

## INTRODUCTION

- 1.1. The Company, "BRM Group" is engaged in the operation of an online system facilitating the execution of certain transactions of Financial Contracts (as defined hereunder) by using various platforms. This Agreement applies to the Company's Web site as well as to the electronic content and or software currently contained on the Web site that supplies you with real-time information about the prices of the Financial Contracts (as defined below) and/or the exchange rates of international currencies, as well as with the "BRM Group" System (as defined hereunder) for the execution of Financial Contracts (as defined below) and/or foreign currency trading transactions (hereinafter referred to as the "Service(s)"), and any other features, content or services that the Company may add in the future. The Company provides the Services directly to its customers and/or sometimes by the use of authorized local representatives. The representative applicable to your country, if one is available, is listed in the attached Designated Representatives Exhibit. In the event that the Company has a local representative, the Company may delegate to such representative any powers and/or authorities it so deems fit and necessary from time to time, in connection with the local operations of the "BRM Group" system at your country of residence.

## 1. TERMS

- 2.1. The following terms used in this Agreement shall have the meaning ascribed next to them unless stated otherwise in this Agreement.
- 2.2. **System** shall mean an electronic system designed to facilitate trading in "BRM Group" platform as defined above subject to all terms of this Agreement and the terms of the Trading Manual (as defined below) which conforms an integral part of the Agreement;
- 2.3. **Financial Contract** or **Contract** shall mean a contract to purchase Forex, CFD or any other financial offering that the Company may offer by the System from time to time to its customers;
- 2.4. **Cryptocurrency** or **Crypto** shall mean a cryptocurrency is a digital or virtual currency that uses cryptography for security. A cryptocurrency is difficult to counterfeit because of this security feature. Many cryptocurrencies are decentralized systems based on blockchain technology; a distributed ledger enforced by a disparate network of computers.
- 2.5. **Contract Price** shall mean the rates offered by the System and based upon "indicative" rates provided by various financial information systems as the current updated rates for contracts of the applicable nature on the financial markets;
- 2.6. **Markets** shall mean the international financial, commodities, and other applicable markets, where contract rates are being fixed, and other markets where various financial assets are traded;
- 2.7. **Business Day** shall mean one calendar day beginning at 00:00 and ending at 23:59 GMT;
- 2.8. **Transaction** shall mean purchase/sale of a Financial Contract for a fixed price;
- 2.9. **Closing** shall mean a reversed transaction aimed to close an open position with a sum or at a quantity identical to the one spent in the initial transaction on the same Business Day.

2.10. **Collateral** shall mean the initial sum deposited by you with the Company after the deduction of losses, deduction of funds withdrawn by yourself, plus profits derived from the Transactions;

2.11. **Trading Manual** shall mean the manual detailing the procedures and terms for the performance and execution of Transactions;

## 2. THE ACCOUNT

3.1. Upon execution of this Agreement, the Company "BRM Group" shall set up an account in your name and ownership in the System. The account and other relevant details shall be in accordance with the information provided by you, as shall be required by the Company "BRM Group" from time to time. You must ensure that the information provided by yourself is complete, true and accurate. It is hereby clarified that the provision of misleading information may be regarded as an offence and shall entail immediate cessation of activities in your account or its immediate closure. You acknowledge that upon the completion of your identification process by the Company "BRM Group", it may report you as a beneficiary in the applicable account held by the financial institution with which the Company "BRM Group" deposits the Collateral funds, in amounts up to the credit balance recorded in your account at the System from time to time, and to that end may transfer identification details provided to it by yourself.

3.2. By accepting all of the terms and conditions of this Agreement, you hereby authorize and empower the Company "BRM Group", until written notice contrary to the effect shall be received from you by the Company "BRM Group" to carry out orders and activities in accordance with your instructions or according to instructions provided by your duly authorized agent(s) in writing and/or orally all in accordance with the powers granted to the Company under this Agreement and/or for the provision of the Services.

3.3. Acquisition of Financial Contracts through the System must be affected in accordance with the latest version of the terms and conditions presented in this site. To remove any doubts, the Company "BRM Group" may amend, change or cancel any part of the said terms and conditions, and their effect shall be from the date such amended terms have been inserted into the site. Acquisition of a Financial Contract is completed when the Financial Contract has been customized, the premium (or the pat, as the case may be) has been calculated and payment has been verified.

3.4. The Company "BRM Group" reserves the right to retroactively adjust the spread applied to the positions where, due to a technical / human error, a spread is incorrect and not consistent with that published on our website.

3.5. Each trade is subject to the cost of spreads and commissions on opening and to the swap that is applied every night at a cost of 0.00% and 0.00% on cryptocurrency.

### 3. WEEKENDS AND HOLIDAYS

4.1. The Most banks across the world are closed on Saturdays and Sundays, so there is no rollover on these days, but most banks still apply interest for Saturday and Sunday. To measure for this, the forex market books three days of rollover on Wednesdays, which makes a typical Wednesday rollover three times the amount. Please note that for some instruments triple swap is applied on Friday. There is no rollover on holidays, but there is an extra days' worth of rollover two business days before the holiday. Typically, holiday rollover happens if any of the currencies traded has a major holiday.

4.2. The company "BRM Group" can provide a personal broker/consultant/analyst, who from time to time or at my request provide me with research and advice regarding the financial markets, including trade recommendations based on the broker own analysis. **The company "BRM Group" does not charge any commissions or fees, under any circumstances, because the services of the broker/consultant/analys are provided free of charge. Any decisions to trade or not trade using the trading strategy provided by broker/consultant/analys are made solely by the trader at his/her discretion and the company "BRM Group" does not take any responsibility for profits or losses incurred as a result of the marketing information provided by phone, email, trading signals or third party services who provide to the customer the daily updates.**

### 4. BONUS TERMS AND CONDITIONS

5.1. BRM Group offers a number of attractive reward features to its new and existing clients. Bonuses and one-time trading credits rewarded to clients are part of BRM Group promotions programs. These bonuses have limited time offers and the terms and conditions associated with any bonus reward which clients will be given the opportunity to consider prior to accepting any bonus offer.

5.2. Bonus amount cannot be used for withdrawals until the end of Term or Period. The length of a Term or Period varies from asset to asset; please check our website for more details. At the end of Term or Period, the client will only be eligible to withdraw a bonus amount if the client has transacted a turnover equivalent to 50 fifty times the combined value of the client's initial deposit amount and bonus amount. For example, if the client deposited €1,000 (one thousand) received a bonus of €200 (two hundred), client must achieve:  $(1,000+200=1,200) \times 50$ , then a total turnover of €60,000 before being eligible to withdraw any bonus amount at the end of Term.

5.3. From the date you receive your Bonus your trading volume will start counting towards the volume requirement for Bonus Withdrawal.

5.4. Any indication of fraud, manipulation, cash-back arbitrage or other forms of deceitful or fraudulent activity based on the provision of the bonus will render the account inactive along with any and all profits or losses accumulated.

5.5. Clients are prohibited from opening multiple accounts at BRM Group for the sole purpose of enjoying more than one introductory bonus. **Duplicate accounts may be closed without notice.** BRM Group will retain any bonus awarded to the client, any earnings will be forfeited, and any amount deposited by the client will be returned to the client accordingly.

5.6. Client is not required to accept any bonus offered by BRM Group all bonuses are optional. During the client's initial deposit, the client may choose not to accept a bonus. In these circumstances, the client will not be bound to the terms relating to bonuses. Should the client mistakenly accept a bonus, the client must notify a member of our Customer Support Team within 5 working days of mistakenly accepting the bonus. In such circumstances, BRM Group will remove the bonus from the client's account and the client shall not be held to the bonus terms, however, all other terms and conditions shall continue to apply. The client must not have placed more than 2 trades since mistakenly accepting the bonus in order for the bonus to be removed from the client's account.

## **5. FTD PROMOTIONAL OFFER**

6.1. Opening a new account with BRM Group without having an existing account.

6.2. Deposit EUR 1000.00 (One thousand EURO's) or more.

6.3. Fraudulent, multiple or incorrectly completed applications will not be accepted.

6.4. The minimum position lot size value is 0.05=5,000 (thousand) base currency units and the maximum position value is 0.10 = 10,000 (ten thousand) base currency units, or equivalent to an exposure of up to EUR€10,000 (EURO ten thousand) in case of Commodities or CFDs. In the event of an exposure larger than the one stated above, BRM Group reserves the right to revise the position amount.

6.5. The protected positions should be automatically closed within 48 to 72 hours of the opening date. In the event of failing to do so, the relevant position(s) will not be protected any longer.

## **6. COMPANY'S RIGHTS REGARDING THE OPERATION OF YOUR ACCOUNT**

7.1. When the Company "BRM Group" has reason to suspect that the System was abused by you or that you have used some means in order to affect or manipulate the System in general or the price of a specific Contract in particular.

7.2. Operations on trading accounts are personal and the operations on third parties are not authorized. Equal simultaneous connection to trading accounts from different IPs is not allowed. The company "BRM Group" has the right to investigate and, if such situations arise, it's a discretion of the company to apply a fine up to €1,000 for each trade opened by an unauthorized person or different IPs on the same day and in different locations and repeated in the timeframe. The company "BRM Group" reserves the right to block the trading account for a minimum of 90 days and a maximum of 180. And to indefinitely renew the investigations on the managers until the trading account and the related funds are blocked indefinitely. In case of abuse or manipulation of the System, the Company "BRM Group" may at its sole discretion take any measures it deems fit and appropriate under the said circumstances.

## **7. ADDITIONAL DEPOSITS, WITHDRAWALS AND CLOSURE OF THE ACCOUNT**

8.1. Any withdrawal of the available Collateral, whether partial or total, including any accrued profits (but not future profits) – shall be executed by you in writing, with a prior notice to the Company “BRM Group” of at least seven business days.

8.2. You may transfer to your account, at any time, additional funds to be used as Collateral for transactions. All terms of this Agreement shall apply to any additional funds so deposited.

## **8. AUTHORIZED PERSONS**

9.1. You may from time to time inform the Company “BRM Group” of any person or persons that you have empowered or authorized to communicate with the Company “BRM Group” on your behalf. Such information shall only be sent to the Company “BRM Group” by a written notice, which shall include the names and identifications details of the authorized person or the persons. In addition, a signature specimen of each of the above shall be delivered to the Company “BRM Group”. This delegation of authority could also be revoked in writing.

9.2. You may transfer to your account, at any time, additional funds to be used as Collateral for transactions. All terms of this Agreement shall apply to any additional funds so deposited.

## **9. RECORDING OF TELEPHONE CONVERSATION AND RECORD KEEPING**

10.1. The Company “BRM Group” or an authorized party on its behalf may (but is not obligated to) record every telephone conversation.

10.2. The Company “BRM Group” or an authorized party on its behalf shall keep copies of every written order received from you for a period to be determined by its sole discretion. Furthermore, the Company “BRM Group” or an authorized party on its behalf shall maintain records of all your Transactions.

10.3. Any of these records/recordings may be used by the Company “BRM Group” for any purpose the Company sees fit, including in the resolution of conflicts which might occur between the Parties.

## 10. WITHDRAWAL INSTRUCTIONS

11.1. In case you wish to withdraw funds accrued in your account, you must request to the Company “BRM Group” platform, the “Request for release of funds” form, which shall be filled by you to the Company “BRM Group” or an authorized party on its behalf. No funds shall be released by the Company “BRM Group” without request filled in platform.

11.2. In order to get a withdraw, your request has to follow these points;

- Withdrawals are processed if all KYC documentation on the account is in order. If we missed some documents, the withdraw goes stuck;
- If there are open positions, the back office reserves the right to wait for adequate available capital to be withdrawn;
- The Broker reserves the right to carry out a post-clearance check on the correct application of spreads and swaps on closed positions;
- The withdrawal is processed and processed within business of the request (excluding Saturday, Sunday and holidays);

## 11. PRIVACY STATEMENT

12.1. The Company “BRM Group” regards the privacy of its customers and protection of information concerning them of prime importance. We store and process your information on servers where they are protected by both physical and technological security measures. If you object to your information being treated in this way, please do not use our services. We shall not sell or rent your personal information to third parties for any purposes without your explicit consent and we shall only use your information as described in our Privacy Policy. However, by accepting this Agreement you consent to the receipt of promotional and advertising material.