

TERMS AND CONDITIONS

of Participation in the Contest on Demo Accounts

(55 winning places / each winner will get \$1,000 guaranteed investment on a prize TIMA Account)

1. Objective of the Contest on Demo Accounts and General Terms and Conditions

1.1. These Terms and Conditions of the Contest on Demo Accounts (hereinafter referred to as “Terms and Conditions”) are made and approved by the broker company Gerchik & Co Ltd. (hereinafter referred to as “Company”) within the framework of the Contest on Demo Accounts organized by the Company (hereinafter referred to as the “Contest”), and cover terms and conditions of Contest participation, as well as a procedure for determining the winners of the Contest, including the conditions of their further awarding, and apply to all persons submitting their applications for participation in the Contest (hereinafter referred to as the “Participants”).

1.2. The Contest objective is to determine 55 (fifty-five) winners out of the total number of Participants who showed the best trading results under these Terms and Conditions upon the Contest completion and according to the decision passed by the Company’s Contest Committee.

1.3. The Participants of the Contest accept and acknowledge:

a) these Terms and Conditions as a single official document regulating all stages of the Contest, and shall abide by these Terms and Conditions, thus observing all Contest participation provisions, as well as the Contest winner awarding procedure and terms;

b) Regulations on Conduct of Trading Operations: https://gerchikco.com/docs/information/Regulations_on_Conduct_of_Trading_Operations.pdf

(hereinafter referred to as the “Regulations”) and shall comply with its provisions in the course of participation in the Contest. In the event of any controversy between the abovementioned Regulations and these Terms and Conditions, provisions outlined herein shall apply.

1.4. These Terms and Conditions are publicly available on the Company’s official website at <https://gerchikco.com/contest/>. Any person who submitted application for participation in the Contest shall be deemed to have read and understood these Terms and Conditions to the fullest extent, and may not declare otherwise in the course of participation in the Contest and/or at the stage of determining the Participants as the Contest winners.

1.5. The Company shall have the right to make any amendments and/or modifications to these Terms and Conditions at its own discretion and at any stage of the Contest. The said amendments and/or modifications shall become effective immediately upon introduction thereof to these Terms and Conditions, whereof the Company shall inform the Participants of the Contests by publishing the current version of the Terms and Conditions on the Company’s official website.

1.6. General terminology applied in the Client’s Agreement and its exhibits is used in these Terms and Conditions.

2. Terms and Conditions of Participation in the Contest 15.09.2020, 00.00.00 AM according to the time of the Company’s server to 12.12.2020, 00.00.00 PM according to the time of the Company’s server (hereinafter referred to as the “Contest time period”).

2.2. To participate in the Contest, the Participant shall have the client’s account in the information and trading system of the Company and application for participation in the Contest submitted in accordance with these Terms and Conditions. Applications for participation in the Contest are received from the date when these Terms and Conditions are published on the Company’s official website and through 14.09.2020 inclusive, provided that the process of the Participant’s identity verification has been initiated through provision by the Participant of a scanned copy of his/her identity document (passport, ID card, etc.) in accordance with the Company’s procedure.

2.3. The Contest results shall be determined within 3 (three) business days following expiration of the Contest time period. The Company shall have the right to prolong the Contest time period or reduce it

at its own discretion, having notified the Participants thereof by introducing relevant amendments to these Terms and Conditions as provided in the clause 1.5. hereof.

2.4. All persons interested shall have the right to participate in the Contest, except for the minors who have not reached legal age under applicable legislation of their jurisdiction, the employees of the Company, their family members and relatives, as well as persons who are the residents of the countries and territories where the level and measures aimed at combating money laundering and terrorism financing are deemed insufficient by the FATF. The Company shall have the right to reject any application for the participation in the Contest or cancel the status of any Participant of the Contest without assigning any reason therefor, as well as in case of suspicion of false representation by this Participant or violation of any provision contained herein and/or Regulations of the Company.

2.5. Upon approval of the application for the participation in the Contest, Contest account with unique login and password in the Company's system shall be opened for the Participant. The Participant shall use the received data to sign in to MT4 trading terminal by Gerchik & Co Ltd (hereinafter referred to as the "Trading Terminal") to participate in the Contest and trade virtually further, using the current quotes flow of the Company.

2.5.1. To participate in the Contest, the Participant shall previously download and install the Trading Terminal on his/her computer. Trading Terminal installation and setup procedure is the same for both the contest and the demo/real accounts.

2.5.2. Starting values of the balance and leverage are the same for all Participants and are the following:

- Balance - **10,000** virtual US dollars;
- Leverage - 1:100, with no possibility to change.

2.5.3. In the course of trading, the Participant shall be able to open the deal with any volume available in the Trading Terminal, starting from 0.01 lot.

2.5. The Participant shall not re-apply for the participation in the Contest and not open more than one Contest account for himself/herself and/or any affiliated persons. If two or more Contest accounts for one Participant are identified or there are evidences that several accounts are being used by one Participant (for example, when there are multiple Contest accounts having the same IP address), the Participant may be disqualified both within the Contest time period and upon its completion i.e. at the stage of the Contest winners' determination.

2.6. A number of the trades made by the Participant shall not be less than 10 within the Contest time period.

2.7. Throughout the Contest time period, the Participants may perform any trading operations on the Contest accounts, using instruments available in the Trading Terminal.

3. Determination of the Winners

3.1. The Contest winners shall be determined by the Company's Contest Committee under the clause 1.2. hereof. The decisions passed by the Contest Committee shall be deemed final and not subject to review.

3.2. In case of failure to comply with these Terms and Conditions and/or Regulations of the Company, the Participant shall be disqualified and shall have no right to further participate in the current Contest.

3.3. The Participant having equity drawdown on the Contest account in the amount of 20 or more % of the highest return recorded at one of the hourly rollovers shall be automatically dismissed from further participation in the Contest as the Participant.

3.4. Upon expiration of the Contest time period, the Company shall forcibly close all opened trades (positions) of the Participants at the price effective as of the date of the Contest time period expiration.

3.5. Determination of the Contest winners under the clause 3.1. hereof shall be done based on the highest percentage of return i.e. the amount of profit received as of the date of expiration of the Contest time period. If two or more Participants of the Contest have the similar percentage of return, the Contest

Committee shall adopt decision on distribution of winning places between these two or more Participants based on indices provided in the clause 3.6 hereof.

3.6. To make and calculate the final ranking of the Contest winners according to the clause 1.2. hereof, the Company's Contest Committee shall take into account the following indices:

- Maximum profit percentage (No.1 Priority);
- Percentage of the maximum drawdown from the highest return on equity (No.2 Priority (the less, the better)).

3.7. The Company shall have the right to suspend or cancel the Contest, should the providers servicing the Company's equipment encounter certain technical issues, in case of systemic failures of liquidity providers and/ or other Company contractors or due to the force majeure circumstances beyond the reasonable control of the Company that arose following commencement of the Contest and which the Company could neither reasonably foresee nor prevent. In case of the force majeure event, the Participants of the Contest shall have no right to raise any claims against the Company, including those associated with compensation for moral and/or any other damage.

4. Procedure for Awarding Prizes to the Winners

4.1. Based on the Contest results, the Participants who took 55 (fifty-five) prize places, achieving the best results in trading according to these Terms and Conditions and based on conclusion of the Company's Contest Committee, shall be awarded a prize. Within 30 (thirty) calendar days following the Contest making-up day, each winner of the Contest shall complete the verification process as established by the Company and receive from the Company a prize TIMA Account: https://gerchikco.com/docs/information/TIMA_reglament.pdf, where the Company credits own funds to as the guaranteed investment amounting to **1,000 (one thousand) US dollars**.

4.2. To get the prize TIMA Account, each of the Contest winners specified in the clause 4.1. hereof shall undergo full verification, if he/she failed to do so earlier, provide the Company with all necessary information about the planned parameters of the prize TIMA Account operation and determine the terms and conditions of the Manager's Offer. Profit to be received by the said Manager with respect to the Company's investment specified in the clause 4.1. hereof shall be distributed between the Company (acting as an investor) and this Manager (the Contest winner) according to the terms and conditions of the Manager's Offer.

4.3. The prize TIMA Account is available for investment by the Company's customers with the allocation of the relevant profit/loss within the Manager's offer.

4.4. In the event of failure to comply with provisions specified in the clause 4.1. of these Terms and Conditions, the Company shall have the right to refuse to grant the Contest winner an access to the prize TIMA Account, opened at a later date determined hereof in 4.1.

4.5. According to the clause 4.1. of these Terms and Conditions, the Company investment is the Company's own funds and shall be provided to the Contest winner as the guaranteed investment credited to the prize TIMA Account.

4.6. Company investment credited under the clause 4.1. hereof shall be closed (written off) automatically for the benefit of the Company if:

a) the drawdown takes place concerning the Company investment credited under the clause 4.1. hereof in the amount of 20 or more % out of the maximum return on the prize TIMA Account recorded as of the date when the Company investment is credited or at the time of one of the daily rollovers, when this investment profit was allocated;

b) no trades have been made on the prize TIMA Account for 3 (three) months or more. The write-off of the abovementioned Company investment shall not be a reason for the prize TIMA Account liquidation.

However, the Manager shall ensure further operation of this TIMA Account in accordance with the requirements of the Regulations on Operation of the TIMA Account service available at https://gerchikco.com/docs/information/TIMA_reglament.pdf or specific requirements of the Company. If there are any other investments on the prize TIMA Account following the abovementioned write-off of the Company investment, the Company shall not limit the Manager in making the trades.

4.7. The Company shall have the right at all times to write off the Company investment accrued to the Contest winner according to the clause 4.1. of these Terms and Conditions, should there be any evidence that this winner allowed abusive practices in the course of participation in the Contest, including those associated with the dishonesty and fraud during the Contest and/or violation of these Terms and Conditions and/or the Regulations of the Company.