



# TERMS AND CONDITIONS

THESE TERMS (INCLUDING THE PROVISIONS SET OUT IN ANNEX 1) WILL GOVERN THE RELATIONSHIP BETWEEN ADS SECURITIES LONDON LIMITED (“ADSS”, “WE”, “US”, “OUR”, “OURS” AND “OURSELVES” AS APPROPRIATE) AND THE CUSTOMER (“YOU”, “YOUR”, “YOURS” AND “YOURSELF” AS APPROPRIATE). YOU SHOULD READ THESE TERMS AND THE RISK WARNINGS CAREFULLY PRIOR TO SUBMITTING YOUR ACCOUNT APPLICATION TO ADSS. IF YOU DO NOT UNDERSTAND ANYTHING IN THESE TERMS, YOU SHOULD CONTACT ADSS TO ASK FOR FURTHER INFORMATION OR SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE YOU OPEN AN ACCOUNT, PLACE ANY ORDER OR ENTER INTO A TRANSACTION WITH ADSS.

ADSS IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (THE “FCA”). THE FCA'S REGISTERED OFFICE ADDRESS IS 12 ENDEAVOUR SQUARE, LONDON E20 1JN. OUR FCA FIRM NUMBER IS 577453 AND OUR PRINCIPAL PLACE OF BUSINESS IS 9TH FLOOR, 125 OLD BROAD STREET, LONDON, UNITED KINGDOM, EC2N 1AR. ADSS IS REQUIRED TO CONDUCT ITS BUSINESS AND DEALINGS WITH YOU AND TO COMMUNICATE WITH YOU IN ACCORDANCE WITH APPLICABLE LAW, WHICH INCLUDES, WITHOUT LIMITATION, THE RULES SET OUT IN THE FCA HANDBOOK.

YOU SHOULD NOT SUBMIT AN APPLICATION FOR OPENING A MARGIN TRADING ACCOUNT IF YOU ARE UNSURE AS TO THE EFFECTS OF THESE TERMS OR THE NATURE OF THE RISK INVOLVED. ONCE YOU SUBMIT AN APPLICATION FOR OPENING A MARGIN TRADING ACCOUNT TO ADSS, YOUR RELATIONSHIP WITH ADSS WILL BE GOVERNED BY THESE TERMS.

Contracts for difference (“CFDs”) and spread bets are complex instruments and come with a high risk of losing money rapidly due to leverage.

**The percentage of retail investor accounts losing money when trading CFDs and spread bets with us is set out in our Risk Warning and available on our Website.**

You should consider whether you understand how CFDs and spread bets work, and whether you can afford to take the high risk of losing your money.

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## 1 The Terms, Client Classification and Defined Terms

- 1.1 These Terms represent all of the terms agreed between us regarding the provision of investment services (which includes execution-only trading services) (the “**Services**”) by us to you. The Terms supersede any earlier agreement between us regarding the same investment services. ADSS reserves the right from time to time, to amend, vary or supplement these Terms by giving notice in writing to you, by providing notification on our Website, or by any other method deemed appropriate by ADSS. Any amendment, variation or modification shall take effect from the date specified in such notice. The current version of these Terms are always available for you to access online via ADSS’ Website.
- 1.2 We have categorised and shall treat you as a Retail Client for the purposes of the FCA Rules, subject to the following:
- (a) we shall categorise and treat you as either a Professional Client or an Eligible Counterparty if you are eligible to be categorised as a Professional Client or an Eligible Counterparty (as the case may be) and we notify you that we have categorised you as such; or
  - (b) you may request a different client categorisation from the one we have allocated to you, but please be aware that such request is subject to acceptance by ADSS in its sole discretion. If you do request a different categorisation and we agree to such request, ADSS would no longer be required by Applicable Law to provide certain protections granted to Retail Clients.
- 1.3 If we categorise you as a Professional Client, the relevant protections that are applicable to Retail Clients that we would no longer be required to provide pursuant to Applicable Law include, but are not limited to, obligations:
- (a) to provide you with information relating to the costs and associated charges of providing Services to you;
  - (b) to provide you with more detailed and timely information about us and the Services we provide to you;
  - (c) to prioritise overall price over other execution factors when determining whether we have achieved best execution in respect of your orders;
  - (d) to inform you of any material difficulty relevant to carrying out your orders;
  - (e) to not enter into title-transfer collateral arrangements with you; and
  - (f) to not assume that you have the necessary experience and knowledge to understand the risks involved with respect to a particular investment service or transaction.
- 1.4 If we categorise you as an Eligible Counterparty, in addition to the protections listed in Clause 1.3, the relevant protections that we would no longer be required to provide pursuant to Applicable Law include, but are not limited to, obligations:
- (a) to act in accordance with your best interests;
  - (b) that restrict the payment or receipt by us of inducements;
  - (c) to achieve best execution in respect of your orders;
  - (d) to execute orders subject to other constraints as regards to timing and handling relative to our other clients’ orders; and
  - (e) to ensure that information the we provide to you is fair, clear and not misleading.
- 1.5 In the Terms, certain capitalised words and expressions have the meanings set out in Clause 47.

## 2 Effective Date

These Terms shall come into effect on the date we open your Account, and, for any new versions notified to you pursuant to Clause 35 thereafter, on the date we notify you of such new version. These Terms shall continue until they are terminated in accordance with Clause 36.

## 3 Subject to Applicable Law

- 3.1 These Terms, the provision of Services by us and all Transactions are subject to Applicable Law, which means that:
- (a) we may take or not take any action as we consider appropriate to ensure compliance with Applicable Law and any such action or inaction shall be binding on you; and
  - (b) any provision of these Terms and/or our obligation to provide Services which is inconsistent with Applicable Law shall not apply to the extent of the inconsistency.
- 3.2 ADSS, and any of its directors, officers, employees or agents, will not be liable for any action that ADSS takes or does not take for the purpose of compliance with Applicable Law.

## 4 Products and Services

- 4.1 As part of the Services, we may provide you with execution-only trading services and enter into Transactions with or for you in the following instruments (collectively, “**Instruments**”):
- (a) spot bullion and currencies;

- (b) contracts for difference and spread bets where the underlying instruments are commodities, indices, currencies, equities and base metals, precious metals or other assets as we may offer from time to time (collectively, "Contracts for Difference");
  - (c) other types of over the counter or exchange traded derivatives; and
  - (d) such other instruments as we may offer from time to time.
- 4.2 Except as provided elsewhere in these Terms:
- (i) there are no restrictions on the types of investment in which you wish to invest or the markets on which you wish Transactions to be executed; and
  - (ii) we will assume that you do not intend any investment objectives, restrictions or limits to apply to your Account, unless you notify us otherwise in writing and we confirm our acceptance in writing.
- 4.3 Trading in Restricted Speculative Investments, including Contracts for Difference, is subject to the restrictions on marketing, distribution and sale of Restricted Speculative Investments set out in the FCA Rules. As such, the Services that we provide to you (depending on what client classification we have assigned to you and the types of Transaction that you enter into) may be subject to mandatory protections, limitations and/or requirements, including:
- (a) prohibitions on the types of Instruments that may be the subject of a Transaction;
  - (b) impositions of restrictions on the maximum amount of leverage that we are able to offer you in respect of a particular Instrument;
  - (c) requirements for us to mandatorily terminate certain of your Transactions where the equity in your trading account falls below a certain level; and
  - (d) protection against your Account balance falling below zero.
- 4.4 ADSS shall determine, at its sole discretion, whether to accept an applicant as a client. You agree that, even though you and we have entered into these Terms, we may refrain from providing any of the Services:
- (a) until all of our internal procedures for establishing accounts have been completed and the necessary internal approvals have been obtained; or
  - (b) if you are in breach of any of your obligations as set out in these Terms or any other agreement you may have entered into with ADSS or any other member of the ADSS Group.
- 4.5 We may provide you with services through, or on behalf of ADSS or any member of the ADSS Group. You also authorise us to use the services of third parties in our provision of such services without your further consent and on such terms as we may determine.

## 5 Execution and Dealing

- 5.1 We shall deal with you on an execution-only basis. By "**execution-only**" we mean us buying or selling an investment on your behalf where we do not advise you on the merits or the suitability of the transaction for you. We will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular Instruments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such Instruments or Transactions. Where we have provided you with an explanation of the terms of a Transaction or its performance characteristics, such explanation does not itself amount to advice on the merits of the Transaction and has been provided solely to enable you to make your own investment or trading decisions. We make no representation as to the accuracy or completeness of such information and shall not be liable in any way for it.
- 5.2 When we execute an Order on your behalf we will act in accordance with our Order Execution Policy as may be amended from time to time. Our Order Execution Policy is reviewed not less than annually and also whenever a material change occurs that affects our ability to continue to provide best execution. A summary of our current Order Execution Policy and the Order Execution Policy itself have been provided to you as part of your Account opening application and these documents are also available on our Website.
- 5.3 You consent to us executing Orders outside a trading venue in accordance with our Order Execution Policy.
- 5.4 In relation to any Transaction, we will effect such Transaction as Principal unless it is expressly agreed that we will act as agent for you with respect to a certain Transaction or service within these Terms or otherwise.
- 5.5 You shall, unless otherwise agreed in writing, enter into Transactions as Principal and be responsible for performing all obligations under these Terms (including under any Transaction). If you act as agent, regardless of whether you have identified the principal to us, we shall not be obliged to accept the said principal as a customer or client, and consequently, you agree that we shall be entitled to consider you as Principal in relation to any Transaction. For the purposes of the FCA Rules, we shall treat only you, and not anyone else, as our client.

## 6 Incidental Services – Research and Education

- 6.1 We may, from time to time, provide you, and other clients who receive an execution-only service, with general trading information, market commentary, marketing communications containing non-independent research, or other data, facts or information. We will not provide you with information that may amount to investment research unless we are permitted to do so in accordance with the FCA Rules and will continuously assess that our market commentary does not amount to investment research to ensure we comply with Applicable Law. These services are incidental to our relationship with you to enable you

to make independent investment decisions and such information is not tailored to your individual circumstances and is not a personal recommendation.

6.2 You acknowledge and agree that:

- (a) we do not advise on the merits or demerits of a particular Transaction or its taxation consequences and make no representation, warranty or guarantee as to the accuracy or completeness of any market or other information furnished to you or as to the legal, tax or accountancy consequences of your Transaction;
- (b) the information is being provided as general market commentary or compilation of market information and therefore is considered to be a marketing communication. It may reflect the opinion of the person generating such information; however, it does not reflect our opinion and is not intended to constitute an offer or solicitation from us to you or to any of our clients;
- (c) the information is not intended to amount to a general or personal recommendation or advice;
- (d) any market or other information communicated to you by us is wholly incidental to the conduct of our business and to your dealing relationship with us and is provided solely by us as a courtesy to you in order for you to make your own investment decisions and is not intended to constitute personal recommendations or advice by us to you;
- (e) we will not always verify the information, non-independent research or market commentary;
- (f) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, will not pass it on contrary to that restriction;
- (g) you are solely responsible for making the decision whether to effect any Transactions, including the timing, quantity and price of such Transactions; and
- (h) where you have taken the information provided by us into consideration when making your investment decisions, you have not relied on such information exclusively but have conducted your own independent research and made your decision as to the suitability of any Transaction to your investment objectives and financial situation without placing reliance on the information provided by us.

If you are relying on the information provided by us when making your investment decisions, we highly recommend that you seek independent advice as to the suitability of such information to your investment objectives and financial situation before making any investment decision.

- 6.3 We may, from time to time, also provide you, and other clients who receive an execution-only service, with educational tutorials on trading our products and services and on using the various Systems which we make available to you. These activities are incidental to our relationship with you and are provided solely to assist you in understanding the markets and risks associated with investment and to provide you with a general understanding of the functionalities of the Systems.

## 7 Changes to our Services

- 7.1 We may, with prior written notice to you, cease to offer some or all Services and/or remove some or all Instruments that we offer. We may from time to time, with prior written notice to you, discontinue or deactivate a System or novate your Account from one System to another System (the "New System") if, in our reasonable opinion, the New System would provide you with similar, additional or more competitive products and services including, pricing and execution facilities, fees, commissions and spread.
- 7.2 Your failure to cancel any Orders and/or close any Open Positions in respect of such affected product or service before the time specified in our notice will result in ADSS cancelling all Orders and closing all Open Positions in respect of the affected service or any Instrument or product at the time and, if applicable, in accordance with the manner specified in the notice or the last price available on the date the product or service ceases to be offered.

## 8 Account Opening

- 8.1 An Account must be opened prior to submitting any Order or entering into any Transaction. No Orders can be placed until an Account has been opened and the appropriate amount of cleared funds have been received and credited into the Account. We may, at our sole and absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, promptly following your application.
- 8.2 When we receive your completed application form, we may use your information to conduct any further enquiries about you as we (in our sole discretion) determine are necessary or appropriate in the circumstances, including identity checks. You will need to co-operate with us and supply any information that we request promptly.
- 8.3 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you agree that we may:
- (a) make periodic searches and enquiries about you at credit reference agencies, and your employers, if applicable;
  - (b) disclose information to organisations involved in fraud or money laundering prevention; and
  - (c) obtain information from and disclose information to other investment firms which deal 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.
- 8.4 Any limits for your Account (including any Margin Requirement and leverage) will be set and varied from time to time with regard to Applicable Law, your credit status and, where applicable, the amount of funds deposited by you with us and we may, in our sole and absolute discretion apply a limit to:

- (a) the size of any Transaction or series of Transactions that you may enter into; and
  - (b) the amount of any loss or liability to which you may be exposed; although we will notify you of any such limits applied.
- 8.5 Applicable Law sets out limits on leverage for opening of positions in Restricted Speculative Investments by Retail Clients. These limitations are set out more fully in Clause 17.
- 8.6 For Professional Clients, account limits do not limit or represent your maximum liability for Losses to us. For information on limits of Losses applicable to Retail Clients see Clause 18.4.
- 8.7 We consider an Account to be dormant when there have been no Open Positions on the Account for a period of at least 12 consecutive months (but we may vary this time period by posting such changes on our Website in accordance with Clause 35). We may deactivate your Account if it has been dormant. Further details for dormant or inactive accounts can be obtained on our Website or by contacting ADSS's Client Services Team by email at the address given on our Website. Where reasonably practicable we may give you advance notice of any deactivation but this may not always be possible and/or practical. In the event you receive a notice of pending Account deactivation or your Account has been deactivated without you receiving notice and you wish it to remain active or be reactivated, please contact ADSS's Client Services Team by email at the address given on our Website.

## 9 Access and Use of the System and/or Secure Access Website

- 9.1 We will provide you with one or more unique usernames, passwords and/or other devices necessary to enable you to access the online or electronic service ("**Authenticators**") which will grant you secure access to use the System and/or a Secure Access Website. You will need to provide the Authenticators each time you wish to use the System and/or Secure Access Website.
- 9.2 In relation to the Authenticators, you acknowledge and undertake that:
- (a) you will keep Authenticators confidential and will ensure that Authenticators are used exclusively by you, your Attorney or your Account Manager. You will use adequate security procedures to ensure the security of the Authenticators and to prevent unauthorised access to and use of the Services;
  - (b) you assume full responsibility for any and all use, unauthorised use or misuse of the service by you, or persons authorised by you, or by any other person using your Authenticators, and you acknowledge and agree that any breach by such person of any of your obligations hereunder shall constitute a breach of such obligations by you;
  - (c) other than with our prior written consent, you will not disclose your Authenticators to persons other than to your Attorney or Account Manager for any purpose whatsoever;
  - (d) you will immediately notify us if you become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or of any unauthorised use of your Authenticators; and
  - (e) we may rely on all Orders and other communications entered using the Authenticators and you agree to be bound by any message or instruction effected via the service (including, without limitation, the execution of Transactions and/or the instruction to change your Authenticators) through the use of your Authenticators, regardless of whether or not the person communicating such message or instruction was properly authorised by you, except where such person's possession of your Authenticators was due to our negligence or wilful misconduct.
- 9.3 If we have reasonable grounds to believe that unauthorised persons are using your Authenticators without your knowledge, we may, without prior notice, suspend your rights to use the System and/or Secure Access Website.
- 9.4 You agree that it is your responsibility to provide, at your own expense, all equipment necessary for you to access and use the service, including, but not limited to, computers, computer systems, servers, peripheral equipment, operating systems, applications, communications software, internet access, telecommunications equipment and other equipment and software including any updates thereof. You are solely responsible for any losses, damages, or costs incurred as a result of errors made by, or the failure of, such equipment that you use to access the service.
- 9.5 Access to the System or Secure Access Website is provided "as is". We make no warranties, express or implied representations or guarantees as to the quality and/or fitness for any particular purpose or otherwise with respect to the System or Secure Access Website, their content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with either the System or Secure Access Website. These difficulties could involve, among others, failures, delays, or malfunctions, which may cause Orders not to be transmitted, received or executed as a result of such disruption, failure or malfunction, software erosion or hardware damage, which could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to problems in placing Orders or Transactions and/or data loss. If you are unable to place an Order through the System, you should contact our Client Services Team to place an Order on the telephone.

## 10 Trading with Us

- 10.1 Unless we inform you that any or all Instructions can only be given in a particular way, you may give us your Orders or other Instructions via the System or orally, by telephone, to our Client Services Team. We may (in our absolute discretion) agree to accept Instructions from you or allow you to place Orders with us via third party electronic services, such as real-time electronic messaging services ("Third Party Electronic Services").

10.2 The following terms apply when trading with or through us:

- (a) Instructions sent via the System, given by telephone or given by Third Party Electronic Services shall only be deemed to have been received and shall only then constitute a valid Instruction when such Instruction has been recorded by us and confirmed by us to you through the System or (where applicable) the relevant Third Party Electronic Service;
- (b) if any Instructions are received by us by telephone, computer, Third Party Electronic Services or other medium, we may ask you to confirm such Instructions in writing. We shall be authorised to follow Instructions notwithstanding your failure to confirm them in writing;
- (c) in relation to electronic communications (including Third Party Electronic Services), please note that the internet and other electronic communications may not be secure, reliable or timely. You acknowledge that any Instructions sent by you through the internet or other electronic means may be intercepted, copied, adapted or imitated by third parties and that no order of priority is accorded to different types of electronic communication Instructions that ADSS receives from you;
- (d) you may only place Instructions via the System or by telephone or Third Party Electronic Services during our normal trading hours, details of which are available on our Website. We will only quote prices and accept Instructions during those hours. Where, in our reasonable opinion, a public holiday in any jurisdiction affects the relevant market, we shall not be obliged to quote prices or accept Instructions in respect of any Instrument or Transaction related to that market. We shall endeavour to inform you of any limited hours of trading on our Website;
- (e) Instructions shall be given in such form as ADSS and you shall from time to time agree; and
- (f) if you request us to cancel your Instructions, we shall only be able to do so if we have not already acted on those Instructions. Instructions may only be withdrawn or amended by you with our consent.

10.3 You authorise us (and, where applicable, any member of the ADSS Group) to rely on Instructions given to us and to act for you upon Instructions given or purporting to be given to us by you or any person authorised on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Instructions.

10.4 Where your employees are entering into Transactions with ADSS on your behalf, it is your responsibility to ensure that such employees have the authority to do so. ADSS will trade with you via your employees on the basis of their apparent authority and ADSS shall be under no obligation to monitor whether a particular employee is duly authorised.

10.5 An Order shall not constitute a binding Transaction between you and ADSS unless accepted and executed by us.

10.6 We may, at our sole and absolute discretion, refuse to accept or act upon any Instruction from you. Circumstances where we may refuse to accept or act upon an Instruction include, but shall not be limited to, where we reasonably believe that to accept or act upon such Instruction may:

- (a) result in you breaching any trading or position limits that we have applied to your Account;
- (b) involve us or you being in a breach of any legal and/or regulatory requirements;
- (c) be unreasonably or significantly impracticable for us; or
- (d) run the risk of us suffering financial loss or reputational damage.

We will try to advise you promptly if such circumstances arise; however, we are under no obligation to provide you with our reasons for not acting on your Instructions.

You may cancel any Instructions previously given to us provided that we have not acted upon your Instructions. Acceptance of an Instruction does not constitute any agreement or representation that we will execute that Instruction. We will not be liable to you in any way if we refuse to follow your Instructions.

If there is an ambiguity in any Instruction given by you or where an Instruction is in conflict with another Instruction, we will be entitled to act in good faith on what we reasonably believe the Instruction to be and our action or inaction will be binding on you.

10.7 We have the right (but not the obligation) to set limits and/or parameters to control your ability to place Orders or other Instructions and hold Open Positions at our sole and absolute discretion. Such limits and/or parameters may be amended by us at our sole and absolute discretion and may include (without limitation):

- (a) controls over maximum Order amounts and sizes;
- (b) controls over our total exposure to you;
- (c) controls over prices at which Orders may be submitted (which include, without limitation, controls over Orders which are at a price which differs greatly from the market price at the time the Order is submitted);
- (d) controls over the System (which include, without limitation, any verification procedures intended to ensure that any particular Instruction or Instructions has come from you); or
- (e) any other limits, parameters or controls which may be required to be implemented in accordance with Applicable Law.

Where possible we will notify such amendments to you in advance of such amendments becoming effective.

10.8 Applicable Law sets out limits on leverage for opening of positions in Restricted Speculative Investments by Retail Clients. These limits vary according to the volatility of the underlying asset which is the subject of the Restricted Speculative Investment. Applicable Law also requires that any Margin that is posted by you in respect of a Transaction in a Restricted Speculative Investment must be in the form of money (and not any other type of asset).

- 10.9 Provided that we agree to your use of any Third Party Electronic Service, such use shall be subject to the following additional conditions:
- (a) it is your sole responsibility to understand and evaluate the functionality of any such Third Party Electronic Service before agreeing to download or access them or enter into Transactions with us using any Third Party Electronic Services;
  - (b) we do not control, endorse, vouch for or make any representation or give any warranty in relation to the accuracy or completeness of any Third Party Electronic Services or their suitability to you;
  - (c) you accept that the price data displayed in any such Third Party Electronic Services may be delayed and that we do not guarantee the accuracy or completeness of the data, either current or historical, and that we do not guarantee that the service will be uninterrupted. Furthermore you acknowledge and agree that in the event of any discrepancy between the data (pricing or otherwise) in the Third Party Electronic Service and our System, the data in our System will prevail;
  - (d) you use any Third Party Electronic Services at your own risk. In no event will we be held liable for any claim, damages or other liability, including loss of funds, indirect losses (such as loss of profits), data or service interruptions, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the use, operation, performance and/or error or malfunction of any Third Party Electronic Service and/or any services provided by any Third Party Electronic Service provider other than as a result of our fraud, wilful default or negligence; and
  - (e) any other reasonable conditions we place on the use of such Third Party Electronic Service.

## 11 Extraordinary Events, Voting Rights and Hedging Contracts

- 11.1 If an Extraordinary Event occurs (in the discretion of ADSS) with respect to a security that is underlying (directly or indirectly, in whole or in part) an Instrument (such security, an "Affected Security"), ADSS may determine (in its sole and absolute discretion, in accordance with market practice and as far as practicable) the appropriate amendments to be made to the affected Transactions (and/or to the level of any Order) in order to account for the effects of such Extraordinary Event.
- 11.2 Any such amendments will be effective from the date determined by us which, for the avoidance of doubt, may be retrospective. Any amendments will be conclusive and binding on you and we will inform you of the amendments as soon as reasonably practicable.
- 11.3 If ADSS determines that it is not reasonably possible or practicable to make such amendments to a Transaction, ADSS may close out the affected Transactions and may decline to accept any Orders relating to Instruments for which the Affected Security is an underlying asset.
- 11.4 If ADSS closes out a Transaction following an Extraordinary Event, ADSS will determine the closing level of the Affected Security for the purposes of determining the Liquidation Amount for the relevant Transaction that is based on our fair and reasonable assessment of the value of Affected Security. Such closing level may be zero, and this will generally be the case following a Delisting Event or an Insolvency Event.
- 11.5 For the purposes of this Clause 11:

**"Adjustment Event"** means, with respect to a security that is underlying an Instrument, the occurrence of any event that may have, in the determination of ADSS, a diluting or concentrative effect on the theoretical value of that security including, without being limited to:

- (a) a subdivision, consolidation or reclassification, a split, a buy-back, a cancellation, a free distribution of securities to existing holders by way of a bonus, capitalisation or similar issue;
- (b) the declaration of a dividend or other distribution (in cash or otherwise);
- (c) a distribution to existing holders of that security of additional securities or other securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally or in priority with such payments to holders of such securities, rights or warrants granting the right to a distribution of such securities or to purchase, subscribe or receive securities, in any case for payment (in cash or otherwise) at less than the prevailing market price/value per security as determined by us; and
- (d) any other event in respect of the security underlying the Instrument analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value/price of the security underlying the Instrument, whether temporary or otherwise;

**"Delisting Event"** means, with respect to a security that is underlying an Instrument, an exchange announces that such security has ceased (or will cease) to be listed, quoted or trading on that exchange and are not listed, quoted or traded on any other exchange and such securities are not immediately re-listed, re-traded or re-quoted on any other exchange;

**"Extraordinary Event"** means an Adjustment Event, a Delisting Event, an Insolvency Event, a Suspension Event or a Merger Event;

**"Insolvency Event"** means, with respect to a security that is underlying an Instrument, the issuer of such securities institutes or has instituted against it any voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up procedure or any procedure analogous to the foregoing;

**"Merger Event"** means, with respect to a security that is underlying an Instrument, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10% and up to and including 100% of that underlying security, as determined by ADSS, based upon the making of filings with governmental or self-regulatory agencies or such other information as ADSS considers relevant; and

**"Suspension Event"** means, with respect to a security that is underlying an Instrument, trading in that security has been suspended on one or more exchanges on which those securities are listed, quoted or traded on.

- 11.6 Where you enter into a CFD or any other kind of derivative product with us that has a security as its underlying asset, you acknowledge that you do not have title to or any ownership interest in the underlying security and, for the avoidance of doubt, you will not have any the benefit of any voting rights with respect to that security.
- 11.7 When carrying out transactions with you, you will enter into a contract with us (the "Client Contract") and we may enter into a contract with or through a third party with a view to hedging, either wholly or partly, our risks with respect to the Client Contract (the "Hedging Contract"). If a third party to the relevant Hedging Contract requires any alteration in the terms of any Hedging Contract (including the assets subject to it), we may take all actions as may, in our absolute discretion, be desirable to comply with those requirements or as a result of them or to avoid or mitigate our loss and all such actions will be binding on you and such alterations deemed incorporated into the corresponding Client Contract. Without prejudice to the foregoing, we may take such action in relation to a Client Contract, including cancelling or modifying our obligations under it, as may be necessary to avoid any loss on our part resulting from a third party to perform the corresponding Hedging Contract as initially envisaged or at all.

## 12 Pricing

- 12.1 We will, from time to time, provide you with quotes via the System or over the telephone. Such quotes provided to you are indicative which are provided for information purposes only and do not constitute an offer to buy or sell any Instrument at that price. Where you place an Order following an indicative quote, we will consider that you are placing an Order at our then offered rate and such rate may differ from the indicative quote provided by us. In certain circumstances, the price at which an Order may be executed may be less favourable to you than the price displayed on our System and/or provided by our client management team when you place the Order (for instance, due to market movements between the time you submit your Order and the time our System and/or our client management team executes your Order).
- 12.2 Our proprietary prices are electronically generated by our System, and such prices and settlement prices may be different to prices published or generated by trading venues, other markets, execution venues or liquidity providers. Prices quoted by us are derived by reference to the real-time price of the underlying market which is sourced from an exchange, a liquidity provider or other third party price providers that we have selected at our discretion. We will, in our sole and absolute discretion, determine the pricing and price feed that we provide to you. Further, we reserve the right to modify the offered pricing and spread offered at any time.
- 12.3 You acknowledge and understand that Transactions are not traded on a physical exchange or any trading venue and that we shall be party to all Transactions as Principal. Furthermore, Transactions are not physically settled.
- 12.4 It is important for you to note that the execution of Orders will vary depending on the System which you are using for your trading activities. We highly recommend that you refer to our Order Execution Policy, which is available on our Website, before you begin your trading activities and subsequently on a regular basis.
- 12.5 For the avoidance of doubt, our third party price providers are not responsible for and have not participated in the determination of our prices and they exclude all warranties, undertakings or representations (either express or implied) relating to your use of our System or our Website. Without limiting the foregoing, in no event whatsoever shall our third party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

## 13 Trading Confirmations and Account Statements

- 13.1 We will provide you with daily Account Statements in electronic form through the System and/or Secure Access Website (where available). Such daily Account Statements will include confirmations of the execution of any Order and resulting Transactions (including ticket numbers), your end of day trading balance and the profits and losses in your Account (realised and unrealised). You should check any daily Account Statement carefully. Daily Account Statements will be made available to you not later than one day following execution of an Order. You may at any time request information on the status of your orders.
- 13.2 We reserve the right to modify the format and content of Account Statements from time to time where it is in line with Applicable Law. Please check these daily Account Statements carefully.
- 13.3 We will also provide you with periodic reports concerning the content and value of your Account as often as is required by Applicable Law or as otherwise agreed by us. You can also generate daily, monthly and yearly reports of your Account through the System and/or Secure Access Website (where available). Further, you may request receipt of Account Statements in hard copy or via email at any time by submitting a written request to ADSS's Client Services Team.
- 13.4 You understand and agree that we will generally not send you monthly Account Statements but if we may do so they are only for information purposes. For this reason, it is your responsibility to generate your own Account Statement. We highly recommend that you regularly consult your Account Statement, ideally every day but at least on a monthly basis on the first day of each month, in order to keep apprised of the trading activities in your Account.
- 13.5 Account Statements shall, in the absence of Error, Abusive Trading Strategies or grossly obvious inaccuracies, be conclusive and legally binding on you, unless we receive from you an objection in writing within 24 hours of the Account Statements becoming available. If we have notified you of any such error we shall issue a revised Account Statement and the revised Account Statement shall be conclusive and binding on you, unless we receive your objection in writing within 24 hours of dispatching the revised Account Statement to you. Communications mailed, electronically transmitted or otherwise sent to you at the address specified in our records will be deemed to have been received by you in accordance with the notice provisions at Clause 38.



- 13.6 Written objections shall be directed to ADSS's Client Services Team by email at the address given on our Website or by mail at 9th Floor, 125 Old Broad Street, London, United Kingdom, EC2N 1AR and shall be deemed received in accordance with the notice provisions at Clause 38.

## 14 Fees and Charges, and Other Costs

- 14.1 We will generally be remunerated for providing you with our services by entering into Transactions at prices which include a mark-up, mark-down, a commission and/or a bid/ask spread. Fees will generally be applied to your Account on a per trade basis but may also be applied on any other basis that we determine from time to time. You understand that such fees vary on a daily and continuous basis, depending on many factors, including market conditions, the type of transaction in question, availability of instruments in the market etc. You acknowledge that our mark-ups, mark-downs, commissions and bid/ask spreads can widen significantly in some circumstances, that they may not be the same size as in the Schedule of Charges and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the mark-ups, mark-downs, commissions and bid/ask spreads may be larger or smaller than when the Transaction was opened. For Transactions transacted when the underlying market is closed or in respect of Transactions where there is no underlying market, the figures that we quote will reflect what we believe the market price in an Instrument is at that time. You acknowledge that such figures will be set by us at our reasonable discretion and in accordance with our Order Execution Policy.
- 14.2 Our (minimum) mark-ups, mark-downs, commissions and bid/ask spreads are disclosed in each relevant Schedule of Charges that is posted on our Website. Which Schedule of Charges applies to your Account depends on whether you have a standard account or a standard spread betting account. Each Schedule of Charges is updated regularly, which may be via posting a new Schedule of Charges on our Website. If you do not agree with our changed fees you are entitled to terminate your relationship with us.
- 14.3 We may also charge you for costs and expenses incurred by us in providing the services such as costs and charges for incidental banking-related fees such as wire charges for deposits/withdrawals and returned cheque fees and inactivity fees as well as any telephone order fees, transfer fees, registration costs, taxes and other similar costs and Transaction-related expenses, which may include additional expenses attributed by the ADSS Group to the execution of Transactions for your Account and fees arising out of Transactions in your Account. We shall provide you with a list of such costs and expenses upon your request.
- 14.4 All Open Positions which remain open after close of business each day may be subject to a rollover or swap rate. All Open Positions will be rolled over by debiting or crediting your Account in accordance with the daily rollover rates which are provided to us by our liquidity providers and may include a mark-up or mark-down. CFD rollover times, rates and swap rates vary based on the product and trading platform and are available on our Website, FX rollover times, rates and swap rates are available upon request. You understand that rollover times, rates and swap rates vary on a daily and continuous basis, depending on many factors, including market conditions.
- 14.5 When funding an Account by Card, the following terms and conditions will apply:
- (a) we are not responsible for any fees or charges charged by your Card provider or the issuing bank;
  - (b) any payments made to us using a Card will be credited to your Account net of such Card charges. Similarly, any refund made by us from your Account to your Card will be also be net of any Card charges. Further, unless otherwise agreed by us, any payments made into your Account by Card may not be subsequently withdrawn by cash, wire, cheque or other means and may only be returned to the Card. Accordingly, we will only accept requests to withdraw profits from the Account;
  - (c) You agree to be held liable both for any fraudulent Card transactions and for any purchases which are used to fund your Account or used as Margin for your Account. Further, you acknowledge that we may take action against you in order to collect any fraudulent funds which are used to fund your Account or used as Margin for your Account.
- 14.6 Where you have appointed an Account Manager in accordance with a separate Account Management Agreement, we may, subject to Applicable Law, apply to your Account management charges, performance fees and any other fees or charges as agreed between you and your Account Manager from time to time in connection with your trading activities.
- 14.7 Independent of the above Clauses, we will be entitled to demand that you pay on 30 calendar days' prior written notice any of our reasonable expenses caused by your non-performance of your obligations under these Terms, including a fee reasonably determined by us in relation to forwarding of reminders and legal assistance.
- 14.8 Where we have or have had an on-going relationship with you during the year we will provide you with an annual summary of the fees and expenses that you have incurred as part of the annual statement that we provide to you. You may request a breakdown of the costs or charges applicable to you at any time. Where any part of the total fees and expenses is to be paid in or represents an amount of foreign currency we will provide an indication of the currency involved and the applicable currency conversion rates and costs.

## 15 Operating your Account: Base Currency, Deposits, Payments and Withdrawals

- 15.1 You agree to comply with the following when making payments to us under these Terms:
- (a) all payments to us (including deposits) are to be made in immediately available funds and to such account as is designated by us;

- (b) all payments to us must be made without set-off or counterclaim and without deduction. If you are compelled to withhold or make any deduction, you shall pay additional amounts to ensure receipt by us of the full amount which we would have received but for such withholding or deduction;
  - (c) you may make any payment to us (including deposits) by an approved Card, bank transfer or any other method specified by us from time to time;
  - (d) you are responsible for all third party electronic, telegraphic transfer or other bank fees in respect of payment as well as any fees or charges imposed by us, which may be based on the elected payment method;
  - (e) if any payment is not received by us on the date such payment is due, then (without limitation of any other rights we may have) we will be entitled to charge interest on the overdue amount at a rate not exceeding the effective cost to us of borrowing in the relevant money markets an amount equal to the sums due or such other rate as we may have notified to you;
  - (f) any payment made to us will only be deemed to have been received when we receive cleared funds; and
  - (g) you bear the responsibility to ensure that payments made to us are correctly designated in all respects including without limitation, your Account details where required by us.
- 15.2 You may request a withdrawal or transfer of funds from your Account where the balance of your Account is positive. We may at our sole and absolute discretion withhold, deduct or refuse to make a payment (in whole or in part) where:
- (a) you have Open Positions on the Account showing a Loss;
  - (b) the requested payment would reduce your Account balance to less than the amount required to meet your Margin Requirement in respect of your Open Positions;
  - (c) we reasonably consider that funds may be required to meet any current or future Margin Requirement on Open Positions due to underlying market conditions;
  - (d) you have any actual or contingent liability to any member of the ADSS Group or any Service Provider, Referral Agent, Attorney or Account Manager;
  - (e) we reasonably determine that there is an unresolved dispute between us and you relating to these Terms or any other agreement between us;
  - (f) you instruct us to pay a third party from your Account; or
  - (g) we reasonably consider that making such payment would cause us to breach or otherwise infringe any Applicable Law.
- 15.3 Unless otherwise agreed in writing by us and subject always to compliance with Applicable Law, all payments from your Account shall be made in the form of a return payment to a Card, or bank wire transfer. We do not make payments in cash.
- 15.4 You will be asked to designate a Base Currency for each Account. We will accept Pounds Sterling, United States Dollars, Euros, or any other currency specified by us from time to time as the Base Currency.
- 15.5 All payments into your Account will be converted from the currency in which they are received into the Base Currency of the Account in which they are deposited. The terms of this Clause will also apply where we make any payment to your Account in a currency other than the Base Currency of the Account receiving the deposit.
- 15.6 All payments from your Account will be made in the Base Currency of that Account unless we agree in writing that the relevant payment should be made in a different currency. The terms of this Clause will also apply where any interest, costs, commissions or other charges to be debited from your Account are in a currency other than the Base Currency of the Account. Where we agree to make a payment in a currency other than the Base Currency of the Account, we will convert the relevant payment amount from the Base Currency to the agreed currency for payment.
- 15.7 Whenever we conduct currency conversions, we will do so at such rate of exchange as we select at our sole and absolute discretion. You agree that we will be entitled to add a commercially reasonable mark-up to the exchange rates. The mark-up that we will add is prone to variation depending on currency pair why we cannot provide you with any exact information on any mark-up before we conduct the currency conversions, however, upon your request, we will provide you with information on how any such mark-ups are calculated.
- 15.8 Unless we provide you with written notice to the contrary, all payments and deliveries by us to you will be made on a net basis. We will not be obliged to deliver or make any payment to you unless and until you provide us with any required documents or cleared funds.
- 15.9 We do not accept, and will not make, any Third Party Payments.

## 16 Payments Relating to your Trading Activities

- 16.1 You will be responsible for the due performance of your obligations under these Terms and each Transaction that is executed for the Account whether by payment of the purchase price, delivery of the relevant Instrument or otherwise.
- 16.2 Unless otherwise agreed by us in writing, you undertake to make the appropriate payments in connection with your trading activities on your Account on or before the date you have placed an Order with or through us.
- 16.3 Where a Transaction does not settle on the due date for settlement, we may, in our sole and absolute discretion, provisionally credit and debit the Account on such due date of settlement as if the Transaction had settled on that date (contractual settlement). We may, however, at any time in our sole and absolute discretion reverse any such provisional debits and credits.

- 16.4 You hereby agree that you will confirm all payments made to us by providing details of such payments as required by us (whether wire transfer details or SWIFT or otherwise).

## 17 Margin

- 17.1 As a condition of entering into a Transaction, we may, in our sole and absolute discretion and subject to Applicable Law, require you to deposit Margin as security for payment of any losses incurred by you in respect of any Transaction. You must satisfy any and all Margin Requirements immediately as a condition to entering into any Transaction and we may decline to enter into a Transaction if you do not have sufficient funds in your Account to satisfy the Margin Requirement for that Transaction at the time the relevant Order is placed.
- 17.2 Subject to Clause 17.3, you agree that we will be entitled to assign such value to the Margin Requirements as we, in our sole and absolute discretion, will determine. In setting your Margin Requirements, we will take into consideration multiple factors including Applicable Law, your Account balance, your trading history and patterns, your trading style, your trading experience, the potential volatility of the Instruments you are trading, the historical volatility of the Instruments you are trading, etc. You agree that even if we have previously applied Margin Requirements to you at a specified level, it does not preclude us from raising or lowering your Margin Requirements at any time and on reasonable notice to you (but we reserve the right to make any such modification without any notice where it is reasonable to do so).
- 17.3 Where we have classified you as a Retail Client, we are required by the FCA Rules to impose mandatory minimum Margin Requirements in respect of any Transaction that relates to a Restricted Speculative Investment. The mandatory minimum Margin Requirements for different types of Restricted Speculative Investments will be displayed on our Website. Notwithstanding any prior agreement between us, the mandatory minimum Margin Requirements may only be satisfied by depositing Margin in the form of cash.
- 17.4 Our Margin Requirements for different types of Instruments are displayed on our Website. However, we may notify you of Margin Requirements through alternative means. We reserve the right to determine specific Margin Requirements for individual Transactions and for each of our customers, including you. We also reserve the right to modify any Margin Requirements at any time and on reasonable notice (but we reserve the right to make any such modification without any notice where it is reasonable to do so).
- 17.5 You may access details of Margin amounts which are paid by you or due to us by logging into the System or by calling our Client Services Team. In extreme market conditions, we have discretion to close out your positions mandatorily without a Margin Call Warning being made to you. You therefore undertake that you will monitor market conditions and reassess your ability to maintain your Open Positions. Further, you agree that:
- (a) it is your responsibility to understand how your Margin Requirements are calculated;
  - (b) you are responsible for monitoring and paying the Margin required at all times for all Transactions; and
  - (c) your obligation to pay Margin will exist whether or not we contact you regarding any outstanding Margin obligations.
- 17.6 You have a continuing obligation to ensure that your Account balance is equal to or greater than the Margin Requirements for all of your Open Positions. You undertake that you will maintain in your Account, at all times, sufficient Margin to meet your Margin Requirements. If you believe that you cannot or will not be able to meet your Margin Requirements, you should reduce your Open Positions or transfer adequate Margin to your Account to satisfy your Margin Requirements.
- 17.7 Where there is any shortfall between your Account balance and your Margin Requirement for your Open Positions, we may in our sole and absolute discretion choose to close or terminate, replace or reverse one, several, or all of your Orders (including pending Orders) and/or Transactions (including your Open Positions), and take, or refrain from taking, such other action at any time or manner as we, at our sole and absolute discretion, deem appropriate to cover, reduce or eliminate our Liability under or in respect of any of your Orders or Transactions.
- 17.8 If you are classified by us as a Retail Client, we will close out all or any of your Open Positions (in whole or in part and without prior notice) if the net equity standing to the credit of your Account (the "Net Equity") falls below half (50%) of the Margin Requirement in respect of those Open Positions (the "Close-out Threshold"). The Net Equity with respect to an Account shall be equal to the sum of the value of the Margin deposited in that Account and the unrealised profit and loss on any Open Positions relating to that Account. However, we may close out all or any of your Open Positions if the Net Equity is greater than the Close-out Threshold in circumstances where we determine that it is necessary or desirable to do so to avoid the Net Equity falling below the Close-out Threshold. We shall notify you via the System that the Net Equity in an Account has breached the Close-out Threshold. We may, but shall not be required to, notify you via a method of communication other than the System (e.g., email, telephone, text message) that the Net Equity in an Account is near to or has breached the Close-out Threshold.

Where we close out any of your Open Positions in accordance with this Clause 17.8:

- (a) we shall, in our sole discretion, select the Open Positions (or part thereof) that shall be closed out and the timing of any such close out;
- (b) we may, but shall not be required to, close out Open Positions by closing out the Open Positions representing the greatest Loss first;
- (c) we shall, at a minimum, close out any Open Positions (or part thereof) necessary to result in the Net Equity in the relevant Account being at least equal to the Close-out Threshold; and
- (d) we may close out Open Positions (or part thereof) in excess of those that are strictly necessary to result in the Net Equity in the relevant Account being equal to the Close-out Threshold.

For the avoidance of doubt, this close out process is automatically triggered for Retail Clients and will be done on terms most favourable to the Retail Client in accordance with Applicable Law and our Order Execution Policy (a copy of which is available on our Website), which will usually mean the positions will be closed out at a rate which limits your losses to 50% of the Margin Requirement. Illustrative examples of when this close out process would be triggered, how the Net Equity and Close-out Thresholds would be calculated, and how any close out prices would be determined are set out on our Website.

- 17.9 If you are categorised by us as a Professional Client or Eligible Counterparty, we may (as we see fit in our sole discretion) agree to a manual close-out procedure ("MCO"). The period for such MCO may be temporary or may be in place until further notice. Any such MCO must be agreed in writing by us (including by email) and will not limit, fetter or restrict in any way our right to seek further Margin from you. Generally speaking, this means that the client management team (as it sees fit in its sole discretion) will during UK office hours try to contact you to request that you make an additional payment of Margin into the Account. If we are unable to contact you and/or you are unable to provide such additional Margin within a reasonable time, we will manually close all or a portion of your Open Positions within the normal trading hours applicable to the relevant Open Position and where trading is not otherwise suspended.
- 17.10 Where you are near to breaching or in breach of any Margin Requirements or where the Net Equity in an Account has fallen to near (but has not breached) the Close-out Threshold, we may make a Margin Call Warning in accordance with these Terms. You agree that:
- (a) we are not obliged to make a Margin Call Warning to you;
  - (b) where we elect to make a Margin Call Warning, we may make the Margin Call Warning at any time through the System or any other means, as determined by us from time to time. For this reason, you should keep us regularly apprised of changes in your contact details. We will not be liable for any failure to contact you with respect to a Margin Call Warning where you have not provided up to date contact details to us;
  - (c) should we make a Margin Call Warning, the terms and conditions of the Margin Call Warning will be detailed within such warning and we reserve the right to change the terms and conditions of any Margin Call Warning based on market conditions;
  - (d) even if we have made a Margin Call Warning to you, this does not oblige us to take any liquidation action in accordance with Clause 17.7 (whether due to changes in market conditions or otherwise). Further, you agree that we are entitled to delay the cancellation of your Orders (including pending Orders) and/or the liquidation of your Transactions (including your Open Positions) to a later date and at the conditions (including price, level, rate) to be determined by us in our sole and absolute discretion; and
  - (e) we will not be limited or restricted by the content of any Margin Call Warning if or where made. We will be deemed to have made a Margin Call Warning if we notify you electronically via the System.
- 17.11 Subject to Clause 17.3, you may satisfy your Margin Requirement and/or a Margin Call Warning by providing Margin in any form acceptable to us.
- 17.12 If you are categorised by us as a Professional Client or Eligible Counterparty, margin will not be required where we have expressly agreed to reduce or waive all or part of your Margin Requirement. The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed in writing by us (including by email) and will not limit, fetter or restrict in any way our right to seek further Margin from you.
- 17.13 Where you have opened more than one Account with us or any member of the ADSS Group, we are entitled, in our sole and absolute discretion and on reasonable notice to you, to transfer funds, assets, collateral or security from one Account to another to satisfy your Liabilities including, without limitation, Margin Requirements, even if such transfer will necessitate the closing of Open Positions or the cancellation of Orders on the Account from which the transfer takes place. For the avoidance of doubt, we may utilise the rights afforded to us in this sub-clause to use funds, assets, collateral or security from one Account with a positive balance to satisfy your Liabilities in respect of another Account that has a negative balance except to the extent that you are entitled to Negative Balance Protection in accordance with Clause 18.4.

## 18 Netting, Set-off and Negative Balance Protection

- 18.1 It is agreed between us that all Transactions between you and us, whether under these Terms or any other agreement, shall be mutual dealings and part of a single, indivisible, contractual and business relationship notwithstanding that the relevant transactions may be governed by different documentation.
- 18.2 Without prejudice to our right to require payment from you in accordance with these Terms and subject to the Negative Balance Protection (where applicable), we will have the right at any time to set off any Losses incurred by us in connection with your Account or your trading activities against:
- (a) any of your Accounts;
  - (b) any funds, monies or investment of any kind which we may owe you whether under these Terms or under any other contractual arrangements which you may have with us.
- 18.3 Subject to clause 18.4:
- (a) if any Loss or debit balance exceeds all amounts so held, you must immediately pay such excess to us whether demanded or not; and
  - (b) if we have waived or permitted a negative Margin on your Account, this does not restrict your losses or financial liability. You are still liable to pay all losses which are due and payable to us.

- 18.4 If you are classified by us as a Retail Client, your aggregate Loss in respect of any Restricted Speculative Investments shall be limited to the amount of Margin and unrealised profit on any Open Positions that, in each case, are attributable to the Account to which those Restricted Speculative Investments relate ("Negative Balance Protection"). This means that the balance of any Account that may be used to enter into Transactions in Restricted Speculative Investments cannot fall below zero and you shall not be liable to us in respect of any negative balance that would otherwise be incurred on such an Account but for the operation of this Clause 18.4.
- 18.5 For the avoidance of doubt, Negative Balance Protection is:
- (i) not afforded to each client that is classified by us as a Professional Client or an Eligible Counterparty; and
  - (ii) not afforded to each client whose Account balance falls below zero due to trading Instruments other than Restricted Speculative Investments.
- 18.6 If an obligation cannot be reasonably ascertained, we may in good faith estimate that obligation and set -off in respect of that estimate.

## 19 Client Money

- 19.1 Subject to Clauses 19.9, we will treat any money received from you or held by us on your behalf as "client money" in accordance with the FCA's client money rules set out in Chapter 7 of the Client Assets Sourcebook of the FCA Handbook (the "Client Money Rules").
- 19.2 Pursuant to the Client Money Rules, we will promptly place any money held by us on your behalf into a client money bank account opened at a central bank or a credit institution, in each case established in an EEA Member State or a bank authorised in a non-EEA Member State selected by us. We may hold your client money in an omnibus account with the client money held in respect of other clients. We will keep and maintain books and records of the client money held on your behalf. Upon your request, we will provide you with statements of the client money that we hold on your behalf in accordance with the Client Money Rules.
- 19.3 In accordance with the Client Money Rules:
- (a) we may cease to treat as client money an amount of the client money held by us for you which is equal to the amount of any obligations due and payable by you to us;
  - (b) we may apply that money in or towards satisfaction of all or part of those obligations; and
  - (c) any such obligations become immediately due and payable by you to us, without notice or demand by us, when incurred by you or on your behalf.
- 19.4 On occasions, it may be necessary or appropriate for your money to be held in a client bank account at an approved bank outside the United Kingdom or for it to be passed to an intermediate broker, settlement agent or OTC counterparty located in a jurisdiction outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to that entity will be different from that of the United Kingdom and in the event of a failure of any such party, your money may be treated in a different manner from that which would apply if the money was held by such party in the United Kingdom.
- 19.5 We will only allow a third party to hold or control your money if we transfer your money for the purposes of a Transaction for you that has been entered into with or through such third party or to meet your obligation to provide Margin in respect of a Transaction.
- 19.6 Unless we otherwise agree in writing, you agree that we will not pay you interest on any client money and you expressly waive any entitlement to such interest.
- 19.7 On occasion, we will receive deposits or payments into our accounts that cannot be allocated to any particular client following reasonable attempts to do so. This may occur (in addition to other reasons) where clients transfer funds to us for deposit but fail to follow stated procedures or to include relevant account references. Where this occurs, we may reject or return the funds in accordance with our applicable policies or those of our bank. You are therefore urged to follow stated deposit procedures and review your Account when transferring funds to us to ensure all funds are able to be appropriately received and allocated.
- 19.8 You agree that we may cease to treat any money held on your behalf as client money and, accordingly, release it from our client bank accounts and pay such client money to a registered charity of our choice, if there has been no movement on your Account for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and we have been unable to contact you. In those circumstances, we unconditionally undertake to pay you (or ensure that a member of the ADSS Group unconditionally undertakes to pay you) a sum equal to the relevant client money balance paid to charity in the event that you seek to claim that client money in future.
- 19.9 If we have agreed with you that you shall be categorised as an elective Professional Client or you are a per se Professional Client or an Eligible Counterparty we will treat any money received from you or held by us on your behalf as "client money" in accordance with Clauses 19.1 to (and including) 19.8 above unless you have entered into a separate title transfer collateral arrangement with us. A title transfer collateral arrangement means that the ownership of any money that you have in your Account will transfer to us. Since the ownership of the money is transferred to us, the money will no longer be client money under the Client Money Rules and we will not hold the money in accordance with the Client Money Rules. Since the title of the money in your Account will pass to us, you will not have a proprietary claim over the money and you will rank as a general creditor in case we go bankrupt. We may use the money in your Account that is subject to the title transfer collateral agreement to secure or cover any of your actual, contingent or prospective obligations to us. Any such title transfer collateral arrangement between you and us must be in writing in the standard form provided by us.



## 20 Tax

- 20.1 We will not provide you with any advice on tax issues related to any services. You are advised to obtain individual and independent counsel from your financial advisor, auditor or legal counsel with respect to tax implications of the respective services.
- 20.2 You are responsible for the payment of all taxes that may arise in relation to your Transactions.

## 21 Conflicts of Interest

- 21.1 We or a member of the ADSS Group may have an interest or relationship which conflicts with your interests or our duties to you. We have established and implemented a conflicts of interest policy (which may be revised and updated from time to time) pursuant to the FCA Rules, which sets out how we must seek to identify and to prevent and manage conflicts of interest. Our conflicts of interest policy has been provided to you as part of your Account opening application and is also available on our Website.
- 21.2 Depending on the exact nature of the conflict of interest, we may take certain actions in accordance with our conflicts of interest policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where it is not possible for us to prevent or manage a conflict of interest in a way which ensures that the risks of damage to your interests can be prevented, it will be appropriate for us to disclose to you the extent and nature of the conflict of interest that we have, or may have, before we provide any Services to you.

## 22 Service Providers

- 22.1 You may utilise any third party trading system, course, program, software or trading application offered by a Service Provider to provide you with trading programs, signals, advice, risk management, hosting services or other trading assistance. If so, we will not be responsible for any agreement made between you and your Service Provider, or lack thereof. You accept that any such Service Provider will either be acting as an independent intermediary or an agent for you and that your Service Provider is not an agent or employee of ADSS or any member of the ADSS Group. You further accept that your Service Provider is not authorised to make any representation relating to us or our Services.
- 22.2 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from a Service Provider. Moreover, we do not endorse or vouch for any product or service provided by a Service Provider. Since the Service Provider is not an agent or employee of ADSS or any member of the ADSS Group, it is your responsibility to properly evaluate the Service Provider before engaging its services.
- 22.3 You accept that the Service Provider appointed by you may be able to place Orders on your behalf in your Account (for example where you are using a trading signal or risk management program which places Orders on your behalf automatically without requesting your prior consent to specific or bulk Orders). Any such Service Provider may have access to your personal information held with us including your trading activity.
- 22.4 Your use of the services and products offered by Service Providers will be at your own risk. You are solely responsible for assessing the suitability and appropriateness of such services and products to your needs and experience. Accordingly, you agree that:
  - (a) we do not support, maintain, or service any product offered by Service Providers or installed or used in conjunction with the System;
  - (b) we disclaim all responsibility for connection speed, efficiency, availability, and malfunctions between any Service Provider and the System. Further, we disclaim all responsibility and shall not be liable for any damages which you may suffer, including loss of funds, data or service interruptions as a result of using services and products offered by Service Providers;
  - (c) we have no obligation to review any past or actual performance results published by Service Providers, nor the potential for these results to be achieved. Further, we make no warranty or representation that any indications of past or future performance provided by Service Providers can be, will be, or would have been, achieved; and
  - (d) we make no warranty or representation as to the suitability for you to use Service Providers, or to the quality or completeness of any information (facts, analysis, recommendations or other opinions) provided to you by Service Providers.
- 22.5 The provisions of this Clause 22 shall apply irrespective of whether or not we or any member of the ADSS Group offer, refer or promote a Service Provider.
- 22.6 By installing, accessing or otherwise utilising services or products offered by Service Providers in conjunction with your trading activity using the System, including but not limited to any charts, signals, analytical tools or reports provided by such applications, you accept our disclaimer of liability contained herein.

## 23 Referral Agents

- 23.1 If you have been referred to us through a Referral Agent, you have authorised us to negotiate and conclude a separate service agreement with your Referral Agent on your behalf in accordance with the Cost Disclosure and Client Instruction signed by you. You accept that any such Referral Agent is wholly separate and independent from the ADSS Group and is not an agent, or employee of ADSS or any member of the ADSS Group. You further agree that your Referral Agent is not authorised to make any representation relating to us or our services.

- 23.2 The Referral Agent will be remunerated for the services that it is providing to you in accordance with the terms of the agreement between you and the Referral Agent. The fees that will be payable by you to the Referral Agent will be set out in the relevant Cost Disclosure and Client Instruction signed by you. Your obligation to pay such fees to the Referral Agent will be discharged by you making payment to us in full in accordance with Clauses 14 and 15.
- 23.3 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from a Referral Agent. Since the Referral Agent is not an agent or employee of ADSS or any member of the ADSS Group, it is your responsibility to properly evaluate a Referral Agent before engaging its services.
- 23.4 You acknowledge that the Referral Agent will have access to your personal information held by us including your trading activity.

## 24 Attorneys or Account Managers

- 24.1 You may appoint a third party, selected by you, to operate your Account in his capacity of agent or attorney. If so, we will not be responsible for any agreement made between you and your Attorney, or lack thereof. You agree that any such Attorney will either be acting as an independent intermediary or as an agent for you and is wholly separate and independent from the ADSS Group. We hereby notify you and you hereby accept that your Attorney is not an employee, agent or representative of ADSS or any member of the ADSS Group and further that your Attorney does not have any power or authority to act on behalf of ADSS or any member of the ADSS Group or to bind ADSS or any member of the ADSS Group in any way.
- 24.2 We do not control, and cannot endorse or vouch for the accuracy or completeness of any information, recommendation or advice you may have received or may receive in the future from your Attorney. Moreover, we do not endorse or vouch for any product or service provided by your Attorney. Since your Attorney is not an agent or employee of ADSS or any member of the ADSS Group it is your responsibility to properly evaluate your Attorney before engaging its services.
- 24.3 Where you wish to have your Account operated by an Attorney, you must submit to us a Limited Power of Attorney executed by you and your Attorney in a form acceptable to us. We may, in our sole and absolute discretion, provide you with a standard acceptable form which you may use as a starting document to include the terms of your agreement with your Attorney and of your Instructions to us in respect of our dealings with your Attorney on your behalf.
- 24.4 We reserve the right, at any time and in our sole and absolute discretion, to refuse to accept instructions from the Attorney in relation to any Account on a one-off or ongoing basis. For instance, under no circumstances will we allow your Attorney to transfer any or all your funds outside of your Accounts with us unless it is to a bank account belonging to you. Furthermore, we will not accept a request from the Attorney to transfer funds into your accounts with us from a source other than any of those Accounts (or any bank account belonging to you). If we decide to no longer accept instructions from your Attorney, we must provide reasonable notice to you. We do not need to specify our reasons for no longer accepting instructions from an Attorney, but for the avoidance of doubt such reasons may relate to the Attorney's personal dealings with ADSS.
- 24.5 If you wish to revoke or amend any power granted to your Attorney under the Limited Power of Attorney, you must provide us with written notice of such intention. Any such notice shall become effective once confirmed by us, which shall occur within two Business Days of ADSS receiving such written notice. You accept that you will remain liable for all Instructions given to us prior to the revocation/variation being effective and that you will be responsible for any losses which may arise in connection with the activities of your Attorney.
- 24.6 By submitting a Limited Power of Attorney to us, you:
- (a) authorise us to accept all Instructions given to us by your Attorney, whether orally or in writing, in relation to your Account. We will not be obliged to make any enquiry of you or of any other person before acting on such Instructions;
  - (b) authorise us to communicate with your Attorney directly regarding your Account;
  - (c) represent to us that your Attorney has all requisite power and authority and appropriate regulatory or governmental consents (if applicable), to give and receive all Instructions, notices, requests, demands or other communications (including providing us with Instructions related to any position rolls, exercises, assignments and deliveries) on your behalf; and
  - (d) consent to and authorise us to disclose to your Attorney all information that we hold in relation to you and your Account, including personal information that we hold in relation to you.
- 24.7 You agree to reimburse us and for any loss, damage or expense incurred by us as a result of:
- (a) us acting on Instructions of your Attorney where we reasonably believe that your Attorney is acting in accordance with the terms of the Limited Power of Attorney;
  - (b) the Attorney acting in breach of the terms of your agreement with him; or
  - (c) any action or inaction of the Attorney.
- 24.8 You acknowledge and accept that, in providing the System to your Attorney, we have the right but not the obligation to set limits, controls, parameters and/or other controls on your Attorney's ability to use the System. You accept that if we choose not to place any such limits or controls on your Attorney's trading, we will not exercise oversight or control over Instructions given by your Attorney and you accept full responsibility and liability for your Attorney's actions in such circumstances.

## 25 Appropriateness

- 25.1 As set out at Clause 5.1, we will provide you with execution-only services under these Terms. We will execute Orders and Transactions based on your request without further involvement from us. We will not provide you with any personal recommendations or advice in respect of any products or services offered by us.
- 25.2 For most types of investment (broadly complex rather than non-complex investments) when we receive Instructions to deal on an execution-only basis we are required under the FCA Rules to assess the appropriateness of such transactions with reference to your knowledge, experience and understanding of the risks involved. Should we lack sufficient information to make this assessment we reserve the right not to act on Instructions received from you. If we consider that (with regard to the information we hold about you) a proposed transaction is inappropriate, we shall warn you of this. If you wish to proceed with the transaction after having been given this warning, you shall be solely responsible for that decision.
- 25.3 You understand and agree that we will rely on your statements in the Application for Opening a Margin Trading Account as well as on the representations and undertakings made by you under Clause 26 when assessing whether a transaction is appropriate for you. We highly recommend that you seek independent advice from a qualified investment adviser before placing any Orders with us.

## 26 Representations, Warranties and Undertakings

- 26.1 Representations and warranties are contractually binding assurances given by you to us which we rely on when dealing with you. You make the following representations and warranties at the time you enter into these Terms and on a continuing basis by reference to the facts and circumstances in existence at that time until such date as these Terms are terminated:
- (a) where you are a natural person, you are of sound mind, and over 18 years old;
  - (b) you have all necessary authority, powers, consents, licenses, approvals and authorisations, and have taken all necessary action to enable you, lawfully, to enter into and perform these Terms, Orders and Transactions, to grant the rights and powers referred to in these Terms, to instruct us to execute or arrange any such Orders or Transactions and to perform all your obligations herein;
  - (c) you are aware of and confirm that you may financially sustain a total loss of all funds deposited with us for trading purposes in connection with the services as well as any other, and possibly additional, funds resulting from Transactions;
  - (d) you have made your own independent decisions to enter into these Terms and each Transaction and as to whether these Terms and each Transaction is appropriate for you based upon your own judgment and advice from such advisers as you deem necessary;
  - (e) the persons entering into these Terms and each Transaction or placing each Order on your behalf are duly authorised to do so;
  - (f) you retain full responsibility for making all investment and trading decisions. You are not relying on any communication (written or oral) from ADSS or its employees or representatives as investment advice or as a recommendation to enter into these Terms or any Transaction, it being understood that information and explanations related to the terms and conditions of these Terms or a Transaction will not be considered to be investment advice or a recommendation;
  - (g) you have been provided with the Risk Warnings as part of your Account opening application and have read the risk disclosures contained therein;
  - (h) these Terms as well as each Transaction and the obligations created under them are binding upon you and enforceable against you;
  - (i) the execution, delivery and performance of these Terms and any other contracts by which you are bound pursuant to these Terms does not violate or conflict with any laws or regulations applicable to you and your use of the services will comply with all Applicable Laws, rules and regulations, policies, practices and requirements of securities and futures exchanges and associations, alternative trading facilities, clearing houses and regulatory or self-regulatory organisations, and the policies and procedures (whether stated orally or in writing) applicable to you, the investments and these Terms as applicable from time to time;
  - (j) except where we have agreed otherwise in writing, you act as Principal and are not acting as any other person's agent or representative;
  - (k) any information that you have provided or will provide (including such information as we may reasonably request in writing concerning you and your use of the services) is complete, accurate and not misleading in any respect;
  - (l) any information which you have provided or will provide to us in respect of your financial position or other matters is accurate and not misleading in any material respect, and you will promptly notify us of any changes to the information given;
  - (m) you will endeavour to have consistent and uninterrupted access to internet service and any email address provided in your Account opening documentation;
  - (n) funds, investments or other assets supplied by you for any purpose shall, subject to the Terms, at all times be free from any charge, security interest, pledge or encumbrance and shall be beneficially owned by you, unless otherwise allowed by these Terms;

- (o) no Event of Default or Potential Event of Default with respect to you has occurred and is continuing, and no such event or circumstance will occur as a result of entering into or performing obligations under these Terms; and
  - (p) you are now and will remain at all times in compliance with all applicable legislation relating to anti-money laundering. We are required to follow anti-money laundering legislation in connection with you and your Account and, if satisfactory evidence of identity has not been received by us within a reasonable time period, we reserve the right to suspend or terminate your Account.
- 26.2 An undertaking is a contractually binding promise to do or not do something. You undertake to us, on a continuing basis, that for the duration of these Terms and/or for as long as you have an Account with us:
- (a) upon our request, you will promptly provide us with such information as is necessary for us to perform our obligations under Applicable Law, such as providing us with information required for us to perform our transaction reporting obligations;
  - (b) you will use all reasonable steps to comply with all laws and regulations applicable to you;
  - (c) you will promptly notify us of any change to the details supplied by you during the account opening process, including in particular any change of address, any such occasions where you move to another territory or country, and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you;
  - (d) upon demand, you will provide us with all information, and access to your books and records (including without limitation, your electronic records), which we may reasonably require from time to time;
  - (e) you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred to us or to whomever we may direct in sufficient time on or before the contractual settlement date of a Transaction to enable us to settle the Transaction in accordance with market requirements;
  - (f) you will at all times obtain, comply and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this Clause 26;
  - (g) you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to you or any member of your group;
  - (h) there is not nor will you create or permit to be outstanding any mortgage, pledge, security interest or other charge or encumbrance, or any other interest having the same economic effect over or in respect of funds, investments or other assets supplied by you for any purpose; and
  - (i) you will not use the services offered by us to effect Transactions in securities of which any one of you, your affiliates, is the issuer.

## 27 Default and Default Remedies

- 27.1 The following events (and each event separately) will each constitute an Event of Default:
- (a) we have reasonable grounds to believe that you are in material breach of any of your obligations to us or any member of the ADSS Group, whether under these Terms or under any other agreement;
  - (b) where you are a natural person, you die or become of unsound mind;
  - (c) an Act of Insolvency occurs in respect of you or any of your affiliate(s). For the purpose of this Clause 27 only, affiliates means, any entity controlled, directly or indirectly, by you or that directly or indirectly controls you, whereby controlling means ownership of a majority of the voting power of either you or the entity you are controlling;
  - (d) you are unable to pay your debts as they fall due or are subject to any bankruptcy or insolvency proceedings under any bankruptcy or insolvency law applicable to you;
  - (e) we consider, in our sole and absolute discretion, that your creditworthiness is materially weaker, immediately following any of the following designated events:
    - (i) you consolidate or amalgamate with, or merge with or into, or transfer all or substantially all your assets (or any substantial part of the assets comprising the business conducted by you) to, or reorganise, reincorporate or reconstitute into or as, another person;
    - (ii) any person or group of persons (whether in one or more related transactions) acquires a beneficial ownership in your business; or
    - (iii) any person or group of persons (whether in one or more related transactions) is granted directly or indirectly through contractual arrangements a substantial influence over your business.
  - (f) any event occurs which we reasonably consider could result in the continuation of these terms causing a violation of any laws, applicable regulations, or good standard of market practice;
  - (g) any representations or warranties made by you are incorrect, untrue or cease to be true in any material respect when made or repeated or any undertaking made by you where such undertaking fails to be met;
  - (h) an admission is made by you that you are unable to, or intend not to, perform any of your obligations under these Terms;
  - (i) you have failed to pay to us any amount that is due and payable; or

- (j) the occurrence of an event of default, termination event or other similar event (howsoever described) under any agreement between you and us.
- 27.2 Upon the occurrence of an Event of Default, we may, in our sole and absolute discretion (without being obliged to do so), take all or any of the following actions:
- (a) require you to close or liquidate any or all of your Open Positions by a specified date selected by us;
  - (b) terminate any Transactions that are outstanding between you and us or any member of the ADSS Group;
  - (c) suspend or in any way limit or restrict your ability to place any Order, give any Instruction or effectuate any Transaction in relation to your Account;
  - (d) vary your Margin Requirements; and/or
  - (e) terminate these Terms with notice with termination occurring on a specified date selected by us.
- 27.3 Where we terminate or liquidate any Transactions, no further payments or deliveries will be required to be made by either of us in respect of those Transactions and instead we will determine a single net amount (the "**Liquidation Amount**") that will be payable (either to you or from you and whether by payment, set-off or otherwise) as a result of the termination or liquidation of those Transactions. To the extent that the Liquidation Amount is payable by you to us, it shall be immediately due and payable to us and form part of your Liabilities. Where applicable, we will act in accordance with our Order Execution Policy when determining any Liquidation Amount.
- 27.4 For all purposes, including any legal proceedings, a certificate by any of our officers as to the Liabilities for the time being due to us or incurred by you shall be conclusive in absence of Error.
- 27.5 Any action taken by us in connection with or pursuant to a Transaction at a time at which any Event of Default specified in Clause 27.1 of these Terms has occurred (whether or not we have knowledge thereof) will be entirely without prejudice to our right to refuse any further performance thereafter, and will not in any circumstances be considered as a waiver of that right or as a waiver of any other right that we may have should such an Event of Default have occurred.

## 28 Force Majeure

- 28.1 Neither party will be liable for any Losses resulting from any failure to perform their obligations under these Terms to the extent that such failure to perform was, directly or indirectly, caused by a Force Majeure Event.
- 28.2 Upon the occurrence of a Force Majeure Event, we will use commercially reasonable efforts to provide the Services. We will, if practically possible, give you written notice that a Force Majeure Event has occurred. Upon occurrence of a Force Majeure Event, all of our obligations under these Terms will be immediately suspended for the duration of such Force Majeure Event. Additionally, you agree that given the circumstance we may take any one or more of the following steps:
- (a) alter normal trading times;
  - (b) alter the Margin Requirements;
  - (c) close any or all Open Positions, cancel Instructions and Orders as we deem to be appropriate in the circumstances; and/or
  - (d) take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to your positions and the positions of our other customers.

## 29 Errors

- 29.1 An "Error" means a material error and/or omission (however such error or omission occurs or arises, including as a result of any acts or omissions of a third party) in respect of any of your Transactions, Open Positions, Orders, Instructions, Accounts, Account Statements, Margin Requirement or the System (including any Market Data, pricing information or other information published or made available via the System). An Error could include but is not limited to:
- (i) a misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely which is not indicative of fair market value at the time an Order is placed;
  - (ii) inaccurate third party or liquidity provider data or pricing;
  - (iii) a mistype of a quote;
  - (iv) an erroneous quote or misquote provided by our Client Services Team or a System due to the failure of any software or hardware, whether given by telephone and/or other electronic means;
  - (v) incorrect Margin Requirements being applied to your Transactions; and
  - (vi) incorrect credits or debits to your Accounts.
- 29.2 When determining whether a situation amounts to an Error, we may take into consideration all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.
- 29.3 If you know or suspect, or are aware of circumstances in which you or we ought reasonably to know or suspect, that an Error has occurred:

- (a) you must notify us or will will notify you (as the case may be) as soon as reasonably practicable, which may, for the avoidance of doubt, be after an Error has occurred; and
  - (b) we will then use reasonable endeavours to investigate whether there has, in fact, been an Error and/or what caused it.
- 29.4 We will, when making a determination as to whether a situation amounts to an 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 an Error.
- 29.5 If an Error has occurred, we reserve the right to:
- (a) amend the details of relevant Transactions to reflect a price which is on or near the prevailing market prices, which will be determined by us in our sole and absolute discretion, acting in good faith, to be the correct or fair terms of such Transaction absent such Errors;
  - (b) if you do not promptly agree to any amendment made under (a) herein, void from its inception any Transaction resulting from or deriving from an Error or close or liquidate the Transaction or any Open Position resulting from such Transaction;
  - (c) refrain from taking and refuse to take any action at all to amend the details of such a Transaction or to void, terminate, close or liquidate such Transaction;
  - (d) prohibit you from accessing or using your Accounts or withdrawing any funds credited to your Accounts;
  - (e) apply credits or debits to your Accounts to correct the relevant Error; and/or
  - (f) take any action set out in clause 27.2.
- 29.6 To the extent practicable we will give you prior notice of any action we take under this Clause 29 but if this is not practicable we will give you notice as soon as practicable afterwards.
- 29.7 We shall not be liable to you for any Losses resulting from an Error or any action which we take or refrain from taking in relation to a Transaction notwithstanding any Error, except to the extent caused by our own fraud, wilful default or negligence.

## 30 Abusive Trading Strategies

- 30.1 Abusive Trading Strategies may or may not be caused by the person benefiting from them. Abusive Trading Strategies are generally used by persons who are experts in trading. They include practices (without limitation) such as attacking the System in order to create and abuse price latency opportunities, internet or System connectivity, trading instruments which are clearly misquoted (arbitrage).
- 30.2 You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any Order or other Instruction that you will not use Abusive Trading Strategies on the System. Given the grave nature of Abusive Trading Strategies, you agree that we may, at our sole and absolute discretion, revoke Transactions resulting from Abusive Trading Strategies without prior notice to you and regardless of whether such revocation would result in Losses in your Account or would cause you to breach your Margin Requirements and notwithstanding any other provision of these Terms. We reserve the right to take all necessary steps including making corrections or adjustments on your Account pertaining to any Transaction placed through the System that relies on price latency or an arbitrage opportunity and such Transaction may be modified, adjusted, corrected, rejected, terminated or voided at any time, without prior notice, at our sole and absolute discretion and notwithstanding any other provision of these Terms. In addition, where such circumstances exist, you understand and agree that we shall not remit payments to or process withdrawal requests from you until the appropriate corrections are made to our satisfaction. When determining whether a situation amounts to an Abusive Trading Strategy, we may take into consideration all information in our possession including, without limitation, information concerning relevant market conditions and errors in the System.
- 30.3 Notwithstanding any other provision of these Terms, we will not be liable to you for any loss, cost, claim, demand or expense you may suffer resulting from any action we take in connection with addressing your Abusive Trading Strategies or any action which we take or refrain from taking in relation to Transactions resulting from your Abusive Trading Strategies, except to the extent caused by our own fraud, wilful default or negligence.
- 30.4 Where we have reasonable grounds to conclude that your account appears to be controlled or managed by a third party, or where we suspect that multiple accounts may be linked, ADSS may suspend the linked accounts while it further investigates the related activity. In the event that ADSS determines the activity constitutes collusive, abusive or predatory trading techniques, ADSS shall recalculate or withhold any profits accordingly. Where ADSS determines that a third-party is involved, whether directly or indirectly, in any fraudulent, deceptive, manipulative or otherwise illegal activity connected to ADSS, including without limitation to your Account, or through any Referral Agents, Attorney, Account Manager, ADSS shall have the right, in addition to any other right or remedy available to it under these Terms or Applicable Law, to render the Authenticators assigned to such account inoperative, and immediately suspend your Account.

## 31 Market Abuse

- 31.1 When we execute a Transaction on your behalf, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant Instrument. The result is that when you enter into Transactions with us, your Transactions can have an impact on the external market for that instrument in addition to the impact it might have on our price. This creates a possibility of market abuse and the purpose of this Clause 31 is to prevent such abuse.

- 31.2 You represent and warrant to us at the time you enter into these Terms and every time you enter into a Transaction or give us any Order or other Instruction that you will not place and have not placed an Order or entered into a Transaction that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct.
- 31.3 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Transaction or Instruction which would be deemed to constitute market abuse. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.

## 32 Exclusions, Limitations of Liability and Reimbursement

- 32.1 Without limitation, we, our directors, officers, employees and agents will not be responsible or liable:
- (a) for the performance or profitability of your Account or any part thereof;
  - (b) for any actions we may take pursuant to our rights under these Terms;
  - (c) for any Losses or other costs or expenses of any kind arising out of or in connection with the placement of Orders or the execution of Transactions;
  - (d) for any adverse tax implications of any Transaction whatsoever;
  - (e) by reason of any delay or change in market conditions before any particular Order is executed;
  - (f) for communication failures (including telecommunication network failures), distortions or delays whether in connection with the System, your Account or otherwise which are not attributable to the failure of our technology; and
  - (g) for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms.
- 32.2 You agree to reimburse us on demand and hold us harmless for any and all Losses arising out of any act or omission on your part, the part of any persons authorised by you from time to time or any persons who we reasonably believe to be acting with authority on your behalf which we may incur in connection with:
- (a) the provision of services or products to you in connection with these Terms;
  - (b) any of your Accounts or any Transaction;
  - (c) as a result of any misrepresentation by you or any violation by you of your obligations under these Terms of Business (including any Transaction); or
  - (d) as the result of the enforcement of our rights under these Terms or any Applicable Law;
- except in each case to the extent where any such Losses arise as a result of our negligence, wilful misconduct or fraud.
- 32.3 Nothing in these Terms is intended to have, or has, the effect of excluding or restricting our duties or liabilities to you under Applicable Law.

## 33 Reimbursement

- 33.1 You will reimburse us on demand in respect of all liabilities, Losses or costs of any kind or nature whatsoever that may be incurred by us as a direct or indirect result of:
- (a) any failure by you to perform any of your obligations under these Terms;
  - (b) your use of programmable trading systems, whether built by you or by any third party and executed on or using the System; and
  - (c) any act or omission by any person having access to your Account, by using your designated Account number and/or password if you authorised such access.
- 33.2 To the extent you use or used the System for a commercial purpose and entered Orders or Transactions for the account of your customers, you will, on demand, reimburse, protect and hold us harmless from and against all Liabilities resulting from or arising out of claims raised by your customers. This Clause 33 shall not be affected by the termination of these Terms.

## 34 Recording of conversations

In order to comply with Applicable Law and internal compliance policies we may in our absolute discretion record, monitor (with or without the use of an automatic tone warning device) and retain all communications (including email, electronic messaging and facsimile), telephone conversations and other electronic communications with you and will normally record telephone, mobile phone or other handheld electronic communications device based conversations between you and our employees who act in a trading or sales capacity. All instructions received by telephone shall be binding as if received in writing. We will retain such records for whatever period may be required by our internal policies and/or Applicable Law. The records will be available to you upon request during that period. Where you request such records, we may charge you an administration fee and such fee will be disclosed to you in advance of any related costs being incurred. You agree that we may use such recordings or transcripts from such recordings as evidence in any dispute or anticipated dispute between you and us.

## 35 Amendments

- 35.1 We may amend these Terms and any arrangements made hereunder at any time by written notice to you, which may include sending an e-mail to you or publishing the amendments on our Website. Any such amendment will come into effect on the date specified by us which will, in most cases, be at least 10 calendar days from the date of our amendment notice. Subject to Clause 35.4, you will be deemed to be bound by the terms of such amendment or change on the earlier of: (a) the date specified by us in our amendment notice or, where no such date has been specified, 10 calendar days after we have e-mailed you or placed the amendment on our Website; (b) the date you place an Order (other than a liquidating order) via the System; or (c) where we are required to make the relevant amendments pursuant to Applicable Law or a change to Applicable Law, the earliest date on which we are required to have made the amendment pursuant to Applicable Law or the change to Applicable Law.
- 35.2 If you do not agree to any amendments to these Terms or any arrangements made hereunder, you must:
- notify us in writing (in accordance with the details set out in the amendment notice) within 10 calendar days of the date of the amendment notice;
  - close all your Open Positions;
  - withdraw all funds remaining to the credit of your Account after closing all your Open Positions; and
  - close your Account.
- If you do not complete the above by closing your Account, you will be deemed to have accepted the amended Terms and will be bound by them 10 calendar days after we have e-mailed you or published notice of such amendment to the Website.
- 35.3 Any amendment to these Terms will supersede any previous agreement between us on the same subject matter and will apply to any Transaction entered into after, or outstanding on, the date the amended Terms comes into effect.
- 35.4 Any amendments to our fees, charges and other costs pursuant to Clause 13 and changes to Margin Requirements pursuant to Clause 17 shall take effect immediately (and without any notice where it is reasonable to do so) unless we notify you otherwise.

## 36 Suspension and Termination

- 36.1 You may terminate these Terms immediately by giving written notice to us. You agree that at any time after the termination of these Terms, we may, on reasonable notice to you, close out any or all of your Open Positions in the manner set out in Clause 27.3.
- 36.2 We may suspend or terminate these Terms and/or your Account by giving written notice to you for any reason.
- 36.3 Upon termination of these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):
- all outstanding fees, charges and commissions;
  - any expenses incurred by terminating these Terms;
  - any Losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf; and
  - any Liquidation Amount that is payable by you as a result of closing out any Transactions.
- 36.4 Termination of these Terms will not affect any rights or obligations, which may already have arisen between us and you. The termination of these Terms will not affect the coming into force or the continuance in force of any provision in these Terms which is expressly, or by implication, intended to come into, or continue in force, on or after such termination.
- 36.5 If termination occurs, we will, as soon as reasonably practicable and subject to these Terms, deliver to you any funds or investments in your Account(s) subject to the deduction of any applicable charges and any rights of set-off. A final statement will be issued to you where appropriate.
- 36.6 The provisions of this Clause 36 will not prevent us from exercising any of our rights to terminate or suspend these Terms as provided elsewhere in these Terms.
- 36.7 Notwithstanding our general power to terminate these Terms pursuant to Clause 36.2 above, we shall be entitled to terminate these Terms without further notice to you where our reasonable attempts to communicate with you using your last known contact details have remained unsuccessful for 45 calendar days. Where we terminate these Terms pursuant to this Clause 36, we shall be entitled to sell or redeem your Investments, to set-off the proceeds against any amounts owed to us or its subsidiaries or affiliates, and to issue a demand draft for the amount of any remaining funds which may be retained at our relevant branch for your collection.

## 37 In the Event of Death

- 37.1 Where you are a natural person, in the event of your death, any person(s) purporting to be your legal personal representative(s) must provide us with formal notice of your death in a form acceptable to us, including but not limited, to the provision of an original death certificate in physical form.



- 37.2 Upon the receipt and acceptance of your death certificate, we will treat your death as an Event of Default allowing us to exercise any of our rights including but not limited to closing any and all Open Positions within your Account. These Terms will continue to bind your estate until terminated by your legal personal representative or by us.
- 37.3 A person shall not be proven to be your legal personal representative until we receive the appropriate legal documentation. Once we receive such documentation, we will accept and execute written Instructions from your legal representative(s). We will only accept Instructions that aim to wind-down and/or close your Account. Where we have not received any Instructions after six months following receipt of your death certificate, we may, in our sole and absolute discretion (but shall not be obliged to), re-register your holdings into the name of your legal representative, re-materialise any electronic holdings and send such holdings in certificated form to the registered correspondence address for your estate, subject to appropriate charges.
- 37.4 Any applicable charges as detailed in the Schedule of Charges will still be charged until the Account is closed.
- 37.5 Notwithstanding anything in these Terms, if the Agreement is not terminated within two years after the date of your death, we may take such action as we consider appropriate to close your Account. Your estate or your legal representative(s) will be liable for all costs associated with us taking this action, or considering taking action, except to the extent that costs arise because of our negligence, wilful default or fraud.

## 38 Notices and Communication with the Client

- 38.1 We may notify, instruct, or communicate with you in English by letter, fax, email, or by posting a message on our System or on our Website, and you agree that we may contact you through any of these media at any time. We will use the address, fax number, or email address specified in your Account opening documentation or such other address (physical or electronic) or number (fax) as you may subsequently provide to us.
- 38.2 You will be deemed to have agreed with the content of any notice, Instruction or other communication (except confirmations of Transactions, Account Statements, and Margin Call Warnings) unless you notify us to the contrary in writing within 10 calendar days of the date on which you are deemed to have received it in accordance with Clause 38.3 below.
- 38.3 Any notice, Instruction or other communication will be deemed to have been properly given by one party:
- (a) if hand delivered, when left at the other party's last known address;
  - (b) if sent by pre-paid first class post to the other party's last known address, on the next Business Day after being deposited in the post;
  - (c) if sent by fax, immediately upon receipt of a successful transmission report;
  - (d) if sent by email, immediately after the email is sent providing the party does not receive confirmation of a failed delivery from the relevant email provider; and/or
  - (e) if published on our Website or System, as soon as it has been published.
- 38.4 You are responsible for reading all notices, Instructions or communications that are sent or delivered to you or that are published on our Website or System in a timely manner.
- 38.5 You may communicate with us via letter, fax, or email, each of which shall constitute written notice. You will use our registered address, fax number, or email address specified by us from time to time in accordance with any notice requirement.
- 38.6 We shall communicate with one another in English. We or third parties may have provided you with translations of these Terms. The original English version shall be the only legally binding version for you and us. In case of discrepancies between the original English version and other translations in your possession, the original English version provided by us shall prevail.
- 38.7 We will not be liable for any delays you may face in receiving any communication once dispatched by us, except where the delay is caused by our wilful default, fraud or negligence.

## 39 Intellectual Property

As between you and us, all rights (including Intellectual Property Rights), title and interest in the ADSS Materials vest in us and will remain our property. We hereby grant you a non-exclusive, non-transferable, revocable licence, on these Terms, to use the ADSS Materials to the extent necessary to exercise any rights or receive any benefits conferred on you by these Terms. In addition:

- (a) we supply or make the ADSS Materials available to you on the basis that: (i) we can also supply and make them available to other persons; and (ii) we may cease providing them and revoke your licence to use any of the ADSS Materials at our sole and absolute discretion or if our service providers require us to do so;
- (b) you must not supply, make available, or sublicense all or part of the ADSS Materials to anyone else (except where explicitly allows under these Terms), and you must not copy all or any part of them;
- (c) you must not delete, obscure or tamper with copyright or other proprietary notices we may have put on any ADSS Materials; and/or
- (d) you must only use the ADSS Materials for the operation of your Account in accordance with these Terms.

## 40 Derived Data Product Restrictions

- 40.1 You must only use Derived Data Products for the operation of your Account in accordance with these Terms. This Clause 40 applies to all Derived Data and Derived Data Products in addition in the licence terms in Clause 39.

- 40.2 You may not:
- (a) sublicense, publish, transmit, transfer, sell, copy, reproduce, distribute, display, modify, alter, create derivative works of, or in any way exploit the Derived Data Products or any derivation or adaptation of any of them;
  - (b) reverse-engineer, decompile, disassemble, reverse compile, create derivative works of, or attempt to derive the source code of, any Derived Data Products;
  - (c) commingle the Derived Data Products with your own data or the data of any other suppliers;
  - (d) actively market the Derived Data Products;
  - (e) distribute the Derived Data Products to any third parties or competitors;
  - (f) charge a licensing fee or similar fee for providing any portion of the Derived Data Products to any third party;
  - (g) store the Derived Data or the Derived Data Products for a period longer than is necessary to allow you to use it in the manner and for the purpose envisioned under these Terms; or
  - (h) cause, assist or permit any of your authorised persons or any other third party to do any of the foregoing set out in this Clause 40.2.
- 40.3 You shall keep complete, accurate and up-to-date records relating to the use of the Derived Data Products (including any records specified in any Policy or in licences applicable to the Derived Data Products) sufficient to demonstrate compliance with these Terms.
- 40.4 All records required to be maintained under this Clause 40 shall be maintained for a minimum of seven (7) years from the date on which they are required to be created (or for such longer period as may be required by applicable law) and shall be made available to ADSS on written request in accordance with this Clause 40.
- 40.5 ADSS and each member of the ADSS Group, their respective regulators and any auditors acting on behalf of or together with ADSS, member of the ADSS Group, or any exchange, data source or provider, shall have the right, during the continuation of these Terms and for a period of two years after the termination or expiry of these Terms (for any reason), to visit your premises, and your respective contractors and agents, and to obtain access to and inspect computer systems, controls, books and records, insofar as they relate to the receipt, use of Derived Data Products and any sums payable to ADSS, any exchange, data source or provider under these Terms. ADSS shall, in advance of the audit, notify you of which auditor or auditors will conduct the audit.
- 40.6 Subject to this Clause 40:
- (a) ADSS must give at least seven (7) days' prior written notice of an audit under Clause 40.5;
  - (b) ADSS may not carry out an audit under Clause 40.5 more than twice in any calendar year; and
  - (c) audits under Clause 40.5 shall be carried out within 10 weeks of ADSS giving written notice of an audit under these Terms, during normal business hours.
- 40.7 The restrictions in Clause 40.6 do not apply in cases where ADSS knows of or has reasonable grounds to suspect a breach of these Terms by you or any of your respective contractors or agents. The restrictions in Clause 40.6 do not apply in cases where an audit is carried out by or on the instruction of a regulator.
- 40.8 ADSS shall treat all information obtained during an audit as confidential information.
- 40.9 You shall ensure that each contractor and agent shall, co-operate fully with the preparation and completion of any audit under this Clause 40. Failure to co-operate with any audit under this Clause 40 shall constitute a material breach of these Terms.
- 40.10 If any audit reveals that there has been an underpayment of any related fees, charges and licences in respect of the period covered by the audit, you shall pay those related fees, charges and licences (together with all accrued interest on those related fees, charges and licences at a rate of 1.5% per month) within seven (7) days from receiving a written demand from us.
- 40.11 You shall defend, indemnify and hold harmless ADSS and its affiliates (and their respective representatives, members, managers, directors, shareholders, officers, employees, contractors or agents) from and against all claims and any liability, loss' damage' cost or expense, including legal fees, attorney's fees and disbursements, by a third- party relating to or arising out of your use of Derived Data Products.
- 40.12 ADSS may withdraw and cease to provide any Derived Data Products at any time and for any reason.

## 41 Confidentiality

- 41.1 We will use reasonable endeavours to ensure that all confidential information relating to you and your Account is kept confidential. However, you authorise us to disclose information (confidential or not):
- (a) to our employees, directors and shareholders (or employees of our agents, nominees or custodians or other persons including our professional advisors appointed by us in relation to your account including members of the ADSS Group) on a need-to-know basis;

- (b) to the FCA, any English court, tribunal or regulatory, supervisory, tax or other governmental or quasi- governmental authority having jurisdiction over ADSS, or any other court, tribunal or authority where ADSS seeks to comply on a voluntary basis. For the avoidance of doubt, any voluntary decision of ADSS to comply with the requirements of a court, tribunal, or regulatory, supervisory or governmental or quasi-governmental authority with jurisdiction outside the UK shall (i) be made at ADSS's sole discretion, and (ii) be subject to ADSS's compliance with Applicable Law;s
  - (c) to any party that ADSS reasonably believes it is required to report, including to correspondent or agent banks, clearing houses or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories to which we are required to report any Transactions under any Applicable Law (and you authorise us to make such reports on your behalf);
  - (d) otherwise as may be required by Applicable Law, best investment business practice, industry regulations or codes of practice; and
  - (e) to any credit reference agencies (including without limitation, Al Etihad Credit Bureau) as ADSS determines from time to time for the purposes of obtaining or providing credit references and other information;
  - (f) to any party, including but not limited to ADSS's professional advisors for the purpose of enforcing or preserving ADSS's rights against you, such as where proceedings brought by ADSS against you or vice versa, or by any third party against you or ADSS; and
  - (g) in the circumstances described in Clause 42 below.
- 41.2 You shall not disclose to any third party any information relating to our business, finances, investments or other matters of a confidential nature which you may obtain possession of and you shall use your best endeavours to prevent any such disclosure.

## 42 Data Protection

- 42.1 When you provide your personal data, you confirm to us that it is current, accurate and complete. We will use your personal data in accordance with Applicable Law. Your privacy is important to us and our Privacy Policy explains how we collect, use, disclose, transfer and store your information, and the lawful bases we rely on to use your information. You may access our Privacy Notice by visiting the URL <https://www.adss.com/en-gb/legal/privacy-policy/>.
- 42.2 You acknowledge that we will access, process, and retain information you provide to us, for the purpose of providing the Services to you. You agree that we may check your personal information with other information that you provide or that is held by us about you to verify your identity and we may also carry out credit assessments on you. In doing so, your personal information will necessarily be disclosed to third parties.
- 42.3 We will inform you when we make any changes to our Privacy Policy via our Website.

## 43 Complaints

- 43.1 Any queries or complaints can in the first instance be raised with our Client Services Team. Any unresolved queries and complaints are handled by our Compliance Department. If you have a complaint in respect of our investment services you should in the first instance write to our Compliance Department using the following details: 9th Floor, 125 Old Broad Street, London EC2N 1AR and [complianceuk@adss.com](mailto:complianceuk@adss.com), or call us on +44 203 771 5455. You may communicate with us in English.
- 43.2 Should you remain dissatisfied with our handling of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service, who can be contacted using the following details: Exchange Tower, Harbour Exchange, London, E14 9SR, or by calling: +44 2079641001, or by using the Website address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 43.3 A copy of our Complaint Management Policy which sets out how we will investigate your complaint and the timeframes in which we will contact you is available on our website and can also be provided to you directly upon request.

## 44 Compensation

We are a member of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Payments under the Financial Services Compensation Scheme are subject to a maximum payment per investor of GBP 85,000. Further information is available from us or from the FCA at 12 Endeavour Square, London E20 1JN or from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or at the Financial Services Compensation Scheme's official website at [www.fscs.org.uk](http://www.fscs.org.uk).

## 45 Miscellaneous

- 45.1 These Terms are personal to you and you may not assign or transfer any of your rights or responsibilities under it without our prior written consent. We may assign our rights and transfer our responsibilities under these Terms to any entity within the ADSS Group upon giving you 10 calendar days' prior written notice. You agree that we may assign our rights and transfer our responsibilities under these Terms to a third party upon giving you 20 calendar days' prior written notice.
- 45.2 No delay or failure by us to exercise any of our rights under these Terms (including with respect to any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of any other rights or remedies. No course of conduct or previous dealings shall create any future obligation to perform in the same manner. The rights and remedies contemplated by these Terms are cumulative and not exclusive of any rights or remedies provided pursuant to Applicable Law.



- 45.3 If, at any time, any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, then such provision or part thereof will, to that extent, be deemed severable and not form part of these Terms. Neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.
- 45.4 A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 45.5 Headings and captions in these Terms are inserted for convenience of reference only and shall not be given any effect in the interpretation of any provision of these Terms.
- 45.6 Word or phrases importing the singular shall be interpreted to include the plural and vice versa, unless the context requires otherwise.
- 45.7 These Terms shall cover, individually and collectively, all of your Accounts at any time opened or reopened with ADSS, irrespective of any change or changes at any time in the personnel of ADSS or its successors, assigns, or the ADSS Group. These Terms, including all authorisations, shall inure to the benefit of ADSS and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon you and/or your agents, personal representatives, executor, administrator, trustee, legatees, legal representative, successors and assigns as appropriate.
- 45.8 Without prejudice to any other rights to which we may be entitled, we may at any time and without notice set off any amount (whether actual or contingent, present or future) owed by you to us against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which is unascertained for any other reason and we may convert any amounts denominated in different currencies into the relevant Base Currency.

## 46 Governing Law

These Terms and all non-contractual obligations and other matters arising from or in connection with these Terms shall be governed by and shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

## 47 Definitions

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

**"Abusive Trading Strategies"** means any trading activities by you which aim to benefit from errors, latencies, internet related issues, connectivity delays and any other circumstance or malfunction of the System whereby the liquidity or pricing displayed on the System does not accurately reflect current market rates or which otherwise constitute market abuse under any Applicable Law;

**"Account"** means any account that you maintain with us for the purposes of entering into Transactions under these Terms and in which your funds or other collateral are held and in which realised profits and/or losses are credited and/or debited;

**"Account Manager"** means any trading agent, trading adviser, money manager, investment adviser, or other similar person to whom you have granted trading authority over your Account by way of a Limited Power of Attorney which has been submitted to and acknowledged by us. Where you have granted your Account Manager the authority to appoint other account managers to manage and operate your Account, the term Account Manager shall also include this person or persons;

**"Account Management Agreement"** means an agreement entered into between a Client and its Account Manager whereby the Client, amongst other things, authorises the Account Manager to trade on the Client's Account with investment discretion (subject to any limits or restrictions set by the Customer, including but not limited to factors such as risk capital and risk appetite).

**"Account Statement"** means a periodic statement of trading activities, fees, charges, commissions and other applicable charges credited or debited to your Accounts at a specific point in time;

**"Act of Insolvency"** with respect to a person means that such person

- (a) becomes unable to pay its debts or fails to pay its debts as they become due;
- (b) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (c) institutes or has instituted against it proceedings seeking a judgment of bankruptcy or insolvency (or their equivalent under legislation applicable to such party) howsoever described;
- (d) has a resolution passed for its winding-up or winding-down or liquidation; or
- (e) seeks or becomes subject to the appointment of a liquidator or trustee or other official for a substantial part of its assets;

**"ADSS"** means ADS Securities London Limited;

**"ADSS Group"** means ADSS, any undertaking that is a direct or indirect shareholder or controller in ADSS and any subsidiary undertaking of the same;

**"ADSS Materials"** means Website, System, Secure Access Website and any and all information or materials that we may supply or make available to you, including any software which forms part of those items, the Derived Data and the Derived Data Products;



"Applicable Law" means any legislation (including without limitation, constitution, statute, law, regulation, by-laws or rules), guidance, customs, usages, rulings, and interpretations of governmental authorities and self-regulatory organisations, the FCA, the European Securities and Markets Authority, exchanges, clearing houses, alternative trading systems, contract markets, derivatives transaction execution facilities, and other markets and market infrastructure which we, in our sole discretion, deem to be applicable to an ADSS entity that provides services to you and/or to you. For the avoidance of doubt, the FCA Rules shall be considered to be Applicable Law;

"Attorney" means a person, including without limitation an Account Manager or Referral Agent,

- (i) to whom you have granted a Limited Power of Attorney which has been submitted to and acknowledged by us and
- (ii) who has opened an account with us.

"Authenticators" has the meaning given in Clause 9.1;

"Base Currency" with respect to an Account, means the currency in which that Account is denominated and in which we will debit and credit that Account;

"Business Day" means any day other than a Saturday, Sunday or public holiday in the United Kingdom on which we are open for business;

"Card" means any debit card, credit card, gift card or other card (as may be updated or replaced from time to time) allowing you to make electronic payments through the Secure Access Website which requires an authorisation code;

"CFD" means any investment specified in Article 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as may be amended from time to time;

"Cost Disclosure and Client Instruction" the letter which we have provided to you as part of the account opening process if you have been referred to us by a Referral Agent.

"Client Services Team" means the employees of ADSS from time to time designated as members of our client services team;

"Derived Data" means any and all data created or derived from, or on the basis of, the Market Data using calculations, computations or any other mathematical or other manipulations or processes applied to the Market Data and that cannot be reverse engineered or back calculated to the Market Data or used as a competing product, replacement or substitute for the Market Data;

"Derived Data Products" means

- (i) the Derived Data and / or
- (ii) the product types, including without limitation, CFDs which are priced using Derived Data, in each case as supplied by ADSS to its clients;

"Eligible Counterparty" has the meaning given to this term in the FCA Rules;

"Error" has the meaning given in Clause 29.1;

"Event of Default" means each of the events listed in Clause 27.1;

"Exceptional Market Event" means the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant market or Instrument, or where we (or, where applicable, any member of the ADSS Group) reasonably believe(s) that any of the above circumstances are about to occur;

"FCA" means the Financial Conduct Authority of the United Kingdom;

"FCA Rules" means the rules of the FCA as amended or substituted from time to time including, without limitation, the Conduct of Business Sourcebook, and any guidance;

"Financial Instrument" means any instrument listed in Part 1 of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as may be amended from time to time;

"Force Majeure Event" means any event which is beyond the reasonable control of a party and which renders the performance of all or part of the obligations of such party to be virtually impossible or economically impracticable, including without limitation, acts of civil or military authorities, strikes or other labour disputes, insurrections, turmoil, wars and the like, floods, fires, droughts, pandemics and other acts of God, any Exceptional Market Event, acts and regulations of any governmental or supra national bodies or authorities which (in ADSS's reasonable opinion prevents an orderly market in relation to Orders or Transactions), as well as any event relating to power, reception or routing via internet, configuration of equipment or reliability of connections, breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, including any settlement or clearing system;

"Instrument" has the meaning given to it in Clause 4.1;

"Instruction" means any instruction, request or other communication that you give to us (including any Order) in connection with the services provided by us (including those relating to any Transaction or Open Position);

"Intellectual Property Rights" means any current and/or future intellectual property rights (whether registered or not) including any copyrights, trade marks, trade names, domain names, rights in logos and get-up, inventions, trade secrets and know-how, registered and unregistered design rights, patents, utility models, semi-conductor topographies, all rights of whatever nature in computer software and data and rights in databases and all applications for registration, renewals and/or extensions in relation to any of the above and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world;

"Liabilities" means any of your obligations to us or any member of the ADSS Group under these Terms or under any other agreement including without limitation the obligation to pay an amount on its due date or on demand, charges, costs, fees, expenses (including lawyers' fees), Losses or other liabilities;



**"Limited Power of Attorney"** means the document pursuant to which you appoint an Attorney to act and/or give Instructions on your behalf in connection with your Account;

**"Loss" or "Losses"** means any and all losses, damages, costs, fees (including, but not limited to, lawyers' fees), charges, expenses, disbursements, taxes, duties or levies, obligations, penalties, claims, demands, actions, proceedings, judgments, suits of whatsoever nature and regardless of how they arise.

**"Margin"** means any deposits of cash or other collateral acceptable to us that we require you to hold with us in order for you to open a Transaction or maintain an Open Position;

**"Margin Call Warning"** means a demand for such sums by way of Margin (whether by telephone, by email or in any other form set out on our Website) as we may, in our sole and absolute discretion, require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under these Terms;

**"Margin Requirement"** means the amount of Margin that you are required to deposit and/or hold with us as consideration for entering into a Transaction and/or maintaining an Open Position;

**"Market Data"** means information and data about financial instruments, information and data about the issuers of financial instruments, indices and/or other information and data made available from time to time as part of any product or service offered by third-party sources and providers in whatever update frequency;

**"Negative Balance Protection"** means the overall limit on losses that we guarantee Retail Clients when such clients are trading Restricted Speculative Investments. The Negative Balance Protection applies when the conditions in clause 18.4 are met. When the Negative Balance Protection applies, any loss is limited to the total funds relating to the trading of Restricted Speculative Investments that are in the Retail Client's Account;

**"Net Equity"** has the meaning given to it in clause 17.8;

**"NFC-"** means an entity that:

- (a) is either: (i) a non-financial counterparty (as defined in UK EMIR); or (ii) an entity established outside the United Kingdom that, to the best of its knowledge and belief, having given due and proper consideration as to its status, would constitute a non-financial counterparty (as defined in UK EMIR) if it were established in the United Kingdom; and
- (b) is not subject to the clearing obligation (as set out in Article 4 of UK EMIR) with respect to any asset class or would not be subject to the clearing obligation with respect to any asset class if it were established in the United Kingdom.

**"Open Position"** means a Transaction which has not been liquidated or closed in whole or in part under these Terms (and if a Transaction has been liquidated or closed in part, the unliquidated or unclosed portion shall constitute an Open Position);

**"Order"** means an instruction or a request from you to purchase or sell an Instrument at a price quoted by us;

**"Order Execution Policy"** means the Order Execution Policy document that is posted on our Website, as updated from time to time;

**"Policy"** means a policy made by ADSS or the respective title holders such as third-party exchanges or other sources or providers that relates to the receipt or Use of Market Data or Derived Data Products or otherwise relates to these Terms;

**"Potential Event of Default"** means any event which, with the giving of notice or the lapse of time (or both) would constitute an Event of Default;

**"Professional Client"** has the meaning given to this term in the FCA Rules;

**"Principal"** means a person that is counterparty to a Transaction for its own account and is responsible for the performance of the obligations relating to that Transaction (whether or not that person has underlying clients or other third parties on behalf of whom they are acting);

**"Referral Agent"** means a person who has referred you to us (including an introducing broker);

**"Restricted Option"** means an option contract that, in our sole discretion, satisfies all of the following criteria:

- (a) the option is in-the-money when it is entered into;
- (b) the value of the option is determined by a one-to-one fluctuation in the value or price of the asset that is underlying the option; and
- (c) the value of the option is not significantly affected by the time to expiry; **"Restricted Speculative Investment"** means any:
  - (a) leveraged CFDs (including, without limitation, spread bets and rolling spot forex contracts); and
  - (b) Restricted Options, provided, in each case, that they are Financial Instruments.

For the avoidance of doubt, and without limitation, all Contracts for Differences, shall be Restricted Speculative Investments.

**"Retail Client"** has the meaning given to this term in the FCA Rules;

**"Risk Warnings"** means the Risk Warnings document annexed to these Terms as updated from time to time, a copy of which is available on our Website;



**"Schedule of Charges"** means:

- (i) the document entitled "Schedule of Charges" that is applicable to all accounts which is posted on our Website, as updated from time to time; and
- (ii) each relevant market information sheet and charges document that is applicable to your Account which is posted on our Website, as updated from time to time;

**"Secure Access Website"** means, as applicable, a password protected section of our Website (or any other website notified to you by us) or the System, through which you can access your Account;

**"Service Provider"** means a person or firm who is not an agent of ADSS or the ADSS Group, who provides a third party service, including but not limited to, any trading program, signal, advice, risk management or other trading assistance, which may have direct access or connectivity to your Account;

**"System"** means the password protected online or downloadable electronic facility where you can trade with us under these Terms and which can be downloaded and/or accessed using any electronic means (such as a website) or device (such as a computer, tablet, mobile phone);

**"Terms"** means these Terms of Business between you and us (which shall, for the avoidance of doubt, include Annex 1 hereto) and the duly completed Application for opening a margin trading account;

**"Third party payment"** means a monetary payment credited to your Account which was not initiated by you or a monetary payment debited from your Account to someone other than you except (i) to a Referral Agent, to the extent that you have been referred to us through a Referral Agent, in respect of any fees that you have incurred with respect to the services provided to you by the Referral Agent and which have been paid to us in accordance with Clause 22.3 or (ii) to your Account Manager on the basis of your instruction and a Limited Power of Attorney and/or an Account Management Agreement, as applicable.

**"Transaction"** means a contract or a transaction in an Instrument between you and us which has been accepted and executed by us in accordance with these Terms;

**"UK EMIR"** means Regulation (EU) No 648/2012, as amended from time to time, as such Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018; and

**"Website"** means any website of ADSS from time to time including, which is [www.adss.com/en-gb/](http://www.adss.com/en-gb/) as of the date of these Terms.

## Annex 1 - UK EMIR Provisions

### Part A Summary of UK EMIR requirements

As a result of the requirements of UK EMIR (as defined below), we set out below and in Part B the basis on which we will deal with you in relation to derivative transactions where such transactions fall within the scope of UK EMIR.

<b><u>Counterparty Classification</u></b>	The application of particular requirements in UK EMIR to us when dealing with our clients varies depending on whether our clients are classified as financial counterparties above one or more of the clearing thresholds ("FC"), financial counterparties below all of the clearing thresholds ("SFC"), non-financial counterparties below all of the clearing thresholds ("NFC-") or non-financial counterparties above one or more of the clearing thresholds ("NFC+"). So it is important that you confirm your categorisation under UK EMIR to us, to enable us to ascertain whether and how particular requirements in UK EMIR apply to us when dealing with you.
<b><u>Timely Confirmation</u></b>	Before any counterparty ("UK EMIR Counterparty") enters into non-cleared over the counter ("OTC") derivatives with another counterparty, Article 11 of UK EMIR requires such UK EMIR Counterparties to ensure that procedures are in place that enable both counterparties to confirm the terms of such derivative transactions within specific timelines. We currently issue confirmations to you following the conclusion of derivative contracts that we enter into with you.
<b><u>Portfolio Reconciliation</u></b>	Prior to entering into non-cleared OTC derivative transactions with you, we may be required to reach agreement with you on the process to reconcile the key terms of our non-cleared OTC derivatives portfolios in order to identify any discrepancies. The process that we wish to put in place with you is set out in Part B below.
<b><u>Dispute Resolution</u></b>	We need to have agreed procedures with our UK EMIR Counterparties to identify disputes relating to the valuation of the contract or collateral, to monitor such disputes and to resolve them in a timely manner (implementing a specific process for disputes that are not resolved within five business days). Additional reporting requirements apply to counterparties that are categorised as FCs and SFCs in accordance with Commission Delegated Regulation (EU) No 149/2013, as such Commission Delegated Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018.
<b><u>Trade Reporting</u></b>	UK EMIR Counterparties will be subject to the trade reporting requirements set out in Article 9 of UK EMIR. This requires UK EMIR Counterparties to report common and counterparty data (as defined in UK EMIR) to a trade repository registered with the Financial Conduct Authority or recognised by the Financial Conduct Authority when they enter into, modify and/or terminate derivative contracts that are within the scope of UK EMIR by the end of the next working day. The reporting requirement applies to OTC, exchange traded, cleared and non-cleared derivative contracts (in each case, that are within the scope of UK EMIR). Additional reporting requirements apply to counterparties that are categorised as FCs, SFCs and NFC+s, including reporting mark to market valuation of exposures as well as collateral values.
<b><u>Central Clearing</u></b>	Where both counterparties are categorised as an FC and/or an NFC+ and they enter into an OTC derivative that has been declared subject to the mandatory clearing obligation pursuant to the procedure in Article 5 of UK EMIR then that OTC derivative transaction must be centrally cleared through a CCP.
<b><u>Margin Requirements</u></b>	Counterparties that are categorised as an FC, SFC and/or NFC+ and enter into OTC derivative transactions that are subject to the margin requirements set out in Article 11 of UK EMIR must exchange variation margin and initial margin.
<b><u>What action should you take?</u></b>	You should take your own legal and operational advice in respect of your ability to meet the requirements in UK EMIR.



## Part B: UK EMIR Terms

### Section 1: Counterparty Categorisation

#### (1) Non-Financial Counterparty Categorisation

To the extent that you: (i) are not excluded from the scope of UK EMIR, (ii) are not a natural person; (iii) are not a financial counterparty (as such term is defined in UK EMIR), and (iv) have not otherwise notified us in writing, you shall be deemed to represent to us at all times while any Transaction remains outstanding between us that:

- (a) you are either: (i) a non-financial counterparty (as such term is defined in UK EMIR); or (ii) an entity established outside the United Kingdom that would be categorised as a non-financial counterparty (as defined in UK EMIR) if you were established in the United Kingdom; and
- (b) you are not subject to the clearing obligation pursuant to UK EMIR (or, in respect of an entity under subparagraph (a)(ii) above, would not be subject to the clearing obligation if you were established in the United Kingdom) in respect of such Transaction. For the purposes of this subparagraph (b), it is assumed that the Transaction is of a type that has been declared to be subject to the clearing obligation in accordance with Article 5 of UK EMIR and is subject to the clearing obligation in accordance with Article 4 of UK EMIR (whether or not in fact this is the case), and that any transitional provisions in UK EMIR are ignored.

#### (2) Change of UK EMIR categorisation

If the representation in Section 1 above proves to be or has been incorrect or misleading in any material respect when made or deemed to be made or repeated by you, you shall notify us in writing (including by email) (a "Categorisation Notice") as soon as is reasonably practicable. The Categorisation Notice should be sent to our Compliance Officer and will take effect on the first business day following the date of its receipt by us.

### Section 2: UK EMIR Risk Mitigation Techniques

#### (I) Timely confirmation

In respect to any Transaction entered into between us, you will as soon as possible and at the latest by the Timely Confirmation Deadline (acting in good faith and a commercially reasonable manner) either: (i) confirm to us in writing (which includes email and electronic messaging) that you accept and agree to the terms of the Confirmation by the next working day; or (ii) deliver to us a written notice stating that (in your opinion) the terms of the Confirmation do not accurately reflect the terms of the Transaction (and also stating which terms are inaccurate and what such terms should be (a "Confirmation Dispute Notice").

If you deliver a Confirmation Dispute Notice with respect to a Transaction to us by the Timely Confirmation Deadline, we will, acting in good faith and a commercially reasonable manner, attempt to resolve the differences and confirm such Transaction as soon as possible.

If you do not confirm the terms of the Confirmation or do not deliver to us a Confirmation Dispute Notice by the Timely Confirmation Deadline, you will be deemed to have agreed to the terms of the Confirmation and to have confirmed the Confirmation by the Timely Confirmation Deadline.

#### (II) Portfolio Reconciliation

On each Data Delivery Date we will provide Portfolio Data to you. If you do not notify us that the Portfolio Data contains discrepancies on or prior to the fifth business day following the Data Delivery Date, you shall be deemed to have affirmed such Portfolio Data.

#### (III) Dispute Resolution

You agree that the following procedure shall be used to identify and resolve Disputes between us with respect to a Transaction:

- (a) either party may identify a dispute by sending a Dispute Notice to the other party;
- (b) on and following the Dispute Date, the parties will consult in good faith to resolve the Dispute in a timely manner, including, without limitation, exchange of any relevant information and by identifying and using any process agreed between the parties in respect of a Dispute which can be applied to the subject of the Dispute; or where no such agreed process exists or the parties agree that such agreed process would be unsuitable, determining and applying a resolution method for the Dispute; and
- (c) with respect to any Dispute that is not resolved within five business days, the parties shall escalate issues internally to appropriately senior members of staff in addition to action under (b) immediately above.

Each party consents to the disclosure of its name and any common data (as defined in Article 9 of UK EMIR and Commission Delegated Regulation (EU) No 148/2013, as such Commission Delegated Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018) that is required to be reported under UK EMIR associated with any OTC or exchange traded Transaction (to which both parties are party) to either: (i) a legal or regulatory authority whose rules or requirements with respect to disclosures are applicable; and/or (ii) an authorised trade repository as defined in UK EMIR. Both parties: (a) consent to the disclosure of the data directly to any legal or regulatory authority whose rules and requirements with respect to disclosure are applicable or authorised trade repository; and (b) acknowledge and agree such consent overrides and otherwise voids any existing privacy or confidentiality obligation owed (by law, contract or otherwise) and is for the parties' benefit.



## Definitions

As used in this Annex 1:

"**CCP**" means a central clearing house authorised under Article 14 of UK EMIR or recognised under Article 25 of UK EMIR to provide clearing services.

"**Cleared**" means an OTC derivative that has been declared subject to the mandatory clearing obligation under UK EMIR.

"**Confirmation**" means, with respect to a Transaction, one or more documents or other confirming evidence exchanged between us (including by means of an electronic messaging system or e-mail) or otherwise effective which, taken together, confirm all of the terms of a Transaction.

"**Data Delivery Date**" means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the business day immediately prior to the PR Due Date.

"**Data Reconciliation**" means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party's own books and records of all outstanding Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.

A "**derivative contract**" means a financial instrument as set out in points (4) to (10) of paragraph 1 of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

"**Dispute**" means any dispute between the parties

- (i) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to this procedure under UK EMIR and
- (ii) in respect of which a Dispute Notice has been effectively delivered.

"**Dispute Date**" means, with respect to a Dispute, the date on which a Dispute Notice is delivered effectively by one party to the other party save that if, with respect to a Dispute, both parties deliver a Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date.

"**Dispute Notice**" means a notice in writing which states that it is a dispute notice and which sets out in reasonable detail the issue (including, without limitation, the Transaction(s) to which the issue relates) subject of the Dispute.

An "**exchange traded derivative**" means a derivative contract whose execution takes place on a UK regulated market (within the meaning of Article 2(1)(13A) of UK MiFIR) or a third country market considered as equivalent to a UK regulated market pursuant to Article 2a of UK EMIR.

"**Joint Business Day**" means a day that is a business day in respect of each party.

"**Key Terms**" means with respect to a Transaction and a party, the Valuation of each Transaction and such other details the relevant party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Transaction. For the avoidance of doubt,

"**Key Terms**" do not include details of the calculations or methodologies underlying any term. An "OTC derivative" means a derivative contract that is not an exchange traded derivative.

"**Portfolio Data**" means the Key Terms in relation to all outstanding Transactions between the parties in a form and standard that is capable of being reconciled, with a scope and level of detail that is reasonably acceptable to the other party. Unless otherwise agreed between the parties, the information comprising the Portfolio Data to be provided by a party on a Data Delivery Date will be prepared as at the close of business on the immediately preceding business day and specified in writing by us to you.

"**Portfolio Reconciliation Requirements**" means the requirements the parties are subject to in accordance with Article 11(1)(b) of UK EMIR as supplemented by Article 13 of Commission Delegated Regulation (EU) No 149/2013, as such Commission Delegated Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018.

"**PR Due Date**" means each date agreed as such between the parties, provided that the PR Due Date will be the PR Fallback Date where either (a) no date is agreed or (b) the agreed date occurs after the PR Fallback Date.

"**PR Fallback Date**" means:

- (a) in respect of the PR Period starting on the PR Requirement Start Date, the last Joint Business Day in such PR Period; and, otherwise,
- (b) the last Joint Business Day in the PR Period starting on the calendar day immediately following the last calendar day of the immediately preceding PR Period. If there is no Joint Business Day in a PR Period, the PR Due Date will be the first Joint Business Day following the end of the PR Period.

"PR Period" means, with respect to the parties:

- (a) if the Portfolio Reconciliation Requirement requires Data Reconciliation to occur each business day, one Joint Business Day;
- (b) if the Portfolio Reconciliation Requirement requires Data Reconciliation to occur once per week, one calendar week;
- (c) if the Portfolio Reconciliation Requirement requires Data Reconciliation to occur once per quarter, three calendar months; or
- (d) if the Portfolio Reconciliation Requirement requires Data Reconciliation to occur once per year, one calendar year.



"**PR Requirement Start Date**" means the first calendar day on which the Portfolio Reconciliation Requirements apply mutually to the parties.

"**Relevant Transaction**" means any Transaction between the parties which is subject to the clearing obligation pursuant to Article 4 of UK EMIR.

"**Timely Confirmation Deadline**" means the later of

- (i) the business day immediately following the date of receipt of the Confirmation, and
- (ii) the end of the latest day by which the Transaction must be confirmed in accordance with Article 12 of Commission Delegated Regulation (EU) No 149/2013, as such Commission Delegated Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018.

"**UK EMIR**" means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012, as such Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018.

"**UK MiFIR**" means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, as such Regulation forms part of the domestic law of the United Kingdom by virtue of Section 3 of the European Union (Withdrawal) Act 2018. "Valuation" means with respect to a Transaction, the valuation attributed to such Transaction by a party in accordance with Article 11(2) of UK EMIR, if any, and otherwise in accordance with Article 11(1)(b) of UK EMIR.