



## Investment Objectives and Risk Disclosure

TJM will disclose any risk warnings as required and observe its suitability obligations. However, it is your sole responsibility to ensure that investments effected are in accordance with your investment objectives and comply in all respects with any applicable legal or regulatory restrictions upon you entering into such contracts.

## Contracts not on Regulated Markets

TJM may advise or arrange transactions in circumstances where the relevant transaction is not governed by the rules of an investment exchange or is executed on an exchange that has not been recognised or designated under the Rules or the Applicable Regulations. In this event, you may be required to enter into additional documentation in order to effect any such transactions with the assistance of TJM.

## Instructions

- (i) TJM may act on any instruction which it reasonably believes to have been given on your behalf and shall be under no duty to confirm such instruction. TJM may assume that any person purporting to give instructions on your behalf is properly authorised, without limitation to do so;
- (ii) In the event that TJM provides advice to you, it shall not be required to ensure that such advice takes into account any research or other recommendations as may be published by TJM from time to time, nor of any information known to other areas within TJM but not known to the TJM office dealing directly with you. TJM shall not be obliged to provide you with copies of any such publication either at the same time as it is provided to third parties or at all. TJM may, subject to the Rules, effect own account transactions in investments, which are or have been the subject of such advice and/or publications, or any related investments. No research shall constitute an offer by TJM to buy or sell any investment. You should read and consider carefully any disclosures or disclaimers, which appear in published research;
- (iii) TJM shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given, or any other communications being made via the internet or other electronic media. You will be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media using your name or personal identification number. TJM shall not be held responsible for delays or inaccuracies in the transmission of any instruction or other information or the execution of orders due to any cause whatsoever beyond the reasonable control of TJM;
- (iv) You shall indemnify TJM and keep TJM indemnified against all losses which TJM may suffer as a result of:
  - (a) any error in any instruction given by you; or
  - (b) acting on any instruction which is, or which appears to TJM acting reasonably, to be, from you.
- (v) If, after instructions are received, TJM reasonably believes that it is not in your best interests to act upon such instructions, TJM may defer acting upon those instructions until it is practicable to do so or notify you that TJM is refusing to act upon such instructions. TJM shall not be liable for any losses resulting from such deferral or refusal,
- (vii) TJM may (but shall not in any circumstances be obliged to) require confirmation (in such form as TJM may request) of any instruction:
  - (a) which is given orally;
  - (b) if it appears to TJM that such confirmation is necessary or desirable; or
  - (c) if such instruction is to remit money due to you.

### **Best Execution**

The requirements of the Rules in relation to best execution will apply to your dealings with TJM.

### **Recording of Conversations**

TJM may record telephone conversations on TJM telephone lines with or without use of an automatic tone-warning device. TJM may use such recordings and transcripts for any purpose that it deems desirable including use as evidence by TJM in any dispute between it and any other party. TJM is not required to maintain copies of such records and transcripts.

### **Fees and Charges**

TJM's charges shall be as agreed or notified to you at its prevailing rates as may be amended from time to time. You will pay any value added tax and such other taxes, duties and fees as are applicable. Any charges due to us plus any applicable taxes, duties or fees shall be paid by you to us as stated in our agreement.

### **Conflicts of Interest**

By accepting these Terms of Business you agree that TJM may transact business where they may be a conflict of interest without prior reference to you. TJM or other persons connected with TJM may have an interest, relationship or arrangement that is material in relation to any transaction effected under these Terms of Business. TJM may provide advice and other services to third parties whose interests may be in conflict or competition with your interests. TJM, other persons connected with TJM and the employees of any of them may take positions opposite to you or may be in competition with you to acquire the same or a similar position. Notwithstanding the above, TJM will not give unfair preference to itself or any other person over you and will not be responsible for any loss which may result from such competition.

### **Complaints**

If you have any complaints against TJM then please contact our complaints officer. Subsequently, if the complaint has not been dealt with to your satisfaction, you may complain directly to the Financial Ombudsman Service subject to eligibility.

### **Compensation Scheme**

TJM is a participant in the Financial Services Compensation Scheme, which, subject to certain exceptions, provides limited compensation in respect of eligible liabilities if TJM are in default.

## Indemnity and Limitation of Liability

You shall indemnify TJM, its employees and agents and keep them indemnified in respect of any costs, claims, damages and expenses (present, future, contingent or otherwise and including reasonable legal fees) which arise as a result of or in connection with:

- (i) your breach of these Terms of Business or,
- (ii) TJM entering into any transaction under these Terms of Business or otherwise performing its duties or acting on your instructions under these Terms of Business. This indemnity shall survive termination of these Terms of Business;
- (iii) Neither TJM nor any third party (whether or not associated with TJM) shall be liable for any loss, expense, cost or liability (together "Loss") suffered or incurred by you unless such Loss is suffered or incurred as a result of TJM's wilful default, gross negligence or fraud.

Nothing in these Terms of Business shall oblige TJM to act in contravention of applicable laws, regulations, directions of authorities or regulators, market customs or practices. You accept that TJM is entitled to act in accordance with those applicable laws, regulations, directions, customs and practices and shall not be liable to you for the consequences of so doing.

## Information

You shall supply to TJM such financial and other information as it may reasonably request and shall promptly notify TJM of any change in any information so supplied. You irrevocably authorise TJM to disclose to the FSA, any government or other regulatory body or authority in any part of the world and to any connected person or third party, any information relating to you, including your positions, which is in its possession and which it is obliged or required to disclose or the disclosure of which may be necessary for the performance of TJM's obligations under these Terms of Business, any additional agreement(s) or otherwise. TJM may provide information about you to any of its affiliates or third parties for the purposes of processing transactions, payments or settlements, or to any of its affiliates for marketing purposes or in connection with the provisions of other services.

You confirm that the provision by TJM to you of any services contemplated under these Terms of Business may necessitate the processing by us of personal data in relation to your employees, including for the avoidance of doubt, the transmission of such personal data abroad both within and outside the European Union, and you confirm that you have procured the consent of each of your employees to such processing by TJM and will provide proof that such consent has been provided promptly if requested by us.

## Data Protection

TJM is licensed under the Data Protection Act 1998. In accordance with legal and regulatory requirements, TJM will retain your records, for a minimum period of three years following the termination of this Agreement. This period may be extended by force of law, regulatory requirement or agreement between you and TJM. By entering this Agreement you consent to our keeping information about you in written and electronic format. You have the right to review this information at any time. TJM will provide you with a copy of this data in accordance with our schedule of charges and upon a written request only.







**Issued by TJ Markets Ltd**

TJ Markets Ltd is an appointed representative of TJ Markets (Holdings) PLC which is authorised and regulated by the Financial Services Authority.

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Company Registration No.06099091 FSA No 486515