

KEY INVESTOR DOCUMENT

This Key Investor Document (“KID”) is effective from 05 February 2019 and shall remain effective until a more recent version is released. Safecap reserves the right to amend or supplement the KID at any time. This KID does not replace our Investment Services Agreement (Terms and Conditions of Trading) which we ask that you read carefully before you enter into any trading. The prevailing version of the KID is always available on our website www.markets.com.

Risk Warning: Contracts for Difference are complex instruments and come with a high risk of losing money rapidly due to leverage. 76.6% of retail investor accounts lose money when trading CFDs with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money. Please read the full [Risk Disclosure Statement](#) which gives you a more detailed explanation of the risks involved.

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1. ABOUT SAFECAP INVESTMENTS LIMITED, THE BRAND AND OUR DOMAIN

We are Safecap Investments Ltd (“Safecap”, “Company”, “we” or “us”). We are the legal entity offering the investment services to you. We are at all times the legal entity responsible to you under the Investment Services Agreement which sets out the Terms and Conditions of your trading with us.

Safecap is a regulated investment services firm, authorized by the Cyprus Securities and Exchange Commission (“CySEC”) under license number 092/08. Safecap is also authorized by the Financial Sector Conduct Authority (“FSCA”) in South Africa as a Financial Services Provider under license number 43906. Safecap is located at 148 Strovolos Avenue, 2048 Strovolos, P.O.Box 28132 Nicosia, Cyprus. Our telephone number is + 357 22 232248. Please contact us by using the [Online Contact Form](#).

We offer our services and undertake our activities from our Cyprus Offices and our regulated branches in Sofia – Bulgaria and Gibraltar. Certain other ancillary services may be undertaken by affiliate companies. We are at all times responsible for the work that such affiliate companies undertake on our behalf with respect to the services we offer to you.

[MARKETS.COM](#) is a global brand and trade mark owned by Safecap’s immediate holding company which is TradeTech Markets Limited (“Markets”).

Safecap has the sole and exclusive use of the domain “[www.markets.com](#)” worldwide under a relevant agreement with Markets. Safecap also has the right from Markets to the non-exclusive use of the brand name MARKETS.COM.

Safecap and Markets are subsidiaries of Playtech Plc, a company traded on the London Stock Exchange's Main Market, which is included within the [FTSE 250 index](#).

2. TREATING CUSTOMERS FAIRLY

Treating customers fairly is central to our corporate culture and ethos.

We have a duty to act honestly, fairly, professionally and in the best interests of our clients when dealing with them. We implement a Code of Conduct and a set of policies and procedures that aim to ensure we perform to the highest level of professional standard at all times.

3. THE SERVICES WE OFFER TO YOU AND WHAT SERVICES WE DO NOT OFFER

We provide investment services that are permitted under our operating license issued by the CySEC.

The services we offer to you include the reception, transmission and execution of your orders in Contracts for Difference (“CFDs”) as described below. Where you enter into any Buy or Sell trades, you deal with us as our counterparty. We are the principal to your transactions. We hold a relevant license from CySEC for such principal trading.

We do not offer Investment Advice or Portfolio Management to any client. Where we issue technical or other market analysis, this is not directed and does not have regard to the investment objectives or specific circumstances of any client. This analysis should not be construed as any form of investment advice or recommendation.

We also offer our clients the ability to trade on margin as described further below.

We offer our services through the electronic and mobile trading platforms MARKETS.COM, MT5 and MT4 / Sirix Webtrader. In promoting our services, we may engage affiliates or introducers. The activities of such affiliates and introducers are solely to introduce you as potential clients to us. They are not permitted to offer any form of

investment advice, inducement, recommendation or portfolio management to you or handle any of your funds.

4. APPLICABLE LAW AND REGULATIONS

We offer our services to you and generally operate under the requirements of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“MiFID II”), the Law of the Republic of Cyprus No 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets which transposed MiFID II into Cyprus legislation and the Investment Services and Activities and Regulated Markets Law of the Republic of Cyprus Law No - 87(I)/2017 (the “Law”).

Under MiFID we have the right to cross border our services to other European Union countries. We also offer our services to third countries that we have received permission from CySEC. CySEC requires that we also receive, where required, permission from domestic regulatory authorities in such EU / 3rd countries as appropriate, and observe applicable laws, including laws relating to electronic advertising and leverage.

We are also licenced by the Financial Sector Conduct Authority (‘FSCA’) in South Africa as an Authorised Financial Services Provider under license no. 43906

Furthermore, we adhere to a series of other applicable regulations including with respect to combating Financial Crime and Money Laundering, Data protection etc.

We collectively refer to all applicable Laws, Regulations and Directives as the “Law and Regulations”.

5. PRODUCTS AND PRODUCT CATEGORIZATION

We offer over 2,000 CFDs on the MARKETS.COM WebTrader and over 300 CFDs on the MT4 trading platforms.

A CFD is a tradable instrument which represents a contract between two parties to exchange the difference between the current price of an underlying asset and its price on the day the agreement expires. CFDs are leveraged products, enabling investors to make transactions with only a small margin (deposit).

CFDs therefore relate to underlying asset classes and financial instruments, which we explain herebelow:

Asset Class	Examples of financial instruments in the specific asset class
Foreign Exchange (“FX”)	EUR / USD; GBP / USD ; EUR / CHF
Commodities	Crude Oil; Gold; Silver; Cotton No 2; Wheat; Natural Gas
Indices	S & P 500 future; FTSE 100 future; DAX 30 future
Shares	Facebook; Apple; Amazon; VISA; Siemens
Bonds	10-Year US Treasury Note Futures, UK Gilt Futures, 30-Year US Treasury Bond Futures
Exchange Traded Funds (“ETFs”)	ChinaAMC CSI 300 Index, SPDR Dow Jones Industrial Average, iShares MSCI South Korea
Cryptocurrencies	Bitcoin; Litecoin; Dash; Ethereum
Cash Indices (MT5 Only)	US500, FRA40 , EU50, UKOil, AUS200
Blend	A CFD where the underlying assets are comprised by a certain number of Financial Instruments of different issuers, determined by the Company. Example: Facebook, Apple and Snap
IPOs Grey Market	For IPO instruments please visit our website

The instruments available may vary in each of the above trading platform.

Note that when trading CFDs where the underlying asset is a Cryptocurrency, you should be aware of certain risks that other financial instruments may not be exposed to. For further information on these risks please refer to the following section on cryptocurrency products.

The underlying asset / financial instrument, which the contract is based on, is never actually owned by you. The profit or loss is determined by the difference between the buying and the selling price of a CFD. In the event of a Corporate Action on the underlying asset of a CFD, we shall make the relevant adjustments in your account to reflect the economic effect of the Corporate Action on the price of the CFD.

CFDs are traded Over the Counter (“OTC”) and with leverage as explained below. Leverage can magnify both your potential profits and losses.

In most cases when you trade with us we owe “Best Execution” to you. Put simply these are the procedures and actions we take to obtain the best possible result for you when executing your orders.

When Safecap executes orders on behalf of clients, Best Execution is determined on the basis of the total consideration paid to or by the client, unless the objective of execution of the order dictates otherwise. Total consideration is the price of the CFD in the underlying Financial Instrument and the costs related to execution of the order, including all expenses incurred by the client which are directly related to the execution of the order such as venue execution fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.

Our CFD prices are proprietary prices which are derived from the prevailing (“published”) market prices of the underlying financial instruments in the relevant markets in which the underlying instruments maybe traded in or from other applicable third – party data vendor sources. We take all sufficient steps to source the best possible price for our clients.

For further details please refer to our Order Execution Policy.

6. CRYPTOCURRENCIES

- 6.1. When trading in CFDs where the underlying asset is a Cryptocurrency, you should be aware that the Cryptocurrencies are not recognized as Financial Instruments for the purposes of MiFID. Cryptocurrencies are traded on non-regulated decentralized digital exchanges. Accordingly, price formation and price movements of the Cryptocurrencies depend solely on the internal rules of the particular digital exchange, which may be subject to change at any point in time and without notice. This often leads to a very high intra-day volatility in the prices of the Cryptocurrencies which may be substantially higher compared to Financial Instruments recognized under the MiFID. Therefore, by trading CFDs in Cryptocurrencies you accept a significantly higher risk of loss of your invested amounts which may occur within a very short time frame as a result of sudden adverse price movements of the Cryptocurrencies.
- 6.2. We derive our market and pricing data on the Cryptocurrencies from the digital decentralized exchanges the Cryptocurrencies are traded on. Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and may be changed at the relevant digital exchange’s discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to us. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested amounts. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which we derive our price feeds for the relevant Cryptocurrency, your positions in such Cryptocurrency will be priced at the last available price for the relevant Cryptocurrency,

and you may be unable to close or liquidate your position or withdraw any funds related to such position until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumes again at either the relevant initial digital exchange or on any successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant Cryptocurrencies and result in significant gains or losses. Where trading does not resume your entire investment will potentially be lost altogether. You agree and accept that you have been informed by the Company of and understand this particular risk, and that you shall take that risk into account when taking any investment decisions in respect of trading CFDs in Cryptocurrencies.

- 6.3. Cryptocurrencies are not recognized as a financial instrument under the MiFID and the Cyprus Investment Services legislation. Consequently, in case where we are unable to meet our obligations towards you, you will not be able to seek cover from the Investor Compensation Fund (the “Fund”) for clients of Cyprus Investment Firms for that part of your trading that relates to cryptocurrencies. Similarly, you should be aware that any complaints that you may have or any disputes that may arise between you and the Company in connection with you trading CFDs in Cryptocurrencies are not eligible and shall not be accepted for consideration by the Financial Ombudsman of the Republic of Cyprus.

7. WE ARE YOUR COUNTERPARTY FOR YOUR TRADING

When you enter into any order to Buy or Sell a CFD on trading platforms, you trade with us as our counterparty. Safecap acts as a market maker and we are your Principal to each trade that you enter.

This means that:

- a) We are always the counterparty to your transactions.
- b) You may only close each position you trade in with us.
- c) Your position is not transferable to any other regulated investment firm. This is a major difference from when you trade for example in Shares via a stock exchange. In such cases, you can move your holding in Shares to be traded through another investment firm – broker. In CFDs, you can only trade / close your position with the investment firm – broker you initially opened your position with.
- d) As a market maker we derive our income from:
 - i. Spreads
 - ii. Overnight Rollovers (Swaps)
 - iii. Market making depending on market conditions

If you make profits on your trading, we lose. If you register losses on your trading, this means we profit. Exceptions apply in cases that we are hedging transactions either by transferring your trades under STP (Straight through Processing) or manually hedging individual positions at our discretion. In those cases our profits are derived solely by the difference in the Spread we offer to you and the spread our liquidity providers offer to us.

8. OUR PRICES

We quote a two-way price for each CFD we offer.

This two-way price consists of a **Bid** (the price at which you as a client may “**Sell**” the CFD) and an **Ask** (the price at which you as the client may “**Buy**” the CFD).

The difference between our Bid and our Ask price is commonly referred to as our “**Spread**”. For example, if the quote for the EUR/USD currency pair is 1.2910 against 1.2913, then the Spread is 3 pips.

Our Spreads are variable. More information on Spreads and our other costs is set out further below.

Going Long, Going Short:

- ✓ Trading the long side in practice means that you have used a Buy instruction as your opening CFD trade. “Going long” refers to opening a Buy CFD position to profit from an underlying asset’s potential price increase. As stated above, you will Buy at the Ask Price. A Buy order implies that you are expecting a rise in the asset's price and that you will subsequently use a Sell order to close your position.
- ✓ Trading the short side means that you have opened your CFD trade using a Sell order. “Going short” refers to opening a Sell CFD position to profit from an underlying asset’s potential price decrease. As stated above, you will Sell at the Bid Price. A Sell order means that you are expecting an asset price to fall and that you will subsequently use a Buy order to close your position.

9. HOW WE ONBOARD YOU AS A CLIENT AND YOUR CLASSIFICATION

In order to onboard you as our client, we undertake, online, a two stage process:

- (a) We assess your knowledge and experience:** when you log onto MARKETS.COM we ask you a series of questions to assess your knowledge and experience in trading with complex financial instruments such as CFDs and whether the CFDs are appropriate to you. Depending on our assessment, we rank you as a
- ▶ Retail client
 - i. Experienced
 - ii. Less Experienced
 - iii. Not adequately experienced (your onboarding will be rejected)
 - ▶ Professional client
- (b) We undertake due diligence:** we request identification documents from you like Proof of Identity and Proof of Residence as well as information on your financial standing and sources of wealth. This information is required by us in order to perform our regulatory obligation of Know Your Client as part of the global effort to combat financial crime and money laundering.

The Retail and Professional client categories are prescribed by MiFID. Retail clients receive the maximum protection by Law and Regulations. Please refer to our document on the [Client Categorisation and Regulatory Protections](#).

Retail Clients are entitled to trade with the maximum leverage levels permitted by Law and Regulations and by our own Leverage and Margin Policy. Professional Clients have more flexibility on the maximum leverage available. More information may be found in our Leverage and Margin Policy. Refer to Section on leverage below.

We have the regulatory obligation to decline the onboarding of any client where we are not satisfied with the client’s knowledge and experience (and hence deem CFDs as not being appropriate to the client) or where we have not been able to verify the identity of the prospective client and his / her source of wealth. We update our records with respect to the above onboarding criteria regularly and can terminate any client relationship where new matters pertaining to the above criteria may come to our attention.

All retail clients have to confirm receipt and acknowledgement of our Risk Warnings in order to be on boarded.

You can upload your documents once you are logged into our website, via the “Upload Document” page.

9.1 Target Market

As per the requirements of MiFID II and in accordance with the Law, the Company is required to specify and identify its target market by taking into consideration the characteristics of the products including the complexity, risk reward profile or liquidity or innovative nature of the product, while the identification needs to be at a sufficiently granular level to correctly identify clients.

As per the above legislation, the identification and the assessment of the target market should be performed in an appropriate and proportionate manner taking into account the nature, scale and complexity of a firm's business as well as the range of financial services and activities undertaken. As per the *ESMA guidance, and taking into consideration that we are providing execution-only services under appropriateness regime, we are not in the position of conducting a thorough assessment of your compatibility with the target market of the products offered through the platforms (i.e. CFDs and Equities).

Having said the above, we perform a Target Market Assessment for each product we offer which specifies the types of clients for whose needs, characteristics and objectives the financial instrument is compatible (referred to as “positive target market”), as well as the type of clients for whose needs, characteristics and objectives the financial instrument is not compatible (referred to as “negative target market”).

* Guidelines on MiFID II product governance requirements | ESMA35-43-620

Target Market			
Positive Target Market			
Type of Clients	<ul style="list-style-type: none"> • Retail • Professionals – per se • Professionals – elective • Eligible Counterparties 		
Clients’ knowledge and experience	Risk category	Description	Client Characteristics
	Low	<p>Typically, these investors have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • ability to understand complicated financial instruments • limited or no investment holdings • infrequent or no trading/ investment activity • no financial industry experience, interest • some understanding of leverage and margin concepts • some understanding of market volatility • some understanding of OTC products 	<ul style="list-style-type: none"> • Experienced or Less Experienced Retail Clients <p>These clients have several restrictions on maximum leverage of the product given the leverage restrictions set by ESMA</p>

Target Market			
Positive Target Market			
Clients' knowledge and experience	Medium	<p>Typically, these investors have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • average ability to understand complicated financial products • a number of investment holdings • fairly frequent trading activity • some financial industry experience and interest • fair understanding of leverage and margin concepts • fair understanding of market volatility <p>fair understanding of how OTC markets operate</p>	<ul style="list-style-type: none"> • Per Se Professionals or Elective Professionals
Clients' knowledge and experience	High	<p>Typically, these investors have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • good ability to understand complicated financial products and transactions • large number of diverse investment holdings • previous exposure to high-risk or complex investments; frequent trading activity • financial industry experience, interest, and knowledge <p>good understanding of concepts of leverage, margin and OTC trading</p>	<ul style="list-style-type: none"> • Eligible Counterparties
Clients' financial situation			<ul style="list-style-type: none"> • No need to protect the investment, however the maximum loss for an investor is the invested capital subject to negative balance protection (tolerates loss of entire invested capital) • No need to protect the investment, however, the maximum loss for an investor is the capital invested for a specific position and not for the entire investment portfolio (i.e. positions using the feature of Guaranteed Stop-Loss).
Clients' risk tolerance		Compatible with High Risk Investment (investor is willing to accept the risk of losses up to or exceeding the investment or initial amount, i.e. the initial margin required for opening and maintaining a specific position)	
Clients' needs and objectives		Clients looking for short / speculative term investment, as well as portfolio diversification	

Negative Target Market	
Clients' who should not invest	<p>The product is incompatible with any client outside the target market, such as:</p> <ol style="list-style-type: none"> 1. Are under the age of 18 2. Are not financially able to bear the risk of a total loss of their invested amounts 3. Do not understand complicated financial instrument 4. Are not experienced and knowledgeable about trading in derivatives and the underlying instrument 5. Have no or limited understanding of leverage and margin concepts 6. Have no or limited understanding of market volatility and OTC products <p>In addition, our negative target market includes any client who does not fall within the positive target market as defined below including any clients who possess no knowledge and experience and are classified by the Company as "Inexperienced".</p>

10. LEVERAGE TRADING

Trading on leveraged capital means that you can trade amounts significantly higher than the funds you invest, which only serve as the margin. High leverage can significantly increase the potential return, but it can also significantly increase potential losses. The Company offers different leverage limits subject to your client categorization.

- ▶ For **Retail clients**, regulation prescribes the leverage limit which cannot exceed a default level of 1:30. Maximum leverage may be lower depending on the underlying asset. We internally classify Retail Clients as Experienced or Less Experienced following assessment of their appropriateness. A Less Experienced Retail Client will map into the Experienced Retail Investor category after undertaking 40 trades over 4 consecutive months, with a minimum of 2 trades per month.
- ▶ **Professional clients**, whether per se or eligible, are able to trade with higher leverage than retail clients. Specifically, the Company offers Professional clients the option to select higher leverage ratio of 1:100, 1:200 or 1:300 based on the underlying instrument and our Leverage and Margin Policy. We note that Maltese Professional clients are restricted to a maximum of 1:100 leverage ratio according to their local regulation.

This means that you, as our client, can trade with amounts many times higher than you could invest in a particular CFD.

Sometimes the Leverage is expressed in percentage terms – and referred to as Margin requirement. A Leverage of 1:30 is a margin requirement of 3.34%.

Example: If the leverage you select is 1:30 and if you as our client have \$1,000 in your account, it means that you can now open trades worth \$30,000.

All CFDs in FX, Commodities, Indices, Shares, Bonds and ETFs have set leverage ratios, determined in line with CySEC and regulatory requirements and our internal leverage policy. All clients will be asked during their account opening process to choose the leverage ratio they would like to trade with, based on the specific asset class and/or the financial instrument.

We reserve the right to reduce leverage ratios for CFDs in financial instruments that maybe the subject of actual or anticipated corporate actions, with or without notice to you, in order to address likely market and financial instrument volatility. Where possible we will give you 3 business days' notice of such change so as to enable you to take the action you consider appropriate.

11. INITIAL / REQUIRED MARGIN

The Initial Margin is a percentage of the full value of a position that you, as the client must have as collateral in order to open a CFD position, also referred to as Used Margin. The Used Margin per position is derived from the following formula: $(\text{Amount} * \text{Instrument Price}) * \text{Initial Margin \%}$.

For the purposes of calculation of the Used Margin, the “Initial Margin %” is determined by the Company in its sole discretion in respect of each underlying Financial Instrument and is specified in our Electronic Trading Platform.

Required Margin refers to the amount you are required to have at the time of opening a position. This amount includes the cost that will occur due to the spread in addition to the Used Margin. The Required Margin is derived from the following formula: $\text{Used Margin} + (\text{Amount} * \text{Spread})$.

Example: You intend to buy a CFD on 10 barrels of oil at a price of 51.30 per barrel. The Initial Margin % on the Oil CFD is 10%. The spread on the Oil CFD is \$0.03. Your Required Margin is calculated as follows: $(10 * 51.30) * 10\% + (10 * 0.03) = \51.60

12. WHAT IS MAINTENANCE MARGIN?

Maintenance Margin refers to the minimum equity (as defined below) you need to have in order to keep your positions open. If your equity fall below the minimum equity, the Margin Close out Level will be met and your open position(s) will start liquidating, without any notice by us to you, starting by the most losing position(s). The Maintenance Margin requirement varies depending on the financial instrument. Our default Margin Close Out Level is set out at 50% as described in our Investment Services Agreement and our Leverage and Margin Policy.

Example: You signed up and deposited \$100 via credit card
 Balance: \$100 (Deposits - Withdraws + P&L of closed positions)
 Available Balance: \$100 (Balance + P&L of open positions - Initial Margins)
 P&L = \$0 (total profit and loss of all open positions including daily premiums)
 Equity: \$100 (Balance + P&L of open positions)

Then you buy 1000 EUR/USD at 1.06.

The total amount you bought is: $1000 * 1.06 = \$1060$

The Initial Margin that is needed for 1000 EUR/USD is 3.33%: $\$35.53 = [1000 \text{ quantity} * 1.06 \text{ price} * 3.33\% \text{ Margin (or } 1:30 \text{ leverage)}] + 0.20 \text{ spread}$

Currently your Margin Level is at 281% ($\text{Equity}/\text{Margin} = 100 / 35.53$).

The Maintenance Margin that is needed to maintain the 1000 EURUSD position is 1.675%: \$17.76.

If the price of the instrument changes and the equity falls below \$17.76, you will get a Margin Call and your open positions will start liquidating, since that would mean that your Margin Level fell below 50% ($\text{Equity}/\text{Margin} = 17.76 / 35.53 = 50\%$)

13. WHAT IS EQUITY?

In a nutshell, Equity can be defined as the value of your portfolio with us. Effectively it is the value of your funds with Safecap (which at any point in time include realized profits and losses) plus the unrealized profit and loss on your open CFDs based on their latest quoted valuation.

14. MONITOR YOUR MARGIN LEVEL AT ALL TIMES

You need to ensure that you have sufficient margin on your trading account, at all times, in order to maintain an open position. In addition, you need to continuously monitor any open positions in order to avoid positions being closed due to insufficient funds. Open positions will be liquidated when the Margin Close out level is below 50%.

If you are a MARKETS.COM Web / Mobile Trading platform client, in the event that your Equity falls below 70% of the Used Margin on your account, we will send you an email and/or any other notification. This notification acts as an early warning of the performance of your open positions with us. Please note that this is an additional service from us to you and does not create any obligation or responsibility on us, for either the performance of your trading account, or for notifying you of the current margin level and the action that you may wish to take. Note that if you are an MT4 or MT5 client, you will not be receiving any specific notifications at the 70% level. Please therefore monitor the performance of your positions on an ongoing basis and take the action you consider appropriate.

15. NEGATIVE BALANCE PROTECTION

We offer all our clients Negative Balance Protection. This means that you will never lose more than the amounts you invested with us.

The negative balance protection limits your aggregate liability for all CFDs connected to your account, ensuring that your maximum losses from trading CFDs, including all related costs, are limited to the total funds that are in your account. This includes any funds yet to be paid into your account due to net profits from the closure of open CFDs connected to the account.

In the event of a sudden movement or gap in the price of the CFD on which you have open positions, your Margin Level might suddenly fall below the 50% level without the system being able to liquidate your position at that level. Your position will be liquidated at the next available price at a lower Margin level resulting in a negative balance in your account. In this case, the negative balance will be returned to your Account.

For example, if you have a balance of \$100 and you open a position of 2,000 EUR/USD at 1.0740. Your Used Margin will be \$71.60. Your Margin Level will be at 139%. After a sudden movement if your Loss becomes \$110, this means that your Equity will become -\$10 and your position will be automatically closed since the Margin Level will be -14%. Your balance will become negative -\$10.

This amount will be returned to your Account as we offer Negative Balance Protection to you.

16. TRADING PLATFORMS

MARKETS.COM offers both web and mobile trading platforms:

- ✓ **MARKETS.COM Web Trader:** this MARKETS.COM in-house developed platform is web based, so you do not need to install any external software. The platform is designed to be user friendly as well as offering traders a customized trading experience.
- ✓ **MARKETS.COM Mobile Trader:** traders that prefer to use mobile devices may use the straightforward Market Mobile Trader platform. This app is downloadable and available for both Android and Apple devices, on Google Play and the App Store, respectively.
- ✓ **MetaTrader 4 (MT4) & MetaTrader 5 (MT5):** It is a simple-to-use platforms that is available for installation online. MetaTrader 4 & 5 are user friendly for less experienced traders, yet have has advanced features, analytic tools and customizability suited to more experienced traders. MetaTrader 5 is the latest upgraded version of MetaQuotes forex platforms.

- ✓ **MT4 Mobile & MT5 Mobile:** traders that prefer to use mobile devices may use the MT4 & MT5 mobile trading platform. This app is downloadable and available for both Android and Apple devices, on Google Play and the App Store, respectively.
- ✓ **Sirix WebTrader:** the Sirix WebTrader platform is a browser based platform, therefore it works on Mac, Windows and on Linux based machines. Due to it being coded in HTML 5.0, this platform will also work in a variety of IOS and Android based mobile devices. The Platform is very simple to use and has a number of features including a Live Analysis feature and straightforward analytical Charts.

17. ORDER TYPES

- ✓ **Market Order:** With a market order the client instructs us to execute a trade of a certain size as promptly as possible at the prevailing market price. We are required to execute market orders without regard to price changes. Therefore, if the market price moves significantly during the time it takes to fill a client's order, the order will most likely be exposed to the risk of execution at a price substantially different from the price when the order was entered, unless the price is outside the Slippage Limitation we apply.

Slippage Limitation means that if the difference of the price you requested and the current market price is within the limitation, you will always receive the market price. If the difference is more than the limitation, your order will be rejected. Slippage Limitation, under our culture and policy of Treating Customers Fairly, always applies symmetrically. Slippage Limitation does not apply in MT4/Sirix. Refer to our [Order Execution Policy](#).

- ✓ **Stop Loss:** A Stop Loss is used to limit a trader's losses if the market moves against their position. It is a protective order that closes an open position (or future position) when a predetermined maximum loss threshold is reached. The trader sets the maximum amount (in terms of pips) that he is willing to lose on a certain trade. When that specified price is reached, trade is executed, unless slippage and market gapping has occurred as described below.
- ✓ **Take Profit:** The opposite of a Stop Loss, a Take Profit is used to lock in the trader's profit if the market moves favorably. The trader sets in advance the price at which he wants to close his position. When that specified price is reached, trade is executed, unless slippage and market gapping has occurred as described below.
- ✓ **Entry Limit:** An Entry Limit order is used to buy or sell the underlying asset at a specified price. A limit order to buy generally will be executed when the Ask price equals or falls below the price that you specify in the limit order. A limit order to sell generally will be executed when the Bid price equals or exceed the price that you specify in the limit order, unless slippage and market gapping has occurred as described below.
- ✓ **Entry Stop:** Similarly to an Entry Limit order, an Entry Stop order is used to buy or sell the underlying asset at a specified price. However, a stop order to buy generally will be executed when the Ask price equals or exceeds the price that you specify in the stop order. A stop order to sell generally will be executed when the Bid price equals or falls below the price that you specify in the stop order, unless slippage and market gapping has occurred as described below.

Slippage and Market Gapping: Slippage or market gapping occurs when market prices literally gap between one price and the next, without ever trading at the levels in between. This may happen due to sudden price movements in the underlying assets following market volatility that are beyond our control. Because of market gapping, the best available price that may be achieved can be materially different to the price set on the stop loss or take profit order and as such, stop loss or take profit orders are not guaranteed to take effect at the price for which they are set.

Abusive behavior: Our objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time. Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith, we shall consider this as unacceptable behaviour. Should we determine, at our sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are

committing any other improper or abusive trading act, then we will have the right to, amongst others terminate our trading relationship and seek recovery of historic profits from you.

18. THE DATES AND TIMES YOU CAN TRADE; TRADING SIZES AND LOTS

Normally, the weekly trading sessions in Europe and North American begin on Sunday at 22:00 GMT until Friday 22:00 GMT. During the Summer time in these regions, market activity begins on Sunday at 21:00 GMT and ends on Friday at 21:00 GMT.

Market trading hours may vary due to public holidays or due to unusual liquidity conditions which may arise from exceptional global events. Opening or Closing times may also be altered by MARKETS.COM due to liquidity and risk management considerations. Please be advised that while most of the instruments are traded on a 24 hour basis without interruption, some instruments, mainly shares and indices, have special Trading Hours, which can be found as follows for [MarketTrader](#), [MT5](#) and for [MT4](#).

Trading sizes/lots: a Lot is the standard number of units per transaction. Standard CFD trade Lots can range from 1 to 100,000 units of the quoted CFD. This measurement is used only in MetaTrader 4, whereas in MarketTrader the total number of units is referred as “Quantity”.

19. YOUR PASSWORD AND THE RIGHT TO USE OF YOUR TRADING ACCOUNT

You are our client and we would at all times only recognize you as the person to whom we owe our legal and professional obligations for the services we provide.

Please keep your password and access to your trading account protected at all times. We do not bear any responsibility for any unauthorized use of your trading account or password.

We welcome joint accounts based on our Investment Services Agreement and the Terms and Conditions set therein.

20. CHARGES AND COMMISSIONS

Depending on the instrument and/or platform traded, we charge where applicable any of the below:

- ✓ **Spread:** Spread is the difference between the Bid price (selling price) and the Ask price (buying price). For example, if the quote for the EUR/USD currency pair is 1.2910 against 1.2913, then the Spread is 3 pips.

Our Spreads are variable depending on the asset / financial instrument. We publish our Spreads on our website and may differ depending on the trading platform.

The list of spreads for MT4 can be found [here](#).

The list of spreads for MT5 can be found [here](#).

The list of spreads for Market.com WebTrader can be found [here](#).

We reserve the right to change the level of spreads to reflect actual or anticipated market volatility and events.

- ✓ **Currency Conversion:** Investing in CFDs with an underlying asset listed in a currency other than your base currency entails a currency risk. Due to the fact that when the CFD is settled in a currency other than your base currency, the value of your return may be affected by its conversion into the base currency.

For the MARKETS.COM platform, the Currency Conversion Rates used can be found in the Instrument information on the platform.

- ✓ **Overnight Rollover (swaps):** Overnight Rollover (Swap) is the process whereby the settlement of a deal is rolled forward to another value date, and a charge applied based on the difference in the interest rates of the two currencies.

A daily overnight rollover charge will apply to each open position if it is held overnight. The overnight rollover is charged daily at 22:00GMT (21:00GMT during Summer time) on all positions left open until that time.

Example:

$(\text{USD key interest rate} - \text{EUR key interest rate} - \text{Financing charge}) * \text{price} * \text{amount of position} * \text{days} / 360$

Where:

- Key interest rate: is the published key interest rate for main refinancing operations (or equivalent) of the central bank of the country of respective currency in which the underlying asset is denominated (in this case, the minimum bid rate published by the European Central Bank)
- Financing charge: a fixed charge of 4%;
- Price: is the price of the currency pair at the moment the overnight rollover is calculated;
- Days/360: The number of days that the position remains open.

Therefore, if you are holding a short position of 100,000 on EURUSD for 4 days, the calculation will be as follows:

$(0.25\% - 0.05\% - 4\%) * 1.0677 * 100,000 * 4 / 360 = -45.08 \text{ USD}$

You will pay for 4 days an overnight rollover of 45.08 USD

The method of calculation of the overnight charge varies according to the type of asset to which it applies. Moreover, the amount of the overnight charge will vary between different assets as it is linked to interest rates related to each asset and in addition to an extra financing charge defined by us.

A full list of overnight rollover fees for MT4 can be found [here](#).

A full list of overnight rollover fees for MT5 can be found [here](#).

- ✓ **CFD Expiration Rollover:**

Where the underlying instrument of a CFD is a Future or similar instrument (but excluding any Cash Index CFDs), there will be an expiration date. However, you should be aware that CFDs are not traded up until the exact expiration date of the underlying instrument. Instead, CFDs are rolled over to the next underlying Future Price on the last Friday (or, in the case of CFDs in Cryptocurrencies, Thursday) before the official expiration day (except in cases of when it falls on a Friday when the markets are closed or due to low liquidity and volume). This is known as the Expiration Rollover.

The price difference between the price of the expiring Future contract underlining your original CFD Order as at the expiration date and the price of the rolling over (new) Futures contract underlining your effectively new CFD Order (being the next underlining Future price referred to above) will be debited/credited to your Account by means of negative/positive adjustments into your Account, relative to the size of your order. Whenever an Expiration Rollover occurs, we will charge you an amount (which will be included within "Swap" or "Expiration Rollover" charges depending on the trading platform you are using) which shall be equal to the Spread of the CFDs being rolled-over. This effectively aligns to the cost that you would have incurred if your CFD Order would have been closed on the expiration date and you would open a new CFD Order based on the new Future contract. These charges (included in the "Swap" or "Expiration Rollover" charges depending on the trading platform you are using) shall be determined by us from time to time, in our absolute discretion. We shall subtract such charges from your Account without your prior consent having regard to the disclosures made herein.

Any stop loss/take profit, entry stop or entry limit orders attached to your original CFD Order in the underlying Future contract before it is rolled over, will be adjusted to symmetrically (point-for-point) reflect the price differences between the expiring underlying Future contract and the new CFD Future contract that your position will be automatically rolled

over into. New stop loss/take profit levels will therefore automatically symmetrically apply to the new CFD Future contract, based on the distance you selected for such loss/take profit levels for the original CFD Future contract.

We will exercise our best effort to inform clients about any projected expiration of instruments by pop-up notifications, email or through our website. However, note that we cannot provide adjustment information about the rollover in advance and before the adjustment occurs. Therefore, clients with open positions who do not wish to have their positions rolled over into the new tradable contract should close their position(s) and/or cancel Orders before the rollover date and open a new position afterwards.

The formula used by Safecap for calculating the Rollover Charge:

- MT4 Platforms / Sirix:
(Lots x Contract Size) x [(New Contract – Old Contract Price) + Spread] + Overnight Rollover
- MT5 Platforms
(Lots x Contract Size) x [(New Contract – Old Contract Price) + Spread]
- Markets Web / Mobile Trader:
Quantity x [(New Contract – Old Contract) + Spread]

General rules:

New Price < Old Price = Credit for Long Positions/Debit for Short Positions

✓ **Conversion fees**

Conversion fees will apply only when your account currency is different than the quoted currency of the underlying asset being traded. The fee will be reflected as a percentage of the conversion rate used. This will affect any conversions made on the Used Margin, Profit and Loss, Overnight Rollovers (Financing), CFD Rollovers and adjustments for Corporate Actions (such as Dividends and Splits).

As an example, if the account currency is US dollars and you open a position on a Euro quoted asset (i.e. Germany30) your Used Margin is converted in US dollars. The conversion will include a fixed percentage on the conversion rate applicable at the time as a mark-up.

The conversion fee is set at 0.3%. For more information please refer to the Order Execution Policy.

- ✓ **Inactivity fees:** where your trading account has remained inactive for more than 3 months, we apply an inactivity fee of USD 10 per month, so as to meet the operational and compliance costs of maintaining your account.
- ✓ **No other fees or commissions are charged.**

21. DEPOSITS

- ✓ **Minimum deposit:** We apply a minimum deposit requirement of 100 USD/EUR/GBP.
- ✓ **Deposit methods:** the following deposit methods are accepted:
 - ▶ Credit card
 - ▶ Wire transfer
 - ▶ Neteller
 - ▶ Skrill
 - ▶ Additional payment methods include: Fast Bank Transfers (Envoy/WorldPay), Ideal, Sofort, Giropay,

Multibanco, Przelewy24, BankLink (SwedBank).

- ✓ **Source of funds remitted to us:** we only accept inward remittances to us from bank accounts or credit cards solely in the name of our client.

22. YOUR MONEY

All clients' money are maintained in segregated and specially designated bank accounts at 3rd party banking institutions in line with Clients' Money rules set by CySEC. All clients' money is available for withdrawal by the clients immediately upon their request and are ring fenced from our own funds or obligations.

We select banking institutions at which we place clients' money following our own due diligence and credit risk assessment, having regard to the credit standing, regulatory oversight and reputation of such banking institutions.

23. WITHDRAWALS

- ✓ **The timeframe of the withdrawal process:** We will process all withdrawal requests within 24 hours irrespective of payment method, as follows:

Payment Method	Processing Time (By Safecap)	Approximate Processing Time (Banks/PMs)	Approximate Total Processing Time
CC	up to 1 day	Up to 7 days	1 to 8 days
WT	up to 1 day	Up to 5 days	1 to 5 days
Online PM's	up to 1 day	Upon Execution	2 days

- ✓ **Withdrawal limitations:** there is a minimum withdrawal amount for every payment method as listed below:
 - ▶ Credit/Debit card: minimum 10 USD/EUR/GBP
 - ▶ Wire Transfer: minimum 100 USD/GBP, 20 EUR
 - ▶ Skrill/Neteller: minimum 5 USD/EUR/GBP
 - ▶ Paypal: minimum 10 USD/EUR/GBP
- ✓ **Withdrawal processing charges:** We do not charge any withdrawal fees. Please note that some banks may charge transaction fees. These fees are not covered by us unless we agree to this before, such as for example where we have offered to you one of our Premium / VIP package of services.

All clients' money are maintained in segregated and specially designated bank accounts at 3rd party banking institutions in line with Clients' Money rules set by CySEC. All clients' money is available for withdrawal by the clients immediately upon their request and are ring fenced from our own funds or obligations.

We select banking institutions at which we place clients' money following our own due diligence and credit risk assessment, having regard to the credit standing, regulatory oversight and reputation of such banking institutions.

24. CUSTOMER LEGAL DOCUMENTS PACK

When we onboard you as a client, we ask you to confirm you have received, read, and accept our Customer Legal Documents Pack. This Customer Legal Documents Pack comprises of the following documents:

- ✓ Your [Investment Services Agreement](#) with us (Terms and Conditions of Trading).
- ✓ [Leverage and Margin Policy](#)
- ✓ [Order Execution Policy](#).
- ✓ [Risk Disclosure Statement](#).
- ✓ [Privacy Policy Statement](#).
- ✓ [Policy for the Management of Conflicts of Interest](#).
- ✓ [Document on Client Categorisation and Regulatory Protections](#).

25. WHERE TO ADDRESS YOUR COMPLAINTS

We view your comments, suggestions and concerns as matters of highest importance for our business. We seek to address your feedback fully, recognizing that a client's feedback and/or expression of dissatisfaction is an opportunity for us to improve by enhancing the quality of our products and level of service.

You are entitled to submit a complaint at any time, where you may feel that our service has not met your satisfaction. Where any trading or other query has not been addressed or when you wish to submit a formal complaint at the initial or a subsequent stage, you can do so by completing the [Online Complaint Form](#).

If you are not satisfied with our response to your complaint you can refer your complaint to the Financial Ombudsman of the Republic of Cyprus. For more information please visit <http://www.financialombudsman.gov.cy>.

Please be aware that any complaints that you may have or any disputes that may arise between you and the Company in connection with you trading CFDs in Cryptocurrencies are not eligible and shall not be accepted for consideration by the Financial Ombudsman of the Republic of Cyprus.

Alternatively, you may submit your complaint to CySEC or other competent authorities. For CySEC you may visit <http://www.cysec.gov.cy/en-GB/complaints/how-to-complain/>.

CySEC's contact details are as follows:

Address: 27 Diagorou Str. CY-1097 Nicosia
Telephone: +357 22506600
Fax: +357 22506700
Postal Address: P.O BOX 24996, 1306 Nicosia
Website: www.cysec.gov.cy

Finally, you may refer to the relevant Cypriot Courts or Alternative Dispute Resolution (ADR) mechanisms.

For privacy and data protection related queries and complaints please contact us at privacy@markets.com.

26. INVESTOR COMPENSATION FUND

Safecap is a member of the Investor Compensation Fund (the "Fund") for clients of Cyprus Investment Firms. The object of the Fund is to secure the claims of the covered clients against the Fund members through the payment of compensation.

Covered clients: if you have been categorised by Safecap as a retail client, you will be eligible to seek compensation from the Fund, to the extent our obligations towards you cannot be satisfied. CySEC has sole responsibility in determining if a regulated firm, like Safecap, may be unable to meet its obligations in connection with the provision by it of the investment or the ancillary services. Such inability is directly related to the investment firm's financial circumstances in respect of which there is no foreseeable realistic prospect of improvement in the near future.

Where you have been convicted of a criminal offense (e.g. a money laundering offense) you may be denied compensation.

You will not be entitled to compensation if you are categorised as a professional client or eligible counterparty.

Maximum compensation: The amount of compensation shall be up to a maximum amount of twenty thousand Euro (€20.000) and the said coverage applies to the total amount of claims of an investor towards a Fund irrespective of the number of accounts, currency and place of provision.

Please note that Fund only covers compensation for the assets you hold with an investment firm in case of such firm's failure to meet its refund obligations to you. It does not offer any compensation for your trading losses or apply to any service failures by or complaints you may have against the investment firm.

In our case, you will be covered with respect to the Equity in your Account with us (as such terms are defined in the Investment Services Agreement).

Procedures for claims: if you would like more information on how to claim from the Fund, please contact our Customer Support Department through the [Contact Us](#) page or via [Live Chat](#) or CySEC at www.cysec.gov.cy or the Investment Compensation Fund as follows:

The Management Committee
Investor Compensation Fund for CIF Clients
Cyprus Securities and Exchange Commission
Stasikratous 32, 4th floor
1065 Nicosia

27. IMPORTANT INFORMATION

Offering of CFDs

CFDs are not eligible for sale in certain jurisdictions or countries. This Policy / Document is not directed to any jurisdiction or country which is included in the Company's Banned Jurisdictions as this is defined in the Agreement. The Policy / Document does not constitute an offer, invitation or solicitation to buy or sell CFDs.

Applicable Language

Please note that where you have been provided with a copy of the KID other than in the English language, this is provided to you for information purposes only. The English version of the KID is the version that is binding on Safecap at all times.

Contact us

For any questions regarding the KID or any other document in our Customer Legal Documents Pack, please contact at a first instance the Customer Support Department through the [Contact Us](#) page or via [Live Chat](#)

Thank you for your valuable consideration of trading with Safecap and MARKETS.COM.

We assure you of our best attention and service at all times.