

TERMS AND CONDITIONS
of Participation in the Contest on TIMA Accounts
(5 winning places /total prize fund of \$11,000)

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

1.1. These Terms and Conditions of the Contest on TIMA Accounts (hereinafter referred to as the “Terms and Conditions”) are made up and approved by the broker company Gerchik & Co Ltd. (hereinafter referred to as the “Company”) within the framework of the Contest on TIMA 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 5 (five) winners out of the total number of Participants who will have shown 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 aforementioned 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/en/contests>. Any person who has submitted an 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 Contest 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, including the Regulations on Operation of the TIMA Account Service https://gerchikco.com/docs/information/TIMA_reglament.pdf, is used in these Terms and Conditions.

2. Terms and Conditions of Participation in the Contest

2.1 The Contest is held by the Company from 17.02.2020, 00.00.00 AM according to the time of the Company’s server to 20.03.2020, 23.59.00 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 an application for participation and a TIMA Account created in accordance with these Terms and Conditions with Manager Share of not less than 1,000 USD. 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 16.02.2020, 23.59.00 PM according to the time of the Company’s server.

2.3. The Contest results shall be determined within 3 (three) business days following the 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 clause 1.5. hereof.

2.4. All persons interested shall have the right to participate in the Contest, except for the employees of the Company, their family members and relatives. The Company shall have the right to reject any application for 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 participation in the Contest, the Participant has the right to participate in the Contest.

2.5.1. In the course of participation, the Participants' TIMA Accounts are limited in a possibility of accepting investments from other Company's customers (Investors). If required, the Participant of the Contest can act as an Investor and provide an additional guarantee at his/her own discretion as an investment to his/her TIMA Account.

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

- Manager Share - from 1,000 USD;
- 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 0.01lot.

2.5. The Participant shall not re-apply for the participation in the Contest and not open more than one Contest TIMA Account for himself/herself and/or any affiliated persons. If two or more Contest TIMA Accounts for the same Participant are identified or there is evidence that several accounts are being managed by the same Participant (for example, when there are 2 or more 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 50 within the Contest Time Period.

2.7. Throughout the Contest Time Period, the Participants may perform any trading operations on the Contest TIMA 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 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 Participants shall be disqualified and shall have no right to further participate in the current Contest.

3.3. The Participant having Margin Call on the Contest TIMA Account can continue his/her further participation in the Contest by investing according to the procedure provided by clause 2.5.1 hereof.

3.4. Upon expiration of the Contest Time Period, the Company shall forcibly close all open 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 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 a decision on distribution of winning places between these two or more Participants based on the indices provided in clause 3.6 hereof.

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

- Maximum profit percentage (Priority No.1);
- Percentage of the maximum drawdown from the highest return on equity (Priority No.2 (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 take 5 (five) prize places, and achieve 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. The Company credits its own funds to the balance accounts of the Contest winners as the guaranteed prize payment amounting to:

- 5,000\$ – 1st place;
- 3,000\$ – 2nd place;
- 1,000\$ – 3^d place;
- 1,000\$ – 4th place;
- 1,000\$ – 5th place.

4.2. Upon completion of the Contest all TIMA Accounts participating in the Contest will be available for investment by the Company's customers with the allocation of the profit/loss within the relevant Manager Offer.

4.3. The Company shall have the right to refuse the Contest winner to credit a prize payment to the balance account, if the Contest winner has violated these Terms and Conditions and/or Regulations of the Company and/or if he/she has indulged in any corrupt practices or misuse including but not limited to dishonest behavior in the course of the Contest, in which case the Company determines another person of the total number of Participants as a Contest winner at its own discretion.

4.4. According to clause 4.1. hereof, the Company's prize payments are the Company's own funds and shall be provided to the Contest winners as the guaranteed investments credited to the prize payments to balance accounts. After the aforementioned prize payment has been credited, each of the winners shall have the right to use these funds at his/her sole discretion with an option to withdraw the prize payment in full to the winner's bank or other account, use the prize payment to make trades and/or within the scope of the TIMA service.