-01 of CySEC.

- c. Where on or after the date you became a Professional Client, the client, adds or funds any amount of whatsoever nature to the Client Accounts, the transfer of the amount shall be treated this as a transfer of full ownership of money to the Company for the purpose of securing or covering Client's present, future, actual, contingent or prospective obligations, and the Company will not hold such money in accordance with the CySEC safeguarding Directive.
- d. Any money received by the Company, (before, on or after the date of TTCA) from you for the Client Accounts and/or credited by the Company, to a Client Account from time to time will be subject to all other provisions of this Client Agreement.
- e. Because of the money being considered as Company funds you no longer have a proprietary claim over the money, and we can deal with it in our own right. In the event of our insolvency you will rank as a general creditor of the Company, in respect of this money and will have no rights or claim in relation to such money save for those set out in applicable laws.

Therefore any money received by the Company in respect of the Client Account with us will not be treated as "Client Money" in accordance with the then applicable CySEC's safeguarding Directive DI87-01.

In case the Company will close the Client Accounts, the Company will transfer to you an amount equal to any money you paid to Company for the Client Accounts that remains after all amounts the Client owe (and/or owed) under the Terms have been paid and deducted (including in relation to all other accounts Client has or has had with us).

The Client has the right to cancel the TTCA by giving a written advanced Notice of 14 days to the Company. The Notice can be provided by electronic or other means. We shall be obliged to pay to you all amounts owed by us to you under this clause upon the earliest of:

- i. termination of the title transfer arrangement in accordance with this clause;
- ii. termination of this Agreement subject to any set-off rights under, or other terms of, this Agreement. Any title transfer of cash under this clause may be terminated by us at any time by notice to you and shall terminate in the event of termination of this Agreement.

### 3. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

**Directive** means the provisions of the Directive DI87-01 of CySEC;

**Eligible Counterparty** has the meaning given in Law 87(I)/2017 of CySEC (please read our Client Categorisation Policy);

**CySEC Law** means the laws, guidelines, directives, notifications as from time to time varied, amended or substituted by the CySEC;

**Professional Client** has the meaning given in Law 87(I)/2017 of CySEC (please read our Client Categorisation Policy).

#### **4. ACKNOWLEDGEMENT & DECLARATIONS TO TCM**

I hereby acknowledge, understand and consent to the terms of the Title Transfer Collateral Arrangement Agreement.

Name of Client:

Signature of Client:

Date: