

# The Information Sheet about TMS Europe (MiFID)

## § 1

TMS Brokers Europe LTD incorporated and authorized in Malta, with registered office at 160, Ta' Xbiex Seafront, GZR1020 Il-Gzira, Malta (hereinafter TMS Europe) acts upon level 3 licence issued by Maltese Financial Services Authority. TMS Brokers is allowed to offer inter alia execution of orders of its clients and dealing on own account.

## § 2

1. You may contact TMS Brokers each business day on Malta from Monday to Friday between 0900 and 1700 Maltese time.
2. TMS Europe allows to place orders in the following manner:
  - a. Electronically:
    - i. Via dedicated web channel [https:// trader.tmseurope.com](https://trader.tmseurope.com),
    - ii. Via MetaTrader terminal,
    - iii. Via mobile MetaQuotes application
  - b. Via phone
3. You may place phone orders using the following numbers:
  - a. For Malta: +356 203 41 999
  - b. For Lithuania: +370 5 203 4495
  - c. For Estonia: +372 640 0471

Please bear in mind, that for placing orders via phone TMS Europe may charge fees as defined in "Table of Fees and Commissions of TMS Europe".

4. You main contact TMS Europe at any time by sending email to [contact@tmseurope.com](mailto:contact@tmseurope.com)
5. Communication language shall be English.
6. Servers of TMS Europe are operating from Sunday 2300 till Friday 2200.

## § 3

1. TMS Europe is executing order on OTC markets. List of instruments on which TMS Europe is executing orders is published in Financial Instruments Specification.
2. The place of execution of client's order is the registered office of TMS Europe.

## § 4

1. TMS Europe participates in the Investor Compensation Scheme whose aim is the protection of investors, as defined in the Investor Compensation Scheme Regulations (Subsidiary Legislation 370.09) by maintaining funds out of which compensations and payments may be made to investors in accordance with the provisions of the Investor Compensation Scheme Regulations
2. The Compensation Scheme provides for the payment of compensation in respect of claims arising out of TMS Europe's inability to:
  - 1) repay money owed to or belonging to the Client and held on its behalf in connection with the licensed business;
  - 2) return to the Client any instrument belonging to it and held or administered by TMS Europe, and where this is not possible, their monetary value.
3. The amount of compensation payable to a Client is calculated in terms of the Investor Compensation Scheme Regulations by taking into account any or all of the following factors:
  - 1) any legal and contractual conditions arising in terms of the Framework Agreement and these Terms of Business
  - 2) counterclaims
  - 3) market value
  - 4) surrender value
4. The total amount of compensation that may be paid to a Client is the lesser of 90% in respect of all claims which have been made by the Client provided that the upper limit of funds covered by the Compensation Scheme is EUR 20,000 per Client.

## § 5

1. Client is entitled to raise complaint against the investment or ancillary services offered by TMS Europe.
2. Complaint shall be placed in English by sending an email to [complaint@tmseurope.com](mailto:complaint@tmseurope.com) or by post to TMS Office address
3. Complaint shall be submitted without undue delay after obtaining information about the occurrence of circumstances causing concern
4. Complaint may be placed by Clients or persons representing Clients only if they have power of attorney
5. Complaint shall contain in particular description of the transaction or activities as well as specify which activities the Client considers to have been conducted at variance with its instruction, the Framework Agreement or the Terms of Business
6. It shall exhaustively describe the object of complaint, indicate the period of complaint and present circumstances justifying the complaint
7. Complaint shall unequivocally specify the Client's expectations regarding the manner of handling the complaint
8. Receipt of the complaint is acknowledged by TMS within 7 days of such receipt
9. If the Complaint is not clear, TMS Europe asks the client to provide further details
10. Complaint shall be investigated by TMS within 2 months from the date of receipt of complaint

11. In especially complicated cases TMS Europe may extend period of 2 months and shall inform the Client of this fact within 7 business days from the end of the two month period
12. In the event TMS Europe deems that the sent correspondence does not fulfil requirements set for the complaint such correspondence shall be considered as inquiry or comment and shall not be examined in the mode reserved for the complaint
13. The Client shall be entitled to appeal to TMS Europe against the decision by TMS Europe on the Complaint
14. More detail with respect to the way TMS Europe proceeds with complaints can be found in Terms of Business.

## § 6

1. TMS Europe is executing orders of its clients by concluding trades directly with the client. Execution of trades in such manner may generate conflict of interests.
2. TMS Europe shall be managing this conflict of interests by executing offset trades with its liquidity providers for each trade it concludes with the client.