

# Terms of Business

Version April 2019

## Terms of Business

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HYCM Limited ("HYCM", "The Company", "The firm", "we" or "us"), is incorporated in the Cayman Islands and has its registered office at 71 Fort Street, 1st Floor Appleby Tower, P.O. Box 950, Grand Cayman, KY1-1102 Cayman Islands. The Company is authorised and regulated by the Cayman Islands Monetary Authority ("CIMA") under license number 1442313. The company appears on the CIMA's Register by visiting their website [www.cima.ky/search-entities](http://www.cima.ky/search-entities)

These Terms of Business, together with the HYCM Customer Agreement and Application Form ("Application"), constitute the terms and conditions (collectively the "Terms and Conditions") applicable to the account or accounts opened at HYCM (collectively the "Account") in the name of the customer ("Customer" or "you") and maintained in either US Dollars or Euros, or any other base currency that we offer, in order for the Customer to enter into Transactions (as that term is defined in the HYCM Customer Agreement). These terms and conditions apply to the use of the HYCM Website ([www.hycm.com](http://www.hycm.com)), an Account [and the Trading Platform] and by accessing the Website [opening an Account or using the Trading Platform] you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, you may not use or access the Website [open an Account or use the Trading Platform]. Any terms not defined herein shall be as otherwise defined in either the HYCM Customer Agreement or the Application.

We reserve the right to alter, change and/or terminate these Terms and Conditions with/without notice to you.

### 1. Account opening

#### 1.1 Eligibility

The following persons may **not** use the Website, Trading Platform, open an Account, enter into Transactions with the Company or use any of its services:

- a. Any person who is under the age of 18, or the age of legal consent for entering into Transactions with the Company and/or obtaining its services, under the laws of its jurisdiction, whichever is higher.
- b. Any person included in the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, or is otherwise listed on a sanctions list maintained by the relevant authorities in the United Nations, European Union, United Kingdom or Cayman Islands ("Sanctions Authorities"), or any person who resides in jurisdictions where the Company, at its sole discretion, does not offer its services, including without limitation, the United States of America, as well as countries in respect of which OFAC and the Sanctions Authorities administers and enforces economic and trade sanctions.

#### 1.2 Verification and Limitations for Trading

Upon completion of the online Account opening process, you will be able to fund the Account as follows and commence trading immediately.

*If you are using a credit card, you may fund the Account with:*

Amounts between US \$100.00 and US \$2,000.00 or the equivalent value in your Account base currency.

Minimum amount for each additional top-up by credit card is US \$20.00.

*If you are sending funds using a bank wire transfer, you may fund the Account with:*

Amounts up to US \$2,000.00 or the equivalent value in your Account base currency.

Minimum amount for each additional top-up by wire transfer is US \$250.00.

After the opening of the Account, we will contact you to verify a few important details. You are free to fund your new account but if your total deposits amount to more than \$2000.00 then you will be required to provide the documents referred to below for verification before you can commence trading. Upon completion of the online account opening process we will also send you an e-mail listing the documentation we are required to obtain from you under applicable regulatory requirements. We may send you an e-mail reminder on day 7 and day 14 listing the documentation we are required to obtain from you. These documents must reach us within 21 days after your first deposit into your trade account.

After satisfactory verification of the documentation, we will:

- i. approve you as a Customer; and
- ii. remove limitations on the amounts you can deposit into the Trading Account.

The documentation we require is as set out in the Application Form, including:

- ✓ Proof of your identification (for example: a copy of your passport or official state ID).
- ✓ Proof of your address (for example: a copy of a utility bill with your name and address. This must not be older than three months from the date of application. Please note that copies of mobile telephone bills are not acceptable).
- ✓ Copy of the credit card (front side) if the deposits have been credit card deposits.

If you do not have a paper statement or utility bill, please request one from your bank or utility provider. Alternatively, you can request a bank statement to be printed at your local branch.

The evidence you submit needs to identify and support the source and value of the funds you use to trade with. Each case is dealt with on an individual basis. If you intend to deposit by credit / debit card, a photocopy of the front of the card is required and a statement of the bank or financial institution from which the deposit to your HYCM account will be made to confirm ownership of the funding account. If you cannot provide HYCM with sufficient evidence we will be unable to allow you to continue to use the client portal, and your account will be closed in line with our internal procedures. We may reconsider your account registration if at any time in the future you are able to provide the requested information.

### 1.3 Non-receipt of Required Documentation within 14 days

On the 14<sup>th</sup> day, if your total deposits are up to \$2000.00 and if the required documentation is not received, we will set your account to liquidation-only status, and you will not be able to place any additional new trades until the requirements are satisfied. For the avoidance of any doubt, liquidation-only status means you can only close your open positions. You cannot open new ones.

### 1.4 Non-receipt of Required Documentation within 21 days

On the 21<sup>st</sup> day we will initiate the closure of the Account. The balance will be refunded to the account from which the funds originated. Refunds may take up to ten (10) days to reach that account.

### 1.5 Customers Resident in Certain Jurisdictions

If you are resident in Afghanistan, Belgium, Japan, Hong Kong, the United States of America or any other region in which we consider that the provision of the services contemplated in the HYCM Customer Agreement is prohibited, we shall have the right to suspend all activity in the Account and to take the following action:

If you have not commenced trading, the balance outstanding in the Account will be refunded to the account from which the funds originated. Refunds may take up to (ten) 10 days to reach that account.

If you have already traded during this period, you agree to authorise us to close out any open positions held by you at the closing prices prevailing on the day of the close out and credit or debit the proceeds to the Account.

Where there is a balance outstanding in the Account;

- a) if the Account is in credit and if the balance is equal to or less than the initial sum deposited, the amount will be returned to the bank account or credit card from which the funds originated; or
- b) if the Account is in credit and if the amount is more than the initial amount deposited, the amount deposited will be refunded as mentioned in a) above. The treatment of any remaining balance will be resolved by our Compliance Department.

Closing of accounts as mentioned above will be subject to an administration charge of **US \$ 50.00** per account.

### 1.6 Islamic Accounts

Islamic Accounts are offered exclusively to Customers on the strict understanding and proof, if requested, that they are of Islamic faith. By opening an Islamic Account, you confirm that you are of Islamic religion, and any evidence to the contrary will be treated as a misrepresentation of the facts in accordance with our Customer Agreement and as a material breach of the Terms and Conditions.

## 2. Inactive Accounts

Accounts without any activity for ninety (90) consecutive days will be charged an administration (inactivity) fee of US \$10.00 or the equivalent value in your Account base currency every month until Account activity resumes, the Account is closed by us, we receive your instruction to close your Account, or if your account has a nil balance. This administration fee is payable in consideration of the firm's continual provision of a service, and the availability of your Account, together with the cost of associated ongoing monitoring, compliance and regulatory requirements. Accounts with a nil balance will be treated as inactive Accounts and may be closed at our absolute discretion.

If your Account has recently been charged an inactivity fee and you wish to resume trading / reactivate your Account, we may refund the inactivity fee charged to your Account (up to a maximum of one month's inactivity fee and a maximum of three refunds per twelve-month period), if you fund your Account with a minimum of US \$50.00, or the equivalent value in your Account base currency.

You may be able to get a reimbursement of your inactivity fee (refund) at the discretion of the Company.

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Please also note the following:

- a) the Customer is responsible for notifying us in writing of their intention to resume trading / reactivate the Account;
- b) the notification must reach us within 30 days after the date of the charge of the inactivity fee;
- c) the Customer must make a net new deposit (as defined below) into their Account within 30 days after the date of the charge of the inactivity fee;
- d) the inactivity fee refund will not be automatically processed upon deposit; and
- e) after satisfactory verification of the notification and deposit amount, we will reimburse your inactivity fee;

### 3. Request for Fund transfers

Fund transfers will be made only to the originating credit card account or bank account.

We will not make any fund transfers to any account in the name of any third party or to another account in your name.

In cases where funds have been deposited using multiple credit cards or bank accounts, funds will be transferred to the originating credit card(s) and / or bank account(s) using a 'first-in', 'first-out' basis, unless we agree otherwise.

## 4. Commission, Charges and Margins Schedule

### 4.1 Deposit and Withdrawal of Funds

#### *Deposits*

There will be no charges for depositing funds into the Account. This can be done either by a credit/ debit card payment or a bank transfer. If card deposits, we may, from time to time, offer payment processing services with respect to those through a related Group entity.

#### *Withdrawals*

Where you have had trading activity, any request for bank transfers of an amount which is less than US \$300.00 will be subject to an administration charge of US \$30.00.

### 4.2 Trading related charges

Commission, Charges and Margin Schedules can change from time to time and you should always refer to the updated information available in our web site: <http://www.hycm.com>

Details applicable to your Account can be viewed on our website.

Please also note the following:

#### *Interest rates for rollover positions*

Islamic accounts will not be subject to any interest.

Non-Islamic Accounts will attract interest at the rates specified on the Website from time to time, depending on the product specification.

#### *Fee for rollover positions*

For Islamic accounts, any open position in certain products will not be subject to overnight fees for the first fourteen (14) days after the position(s) is / are placed in the market. If the positions remain open after fourteen (14) days, normal overnight fees will start applying to those open positions. These fees will also be specified on the Website.

## 5. Trading Credits

### 5.1 Introduction

5.1.1 These following terms form the basis of the trading related credits whereby Eligible Customers (as defined below) of HYCM may be rewarded with a trading credit of up to a predetermined percentage (to be announced by HYCM for each promotion /offer "Offer") of their net deposits to the account which makes the relevant deposit ("Offer Terms").

5.1.2 HYCM reserves the right, at its sole discretion, to exclude or disqualify any Account from participating in promotions or receiving any Offer Terms, if the Customer (i) fails to meet any of the eligibility requirements specified in the Offer Terms, (ii) interferes or attempts to interfere with the operation of the promotion or Offer Terms, or (iii) breaches any of the Terms and Conditions; or (iv) deliberately abuses or mis-applies the Offer Terms. Such Customers will have their trading credit resulting from the promotional offer voided, and the Account may be closed in our absolute discretion. However, any profits made by using these trading credits can be withdrawn subject to 5.2.2 (f) below.

5.1.3 Where Accounts have not had any Transaction activity for twelve (12) months; or where the Customer has not logged in for twelve (12) months, the trading credit/offer condition will cease to apply and will be withdrawn, and normal trading conditions will take effect. Where the balance on the Account is nil, you agree the Account may be treated as inactive and the Account may be closed at our absolute discretion.

5.1.4 Promotional events and their durations (where trading credits are offered) will be advised to Customers either by a direct communication or by advertising on HYCM's Website. Offering of trading credits will therefore be limited only to the relevant promotional event.

5.1.5 HYCM reserves the right to alter or amend the Trading Credits Terms and Conditions, or any aspect of them, at any time and without prior notice. We may make changes to these Trading Credits Terms and Conditions and will notify you of these changes by posting them on the HYCM Website. We recommend that you revisit these Trading Credits Terms and Conditions regularly and, by your continued use of the HYCM Website and services, you accept any such modified Trading Credits Terms and Conditions.

5.1.6. We reserve the right, at our sole discretion, to disqualify any individual who breaches the Offer Terms or our Terms of Business, or in the opinion of management, act in such a manner as to deliberately take advantage of any of these Trading Credits Terms and Conditions.

5.1.7 Any dispute or situation not covered by these Offer Terms and /or the Terms of Business will be resolved by our management in a manner it deems to be the fairest to all concerned. That decision shall be final and /or binding on all Customers and will not enter into any further correspondence.

5.1.8 If these Trading Credits Terms and Conditions are translated into a language other than English, then the English version of the Trading Credits Terms and Conditions shall prevail where there is an inconsistency.

5.1. For lot sizes and product specifications please refer to the product specification provided on our web site.

### 5.2 Conditions of Eligibility

5.2.1 Subject to all other Terms and Conditions, the Offer is available to Customers who have satisfied the Eligibility Criteria for the Offer ("Eligible Customer") as set out in clause 5.2.2 below.

5.2.2 The Eligibility Criteria for the Offer are:

(a) that it shall only apply to HYCM Customers that have a live Account (this includes existing Account holders and new Customers that open Accounts);

(b) that the Customer makes a net new deposit into their Account(s). The trading credit will be based on net deposits – i.e. total deposits less total withdrawals during the period. Please also see 5.2.2 (f) below;

(c) the minimum deposit required will be announced at each promotion;

(d) that a Customer must trade thirty (30) standard lots per each US \$1,000 trading credit awarded within sixty (60) days of making such awards. The number of trades required to be completed will be in similar proportions for parts thereof. For example, if a trading

credit of \$500.00 is awarded, the Customer is required to complete fifteen lots within sixty (60) days. At the end of the sixty (60) days period the trading credit will be forfeited if the required numbers of standard lots have not been made. For the avoidance of doubt, all trades in any other instrument will count towards the lots calculation for this Offer;

(e) the maximum trading credit over the promotional period will be announced for each promotion. This limit is aggregated over all the Accounts of the Customer;

(f) If Customers make a withdrawal during the period, whether its deposited funds or trading profits, then the trading credit will be reduced in strict proportion to the basis on which it was originally credited. The formula for this is as follows

$$\text{Ratio} = \text{Total Withdrawals} / \text{Total Deposits}$$

$$\text{Credits removed} = \text{ratio} \times \text{total credits}$$

*For example: a client deposits \$1000 and receives a deposit bonus of \$250. A week later a withdrawal of \$400 is made. The ratio is \$400 / \$1000 = 0.4. Therefore, 0.4 X \$250 = \$100 shall be removed from the credit;*

(g) the transfer of rewards between Accounts is not permitted at any time; and

(h) Customers may make as many deposits as they wish into as many of their live Accounts in order to qualify for the trading credits subject to the maximum limit specified in (e) above.

### 5.3 Validate your mobile number

The verification bonus is available to all new Customers who verify their phone number by entering a code received by SMS. Customers are able to sign up by following the instructions displayed within the client Account overview under 'Promotions'. The bonus is credited when the Account approval process has been successfully completed. The bonus is not available to multiple Accounts belonging to the same Customer. The phone verification bonus is a credit bonus. Once the bonus has been credited to your Account it can be used for trading purposes.

### 5.4 Complete your Financial Profile

The completion bonus is available to all new HYCM Customer who successfully upload valid documents to complete their financial profile. Customers are able to sign up by following the instructions displayed within the Customer Account overview under 'Promotions'. The bonus is credited when the Account approval process has been successfully completed. The bonus is not available to multiple Accounts belonging to the same Customer. The valid document bonus is a credit bonus. Once the bonus has been credited to your account it can be used for trading purposes.

### 5.5 First Deposit Bonus

The first deposit bonus is offered to all new HYCM Customers making their first deposit following Account approval using an authorised payment method. Additional information may be required. Customers must deposit new funds of a minimum of US\$100 or the equivalent value in your Account base currency. The bonus percentage may be subject to change. The maximum bonus awarded under this promotion is US\$5,000. This Offer cannot be combined with any other Offer and is subject to our Terms and Conditions. Our Terms and Conditions stipulate that for every US\$1,000 bonus awarded, the Customer will be required to trade 30 standard lots within 60 days, otherwise HYCM reserves the right to reverse the bonus given to clients.

IF YOU DO NOT AGREE WITH THE PRESENT TERMS OF BUSINESS, PLEASE DO NOT PARTICIPATE IN OUR PROMOTIONS/OFFER.

## 6. Product Specifications

Product specifications are subject to change from time to time. The Customers should familiarise themselves with these specifications by referring to the 'Product Specifications' section of our Website or by contacting our Customer Service Team prior to trading any of our products.

## 7. Fraud

HYCM may obtain information from your use of our Website relating to the type of device that you use. We use this to help us identify and prevent fraud in addition to meeting our regulatory obligations. If we reasonably think that any payment into or out of an Account is connected to fraud or any other criminal activity, including where the funds are being transmitted through deception, we may in our absolute discretion close out, replace, reverse any Transaction(s) or close out the Account with immediate effect.

In such cases, where HYCM identifies that the named Account holder differs from that which HYCM hold, we reserve the right to treat any deposits as being invalid. HYCM may in its absolute discretion close out, replace, reverse any Transaction(s) or close out the Account with immediate effect. HYCM may also disclose details to prevent and detect fraud, money laundering and other crimes to other organisations, including law enforcement agencies and competent authorities.