

# TCB Global Brokerage Ltd

## TCB Terms and Conditions

In all matters TCB Global Brokerage Ltd (TCB) acts as an introductory agent between two trading partners (Principals).

For the avoidance of doubt, TCB is not, and should not be considered as, an agent *Del Credere*. Therefore, TCB offers no guarantee of either payment or performance on behalf of any buying or selling party.

While TCB makes every endeavour to ensure that parties introduced are of good commercial standing and that any offers to buy or sell are made in good faith, TCB offers no guarantees as to the fiduciary prudence or creditworthiness of any party.

Commission payments due to TCB by either the purchasing client or the selling client, or both, shall be as detailed in the individual client referral agreement relative to each particular referral and payment will be as determined by such agreement.

All and any commission payments due from referrals from TCB shall be paid to TCB limited as advised on the individual referral agreement and not to any other party or person. Any payment, or attempted payment in breach of this condition will be deemed to be fraudulent and reported to the relevant financial authorities without notice to the offending party.

Any agreement made between TCB and another party for the referral of business shall not grant the principal party any right of exclusivity unless specifically agreed in writing by TCB and the Principal and any such exclusivity shall be limited to either one transaction, or one specific period of time (not the exceed three months).

Any agreement made between principal and TCB shall not be assignable by either party, in whole or in part.

TCB warrant that all discussions with clients will be kept strictly confidential from the very first contact.

TCB is not, nor will be, an employee of any Principal client.

Any agreement made by TCB for client referral shall be under these general terms and conditions which will be deemed to be included in each such referral agreement.

Any agreement made between GTCB and a Principal client under these over-arching Terms and Conditions, and any claim or dispute made thereunder, shall be governed by English law and the parties to such an agreement will be required to subject themselves to the laws of England and the London Court of International Arbitration (LCIA).

Any such proceedings or hearings under the above clause shall be conducted in the English language.