SAFECAP
Safecap Investments Limited

KEY INVESTOR DOCUMENT

MARKETS.COM
WHERE THE WORLD COMES TO TRADE

This Key Investor Document ("KID") is effective from 29 January, 2017 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: Trading Foreign Exchange and Contracts for Difference is highly speculative, carries a high level of risk and is not appropriate for every investor. You may sustain a loss of some or all of your invested capital, therefore, you should not speculate with capital that you cannot afford to lose. Please ensure that you fully understand our Risk Disclaimer available at http://www.markets.com/risk-disclosure-statement.

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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 Services Board ("FSB") 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 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 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 EU Directive 2004/39/EC of 21 April 2004 on Markets in Financial Instruments ("MiFID") and the Investment Services and Activities and Regulated Markets Law of the Republic of Cyprus which transposed MiFID into Cyprus legislation.

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 Services Board ('FSB') 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

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 reasonable steps to source the best possible price for our clients.

For further details please refer to our Order Execution Policy.

6. 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. 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. 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. Rollovers
   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.

7. OUR PRICES

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

This two-way price consists of a **Bid** (the lower price which is the price at which you as a client may "**Sell**" the CFD) and an **Ask** (the higher price which is 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 either fixed or 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.

8. 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.

Experienced Retail Clients are entitled to trade with maximum leverage levels permitted by Law and Regulations and by our own Leverage and Margin Policy. Less Experienced Investors can trade, however with restricted leverage ratios until they gain further experience. 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. LEVERAGE TRADING AND THE DEFAULT LEVERAGE RATIO OF 1:50

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 leverage is specified as a ratio, such as 1:25, 1:50, 1:100, 1:200 or 1:300. 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 1:100 is a margin requirement of 1%.

Example: If the leverage you select is 1:100 and if you as our client have $1,000 in your account, it means that you can now open trades worth $100,000.

All CFDs in FX, Commodities, Indices, Shares, Bonds and ETFs have set leverage ratios, determined in line with CySEC 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.

For Retail Clients like you, a lower leverage limit which cannot exceed a "maximum lower" default level of 1:50 set by CySEC ("Default Leverage Ratio") applies, unless you have chosen to change this Default Leverage Ratio level to a higher leverage ratio and we are satisfied with your knowledge and experience in trading complex financial instruments like CFDs.
Unless you do so, the leverage ratio applicable for the specific asset class or instrument will apply, subject to the Default Leverage Ratio of 1:50 set by CySEC.

We limit the level of leverage permitted for Less Experienced clients to the Default Leverage Ratio of 1:50 or at any lower level set out in our Leverage and Margin policy.

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.

Clients from Poland are restricted to a maximum of 1:100 leverage on all products.

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.

The Initial or Required Margin is the percentage of a financial instrument price that you, as the client, need to pay for with your own money. This requirement is basically the amount of collateral needed in order to open a margin trade.

10. INITIAL / REQUIRED MARGIN

Initial Margin or required Margin refers to the amount you need in order to open and maintain a position, in addition to the initial loss that will occur due to the spread. The Required Margin is derived from the following formula: (Amount * Instrument Price) / Leverage + (Amount * Spread).

Example: If you intend to buy a CFD on 10 barrels of oil at a price of 51.30 per barrel. The leverage on the Oil CFD is 1:50. The spread on the Oil CFD is $0.03. Your Margin requirement is calculated as follows: (10 * 51.30) / 50 + (10 * 0.03) = $10.56

11. 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, your will receive a margin call and your open position will start liquidating, without any notice by us to you, starting by the most losing position. The Maintenance Margin Level requirement varies depending on the financial instrument. We apply a Margin Close Out Level of 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 2%: $21.40 = [1000 quantity * 1.06 price *2% Margin (or 1:50 leverage)] + 0.20 spread
Currently your Margin Level is at 467% (Equity/Margin=100/21.40).
The Maintenance Margin that is needed to maintain the 1000 EURUSD position is 1%: $10.60.
If the price of the instrument changes and the equity falls below $10.60, you will get a Margin Call and your open positions will start liquidating, since that would mean that your Margin Level fell below 50% (Equity/Margin=10.60/21.40=50%)

We reserve the right to change this Margin Close Out level at our discretion.

12. 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.

13. 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 the insufficient funds. Open positions will be liquidated when the Margin Close out level is 50%.

If you are a Markets.com Web / Mobile Trading platform client, in the event that the value of your positions falls below 70% of the Initial Margin requirement, 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 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.

14. 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.

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 Initial Margin will be $42.96. Your Margin Level will be at 232%. 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 -23%. Your balance will be negative -$10.

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

15. 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.
- ✓ **Market.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):** It is a simple-to-use platforms that is available online. MetaTrader 4 is user friendly for less experienced traders, yet has advanced features, analytic tools and customizability suited to more experienced traders.
- ✓ **Sirix WebTrader:** the Sirix WebTrader platform is a browser based platform, therefore it works on Mac, PC 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.

16. 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, thrade is executed, unless slippage and market gapping has occurred as described below.
- ✓ **Take Profit:** The opposite of a Stop Loss, a Take Profit (sometimes alternatively referred to as a Limit Order) 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, and once that profit point is reached, the trade is executed.
- ✓ **Limit:** A 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.
- ✓ **Stop:** Similarly to a Limit order, a 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.

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.

17. 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 Day Light Saving times 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 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".

18. 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.

19. 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.

  There are fixed spreads of 2 pips on EUR/USD, GBP/USD and many other pairs.

  Our Spreads are either variable or fixed depending on the asset / financial instrument. We publish our Spreads, whether fixed or variable, 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 Market.com WebTrader can be found here.

  We reserve the right to change the level of spreads as well as the basis (from fixed to variable) to reflect actual or anticipated market volatility and events.

- ✓ **Rollover (swaps):** 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 DST) on all positions left open until that time. 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.

Overnight Rollover calculation Example:
(USD key interest rate - EUR key interest rate – Financing charge)*price*amount of position*days/360
Where:

- ✓ **Key interest rate: is the published key interest rate for main refinancing operations (or equivalent) of the central bank of the respective currencies of the cross traded**
- ✓ **Financing charge: a fixed charge of 1%**
- ✓ **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**

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% - 1%)*1.0677*100,000*4/360 = -8.96 USD
You will pay for 4 days an overnight rollover of 8.96 USD

A full list of overnight rollover fees for MT4 can be found here.

CFD Expiration Rollover:

Where the underlying instrument of a CFD is a Future or similar instrument, 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 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. If there would be any substantial price difference between the two Futures, an adjustment will be Credited or Debited from the balance of your account (subject to the open position amount of the expiring CFD).

This Adjustment will show up in your account under Rollover Charge and will not affect the real value of your Equity. However, you should be aware that the switch between the two Future prices of the underlying CFD could involve a substantial price difference. Any existing pending order(s) (stop, limit, entry stop and entry limit) placed on these instruments will be automatically removed on the CFD rollover date at 22:00 GMT (21:00 GMT during DST). To calculate the rollover, we take the prices of the two contracts from the relevant official exchange. There are no other costs incurred by you in the rollover of Future Contracts.

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)] + Overnight Rollover

- Markets Web / Mobile Trader:

Quantity x [New Contract – Old Contract]

General rules:

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

- ✓ **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.**

20. 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.

21. 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.

22. 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 5 USD/EUR/GBP
  - ▶ Wire Transfer: minimum 100 USD/EUR/GBP
  - ▶ Skrill/Neteller: minimum 5 USD/EUR/GBP
  - ▶ Fast bank transfer: minimum 100 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.

23. 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.

24. 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.

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.

25. 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

26. 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.