



**Stryk** is a trading name of BUX Europe Limited  
(Regulated by the Cyprus Securities & Exchange Commission)

# Title Transfer Collateral Arrangements ("TTCA") Agreement

For Non-Retail Clients Only

<b>Approved by</b>	<b>Board of Directors</b>
<b>Classification</b>	<b>Title Transfer Collateral Arrangements ("TTCA") Agreement</b>
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## 1. Introduction

- 1.1 This Title Transfer Collateral Arrangement Agreement (hereafter the “**Agreement**” and/or “**TTCA Agreement**”) is entered between you (hereafter the “**Client**” and/or “**You**”) and BUX Europe Limited, (hereafter the “**Company**” and/or “**Us**” and/or “**We**” and/or “**BUX**”, which is authorised and regulated by the Cyprus Securities and Exchange Commission (hereafter the “**CySEC**” and/or the “**Commission**”) as a Cyprus Investment Firm (hereafter the “**CIF**”) with CIF license number 374/19.
- 1.2 In accordance with Section 17(9) of the Investment Services and Activities and Regulated Markets Law of 2017 (thereafter the “**Law**”), Part II of the Directive for the Safeguarding of Client Assets, Product Governance Obligations and Inducements (hereafter the “**Directive DI87-01**”), as well as the European Commission’s Delegated Regulation 2017/565 and Delegated Directive 2017/593 (collectively referred as “**Client Assets Rules**”), and in agreement of clause 28.7 of our Terms and Conditions, BUX may from time to time, transfer ownership of assets (including financial instruments and money) by You to Us for the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, by entering into a title transfer collateral arrangement (hereafter the “**TTCA**”).
- 1.3 The Agreement from an integral part of our Terms and Conditions, which are available on our [Website](#), and therefore should be read in conjunction. Definitions, words and expressions used in this Agreement have the same meaning as provided in our Terms and Conditions.
- 1.4 This Agreement is provided to you in English, which is considered by the Company as the official language, and in your own language where necessary and/or available. However, the English language content always prevails. We will communicate with you in English language and provide a translation where necessary and/or possible, for the duration of this Agreement.

## 2. Application

- 2.1 This Agreement applies only for Clients that have not been classified as Retail Clients (hereafter the “**non-Retail Clients**”), pursuant to clause 5 of our Terms and Conditions. Only Professional Clients and Eligible Counterparties could enter this Agreement with the Company.
- 2.2 This Agreement will be provided to You only if the Company determines that the use of TTCA is appropriate.

## 3. Our Obligations

- 3.1 For the purposes of entering into a TTCA with You, BUX will consider the appropriateness of using TTCA and its use in the context of the relationship between the Your obligations to Us and the Client Assets subjected to TTCA by Us, pursuant to the requirements of Part II of the Directive DI87-01.

## 4. Risks involved and the effect of TTCA

- 4.1 It is highlighted that under TTCA your assets or part of your assets will no longer be treated as Client Assets within the scope of Client Assets Rules, including among others, the requirements related with their safeguarding, depositing, segregation, use and diversification.
- 4.2 Because full ownership of the assets are transferred to the Company, You will no longer have a proprietary claim over the assets and we can deal with it in our own right
- 4.3 We will retain full title in the ownership of those assets and You shall have no claim over the same, and, if We fail, You will be generally an unsecured creditor for the value of your collateral. In this respect, You will have a credit risk exposure against Us and you should be able to understand and quantify such a risk.

**Warning:** You are warned that Your assets under TTCA will cease to have any protections under, and will not be governed by, Client Assets Rules. As a result You will have a credit risk exposure against Us.

## 5. Disclosure of Information

- 5.1 Information on the client financial instruments or client funds held by Us are available at all times within the Members Area of our website. Such information include, amongst others, a clear indication of the assets which are subject to Client Asset Rules and those that are not, such as those that are subject to TTCA.

## 6. Assets no longer subject to TTCA

- 6.1 We shall arrange for the transfer of ownership of any assets that will no longer be required for the purposes of securing or otherwise covering present, future, actual, contingent or prospective obligations, back to You and then those assets shall forthwith be treated and regarded by BUX as falling within the Client Assets Rules.
- 6.2 In case that your Accounts will be closed, BUX will transfer to You an amount equal to any assets you paid that remains after all amounts You owe (and/or owed) under the Terms and Conditions have been paid and deducted (including in relation to all other accounts You has or has had with us).

## 7. Termination

- 7.1 You have the right to cancel the TTCA by giving a written advanced notice of 14 days to the Company. The Notice can be provided by any acceptable durable means, including email. Any title transfer of assets may be terminated by Us at any time by notice to You and shall terminate in the event of termination of the Terms and Conditions.

## 8. Client Acknowledgement

- 8.1 By accepting to be categorized as a Professional or Eligible Counterparty, I confirm that:
- 8.1.1 I have read and understood the terms of the above Agreement in relation to the treatment of assets under TTCA, as well as the risks involved.
  - 8.1.2 I hereby agree to, and authorise the transfer of full ownership of assets to BUX, for the purposes of securing or otherwise covering present, future, actual, contingent or prospective obligations.
  - 8.1.3 I understand and agree that the consequence of the transfer of ownership of any such assets means that it shall no longer be regarded or treated as "Client Assets" in relation to the segregation of those assets.
  - 8.1.4 I understand that if, as a result of a change of circumstances, this TTCA ceases to be applicable, for example (but not limited to), a change in Client Assets Rules or other CySEC regulations) then you will inform me of the same in writing.