



## Title Transfer Collateral Arrangements ('TTCA') Consent Form

This agreement is made between:

Amana Capital Ltd ("**Amana**")

**And**

Mr....., ID/Passport number ....., full address:  
.....

Or: (Company)....., License number..... full  
address:  
.....

In accordance with Regulatory rules and regulations we are required to seek a written agreement from you with regards to our terms and conditions for TTCA. The relevant terms and conditions are outlined below, and are reflective of best practice in accordance with the Regulatory Rules.

- I. Where you transfer full ownership of money to us for the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such money will no longer be regarded as client money under CySEC's Directive D187-01.
- II. The money transferred therefore, will not be subject to the protection conferred by the CySEC's client money rules. Thus, monies will not be held and protected within a ring fenced trust account nor subject to rules regarding reconciliation, payment of interest and provision of information for example.
- III. As a consequence, your money will not be segregated from the money of the firm in accordance with the CySEC client money rules and will be held by the firm in the course of its own business, and;
- IV. You accept that you will rank only as a general creditor of the firm. In the event that you request the money transferred to us under this agreement, back to the source of those funds, or should you elect to close your account with the firm, or the firm terminates this relationship with you, then ownership of that money will revert to you and any monies standing to the credit of your account, after closing any open positions will be returned.

- V. You may request termination of this TTCA at any time, although we are under no obligation to agree to such termination (which is a commercial decision for us to make) but we will respond to your request in line with Regulatory rules. As such we will either agree to your request, and will notify you in writing confirming the date of termination of our TTCA agreement and explaining whether we shall hold funds as client monies (in accordance with Regulatory rules) or not (and how these will be returned to you). If we do not agree to termination of TTCA we will confirm this in writing, with an explanation of our reason(s) behind this. We may seek to agree new terms and conditions with you if we agree to accede to your request. In addition, if we do not agree to the termination of the TTCA then you are within your rights to exercise IV above and close your account with us.

Name (Printed):

Date:

**Signature:** .....

Signed for and on behalf of Amana Capital Ltd

Name:

Position:

Date:

**Signature:** .....