



**Individual Account**  
**Version: 1.6**  
**Date: April 2018**

**AFX MARKETS LTD Trading as STO**

## **Terms & Conditions**

## STO UK Terms & Conditions

This Terms and Conditions legal agreement (also referred to as “**Agreement**”) is part of a wider agreement between you (also referred to as “**our client**”, “**the client**”, **you**, “**your**” and “**yourself**”) and STO trading as AFX Markets Ltd. (also referred to as “**AFX UK**”, “**STO**”, “**We**”, “**Us**” “**Our**” or “**the firm**”) acting as the intermediary agent for AFX Capital Markets Ltd., also trading as STO. The following legal agreement, sets out the terms and conditions governing your trading account (referred to as “**Account**”) and all trading carried out in your Account with AFX Markets Ltd.

**You must read carefully the terms and conditions of this Agreement carefully. These documents contain important information concerning yours and AFX UK’s rights and obligations in relation to the services AFX UK will provide to you on the basis of this Agreement. We suggest you devote particular attention to Section 1 and 2 and the Appendices of this Agreement, which should serve as initial guidance to understand such rights and obligations.**

**For your own benefit and protection, you should take sufficient time to read the Agreement, as well as the additional documents and information available on our Website and through our Platform, before you apply to open an Account and/or place any Forex, CFD and Range Spread Trades on our available Platforms. This Client Agreement contains important information about yours and our rights and obligations in relation to the services we agree to provide you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand.**

**GENERAL RISK WARNING NOTICE:**

Please note that trading in contracts for difference (CFDs) such as foreign exchange (Forex) CFDs and on margin involves a high degree of risk to your capital and may not be appropriate for all investors. You may lose the total amount of money you have deposited, and any profits made whilst trading which have not been withdrawn. Please also note the following risks, please refer to the Risk Disclosure document on the STO website for the full list of key risks of trading CFDs.

- I. you may sustain a total loss of initial margin funds and any additional funds deposited with AFX UK to maintain your position(s), in addition to any liabilities detailed in Sections 4, 5 and any other clauses in this Agreement and associated Appendices;
- II. if the market moves against your position(s) or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position(s); this is known as a Margin Call and if you fail to comply with a request for additional funds within the time prescribed, your trades may be liquidated or closed-out which can result in substantial losses on your account;
- III. Please keep in mind that all trading involves significant risks. CFDs and Forex are leveraged high risk products. This means that by putting down only a small deposit known as Margin, you can gain exposure to the full value of the trade. Although by gaining further exposure you can make significant profits, it also means you can experience significant losses, whereby you can lose your entire invested capital.
- IV. The value of your investments may fall as well as rise and you may not get back the amount you initially invested. You may also need to deposit additional funds with little or no notice.
- V. This is an execution-only service and AFX UK does not provide investment advice. If you are unsure this form of investing is appropriate for you, or if you do not understand the risks of trading these products, you should seek advice from an independent and authorised financial advisor.
- VI. Only trade with money you can afford to lose. You must evaluate your financial circumstances carefully and ensure you are able to fulfil your regular financial commitments and obligations as you will be personally liable for any trading losses incurred on your account.
- VII. whether you make a profit or a loss will depend on fluctuations in currencies, commodities or other underlying's which are outside both AFX UK and AFX Capital Markets Ltd.'s control;
- VIII. money you deposit with AFX Markets Ltd. will be transferred to AFX Capital Markets Ltd. to the extent it represents money due to secure your open positions or to cover your actual obligations such that you will not have a proprietary claim over that portion and AFX Capital Markets Ltd. can deal with it on its own right.
- IX. internet trading has associated risks, including but not limited to, the failure of internet connection, hardware and/or software. As AFX UK does not control the speed at which signals are sent between your computer and its servers, AFX UK cannot be responsible for communication failures, delays or alterations when you are trading via the internet. Please check that the device you are using meets the requirements of any software used as AFX UK cannot be held responsible for losses caused due to this.
- X. it is your responsibility to ensure that access to your trading platform including username and password is kept safe and you accept that it is reasonable for AFX UK to accept an order in the event these are entered correctly and that you are responsible for any losses that stem from such orders.
- XI. when trading in individual Share CFDs you will be required to go further short or further long if you have open a position prior to an announcement of a Rights Issue without the opportunity to close such obligations until after the rights issue expires and the appropriate position has been allotted to your account which may need additional margin at short notice (see Appendix A for more information). The effects of such actions are excluded from STO's Negative Balance Protection Policy. This may also limit the amount of funds you can withdraw from your account during the rights issue. Please note Index linked CFDs do not contain an adjustment for Rights Issues as the actions are reflected in the Index level.

**1 General Information and Summary of Services**

- 1.1 Agreement: By entering into a legal contract with AFX Markets Ltd, you have also entered into a legal contract with AFX Markets Ltd.
- 1.2 You have entered into a legal contract with AFX Markets Ltd., for the transmission of your orders via the STO online trading platform to AFX Capital Markets Ltd. You have also entered into a legal contract with AFX Capital Markets Ltd for the execution only services of executing each individual CFD or FX contract entered by you in an Over the Counter (OTC) environment. AFX Capital Markets Ltd will be the principle to each trade. This means both AFX Markets Ltd and AFX Capital Markets Limited are the counterparties to your trades. AFX Capital Markets Ltd is involved in providing you the best potential prices for your trading activity and is therefore one of the key liquidity providers for your trades.
- 1.3 AFX Markets Ltd. is an investment firm organised under the laws of the United Kingdom and regulated by the Financial Conduct Authority (the “[FCA](#)”) under FCA registration number 560872. AFX Markets Limited is registered under company number 07612002. The address is at 33 Sun Street, 2<sup>nd</sup> Floor, London, EC2M 2PY, United Kingdom.
- 1.4 Our agreement with you consists of these Terms & Conditions together with several documents listed below, and key product information which can be accessed through our website. By entering into an Agreement with AFX UK, you are also agreeing to the terms of our Policies and documents below. the documents listed below.
- 1.5 AFX Capital Markets Ltd. Terms of Business including Appendices, Order Execution Policy, Risk Disclosure, Privacy Policy and Conflicts of Interest Policy except terms relating to client money which fall under this agreement.
- a) AFX Markets Ltd. Order Execution Policy
  - b) AFX Markets Ltd. Risk Disclosure document
  - c) AFX Markets Ltd Privacy Policy
  - d) AFX Markets Ltd Conflicts of Interest Policy
  - e) AFX Markets Ltd Complaints Procedure

And any additional terms and conditions issued by AFX Markets Ltd. and expressly stated to be an integral part of these Terms & Conditions (as available on the Website and whether or not referred to herein) describe the terms and conditions applicable to the contractual relationship between AFX Markets Ltd. and you the Client (the “**Agreement**”).

- 1.6 If there is any conflict between this Agreement and the Financial Services and Markets Act 2000 (the “**Act**”) or Applicable Regulations, the Act and Applicable Regulations will prevail. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Act or Applicable Regulations under which we are not

permitted to exclude or restrict.

1.7 We assume no greater responsibility or fiduciary duty than that imposed by the Applicable Regulations or the express Terms of this Agreement.

1.8 Other document supplied or otherwise made available to the Client on the Website which is not expressly stated to be an integral part of these Terms & Conditions do not contain terms governing the contractual relationship between AFX Markets Ltd. and the Client. They are intended to give the Client important information in relation to the services provided by AFX Markets Ltd. on the basis of the Agreement. The Client should carefully read and consider such information before entering into this Agreement.

1.9 AFX Capital Markets Ltd. is the parent company of AFX Markets Ltd. AFX Markets Ltd. will transmit all orders you submit via the online platforms or by any other means to. AFX Capital Markets Ltd. for execution only services in OTC Derivative products. AFX Capital Markets Ltd. not AFX Markets Ltd. will be principal to each and every trade executed. Every order you submit will include the request by you to execute such orders with AFX Capital Markets Ltd. The prices quoted are indicative and on placing a request to trade, the price and order size is transmitted to AFX Capital Markets Ltd. who decides whether it can at that stage take up the Clients request to contract or whether it needs to provide a re-quote. Different platforms and different accounts may offer different versions of this system such as no re-quotes where you trade at the next available price. Please ensure you understand the method of trading prior to submitting a trade. For further information please read our Order Execution Policy and our individual platform guides.

1.10 The offices of AFX Capital Markets Ltd. are at 116, Gladstonos Street, M. Kyprianou House, 1<sup>st</sup> Floor, CY-3032, Limassol, Cyprus, and its website is at [www.stofs.com](http://www.stofs.com) (the “Website”). AFX Capital Markets Ltd. is authorised by CySEC (authorisation no. [119/10](#)) to provide the investment and ancillary services set out below covering a wide range of financial instruments:

- a) reception and transmission of orders;
- b) dealing on own account;
- c) portfolio management;
- d) granting of credits or loans to one or more financial instruments (where AFX is involved in the relevant transaction); and
- e) foreign exchange services (where these are connected with the provision of investment services).

1.11 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account institution. The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

1.12 All charges, margins and commissions of AFX UK applicable under this Agreement are set out in the Rates Schedule and under the relevant platform and product

- specifications, as amended from time to time, on the website and are subject to change by AFX Capital Markets Ltd.
- 1.13 Classification and Appropriateness: On receipt of the Client Application Form, AFX UK will classify the Client as a “Retail” or “Professional” Client, or an “Eligible Counterparty” according to the information provided in the Application Form. You will be categorised as a Retail Client by default, unless we are able to determine your eligibility for a Professional Client categorisation prior to your account opening. We may also determine your eligibility for Professional Client status throughout our relationship with you. You will be informed if you are re-categorised or categorised as “Professional Client” or an “Eligible Counterparty” and in these cases, you have the right to request a different category of categorisation, such as Retail Client category in order to receive a higher level of regulatory protection. Should the you wish to be considered for re-categorisation and opt-up to Professional Client status, you will be required to provide additional information to evidence that you meet the eligibility criteria required for the Professional Client categorisation. Acceptance of any re-categorisation is at the discretion of AFX Markets Ltd and will not be automatically granted. For more information about client classification criteria and the corresponding levels of protection, please see the Client Classification Notice which can be found on the AFX website.
- 1.14 Clients who are classified as Retail Clients are subject to the Appropriateness Test. AFX UK is obligated to ensure that its Clients have the skills and experience to understand the risks involved in trading in the financial instruments covered by this Agreement. AFX UK will assess the Client’s knowledge and experience based on the information provided by the Client in the Application Form. Where AFX UK believes that the Client does not have the requisite skills and experience, the Client will be informed and will be required to improve their knowledge and experience before being able to carry out any live trading activity. AFX UK will give the matter due consideration. In some cases, AFX UK may be unable to offer its trading services to that client.
- 1.15 If we have categorised you as a Professional Client or an Eligible Counterparty then, as permitted by Applicable Regulation and subject to your express consent, we may acquire full ownership of all amounts received from you, or credited by us to your Account. This money may be used to cover your potential liabilities to us under the Agreement. Such money may not constitute Client Money for the purposes of Applicable Regulation and so may not be segregated from money held in our own account(s) and may be used by us in the course of our business. You will rank as a general creditor of us in respect of this money in the event of our insolvency.
- 1.16 AFX UK reserves the right to apply discretion to Professional Clients and treat your money as Client Money under the FCA CASS rules, therefore segregating your money from the firm’s money to ensure your money is protected. AFX Markets Ltd will inform professional clients if their money is not to be treated as Client Money, placed in segregated client accounts and therefore not protected under the FCA’s Client Money regulations or alternatively, not treated as Client Money, held in the firm’s own bank account and therefore not afforded the protection under the Client Money regulations which are afforded to Retail clients. If you disagree with any decision made by AFX Markets Ltd. please contact AFX Markets Ltd Support to discuss your available options.
- 1.17 We will take reasonable care in the selection of any bank or third party holding Client Money. We shall not be liable for the solvency, acts or omissions of any bank or other third party holding Client money as a result of their negligence, fraud or willful default.
- 1.18 At the close of business on each Business Day we carry out reconciliations between money required to be held in the Client Money bank account(s) and Client Money that is held in the Client Money bank account(s) in accordance with Applicable Regulations. Any required transfer to or from the Client Money bank account in respect of your Account will take place on the following Business Day. We may carry out such reconciliations and transfers more frequently, should we reasonably consider that this is necessary to protect our or your interests.
- 1.19 This Agreement (including any Appendices) may be amended by AFX, in whole or in part at any time subject to provision of the applicable notice. Any amendment will be made by AFX UK at its discretion either on notice or, in specified circumstances, without prior notice.
- 1.20 The Client may communicate with AFX UK in English. The Agreement and all documents issued by AFX UK in connection with the Agreement (whether supplied to the Client or available on the Websites: collectively with the Agreement, the “**AFX Documents**”) will be in English. When providing services in EU countries other than the UK (on a cross border basis or with the establishment of a local branch), AFX UK may agree to communicate with the Client in the local language and some or all of the AFX Documents may be translated in such language as determined by AFX UK at its discretion. Where documents are translated, these are to be used as a guide only and where there are any conflicts in information and/or wording the English version prevails.
- 1.21 As AFX Markets Ltd. is majority owned by AFX Capital Markets Ltd. both AFX Markets Ltd and AFX Capital Markets Ltd will have interests (including interests deriving from duties AFX Markets Ltd. or AFX Capital Markets Ltd. owes other clients or parties) in conflict with the Client’s interests, and some conflicts cannot be effectively avoided or mitigated without altering the discretionary nature of the prices quoted by AFX Capital Markets Ltd or AFX UK’s business model. Indeed, by trading in contracts for differences the Client will make gains or incur losses as a result of a difference

in prices (or exchange rates, as applicable) at which trading positions are respectively opened or closed. For further information please read our Conflicts of Interest Policy.

## 2 AFX UK Services

- 2.1 Subject to the Client fulfilling its obligations under this Agreement, AFX UK may provide the following services to the Client (the “**Services**”): AFX Markets Ltd. is authorised by the FCA to carry out the following regulated activities
- Arrange (bring about) deals in investments
  - Make arrangements with a view to transactions in investments
  - Deal in investments as agent
  - Hold and control client money.
- 2.2 Unless otherwise expressly agreed to in writing, AFX UK shall provide the Service under Section 2.1 (i) by transmitting the Client’s orders to AFX Capital Markets Ltd. who will in turn fulfill the client’s orders for its own account but not on behalf of the Client. AFX Capital Markets Ltd. shall quote (either through the Platform or otherwise provided by AFX Markets Ltd.) the price (or exchange rate, as applicable) at which it is willing to enter into a particular Contract and the Client may decide whether or not to enter into such Contract at the price (or exchange rate, as applicable) quoted by AFX Capital Markets Ltd. and on the terms contemplated by this Agreement and AFX Capital Markets Ltd.’s Terms and Conditions. As a consequence, AFX Capital Markets Ltd must ensure it achieves best execution for its clients in accordance with applicable MiFID rules. Therefore, when AFX UK transmits an order to be executed by AFX Capital Markets Ltd. who executes an Order on behalf of the Client, it will act in accordance with its order execution policy (the “**Order Execution Policy**”) as may be amended from time to time. A summary of the current Order Execution Policy has been provided to the Client and is also available on the Website.
- 2.3 AFX UK shall not provide the Client with any tax or other advice in relation to the Orders placed under this Agreement, the Contracts or otherwise in connection with this Agreement except that AFX UK will assess the appropriateness of the Services and the merits of the Client entering into this Agreement and in accordance with the firm’s Appropriateness policy. The Client may wish to seek independent advice before entering into this Agreement and placing any Orders or entering into any Contracts under this agreement.
- 2.4 The Client shall enter into this Agreement as a principal and not as an agent for any other person unless otherwise agreed to in writing by AFX UK.
- 2.5 The client acknowledges and accepts that the trading times of AFX UK are linked exclusively with those of AFX Capital Markets Ltd. and as such agree to be bound by AFX Capital Markets Terms of Business. This includes the provision that AFX Capital Markets Ltd. may change

opening hours without such changes amounting to an amendment of this agreement with such changes taking effect as and when AFX Capital Markets Ltd. deems relevant or an event occurs which necessitates such change without notice. AFX UK is only able to provide quotes and AFX Capital Markets Ltd. will only execute trades or instructions in respect of a contract within the hours that underlying is open with them.

Clients should be aware that where, in AFX Capital Markets Ltd.’s reasonable opinion, a public holiday in any jurisdiction affects the relevant underlying market, AFX Capital Markets Ltd shall not be obliged to quote prices and will not accept Orders or instructions in respect of any Contract related to that market

## 3. Account Opening

- 3.1 The Client shall open an account with AFX UK (the “**Account**”) before placing any instructions to request AFX Capital Markets Ltd. to enter into any Contract with you under this Agreement. No Orders can be placed and no Contract may be entered into until an Account is opened and cleared funds have been deposited in accordance with this Agreement.
- 3.2 For opening an Account, the Client must complete and submit the Application Form, as well as indicate by tick box that you have read and accept this agreement subject to AFX UK’s rights under Section 3.3, provide the requested identification documents and fund the account. Following receipt of the Application Form and the additional documents indicated above, AFX UK or its agents may carry out all the searches and enquiries that AFX UK deems to be appropriate from time to time to assess the Client’s including, without limitation, checks from banks, credit reference agencies and other reputable sources. AFX UK may use scoring methods to assess the Client’s Application Form, to verify the Client identity and to consider any changes to the way in which the Client operates the Account. The information may be also used for debt tracing and the prevention of money laundering or terrorism financing as well as for the management of the Account. The Client authorises AFX UK to use the information to perform the above checks in relation to the Application Form and this Agreement generally
- 3.3 The Client shall inform AFX in writing immediately of any material changes to the information provided to AFX by mean of the Application Form, for example in relation to contact details, change in address, nationality, change in financial circumstances or any adverse matter relating to the Client’ s affordability or capacity for loss.
- 3.4 You agree that for your application form to be successful, you will be required to provide identity and proof of address verification documents (referred to as “**due diligence documents**”) to AFX UK, and you authorise AFX UK to conduct certain background checks in accordance with Anti Money Laundering (AML) and Counter-Terrorist Financing regulations. Once all background checks have been conducted on the client and sanctions, fraud, criminal records or any other adverse media has been identified about the client, you will be provided an Account number
- 3.5 AFX UK may or may not accept the Application Form at its absolute discretion and may require you to

- provide further information or due diligence documents as and when necessary.
- 3.6 Once you have the account number, you will be invited to make an initial deposit in accordance with the instructions contained in the application form and any other operative indications available on the Website (the “**Initial Deposit**”). The Initial Deposit may be made by any of the methods outlined [here](#).
- 3.5 The Client may only start trading with AFX UK after the Initial Deposit is credited to the client bank account of AFX UK as set out in Section 3.7, however AFX UK may at its discretion authorise the Client to trade immediately for up to 2 business days preceding the date of crediting of the Initial Deposit if satisfactory evidence of the wire order is available to it by loaning the part or the full amount of the deposit made.
- 3.6 The Account shall be opened in the name of the Client (as shown on the clients valid recent ID/Passport) or the company name (in relation to corporate clients). The Client may also open one or more additional Accounts in its own name. If the Client opens two or more Accounts, AFX UK will treat such Accounts separately subject to the provisions of this Agreement, and any reference to the Account contained herein shall be deemed as a reference to a single Account and not to all Accounts taken together.
- 3.7 At the Client’s request, AFX UK may, in its absolute discretion, agree to treat two or more Accounts opened by the Client as a single Account, giving notice to the Client in writing. In such a case, any reference to the relevant Account contained in this Agreement shall be deemed as a reference to all Accounts so aggregated by AFX UK.
- 3.8 Power of Attorney - The Client may, by means of the Appointment Form for the Attorney, appoint another person to transmit orders on the Account (the “Attorney”), giving instructions to AFX UK on behalf of the Client, subject to any regulatory requirements on AFX or the Attorney. The Client will need to complete the Limited Power of Attorney form available on emailed request. Any variation in the person who is authorised by the Client to trade on the Account shall be notified in writing to AFX UK. Unless and until AFX UK receives written notice of termination or substitution of the Attorney from the Client, AFX UK shall be entitled to accept Orders and/or instructions to trade on the Account from the Attorney, and the Client shall recognise such Orders and/or instructions as valid and binding.
- 3.9 For the avoidance of doubt, the appointment of the Attorney shall not prevent the Client from operating the Account directly and AFX UK may not be required to reject or disregard Orders or instructions of the Client in reliance on agreements reached by the Client and the Attorney, if any, which shall not be binding on AFX UK.
- 3.10 AFX UK shall be authorised to act upon the written or electronic instructions transmitted by the Attorney (and oral only in exception circumstance) or by the Client. AFX UK has the right to assume the customer or an attorney with the correct customer username, password, email address and account number, is the customer or the attorney and is not an act of fraud or identity theft. The client and the attorney accept liability for the security and privacy of the customer’s login and account details. In particular, AFX UK shall be entitled to carry out any instructions or Orders transmitted using Client’s username, password and Account number.
- 3.11 The Client may request AFX UK to make payments to the Attorney by debiting the Account to the extent cleared funds are available at the time of the request.
- 3.12 The Initial Deposit and any additional funds deposited by the Client on its own initiative or at the request of AFX UK under this Agreement (the “**Client Deposits**”) shall be credited to a client bank account of AFX UK (the “**AFX UK Client Account**”) and shall be administered on behalf of the Client.
- 3.13 Any crediting of Client Deposits to the AFX UK Client Account shall be made by the Client net of any bank fees, commissions or other charges or costs. For the avoidance of doubt AFX UK will not pay interest on any amounts in your account, unless we have agreed to do so in writing, on signing this agreement. You consent to the fact that no interest will be paid to you on any amounts in your account and that we will retain such interest. Any transfer of funds to the Client made or allowed to be made by AFX UK pursuant to a permitted withdrawal under this Agreement shall be net of any bank fee, commission, expense, cost or other charge unless we state otherwise.
- 3.14 AFX Markets Ltd. may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. AFX Markets Ltd reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, Market or other regulatory or self-regulatory organisation arising out of AFX Markets Ltd provision of services hereunder. Client may incur additional fees for the purchase of optional, value added services offered by AFX Markets Ltd.
- 3.15 Subject to the following provisions of this Section 3.9, any and all Client Deposits shall be treated as “**Client Money**” in accordance with applicable UK and EU law. Where funds become owed by the Client in regard to trading services rendered, the client acknowledges and accepts that AFX UK may transfer such amounts due to the AFX Capital Markets Ltd. company account such that the client will have no proprietary claim over that portion of funds and such funds will not be segregated. AFX UK will transfer such funds to AFX Capital Markets Ltd. to cover margin requirements of positions or other costs as when they become payable. The amounts in question will be as disclosed on the individual specifications pages on [www.stofs.co.uk](http://www.stofs.co.uk) For example, if a client has deposited £1000 and opens a

position requiring the payment of £100 margin – AFX UK will transfer £100 to the AFX UK company account and £900 will remain segregated in the AFX UK Client Monies Account. 3.21

3.16 The Account shall be denominated in the currency expressly agreed to in writing by the Client and AFX UK or, in the absence of such an agreement, in Euros (the “**Base Currency**”). Any payment owed by a party to the other as a result of any gain, earning, loss, cost, liability or otherwise which is made, incurred, accrued or howsoever arising under or in connection with this Agreement and is denominated in a currency other than the Base Currency shall be converted into the Base Currency at the then prevailing exchange rates as established by AFX UK in its sole discretion. 3.22

3.17 All gains, earnings, losses, costs and liabilities made or incurred by the Client under or in relation to any Contract or any Service provided by AFX UK or otherwise in connection with this Agreement (including commissions charged by AFX UK hereunder and exchange gains or losses) shall be credited or debited to the Account, as applicable. 3.23

3.18 The Client may, at any time, withdraw funds from the Account by submitting a written request to AFX UK. The amount requested must be available funds, with available funds subject to the current margin requirements of open positions. AFX UK may, at its discretion, elect to withhold payment (or deduct an amount from it, as applicable) if:

- a) open Contracts show notional losses;
- b) the relevant funds may reasonably be required to meet future Margin requirements due to underlying market conditions;
- c) the Client has any contingent liability to AFX UK in respect of any other Account;
- d) AFX UK is required by applicable law or regulations to deduct or withhold such payment; or
- e) there is an unresolved dispute between AFX UK and the Client in connection with this Agreement or any related contract and it is reasonable to do so.

3.19 The relevant payments shall be made by AFX UK in accordance with Section 3.8. No payment shall be made by AFX UK to any third party (other than Attorney, as applicable) out of the Account and AFX UK will look to return funds by the same means as to which they were deposited up to the amount deposited and then the remainder by Bank transfer. E.g. If you deposit £1000 by credit card and make a profit when trading of £5000 and look to withdraw £1200 – the first £1000 will be returned to the credit card you deposited with and the remaining £200 to your bank account. 3.25

3.20 The Client shall give signed notice of Client Deposits and submit withdrawal requests to AFX UK using a form available on 3.27

[www.stofs.co.uk](http://www.stofs.co.uk) within the My Account section to be sent to AFX UK by facsimile on +44 (0) 207 710 0002 or email to [backofficeuk@stofs.co.uk](mailto:backofficeuk@stofs.co.uk).

The Client agrees that, in the event that there has been no movement on the account balance for a period of at least six years (notwithstanding any payments or receipts of charges or similar items) and we are unable to trace you and return your account balance to you, despite having taken all reasonable steps to do so, we may cease to treat your money as client money and accordingly release any client money balances from the segregated account. However, if at any point after this time, you ask us to return your account balance to you we will do so if your account balance is in credit.

We may rely on the information that you provide us in your Client Account Application as being correct at all times, unless you notify us otherwise. It is your responsibility to promptly inform us in writing if at any time during your relationship with AFX Markets Ltd you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed.

To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

- a) make periodic searches and enquiries about you and any Related Party at credit reference agencies, your employers and any other relevant parties (as applicable);
- b) disclose information to organisations involved in fraud prevention; and
- c) obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.

3.24 You accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided by AFX Markets Ltd, even if such use may be unauthorised or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.

3.25 You warrant and agree that any person who is in possession of any password has been authorised by you, and you acknowledge that you will be responsible for any actions on the account associated with the use of its password. You agree to notify AFX Markets Ltd immediately should you become aware of any unauthorised use, loss or theft of your, username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, open positions or transaction history.

3.26 Access to the Trading Platforms are furnished pursuant to a non-exclusive, non-transferable, revocable license and their use is subject to the terms of this Agreement.

3.27 If more than one natural person executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this



Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Client agrees to indemnify, defend, save and hold free and harmless AFX Markets Ltd for any liabilities, claims, losses, damages costs and expenses, including attorney's fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorney's fees.

3.28 If your Account is set up as a Joint Account, AFX Markets Ltd is authorised to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. The parties to such joint account shall each be jointly (together) and severally (individually) liable.

3.29 AFX Markets Ltd reserves the right, in accordance with Anti Money Laundering regulations and other Applicable Regulations, to carry out checks on the identity of all individuals who are part of a joint bank account, where the bank account is to be used for funding your trading Account and for the purpose of withdrawals from your trading account.

#### 4. Margin

4.1 The Client shall at all times ensure that the balance of the Account is equal to or greater than the sum of all Client Deposits required by AFX UK (each a "Margin") in relation to open Contracts with AFX Capital Markets Ltd. and any other exposure of the Client related to a Service provided by AFX UK. The margin requirement needed in relation to each trading position is available at [www.stofscos.co.uk](http://www.stofscos.co.uk) under the trading specifications of each product. The margins required are set by AFX Capital Markets Ltd. and it may vary the Margins in its absolute discretion at any time and the new Margins shall be disclosed as indicated above and shall apply immediately to any new trading position opened by the Client. If AFX notifies the Client in writing of the new Margin requirements, these new requirements will apply for positions remaining open as of the date specified within the notice. Such notice period will be no less than 14 days unless such change is required due to or caused by regulatory or legal requirements in which case it may be effective immediately.

4.2 The Client acknowledges and agrees as follows:

- a) the balance of the Account must at all times satisfy the Margin requirements established in accordance with Section 4.1;
- b) Section 4.3 shall apply in determining whether the above Margin requirements are satisfied;
- c) the Client must at all times monitor the Account balance against the Margin requirements;
- d) AFX UK may, but shall not be obliged to, inform the Client that the Account balance is insufficient to meet the Margin requirements in relation to existing trading positions and/or for the opening

- e) of any new trading position;
- e) failure to meet the Margin requirements constitutes an Event of Default and may have adverse consequences for the Client under this Agreement; and
- f) the Margin requirements are not intended to represent the Client's entire liability in relation to open trading positions.

4.3 The Client's open trading positions shall be marked to market on an on-going basis during trading hours. The Client acknowledges and agrees that the Account balance may become insufficient due to:

- a) the market moving against the Client on one or more open trading positions (as a result of which mark-to-market losses will be entered in the Account);
- b) AFX Capital Markets Ltd. Re-Setting Margin requirements (subject to Section 4.1); and
- c) the Client being allowed to trade by AFX Capital Markets Ltd. notwithstanding Margin requirements are not met.

4.4 If the Account balance becomes insufficient to meet Margin requirements, then AFX UK and/or AFX Capital Markets Ltd.:

- a) may choose not to accept new trading orders transmitted (however AFX Capital Markets Ltd. may permit the Client to trade, in its absolute discretion, without prejudice to any rights and remedies of AFX Markets Ltd. under this Agreement which will not be deemed to be waived by this decision);
- b) AFX UK may but shall not be required to claim the deposit of additional Margins by the Client; and
- c) AFX Capital Markets Ltd. shall have a right to close one or more open trading positions of the Client as necessary to reduce Margin requirements below the Account balance.

d) AFX UK may prevent withdrawal of any funds.

4.5 The Client acknowledges and agrees that:

- a) the Platform settings may automatically stop trading activities which would result in a breach of Margin requirements (without prejudice to all rights and remedies of AFX UK under this Agreement where the automatic stop mechanisms fail to work properly or AFX UK elects to permit the Client to transmit a trade for consideration by AFX Capital Markets Ltd. and AFX Capital Markets Ltd. accepts such a trade) or in cleared funds in the Account reducing below a set percentage of the Margin requirements; and
- b) close-out of open trading positions will be made starting from those showing the largest losses (however AFX Capital Markets Ltd. may change this close-out Order as it sees fit in its absolute discretion from time to time) and such activity falls under AFX Capital Markets Ltd. Terms of Business.

#### 5 Spreads and Trading

5.1 Applicable spreads depend on the individual account type you have opted for and the product specifications. AFX Capital Markets Ltd. quotes variable spreads to AFX Markets Ltd. clients. Such spreads are variable as the spread in the underlying market are themselves variable. AFX Capital Markets Ltd. then applies a fixed spread of its own and/or a commission payment is required. AFX Markets Ltd. does not increase these

further, instead being paid by AFX Capital Markets Ltd. on a proportion of the spread and/or commission you pay and/or the profit it makes on you as a client.

- 5.2 As spreads vary on the underlying market you may end up closing a trade with a wider spread than you opened especially during times of economic news. You should be aware of this risk and take this into account in your trading strategy. The spread is taken into consideration immediately on opening a position therefore your position will open showing a loss. This is normal. To make a profit you need the price to move by at least the spread and/or any commission you paid.
- 5.3 Upon opening the Account, the Client shall provide AFX UK with an USER ID and Password to access 'My Account'. AFX UK shall set an account number and password (the "Access Codes") to access the trading platform of AFX UK (the "Platform") provided to it by AFX Capital Markets Ltd. The Client can change their password at any such time as the Client deems it necessary. The Access Codes may only be used by the Client or the Attorney (if appointed) to the exclusion of any other person. The Client shall not disclose the USER ID, the Account number and the Access Codes (collectively, the "Account Access Information") to any person (but the Client may disclose the Access Codes to the Attorney, if appointed) and shall use best efforts to preserve (and ensure that the Attorney, if appointed, preserves) the full confidentiality of the Access Codes. The Client shall inform promptly AFX UK in writing if the Client knows or suspects that any unauthorised person has acquired (or has attempted to acquire) knowledge of the Account Access Information.
- 5.4 AFX UK may rely on any access to the Platform with the Access Codes as being made by the Client or the Attorney (if appointed). In order to protect your computer and person data, AFX UK recommends the use of anti-virus software with regular updates and scans being carried out. AFX UK is not responsible for access gained to the Platform through the Client's password being 'stolen' through virus or other such software. AFX UK strongly recommends against the use of password management software (whether browser based or third-party software). Any access to the Platform, gained through such software, will be the Client's responsibility, regardless of whether the Client authorises this. Furthermore, AFX UK strongly recommends locking devices when not in use at all times, and where possible, making use of a password only known by the Client as again, AFXUK may rely on the use of the Platform as signaling trades carried out by the Client.
- 5.5 Unless a different agreement is made with AFX UK, the Client (and the Attorney, as applicable) shall send all orders for transmission relating to a Service provided by AFX UK under this Agreement for execution by AFX Capital Markets Ltd. (the "Orders") using the Platform in accordance with any terms or instructions relating to the use of the Platform which may be published on the Website. Where AFX UK agrees to act upon an Order transmitted by phone or in writing, it shall be regarded as doing so on the basis that:
- a) the price or the exchange rate (the "Price") at which the relevant Contract would be entered into is the Price quoted by AFX UK as displayed on the Platform or otherwise, and any such Order will be for a Contract to be entered into at such Price with AFX Capital Markets Ltd.; and
  - b) AFX will transmit the order for executing by AFX Capital Markets Ltd. by entering the relevant Contract into the Platform trading system using the Access Codes provided by the Client (or the Attorney, as applicable), in each case, unless a different intention is expressly and clearly stated by AFX UK in writing.
- 5.6 Where AFX UK accepts a request for an Order to be transmitted to AFX Capital Markets Ltd. by phone, it shall be regarded as doing so on the basis that:
- 5.7 AFX UK believes in its exclusive judgment to be in a position to identify the Client (or the Attorney, as applicable) in accordance with its internal procedures, but AFX UK will not be liable for accepting an Order transmitted by an unauthorised person other than in case of gross negligence, willful default or fraud; and
- 5.8 The Client is aware and agrees that the phone call will be recorded by AFX UK and the recording and any transcript of it will be accepted as conclusive evidence of the Order.
- 5.9 Any request to transmit an Order shall be treated as an offer from the Client to enter into a Contract with AFX Capital Markets Ltd. at the price quoted by the client. AFX Capital Markets Ltd. may or may not accept an Order for execution in its absolute discretion, except that AFX Capital Markets Ltd. may not refuse to fulfil an Order to close out an open trading position issued by the Client in accordance with this Agreement. AFX Capital Markets Ltd. may also quote a new Price for a Contract through AFX UK, after receiving an Order, whenever it believes re-quoting is appropriate in consideration of market conditions or for any other reason unless the order is placed through a Market Order (no re-quote) platform. If AFX Capital Markets Ltd. re-quotes the Price for a particular Contract through AFX UK, the original Order shall no longer be considered valid and binding and the Client may or may not send a new Order at the new Price quoted by AFX Capital Markets Ltd.
- 5.10 The Client may revoke any Order at any time before acceptance by AFX Capital Markets Ltd., and AFX Capital Markets Ltd may delay the acceptance and execution of an order as it sees fit without giving notice to the Client and shall not be held liable to the Client for late acceptance of an Order. Any Order accepted by AFX Capital Markets Ltd. shall be displayed as such on the Platform (if it relates to a Contract which may be traded on the Platform) and shall no longer be revocable by the Client.
- 5.11 The prices quoted on the AFX UK platform by AFX Capital Markets Ltd. fall under the AFX Capital Markets Ltd. trading rules in section 5 of their terms of business.
- 5.12 Client acknowledges and agrees that software engineering, telecoms and electricity services affecting

the use of the Platform are not under the control of AFX UK and that AFX UK shall not be responsible for:

- a) any error in the transmission of an Order;
- b) any misinterpretation or mistake affecting an Order sent through the Platform (including technical and/or mechanical damage);
- c) any access to Client data by unauthorised persons;
- d) the Client's inability to access or use the Platform at any time; and
- e) more generally, any loss or damage incurred or suffered by the Client as a result of failures in the services supplied to AFX UK by software engineering, telecom and electricity service providers; in each case, unless there is evidence given by the Client that this was caused by the gross negligence, willful default or fraud of AFX UK. In such circumstances, AFX UK will only be liable for damages or losses suffered or incurred by the Client which the Client proves to be the direct consequence of such gross negligence, willful default or fraud.

5.13 The parties acknowledge that errors may occur in the Prices quoted by AFX Capital Markets Ltd. to AFX UK due to internet or connectivity failures or delays, price feed mistakes or otherwise resulting in quoted Prices materially deviating from market rates. In such circumstances, without prejudice to any rights either AFX Capital Markets Ltd. or the Client may have under common law, neither the Client nor AFX Capital Markets Ltd will be bound by any Contract which purports to have been made (whether or not confirmed by AFX Capital Markets Ltd) at a Price which was, or ought reasonably to have been, known to either the Client or AFX Capital Markets Ltd to be materially incorrect at the time the Contract was entered into.

5.14 Except for the case of fraud, AFX Markets Ltd shall not be liable for any loss or damage suffered by the Client as a result of the reliance of the Client on a Price which the Client knew, or ought reasonably to have known, to be materially incorrect.

5.15 The Client acknowledges and agrees that when entering into these Terms and Conditions and every time the Client enters into a Transaction, or gives AFX UK any other instruction, he/she will not use any Abusive Trading Strategies on the Systems and/or Trading Platforms and/or Client Accounts of AFX UK, including (without limitation):

- a) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;
- b) Use, without the consent of AFX UK, of any software which applies artificial intelligence analysis to the systems and/or Platform(s) and/or Client Accounts of AFX UK;
- c) Send any unsolicited commercial communication

not permitted under applicable law or Applicable Regulations;

- d) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;
- e) Any action that could potentially allow the irregular or unauthorized access or use of the Platform(s);
- f) Send massive requests on the server which may cause delays in the execution time;
- g) Abusive Trading;
- h) Exploiting a fault, loophole or error in the AFX UK software, system, the Platforms; and/or Client Accounts, etc.

5.16 In case AFX UK reasonably suspects that the Client has breached the terms of clause 5.9 above, AFX UK reserves the right at its sole and absolute discretion, to revoke any Contract and/or Transactions entered into by the Client resulting from Abusive Trading Strategies, without prior notice to the Client and regardless of whether such revocation would result in Losses in the Client's Account or would cause him/her to breach his/her Margin Requirements.

5.17 AFX UK also reserves the right at its sole and absolute discretion, to take all necessary steps including making corrections or adjustments on the Client's Account without prior notice, for example, any Transaction placed through the System which relies on price latency or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated or voided at any time. In addition, where such circumstances exist, the Client understands and agrees that AFX shall not remit payments to or process withdrawal requests from the Client, until the appropriate corrections are made to the satisfaction of AFX UK. When determining whether a situation amounts to an Abusive Trading Strategy, AFX UK may take into consideration all information in its possession including information concerning relevant market conditions and errors in the System.

5.18 AFX UK will not be liable for any loss, cost, claim, demand or expense the Client may suffer (including loss of profits or any indirect or consequential losses) resulting from any action that AFX UK takes in connection with addressing the Client's Abusive Trading Strategies or any action which AFX UK takes, or refrains from taking in relation to Transactions resulting from the Client's Abusive Trading Strategies, except to the extent caused by AFX UK's own fraud, willful default, or gross negligence.

#### 6. AFX Capital Markets Ltd. rights on Trading Accounts

6.1. AFX Capital Markets Ltd. has the right to delete any Pending Orders older than 1 month from the Client's Trading Account history.

6.2. The Client acknowledges, fully understands, accepts and confirms that any and/or all of the Client's Trading Account(s) history in STO Platforms may at any time and without prior written consent and/or notice, be archived by AFX to a single summarised line in the respective STO Platforms Trading Account(s), where such Trading Account(s) history records exceed a timeframe of one (1) month.

6.3. The Client further acknowledges, fully understands,

confirms and accepts that such archived trading and non- trading history shall be accessible and/or downloadable at any time.

6.4. AFX Capital Markets Ltd. confirms that Client's archived original trading history records from STO Platforms, shall be accessible and/or downloadable by the Client at any time.

6.5. AFX Capital Markets Ltd. confirms that all Client's records and/or trading and non-trading activity, current and/or past and/or archived shall be kept for at least five (5) years after the termination of the business relationship with the Client as per the applicable legislation unless it is necessary to be kept for a longer period.

## 7. AFX Capital Markets Ltd.'s Right to Close Out Contracts

7.1. AFX Capital Markets Ltd. has rights relating to closing out contracts submitted through AFX Markets Ltd. for transmission to it under various circumstances including but not exclusively limited to regulatory requirement, insufficient margin, breach of trading rules, regulations or conventions, lack of funds, loss of contact with the client after 30 days at its own discretion and any other reason outlined in these terms.

7.2. AFX Capital Markets Ltd. operates Automatic Stop Out when a client has lost either a preset percentage of the initial margin where the initial margin equals the account balance or once the account balance equals the open margin a percentage of that balance. For example: A clients balance is £1000 – margin required for trading totals £1000 – once the client losses £250 AFX Capital Markets Ltd. automatically creates a position to close position(s) to either restore some margin or close all positions to limit further losses. The standard figure is 75% though this may vary from client to client. See schedule 3 for your figure. Due to this AFX Capital Markets Ltd. offers negative balance protection meaning that you will not owe them funds due to gapping in the market even where positions are unable to be closed though you can still lose 100% of the funds in your account. This does not apply to Corporate events or to other such losses or where commission is owed to close the trade.

## 8. Payments and Set-off

8.1. The Client shall be required to pay to AFX UK, without limitation:

- a) the Margins set out in accordance with Sections 4.1 to 4.5 (subject to a minimum Initial Deposit as indicated in the Rates Schedule);
- b) the amounts due under any Contracts (including any trading losses, Swaps and the Commissions provided for by this Agreement);
- c) the amount of any taxes paid by AFX UK or AFX Capital Markets Ltd. on behalf of the Client (if any);
- d) any indemnity due by the Client under this Agreement;
- e) such additional amounts as AFX UK may

reasonably require from time to time to secure the Client's obligations to AFX Capital Markets Ltd.; and  
f) any debit balance on any Account (without duplication).

8.2. All charges and Commissions due by the Client under this Agreement are set out on the individual product specification pages on [www.stofs.co.uk](http://www.stofs.co.uk) and may vary from time to time as determined by AFX Capital Markets Ltd. in its full discretion.

8.3. The Client shall be responsible for payment (or reimbursement to AFX UK, as applicable) of all VAT, stamp duty or other taxes levied or claimed by any taxing authority or otherwise arising in any jurisdiction in relation to any Contract entered into under this Agreement.

8.4. AFX UK shall have the right to withhold or deduct from any payment made to the Client under this Agreement or credited to the Account any amount required by applicable law to be withheld or deducted from any such payment or credit

8.5. The Client shall be required to indemnify AFX UK and AFX Capital Markets Ltd. from and against all costs, claims, actions, proceedings, damages, expenses and liabilities arising as a consequence of the Client failing to make a tax payment as and when due in relation to any Contract entered into under this Agreement or to reimburse AFX UK and/or AFX Capital Markets Ltd. for any tax payment made by it on behalf of Client.

8.6. AFX UK shall have the right to set off any credit balance on the Account or other sum due by AFX UK in full or in part, to the Client against any debit balance or other sum due by the Client to it. This set off right may be exercised by AFX UK in its absolute discretion and without notice to the Client unless there it has been provided notice that the client may be suffering financial difficulty at which stage it will make a decision based on the information available to it.

8.7. All withdrawals will be made within AFX UK's withdrawal policy including but not exclusively, all funds will be returned to the client only. Where payment was made by credit card the funds will be returned up to a maximum of the deposited amount to the same card.

## 9. Client Money

9.1. Monies held by AFX Markets Ltd on your behalf will be treated as client money within the meaning of the UK Client Money Rules. AFX UK will on receiving client money ensure is it held into a segregated client account held at our custodian bank, no later than the close of business on the day of receipt.

9.2. As agent to AFX Capital Markets Ltd, we will pass monies to them as it becomes due to satisfy your obligations. AFX Capital Markets Ltd. may pass those funds onto a third party (a market maker, OTC Counterparty etc.). You may be exposed to the additional risk that in the event of an insolvency, or similar in relation to that third party, the amount of money received may not be sufficient to satisfy your claims. You may however be able to claim against us for any outstanding amounts.

9.3. AFX Capital Markets Ltd. may hold or transfer money on your behalf or to secure obligations outside the European Economic Area (EEA). The legal and regulatory regime applying to any bank or person that

holds your money will be different from that of the EU. As a result, should the holder go into insolvency or similar proceedings, your money may be treated differently that it would have been if the money was held in a bank in the EU

- 9.4. Money held with UK Client Money Accounts does not attract interest from AFX Markets Ltd. Any interest paid by the institution which the money is held in will belong to AFX Markets Ltd. not you therefore you agree to not receive any interest on the money held.
- 9.5. The Client agrees, that in the event that the Client's remaining Trading Account Balance is up to 1 cent (EUR) and the Client's Trading Account is closed or inactive for more than 90 calendar days, then AFX shall have the right to deduct this remaining Trading Account Balance of up to 1 cent (EUR) and use it for charity purposes at its absolute discretion.
- 9.6. AFX UK may cease to treat as Client Money any unclaimed Client Money balance as long as AFX UK has taken certain 'reasonable steps' as defined by FCA CASS regulations, to trace the client concerned and to return the balance, such steps include:
- For the client's balance to cease being treated as Client Money, there must have been no movement on the client's balance for a period of at least 6 years (notwithstanding any payments or receipts of charges, interest or similar items); and
  - AFX UK shall write to the client at the last known address informing the client of the firm's intention of no longer treating that balance as client money, giving the client 28 days to make a claim; and
  - AFX UK shall make and retain records of all balances released from client bank accounts; and
  - undertaking to make good any valid claim against any released balances.

## 10. Reporting to the Client

- 10.1. In respect of each Contract entered into under this Agreement, AFX UK. shall send the Client a note (the "**Contract Note**") and, after closing out of the trading position, a difference account note (the "**Difference Account Note**") in relation to each order executed by AFX Capital Markets Ltd. Such reports shall contain the information required by the applicable MiFID rules and shall be delivered to the Client no later than close of business of the next business day following the day on which a Contract is concluded or closed out.
- 10.2. In respect of each Account, AFX UK. shall send the Client a monthly statement of Account (the "**Monthly Statement of Account**") and, together with Contract Notes and Difference Account Notes, the "**Reports**") containing the information required by the applicable MiFID rules to be delivered no later than 2 weeks after the end of each calendar month.
- 10.3. Any Report to be delivered to the Client under this Agreement may be sent by AFX UK in

electronic form and, where permitted by the applicable MiFID rules, may also be made available to the Client on the Platform with the reporting duties of AFX UK being accomplished by a notice delivered by AFX UK in accordance with Section 17.9 advising the Client that the Report is available on the Platform.

- 10.4. The Client should verify the contents of each Report without delay. In the absence of manifest error, each Report shall be evidence of the trading activities and other facts stated therein unless the Client notifies AFX UK of any mistake, error or inaccuracy within 5 business days of receipt of the Report or the notice under Section 10.3.

## 11. Indemnity and Liability

- 11.1. The Client shall indemnify AFX UK, its affiliates, employees, agents, successors and assigns (each an "**Indemnified Party**") on demand from and against all costs, claims, actions, proceedings, damages, expenses and liabilities of any nature whatsoever (whether present, future, contingent or otherwise and including legal fees) which an Indemnified Party may suffer or incur (collectively, the "**Indemnified Party Losses**") as a direct or indirect consequence of:
- any false representation or breach of warranty given by the Client under or in connection with this Agreement (including, without limitation, in the Application Form);
  - a breach by the Client of any of its obligations under this Agreement;
- 11.2. AFX UK exercising its rights under Section 14 (Events of Default); or any other event contemplated by this Agreement as being subject to indemnification by the Client unless and to the extent such Indemnified Client Losses are suffered or incurred as a result of the gross negligence, willful default or fraud of AFX UK
- 11.3. Without prejudice to the generality of the foregoing, the Client shall indemnify AFX UK and any other Indemnified Party from and against all direct and indirect Indemnified Party Losses resulting from (a) the use of programmable trading systems (whether designed/manufactured by the Client or any third party) executed on or using the Platform, or (b) any claims against an Indemnified Party raised by a Client's customer or other person in whose interest or behalf the Client has traded with AFX UK under this Agreement (whether in breach of this Agreement or otherwise).
- 11.4. Any liability of AFX UK to the Client under applicable law for breach of this Agreement or any representation, statement, act or omission including negligence arising under or in relation to this Agreement (including any liability for acts or omissions of employees, agents and sub-contractors of AFX UK) shall be subject to the imitations set out in Section 11.4 (subject to Section 11.5).
- 11.5. AFX UK shall not be liable to the Client for:
- costs, claims, actions, proceedings, damages, expenses and liabilities which the Client may suffer or incur (collectively, the "**Client Losses**") unless and to the extent that such Client Losses are suffered or incurred as a result of the gross negligence, willful default or fraud of AFX;
  - any Client Losses being the indirect or consequential effect of any act or omission for which AFX UK is liable to the Client including, without limitation, loss of profit,

- loss of business, loss of goodwill or reputation or other claims for consequential compensation;
- c) any Client Losses suffered or incurred as a direct, indirect or consequential result of any error in any Order, instruction, information given by the Client (or the Attorney, as applicable) or of AFX UK acting upon any Order or instruction given, or which appears to be given, by the Client (or the Attorney, as applicable);
- d) any adverse tax consequences of any trade; and
- e) any other fact, circumstance, event or situation for or in respect of which AFX UK is not liable pursuant to specific exclusions or other terms of this Agreement.
- 11.6. Nothing in Section 11.4 may exclude or limit (a) the liability of AFX UK for death or personal injury caused by its negligence or (b) any liability owed by AFX UK to the Client under the Laws of England and Wales or other applicable law or regulations governing investment services and other financial activities performed by AFX UK under this Agreement (the “**Law and Regulations**”) which AFX UK is not entitled to contract out. AFX UK reserves the right to take any action AFX UK considers necessary to comply with applicable Law and Regulations. In the event of conflict or inconsistencies between any term of Agreement and any applicable Law and Regulations, the latter shall prevail.
- 11.7. Without prejudice to any rights you may have to refer a complaint to the Financial Ombudsman Service (“FOS”) where each of the parties irrevocably:
- a) agrees that the courts of England will have exclusive jurisdiction to hear all and any disputes or claims (of any and every kind, whether based on the Agreement, statute, regulation, case law or otherwise) arising out of, relating to, or connected with the Agreement, including as to its interpretation, validity, application or breach; and
- b) agrees that the courts of England will have exclusive jurisdiction to settle any Proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and waives any objection which it may have at any time to the laying of venue in respect of any Proceeding brought in any such court and agrees not to claim that such Proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it
- 11.8. Currency Indemnity: If we receive or recover any amount in respect of an obligation of yours in a Currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a Currency other than the Currency in which it was due.
- 11.9. If you direct AFX Markets Ltd to fund Margin from funds denominated in a foreign currency held on your Account, AFX Markets Ltd will be authorised to convert those funds for Margin at a rate of exchange determined by AFX Markets Ltd., who will not be liable to you for any loss suffered by you as a result of any such conversion.
- 11.10. AFX Markets Ltd makes no warranty, express or implied, that the bid and offer prices quoted on AFX Markets Ltd.’s Trading Systems represent the prevailing Market prices. Our quoted prices may reflect, at our discretion, Market volatility or additional costs and charges, which may result in an increase in the Spread as well as per Transaction or per-lot Commission.
- 11.11. Prices quoted for Forex and CFDs on our Platforms, are derived by reference to the price of the Underlying Market, which are quoted by our Liquidity Providers whom all orders will be transmitted for execution. To this price may be added AFX UK’s spread and fees so the price may differ from the exchange or Liquidity Provider’s quotes on the underlying instrument, however AFX Markets Ltd will seek out the best possible consideration on the Underlying Asset.
- 11.12. AFX Markets Ltd may, at its discretion refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions.
- 11.13. AFX Markets Ltd may cancel any instructions previously given by you provided that AFX Markets Ltd has not acted on your instructions.
- 11.14. Without prejudice to the generality of the foregoing AFX Markets Ltd. reserves the right to limit the number of Open Positions that Clients may enter or maintain in Client’s Account. AFX Markets Ltd reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.
- 12. Market Liquidity Provider**
- 12.1. If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, in our sole discretion consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you.
- 12.2. We reserve the right, in our sole discretion, to change your underlying Liquidity provider to another provider in order to protect against abuse of our systems. Such a change may result in variable spreads being applied to Markets you trade. If the Liquidity Provider is changed, we shall have no requirement to notify you or give you prior warning of the change, conversely we shall not be obligated to change any liquidity provider and may take any other action permitted by the Agreement.
- 13. Representations, Warranties and Covenants of the Client**
- 13.1. The Client represents and warrants that:
- a) All information supplied by the Client to AFX UK is complete, true, accurate and not misleading in any material respect; the Client has entered into this Agreement and will enter into any Contract there under as a principal and not as another party’s agent or

- b) representative;
  - b) the Client is not subject to any legal disability and is not subject to any law or regulation preventing performance of this Agreement or any Contract or transaction entered into there under by the Client;
  - c) the Client has obtained all necessary consents, licenses and authorisations and has full power and authority to enter into this Agreement and any Contract or transaction there under;
  - d) the Client is in compliance with all laws and regulations to which the Client is subject in relation to this Agreement and any Contract or transaction there under including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;
  - e) this Agreement and any Contract or transaction entered into there under create valid and binding obligations which are enforceable against the Client in accordance with their terms (subject to applicable principles of equity) in the jurisdiction in which the Client is resident (if other than the UK) and do not violate the terms of any law, regulation, order, charge, agreement or instrument by which the Client is bound or to which the Client's assets are subject;
  - f) no Event of Default or any other event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of these) an Event of Default (a "**Potential Event of Default**") has occurred and is continuing with respect to the Client;
  - g) the Client is fully aware of the financial and other risks involved with trading under this Agreement and is willing and financially able to sustain a total loss of funds resulting from the Contracts and transactions entered into there under;
  - h) all monies given to AFX UK by the Client to satisfy Margin requirements or for any other purpose is and will be free from any charge, lien, pledge or encumbrance and is also beneficially held and legally obtained by the Client;
  - i) the Client has consistent and uninterrupted access to internet service and the e-mail address provided to AFX UK on the Application Form.
  - j) the Client will not enter into any Contract or transaction under this Agreement for the purposes of or in connection with any placing, issue, distribution, offer, take-over, merger or other similar corporate finance-type transaction, as applicable;
  - k) the Client will act in accordance with applicable law and regulations regarding market abuse, manipulation or misconduct, insider dealing and similar offences, as applicable; and
  - l) the Client will not undertake any act nor engage in any activity, other than in the normal course of business, which seeks to or may alter, distort or otherwise manipulate the relevant market or Underlying in relation to a Contract or transaction entered into under this Agreement.
- 13.2. The representations and warranties under Section 12.1 shall be deemed to be repeated each time the Client provides AFX UK with instructions to enter into any Contract or transaction under this Agreement with AFX Capital Markets Ltd. The Client acknowledges and agrees that the above representations and warranties have been a material inducement to the decision of AFX UK to enter into this Agreement with the Client and such create a continuous obligation on the Client to inform AFX UK if any representation or warrant no longer holds true whilst they are a Client of AFX UK. AFX Capital Markets Ltd. is also deemed to have executed the orders based on this information also.
- 13.3. The Client covenants to AFX UK and undertakes that:
- a) the Client will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, all powers, authority, consents, licenses and authorisations referred to in Section 12.1;
  - b) the Client will promptly notify AFX UK of the occurrence of any Event of Default or Potential Event of Default;
  - c) the Client will use all reasonable endeavors to ensure compliance with Law and Regulations as applicable in relation to this Agreement and any Contract or transaction entered into there under;
  - d) the Client will promptly notify AFX UK of any change to the information provided to AFX UK upon entering into, or otherwise in connection with, this Agreement;
  - e) and upon demand, the Client will promptly provide AFX UK with any additional information AFX UK may reasonably require complying with applicable Law and Regulations or any other legal requirement applicable to AFX UK including, without limitation, under Anti Money Laundering (AML) /Counter Terrorist Financial (CTF) rules or otherwise in connection with this Agreement.
- 14. Termination**
- 14.1. The Client may terminate this Agreement at any time by giving written notice to AFX UK. Once processed by AFX UK, instructions will be given to AFX Capital Markets Ltd. and any positions remaining open will be automatically closed at the price offered by AFX Capital Markets Ltd. at its sole discretion and any funds remaining in the account will be returned to the client in accordance with our withdrawals policy at the time, subject to any deductions for applicable charges.
- 14.2. This Agreement may be terminated by AFX UK at any time by giving up to 30 days' notice to the Client except that AFX UK may terminate this Agreement immediately:
- a) if the Client fails to perform any provision of this Agreement; upon the occurrence of any Event of Default; or if the Client has no open positions on the Account at the time when the notice of termination is sent.
  - b) any positions remaining open at the end of the 30-day notice period will be automatically closed at the price offered by AFX Capital Markets Ltd.
  - c) The termination of this Agreement shall be without prejudice to any accrued rights and remedies of the parties and the existence and enforceability of any open Contract which will continue in full force and effect until

close in accordance with this Agreement unless otherwise determined by AFX UK.

- d) No penalty shall be payable by either party on termination of this Agreement. Any amount payable by the Client to AFX UK shall become immediately due and payable including, without limitation:
  - e) all outstanding fees, charges and commissions;
  - f) any dealing expenses incurred by AFX Capital Markets Ltd. in terminating this Agreement; any losses and expenses realised in closing out any Contract or settling outstanding obligations incurred by AFX UK on behalf of the Client; and any indemnification owed by the Client to AFX UK under this Agreement.
- 14.3. AFX UK may consolidate all or any of the Accounts into one Account and deduct all amounts due to AFX UK before transferring any credit balance on the Account(s) (net of Margin requirements on continuing trading positions, if any) to the Client. The obligations under Sections 11 (Indemnity and Limitation of Liability), 16 (Data Protection and Confidentiality) and 17.15 (Governing Law and Jurisdiction) will survive the termination of this Agreement.

## 15. Events of Default

### 15.1. If at any time:

- a) the Client fails to make any payment when due under this Agreement or to perform any other material obligation under this Agreement or any Contract or transaction entered into there under;
- b) any action is taken or event occurs which AFX UK reasonably considers might have a material adverse effect upon the Client's ability to perform any of its material obligations under this Agreement;
- c) any action is taken or event occurs which AFX UK reasonably considers to be or might be a violation of any applicable Law and Regulations or good standards of market practice;
- d) the Client dies or becomes of unsound mind or, where the Client is a legal entity, the Client is dissolved or any registration required for its capacity or existence is revoked, terminated or otherwise ends, or proceedings are commenced seeking or proposing the Client's dissolution or the revocation, termination or end of such registration;
- e) the Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent (as defined under any bankruptcy or insolvency law applicable to the Client) or any indebtedness of the Client is not paid on the due date or becomes payable at any time of being declared due and payable before the due date of payment set forth in any agreement or instrument;
- f) any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief with respect to the Client or the Client's

debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official with respect to the Client or any substantial part of the Client's assets, or the Client takes any corporate steps to authorise any of the foregoing;

- g) any representation or warranty given by the Client proves to have been or becomes untrue, false or misleading in any material respect;
- h) any regulator of the business of AFX UK or AFX Capital Markets Ltd. requires AFX UK or AFX Capital Markets Ltd. to take any of the actions under Section 14.2;
- i) or AFX reasonably considers that any of the circumstances set out in points (i)-(viii) above are likely to occur, then AFX may exercise all or any of its rights under Section 14.2. Each of the circumstances contemplated in this Section 14.1 shall be referred to as an "**Event of Default**".

15.2. Upon the occurrence of an Event of Default AFX UK and/or AFX Capital Markets Ltd. may, in its absolute discretion and without notice to the Client:

- a) close, combine or consolidate any or all of the open Contracts of the Client (in whole or in part) at such time or times and at such Price or Prices as are reasonably determined by AFX Capital Markets Ltd., retain any sum owed by the Client to AFX UK and exercise its rights of set-off under Section 7.6 (provided that this will not limit the cases where AFX UK may exercise its rights of set-off under this Agreement);
- b) consolidate all or any of the Accounts and close or suspend any or all of such Accounts; refuse to accept any further Order from the Client and/or terminate this Agreement (provided that this will not limit the cases where AFX UK may exercise such rights under this Agreement);
- c) enter into any transaction, at such rate and at such time as is necessary to enable AFX Capital Markets Ltd. to meet the obligations incurred under a Contract entered into by the Client hereunder; and/or treat any or all of the Contracts as having been repudiated by the Client, in which event the obligations of AFX Capital Markets Ltd. and AFX UK under such Contracts will be cancelled and terminated.

15.3. Upon the occurrence of an Event of Default AFX UK may exercise all or any of its rights under Section 14.2 as it sees fit with a view to protecting its interests and without being accountable to the Client for any adverse consequences on the Client of its exercising such rights. AFX UK shall not lose any of its rights under Section 14.2 if the exercise of such rights is delayed for any reason. The rights of AFX UK under Section 14.2 shall be in addition to any other right and remedy AFX UK may have under applicable law. AFX UK shall endeavor to notify the Client of all actions and steps taken pursuant to its rights under Section 14.2 as soon as reasonably practicable.

## 16. Force Majeure and Hedging Events

16.1. Any events beyond the control of AFX UK and/or AFX Capital Markets Ltd. will be deemed as "**Force Majeure Events**" including, without limitation, the following:



- a) Any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to AFX UK, AFX Capital Markets Ltd., the Client, any market or any settlement or clearing system occurs;
- b) AFX Capital Markets Ltd. is unable to maintain an orderly market, in respect of one or more of the Underlying, as a result of the occurrence of any act, omission or event (including, but not limited to, any circumstances beyond the control of AFX Capital Markets Ltd. such as strike, riot, war, terrorism, civil unrest or failure of power to supply, communications or other infrastructure);
- c) any underlying market or Underlying is subject to, or affected by, suspension, closure, liquidation, abandonment, imposition of limits or special or unusual terms, or excessive movement, volatility or loss of liquidity;
- d) AFX UK is unable to transmit orders to AFX Capital Markets Ltd. or suitably agreed alternative.
- 16.2. If any Force Majeure Event arises, neither AFX UK nor AFX Capital Markets Ltd. shall be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement for the duration of the Force Majeure Event or for taking or omitting to take any action set out in this Section 15.2 below. AFX UK and/or AFX Capital Markets Ltd. may additionally, at its reasonable discretion and without prejudice to any other rights:
- a) alter normal trading times;
- b) modify Margin requirements (which may result in the Client being required to provide additional Margins);
- c) depart or derogate from this Agreement or any Contract entered into there under insofar as it is impractical or impossible for either AFX UK and/or AFX Capital Markets Ltd. to comply with its obligations;
- d) close any or all open Contracts and/or cancel Orders or instructions as AFX Capital Markets Ltd.
- e) reasonably deems to be appropriate in the circumstances; alter the Last Dealing Time for a particular position and/or Increase spreads;
- f) and/or decrease spreads;
- g) and/or request amendments to any closed positions;
- h) and/or suspend the provision of investment;
- i) and/or ancillary services to the client,
- j) and
- k) take or omit to take all such other actions as AFX UK and/or AFX Capital Markets Ltd. reasonably deems to be appropriate in the circumstances having regard to the position of AFX Capital Markets Ltd, AFX UK, the Client or other customers.
17. **Conflicts of Interest**
- 17.1. We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose (which may be revised or updated from time to time) pursuant to Applicable Regulations in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict.
- 17.2. We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you.
- 17.3. The relationship between you and us is as described in this Client Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our Affiliates. As a result, we or any of our Affiliates involved in doing business with or for you may act as both Market maker and broker, principal and agent and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account.
- 17.4. You accept that we and our Affiliates may either:
- a) have interests which conflict with your interest's, or
- b) owe duties which conflict with duties which would otherwise be owed to you, and in either case (i); or
- c) you consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.
18. **Market Abuse**
- 18.1. By entering into any Transaction, you are not acting in any way which is intended to or may be considered to be "Insider Dealing" or "Market Abuse" a defined term in the Act, nor are you acting with the intention of contravening any other provision of the Act, the FCA Rules, or any other Applicable Regulation.
- 18.2. For the purposes of this clause 4.9 you agree that we may proceed on the basis that, when you open or close a Trade with us in a Market, you may be treated as dealing in securities within the meaning of Part V of the Criminal Justice Act 1993 and/or the Financial Services and Markets Act 2000 and/or any other law, FCA Rule or Applicable regulation against Market Abuse; and
- 18.3. You acknowledge that it would be improper for you to deal in the Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.
19. **Data Protection and Confidentiality**
- 19.1. AFX Markets Ltd. agrees to treat information provided in connection with an application on this website as confidential. We will provide you with investment and ancillary services on the basis of information provided by you and you represent and warrant that all information given is true and accurate.
- 19.2. You are entitled to ask us for details of the personal information that we hold about you. If you would like to obtain any such information, please contact us. We may charge a fee (details of which are available upon request) for providing this information to you. If you make a

written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

19.3. AFX UK has a written policy on Data Protection and Cookies. Please click [here](#) for more information. Subject to the contents of this policy, neither party may disclose to any person any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may become possessed in connection with this Agreement and its performance by the other party, and each party shall use all reasonable endeavors to prevent such disclosure. Notwithstanding the above, each party (the “**Disclosing Party**”) may disclose information about the other party, this Agreement, the Account and any trade thereon as the Disclosing Party may be required by any law, rule or regulatory, law enforcement or tax authority or as the Disclosing Party reasonably believes to be necessary to properly perform its obligations under this Agreement or to exercise and enforce its rights there under (including, without limitation, as set forth in Section 17.4) without prior notice to the other party.

- 19.4. You hereby agree to the following:
- a) All copyright, trademark, trade secret and other intellectual property rights in the Trading Platforms shall remain at all times the sole and exclusive property of AFX Markets Ltd and/or its third party service providers and you shall have no right or interest in the Trading Platforms except for the right to access and use the Trading Platforms as specified herein.
  - b) You acknowledge that all our Trading Platforms are confidential and have been developed through the expenditure of substantial skill, time, effort and money.
  - c) You will protect the confidentiality of AFX Markets Ltd and/or its third party service providers by allowing access to the Trading Platforms only by its employees and agents on a need to access basis.
  - d) You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platforms.
  - e) You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platforms or in the manner in which it operates.

## 20. Miscellaneous

- 20.1. **Illegality:** If at any time any provision of this Agreement becomes illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the other provisions of this Agreement shall not be affected
- 20.2. **Entire Agreement:** This Agreement, together with its Appendices and any Contract Notes, Difference Accounts and other Reports sent by AFX UK to the Client in respect of each Contract

contemplated by this Agreement and the Account(s), forms the entire agreement between AFX UK, AFX Capital Markets Ltd and the Client in relation to the CFD activities of AFX. UK and AFX Capital Markets Ltd.

20.3. This Agreement supersedes all prior oral or written representations, arrangements, understandings and/or agreements between the Client and AFX UK in relation to the CFD activities of AFX UK and AFX Capital Markets Ltd. (including any agreement between the Client and any third party which has been assigned to AFX UK, if any). AFX UK has not made (and the Client may not rely on) any representation, arrangement, understanding or agreement not expressly referred to or set out in this Agreement.

20.4. AFX UK may vary this Agreement at any time, including the Rates Schedule, by written notice to the Client. Without prejudice to Section 4.1, any change to the Margin requirements and the summary of the Order Execution Policy may apply with immediate effect. All other changes shall become effective on the date specified in the notice which may not be less than 30 days after delivery of the notice to the Client (which has the right, after the notice, to close out open trading positions and/or to terminate this Agreement at any time in accordance with the terms of this Agreement). AFX UK may also at any time, by written notice to the Client, cease to transmit trading positions in respect of a specified Underlying. The date on which AFX UK ceases to accept Orders for such Underlying shall be specified in the notice and shall at least be 30 days after delivery of the notice. The Client is required to close out all open positions relating to such Underlying before the effective date specified in the notice and, if the Client fails to do so, AFX Capital Markets Ltd. may close out all remaining trading positions effective from the close of trading on the effective date indicated in the notice in accordance with the terms of this Agreement

20.5. **Assignment and Delegation:** The Client may not assign (or purport to assign) rights or delegate (or purport to delegate) obligations under this Agreement to any person without the consent of AFX UK, nor charge (or purport to charge) any of the Client’s rights under this Agreement (including any rights to deposits held with AFX UK). AFX UK may assign rights and delegate obligations under this Agreement and Contracts entered into there under to any person on giving the Client not less than 30 days’ notice. However, where the Client is in default of its obligations under this Agreement, AFX UK may assign to other persons with immediate effect all or any of its rights in respect of monies owing to AFX UK or remedies available to AFX UK under this Agreement. If AFX UK makes such an assignment of rights or delegation of obligations, the Client may be required to acknowledge in writing that the assignee or delegate has assumed the relevant rights and obligations of AFX UK. Notwithstanding anything to the contrary contained in this Agreement, AFX UK may disclose to any actual or potential assignee or delegate such information relating to the Client and the relationship between the Client and AFX UK as AFX UK sees fit.

20.6. **Rights and Remedies:** The rights and remedies set forth in this Agreement are cumulative and not exclusive of

any other rights and remedies provided for by applicable law. AFX UK is under no obligation to exercise any rights and remedies in a manner or at a time beneficial to the Client.

- 20.7. **Delay, Omission and Waiver:** No delay or omission on the part of AFX UK in exercising any right, power or remedy provided by law or under this Agreement, or any partial or defective exercise thereof, may (a) impair or prevent any further or other exercise of such right, power or remedy, or (b) operate as a waiver of such right, power or remedy. No waiver or relaxation of any right, power or remedy relating to any term of this Agreement or breach thereof may (unless expressly agreed in writing by the waiving party) be construed as a waiver or relaxation of rights, powers or remedies relating to the same term or a future breach thereof or as authorising a continuation of a particular breach.
- 20.8. **Records:** The records of AFX UK, unless proved to be wrong, shall be proper evidence of the Client's dealings with AFX UK and AFX Capital Markets Ltd. under this Agreement. The Client shall not object to the admission of such records as evidence in legal proceedings because the records are not originals, are not in writing or are documents produced by a computer. The Client shall not rely on AFX UK to comply with its record keeping obligations although the records of AFX UK may be made available to the Client on request, in the absolute discretion of AFX UK unless it is required to be provided by law. Client records will be held by AFX UK in accordance with regulatory requirements, for a minimum of 5 years from the date of the confirmed closure of the client's account.
- 20.9. **Third Party Rights:** No provision of this Agreement is intended to be enforceable by any person who is not a party to this Agreement except in relation to the execution services provided by AFX Capital Markets Ltd.
- 20.10. **Notices and Communications:** Subject to Section 17.10 any notice or other communication given or made under or in connection with the matters contemplated under this Agreement shall, except where oral communication is expressly provided for, be in writing and shall be sent to the address below:
- 20.11. Where AFX UK is the intended recipient:  
Address: 33 Sun Street, 2<sup>nd</sup> Floor, London, EC2M 2PY, UK Telephone: + 44 (0) 207 710 0000  
Fax: + 44 (0) 207 710 0002  
E-mail address: Dealing-related communications to [tradingdeskuk@stofs.com](mailto:tradingdeskuk@stofs.com)  
(Subject to Section 5.2)
- 20.12. Where the Client is the intended recipient: the address, the telephone, the facsimile numbers and the e-mail address the Client provided to AFX UK for this purposes on the Application Form.
- 20.13. Any such notice shall be deemed (in absence of evidence to the contrary) to have been received:  
a) if delivered personally or by hand, at the time of delivery;  
b) if posted, within five (5) business days after posting;  
c) if verbal, by telephone, when actually given;  
d) if by leaving a message on a telephone answering machine or voice mail, when the message was left;  
e) if sent by facsimile, upon receiving confirmation of its transmission; and  
f) if sent by electronic mail, when the message is sent unless a "not sent" message or "not received" message is received from the sender's electronic mail provider.
- 20.14. The Client confirms that it has a regular access to the Internet and consents to AFX UK providing information, including but not limited to the information concerning the Order Execution Policy and information about the risk of investments, by e-mail or by posting it on the Website as AFX UK may from time to time notify to the Client.
- 20.15. The Client may change the address, facsimile number and e-mail address indicated above to which AFX UK will send any notice or communication relating to this Agreement and AFX UK may change the contact details indicated above, provided that in either cases the change will be effective on the date specified in the relevant notice subject to 17.10.
- 20.16. Any written notice (including the notice to terminate this Agreement) or other written communication to be given to the Client by AFX UK, including the Reports, may be sent to the Client in an electronic form (without prejudice to Sections 8 and 10). The Client should verify the contents of each document sent by AFX UK as, in absence of any manifest error, the notice shall be conclusive unless the Client notifies AFX UK in writing within 5 business days of the date of receipt of the relevant notice of any mistake, error or inaccuracy in such document.
- 20.17. The Client authorises AFX UK to communicate with the Client by letter, e-mail, facsimile or telephone to discuss matters in relation to the Account, unless specifically requested otherwise in writing by the Client.
- 20.18. **Governing Law and Jurisdiction:** This Agreement and any Contracts and transaction contemplated by this Agreement shall be governed by and construed in accordance with English Law regarding opening of the account, client money and transmission of orders and Cyprus law regarding the execution of trades and the subsequent contract this creates.
- 20.19. AFX UK and the Client irrevocably agree that the courts of England and Wales or Cyprus shall have jurisdiction to hear all and any disputes as divided above, including controversies or claims (of any and every kind of type, whether based on this Agreement, tort, statute, regulation or otherwise) arising out of, relating to, or connected with this Agreement, including as to its construction, validity, interpretation and enforceability or breach (a "**Dispute**") and, for such purposes, irrevocably submit to the jurisdiction of the courts of England or Wales or Cyprus as applicable using the division above.
- 20.20. The Client agrees to waive any right the Client may have now or in the future to object to the courts of England and Wales or Cyprus being nominated as a forum to hear any dispute, and the Client irrevocably agrees only to bring proceedings in the courts of England and Wales or

Cyprus in accordance with the division above. The submission to the jurisdiction of the courts of England and Wales or Cyprus shall not limit the right of AFX UK to take proceedings against the Client in relation to any Disputes in any jurisdiction that AFX UK considers appropriate nor shall the taking of proceedings in one or more jurisdictions preclude AFX UK from taking proceedings in any other jurisdictions, whether concurrently or not, if and to the extent permitted by applicable law.

## 21. Manifest Errors

- 21.1. A "Manifest Error" means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current Market conditions at the time an Order is placed as determined by us.
- 21.2. When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant Market conditions and any error in, or lack of clarity of, any information source or announcement.
- 21.3. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.
- 21.4. In respect of any Manifest Error, we may (but will not be obliged to):
  - 21.4.a. amend the details of each affected Transaction to reflect what we in our sole and absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or
  - 21.4.b. declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- 21.5. We will not be liable to you for any loss (including any incidental, indirect or consequential loss) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own willful default or fraud, as determined by a competent court in a final, non-appealable judgment.

## 22. General Exclusions

- 22.1. You agree to use our Services in good faith and not to take unfair advantage of our Services or are otherwise act in an unfair manner (for example, by using any electronic device, software, algorithm, server or any dealing strategy that aims to manipulate or take unfair advantage of our Services, exploiting a fault, loophole or error in

our software, system, AFX Markets Ltd STO's trading Platforms, by collusion, using trading strategy designed to return profits by taking advantage of internet latencies, delayed prices or through high volumes of transactions targeting tick fluctuations rather than movements reflecting the correct underlying prices, or by any other means).

- 22.2. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of "arbitrage" and "scalping", or taking advantage of these internet delays, cannot exist in an over-the-counter Market where the client is buying or selling directly from the Market. AFX Markets Ltd do not permit the practice of "arbitrage" on the Trading Platforms and considers this improper use or abuse of our trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. AFX Markets Ltd reserves the right to make the necessary corrections or adjustments on the Account involved. AFX Markets Ltd may take any action we deem reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilised to exploit technical deficiencies or palpable errors. Accounts that rely on arbitrage strategies may at AFX Markets Ltd.'s sole discretion be subject to AFX Markets Ltd.'s intervention and AFX Markets Ltd.'s approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by AFX Markets Ltd in their sole and absolute discretion.
- 22.3. Any behavior under clause 22.1 and 22.2 is considered a breach of this Agreement, and we may act reasonably and in good faith and in our sole discretion:
  - a) immediately terminate all of your Trading Accounts and your access to our servers;
  - b) void any Trade (i.e., treat the Trade as if the Trade had never taken place) which was part of any improper activity;
  - c) close any Trade on the basis of our then current prices which was part of any improper activity; amend any Trade, so that it is as it would have been if the Order was executed in the absence of the improper behavior.
- 22.4. We can exercise the above rights even if you have entered into (or refrained from entering into) arrangements with third parties relating to the relevant Trade and even if you may suffer a trading loss as a result.
- 22.5. You agree not to attempt to abuse our trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our trading platform.
- 22.6. We will not be held responsible in the event of an unauthorised access from third parties to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between you and us and/or any other party using the Internet or other network or electronic mean available.
- 22.7. For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into Transactions.

## 23. Complaints

23.1. A complaint is defined as any expression of dissatisfaction, whether oral or written, and whether justified or not, from or on behalf of an eligible complainant about the firm's provision of, or failure to provide, a financial service.

23.2. We maintain a 'Complaints Procedure', which we publish on our website and which you agree contains the procedures that will govern any client complaints or disputes in connection with the performance of any services, you should contact us. To assist us in resolving your complaint or dispute quickly we recommend that you notify us of your complaint or dispute promptly, whether verbally or in writing, with full details of the relevant complaint or dispute. Please note that complaints in writing will be most effective and will help us to assist you with your complaint more efficiently. To assist us with investigating your complaint, you should keep your own records of the cause of your complaint and details of dates and times of specific contraventions in relation to your complaint.

23.3. If you are dissatisfied with our handling of your complaint and/or findings in relation to your complaint, you may (only if we have categorised you as a Retail Client) refer the matter to the Financial Ombudsman Service after having received a final response from us. Information on the Financial Ombudsman Service, including how to make a complaint, eligibility criteria and the procedures involved, is available from the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.  
Contact no: +440300 123 9 123 or +440800 023 4567.

23.4. In accordance with clause 19.1, 19.2 and 19.3 we

will respond to any communication, complaint, claim or dispute in English. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail.

23.5. The Client shall inform immediately AFX UK of any dispute and complaint the Client may have in relation to this Agreement. Such complaint (along with all the relevant details) will be dealt with in accordance with the AFX UK Disputes resolution and complaints procedure details of which can be found on the Website [here](#).

23.6. Complaints and formal notices: [complianceuk@stofs.com](mailto:complianceuk@stofs.com) All other communications such trade queries that do not involve a complaint to [customerserviceuk@stofs.com](mailto:customerserviceuk@stofs.com)

## 24. Investor Compensation Scheme

24.1. We are a member of the Financial Services Compensation Scheme (the "FSCS"). If we cannot meet our financial obligations to you under the Agreement due to the unlikely event of AFX Markets Ltd default or insolvency, depending on your status, eligibility and the circumstances of your claim, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), up to a maximum of £50,000; which is available per customer. Further details of the investor protection scheme is available from the Financial Services Compensation Scheme (FSCS), 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU ([www.fscs.org.uk](http://www.fscs.org.uk)). You may also request from us to provide you information about the conditions governing compensation and the formalities which need to be satisfied to obtain compensation.

## Appendix A: Share CFD Trading – Additional Terms & Conditions

Below are the latest CFD terms and conditions designed to incorporate the new Share CFD products now offered through AFX UK. They supplement, but do not replace, the general trading contract terms and conditions. Where any of the terms and conditions in the two documents contradict each other, these terms will have preference. By trading Share CFDs through AFX UK we will assume you agree to these amended terms and conditions.

AFX Capital Markets Ltd reserves the right to alter rates and requirements including the Margin Percentage at any time

### 1 Individual share CFDs

- 1.1 Share CFDs are executed by AFX Capital Markets Ltd. AFX Capital Markets Ltd does not normally owe best execution duties to the Client as AFX Capital Markets Ltd deals with the Client “on quotes”, so it does not execute orders “on behalf” of the Client. When the Client wants to enter into a particular share CFD contract with AFX Capital Markets Ltd, it may decide whether or not to do so, based on the price quoted through AFX UK for that contract. AFX Capital Markets Ltd determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of AFX Capital Markets Ltd to the underlying share instruments.
- 1.2 The Client realises and accepts that this pricing process involves conflicting interests of AFX Capital Markets Ltd which are intrinsic in the investment business AFX Capital Markets Ltd carries out under this Agreement. AFX Markets Ltd. will provide transmission service and AFX Capital Markets Ltd. will provide execution services to the Client on the basis that the Client is satisfied with the pricing policies and practices of both AFX Markets Ltd. and AFX Capital Markets Ltd and believes that AFX Capital Markets Ltd.’s pricing provides a fair treatment of the Client’s interests.
- 1.3 Clients will be informed in writing or on the STO UK website of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened.

### 2 Main Features of Individual Share CFDs

- 2.1 Share CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from

the movement in the underlying share whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access.

- 2.2 When trading Individual Share CFDs through AFX UK clients should be aware of the following events which may affect the individual share CFD price, can require an increase in exposure or require additional payments.

### 3 Stock split/Reverse Split

- 3.1 In case of corporate events such as a stock split (a process where shares of a company are devalued proportionally, cancelling the original shares resulting in each shareholder been giving a number of new shares in proportion to their original holdings) and/or reverse split (also known as a stock merge - a process by which a company cancels its shares and reissues a smaller number of proportional to that shareholder's original shares that are subsequently cancelled) on the instrument underlying the CFD agreement, AFX Capital Markets Ltd. will adjust positions accordingly on the event date for clients that have open positions.

### 4 Delisting from the main basket

- 4.1 Where the instrument underlying the CFD agreement is deleted from the reference basket or is subject to delisting, AFX Capital Markets Ltd will close all open positions at the closing price on the day of the reference date [date decided by the particular market/Board of that company]. The client is aware that neither AFX Capital Markets Ltd nor AFX Markets Ltd. can be held responsible for any possible loss deriving from the position closure and that AFX Capital Markets Ltd nor AFX Markets Ltd. are not required to provide notice of such delisting although we will make every attempt to do so.

## 5 Temporary suspension

- 5.1 The client is aware that the CFD Agreement can be temporarily suspended during the stock exchange day. In this case, the client will not be able to perform any operation or to issue new orders until the negotiation is reopened. In case the client manages to perform operations or issue orders even after suspension, AFX Capital Markets Ltd. reserves the right to withdraw such operations and cancel them returning the client to the position the account would have been in but for the error in allowing the opening of positions. The client is aware that neither AFX Capital Markets Ltd nor AFX Markets Ltd. can be held responsible for any possible loss caused by suspension or an error allowing positions to be opened during a suspension. 8
- 5.2 Clients may also be prevented from opening further short positions or have their short positions automatically closed if AFX Capital Markets Ltd is required by its regulators, AFX Markets Ltd. is required by our regulators or either are required by the underlying's market/exchange. 8.1

## 6 Daily Interest

- 6.1 Daily Interest (DI) is debited for long share CFD trades and credited for short share CFD trades, unless Euribor 3M<sup>□□</sup> is less than 2.5%, in which case short positions will also incur a debit. The amount is based on the number of shares held (Ns), the official closing price of the shares (Cp), Euribor 3M<sup>□□</sup> +/- [long position/short position] 2.5%\* and divided by a 360 day period. 8.3

$DI = Ns \times Cp \times \frac{\{Euribor\ 3M^{\square\square} + 2.5\%*\}}{360}$ <p>for Long Positions (Always debited from clients account)</p> <hr/> $DI = Ns \times Cp \times \frac{\{Euribor\ 3M^{\square\square} - 2.5\%*\}}{360}$ <p>for Short Positions (Either be credited/debited from client account)</p>
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## 7 Dividends

- 7.1 Whilst Individual Share CFDs do not provide the client with the right to vote or attend any shareholder meetings or involve any transfer or right in the individual share, AFX Capital Markets Ltd. does apply an adjustment to your account relating to the company's dividend payment. Clients that hold a long position (purchase) on the ex-dividend date (including the ex-date of any special dividend) 8.5

in the underlying stock market of the CFD Agreement, will receive on their trading account a payment equivalent to 85%\* of the amount of the dividend [the remainder is AFX Capital Markets Ltd. broker fee charge which AFX UK may receive a portion of] unless an Italian client has signed up to sostituto d'imposta, who will receive 80% (payment net of tax)\*. Clients that hold a short position (sell) will have the equivalent dividend (100%\*) debited from their trading account.

## Bonus Share Issue, Scrip or Rights Issue

For share CFDs, a cash adjustment may be made to the client's account to reflect the effect of a bonus share issue, scrip or other similar corporate actions affecting the underlying share or the position may be altered accordingly. This may result in Clients receiving funds or having funds debited on their accounts depending on the nature of the adjustment or the client's exposure to the underlying being altered.

Where a Rights issue is announced, a client has the opportunity to close the position before the ex-date (the point at which the Rights and Shares trade separately on the underlying market). It is important to note that during this period the market can experience volatility and therefore clients may be required to make additional margin payments at short notice. Where prices fall rapidly clients holding long positions may require additional funds to cover their position with little notice being provided.

Any client whether long or short who hold a position at close of trading the day prior to the ex-date, will have the right/obligation applied to the account (this may not be able to be seen in the trading platform] which will then materialise into positions automatically on the pay date [unless informed otherwise by AFX Capital Markets Ltd or AFX Markets Ltd. on a particular individual Rights Issue]. For example: A Client holds 10,000 CFDs (goes long) at price X in Company ABC. Company ABC announces a Rights issue (a capital increase) at a ratio of 1:1 at price Y. If the clients' position remains open at close of trade the day prior to the ex-date, we will add the rights/obligations to the account. The Client will have 10,000 CFDs at the initial price X and 10,000 at price Y though these will at this stage be locked so the client will not be able to close them, however a margin payment to cover the position will be needed. On the Pay Date AFX Capital Markets Ltd will close the positions and reopen an adjusted position the following day which will be 20,000 CFDs (goes long) at the adjusted price of  $X + Y / 2$  (as 1:1 ratio – the calculation will vary depending on the ratio applicable).

Any stop loss or take profits order may not be carried over to the new position and will need

to be manually re-entered by the client, however, it may still apply to the original position between the ex-date and the Pay Date. Pending market orders may not be carried over following a share going ex-rights.

- 8.6 **This procedure will also apply to clients holding a short position. This is an additional risk on this product and clients should ensure they understand the risks this creates prior to trading individual share CFDs. Clients will not be able to trade the Rights during the Rights Issue, close the Rights early or choose not to take up the rights unless AFX Capital Markets Ltd. chooses at its absolute discretion whether to allow such actions on an individual Rights Issue basis. The new trades will however, be added without a spread or commission.**
- 8.7 **Shares traded after a Rights Issue announcement but before the ex-rights date will include the rights issue, however, clients will not be able to open new short positions and those with open long positions will therefore not be able to hedge the position. Shares traded after the ex-Rights date but before the Pay Date do not include the accompanying rights issue**

- 8.8 For Share CFDs in a company which is under offer in a takeover situation, once the offer goes wholly unconditional, AFX Capital Markets Ltd. will treat the share CFD positions as if they have been assented (agreed to the takeover) unless otherwise instructed by AFX Capital Markets Ltd. Different prices may be

quoted for assented and non-assented stock where you open a short share CFD position, you may incur a "borrowing charge" which will be subtracted from the relevant applicable annual interest rate. You will only incur a borrowing charge if AFX Capital Markets Ltd. too incurs such a charge when it opens a hedging trade in respect of the same share in the underlying market; and AFX Capital Markets Ltd. through AFX Markets Ltd, will pass the charge onto you with no mark up.

- 8.9 Dealing hours will be published on our website and may be updated from time to time. Please ensure you check these hours regularly. AFX Markets Ltd. and AFX Capital Markets Ltd. reserve the absolute right to amend the terms of this Appendix at its absolute discretion.

- 8.10 AFX Capital Markets Ltd. reserves the absolute right to amend this figure on providing reasonable notice which will either be published on AFX UK's website, sent as an email to your registered email account, or as a message through you trading platform.

- 8.11 **AFX Capital Markets Ltd. reserves the absolute right to amend the reference rate either on providing reasonable notice which will either be published on AFX UK's website, sent as an email to your registered email account, or as a message through you trading platform or where such rate/timeframe no longer exists to amend to another reasonable timeframe/rate confirming such move as soon as practical by at least one the method(s) above.**

**Worked Example:** Shares trade at 323.5/323.6 of A Company, Client A goes long 5000 CFDs and Client B short 5,000 CFDs. An announcement of a 1:1 Rights Issue is made with the price set at 175.0 – both Clients do not close their positions before the close of trading the trading day prior to the shares going ex-Rights and then kept the positions open to the Pay Date.

Client A will now have 'bought' 5,000 CFDs at 323.6 and 5,000 CFDs at 175.0 resulting in a net position of 10,000 CFDs at 249.3  $[(323.6+175.0)/2]$

Client B will now have 'sold' 5,000 CFDs at 323.5 and 5,000 CFDs at 175.0 resulting in a net position of 10,000 CFDs at 249.25  $[(323.5+175.0)/2]$

If Client A and Client B had closed the initial positions between the ex-date and the pay date they would both simply have a position opened of 5,000 CFDs at 175.0 long and 5,000 CFDs at 175.0 short.



## Appendix B: Bond CFD Trading – Additional Terms & Conditions

Below are the latest CFD terms and conditions designed to incorporate the new Bond CFD products now offered through AFX UK. They supplement, but do not replace, the general trading contract terms and conditions. Where any terms and conditions in the two documents contradict each other, these terms will have preference. By trading Bond CFDs through AFX UK we will assume you agree to these amended terms and conditions.

### 1 What are Bonds?

- 1.1 Bonds are issued as debt in order to raise money, which investors buy in return for a promise that they will be paid back on a future date and will receive interest income at certain points during the duration known as the coupon. Whilst the Bond remains active –
- 1.2 i.e. the government has not paid back the money owed, the bond future has value and therefore is bought and sold in the second-hand bond market.

### 2 What are Bond CFDs?

- 2.1 Bond CFDs are based on the underlying Bond future contract; therefore, for example the June Italian BTP 10 Year will be based on the June Italian BTP 10 Year future contract.

### 3 Pricing

- 3.1 Bond CFDs are executed by AFX Capital Markets Ltd. AFX Capital Markets Ltd does not normally owe best execution duties to the Client as AFX Capital Markets Ltd deals with the Client “on quotes”, so it does not execute orders “on behalf” of the Client. When the Client wants to enter into a particular bond CFD contract with AFX Capital Markets Ltd. through AFX UK, it may decide whether or not to do so, based on the price quoted by AFX Capital Markets Ltd. for that contract. AFX Capital Markets Ltd. determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of AFX Capital Markets Ltd to the underlying instruments or futures contracts.
- 3.2 The Client realises and accepts that this pricing process involves conflicting interests of AFX Capital Markets Ltd. which are intrinsic in the investment business AFX

Capital Markets Ltd. carries out under this Agreement. AFX Markets Ltd. will provide transmission services and AFX Capital Markets Ltd. will provide execution services to the Client on the basis that the Client is satisfied with the pricing policies and practices of AFX Markets Ltd. and AFX Capital Markets Ltd. and believes that AFX Capital Markets Ltd.’s pricing provides a fair treatment of the Client’s interests.

- 3.3 Clients will be informed in writing or on the STO UK website of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened. AFX Capital Markets Ltd. reserves the right to alter rates and requirements including the Margin Percentage at any time. Please note Bond CFDs do not pay a coupon.
- 3.4

### 4 Main Features of Bond CFDs

- 4.1 Bond CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from the movement in the underlying government bond futures contracts whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access. AFX Capital Markets Ltd. bond CFDs give you exposure to changes in the value of bond futures prices but they are cash settled and cannot result in the right to receive funds from the issuer of the bond or the receipt of or requirement to sell any bond. The trading opportunity arises as the market price of the underlying bond future will vary over its life.
- 4.2 The contract is over-the-counter (i.e. off exchange) so there is no exchange trading fees and is quoted on a forward basis. The contracts are ‘rolled over’ to the equivalent Bond with the next expiry date in accordance with the Order Execution Policy. Client’s accounts are amended as appropriate so that Clients do not gain or lose out financially by this process with no fees attached. The Bond CFD is also commission and swap free – the only fees a client will pay are within the spread charged by AFX Capital Markets Ltd. AFX UK receives a rebate from this so you do not pay any additional costs than if you were trading with AFX Capital Markets Ltd. direct.

### 5 Expiration

- 5.1 Each contract has quarterly expiry dates in March, June, September and December. If you wish to continue your position you will not

need to do anything, as Bond CFDs are automatically rolled over in accordance with the Order Execution Policy. **Pending orders do not rollover on expiry and will need to be resubmitted manually by the Client.** We normally attempt to contact you shortly before a position is due to expire, however, we cannot undertake to do this in every case and it remains your responsibility to give instructions prior to rollover of that Bond CFD, if you so wish, to close the position prior to rollover.

- 5.2 When you trade in a currency other than the nominated account currency, your profit or loss will be initially in the trading currency then converted to your account currency at the then prevailing exchange rates as established by AFX Capital Markets Ltd. in its sole discretion.

## 6 Margins

- 6.1 AFX Capital Markets Ltd. operates variable margining depending on the client's exposure. This means the amount of margin required varies depending on the exposure of the Client and once exposure passes a limit the available leverage on all CFDs changes. Please see the Bonds Specification page for the current detailed margin rates/exposure limits. The available leverage currently ranges from 1:20 to 1:100 but can be subject to change therefore it is recommended the Client reviews the Bonds Specification page regularly. Margin requirements represent a percentage of the overall position value, and can also vary depending on which account type you hold and are subject to the Automatic Stop-Out Level.

## Appendix C - CFD Cryptocurrencies Additional Terms & Conditions

STO WARNS ITS CUSTOMERS AND THE VISITORS OF ITS WEBSITE THAT TRADING IN CRYPTOCURRENCIES REPRESENTS A VERY HIGH RISK TO YOUR INVESTED CAPITAL. CUSTOMERS CAN LOSE ALL OF THEIR INVESTED CAPITAL. TRADING IN CRYPTO CURRENCIES SHOULD ONLY BE UNDERTAKEN BY THOSE WITH SUBSTANTIAL TECHNICAL KNOWLEDGE AND EXPERIENCE TO BE ABLE TO UNDERSTAND THE RISKS INVOLVED IN TRADING CRYPTOCURRENCIES.

### 1 Cryptocurrencies:

- 1.1 STO offers its Clients, CFDs on Cryptocurrencies for trading on its Online Platforms. CFDs in general are high risk and complex financial instruments, which allow you to speculate on the price of an underlying asset. CFDs are offered with leverage, which means you only need to put down a small portion of the investment's total notional value, known as the 'margin', and the CFD provider loans you the rest. However leverage also magnifies the impact of price changes on both your profits and losses. This means you can lose money very rapidly. Therefore, leveraged trading can be risky as losses may exceed your initial outlay.
- 1.2 CFD Cryptocurrencies are types of decentralized digital or virtual currency, or asset which is not issued by any central bank, government or other issuer, in which encryption techniques are used to facilitate the generation of units of the currency, or asset and verify the transfer of units.
- 1.3 CFD Cryptocurrencies allow investors to speculate on a change in price of a cryptocurrency such as Bitcoin or Ethereum. CFD Cryptocurrencies can experience significant price volatility, which in combination with leverage, places you at risk of suffering significant losses. Cryptocurrency CFDs are an extremely high-risk, speculative investment. You should understand the risks involved and fully consider whether investing in CFD Cryptocurrency is appropriate for you. You should seek independent legal advice if you are in any doubt and before making any investment decisions.

### 2 Risk Appetite:

- 2.1 Recognising that investing in cryptocurrencies is high risk and speculative, you must be prepared to potentially lose your entire invested capital or deposits.

### 3 Trading Hours & Conditions:

- 3.1 In a fast moving or illiquid market, STO reserves the right to close a Cryptocurrency market entirely, make the market closing only or set the market to Buying or Selling only at any time without further notice.

### 4 Max open position:

- 4.1 Due to the volatile nature of Cryptocurrencies, STO reserves the right to limit client exposure to a Cryptocurrency market at any time without further notice.

### 5 Deposit protection:

- 5.1 All retail client funds are held in segregated client accounts, separate from the firm's own money in accordance with the FCA's client money rules. Accordingly deposits of customers of AFX Markets Ltd are protected and covered by the service under the Financial Services Compensation Scheme (FSCS) in the UK. This means that the FSCS in the UK will pay you compensation of your deposits up to a certain limit per customer, if the financial services firm enters into default and is unable to pay any claims against it. However, you should be aware that these protections will not compensate you for any losses from trading in CFD Cryptocurrencies. You should still be careful and consider whether these products are right for you.

### 6 Liability:

- 6.1 Clients by using the CFDs on Cryptocurrency Services offered by the Company, acknowledge and assume full liability for the risks related in trading CFDs on Cryptocurrencies, including but not limited to those set out in this document and the relevant information found on the Company's Website.

### 7 Complaints:

- 7.1 You should be aware that as Cryptocurrencies are not regulated under MiFID, it is possible that you would not be able to make a complaint to the Financials Services Ombudsman Service, where your complaint relates to trading in cryptocurrencies or financial losses incurred from trading in cryptocurrencies. Where your complaint does not relate to trading in cryptocurrencies or financial losses from trading Cryptocurrencies, you may make a complaint by contacting the compliance department of AFX Markets Ltd, trading as STO, or you may send an email to

[complianceuk@stofs.co.uk](mailto:complianceuk@stofs.co.uk). If you believe your complaint was not resolved satisfactorily by STO, you are entitled to submit any complaints/disputes against the Company to the Financial Ombudsman Service in the UK,, in case such complaints/disputes relate to your trading in these products.

## 8 Other Risks You Should be Aware Of:

### Exchange risk:

When trading CFDs where the underlying asset is a Cryptocurrency, you should be aware that the Cryptocurrencies are not recognised as Financial Instruments for the purposes of Markets in Financial Instruments Directive (MiFID). As cryptocurrencies are traded on non-regulated decentralized digital exchanges, accordingly the price formation and price movements of the Cryptocurrencies solely depend on the Internal rules of the particular digital exchange, which may be subject to change at any point in time without notice. This often leads to very high intra-day volatility in the prices of the cryptocurrencies, which may be substantially higher compared to financial instruments recognized and regulated under MiFID. Therefore, by trading CFDs in Cryptocurrencies you accept a significantly higher risk of loss of your invested capital, which may occur within a very short time frame as a result of sudden adverse price movements of the cryptocurrencies.

### 8.1 Regulatory risk:

Market and pricing data on the Cryptocurrencies are derived from the digital decentralized exchanges, which the Cryptocurrencies are traded on. Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and there may be changes at the relevant digital exchange's discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to STO. The above factors could result in material adverse effect on your open

positions, including the loss of all of your invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which STO derives its price feeds for the relevant Cryptocurrency, your positions in such Cryptocurrency will be priced at the last available price for the relevant Cryptocurrency, and you may be unable to close or liquidate your position or withdraw funds related to such positions until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumed at either the relevant digital exchange or any other successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant Cryptocurrencies can result in significant gains or losses. Where trading does not resume, you may lose all your entire investment capital. You agree and accept that you have been informed by STO and understand this particular risk, and that you shall take this risk into account when making investment decisions in respect to trading CFDS Cryptocurrencies.

### 8.2

#### Legal restrictions:

There is a risk that the purchase of CFD Cryptocurrencies could be prohibited under applicable securities laws of any jurisdiction at any point in time. It is possible that certain jurisdictions will apply existing laws or regulations on, or introduce new regulations addressing, cryptocurrency technology based applications, which may be contrary to the product structure and which may, inter alia, result in substantial modifications, including leading to potential losses. The decentralized digital exchanges may cease operations in a jurisdiction in the event that legal actions, or changes to law, make it illegal to operate in such jurisdiction and/or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions.

### 8.3

#### Cryptocurrency Pricing & Blockchain Forks:

CFD Cryptocurrency prices are derived from an underlying market exchange feed and the market-makers with which we trade. The decentralised ledger which records all Cryptocurrency transactions is the blockchain. If there is an instance where the software of different Cryptocurrency miners becomes misaligned, a split, or 'fork', in the blockchain may occur, resulting in the existence of two different blockchains.

In order to minimize disruption, Cryptocurrency users have historically quickly agreed which version to accept as valid and continue to use. Where this has happened the

old version of the blockchain has then been discontinued. When one version isn't discontinued this is known as a hard fork and STO will usually follow the blockchain that has the majority consensus of Cryptocurrency users. STO reserves the right to determine which blockchain has the majority consensus behind them.

If the hard fork results in a viable second cryptocurrency becoming available on exchanges and market-makers we have access to, then at our absolute discretion, we may create an equivalent position or cash adjustment on client accounts to reflect its value, however we will have no obligation to do so. When a hard fork occurs, there may be substantial price volatility during this period and STO can suspend trading at any time, without further notice, if we do not have reliable prices from the underlying

8.4

market or the market-makers we trade with.

**Cybercrime risk:**

The nature of Cryptocurrencies could lead to an increased risk of cybercrime such as fraud, cyber-attack, theft, hacking and unauthorised access which can be difficult to manage and mitigate. This can may mean that technological difficulties experienced by the Company may prevent the access to or use of the CFDs on Cryptocurrency Services. Any transactions in Cryptocurrencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If any form of cybercrime or technological difficulties occur you should be aware that you will not be protected by the Financial Services Ombudsman nor by the Financial Services Compensation Scheme.

## Appendix D- Use of Our Website(s) and Trading Platforms

- 1 We grant you a non-exclusive, non-transferable and limited personal non-sub licensable license to access view and use our website(s) and trading Platforms (the "License").
- 2 The License is conditioned on your continued compliance with the Terms of this Agreement. Upon any use of the trading Platforms, you acknowledge acceptance of these license Terms and the Terms of this Agreement and are entitled to apply for Access details to gain online access to our trading Platforms or Website, thereby being able to place orders for transactions on any Financial Instrument available from us.
- 3 You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and website(s) in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.
- 4 You agree to use the information received from our information systems for the sole purpose of executing transactions inside and within the website and/or platforms.
- 5 You further agree not to use any electronic communication feature of a service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- 6 You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on our website(s) and Trading Platforms are our property or our licensors property, and are protected by copyright laws, international treaties and provisions.
- 7 You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website. You will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.
- 8 You also agree not to copy, record, edit, alter or remove any of the materials on our website(s) and Trading Platforms. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our website(s) and Platforms.
- 9 Images and videos displayed on our website(s) and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.
- 10 Unless expressly stated otherwise, any surrendered materials and / or messages, including ideas, know-how, techniques, Marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.
- 11 Your agreement to the Terms of this Agreement shall be regarded as authorising us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes. Such use does not require additional approvals or review by you and will form part of our intellectual property.
- 12 In the event that you receive any data, information or software via an Electronic Trading Service or Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 13 You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or Software you use to access our trading Platform.