

TRADE CAPITAL

— UK —

TITLE TRANSFER COLLATERAL ARRANGEMENT AGREEMENT

TRADE CAPITAL UK (TCUK) LTD



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1. INTRODUCTION

This Title Transfer Collateral Arrangement Agreement (also referred to as “title transfer” or “title transfer agreement” or the “agreement”) is entered by and between Trade Capital UK (TCU) Ltd (referred to as “we”, “us”, “our”, “ours”, “ourselves” and “the Company”) and Client (referred to as the “Client”, “you”, “your” and “yourself”).

Trade Capital UK (TCUK) Ltd is authorised and regulated by the Financial Conduct Authority (“FCA”) as a UK Investment Firm license number is FRN 738538, for the conduct of investment and ancillary services and activities under the provisions of the Financial Services and Markets Act 2000 and the Financial Services Act 2021, as subsequently amended or replaced from time to time (“the Law” and “The Act”), and the FCA Rules.

The Company is registered in England and Wales with Company number 9203957. Its registered office registered office is at 12th Floor, 30 Crown Place, London EC2A 4EB, United Kingdom, telephone +44 (0) 20 31 50 23 85 and email address info@tradecapitaluk.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. SCOPE OF THE AGREEMENT

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.

The Agreement shall take effect and commence once the Client completes the account opening application procedure, we have informed you that we have accepted your application to open an account with us and we have confirmed to you that you have been categorized either as a Professional Client or as an Eligible Counterparty.

This Agreement is a distance contract, and it is, amongst others, governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regularly signed one.

You are entitled to cancel this Agreement at any time informing us in writing. The cancellation of this agreement will only take effect once we confirm to you that we have accepted the termination. Once this agreement is terminated by us, any money we hold from you becomes client money. The termination of the TTCA does not terminate the client agreement. If you do not cancel the Agreement as described above, the Agreement will continue to be in effect unless terminated in accordance with the relevant provisions of the Agreement.

Any title transfer of cash under the Client Agreement or the title transfer agreement, may be terminated by us at any time by notice to you and shall terminate in the event of termination of the Client Agreement.

The Agreement shall be effective from the commencement day described in Term 3.1 for an indeterminate /unlimited time until it is terminated in accordance with the provisions described in the Agreement.

3. PROVISIONS OF THE AGREEMENT

Following the provision of appropriate disclosure of the risks by us to you, we agree that you, as a Professional Client or an Eligible Counterparty, do not require money which is received by us from you, or received by us on your behalf to be held in accordance with the Client Money Rules.

Following such an agreement, you agree that in relation to any money received by us from you, or received by us on your behalf:

- a. We will treat any transfer of money by you to us as a transfer of full ownership of money to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us under the Client Agreement or otherwise;
- b. We will acquire full ownership of such money and we will not hold such money in accordance with the Client Money Rule;
- c. You will no longer have a proprietary claim over money transferred to us, because title of the money has passed to us, and we can deal with it in our own right, and you will rank as a general creditor of ours.
- d. We will owe you a debt equal to the amount of such money received by us, subject to any set-off rights under, or other terms of, the Client Agreement, or under general Law;
- e. We shall pay to you all or part of any amount owed by us to you under this clause to the extent that we consider, in our discretion, that the amount of money you have transferred to us exceeds the amount required by us to secure or cover all your present or future, actual or contingent, or prospective, obligations to us under the Client Agreement or otherwise;
- f. 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 in accordance with this clause;
 - ii. termination of the Client Agreement subject to any set-off rights under, or other terms of, the Client Agreement or title transfer.

4. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- **Client Money Rules** means the provisions of the FCA Rules that relate to money received by us from clients;
- **Eligible Counterparty** has the meaning given in the FCA Rules (please read our Client Categorisation Policy);
- **FCA Rules** means the rules of the FCA as from time to time varied, amended or substituted by the FCA;
- **Professional Client** has the meaning given in the FCA Rules (please refer to our Client Categorisation Policy).

This Agreement was updated on April 5, 2022.