

IFCM CYPRUS LIMITED

Terms and Conditions of Business

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IFCM Cyprus Limited

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INTRODUCTION

IFCM Cyprus Limited (former Infin Markets Limited) is an Investment and Financial Services Firm incorporated in the Republic of Cyprus with registration number HE 276909 (<http://www.mcit.gov.cy/>) The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (<http://www.cysec.gov.cy>) and operates under the license No 147/11.

ACKNOWLEDGMENT

The Client acknowledges that he has read, understood and accepted the Terms and Conditions of Business set out by the Company as amended from time to time, in addition to any other information contained on the website of IFCM Cyprus Limited and available online at: <http://www.ifcmarkets.eu>.

By accepting the Terms and Conditions of Business, which is an integral part of the [Client Agreement](#), the Client enters into a binding legal agreement with the Company.

The Client acknowledges and accepts that the Company's official language of communication is the English language and that the Client should always monitor and be acquainted with all information and disclosures published on the web-site of the Company.

SCOPE OF THE TERMS AND CONDITIONS OF BUSINESS

The Terms and Conditions of Business define all procedures connected with the execution of the Client orders.

The Terms and Conditions of Business are non-negotiable and if any amendments have to be made to it, the Company will give a reasonable notice to the Client.

INTERPRETATION OF TERMS

Arbitrage: Performing operations in order to gain profit due to changes of currency courses on international currency markets. This operation is a transaction that consists of two actions: selling and buying of different kinds of currencies on the same sum

Authorised person: Any natural or legal person who is duly authorized to act on behalf of the Client through special Power of Attorney

Agreement: the Terms and Conditions defining the services offered by the Company under the Client Agreement

Balance: is a total finance result of all completed transactions and operations of depositing and withdrawing of money from the trading account

Balance Currency: The currency that the trading account of the Client is denominated in; it shall mean that all charges, commissions, fees and other payments are calculated in that currency

Base currency and quoted currency: Each currency item on Forex market includes two currencies: the first currency in indication is named "base currency", second is "quoted currency". It is essential to understand that all the transactions are performed in the base currency. Because of this, profit or loss and cost of the point are received in the quoted currency. To get these figures to the balance currency, the Company automatically re-counts it due to the current market course. There is no commission for this type of conversion

Bid/Ask prices: There are two types of prices on the Forex market: 1) the price of buying (ask) and 2) the price of selling (bid)

Client: Any natural or legal person who has completed the procedure stated in the above paragraph regarding the commencement of the Client Agreement

Client Account or Trading Account: Special personal account with unique number opened by the Company in the name of the Client and maintained for the purposes of trading in financial instruments through the trading platform(s) of the Company

Closed position: Purchase (sale) covered by the opposite sale (purchase) of the contract (opposite of the open position)

Contract for Difference (CFD): Contract for Difference on spot foreign exchange/shares/spot, metals/futures or, any other related Contract for Difference related financial instrument which is made available for trade through the trading platforms of the Company

Contract's specification: Main trading conditions (spread, minimum/maximum volume of transaction, step of changing volume of transaction, margin etc.) for each financial instrument offered by the Company

Current market rate: Current price of performing transactions for certain currency pair on the financial market

Equity: The funds on the Client's Account reduced by the current loss on the open positions and increased by the current profit on the open positions (account's balance adjusted according to open positions' current result)

FATCA: Foreign Account Tax Compliance Act

FFI: Foreign Financial Institution

Financial instruments: means the financial instruments in relation to which the Company is authorised to provide its services in accordance with its CIF authorisation.

Floating profit/loss: unfixed profits/losses on the opened positions due to the current value of the currency courses.

Free Margin: The funds that are available for opening a position calculated as follows: Free Margin = Equity – Margin

Full finished transaction: It consists of two opposite trading operations with the same volume (opening position and closing position): buying and following selling or selling and following buying

Locked positions: Long and short positions, simultaneously opened on the same financial instrument and on the same trading account (applicable only to NetTradeX trading platform). In the MetaTrader 4 trading platform, these types of positions are referred to as hedged positions.

Login and password: Necessary details used by the Client in order to access his trading account and the Company's electronic systems

Long position: Buy of financial instrument aiming at selling it at increased price. Applied to currency pairs: buying of base currency for quoted currency

Margin: The funds available in the trading account of the Client which are required for maintaining an open position

Margin Level: Shall mean the equity to Margin ratio calculated as follows:
Margin Level = Equity/Margin

Marginal Trading: Performing of arbitrage operations for a sum several times greater than the value of the client's own money (free margin). In this case, a possible loss over this arbitrage must be covered by the current sum of the client's free margin

Market Maker: A Company or an individual that quotes both a buy and a sell price in a financial instrument

Necessary margin: This is the amount of funds required by Company for keeping the positions opened. For each financial instrument, this amount is determined by the leverage and the volume of the opened position

Non-market price: The price of financial instrument that appears in the trading platform due to some technical error

Open position: Purchase (or sale) not covered by the opposite sale (or purchase) of the contract. It shall mean any position that has not been closed

Over-the Counter (OTC): Trading in financial instruments such as stocks, bonds, commodities, derivatives, foreign exchange currencies, etc. directly between two parties outside of a regulated market. Shall mean the execution venue for any financial instruments whose trading is governed by the Client Agreement

Order: Any instruction given to the Company by the Client for performing trading operations

Orders level: Price specified by the Client at which the order shall be executed

Point or pips:

- the minimum change in the fourth decimal place (0.0001) for currency pairs (spot foreign exchange) quoted to 5 figures after the decimal point
- the minimum change in the second decimal place (0.01) for currency pairs (spot foreign exchange) quoted to 3 figures after the decimal point
- the minimum change in the last decimal place for other financial instruments (shares, spot metals, futures etc.)

Rate: Price of the unit of base currency shown in quoted currency

Request: The Client instruction to the Company to get a quotation

Quotation: The information about the current course of the financial instrument shown in Bid and Ask view

Short position: Sell of a financial instrument hoping that its price will fall. Applied to currency pairs: selling of base currency for quoted currency

Spot trade: Purchase or sale of a foreign currency or commodity at an agreed price for settlement on the spot date. Futures transactions that expire in the current month are also considered spot trades.

Spread: This is the difference between Ask and Bid prices. The information received by the Client through the Trading Platform includes both of those prices. Current spread represents the liquidity level of the financial instrument.

SWAP: Operation consisting of two opposite conversion transactions for the same volume of traded currency with different value dates and different changing rates. The result is presented as a balance operation 'SWAP' in the trading account

Trading Platform: The program product used by the Client for receiving information regarding the trading process online, performing technical analysis of the markets, conducting trading operations, setting up, modifying or deleting orders, communicating with the Company etc.

US Reportable Person: In accordance to FATCA, a US Reportable person is: a) a US citizen (including dual citizen), b) a US resident alien for tax purposes, c) a domestic partnership, d) a domestic corporation, e) any estate other than a foreign estate, f) any trust if:

- a court within the United States is able to exercise primary supervision over the administration of the trust
- one or more United States persons have the authority to control all substantial decisions of the trust
- any other person that is not a foreign person

Value date: The date when the funds have been delivered

Written Notification: Hard or electronic copy of any document (including faxes, emails, inner post of Client's terminal, etc.)

ELECTRONIC TRADING

By accepting these Terms and Conditions of Business the Client is entitled to download and install the trading platform(s) of the Company available online at: <http://www.ifcmarkets.eu>, as well as to receive login and password to connect to the Trading Platform in order to be able to perform trades in financial instruments offered by the Company.

The Client shall be solely responsible for any instructions sent to the Company by him or by his authorized representative through the Trading Platform(s).

The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform (s) or part of them in order to ensure the effective and efficient operation of its systems and to protect its own and the interests of the Client. In such cases, the Company may need to close any or all trading accounts of the Client.

The Client agrees and states that he will keep his credentials in a safe place, and shall not reveal them to any other person. He will not proceed with any action that could possibly allow the irregular or unauthorized access or use of the Trading Platform(s) of the Company. If, under any circumstances, the Client reveals his credentials to either a natural or legal person, other than his authorized representative, the Company shall not bear responsibility for any loss which may arise as a result of the transactions performed during an unauthorized or illegal use of his Login(s) and Password(s).

The Client shall immediately inform the Company if it comes to his attention that his credentials have been used for any purposes by unauthorized person and without his express consent. The Client accepts that the Company bears no responsibility if either a natural or legal person attains through such unauthorized access any information connected with the Client's trading activity.

The Client agrees not to attempt to abuse the Trading Platform(s) in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

The Client accepts that the Company bears no responsibility for any loss, incurred by the Client due to his inability to access the Trading Platform(s) of the Company if this has been caused by:

- a) Client's failure to maintain the software updated as required;
- b) any other software, telecommunication or electronic system failure.

The Company shall have no liability for any potential damage the Client may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.

The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under these Terms and Conditions because of network connection or electricity failures. In the case of such electricity/ communication/ Internet failures, if the Client wishes to execute a position, then he must contact the Company's Dealing Department on the phone line: +357 25 375 571 and give a verbal instruction. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or, in cases where the Company is not satisfied about Client's identity or, in cases where the transaction is complicated or, in cases where the quality of the line is poor. Furthermore, the Company reserves the right to ask the Client to give instructions on his transactions by other means if this is deemed appropriate.

INSTRUCTIONS AND ORDERS

Transmission of Instructions

Method of transmission

The Company operates an online Trading Platform for the purpose of trading for its clients.

Clients orders are entered electronically (online) via the Platform.

Checks

All trade orders are checked by the Reception and Transmission Department for:

- *Appropriateness.* An appropriateness test is done for each Client to ensure instruments traded are appropriate for him/her. This test is done when all Clients' trading accounts are opened.
- *Availability of Funds.* Funds need to be available before any orders are processed. This is automatically checked by the systems of the Company (no orders are accepted if no funds available).
- *Transparency.* All Client orders need to be clear and specific and recorded/filed as appropriate.

Details needed

The following details needed to be provided by a Client when sending an order:

- a) Client name/code/ID

- b) Client authorization via login (for electronic orders)
- c) Type of financial instrument
- d) Quantity of financial instrument to be sold/bought
- e) Price (limit, minimum price, maximum price etc.)
- f) Date the order becomes invalid if not executed
- g) Market/venue where/through which the transaction shall be executed
- h) Any other special instructions of the Client

Monitoring of transactions

The Reception and Transmission Department monitors all accepted orders and makes the following reviews:

- a review of the Client order to identify unusual transactions in relation to the Client's usual activities
- a review of the Client order to ensure that the transaction requested does not fall under the prohibited/suspicious transactions and acts that are contrary to the provisions of the Law.

In case a Client Order is unusual (as per the procedures for money laundering contained in the Risk Management and Procedures Manual regarding Money Laundering and Terrorist Financing); the Money Laundering Compliance Officer is notified.

In case the transaction requested falls under the prohibited transactions list, the Client order is rejected and the Client is informed online about the fact with the reason for this rejection.

Others

At the end of each trading day all executed transactions are sent to the Operations Department.

Reception of Trade Orders Electronically (on-line)

When receiving orders electronically the Company ensures that the Client is identified and appropriate authority is given. This is done via the use of appropriate login and password for Clients.

Type of orders

The trading platform of the Company executes various order types:

Market order

Market order is an instruction to buy or sell a currency pair at the current market price. The transaction is performed instantly via the Trading Platform and at the price showing the market order window or via telephone at the price quoted by the dealer. In conditions of high volatility the opening of a position can be done in two ways:

While opening the position, a Client may be offered to accept a new market price which will be different to the price originally announced to the Client, due to sudden market price movements or for any other reason the Company deems appropriate. In this case, the client will need to accept the new quoted price so as his order to be deemed received by the Company.

A Client can also set a deviation range in which the acceptable execution price may fluctuate. In this case, a position will be opened by no further confirmation requested if within the range set.

Pending order

Pending order – is an order to open a trading position at a price different from the current market price. The order transactions are performed at the time when the market reaches the requested execution price level specified by the pending order of the Client.

In conditions of high volatility and due to possible price gaps (after weekends, on holidays, after macroeconomic data releases) all submitted pending orders are performed at the first price available after the price gap.

Under certain market conditions, when the execution of an order (Sell Limit, Buy Limit, Sell Stop, Buy Stop, Stop Loss and Take Profit) at the requested price is impossible, the Company may perform such order at the best available current market price.

In the MetaTrader 4 trading platform, there are four types of pending orders:

1. Buy Stop: placing a pending order to buy above the market price
2. Sell Stop: placing a pending order to sell below the market price
3. Buy Limit: placing a pending order to buy below the market price
4. Sell Limit: placing a pending order to buy above the market price

Linked limit and stop orders (applicable to NetTradeX platform only)

There are two main types of orders linked to an open position or a pending order: Stop-loss and Take-profit.

Stop-loss order is a type of linked order designed to limit possible losses either on an already open position or on a position that will be opened by a pending order.

Take-profit order is a type of linked order designed to close for a profit an already open position or a position that will be opened by a pending order.

Active linked orders are automatically deleted if the parent trading position is closed or a pending order is deleted.

Linked stop-loss and take-profit orders are executed at the price set by a Client except in the case of high-volatile market when these orders may be performed at the first price available on the market.

OCO (one cancels other) orders (applicable to NetTradeX trading platform only)

OCO (one cancels other) order is a combination of two pending orders set to open a position at a price different to the current market price. Execution of one of the two orders leads to an automatic removal of the remaining one. OCO order filling policy is the same as that of the pending order.

Activation orders (applicable to NetTradeX trading platform only)

Activation order is a pending order activated once the current market price has reached the level of activation.

Activation order filling policy is the same as that of the pending order.

Trailing stop order

A trailing stop is the same as a stop-loss order with the only difference being that, instead of setting a price at which the order is activated the trailing stop order is activated at a fixed distance from the market price. For example, if Client has opened a long position and the ask price increases, the trailing stop price will also increase and will trail behind the ask price at the fixed distance set by Client. If the ask price then decreases, the trailing stop price will remain fixed at its last position and if the ask price reaches the trailing stop price, the order will be executed.

In MetaTrader 4, a trailing stop order will not remain active within the server. If at any time the Client loses his internet connection, the trailing stop order will become temporarily disabled until connection is restored. In order to continuously keep the trailing stop order active in MetaTrader 4, the Client should continuously be connected to the MetaTrader 4 trading server.

Once the Client has provided the Company with specific instructions as to how his order has to be executed, then the Company will comply with the obligation to take all reasonable steps to obtain the best possible result when executing that order, simply by following the Client's instructions. In some cases, the Client's instructions may prevent the implementation of the Company's Order Execution Policy. If the Client's instructions are incomplete, then the Company will follow its Order Execution Policy for those parts or aspects of the order not covered by the Client's instructions.

Best Execution

The Company will take all reasonable steps to obtain the best possible result for the execution of its Clients' orders. In doing that, the Company will take into consideration the several factors when executing Clients orders against the Company's quoted prices, such as price, costs, speed, likelihood of execution and settlement, together with any other consideration relevant to the execution of the order. Furthermore, the Company will take into account the status of the Client as a retail, professional or eligible, together with the nature of the order, the characteristics of the financial instruments to which the order relates and the specifics of the execution venue.

The Company will give the highest priority to total consideration of the abovementioned factors, concentrating on the price of the relevant financial instruments and the costs related to execution. However, other factors may be prioritized at some point, including the impact on market prices of displaying and executing the Client's order, the speed and likelihood of execution and the availability of price improvement.

The Company bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Company with information in relation to the execution of the Client's transactions in financial instruments, unless such acts or omissions were the result of negligence or error of the Company.

Effect of other factors on the execution of the Clients' orders

The Company reserves the right to modify its spreads. The Client may experience widened spreads and slippage under certain market conditions (i.e. high volatile market or low liquidity).

Execution Venues

Execution venues are defined as the entities with which the orders are placed or to which the Company transmits orders for execution. For the purposes of orders for the Financial Instrument provided by the Company, the Company acts as principal and not as agent on the Client's behalf. Therefore, the Company is the sole Execution Venue for the execution of the Client's orders. The Company does not transmit the Client order in the external market if the order is for the financial instrument provided by the Company.

Client Consent

Before the Client enters into an Agreement with the Company, he needs to consent to this Policy. Furthermore, prior to the execution or transmission of any order for execution outside a regulated market or a Multilateral Trading Facility, the Company is required to obtain the Client's prior express consent.

Monitor and Review

The Company will monitor the effectiveness of the Best Execution Policy. The Company will assess from time to time whether the quote providers supply the Company with such prices which allow it to meet the regulatory obligations imposed on its operations. The Company will also assess all changes to the execution arrangements which may be required. In case of such changes, the Client will be duly notified.

Refusal to Execute Order

The Company has the right not to accept a Client order in the following circumstances:

- Absence of essential details

- Unclear instructions
- Not possible execution caused by market conditions
- Receipt from the Client of a notice on cancellation of the Client Agreement before the order is transmitted for execution
- Forwarding of the notice on termination of the Client Agreement by the Company to the Client
- Default or inadequate execution by the Client of the liabilities under the Client Agreement
- Inadequate funds
- Client instructions are not consistent with his profile and the Client refuses to accept responsibility for giving order

The rejection of a Client Order is done automatically by the systems of the Company and a reason is provided immediately via the system.

A rejection to accept orders (instructions) means that the Company has the right to suspend acceptance and of any other orders on behalf of Client.

Cancellation of Executed Orders

The Company reserves the right to cancel any executed Client's order under the following circumstances:

- if it has been executed by non-market price
- if it is identified that illegal actions led to the transaction
- if it is identified that the Client has taken an advantage of imperfection of the trading platform or other Company's system in order to gain extra profits
- if the Client requests to cancel an executed order under reasonable grounds and the Company agrees to cancel this order

Swap

Operation of moving transaction to a new value date is called SWAP. This is an operation of closing an old position and simultaneous opening a new position of the same currency pair, with the same volume and with the same price, but with the new value date. In this case, the Company performs payment or compensation according to the direction and the base currency of the transaction. This payment (the cost of move) is presented in the Client account as a positive or a negative balance operation and depends on the difference of the interest rates between currencies.

Swap is added from Monday to Friday singly, except for Wednesday to Thursday rollover when it is in threefold (for weekends). Swap is counted every 24 hours at 00:00 server time, and it depends on the rate of the

financial instrument at the time of Swap calculation. For this reason, Swap amount may differ from day to day.

Further information about Swaps can be found on the web site of the Company <http://www.ifcmarkets.eu>.

FATCA

Without limiting the foregoing, the Company, a regulated Cyprus Investment firm, is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA.

The Client acknowledges and accepts that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>.

The Client may contact the Company for additional information and/or clarifications prior to the signing of this Agreement.

ACCOUNT TYPES

Account types offered by the Company to its clients are published on the Company's web-site <http://www.ifcmarkets.eu>. The Company reserves the right to modify the account types without the preliminary notice.

TRADING CONDITIONS

Trading conditions offered by the Company to its clients are published on the Company's website <http://www.ifcmarkets.eu>. The Company reserves the right to change any trading conditions without the preliminary notice.

TRADING VOLUMES

Volume of positions opened by the Client through the trading platform may be limited by the Company.

Available limitations are published on the web site of the Company (<http://www.ifcmarkets.eu>). The Company reserves the right to change any trading volumes limitations without the preliminary notice.

TRADING TIMES

Trading times of all trading instruments offered by the Company are published on the Company's website: <http://www.ifcmarkets.eu>. The Company reserves the right to change the trading times of any instrument without the preliminary notice.

MARGIN REQUIREMENTS

The client must always supply enough margin to maintain any open position. Margin requirements are published on the Company's website <http://www.ifcmarkets.eu>. In order to avoid any Client liabilities towards the company, the Company reserves the right to close one or several Client's positions if there are losses over them. Closing may be performed if margin level reaches or falls under the certain level published on the Company's website <http://www.ifcmarkets.eu>. The Company reserves the right to change its margin requirements without the preliminary notice.

NEGATIVE BALANCE PROTECTION

IFCM Cyprus Limited (former Infin Markets Limited) offers Negative Balance Protection guarantee to all clients as part of the Client Agreement, as long as it is not manipulated and is accepted in good faith. We are committed to a strict policy ensuring that clients may never lose more than their total deposits.

HANDLING OF CLIENT COMPLAINTS

The Company has in place an effective procedure for handling Client complaints.

The main provisions of the procedure are:

- Complaints are handled by the Customer Service Department
- All complaints are recorded together with actions taken to resolve them
- All complaints are reviewed by the General Manager of the Company to ensure reasonable steps are taken to resolve them

The main document that can be subject of client complaint is the statement on his trades provided regularly by the Company. If the Client does not agree with the correctness of this statement, he has the right to submit a complaint against the Company within 48 hours after the receipt of the statement.

All complaints should be directed to the Customer Service Department of the Company at support@ifcmarkets.com with a detailed description of the problem and the number of the transaction. The Customer Service Department investigates the complaint within five days of recording it and decides on corrective action (if deemed necessary). A response is sent to Client within two weeks of filing of the complaint informing them of steps taken to resolve it. All problems are resolved within four weeks of communicating with the Client.

If the Client is not satisfied by the reply of the Customer Service Department, he may address his complaint to the Compliance Department of the Company at: compliance@ifcmarkets.eu.

If there are no complaints from the Client regarding the statement on his account, it is considered to be correct and confirmed.

GOVERNING LAW AND JURISDICTION

The Client accepts that these Terms and Conditions of Business and any investment and/or ancillary services provided under it shall be governed by the laws of the Republic of Cyprus.

The Client unconditionally agrees that:

- the competent courts and jurisdiction of the Republic of Cyprus will exercise power over these Terms and Conditions of Business and can determine any legal proceedings under the same in case it is deemed necessary
- waives of his rights to object any decisions released by these courts, and agrees never to claim that this kind of judicial proceedings are inconvenient due to the place they are located or that the decisions have no juridical power over him

FAQS

All questions regarding the Terms and Conditions of Business should be addressed to the Customer Service Department of IFCM Cyprus Limited via email at support@ifcmarkets.com, by phone at +357 25 730 877, or fax at +357 25 335 835.

ADDITIONAL CONTACTS

Dealing Department

E-mail: dealing@ifcmarkets.eu

Telephone: +357 25 375 571

Compliance Department

E-mail: compliance@ifcmarkets.eu

All Client complaints will be considered in due course.

IFCM Cyprus Limited

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