

**DERIVATIVES TRADING CONTRACT  
SUPPLEMENTAL CONTRACT FOR DERIVATIVES TRADING SERVICES**

**Preamble**

**Whereas**

- you have signed the FinecoBank S.p.A (the "Bank" or "we" or "us") Terms of Business with the same account title and you acknowledge that you must be a Bank accountholder for the purposes of using our Derivatives transaction services under the terms of this Derivatives Trading Contract;
- you wish to execute Derivatives transactions which may require the deposit of Collateral or Margin and which transactions may be executed outside a Regulated Market, MTF or OTF;
- you acknowledge that you have read and understood the following **Risk Warning**: CFDs are complex instruments and come with a high risk of losing money rapidly, due to leverage.
- **A high percentage of retail investor accounts lose money when trading CFDs with this provider.** You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.
  - Most investors lose money on these products.
 In addition to these risks you should be aware that:
  - CFDs we execute with you will be subject to an automatic stop loss and we will close out your position without warning if the stop loss trigger price is reached.
  - Commissions or spreads will be based on the full investment exposure of your deposited funds. Trading fees will be applied for overnight financing arrangements to maintain your position. These charges will impact your financial return.
- you acknowledge that you have received from us the following documents and have expressly accepted them:
  - i) the **"Information Document"** containing information about the investment services we offer, the nature and risks affecting financial products and Financial Instruments offered, the costs and expenses applicable to the investment services, the commissions and benefits paid to, or received by us (incentives or inducements) in relation to the services provided;
  - ii) the **"Managing Conflicts of Interest Policy"**, describing the Bank's policy for the management of conflicts of interest which can be found in Annex II to the Bank's Terms of Business;
  - iii) the **"Order Execution Policy"** describing the Bank's order execution policy which can be found in Annex I to the Bank's Terms of Business;
- you acknowledge that you have received, before signing this Derivatives Trading Contract, detailed information concerning the nature and risks of Derivatives trading and information concerning the nature, risks, and operation of trading Derivatives on Margin including an explanation of the leverage effect and its impact upon the nature and risks of such trading;
- With reference to the Options that we trade Over the Counter acting as principal with you, we make available detailed information concerning the characteristics and the risks of such Derivatives;

- you have provided us as requested, information concerning your knowledge and experience of investing and trading products. For this purpose, you acknowledge that the MIFID questionnaire has been duly completed and provided to us, and will be immediately updated by you in the event of any changes concerning the information provided by accessing the Client Area of our website (www.finecobank.com). You acknowledge that you have demonstrated your specialist knowledge of Derivatives by satisfactorily completing the test for trading on Derivatives. You acknowledge that you will not be able to commence any activity on Derivatives on your account unless you have completed the "MIFID questionnaire" and satisfactorily passed the "test for trading on Derivatives";
- we may act in the capacity of principal or in the capacity as agent for the execution of Derivative transactions with or for you and may also use third-party intermediaries for the purposes of executing your orders;
- you acknowledge and recognise that the execution of transactions covered by this Derivatives Trading Contract is subject to the rules, regulations and legitimate actions of the Markets where such transactions are executed and the terms required by any clearing house or central counterparty in relation to such transactions and therefore any amendment of such rules and regulations may automatically result in an amendment of the provisions of this Derivatives Trading Contract;
- you acknowledge that the Bank, in relation to the services covered by this Derivatives Trading Contract, does not provide any advice or recommendations on the merits of any Derivatives or Derivative transactions or investments;
- you acknowledge that you have been informed of your right to cancel this agreement as set out at section 17 of the Terms of Business within 14 days of signing this Derivatives Trading Contract without incurring any penalties, but that the cancellation does not apply to any services which have been performed before you exercise your cancellation rights;
- you acknowledge that you have understood the following financial and contractual terms concerning the Derivative investment services provided under this Derivatives Trading Contract and further understand and fully accept the General Information on Products/ Services published on the Client Area of our website;
- you acknowledge that some Derivatives are offered to Professional Clients only. you acknowledge that this Derivatives Trading Contract is supplemental to the Bank's Terms of Business and that the terms of this Derivatives Trading Contract shall prevail in the event of any inconsistency with the Terms of Business unless the context otherwise requires;
- you acknowledge that this Derivatives Trading Contract must be signed by digital signature with reference to the relevant information available on our website and after having requested a copy of the necessary certificates, under the provisions of the Operational Manual of the Accredited Certifier for remote signature concerning Fineco Services available on our website.

In view of the above acknowledgements and declarations the following terms are agreed:

**Financial Terms**

Any information concerning the financial terms applicable to exchange listed Derivatives are available on our website. Information on the financial terms applicable to CFDs (including FX CFDs) Bid/Ask quotes for each Derivative product are available on the Client Area of our website and on our electronic trading platforms. This information is updated from time to time and it is your responsibility to check and maintain familiarity with the currently applicable terms prior to placing any transaction order.

**IDEM and Eurex:**

Futures on indexes as not specified otherwise	€ 0.95 per lot		
Mini FTSE MIB, DJ Eurostoxx50, DJ Stoxx50	€ 0.95 per lot		
Micro FTSE MIB	€ 0,95 per lot		
Mini Dax	€ 0.75 per lot		
Micro Futures	€ 0.75 per lot		
Bond futures as not specified otherwise	€ 2.00 per lot		
Futures on sectorial indexes as not specified otherwise	€ 2.00 per lot		
Options as not specified otherwise	€ 3,95	€ 2,95*	€ 1,95**
Eurex monthly fee	£ 15,00	Free	Free

\* Reduced commission rates are applicable where commissions paid exceed € 500 in one month for IDEM and EUREX markets. The reduced commission rate is maintained for the following month.

\*\* Reduced commission rates are applicable where commissions paid exceed € 10,000 in one month for IDEM and EUREX markets. The reduced commission rate is maintained for the following month.

**CME and CBOE:**

Futures on indexes as not specified otherwise	\$ 1.95 per lot		
Nikkei Index (\$)	\$ 2.70 per lot		
Micro Futures	\$ 0.70 per lot		
Futures on currencies as not specified otherwise	\$ 2.50 per lot		
Futures on Commodities as not specified otherwise	\$ 2.00 per lot		
Futures on US Treasuries as not specified otherwise	\$ 2.00 per lot		
US options	\$ 3,95	\$ 2,95*	\$ 1,95**
US stock options - exercise****	\$ 20	\$ 20	\$ 20
US stock options - underlying dividend detach ****	\$ 1	\$ 1	\$ 1
CME monthly fee	Free	Free	Free
CBOE monthly fee	£ 1.5***	Free	Free

\* Reduced commission rates are applicable where commissions paid exceed \$ 500 in one month for the CBOE markets. The reduced commission rate is maintained for the following month.

\*\*Reduced commission rates are applicable where commissions paid exceed \$ 10,000 in one month for the CBOE markets. The reduced commission rate is maintained for the following month.

\*\*\*Free after having executed at least 1 trade in one month

\*\*\*\* For US stock options:

- a fixed commission of \$ 20 for exercise will be applied.

- Should the underlying of the option detach dividend, a \$ fee will be applied for each lot of the position (both long and short) in the portfolio at the end of the trading day prior to the dividend ex- date.

**Client's proposal**

To: FinecoBank S.p.A. Via Rivoluzione d'Ottobre 16 - 42123 Reggio Emilia (RE) - Italy

**Financial Terms**
**LEVERAGED CERTIFICATES, ETC AND ETN**
**European markets**

Leveraged certificates	€ 3.95
ETCs – ETNs	€ 3.95

**US Markets**

ETCs – ETNs	\$ 3.95
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**Canadian Markets**

ETCs – ETNs	CAD 10
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**CFD LOGOS - Classic CFD**

Fixed commission	There is no fixed commission for CFD transactions. Ours fees are taken from a Mark-up or Spread.
Buying and selling prices	CFD quoted Bid/Ask Prices, as published on our website (including the Mark-up)
Mark-up*	min 0 – max 0.19%
* It indicates the minimum and maximum Mark-up thresholds which we apply to Bid/Ask prices as detected in real-time the underlying asset. The exact Mark-up value charged to the Bid/Ask quotation of each CFD is specified in the Client Area of the website.	
Spread**	min 0 – max 0.6%
** The minimum or maximum Bid/Ask Spread for those CFDs where the Bank determines its quoted price with reference to the value of the Underlying Asset (rather than applying a Mark-up). The Spread is reduced (for the calculation of the Bid price) or increased (for the calculation of the Ask price) so that the Spread never exceeds the minimum/maximum threshold stipulated. If the value of the Underlying Asset is expressed in terms of Bid/Ask price, then the Spread will be determined with reference to the "Mid-price" (the mean value of Bid price and Ask price of the Underlying Asset).	

**Cost for Multi-day Positions**

For open CFD positions lasting more than one day a Multi-day Position Fee, net of the margin guarantee shall be payable by you, on the following terms:

- Long CFD positions with with underlying indices, futures on bonds and commodities: Euribor 1m 360 (\*\*)(\*\*\*) + 2.50%
- Short CFD positions with with underlying indices, futures on bonds and commodities: Euribor1m360 (\*\*)(\*\*\*) – 2.50%
- Long CFD positions with underlying shares: Euribor 1m360 (\*\*)(\*\*\*) + 2.50%
- Short CFD positions with underlying shares: 2.50%

\*\* Euribor (European Interbank offered rate) is an interbank rate, the interest rate by which banks lend money to other banks in the interbank market and it is published daily.

\*\*\* CFDs in a non-euro currency, in the formula for calculating the Multi-day Position Fee to apply to Multi-day positions, in place of Euribor, the average between Bid/Ask values of the Rates of trading currency shall be used and published daily in the Client Area of our website.

**FX CFD**

Fixed commissions	There is no fixed commission for FX CFD transactions. Ours fees are taken from Spread.
Trading Price	Bid/Ask Prices quote for CFDs as published on our website*
* Quotes reflect the trend of the Underlying Asset's Bid/Ask price, showing spread not exceeding those shown in each relevant section of the Client Area of our website.	

**Multi-day Position Fees**

For FX CFD positions held open for longer than a day, a Multi-Day Position Fee will be applied to the trade value, as follows:

Long and short positions on FX CFD: +2.95% + a variable amount based on the Rates for the Currency Pair

**DAILY OPTIONS**

Fixed commissions	There is no fixed commission for DAILY OPTIONS transactions. Ours fees are taken from Spread.
Trading Price (with spread)	Bid/Ask Prices quote for DAILY OPTIONS as published on our website*
Spread**	min 0 – max 30 index point
** The minimum or maximum Bid/Ask Spread for those CFDs where the Bank determines its quoted price with reference to the value of the Underlying Asset (rather than applying a Mark-up). The Spread is reduced (for the calculation of the Bid price) or increased (for the calculation of the Ask price) so that the Spread never exceeds the minimum/maximum threshold stipulated. If the value of the Underlying Asset is expressed in terms of Bid/Ask price, then the Spread will be determined with reference to the "Mid-price" (the mean value of Bid price and Ask price of the Underlying Asset).	

**CFD Logos Time**

Fixed Commissions	There is no fixed commission for CFD Logos Time transactions. Our fees are taken from the difference between 1 and the Payout factor applied.
Trade price	Bid/Ask Prices quote for CFDs as published on our website
Payout factor*	min 0.5 – max 1
* The stipulated percentage of the gain for each transaction concluded. Should you suffer loss, the amount of your loss is the total Margin deposited for the relevant transactions.	

## Client's proposal

To: FinecoBank S.p.A. Via Rivoluzione d'Ottobre 16 - 42123 Reggio Emilia (RE) - Italy

## II &gt; Legal Terms

**Article 1 – Definitions**

Defined terms in the Bank's Terms of Business shall have the same meaning in this Derivatives Trading Contract which is supplemental to the Bank's Terms of Business. The terms of this Derivatives Trading Contract shall prevail in the event of any inconsistency with the Terms of Business unless the context otherwise requires.

In this Derivatives Trading Contract and, subject to the paragraph above, the following words and phrases have the following meanings:

**"Applicable Laws"** means:

- (i) all applicable laws, rules, regulations, instruments and provisions in force from time to time as maybe applicable to either of the parties of the Agreement ;
- (ii) the rules of a relevant market in which we may carry on business on your behalf; and
- (iii) rules, principles and codes of practice of any regulatory authority to which the parties are subject, including the FCA Rules as maybe applicable to either of the parties of the Agreement;

**"Ask Price"** means the price which we will enter into a sell or short Derivatives transaction with you;

**"Bank"** means FinecoBank S.p.A, Milano, Piazza Durante 11;

**"Bid Price"** means the price which we will enter into a buy or long Derivatives transaction with you;

**"CFD"** means a contract for differences within the meaning of Article 85(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;

**"Client Area"** means the section of our website dedicated to Derivatives;

**"Derivatives"** means a futures or forward contract, an option or a CFD;

**"Derivatives Trading Contract"** means this contract, which supplements the Bank's Terms of Business and is the framework agreement for operations in Derivatives;

**"FCA"** means the UK Financial Conduct Authority;

**"Financial Instruments"** has the meaning given to that term in the Terms of Business;

**"Financial Terms"** means the applicable terms as set out in Part I of this Derivatives Trading Contract;

**"Force Majeure Event"** has the meaning set out at Article 14(4);

**"General Information on Products/Services"** means the information and provisions set out in Annex 1, hereto;

**"Hedging Disruption"** means circumstances where we are unable, after using commercially reasonable (but no greater) efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset we deem necessary to hedge any risk related to or in connection with the relevant transaction or (ii) realise, recover or remit the proceeds of any such transaction or asset;

**"Intermediary"** means an authorised intermediary who may execute a client order for the Bank;

**"Intraday"** has the meaning set out at Article 9(13);

**"Losses"** has the meaning set out at Article 14(2);

**"Manifest Error"** has the meaning set out at Article 14(9);

**"Margin"** means cash collateral deposited by you with us as security against losses which you may suffer and includes initial margin, variation margin, intraday margin and any money (excluding Premiums), which is deposited for the purpose of securing your transaction performance obligations as may be required by us, Intermediary central counterparty, clearing house or Market;

**"Margin Derivatives"** means Derivatives which require the deposit of initial margin to open a position;

**"Market(s)"** means regulated market, multilateral trading facility(MTF) and organised trading facility (OTF) (as those terms are defined in the Terms of Business);

**"Merger Event"** means in respect of any Underlying Asset which is a share:

- (a) any reclassification or change of the Underlying Asset that results in a transfer of or an irrevocable commitment to transfer all outstanding shares of the same class as the Underlying Asset to another person, whether by consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant Underlying Asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person and which does not result in a reclassification or change of all outstanding shares of the same class as the Underlying Asset); or
- (b) any consolidation, amalgamation or merger of, or binding exchange of shares in, the issuer of the Underlying Asset or its subsidiaries with or into another person in which the issuer is the continuing person and which does not result in a reclassification or change of all outstanding shares of the same class as the Underlying Asset but results in the shares outstanding (excluding securities owned or controlled by such other person) immediately prior to such event collectively representing less than 50% of the outstanding shares immediately following such event;

**"Multi-day"** has the meaning set out at Article 9(13);

**"Negative Balance Protection"** means the protection, related to CFD transactions, from events that may result in losses exceeding the Margin and that limits your aggregate liability for your CFD trading with us to the funds in your account. This provision does not apply for Professional Clients.

**"Non-Margin Derivatives"** means Derivatives which do not require the deposit of Margin to open a position;

**"Premium"** means the amount paid to purchase an option or the amount received for the sale of an option;

**"Professional Client"** has the meaning given to that term as set out in Annex IV of the Terms of Business and means a client who requested, and qualified for, categorisation as a Professional Client rather than as a Retail Client.

**"Take-Over or Substantial Acquisition Offer"** means with respect to any CFD transaction which relates to shares, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any person that results in such person purchasing or otherwise obtaining, or having the right to purchase or otherwise obtain, by conversion or other means, a substantial percentage of the outstanding voting shares of the issuer of such shares;

**"Terms of Business"** means the terms of business for FinecoBank services in the United Kingdom;

**"Underlying Asset"** means the Financial Instrument or other asset, property or investment with reference to which the value of the Derivative is determined;

**"Working Day"** means a day on which the authorised intermediaries are open and operate on the related Market.

**Article 2 – Preamble and General Information on Services/Products**

The Preamble and General Information on Products/Services form part of and are incorporated in the Derivatives Trading Contract.

**Article 3 – Derivatives Trading Contract Details**

- These terms cover the services of arranging and executing Derivative transactions, also executed on own account, by the Bank for you, within the limits prescribed under this Agreement and currently offered by the Bank, and they cover any other derivative that we, as the Bank, may offer from time to time.
- Provisions relating to the content and scope of the services referenced in Article 3(1), together with the list of Derivatives that may be traded and the Markets where they may be traded are listed in this Derivatives Trading Contract and may be found in the Client Area of our website in the General Information on Products/Services The Bank makes available, in the client area of the website, the updated list of Derivatives reserved to Professional Clients (e.g. CFD Logos Time). The limitations to Derivatives according to the client's classification are specified in the relevant PRODUCT DETAILS included in the General Information on Services/Products. Further limitations may be applicable under the law of the client's jurisdiction.
- These terms are generally applicable to all Derivative transactions such that all orders placed by you, including orders to close one or more positions, will be governed by these terms.
- It is expressly agreed that each Derivatives transaction shall be considered under these terms as independent and discrete from any other transaction unless the content otherwise requires.
- We reserve the right to amend these terms, even if the amendment may have an unfavourable effect on you, as provided in Section 1 of the Terms of Business. We also reserve the right to alter the General Information on Products/Services by giving you written notice which may be given by email or other means of electronic communication.

**Article 4 – Obligations**

- We shall offer our arranging and order execution services for:
  - Derivatives traded on Markets such as futures, Options, CFDs, CFDs on Market Indices.
  - Derivatives executed outside Markets such as swaps, Options, CFDs.
  - Derivatives for which the Underlying Asset is also a Derivative.
- The execution of Derivative transactions may be performed by an Intermediary authorised to act as an executing broker particularly in Regulated Markets (exchanges) where we are not authorised to act as an executing broker or as a clearing member.
- You acknowledge that your transaction orders may be aggregated with other orders for execution, if permitted by the applicable law, regulation or rules from time to time, including with orders of other companies which are part of the same group of the Bank and/or with orders of other clients of the Bank and/or with orders of an Intermediary appointed by the Bank from time to time, in a manner consistent with the nature of the orders and to the extent that the relevant rules of the market where such orders need to be executed do not require the establishment of prices referable to single transactions. In no case shall orders of the Bank made on its own behalf be aggregated with the orders of clients of the Bank.
- You acknowledge that Market trading hours and terms for Derivative transactions or transactions in their Underlying Asset are subject to Market rules and custom which we or any Intermediary acting on our behalf must observe notwithstanding any adverse impact this may have for the execution of your order.
- Your Financial Instruments, held by us, including those held in dematerialised form, are held on a segregated basis separate from the holdings of the Bank and other clients.
- You acknowledge that there is no guarantee or certainty whatsoever that Derivatives transactions will generate a profit or that any profit generated will not be lost as long as the Derivative position is open. You acknowledge that any tax cost relating to transactions involving Financial Instruments acquired and subscribed (including, without limitation, all stamp duty, registration and other similar taxes) will be borne by you (whether by deduction from your account or any other account maintained for you by the Bank, or otherwise).
- With respect to Derivative transactions you acknowledge that:
  - The market value of Derivative transaction contracts is subject to significant fluctuation.
  - Derivative transactions carry a high risk of loss which, subject to the provision of Negative Balance Protection, may exceed the amount of Collateral or Margin provided to us.
- With respect to FX CFD transactions you acknowledge that:
  - The execution of FX CFD orders is subject to the high volatility of the underlying currency exchange rates.
  - Since the foreign exchange market is operational 24 hours a day Monday-Saturday, we apply certain Trading Hours for order placement as provided for in the General Information on Products/Services. Any FX CFD Multi-day positions you hold are subject to volatility risk over the period in which you are not able to place orders. In order to limit volatility risk you may place conditional orders.
- For the positions opened by a Professional Client, which has been recategorised as a Retail Client, the Bank will not automatically close the positions (in advance of the original deadline), at the date of the reclassification but will continue with the original leverage.
- You shall indemnify the Bank against any cost, loss or liability that the Bank incurs in relation to all stamp duty, registration, excise and other similar taxes and duties payable in respect of any Derivative transaction and/or in respect of the payment or provision to the Bank (or re-transfer by the Bank) of any amount of or in respect of Margin.
- The difference between the Daily Options Bid/Ask price quoted by us represents our remuneration for the activities we carry out in relation to them. As the remuneration may be changed at any time by using our discretion within the Spreads included in the General Information on Services/Products for each Underlying Asset, it is possible to identify an "interest" of ours which may conflict with your interest. Moreover, with reference to the Daily Options you are aware that the Underlying Asset is represented by CFD issued by us, therefore a further conflict of interest of ours potentially exists.
- All sums payable under this Derivatives Trading Contract shall be paid free and clear of all deductions and withholdings in respect of tax, except those required by law. If any sum payable by you under this Derivatives Trading Contract is subject to a withholding or deduction in respect of tax which is required by law, then such sum shall be increased to such amount as is necessary to ensure that the amount received by Bank after the withholding or deduction has been made is equal to the amount it would have received in the absence of such withholding or deduction.
- You acknowledge and agree to be bound by the exercise of any bail-in power by any competent authority (that, for instance, may result in a reduction, cancellation or conversion in share or other obligations) as described in the section "Products subject to Bail in" of the Annex III "Understanding Financial Instruments and associated risks" attached to the Terms of Business

**Article 5 – Risk Transactions**

- Both parties acknowledge and agree that Derivative transactions executed under these terms are highrisk and the fact that
- at Losses incurred by you may be greater than anticipated (subject to the provision of Negative Balance Protection) does not provide any basis for avoiding or repudiating your obligations to perform the Derivative transaction contract.
- You acknowledge that the open exposure or liability arising under a Derivative transaction contract may be subject to significant variations and accordingly involves the assumption of a high degree of risk of suffering loss which cannot be quantified when the transaction is opened and that there is no certainty whatsoever of securing a gain or profit.

## Client's proposal

To: FinecoBank S.p.A. Via Rivoluzione d'Ottobre 16 - 42123 Reggio Emilia (RE) - Italy

**Article 6 – Fees and Expenses**

- You shall pay us:
  - Commissions and fees as specified in the Financial Terms.
  - Any penalty, sanction, fee or other expense imposed by any Market or other competent authority (including any self-regulatory organisation, government agency or competent judiciary authority), in relation to any open account or transaction executed by us on your instructions, except to the extent caused by the negligence or wilful default on our part.
  - Any amount due to us or third parties appointed by us, as specified in the Information Document or Bank Statement.
- For the avoidance of doubt (and without prejudice to the generality of that paragraph), paragraph 10 of Article 4 shall apply to the amounts indicated under the points above.
- Commissions, fees and other expenses will be billed in the settlement currency on the settlement date of the relevant transaction.

**Article 7 – Deposit of cash and financial instruments**

- Terms with respect to the deposit of money and Financial Instruments with us are specified in the Terms of Business.
- You authorise the Bank to transfer from your account any amount necessary for performing any transactions executed under these terms.

**Article 8 – Account Rules – Deposits – Margins**

- You grant the Bank irrevocable powers with respect to all fees and payments due in relation to any Derivatives transaction to charge them to and deduct them from your account. You also acknowledge and accept that our accounting records constitute conclusive and legally binding evidence for the purposes of calculating the amount due from you for commissions, expenses and other applicable fees.
- You shall deposit for value Margin as specified by us, taking into account the terms specified by any clearing house, central counterparty or Market, on the same day that the Margin amount is determined.
- You shall deposit and keep an account balance sufficient for the purpose of meeting the Margin requirements and performing any Derivative transaction for which an order may be placed. The account balance shall be increased by you on our request to meet your obligations under these terms. You acknowledge that funds or Margin which you may require to be deposited may exceed the deposit or Collateral requirements of a clearing house, central counterparty or Market on or through which the Derivatives transaction (or their Underlying Asset) may be executed, and may be amended on notification to you with effect from 5 Working Days after receipt of such notification.
- You will provide to the Bank any amount necessary for the settlement of the relevant transaction, in addition to the obligation to promptly deposit the Financial Instruments required for the transaction to be executed.
- Should your funds be insufficient to meet the Margin requirements for any open position, we will inform you and request additional funds.
- Should your balance be insufficient to comply with our Margin request, or if you do not promptly deposit the additional funds required for Margin, we shall not execute your order or shall, in our absolute discretion, close any open position for which there is insufficient Margin and, subject to the provision of Negative Balance Protection, may use any Margin, Collateral or other deposited funds or Financial Instruments held on your behalf to settle or provide compensation for any losses or liabilities incurred in the performance of a Derivative transaction with or for you. In these circumstances we may terminate any open position without notice and without prejudice to any right to claim damages for any loss suffered or liability incurred. On closure of an open position, we will return the Margin allocated to the relevant open position. At the end of the Working Day we will review the Margin requirement of your overall portfolio of Derivative positions.
- You acknowledge and agree that interest is not payable by us on deposited Margin.
- If you hold in your Custody Account leveraged financial instruments or contingent liability transactions, the Bank will inform you where the initial value of each instrument depreciates by 10% or more, and thereafter at multiples of 10%. Reporting under this paragraph shall take place no later than the end of the Working Day in which the threshold is exceeded or, in a case where the threshold is exceeded on a non-Working Day, the close of the next Working Day.
- You acknowledge that all transactions on Derivatives are deemed executed for purposes other than hedging purposes.
- If more than one natural person holds an account and executes this Derivatives Trading Contract ("Joint Account"), all such natural persons agree to be jointly and severally liable for the obligations assumed under these terms (which means, for example, that any one person can withdraw the entire balance of the client Account, and in the case of a debit balance or debt owed on the client to us, each Joint Account holder is responsible for the repayment of the entire balance and not just a share of it). We shall be entitled to treat each Joint Account holder of a Joint Account as having full authority (as if they were the only person entering into these terms) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to close any transaction. However we may in our sole and absolute discretion, require an instruction request or demand to be given by all Joint Account holders before it takes any action.

**Article 9 – Orders Instructions and Confirmations**

- You may place orders by on-line electronic communication or by other different distance communication techniques subject to the terms specified by us in the Client Area of our website or in the General Information on Services/Products. In the event of any temporary unavailability of these means of communication you may place orders for closing an open position by telephone. Provisions concerning Derivative transactions found in the Client Area or General Information on Services/Products shall prevail over any other terms in the event of any conflict or inconsistency in relation to the manner in which orders may be communicated or placed.
- Each order placed electronically is given a unique numeric code by us. An order is treated as received when it is displayed on a dedicated page and you may print the screen page for a record of the order receipt. Each order placed by you is registered electronically and recorded by us and a confirmation note of order execution may be viewed online and printed by you. For the electronic transmission of orders it is your responsibility to use hardware and software which complies with the technical specifications available on our website. Your order may not be executed unless the information required by us in relation to the specific Derivative transactions has been provided. Orders once placed by you may only be revoked by you prior to order execution.
- You shall be liable to us in damages for losses suffered by us of any kind, direct or indirect with respect to any loss or liability that we or third parties may suffer as a result of any failure by you to comply with our order placement requirements.
- We are not responsible for any failed order execution caused by your negligence or failure to comply with these terms.
- You are obliged to provide the funds or Margin necessary for the execution and performance of any Derivatives transaction, in addition to other fees and commissions referred to in Article 6, in accordance with all applicable terms for the relevant transaction.
- We may impose specific requirements upon how you may deliver funds, in order to guarantee the successful execution of a Derivatives transaction.
- You authorise us to record telephone conversations concerning the placement and execution of transaction orders. Such telephone recordings belong to us and will be considered valid evidence of any transaction order where your instructions and communications are given verbally.

- You acknowledge and agree that transactions are executed on your instructions which are given without reliance upon any representation, recommendation or advice from us, nor by us exercising any discretion or initiative in the selection or identification of the type of Derivative transaction or its investment objective for execution on your behalf.
- When executing orders we shall comply with your instructions, without exercising any discretion with respect to the selection of the type of Derivative or the investment objective of the transaction. We reserve the right to reject any order or refuse to execute an order by giving prompt notice to you in the same way it was received, without any liability for damages or for any Losses you may suffer and without any obligation to give reasons for that rejection or refusal.
- An order execution confirmation will be considered as approved by you, absent written notice to the contrary received by us from you within 5 Working Days of order placement date, with the following exceptions: (i) a correction made by us within 5 Working Days of dispatch; or (ii) Manifest Error.
- The provisions of Article 9 shall also apply to an order which is revoked by you.
- You acknowledge and agree that each Margin Derivative open position which has an associated Stop Loss Order will have that Stop Loss Order sent for execution to close the position at market price should the Margin Derivative price, or the Underlying Asset price, record an adverse movement which triggers the Stop Loss Order. Having a Stop Loss Order in place, except where expressly provided by us, does not guarantee execution of the Stop Loss Order at the Stop Loss Order price because this may not be possible where the Derivative or Underlying Asset is fast moving, volatile or it is a gapping market. In the case of CFD transactions, a Stop Loss Order will automatically be generated when the Underlying Asset value of your CFD moves against the value at which you entered your CFD by an amount that is equal to (or greater than) the Stop Loss amount. The Stop Loss amount is 50% of the Margin requirement selected by you when entering your CFD. This means that a CFD position will be closed out when the CFD value records an unfavourable change equal to or greater than 50% of the Margin\*. In the case of CFD Logos Time, there are no Stop Loss Orders because the position opened by the Professional Client can be closed exclusively by the Bank at the expiry date selected.
- For certain types of Derivatives (e.g. CFDs on Indices or FX CFDs), as specified in the General Information on Services/Products, you may open an Intraday transaction to be closed on the same trading day ("Intraday"), or a Multi-day transaction which may be closed on any subsequent trading day ("Multi-day"), in accordance with the specific terms applicable to the type of CFD.
- For CFDs only available for Intraday trading (e.g. some Classic CFDs on shares), should you not close an open position Intraday of your own accord we shall, at the end of the trading day, close the order ourselves. You may, however, upon the opening of the CFD, or even later within the closing time for that same CFD, give us an order to execute a new transaction with the same direction and notional amount (so-called Carry-on), which will be effective from the opening of the service on the following working day (Carry-on – MO select). In such case, the Position is automatically re-opened by us at the beginning of the following working day with the same notional amount.
  - The carry-on shall continue for subsequent Working Days until you decide to close the position or it is closed as a result of the execution of a Stop Loss Order. A continuation or carry-on position may not be continued for more than 12 months. In addition we may elect not to roll-over or close a position if there is any Margin deficit or short fall.
  - With respect to CFDs that may be traded Intraday or Multi-day (e.g. FX CFDs or Classic CFDs on an Index) if the transaction order specifies Multi-day we will not close the position at the end of the trading day. You may close the position by filling a closing order on any subsequent trading day or it will be automatically closed by us on expiry in accordance with the specific terms applicable to the type of CFD. Where permitted by the General Information on Services/Products for the relevant CFD, should you select the Intraday transaction option, you may carry-on the position as a Multi-day transaction, or CFD Logos Time only the Intraday option is available. For this purpose, you select the Margin, the Duration and the Position Direction of the transaction from the options shown in the General Information on Services/Products. Once the CFD Logos Time transaction has been executed it is not possible to subsequently vary the Margin, Duration or the Position Direction. The position will only be closed automatically by us on expiry.
- With reference to certain types of Derivatives (futures) the roll over (postponement beyond the maturity) has to be performed by you by closing the relevant Derivatives contract before its expiry date and then re-opening the position in the Derivatives contract (futures) on the next available maturity date.
- Unless it is expressly provided otherwise, every Margin Derivative position shall be closed automatically by us on its expiry date by sending to the relevant Market an automated order with no price limit with respect to the Derivative or Underlying Asset. The dispatch time for expiry closing orders is fixed but may vary for each type of Margin Derivative. We publish relevant fixed times (or intervals) in the Client Area specific to each Margin Derivative.
- We may determine upper limits for the size of any position you may have for each Derivative and, more generally, for your overall Margin Derivatives portfolio exposure. The limits for Derivatives are predefined and published in the Client Area of our website and/ or in the General Information on Services/Products.

**Article 10 – Options**

- The list of Options, which may be traded in regulated markets or Over the Counter only, as in the case of the Daily Options, are published by us in the dedicated Client Area of our website.
- For certain types of Options (e.g. Daily Options), transactions are executed by us acting as principal with you.
- You acknowledge and agree that Option contract terms and the time for executions of Option transactions as well as the exercise of Options are established by us and published in the Client Area separately for each type. Specifically, we publish, at least:
  - trading hours;
  - price quote terms;
  - contract value criteria;
  - minimum tick size;
  - spread, where needed (e.g. Daily Options);
  - maturity date and last available Option contract trading day;
  - Underlying Asset, which can be financial instrument issued by us (e.g. Daily Option having CFD as Underlying Asset);
  - exercise terms and possible limitations [(e.g. exercise by exception is not allowed)];
  - terms for closing the transactions, where applicable; For Daily Options only available for intraday trading, the terms for closing the transactions are included in the General Information on Services/Products;
  - terms for the transactions' settlement.
- Options We do not accept orders for the short sale of Options.
- Daily Options:
  - Quotes: we will provide you with Daily Options quotes in the Client Area of our website, according to predetermined pricing criteria which ensure, directly or indirectly, the consistency with the current market conditions;
  - Intraday trading: should you not close your open position Intraday by the end of the same day when it has been opened, we automatically close your position at the end of the trading day, in accordance with the General Information on Services/Products. The end of the trading day is the closing time of the CFD Underlying Asset;
  - Specific risks and information: information concerning the nature and the risks of Daily Options trading, including warning of any our possible conflict of interest also in determi-

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ning the value of Underlying Asset, are included in the General Information on Services/Products;

- Operational instructions: for further operational details and terms, for Daily Option transactions please see the General Information on Services/Products.

## Article 11 – CFDs

- CFDs are Margin Derivatives, which are highly speculative in nature and require the payment of the difference between the opening and the closing price of the CFD. On closure of a CFD there is no obligation to acquire or receive the Underlying Asset nor right to acquire the same. In the case of a CFD Logos Time, the settlement of the CFD is calculated on the basis of whether or not the event chosen by the Professional Client when opening the position, has occurred.
- The Underlying Asset may be, for example, an Index, another Financial Instrument, or a foreign exchange rate. The CFD allows you to choose a long or short position for a specific quantity referring to the Underlying Asset and the CFD (e.g. a CFD on shares) will be subject to all the financial effects which occur in relation to the Underlying Asset (including dividends and differential price).
- Rolling spot foreign exchange trading contracts are considered CFDs, if they are not executed for commercial purposes and where the transaction value is determined by the price differential between a currency (i.e. base currency) and another (i.e. price currency) without the delivery of currency.
- The types of CFD which may be traded are published in the General Information on Services/Products on our website in the Client Area (now CFD Logos, CFD Classic, CFD FX, CFD Logos Time, for Professional Clients only), featuring also the list of Underlying Assets that you may propose for the purpose of executing Derivative transactions.
- CFD transactions are executed by us acting as principal with you.
- CFDs are traded by us only over the counter or outside Regulated Markets and MTFs.
- Unless otherwise provided on the General Information on Services/Products, in relation to a specific CFD Type, each CFD order must identify:
  - whether the order is to buy or sell or, in the case of CFD Logos Time (for Professional Clients only), the position that you want to select from amongst those offered by us in the General Information on Services/Products;
  - the order type, if applicable (market price, limit price, condition);
  - the number of lots and/or notional amount of the Derivative which shall be within the minimum and maximum limits established by the General Information on Services/Products and/or within limits established by us in the dedicated website area;
  - the Underlying Asset;
  - the Market of the Underlying Asset;
  - the Margin (no less than the percentage/amount set by us for both Intraday or Multi-day where provided);
  - whether the transaction is to be Intraday or Multi-day;
  - duration, specifically the maximum duration of the Financial Instrument, as specified by us and specified in the Client Area or the General Information on Services/Products;
  - The Stop Loss threshold that is fixed at 50% of the Margin and any Client-defined Stop Loss, if applicable.

The order shall be sent by you in accordance with Article 9, by Internet or by telephone (if referring to previously opened contracts).

- Upon order acceptance, we shall send you a receipt – transmitted electronically – containing the essential order terms.
- For certain types of CFD, should you have orders executed for the same type of CFD with the same Underlying Asset, same duration and/or roll-over option selected, if applicable, then unless there are differences between the transactions specified by the General Information on Services/Products, for the purpose of Client-Bank documentation, the transactions will normally be considered as one position (with a single CFD ID) that you may add to, reduce, reverse or close by new transactions for which applicable Margin requirements and any Stop Loss price, respectively, may be adjusted. Any resultant position will stay open unless the consolidated net position is zero. Each order closing a CFD determines the related accounting settlement, as well as any adjustment of the Margin and Stop Loss related to the position. Should you open more than one "CFD Logos Time" "CFD Logos" contract (regardless of the duration or of the margin), we will treat each transaction independently.
- The settlement of each transaction for CFD Classic, CFD Logos Time CFD Logos and CFD FX may also occur by means of a credit/debit on your current account of amounts resulting after the netting of positions with opposite directions, and (in the case of a different currency to GBP) converted to GBP at the exchange rate used by us on the transaction date. In the case of CFD classic in a non-GBP currency, as stated in the General Information on Products/Services, the settlement currency will be in GBP. For the calculation of Margin, reference is made to the exchange rate GBP/currency applied at the relevant time and we reserve the right to close the position should those exchange rates have resulted in a devaluation by more than 50% from when the CFD was opened.
- For further operational details and terms for CFDs please see the General Information on Product Services.
- When exceptional circumstances with a price variation of the Underlying Asset occur, preventing the automatic closing of the position (Stop Loss) or the closing of the position at a lower value than the Stop Loss, and in both cases where losses exceed the Margin, we will provide Negative Balance Protection, according to the procedures described in the related General Information on Services/Products.
- We will provide you with CFD quotes in the Client Area of our website, according to pre-determined pricing criteria which ensure, directly or indirectly, that the price quotes are aligned with current market conditions.
- The Bank provides, in the Client Area of the website, the updated list of CFDs reserved for Professional Clients.

## Article 12 – Hedging Disruption

- In the event a Hedging Disruption occurs in relation to a transaction which we reasonably consider necessary to hedge our price risk, whether such Hedging Disruption arises directly or indirectly from the failure of a hedging counterparty to perform its obligations or otherwise, we will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or paying due regard to the treatment we receive from any hedging broker with which we have, or would have, hedged our exposure to you arising from the transaction in question.

## Article 13 – Corporate Events

- If any Underlying Asset which is a share is subject to possible adjustments as the result of any of the events set out below we may close the related Derivative position.
- The events to which the above applies include the following adjustment events:
  - a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
  - the distribution of an extraordinary dividend;
  - a distribution to existing shareholders of additional shares, other share capital or securities granting the right to payment of dividends or proceeds of liquidation of the issuer, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing Market price per share; and
  - any event analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the Market value of the relevant Underlying Asset.

- If there is a Merger Event or Take-Over or Substantial Acquisition Offer in respect of, or affecting, any relevant Underlying Asset, then on or after the date of the Merger Event or at any time prior to the closing date of such Take-Over or Substantial Acquisition Offer, we will close any related Derivative transaction.
- If an issuer whose shares represent all or part of the Underlying Asset for any Derivative transaction:
  - has its shares or all or substantially all of its assets nationalised or expropriated or such shares or assets are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality; or
  - becomes the subject of any voluntary or involuntary procedure seeking or proposing liquidation, re-organisation, an arrangement or composition or other similar relief under any insolvency law, then the day on which such event occurs or is declared will be the Closing date for such Derivative transaction. The closing price for such Derivative transaction will be such price as is notified by us to you.
- Market Suspensions and Delistings
  - If at any time trading on any Market in any Underlying Asset is suspended, we will calculate the value of each related CFD transaction with reference to the last traded price before the time of suspension, or the closing price if no trading in such Underlying Asset is undertaken during the Working Day on which a suspension occurs. If such a suspension continues for more than one Working Day, we shall have the right, but no obligation, in our sole and absolute discretion to vary Margin requirements and rates and, we shall have the right to terminate each related Derivative transaction in our discretion at a closing price reasonably determined by us.
  - If a Market on which an Underlying Asset is principally traded announces that pursuant to the rules of such Market such Underlying Asset has ceased (or will cease) to be listed, traded or publicly quoted on such market for any reason (other than a Merger Event or Take-Over or Substantial Acquisition Offer), that will be the closing date for each related Derivative transaction at a price reasonably determined by us.

## Article 14 – Liability Limitations

- You shall promptly provide us with instructions as may be required for any transaction or order. In the event you should fail to give us instructions or adequate instructions, we may take such action in our discretion as we reasonably think fit to protect our interests and your interests.
- We shall not be liable for any loss, damage, cost, expense, fee or penalty ("Losses") to the extent caused by your breach of these terms, or fraud, dishonesty, wilful default or negligence.
- We shall not be liable for any Losses which result from a late, delayed or an incomplete/imprecise transaction order or instruction. We shall as soon as reasonably practicable give notice to you of any inability to execute your orders and, unless you promptly revoke the orders after receipt of that notice, we may execute the orders when normal operations are restored.
- We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:
  - any act, event or occurrence (including without limitation any act of God, strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly Market in one or more of the Financial Instruments in respect of which we ordinarily execute transactions;
  - the suspension or closure of any Market or the abandonment or failure of any event on which we base, or to which we in any way derive our quoted prices, or the imposition of limits or special or unusual terms on the trading in any such Market or on any such event;
  - the occurrence of an excessive movement in the level of any transaction and/or the Market of an Underlying Asset or our anticipation (acting reasonably) of the occurrence of such a movement;
  - any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; and
  - failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.
- If we determine that a Force Majeure Event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:
  - close all or any of your open transactions at such price as we reasonably believe to be appropriate;
  - suspend or modify the application of all or any of the provisions of this Derivatives Trading Contract to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the provision or provisions in question.
- Access to our electronic trading systems or platforms is provided "as is". We make no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to our electronic trading systems or platforms, their content, any documentation or any hardware or software provided by us. Technical difficulties could be encountered in connection with the electronic trading systems or platforms. These difficulties could involve, among others, failures, delays, 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 possible economic and/or data loss. In no event will we or our affiliates or any of our employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the electronic trading systems or platforms or otherwise. We further reserve the right, in our reasonable discretion to unwind an executed transaction or adjust the price of executed transactions (including transactions that have been confirmed or settled) to a fair market price if the transaction was mispriced because of technical difficulties with our electronic trading systems or platforms.
- Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on our electronic trading systems or platforms does not accurately reflect Market prices of the Underlying Assets. We do not permit the deliberate strategy or practice of arbitrage intended to take advantage of the delays or errors noted above on our electronic trading systems or platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments to any transaction terms concerned and to your account. Accounts that rely on arbitrage strategies may at our reasonable discretion be subject to intervention by us, including the recovery of profits credited to you from arbitrage transaction not permitted under these terms, and our approval of any orders made by you.
- We shall have no obligation to contact you to advise upon appropriate action when there are changes in market conditions.
- A "Manifest Error" means a manifest or obvious misquote by us, or any Market, liquidity provider or official price source on which we have relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as we may reasonably determine. When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.
- We will, when making a determination as to whether a situation amounts to a Manifest

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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 may have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.

11. In respect of any Manifest Error, we may (but will not be obliged to):
  - amend the details of each affected transaction to reflect what we may reasonably determine to be the correct or fair terms of such transaction absent such Manifest Error; or
  - declare any or all affected transactions void, in which case all such transactions will be deemed not to have been entered into.
12. We will not be liable to you for any loss (including any loss of profits, income or opportunity) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected transaction, except to the extent that such Manifest Error resulted from our own wilful default, fraud or negligence, as determined by a competent court in a final judgment.

**Article 15 – Market Obligations & Market Abuse**

1. With respect to use of our electronic trading systems or platforms which may give direct connectivity to a Market you shall neither engage in, nor facilitate, nor fail to take reasonable steps to prevent:
  - (a) any action or any course of conduct that has the effect, or may be expected to have the effect, of artificially and/or abnormally moving the price or value of any securities admitted to the Market or any instrument underlying such securities or the level of any index of which such securities are a component;
  - (b) entering artificial orders or otherwise entering into or causing any artificial transaction;
  - (c) reporting a fictitious transaction or any other false data to the Market or other competent authority or causing such data to be input into any of their systems;
  - (d) any action or any course of conduct that creates or may reasonably be expected to create any false or misleading impression as to the Market in, or price or value of, any securities;
  - (e) any other action or any other course of conduct that may damage the integrity and the transparency of the Market; or
  - (f) agreeing or acting in concert with, or providing any assistance to, any person with a view to or in connection with any action or course of conduct referred to in paragraphs (a) to (e) inclusive.
2. You shall not use our electronic trading systems or platforms for orders or transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or market abuse or otherwise use them in contravention of any applicable laws or regulations. For the purposes of this Derivatives Trading Contract "Market Abuse" means behaviour in relation to investments which involves insider dealing, market manipulation or market distortion in breach of applicable laws or regulations. You undertake to familiarise yourself and comply with any applicable laws or regulations concerning the short sale of securities and you will ensure that your use of our electronic trading systems or platforms will not result in a breach by us of any applicable laws or regulations concerning the short sale of securities or any terms of this Derivatives Trading Contract concerning short sale orders or transactions.
3. If an order entry is made using our electronic trading systems or platforms by mistake or does not reflect the intended transaction (an "erroneous order") then you shall be responsible for amending or cancelling such orders as necessary and for closing any resultant positions subject to our rights in this Derivatives Trading Contract.
4. We reserve the right to limit your use of our electronic trading systems or platforms and apply pre-execution trading controls as may be appropriate to preserve compliance with applicable law and regulations or any other trading limits which may be notified to you.

**Article 16 – Events of Default**

1. The following events shall be deemed Events of Default:
  - your failure to deposit Margin or funds due, or provide evidence of such deposit, or make any deposit within the time stipulated by us;
  - your failure to promptly provide the Financial Instruments necessary for the settlement of a transaction, and in compliance with the market calendar related to the transaction;

- you die; you become or are adjudged to be of unsound mind; you are or become unable to pay your debts as they fall due; you are or become bankrupt or insolvent within the meaning of any insolvency law; you are compelled to realise assets to settle the creditor's claims; any indebtedness of yours is not paid on the due date therefore is or becomes subject to being declared due and payable under any agreement or instrument evidencing or governing such indebtedness before it would otherwise have been due and payable; any suit, action or proceeding is commenced for any execution; any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property, undertaking or assets (tangible and intangible) of yours; and/or
  - a voluntary or involuntary case or other procedure is commenced (i) seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any insolvency law or (ii) seeking the appointment of an insolvency officer with respect to you or any substantial part of your assets you take any corporate or other action in preparation or furtherance of any of the foregoing.
2. If an Event of Default occurs we reserve the right to:
    - close positions opened by you with the execution of equivalent transactions in the opposite direction;
    - buy or sell, on your behalf, should the Derivatives Trading Contract terms permit, the Derivative transaction Underlying Asset;
    - initiate termination procedures of your transactions with open positions by returning the Underlying Asset as selected by us, should the Derivatives Trading Contract terms permit, or by closing the transaction by cash settlement; and/or
    - exercise our security rights over any Margin or Collateral deposited as security and exercise a general right of set-off against any client monies or assets held by us or under our control in order to meet any of your transaction obligations or otherwise compensate for any losses arising from the closure of your positions in the circumstances contemplated by this Article.
  3. We are authorised under these terms to use any of your funds held in our account or otherwise to settle all obligations arising in connection with performance of these terms and, subject to the provision of Negative Balance Protection, should we be indebted to third parties due to losses exceeding the deposited Margins, you shall pay any outstanding amount on our request.
  4. Any delay or failure to exercise any of our rights under these terms shall not be treated as a waiver of those rights notwithstanding the fact that we may have other judicial remedies available to us.
  5. We may suspend or cease transaction execution services for any Margin Derivatives, at any time, without any liability for Losses caused by the suspension or cessation, for technical reasons, system or trading platform malfunction, or for reasons related to the efficiency and security of the Margin service, or extreme volatility of the currency markets which, in our judgement, may result in a disorderly market for a temporary period. We may also reduce or suspend your volume of business as a precautionary measure, should you become insolvent or invalidate the given guarantee(s) (or never provide the promised guarantee(s)), or we may, in our reasonable opinion, determine that a Force Majeure Event exists, in which case we will take reasonable steps to inform you. We shall not be responsible for the loss, alteration, or unintentional dissemination of transmitted information, if due to malfunctioning of our systems or other event reasonably outside our direct control.

**Article 17 – Entire Agreement**

1. This Derivatives Trading Agreement together with the Preamble, Financial Terms, General Information on Products/Services and Terms of Business constitutes the entire agreement between the parties with respect to the subject matter of this Derivatives Trading Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

**Article 18 – Applicable Law**

1. This Derivatives Trading Contract should be read so that it does not contradict the Terms of Business.
2. Any obligations under this Derivatives Trading Agreement are subject to the Applicable Laws which include the law of jurisdiction of the client.

## General Information on Services/Products

### Description of the Service/Platform

CFD (Classic)

### Product Description

CFD – a contract for differences (CFD) with a share, share index, volatility index future, bond future or commodity future as Underlying Asset.

### DESCRIPTION

The CFD Contract's value is directly referenced to the value of the Underlying Asset. Specifically, the CFD requires the payment of the difference between the Opening and the Closing Price of the CFD. These prices are determined by us by reference to the value of the Underlying Asset and either (a) adding/subtracting an amount (Mark-up/mark-down) or (b) applying a Spread – the difference between the CFD bid and ask price – (where the Underlying Asset is an index, bond future or commodity future) – which in either case shall not be greater than that defined for each Underlying Asset. Since a CFD Contract can be opened with a Margin deposit which is a minimum percentage of the value of the CFD Position held, whereas your profit and loss corresponds directly with changes in the total value of the CFD Position, a **CFD Contract has a strong Leverage effect. CFDs are Complex products suitable for sophisticated investors only.**

### Aims

The aim of a CFD Contract is to secure profits from changes in the price of the Underlying Assets, without actually owning the Underlying Asset and without paying for the entire value of this financial instrument. A client that elects to buy a CFD Contract (long Position) anticipates a rise in the Underlying Price, while a client that elects to sell a CFD Contract (short Position) anticipates a fall in the Underlying Price.

### Parties to a CFD – Position Direction

CFD Contract transactions are governed by the Derivative Trading Contract and the Terms of Business.

The parties to a CFD Contract are the Client and the Bank, who may either be Buyer or Seller of the CFD. Execution of a CFD order opens a Position:

- If you are a buyer your Position is long;
- If you are a seller your Position is short.

### Client Obligations

When opening a CFD you undertake the obligation to deposit the Margin which represents a percentage of the CFD value.

By submitting a CFD order, you authorise us to make unavailable for any other transaction order the funds corresponding to the Margin which is required for the execution of the order which was submitted. Should the available balance be insufficient for the required Margin, the order shall be rejected. The details of the deposited Margin and its return are displayed on the website and, for Multi-day Positions, are also reported in the account statement.

In respect of Intraday operations, you undertake to close the CFD by the end of Trading Hours on the day a CFD transaction is executed. In respect of Multi-day Positions, you undertake to pay the fees according to the Financial Terms set out in this Agreement, in addition to the Margin. Such fees shall be calculated as percentages of the total value of the Position. You undertake to close the Multi-day Position by the end of the Trading Hours on the final day of the Position's maximum duration.

In order to close a CFD it is necessary to distinguish between Multi-day and Intraday Positions. Intraday Positions are closed the day they are opened.

Multi-day Positions may be kept open beyond their opening day; and Intraday Positions may be converted to Multi-day Positions in accordance with the specific terms applicable to the CFD. This is not possible if:

- You have already opened a Multiday position referencing the same Underlying Asset; or
- You have placed instructions – still not yet filled – on the same Intraday Position.

### Bank Obligations

We undertake the obligation to quote CFD Offer Prices directly referable to tradable prices on the Market for the Underlying Asset. Prices are quoted real time and your order is executed at market price. The Stop Loss Price is not guaranteed and there is no certainty that the Position will actually be closed at that price. When the Stop Loss Price is reached, we automatically place a closing order which is at a market price.

### CFD Closure

On closure of a CFD:

- Should the Closing CFD Price be higher than the Opening Price of the CFD, the buyer will be paid the difference in value by the seller;
- Should the Closing CFD Price be lower than the Opening Price of the CFD, the buyer will pay the difference in value to the seller;
- Should the Closing CFD Price be equal to the Opening Price of the CFD, there shall be no payment from one party to the other.

The P&L will be calculated in the same currency of the Underlying Asset and it will be charged in GBP. If the Underlying currency is different from GBP it will be converted using the exchange rate between the currency of the Underlying Asset and GBP of the day on which the P&L is realised.

### SPECIFIC PRODUCT RISKS

#### Market Risk – Leverage Effect

CFD trading involves a high degree of risk. Margin is typically a low percentage of the CFD Value, which will generate a "leverage effect". This means that any market movement, even if relatively small, may affect the Underlying Price which may have a significant impact on a CFD P&L. The Stop Loss Price is not guaranteed and there is no certainty that the Position will actually be closed at that Stop Loss Price. **Specifically, even if you have automated Stop Loss orders, the loss may exceed the Margin in a fast moving or gapping market.** With a lower Margin Percentage, there is a greater possibility of the Stop Loss threshold being triggered and the Position being closed, even more so in cases of extreme volatility. Stop Loss thresholds may also be triggered shortly after opening a Position.

CFDs allow clients to achieve a "leverage effect", multiplying the revenue (positive or negative) of a transaction when compared to the invested capital (margin deposited). For example, in the case of a CFD, if a result is of GBP 100 (difference between a buying value of GBP 5000 and a selling value of GBP 5100) and the Margin is 10% (GBP 500), profit secured by the operation is 20% (100/500=20%). Profit secured by directly trading the Underlying Asset would be 2% (100/5000=2%). A 10% margin requirement results in CFD revenue or losses a multiple of 10x higher in comparison with an unleveraged transaction.

#### Exchange Risk

Where your settlement currency is different from a CFD transaction currency then you are exposed to exchange rate volatility between the CFD transaction currency and your settlement

currency in relation to P&L and Margin requirements (which are calculated in the transaction currency and converted to GBP. We reserve the right to close the Position in case of significant loss (upper than 50%) of value of the CFD reference currency than the average exchange rate.

### Conflicts of Interest

The Mark-up or Spread applied by us is a component of the CFD Offer Price that will cover costs associated with the CFD trading activity and Bank fees. As the Mark-up or Spread may be varied by us in our discretion at any time, within contractually agreed limits, it is possible to identify an "interest" of ours which may conflict with your interest.

### CFD Target Clients

CFDs are derivative products that have a high level of risk. For this reason they are suitable for more knowledgeable investors who seek investments of a speculative nature.

### Recording Transactions in the current account

For each CFD Position at the transaction settlement date, your current account will separately record the following:

- Margin Credit/Debit for Multi-day Positions
- Multi-day Position fees
- Credit/debit of dividends
- P&L Credit/Debit

In particular, when the CFD is opened/increased, the margin and any commissions will be debited; when each CFD is partially/totally closed, the following will be recorded: the re-crediting of the margin, the debiting/crediting of the P/L; the settlement of any charges for Multiday Positions, and any commissions paid.

In the case of CFDs forming part of the same Position, these entries will be grouped by Position. For Multiday Positions opened and not moved for at least 90 days, the settlement of charges for Multiday Positions will take place every 90 days.

**Negative Balance Protection:** means the protection related to CFD transactions, from events that may result in losses exceeding the Margin and that limits your aggregate liability for your CFD trading with us to the funds in your account. If, losses in CFD positions occur which exceed the Margin and where their settlement results in a negative balance on your Account, the Bank will, within the next following days and exclusively with reference to the CFD positions involved, credit your Account with an amount equal to the negative balance caused by these losses. In any case, the amount credited by the Bank, under the Negative Balance Protection, cannot exceed the amount of losses incurred on CFD positions exceeding the Margins deposited by you. This provision does not apply for Professional Clients.

### Multi-day CFDs – Operations Affecting the Underlying Asset Quotes

Upon specific corporate events (such as dividend payment or other profits distribution) or the occurrence of other company corporate actions (such as stock split, reverse-stock split, extraordinary dividend distribution) the price of the underlying shares will change, and consequently have an impact on indices and derivatives. For such reason, in case of payment of dividends or other distribution of profits, different actions will be taken as follows. In order to keep the price of a CFD – as well as the value of the related Position – in line with the price of the respective underlying shares or index, adjustments will be also made to each existing Position, or otherwise Positions will be automatically closed at the end of the last available trading day before the ex-date trading day.

In particular, should dividends or other profits be declared for distribution to shareholders by the issuing company, we will credit, or in the case of a short position, debit your current account:

- For CFDs with shares as the Underlying Asset, of the same gross value as the dividend or profit;
- For CFDs with an index as the Underlying Asset, of the corresponding amount of index points multiplied per Lot number of the existing Position.

At the same time, the Stop Loss Price of each Position will be adjusted accordingly.

In case of dividend booking amendments and/or cancellation, there will not be an extra corresponding adjustment of the Stop Loss Price.

### Orders, Stop Loss and Other Automatic Orders

By placing or executing an order on CFD, a Position is opened. Successive orders that you place concerning CFDs featuring the same closure mode (Intraday, Multi-day), Underlying Asset and Maximum Duration will be considered a single Position (which may be increased, reduced, reversed or closed). Said instructions will correspond to opening/closing CFD orders that will create the required effect on the Position. Each order closing a CFD determines the related settlement, as well as any adjustment of the Margin and Stop Loss related to the Position. The Position is closed when the CFDs balance (considering also placed orders even if not yet filled) is 0.

Orders may be placed at "market price" or with a price limit, with a maximum validity as displayed in the platform. If the orders are not filled during this period, they will be cancelled. You may set orders with validity limited to the day of placement.

Each CFD classic Position will have an associated automatic Stop Loss. When the threshold is reached, we will automatically place an order which is at market price to close the Position. This Stop Loss price is not guaranteed: it is only the threshold which generates an automated closure order. The closure order execution price may be different from the Stop Loss price because the Stop Loss price may not be available in the market for execution of the closure order which is an order at market price. You have the power to create your own Stop Loss thresholds, if that threshold is higher (or lower for short Positions) than the one identified by us. You may also place additional automated orders (Take profit, trailing stop) for the related Position and/or order. Automated orders on a Position may co-exist with automated orders on an order and the one whose conditions are reached first will be executed and shall apply subject to conditions that determine their priority. This allows you to:

- Set up automated orders at the moment of placing the first order, before actually establishing the Position;
- Apply different strategies of investment within the same Position.

Setting up automated orders does not guarantee their execution at their pre-defined prices, since triggering a price threshold is a condition only for the placement of the order, not its execution. Between order placement and execution the price may vary, especially where there is market volatility. In case of order execution near an automated Stop Loss, calculations affecting a new Stop Loss threshold may not be immediate and cause the opening of a new Position in the opposite direction. In any case:

- Before closing a Position, even after an automated Stop Loss, manual automated orders on the Position or on different orders of the same Position, are cancelled.
- In case of a Position being reversed (Trade & Reverse), automated orders on the Position placed by you are cancelled while automated orders affecting single orders of the Position will remain active. This may cause the increment or overturning of the Position.
- Stop Loss and Take Profit orders have no effect during the Market after-hours phase.

**CFD in non-GBP currencies**

In the case of CFDs in non-GBP currencies, essential elements of the Underlying Asset such as price, Margin, Stop Loss, P&L and Multi-day fees are calculated in their original currency. Transactions will be settled on your current account in GBP following a conversion. Conversion will take place by applying our exchange rate of the day on which the P&L is realised. Specifically for Margin, it is calculated in the original currency of the CFD when opening or varying the Position, and converted in GBP according to our current exchange rate. In case of a Position consisting of more than one order, the average of the rates is calculated and applied. Notwithstanding that the Margin will be returned, we reserve the right to close the Position in case of significant loss (more than 50%) of value of the CFD reference currency, than the average exchange rate.

**Handling of Mistakes and/or Delays**

In the event of any mistakes or delays in determining or transmitting CFD Offer Prices in relation to one or more orders made by you, we may rectify, correct, reverse or adjust, even by crediting/debiting your current account, taking into account market conditions, without being bound by other transactions executed at a clearly incorrect price, that you were or should have been aware of.

**Financial Terms**

The financial terms applied by us for the CFD service are specified in the Derivatives Trading Contract.

Orders must be sent to us electronically using our on-line platform. Only those orders relating to Cover Transactions can be communicated to us by telephone.

**DEFINITIONS**

**“CFD Offer Price”** means the prices quoted by us specified in the currency of the Underlying Asset, by which contract opening/closing operations are carried out. According to the Pricing policy they are determined by applying a predefined Mark-up with reference to the value of the Underlying Asset or by applying a pre-defined Spread – the difference between the CFD bid and ask price (where the Underlying Asset is an index, volatility index future, bond future or commodity future). Should trading of the Underlying Asset in the reference market be suspended Bank quotes will be suspended as well.

**“Closing Price”** means the CFD price quoted by us at the time of executing a closing order, on your instructions. This is the Bid price if your Position is long, or the Ask price if your Position is short. In the case of automatic closure at the end of Trading Hours it is a random price determined during the market closing phase. In case of an automatic closure due to the Stop loss threshold having been reached, the Closing Price shall be the CFD Offer Price quoted by us at the time of executing the closing order.

Should it not be possible, for causes not connected with us or our systems, to provide CFD quotes, as the Underlying Price is unavailable:

- For the closing of Intraday Positions we will refer to the most recently available bid-ask quotes (according to whether the Position Direction is long or short) of the same CFD;
- For the closing of Multi-Day Positions in case of suspension from trading and/or unavailability of prices of the Underlying Asset for an indefinite period of time, you may:
  - (i) Close the Position at any time in advance with respect to the Maximum Duration of the contract at a price equal to zero;

or

- (ii) Keep the Position open while waiting for the underlying asset to be traded again and for available quotes to return, but as long as the contract for difference Maximum Duration has not yet expired. Should the Maximum Duration term be expired and the quotes be still unavailable, the CFD will be closed on our own motion (initiative) at a Closing Price equal to zero.

**“Contract closure”** means closure of a CFD by either:

- You submitting an order to close the CFD during Trading Hours prior to the Maximum Duration of the CFD except the CFD quotes are unavailable due to an interruption in trading of the Underlying Asset; or
- Automatically on i) the expiry of the maximum duration of the CFD; ii) reaching the Stop Loss threshold, or iii) In the case of CFDs in non-GBP currencies, a significant loss (upper than 50%) of value of the CFD reference currency than the average exchange rate.

**“Cover Transaction”** means a transaction intended to close (partially or totally) a Position, by executing a transaction in the opposite direction to the open transaction Position.

**“Expiry Date”** (Referring only to volatility index futures CFD, bond futures CFD and commodities futures CFD) means the date on which an underlying futures contract expires. A list available on the website in Client Area provides details about date and time of all corresponding CFD and underlying futures maturity dates. On the first trading day following the date of contract expiration, a new futures contract maturity will be listed for dealing. The CFD will be subject to the Underlying Asset's maturity periods, although the CFD last trading day may occur at a previous date. From time to time that information is provided in the Client Area of the Website. On the first trading day following the date of the CFD expiration, a new CFD maturity date will be listed for dealing.

**“Leverage”** means the relationship between the Value and Margin requirement. Leverage limits on the opening of a position are different according to the Customer Classification (Retail or Professional Clients) and to the Underlying Asset:

Leverage limits for Retail Clients are maximum:

- Share: 5:1 for individual equities;
- Equity Index: 20:1 for major indices (FTSE 100; CAC 40; DAX; DJIA; S&P 500; NASDAQ, NASDAQ 100; Nikkei 225; ASX 200; EURO STOXX 50) and 10:1 for other non-major indices;
- Commodity Future: 20:1 for gold and 10:1 for commodities other than gold;
- Bond Future: 5:1 for individual bond futures;
- Volatility Index Future: 10:1 for individual volatility index futures.

Leverage limits for Professional Clients are maximum 100:1 for all Underlying Assets.

**“Lot”** means the unit of measure of the Underlying Asset for a CFD [where the Underlying Asset is a futures contract or an index].

**“Margin requirement”** means the amount we require from you when opening a CFD. The Margin requirement is a limited percentage of the CFD value, depending on the Underlying Asset as determined by us and as published in the section of our Website for CFD order entering.

**“Mark-Up”** (referring only to a CFD when the Underlying Asset is a share) means the value applied (added or subtracted) by us to the Bid/Ask Price of the Underlying Asset in order to determine the CFD's Offer Price. It may go up to 0.19% per side and change at any moment. The exact Mark-up value is updated in real time during the Service time and published in the section of our Website for CFD order entering.

**“Maximum Duration”** means the date and time that we stipulate by which a CFD must be

closed. In the case of Intraday CFDs, this will be end of Trading Hours on the day the CFD has been opened. In the case of Multi-day CFDs, this will be the maximum duration prescribed with reference to the Underlying Asset, for an Index – 10 years, Shares – 12 months; for index volatility futures, bond futures and commodity futures CFD the duration is based on the date at which the underlying contract futures expire, although the last trading day of the CFD may occur at a different date, as displayed from time to time in a dedicated page of the Client Area.

**“Multiplier”** means the value that, when multiplied with the value of the Underlying Asset, equals the value of a CFD Lot.

**“Opening price”** means the CFD Ask price as quoted by us in the case of a long Position Direction, and the CFD Bid price as quoted by us in the case of a short Position Direction. If the Position is constituted by more than one CFD, the Opening Price equals the average of all Opening Prices.

**“P&L”** means the profit or loss calculated by taking the difference in value between the Opening price and the Closing Price, and corresponds to profit or loss arising from the CFD transaction. Where a Position represents more than one CFD, the Average Opening Price will be used to calculate the P&L. Commission are included in the P&L.

**“Position Direction”** means long if you are a buyer, and short if you are a seller.

**“Single Position (Position)”** means the aggregate value of all transactions with: i) the same transaction type (Intraday/Multi-day), ii) the same Underlying Asset and iii) the same Maximum Duration. If the balance of all CFDs is positive the Position is long, otherwise the Position is short.

**“Spread”** (referring only to index CFD, index volatility futures CFD, bond futures CFD and commodities futures CFD) means the difference between ask and bid price of the CFD.

**“Stop Loss Price”** means the threshold price which, if reached, results in the automatic placing of an order at market price to close the Position. The threshold price is calculated by adding or subtracting (depending on the Position Direction) the Stop Loss Percentage to or from the average Opening Price of the Position. The threshold price is considered to have been reached when the Bid/ Ask price of the CFD is equal to, or exceeds, the threshold price. The Stop Loss Price is not guaranteed and there is no certainty that the Position will actually be closed at that price. You may also choose your own Stop Loss order by specifying a threshold, provided such threshold is not Higher (or lower for short Positions) than the automatic Stop Loss threshold applied by us.

**“Stop Loss Percentage”** means a percentage that is half of the Margin requirement percentage applicable to a CFD transaction.

**“Trading Hours”** means the time period in which we provide a service to open or close a CFD. The trading hours for each underlying asset of the CFD are published in our Website or in the tables below.

**“Underlying Asset”** means the asset, for example, share, stock, index or futures contract, which is referred by the CFD.

**“Underlying Price”** means the value of the Underlying Asset.

**“Upper Limit”** Means the maximum number of lots for each Position. The upper limits are published in the tables below.

**“Value”** means the value of the CFD equal to the CFD price multiplied by quantity (number of lots multiplied by multiplier) of CFD Contract units.

**EXAMPLES: CFD LONG INTRADAY****Example 1 - CFD Long Intraday with Index as Underlying Asset**

Underlying Asset: index “X”

Number of Lots: 1

Multiplier: 2

Chosen Margin: 10%

Automated Stop Loss: 5%

Direction: Long Position

CFD Offer Price: 16195-16205 (when opening the contract), 16040-16050 (when closing the contract)

Value: 32410 GBP (16205\*2)

Margin value: 3241 (16205\*2\*10%)

Opening price: 16205

Stop Loss price: 16205-5%=15394.75

Closing Price: 16040

P&L: (16040 – 16205) \*2\*1 = -330 GBP (loss)

**Example 2 - CFD Long Intraday with future bond as Underlying Asset**

Underlying Asset: future bond “X”

Number of Lots: 1

Multiplier: 100

Chosen Margin: 20%

Automatic Stop Loss: 10%

Direction: Long Position

CFD Offer Price: 115.49 – 115.55 (when opening the contract), 115.62 – 115.68 (when closing the contract)

Value: 11555 GBP (115.55\*100)

Margin value: 2311 (115.55\*100\*20%)

Opening Price: 115.55

Stop Loss Price: 115.55-10%=103.995

Closing Price: 115.62

P&L: (115.62 – 115.55) \*100\*1 = 7 GBP (profit)

**EXAMPLES: CFD LONG MULTI-DAY****Example 1 – CFD Long Multi-day with Index as Underlying Asset**

Underlying Asset: index “Y”

Number of Lots: 1

Multiplier: 5

Chosen Margin: 7%

Automated Stop Loss: 3.5%

Direction: Long Position

Date Position was opened: t

Date Position is closed: t+1

Value of Underlying Asset Index when Position was opened during day t: 16200 CFD value at the end of Day t: 16300

Value of Underlying Asset Index when Position was closed at day t+1: 16045

CFD Offer Price: 16195-16205 (when opening Contract, t), 16040-16050 (when Closing

contract+1)  
 EUR/GBP exchange rate: 0.88  
 Value: 71302 GBP (16205\*5 with the above EUR/GBP exchange rate)  
 Margin: 4991.14 GBP (71302\*7%)  
 Opening Price: 16205  
 Stop Loss: 16205-3.5%= 15637.825  
 On day t the long Position was not closed during the same day, therefore the guarantee margin will be billed: 4991.14 GBP  
 Fee applied to Multi-day Positions: 3.25 (Euribor +2.95) Euribor for Day t: 0.3%  
 Margin (EUR): 4991.14/0.88=5671.75  
 Fee applied to Position closure: 6.85 EUR ((16300\*5\*1)-5671.75)\*3.25/36000 Closing Price on day t+1: 16040  
 P&L: (16040 – 16205)\*5\*1 = -825 EUR (loss) Total Loss: (825+6.85) = 831.85 EUR  
 If the exchange rate at liquidation moment is EUR/GBP = 0.89 the profit will equate 831.85\*0.89 =740.35£.

#### Example 2 – CFD Long Multi-day with a bond future as Underlying Asset

Underlying Asset: bond future "Y"  
 Number of Lots: 1  
 Multiplier: 80  
 Chosen Margin: 20%  
 Automatic Stop Loss: 10%  
 Direction: Long Position  
 Date Position is created: t  
 Date Position is closed: t+1  
 Value of underlying future on date t: 134.73  
 CFD value at the end of date t: 134.93  
 Value of underlying bond future at the end of date t+1: 134.65  
 CFD Offer Price: 134.74 – 134.80 (when opening contract), 134.72 – 134.78 (when closing t+1 contract)  
 EUR/GBP exchange rate: 0.88  
 Value: 9489.92 GBP (134.8\*80 with the above EUR/GBP exchange rate)  
 Margin: 1897.984 (9489.92\*20%)  
 Opening price: 134.80  
 Stop Loss: 134.8-10%= 121.32  
 On day the long Position was not closed during the same day, therefore the guarantee margin will be billed: 1897.984 GBP  
 Fee applied to Multi-day Positions: 3.25 (Euribor +2.95) Euribor on date t: 0.3%  
 Margin (EUR): 1897.984/0.88= 2156.8  
 Fee applied to Position closure: 0.78 EUR ((134.93\*80\*1)-2156.8)\*3.25/36000  
 Closing Price on date t+1: 134.72  
 P&L: (134.72 – 134.80)\*80\*1 = - 6.40 EUR (loss) Total loss: (6.40 + 0.78)= 7.18 EUR  
 If the exchange rate at liquidation moment is EUR/GBP = 0.89 the profit will equate 7.18\*0.89=£6.39.

#### EXAMPLES: CFD LONG

##### Example 1 – CFD Long Intraday with Share as Underlying Asset

Google Price: 1026 – 1027  
 Owned shares: 10  
 Multiplier = 1  
 GBP/USD exchange = 1.2  
 Chosen Margin: 20%  
 Stop Loss: 10%  
 Margin = 10\*1027\*20%= 2054 USD (employing specified exchange rate 2054/1.2= £1711.66)  
 When closing the Position, the Margin returned is the same withheld (£1711.66).  
 P&L is calculated in the original currency and converted in £ by liquidation. The client has closed the Position at 1025. Loss is (1027-1025) x 10 = 20 USD, therefore if the exchange rate at liquidation moment is GBP/USD = 1.3 the loss will equate 20/1.3 = 15.38 £.

##### Example 2 – CFD Long Multi-day with Share as Underlying Asset

Apple Price: 93.55 – 93.69  
 Owned shares: 300  
 Multiplier = 1  
 GBP/USD exchange =1.2  
 Chosen Margin: 20%  
 Stop Loss: 10%  
 Margin = 300\*93.69\*20%= 5621.4 USD (employing specified exchange rate 5621.4/1.2= £4684.5) Date Position is created: t  
 Date Position is closed: t+1  
 On day t the long Position was not closed during the same day, therefore the guarantee margin will be billed: 4684.5 GBP.  
 Multi-day Position Fees: 7.24 (for Multi-day Positions on CFDs in a non-euro currency: 5,95% + the average between Bid/Ask values of the reference currency as further detailed on the Currency Rate page of our Website)  
 Average between Bid/Ask values of USD: +1.29% CFD value at the end of date t: 94.36  
 Fees billed at Position closure: 4.56 [(94.36\*1\*300)-5621.4]\*7.24/36000  
 CFD Offer Price (when closing t+1 contract): 94.20 – 94.36  
 Closing Price on date t+1: 94.20  
 P&L: (94.20 – 93.69)\*300\*1 = +153 USD (profit)  
 Net profit: (153-4.56)=148.44 USD  
 If the exchange rate at liquidation moment is GBP/USD = 1.3 the profit will equate 148.44/1.3=£114.18.

##### Example 3 – CFD Long with commodities future as Underlying Asset

Underlying Asset: future on commodity X Number of lots: 1  
 Multiplier: 100  
 Margin: 5%  
 Automatic Stop Loss: 2.5%  
 Direction: Long Position  
 CFD Offer Price: 1219.4 – 1219.5 (when opening the contract), 1220.7 – 1220.8 (when closing the contract)  
 GBP/USD exchange rate: 1.2 Opening price: 1219.5  
 Value: 101625 GBP (1\*1219.5\*100 with the above GBP/USD exchange rate)  
 Margin value: 5081.25 (1219.5\*100\*5%)/1.2  
 Stop Loss Price: 1219.5-2.5%=1189.01  
 When closing the Position, the Margin converted in GBP is the same deposited (5081.25 GBP) P&L is calculated in the original currency and converted to GBP during liquidation.

The Client closes the Position: Closing Price: 1220.7  
 P&L: (1220.7 – 1219.5) \*100\*1 = 120 USD (profit)  
 Assuming the exchange rate is GBP/USD = 1,3 there will be a 120/1.3 = 92.30 GBP profit.

#### Example 4 – CFD Long Multiday with commodities future as Underlying Asset

Underlying Asset: future on commodity Y Number of lots: 1  
 Multiplier: 1000  
 Margin: 20%  
 Automatic Stop Loss: 10%  
 Direction: Long Position  
 CFD Bid-Offer Price: 47.8250 – 47.9250 (when opening the contract)  
 GBP/USD exchange rate: 1.45  
 Opening price of the position at day t: 47.9250  
 Value: 33051 GBP (1\*47.9250\*1000 with the above GBP/USD exchange rate) Margin value: 6610 GBP (47.925\*1000\*20%)/1.45  
 Stop Loss Price: 47.9250 – 10%= 43.1325  
 When closing the Position, the Margin converted in GBP is the same deposited (6610 GBP) P&L is calculated in the original currency and converted to GBP upon cash settlement.  
 The Client closes the Position Financing Costs applied USD swap rate + 2,95%: 4.25% (1,30% + 2,95%)  
 Settlement price of CFD at the end of day t: 48,125  
 Financing Costs charged when closing the contract: 4,90 USD [(48,125\*1\*1000) - 6610]\*(4,25/36000)]  
 CFD Bid-Offer Price (when closing the contract at day t+1): 48,9050 – 49,0050 Closing Price of the position at day t+1: 48,9050  
 P&L: (48,9050 – 47,9250) \*1000\*1 = 980 USD (profit)  
 Assuming the exchange rate is GBP/USD = 1.46 there will be a (980 – 4,90)/1.46 = 667.87 GBP net profit.

#### Example 5 – CFD Long with commodities future as Underlying Asset (with loss)

Underlying Asset: future on commodity K  
 Number of lots: 1  
 Multiplier: 100  
 Margin: 20%  
 Automatic Stop Loss: 10% Direction: Long Position  
 CFD Bid-Offer Price: 860,8750 – 862,8750 (when opening the contract) GBP/USD exchange rate: 1.43  
 Opening price of the position at day t: 862,8750  
 Value: 60340 GBP (1\*862,8750\*100 with the above GBP/USD exchange rate)  
 Margin value: 12068 GBP (862,8750\*100\*20%)/1.43  
 Stop Loss Price: 862,8750 – 10% = 776.5875  
 When closing the Position, the Margin converted in GBP is the same deposited (12068 GBP) P&L is calculated in the original currency and converted to GBP upon settlement  
 The Client closes the Position:  
 Financing Costs applied USD swap rate + 2,95%: 4,25% (1,30% + 2,95%) Settlement price of CFD at the end day t: 860,8750  
 Financing Costs charged when closing the contract at dat t+1: 8,73 USD [(860,8750\*1\*100) - 12068]\*(4,25/36000)]  
 CFD Bid-Offer Price (when closing the contract at day t+1): 856,125 – 858,125 Closing Price of the position at day t+1: 856,125  
 P&L: (856,125 – 862,8750) \*100\*1 = -675 USD (loss)  
 Assuming the exchange rate is GBP/USD = 1.44 there will be a (8,73 + 675)/1.46 = -468.31 GBP loss.

#### Example 6 – CFD Long Intraday with index volatility future as Underlying Asset

Underlying Asset: future on volatility index V Number of lots: 1  
 Multiplier: 1000  
 Margin: 20%  
 Automatic Stop Loss: 10% Direction: Long Position  
 CFD Bid-Offer Price: 15.40 – 15.50 (when opening the contract)  
 EUR/GBP exchange rate: 0.85  
 Opening price of the position at day t: 15.50  
 Value: 13,175 GBP (1\*15.50\*1000 with the above EUR/GBP exchange rate)  
 Margin value: 2,635 GBP (15,50\*1000\*20%)\*0.85  
 Stop Loss Price: 15.50 – 10%= 13.95  
 When closing the Position, the Margin converted in GBP is the same deposited (2,635 GBP) P&L is calculated in the original currency and converted to GBP upon cash settlement.  
 The Client closes the Position  
 CFD Bid-Offer Price (when closing the contract): 15.80 – 15.90  
 Closing Price of the position: 15.80  
 P&L: (15.80 – 15.50)\*1000\*1 = 300 EUR (profit)  
 Assuming the exchange rate is EUR/GBP = 0.85 there will be a 255 GBP net profit.

#### Example 7 – CFD Long with index volatility future as Underlying Asset (with loss)

Underlying Asset: future on volatility index V Number of lots: 1  
 Multiplier: 1,000  
 Margin: 30%  
 Automatic Stop Loss: 15% Direction: Long Position Opening position in day t Closing position in day t+1  
 CFD Bid-Offer Price: 16.10 – 16.20 (when opening the contract)  
 EUR/GBP exchange rate: 0.85  
 Opening price of the position at day t: 16.20  
 Value: 13,770 GBP (1\*16.20\*1000 with the above EUR/GBP exchange rate)  
 Margin value: 4,131 GBP (16.20\*1000\*30%)\*0.85  
 Stop Loss Price: 16.20 – 15%=13.77  
 When closing the Position, the Margin converted in GBP is the same deposited (4,131 GBP) P&L is calculated in the original currency and converted to GBP upon settlement Financing Costs applied Euribor + 2.95%: 3.25% (0.30% + 2.95%)  
 Settlement price of CFD at the end day t: 16.10  
 Financing Costs charged when closing the contract at dat t+1: EUR 1,01 [(16.10\*1\*1,000) - 4,860]\*(3.25/36000)]  
 The Client closes the Position in day t+1:  
 CFD Bid-Offer Price (when closing the contract at day t+1): 15.90 – 16.00  
 Closing Price of the position at day t+1: 15.90  
 P&L: (15.90 – 16.20)\*1,000\*1 = -300 EUR (loss)  
 Assuming the exchange rate is EUR/GBP = 0.84 there will be a (1,01 + 300)\*0.84 = -252.85 GBP loss.

**SHARE INDEX AS UNDERLYING ASSET**

Underlying Index	Country	Multiplier	Max Spread (index Points)	Upper limits <sup>1</sup>	Settlement date	Intraday Trading Hours			Multiday Trading Hours	
						Start	End	Automatic closure phase	Start	End
FtseMib	Italy	2	14	25	T+1	8:00:00	19:20:00	19:20:01 - 19:24:59	08:00:00	19:25:00
Psi20	Portugal	1	30	15		8:00:00	16:30:00	16:30:01 - 16:34:59	08:00:00	16:35:00
Ibex35	Spain	1	4	25		07:00:00	18:50:00	18:50:00 - 18:54:59	07:00:00	18:55:00
Dax30	Germany	1	0,7	100		7:00:00	20:50:00	20:50:01 - 20:54:59	07:00:00	20:55:00
TecDax		1	8	60		08:00:00	16:25:00	16:25:01 - 16:29:59	08:00:00	16:30:00
Cac40	France	1	1	220		7:00:00	20:50:00	20:50:01 - 20:54:59	07:00:00	20:55:00
Eurostoxx50	Europe	1	1,5	300		7:00:00	20:50:00	20:50:01 - 20:54:59	07:00:00	20:55:00
OmxH25	Finland	2	8	20						
Aex	Holland	10	1	30		08:00:00	20:50:00	20:50:01 - 20:54:59	08:00:00	20:55:00
Smi	Switzerland	1	6	35						
Ftse100	United Kingdom	1	0,7	100		08:00:00	20:50:00	20:50:01 - 20:54:59	08:00:00	20:55:00
ipc	Mexico	1	120	40		13:30:00	20:50:00	20:50:01 - 20:54:59	13:30:00	20:55:00
Ici20	Belgium	1	20	40		08:00:00	16:25:00	16:25:01 - 16:29:59	08:00:00	16:30:00
OmxS30	Sweden	100	3	10		08:00:00	16:20:00	16:20:01 - 16:24:59	08:00:00	16:25:00
Obx	Norway	100	2,5	15		08:00:00	16:15:00	16:15:01 - 16:19:59	08:00:00	16:20:00
DJ30	USA	0,5	1	140		7:00:00	21:45:00	21:45:01 - 21:49:59	07:00:00	21:50:00
Nasdaq100		1	0,7	350						
SP500		1	0,3	650						
Russell2000		10	2	15						
Jse40	South Africa	1	120	30		08:00:00	15:55:00	15:55:01 - 15:59:59	08:00:00	16:00:00
Bovespa	Brazil	0,2	100	20	14:15:00	20:40:00	20:40:01 - 20:44:59	14:15:00	20:45:00	

<sup>1</sup> Upper limits are expressed in lots and they represent the maximum number of lots for each Position. Trading hours, indicated in the table, may change from summer/winter time of different countries

**SHARES AS UNDERLYING ASSET**

Market	Mark-up	Settlement Date	Intraday Trading Hours			Multiday Trading Hours	
			Start	End	Automatic closure phase	Start	End
UK Ftse 100 <sup>1</sup>	No mark-up applied <sup>2</sup>	T+1	08:00	16:25	16:26:01 - 16:29:59	08:00	16:27
UK Ftse 250 <sup>1</sup>	0.06% per side <sup>3</sup>		08:00	16:25	16:26:01 - 16:29:59	08:00	16:27
USA	No mark-up applied <sup>2</sup>		16:30	20:50	20:56:01 - 20:59:59	14:30	20:57
Europe	No mark-up applied <sup>2</sup>		08:00	16:25	16:25:15 - 16:29:59	08:00	16:27

<sup>1</sup> The Bank selects from time to time, among those of the specified index, certain shares as underlying asset of the CFDs, without being in any way obliged to make available for trading CFDs on all the shares of that index as underlying asset.

<sup>2</sup> The Bank does not apply any mark-up to the market spread.

<sup>3</sup> The Bank applies a mark-up to Bid/Ask market prices.

**BONDS FUTURE AS UNDERLYING ASSET**

Underlying Bond Future	Reference Market	Multiplier	Max Spread (index Points)	Upper limits <sup>1</sup>	Settlement date	Intraday Trading Hours			Multiday Trading Hours			
						Start	End	Automatic closure phase	Start	End		
LONG GILT	EUREX	100	0,06	100	T + 1	7:00:00	17:50:00	17:50:01 - 17:54:59	07:00:00	17:55:00		
Super GILT		1000	0,02	5								
BTP		100	6	100								
Super BTP		1000	0,02	5								
BTP Short Term		100	4	50								
OAT		80	6	100								
BUND		75	6	200		7:00:00	20:50:00	20:50:01 - 20:54:59	07:00:00	20:55:00		
Super BUND		1000	0,02	7								
BOBL		100	6	100								
SCHATZ		100	4	100								
BUXL		100	8	50								
Super BUXL		1000	0,04	5								
								7:00:00	20:50:00	20:50:01 - 20:54:59	07:00:00	20:55:00

<sup>1</sup> Upper limits are expressed in lots and they represent the maximum number of lots for each Position.

**VOLATILITY INDEX FUTURE AS UNDERLYING ASSET**

Volatility Index Future	Reference Market	Multiplier	Max Spread (index Points)	Upper limits <sup>1</sup>	Settlement date	Intraday Trading Hours			Multiday Trading Hours	
						Start	End	Automatic closure phase	Start	End
EU STOXX VOLATILITY	EUREX	1000	0,10	5	T + 1	07:00:00	20:50:00	20:50:00 - 20:54:59	07:00:00	20:55:00

<sup>1</sup> Upper limits are expressed in lots and they represent the maximum number of lots for each Position

**COMMODITY FUTURES AS UNDERLYING ASSET**

Underlying Commodity Futures	Reference Market	Multiplier	Mark up <sup>1</sup>	Upper limits <sup>2</sup>	Settlement date	Intraday Trading Hours			Multiday Trading Hours	
						Start	End	Automatic closure phase	Start	End
Oil	CME	50	0,08% per side	100	T + 1	07:00:00	21:45:00	21:45:01 - 21:49:59	07:00:00	21:50:00
Natural Gas		500	0,08% per side	100						
Gold		5	0,08% per side	100						
Platinum		2,5	0,08% per side	60						
Palladium		2,5	0,08% per side	120						
Silver		2,5	0,08% per side	200						
Copper		12,5	0,08% per side	60						
Super Oil		1000	0,08% per side	5						
Super Natural Gas		10000	0,08% per side	5						
Super Gold		100	0,08% per side	5						
Super Platinum		50	0,08% per side	3						
Super Palladium		100	0,08% per side	3						
Super Silver		50	0,08% per side	10						
Super Copper		250	0,08% per side	3						

<sup>1</sup> The Bank applies a mark-up to Bid/Ask market prices

<sup>2</sup> Upper limits are expressed in lots and they represent the maximum number of lots for each Position. CFDs are Complex products suitable for sophisticated investors only

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## General Information on Services/Products

### Description of the Service/Platform

Foreign Exchange ("FX")

### Product Description

FX CFD = CFD for which the Underlying Asset is a "Currency Pair" (exchange rate differential between two currencies or a currency pair)

### DESCRIPTION

#### Nature of Contract

A FX CFD Contract (referred to herein as a FX CFD) value is directly referenced to the value of the Underlying Currency Pair. Specifically, the FX CFD requires the payment of the difference between the Position on opening (Average Opening price) and the Position on Closing. Where an FX CFD order is Intraday the FX CFD shall be closed at the end of Trading Hours of the same day either automatically, or by you. If you select the Multi-day mode, the Position will stay open until (a) you close it, (b) the automatic Stop Loss threshold is met, or (c) once 12 months have passed from the date of the Position opening. An FX CFD can be opened with a Margin deposit which is a low percentage of the full value of the FX Position whereas your profit and loss corresponds directly with changes in the total value of the Position, with the result that an FX CFD may have a strong leverage effect.

**CFDs are considered complex products suitable only for sophisticated investors.**

An FX CFD is a speculative transaction with a high degree of risk even if used with a Stop Loss that could mitigate potential losses. CFD operations are subject to upper limits specified in the Client Area of our website.

#### Aims

The aim of an FX CFD contract is to secure profits from changes in the price of the underlying Currency Pair, without actually purchasing the underlying FX and without paying the full purchase cost of the FX. The leverage effect therefore allows you to multiply many times any profit or loss (positive or negative) of the transaction in comparison with holding a Position directly in the underlying FX. A client that elects to buy an FX CFD (long Position) anticipates a rise of the Base Currency compared to the Price Currency, while a client that elects to sell an FX CFD (short Position) anticipates a fall of the Base Currency compared to the Price Currency.

#### Parties to a CFD – Position Direction

An FX CFD transaction is governed by the terms of the Derivatives Trading Contract and the Terms of Business.

The parties to a FX CFD are the Client and the Bank, who may either be Buyer or Seller of the CFD. Negotiating the CFD order opens a Position:

- If you are a buyer your Position is long;
- If you are a seller your Position is short.

#### Client Obligations

When opening a CFD you undertake the obligation to deposit Margin which represents a percentage of the CFD quoted price or Underlying Asset value. In respect of Intraday operations, you undertake to close the CFD by the end of Trading Hours on the day a CFD transaction is executed. In respect of Multi-day Positions, you undertake to pay the fees according to the Financial Terms set out in this Agreement, in addition to the Margin. Bank Obligations

We undertake to quote FX CFD Price, and to communicate such prices to you before every transaction affecting the CFD. The Stop Loss price is not guaranteed and there is no certainty that the Position will actually be closed at that Stop Loss Price. When the Stop Loss Price is reached, we automatically place a closing order which is at a market price.

### SPECIFIC PRODUCT RISKS

#### Volatility and Exchange Risk

Exchange risk manifests when the investment market value reacts to variations of Exchange Rates. Variation risk and price volatility appear when the market value of portfolio instruments is sensitive to variations of volatility affecting other market variables such as interest rates and Exchange Rates. FX CFD transactions are subject to both risks due to Exchange Rates volatility, both between base-price currencies and between these and GBP. Furthermore, since the exchange market works 24 hours a day, Sunday to Friday, while we operate shorter Trading Hours, open Positions are subject to Exchange Rate volatility during periods when you cannot place an order to close a Position. In order to limit this risk you may, when placing a Multi-day order, place conditional orders which may operate outside Trading Hours.

#### Market Risk – Leverage Effect

CFD operations involve a significant degree of risk. Margin is not as high in amount as the CFD value, and this creates a "leverage effect". This trading mode requires good knowledge of the currency exchange markets and trading. Specifically, even if you have automated Stop Loss orders, the loss may exceed the Margin in a fast moving or gapping market.

CFDs allow clients to achieve a "leverage effect", multiplying the revenue (positive or negative) of a transaction when compared to the invested capital (margin deposited).

#### Conflicts of Interest

The Spread between the CFD Bid/Ask price quoted by us will cover costs associated with the FX CFD trading activity and Bank remuneration.

As the Spread may be varied by us using our discretion at any time within contractually agreed limits, it is possible to identify an "interest" of ours which may conflict with your interest.

#### CFD Target Clients

CFDs are derivative products that have a high level of risk. For this reason they are most suitable for more knowledgeable investors who seek investments of speculative nature.

#### Opening and managing a Position - Client

You select the Underlying Currency Pair in relation to the chosen CFD, from a list available on the platforms. The system shows the details related to the CFD FX pair selected by you: acronyms of the currencies pair, CFD price, minimum quantity of the transaction and minimum Margin percentage. You select, from predefined lists, the notional, the Margin percentage, order type, (at "market price" or with a price limit), the transaction validity (daily or until cancellation) and the transaction type (Multi-day, Intraday). You also select the direction of the transaction in relation to the Base Currency and confirm your order placement by entering your PIN. If the order is on the market, it is executed at the CFD Ask price for buying orders; Bid price for selling orders published by us; if the order has a price limit, it will be carried out only when the CFD price quote reaches this limit within the order validity period.

When placing an order, the system deducts the Margin from the available trading balance. If there is an insufficient balance, the order will be rejected. Debiting the Margin is recorded on the current account at the time the transaction is settled (after the conversion to GBP, if necessary).

Orders confirmed by you are on the "forex order monitor" section specifying its status: placed, cancelled, executed or rejected. Additional information is available for each order. The Position, specified in the Base Currency, opened after executing an order, is displayed in the portfolio section of our Website specifying profits and losses (in the original currency and in GBP), updated in real time according to current quotes. Every open and closed Position is also viewable in the orders monitor.

Each Position automatically generates an automated Stop Loss.

By executing a CFD a Position is opened. Successive orders from you for transactions with the same Underlying Asset, same transaction type (Intraday, Multi-day) and same Margin, will reference a single Position. Each order closing a CFD determines the related settlement, as well as any adjustment of the Margin. The Position is closed when the CFD's balance which also considers placed orders even if not yet filled is 0.

For each Underlying Currency Pair, you may open at most one Intraday Position and/or one Multi-day Position.

### Placement of Conditional Orders by the Client

You may place conditional orders that are to be executed with reference to a specific CFD threshold price, after which the order will be executed as a market order.

### Closing the Position

The Position may be closed in the following ways: Intraday Positions:

- Following your decision, at any time during our FX Trading Hours except when the CFD quotes are unavailable due to an interruption in trading of the Underlying Asset by the Financial Operators selected by us.
- Automatically at the end of the FX Day on which the Position was opened.
- Automatically upon reaching the Stop Loss price. Multi-day Positions:
- Following your decision, at any time during our FX Trading Hours except when the CFD quotes are unavailable due to an interruption in trading of the Underlying Asset by the Financial Operators selected by us.
- Automatically upon reaching the Stop Loss Price
- Automatically on the passing of 12 months following the opening of the Position, providing the Position has not been closed previously.

- In addition we may elect to close Positions if there is any shortfall and to use the liquidity deriving from those Positions for the coverage of that shortfall.

The choice between Intraday and Multi-day mode must be made upon opening the CFD, but may be altered afterwards:

- A Multi-day CFD may be closed on the same day as it is opened.
- Unless it is explicitly forbidden, an Intraday CFD can be converted to a Multi-day directly on your instructions placed as per the deadline set by us (carry-on).

### Closing the Position - Client

You may select the Position you want to close from the list of your open Positions. The system shows the CFD with a level of detail selected by you including the CFD Offer Price. You confirm the order by entering your PIN. You may also close the Position by placing an order equal in size and in transaction type (Intraday or Multi-day), on the same Underlying Asset but with an opposite direction.

When executing a Cover Transaction we return the Margin on your Trading available balance. It is recorded in your current account on the settlement date of the transaction.

The closing order, as confirmed by you, is displayed on the Forex order monitor section. Detailed information and execution times are available for each order.

Closed Positions no longer appear on the Forex portfolio. However they are available on the Forex monitor section showing the profits or losses gained, in GBP. The P&L value is temporary as the final value will only be determined on the closing of the Service.

### CFD Settlement

Where a CFDs Position is closed, on the settlement date, we credit/debit your current account with the P&L.

The settlement date for FX CFD is equal to t+2 except for USDCAD and USDTRY which is equal to t+1.

### Record of operations on the current account

The current account of each CFD will be debited or credited, on the settlement date, with the Margin. When closing a CFD, the following is separately recorded:

- Margin
- Record of any fee (only for Multi-day Positions)
- P&L debit/credit

Where CFDs concern the same Position, the records listed above shall be grouped by Position.

**Negative Balance Protection:** means the protection related to CFD transactions, from events that may result in losses exceeding the Margin and that limits your aggregate liability for your CFD trading with us to the funds in your account. If, losses in CFD positions occur which exceed the Margin and where their settlement results in a negative balance on your Account, the Bank will, within the next following days and exclusively with reference to the CFD positions involved, credit your Account with an amount equal to the negative balance caused by these losses. In any case, the amount credited by the Bank, under the Negative Balance Protection, cannot exceed the amount of losses incurred on CFD positions exceeding the Margins deposited by you. This provision does not apply for Professional Clients.

### Handling of Mistakes and/or Delays

In the event of any mistakes or delays in determining or transmitting CFD Offer Prices in relation to one or more orders made by you, we may rectify, correct, reverse or adjust, even by crediting/ debiting your current account, taking into account market conditions, without being bound by other transactions executed at a clearly incorrect price, that you were or should have been aware of.

### Help

For any other technical query or more details you should read the website's Help section. Orders must be sent to us electronically using our on-line platform. Only those orders relating to Cover Transactions can be communicated to us by telephone.

### DEFINITIONS

**"Average Opening Price"** means the CFD Ask price quoted by us when opening a long Position where you are a buyer, and the CFD Bid price quoted by us when opening a short Position where you are a Seller. In case of several transactions in the same direction forming part of the same Position, it shall be the weighted average price of all orders.

**"Base Currency"** means a numerator of the CFD Underlying Currency Pair.

**"Bid-Ask Price of the Underlying Asset"** means the Bid/Ask price quoted for the Underlying Asset on the Reference Market by the Financial Operators selected by us.

**"CFD Offer Price"** means the Bid/Ask price quoted by us, which is used to execute a CFD transaction. In accordance with our pricing policy those prices are directly referenced to the value of the Underlying Currency Pair, as the Underlying Asset. Should trading of the Underlying Asset in the Reference Market be suspended by the Financial Operators selected by us, Bank CFD quotes will also be suspended. Those prices are published on our website and we communicate such prices to you before every operation affecting the CFD.

**"Client-defined Stop Loss"** means a stop loss specified by you to close a Position that is to be placed if a specific CFD threshold price will be reached. The Client-defined Stop Loss cannot be the same as the Stop Loss Price.

**"Closing Price"** means the CFD price (bid or ask according to the direction of your Position) quoted by us at the time you close the Position. In the case of automatic closure at the end of Trading Hours it is a random price determined during the market closing phase. Should CFD quotes be unavailable due to lack of relevant data, the most recent CFD Offer price that is available shall be used.

**"Contract"** means a CFD which has as an Underlying Asset an exchange rate between currencies (Exchange Rate).

**"Cover Transaction"** means a transaction intended to close (partially or totally) a Position, by executing a transaction in the opposite direction to the open transaction Position.

**"Currency Pair"** is the quotation of the relative value of a currency unit against the unit of another currency in the foreign exchange market. The first listed currency of a currency pair is called the Base Currency, and the second currency is called the Price Currency

**"Derivatives Trading Contract"** means the contract with us, which governs transactions with or for you in Derivatives.

**"Exchange Rates"** means the relationship between two currencies (a Currency Pair); whereby the first currency is quoted at a fixed price and the price of the second currency floats. For example, in the case of the Euro/USD exchange rate, the Euro would be fixed at "1.00" and the USD price would float against that fixed price.

**“Financial Operators”** financial operators selected by us (among the main operators on the Relevant Market) which provide us with an Underlying Asset Price in order to quote the CFD Offer Price.

**“Forex Platform”** means all electronic procedures for the purpose of FX CFD negotiation. These procedures are published on our website, on the Fineco trading platforms and on mobile App.

**“FX Day”** begins at the opening time of our service and ends at the closure time of our service as detailed in the “Trading Hours” definition.

**“Leverage”** means the relationship between the CFD Notional and Margin requirement. Leverage limits on the opening of a position are different according to the Customer Classification (Retail or Professional Clients) and to the Underlying Asset:

- Leverage limits for Retail Clients are maximum:
  - 30:1 for major currency pairs (when the underlying currency pair is composed of any two of the following currencies: USD, EUR, JPY, GBP, CAD or CHF);
  - 20:1 for non-major currency pairs.
- Leverage limits for Professional Clients are maximum 100:1 for all Underlying Assets.

**“Margin”** means the amount used by you, in GBP, to open the CFD. The Margin is to be calculated by applying the Margin Percentage to the Notional. If the Notional is not a GBP currency, the Margin will be converted at the current exchange rate into GBP, when placing the order.

**“Margin Percentage”** means the percentage that determines the Margin. It is chosen by you from a list of values determined by us and published on the Forex Platform when placing the order. Values on the list may vary in relation to Intraday or Multi-day orders and/or the Currency Pair, chosen as the Underlying Asset.

**“Maximum Duration”** means the date and time that we stipulate by which a FX CFD must be closed. In the case of Intraday Position, this will be end of Trading Hours on the day the FX CFD has been opened. In the case of Multi-day Position, this will be 12 months.

**“Multi-day Position Fee”** means the fee which shall be applied to each FX CFD Position open for more than a Working Day (Multi-day), constituted by a fixed and a variable part as follows:

- Fixed fee: charge of 2.95% of the Position value expressed in GBP, using the Notional as reference.
- Variable fee: based on Rates for the Currency Pair. Each working day, as determined between 22:00:00 and 22:30:00, we calculate the mathematical average of CFD bid/ask prices. This average price is multiplied by one of the following factors depending on the Position direction (long or short) as follows:

$$\text{Long position} = \frac{1 + \frac{\text{Price Currency Ask value}}{36,000} * \text{Days}}{\text{Base Currency Bid value}} * \text{Days}$$

$$\text{Short position} = \frac{1 + \frac{\text{Price Currency Bid value}}{36,000} * \text{Days}}{\text{Base Currency Ask value}} * \text{Days}$$

Long Positions are calculated as the difference between:

- Mathematical average of CFD prices;
- Mathematical average of CFD prices multiplied for the abovementioned factor.

This is multiplied for the Position quantity and converted in GBP, employing the current GBP/Price Currency exchange rate. The resulting amount, if negative, will be billed to the client. If positive, it will be credited on the client’s account.

Short Positions are calculated as the difference between:

- Mathematical average of CFD prices multiplied for the abovementioned factor;
- Mathematical average of CFD prices.

This is multiplied for the Position quantity and converted in GBP, employing the current GBP/Price Currency exchange rate. The resulting amount, if negative, will be billed to the client. If positive, it will be credited on the client’s account.

Daily, should the Position, at the end of the day, be reduced or set to zero the fees are calculated and recorded accordingly.

Multi-day Positions that stay unchanged for at least 90 days have fees calculated and reserved on the available balance. Fees are recorded on your current account when the Position is closed even partially.

**“Notional”** means the quantity of the FX CFD Underlying Asset referencing the Base Currency. For each FX CFD, we will determine the minimum amount of Base Currency which is negotiable. This amount will be published on the Forex Platform when placing the order.

**“OTC Market”** means un-regulated market.

**“P&L”** means the difference between the Average Opening Price and the Closure Position Price, either a profit or a loss.

**“Pips”** means the smallest variation in a foreign exchange rate, usually the 4th digit after a decimal point.

**“Position”** means the net balance specified in the Base Currency, deriving from one or more FX CFD transactions with the same Underlying Asset, the same transaction type (Intraday, Multi-day) but also with different direction and the same duration.

If the balance of all CFDs is positive the Position is long, otherwise the Position is short. Each Position implies positions with opposite direction on the two currencies of the pair. For example a long Position on JPY/USD implies a long exposure on JPY and a short exposure on USD.

- If you are a buyer your Position is long;
- If you are a seller your Position is short.

**“Price Currency”** means a denominator of the CFD Underlying Currency Pair.

**“Rates on Currencies”**: are the bid/ask values that determine the cost or reward (variable fee) of holding an open position overnight. The bid/ask values for each currencies to use in the formula above are published in the Client Area, Portfolio section of our Website.

**“Reference Market”** means the Foreign Exchange Market, the OTC International Market on currencies

**“Service end time (closure)”** activity is suspended during the hours specified in the following table.

**“Service start time (opening)”** it is possible to place orders from the makert hours specified in the following table.

**“Spread”** means the difference between the Ask price and the Bid price.

**“Stop Loss Price”** means the threshold price which, if reached, results in the automatic placing of an order at market price to close the Position. The threshold price is calculated by adding or subtracting (depending on the Position Direction) the Stop Loss Percentage to or from the average Opening Price of the Position. The threshold price is considered to have been reached when the Bid/Ask price of the CFD is equal to, or exceeds, the threshold price. The

Stop Loss price is not guaranteed and there is no certainty that the Position will actually be closed at that price. Each Position automatically generates an automated Stop Loss. You may also choose your own Stop Loss (Client-defined Stop Loss) order by specifying a threshold, provided such threshold is not higher (or lower for short Positions) than the automatic Stop Loss threshold applied by us.

**“Stop Loss Percentage”** means a percentage that is half of the Margin requirement percentage applicable to a CFD transaction.

**“Trading Hours”** means the time period in which we provide a service to open, vary or close the CFD. Trading hours are specified in the following table.

**“Underlying Asset”** means the Currency Pair referenced by the CFD.

**“Upper Limits”** means that in order to limit risks deriving from FX CFD, we have defined the following operational limits:

- U1 – The upper limit for each Position is defined by us in relation to the Notional which will be also indicated in the Client Area and in the following table. Any orders that imply the Position exceed this limit, will be rejected.
- U2 – The upper limit for each order is defined by us in relation to the Notional which will be also indicated in the Client Area and in the following table. Any orders made which exceed this limit will be rejected.
- U3 – By daily traded value. The total maximum negotiable Buy and Sell amount within the same day is defined by the Bank for each Cross with reference to the notional and is indicated both in Client Area and in the table below; any orders involving the exceeding of this limit will be rejected.

**EXAMPLES**

**Example 1 – Intraday Operation**

CFD: GBPUSD  
 Base Currency: GBP  
 Price Currency: USD  
 Margin: 3.5%  
 Stop Loss threshold: 1.75%  
 Quantity: 7,000 Units  
 Margin Import= 7,000\*3.5%=245 GBP  
 Direction: Long Position CFD  
 Offer Price: 1.24392-1.24433 (Spread= 41 Pips) Average Opening Price 1.24433.  
 Book Value: 7,000  
 GBP Stop Loss: 1.2225.  
 Closing Price: 1.24553  
 P&L: (1.24553-1.24433)\*7,000=+ 8.4 USD (profit)  
 USD Exchange rate at closure time: 1.251 GBP profit: 8.4/1.251=6.715 GBP

**Example 2 – Multi-day Long Position Day T**

CFD: GBPUSD  
 Base Currency: GBP  
 Price Currency: USD Margin: 10%  
 Stop Loss threshold: 5%  
 Quantity: 7,000 units  
 Margin Amount = 7,000\*10% = 700 GBP  
 Direction: Long Position  
 CFD Offer Price: 1.24137-1.24182  
 Average Opening Price: 1.24182  
 Book value: 7,000 GBP  
 Stop Loss: 1.17973  
 CFD Fx prices at the end of date t: 1.24117-1.24162  
 Mathematical average of CFD price: (1.24117 + 1.24162)/2 = 1.241395  
 Fixed Passive Fee : 2.95%\*7,000/360\*1 = 0.5736 GBP  
 Variable Fee:  
 - Bid/Ask values of the Base Currency rate: 0.10-0.29  
 - Bid/Ask values of the Price Currency rate: 0.75-0.85

$$\text{Long position formula} = \frac{1 + \frac{0.85 \text{ (ask)}}{36} * 1}{1 + \frac{0.1 \text{ (bid)}}{36} * 1} = 1.020775$$

Mathematical average of CFD price \* the result of the above formula: 1.241395\*1.020775= 1.267185. As this is a Long Position, the difference is calculated between the above values: (1.241395 – 1.267185) = -0.02579

This difference is then multiplied for the quantitative (7,000 units): 7,000\*(- 0,02579) = - 180.53 The GBP exchange rate is then applied (- 180.53/1.2) = -150.4417 GBP. Final billed fee: 0.5736+150.4417 = 151.0153 GBP

**Example 3 – Multi-day Operation with partial closure and delay**

CFD: GBPUSD  
 Base Currency: GBP  
 Price Currency: USD  
 Date T: opening a Multi-day Long Position with the following traits  
 Margin: 10%  
 Stop Loss threshold: 5%  
 Quantity: 7,000 units  
 Margin Value = 7,000\*10% = 700 GBP  
 Direction: Long Position  
 CFD Offer Price: 1.2295-1.22963  
 Average Opening Price: 1.22963  
 Book value: 7,000 GBP  
 Expiry Date: T+365  
 Stop Loss: 1.16815  
 Date T+1: Position incremented with the following order: Margin: 10%  
 Stop Loss threshold: 5%  
 Quantity: 14,000 units Average  
 Opening Price: 1.24  
 The Position will change and feature the following traits: Quantity: 21,000 units  
 Average Opening Price: 1.234815 New Stop Loss: 1.17307  
 Position expiry date: still T+365  
 Date T+2: partial closure of 14,000 units Closing price: 1.25  
 P&L Price Currency: 212.59 USD  
 P&L Base Currency: 212.59/1.2 = 177.16 GBP Fees for 2 days of open Position will be applied.  
 Stop Loss of residual Position: 1.17307 (unchanged)  
 Date T+365: Position expiry date  
 The Bank shall close any open Position (Multi-day Long 7,000 units) at the current market price 365 days after the CFD was opened. The Bank will credit the Guarantee Margin, debit/credit the variation Margin and Multi-Day Position Fee.

Cross base currency / quote currency	Maximum limit expressed in base currency					Maximum leverage <sup>1</sup>	Minimum quantity expressed in base currency	Market Hours <sup>2</sup>				
	Intraday		Multiday		Daily traded value			Intraday			Multiday <sup>3</sup>	
	Order	Position	Order	Position				Start	End	Auto- matic closure time	Start	End
EUR/CHF	2.000.000	2.000.000	4.000.000	4.000.000	7.000.000	30	10.000	05:15	21:50	from 21:50 to 22:00		
EUR/GBP	1.500.000	1.500.000	3.000.000	3.000.000	8.000.000	30	10.000					
EUR/JPY	5.000.000	5.000.000	9.900.000	9.900.000	28.000.000	30	10.000					
EUR/USD	5.000.000	5.000.000	9.900.000	9.900.000	40.000.000	30	10.000					
GBP/USD	1.500.000	1.500.000	3.000.000	3.000.000	20.000.000	30	7.000					
USD/JPY	2.500.000	2.500.000	5.000.000	5.000.000	28.000.000	30	10.000					
AUD/CAD			2.000.000	2.000.000	3.000.000	20	17.000	Intraday activity not available	Intraday activity not available		Sunday at 22:15	Friday at 22:00
AUD/CHF			2.000.000	2.000.000	2.000.000	20	17.000					
AUD/JPY			2.000.000	2.000.000	6.000.000	20	17.000					
AUD/NZD			2.000.000	2.000.000	4.000.000	20	17.000					
AUD/USD			2.000.000	2.000.000	5.000.000	20	17.000					
CAD/CHF			2.000.000	2.000.000	2.000.000	30	15.000					
CAD/JPY			2.000.000	2.000.000	5.000.000	30	15.000					
CHF/DKK			2.000.000	2.000.000	2.000.000	20	16.000					
CHF/JPY			2.000.000	2.000.000	5.000.000	30	16.000					
CHF/NOK			1.000.000	1.000.000	2.000.000	20	16.000					
CHF/SEK			2.000.000	2.000.000	2.000.000	20	16.000					
DKK/JPY			2.000.000	2.000.000	2.000.000	20	76.000					
EUR/AUD			2.000.000	2.000.000	3.000.000	20	10.000					
EUR/CAD			2.000.000	2.000.000	3.000.000	30	10.000					
EUR/CZK			1.000.000	1.000.000	1.000.000	20	10.000					
EUR/DKK			5.000.000	5.000.000	5.000.000	20	10.000					
EUR/HKD			1.000.000	1.000.000	1.000.000	20	10.000					
EUR/HUF			400.000	400.000	1.000.000	20	10.000					
EUR/MXN			1.000.000	1.000.000	6.000.000	20	10.000					
EUR/NOK			1.000.000	1.000.000	2.000.000	20	10.000					
EUR/NZD			2.000.000	2.000.000	14.000.000	20	10.000					
EUR/PLN			400.000	400.000	1.000.000	20	10.000					
EUR/SEK			1.000.000	1.000.000	1.500.000	20	10.000					
EUR/SGD			400.000	400.000	1.500.000	20	10.000					
EUR/TRY			1.000.000	1.000.000	1.000.000	20	10.000					
EUR/ZAR			500.000	500.000	1.500.000	20	10.000					
GBP/AUD			1.000.000	1.000.000	2.000.000	20	7.000					
GBP/CAD			1.500.000	1.500.000	2.000.000	30	7.000					
GBP/CHF			1.000.000	1.000.000	2.500.000	30	7.000					
GBP/JPY			2.000.000	2.000.000	5.000.000	30	7.000					
GBP/NOK			1.000.000	1.000.000	1.500.000	20	7.000					
GBP/NZD			2.000.000	2.000.000	2.000.000	20	7.000					
GBP/SEK			1.000.000	1.000.000	2.000.000	20	7.000					
NOK/JPY			2.000.000	2.000.000	5.000.000	20	80.000					
NOK/SEK			2.000.000	2.000.000	5.000.000	20	80.000					
NZD/CHF			2.000.000	2.000.000	2.000.000	20	22.000					
NZD/JPY			2.000.000	2.000.000	4.000.000	20	22.000					
NZD/USD			2.000.000	2.000.000	5.000.000	20	22.000					
USD/CAD			3.000.000	3.000.000	12.000.000	30	10.000					
USD/CHF			4.000.000	4.000.000	4.000.000	30	10.000					
USD/CZK			400.000	400.000	500.000	20	10.000					
USD/DKK			2.000.000	2.000.000	2.000.000	20	10.000					
USD/HKD			2.000.000	2.000.000	2.000.000	20	10.000					
USD/MXN			1.000.000	1.000.000	10.000.000	20	10.000					
USD/NOK			2.000.000	2.000.000	4.000.000	20	10.000					
USD/SEK			2.000.000	2.000.000	4.000.000	20	10.000					
USD/TRY			1.000.000	1.000.000	1.000.000	20	10.000					
USD/ZAR			500.000	500.000	1.500.000	20	10.000					

1 Maximum leverage for retail customers.

2 Activity via Customer Care is available from Monday to Friday from 07:00 to 22:00 only for closing orders (total or partial).

3 Technical blackout everyday from 22:00 to 22:15 during which it is not possible to place new orders. Due to the absence of market data, from 22:00 to 22:15 automatic orders will not be executed. During closing hours (from 22:00 on Fridays to 22:15 on Sundays), limit type orders valid until cancellation, automatic stop loss orders defined by the bank or by the customer will not be executed.

## General Information on Services/Products

### Description of the Service/Platform

Logos

### Product Description

Logos or Logos Day CFD Contract - a CFD with shares, indices futures, commodity futures, currencies futures, or bonds futures as an Underlying Asset.

### DESCRIPTION

#### Nature of the Contract

A Logos CFD Contract's Value is directly referenced to the value of the Underlying Asset. A profit or loss is the difference between the CFD opening Position price and closing Position price quoted by us. The CFD Offer Price is determined by us applying a Mark-up to the real-time market price of the Underlying Asset. The maximum amount of Mark-up applicable is 0.19%. Since a Logos CFD contract can be opened with a Margin deposit which is a minimum percentage of the value of the CFD Position held, whereas your P&L corresponds directly with changes in the total value of the CFD Position, a CFD Contract has a strong leverage effect.

A Logos CFD Contract is a speculative transaction with a high degree of risk even if used with a guaranteed Stop Loss where the loss cannot exceed the Margin deposit.

CFDs are traded in GBP. This means that, even in case of CFDs with Underlying Assets in a foreign currency, the Underlying Asset Offer Price and the CFD Offer Price will always be in GBP. CFDs may be described as "synthetic products", reflecting the Underlying Asset Offer Price traded in non-GBP currencies assuming a 1:1 exchange rate. CFDs are considered complex products suitable only for sophisticated investors.

### Aims

The aim of a CFD Contract is to secure profits from changes in the Underlying Asset Offer Price, without actually owning the Underlying Asset and without paying the full purchase cost of the Underlying Asset. The leverage effect therefore allows you to multiply many times any Profit or Loss (positive or negative) of the transaction in comparison with holding a Position directly in the Underlying Asset. A client that elects to buy a Logos CFD contract (long Position) anticipates a rise in the Underlying Asset Offer Price, while a client that elects to sell a Logos CFD Contract (short Position) anticipates a fall in the Underlying Asset Offer Price.

### Parties to a CFD – Position Direction

A CFD transaction is governed by the terms of the Derivatives Trading Contract and the Terms of Business.

The parties to a Logos CFD Contract are the Client and the Bank, who may either be Buyer or Seller of the CFD. Execution of a CFD order opens a Position:

- If you are a buyer your Position is long;
- If you are a seller your Position is short.

### Client Obligations

When opening a CFD you undertake the obligation to deposit Margin which represents a percentage of the CFD Value. Should the available account balance be insufficient for the required Margin, the order shall be rejected. A Logos CFD must be closed by the end of the day it was opened otherwise it will be automatically closed at end of Trading Hours on that day.

### Bank Obligations

We undertake the obligation to quote CFD Offer Price directly referable to tradable prices on the Market for the Underlying Asset. CFD Offer Prices quoted by us correspond to the Underlying Asset Offer Price with the addition of a Mark-up, the maximum amount of Mark-up applicable is 0.19%. Prices are quoted real time and your order is executed at market price. We also guarantee the closure of a Logos CFD Contract at the Stop Loss price.

### CFD Closure

On closure of a CFD:

- Should the Closing Price be higher than the Opening Price, the buyer will be paid the amount of the increase by the seller.
- Should the Closing Price be lower than the Opening Price, the buyer will pay the amount of the decrease to the seller.
- Should the Closing Price be equal to the Opening Price, then there will be no payment from one party to the other.

### SPECIFIC PRODUCT RISKS

#### Market Risk – Leverage Effect

CFD operations involve a high degree of risk. Margin required can be a low percentage of a CFD Notional which will generate a "leverage effect". This means that even small movements affecting the Underlying Asset Offer Price will have a significant impact on the Margin. If the movement is unfavourable to your Position, half of the Margin may be lost. A guarantee Stop Loss is set as an upper limit by us so that any loss you may suffer should not exceed half of the Margin deposited.

The smaller the Margin Percentage, the higher the possibility of the Stop Loss threshold being reached and the Position closed; should the volatility of the Underlying Asset be high, reaching the Stop Loss threshold may happen shortly after opening the Position.

CFDs allow clients to achieve a "leverage effect", multiplying the revenue (positive or negative) of a transaction when compared to the invested capital (margin deposited). For example, in the case of a CFD, if a result is of GBP 100 (difference between a buying value of GBP 5000 and a selling value of GBP 5100) and the Margin is 10% (GBP 500), profit secured by the operation is 20% (100/500=20%). Profit secured by directly trading the Underlying Asset would be 2% (100/5000=2%). A 10% margin requirement results in CFD revenue or losses a multiple of 10X higher in comparison with an unleveraged transaction.

#### Conflicts of interest

The Mark-up applied by us is a component of the CFD Offer Price that will cover costs associated with the CFD trading activity and Bank remuneration. As the Mark-up may be varied by us in our discretion at any time, within contractually agreed limits, it is possible to identify an "interest" of ours which may conflict with your interest.

#### CFD Target Clients

CFDs are derivative products that have a high level of risk. For this reason they are suitable for more knowledgeable investors who seek investments of speculative nature.

#### Financial Instruments

You may submit an order to open CFD Logos contracts only through:

- Website
- Mobile App
- Fineco trading platforms

Closure orders of Logos CFD Positions may also be communicated by telephone to our Client Service.

Deletion of an Underlying Asset from the General Information on Products/Services list will not have any effect on finalised CFDs, or CFDs which are in the process of being finalised.

Upper limits are published in the General Information on Services/Products.

All orders for opening or closing a CFD may only be for an "at market" price. It is not possible to submit an order with a price limit.

Trading Hours Orders may only be submitted during specific periods, determined by the Start and End Times for Trading Hours. During the closing period, immediately following the End Time, we will automatically close any Position you have not already closed. Start and End times, in addition to the closing period, for each CFD category, are specified in the General Information on Services/Products.

Where a number of CFDs are executed with the same Underlying Asset, the net amount secured from all Positions is recorded on the current account at the settlement date. Detail of each contract is published on the Logos Platform, in the P&L section.

#### Handling of Mistakes and/or Delays

In the event of any mistakes or delays in determining or transmitting CFD Offer Prices in relation to one or more orders made by you, we may rectify, correct, reverse or adjust, even by crediting/debiting your current account, taking into account market conditions, without being bound by other transactions executed at a clearly incorrect price, that you were or should have been aware of.

### DEFINITIONS

**"CFD Offer Price"** means the Bid/Ask price quoted by us, in GBP, which is used to execute a CFD transaction. In accordance with our pricing policy a predefined Mark-up is applied to the bid/ask price of the Underlying Asset. Should trading of the Underlying Asset in the Reference Market be suspended, Bank CFD quotes will also be suspended.

**"Closing Price"** means the CFD price quoted by us at the time of executing a closing order, on your instructions. This is the Bid Price if your Position is long, or the Ask Price if your Position is short. In case of automatic closure at the end of Trading Hours it is a random price determined during the market closing phase. Should CFD quotes be unavailable due to an interruption in trading of the Underlying Asset at the end of Trading Hours, the most recent CFD Offer Prices quoted by us prior to the interruption in trading shall be used. In case of an automatic closure due to a CFD price change triggering a Stop Loss threshold, the Closing Price shall equal the Stop Loss price.

**"Closing the Contract"** the CFD must be closed on the same day it is opened. This may happen:

- By you submitting an order to close the CFD at any time during applicable Trading Hours, except the CFD quotes be unavailable due to an interruption in trading of the Underlying Asset; or
- Automatically, when a change in the CFD price triggers a Stop Loss threshold; or
- Automatically, at the end of Trading Hours for the day.

**"Expiry Date"** means the date and time by which the Position must be closed by you. For CFD Logos, this is the end of Trading Hours on the same day as the Position was opened.

**"General Position"** means the sum of all Notional Values of CFD contracts opened by you (including different Underlying Assets).

**"Global Underlying Position"** means the sum of all Notional Values of CFDs opened by you involving the same Underlying Asset.

**"Leverage"** means the relationship between the Notional Value and Margin requirement. Leverage limits on the opening of a position are different according to the Customer Classification (Retail or Professional Clients) and to the Underlying Asset:

Leverage limits for Retail Clients are published in the table below.  
Leverage limits for Professional Clients are maximum 100:1 for all Underlying Assets.

**"Margin"** means the amount deposited by you as the required collateral to secure future performance of the CFD obligations, you can select the margin while you are opening a Position from the options available starting from GBP 100 to GBP 2000.

**"Mark-up"** means the value of the spread applied by us to the Bid/Ask Price quoted for the Underlying Asset in order to determine the CFD's bid/ask price. The Mark-up may be up to 0.19% (per side) from the bid or ask quoted price and may change at any time. The exact Mark-up value is updated in real time during Trading Hours and published in the section of our Logos Platform dedicated to Client orders.

**"Multiplier"** means the value that, when multiplied with the Underlying Asset's and with the quantity, equals the Single Position value.

**"Notional Value"** is the reference value, it is used for calculating your Position and for calculating the CFD underlying quantity.

**"Opening Price"** means where your Position is long, it is the CFD ask price quoted in GBP by us, and where your Position is short, it is the Bid Price quoted in GBP by us, at that time.

**"Position Direction"** means that on opening the CFD, the Position will be long where you are a buyer, and short where you are a seller.

**"Position Value"** means the CFD value, which is calculated by the CFD price x the Multiplier x the underlying quantity.

**"Profit/Loss"** ("P&L") means the difference between the Opening and Closing Value and corresponds to profits or losses resulting from the CFD transaction. On the Logos platform we provide you with real-time information of realised and unrealised (assessed if open CFDs were closed at then current quoted prices) P&L.

**"Reference Market"** means the principal regulated market in which the Underlying Asset is traded.

**"Single Position"** ("Position") means the Notional Value of a CFD.

**"Stop Loss"** means the price at which we will close a CFD Position guaranteeing you that Closing Price. The threshold is calculated by adding/subtracting (adding for short Positions or subtracting for long Positions) an amount equal to half of the percentage Margin requirement at the Opening Price.

**"Trading Hours"** means the time period in which we provide a service to open or close the CFD. For more details you can see the table below.

**"Underlying Asset"** means the shares, indices, futures, commodities, currencies and bonds referenced by the CFD.

**Underlying Asset Offer price:** means the bid/ask price of the Underlying Asset on the Reference Market. In case the price of the Underlying Asset is in non-GBP currencies, we assuming a 1:1 exchange rate.

**“Upper Limits”** means that in order to contain risks, the following trading limits are applied:

- Maximum limit per Global Underlying Position: equal to Margins up to £ 2,000;
- Maximum limit per General Position: equal to Margins up to £ 4,000.

Positions are not permitted to exceed these limits.

#### EXAMPLES: TRADING LOSSES

##### Example 1 - CFD with shares as Underlying Asset

Margin: 100 GBP

Leverage: 5

Notional: 500

Position Direction: Long Position (client is buyer)

Underlying Asset: shares "X"

Underlying Asset offer price: 61.35-61.39

Mark-up: 0.19% per side

CFD offer price: 61.23-61.51 (when Opening the contract) 61.27-61.55 (when Closing the Contract)

Opening Price: 61.51

Negotiable share n.:  $500/61.51=8.128$  rounded down to 8

Value:  $8*61.51=492.08$

Stop Loss:  $61.51*(1-10\%)=5.359$

Closing Price: 61.27

P&L:  $(61.27 - 61.51) * 8 = -1.92$  GBP (loss)

An adverse price movement is equal to 0.39% and the loss is equal to 1.92% of the Margin. The leverage effect is 5x.

##### Example 2 – CFD with index as an Underlying Asset

Margin: 1000 GBP

Position Direction: Long Position (Client is buyer)

Underlying asset: futures index "X"

Underlying asset offer price: 19590 - 19595

Multiplier: 0.10

Mark-up: 0.19% per side

CFD offer price: 19575 - 19610 (when opening the contract) 19500 - 19535 (when closing the contract)

Leverage: 10:1

Opening Price: 19610

Notional:  $1000*10=10000$

Quantity=  $10000/(19610*0.1)=5.099$  rounded down to 5

Value=  $5*19610*0.1=9805$

Stop Loss=  $19610*(1-5\%)=18629.5$

Closing Price: 19500

P&L  $(19500-19610)*0.1*5= -55$  GBP (Loss)

In light of an unfavourable price trend of 0.56% losses equate to 5.5% of the Margin. Leverage effect is 10.

Underlying Share	Reference Market	Settlement date <sup>1</sup>	Leverage <sup>2</sup>	Intraday Trading Hours - start	Intraday Trading Hours - end	Intraday Trading Hours automatic closure phase
AVIVA	LSE	T + 1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
BAE SYSTEMS			5			
BARCLAYS			5			
BRIT AMER TOBACCO			5			
BRITISH TELECOM GROUP			5			
BUNZL			5			
BURBERRY			5			
EASYJET			5			
GLAXOSMITHKLINE			5			
HSBC HLDG			5			
LLOYDS BANKING GRP			5			
NATIONAL GRID			5			
OLD MUTUAL			5			
PRUDENTIAL			5			
RIO TINTO			5			
ROLLS-ROYCE HLDGS			5			
ROYAL BK SCOTL GR			5			
ROYAL DUTCH SHELL-A			5			
ROYAL DUTCH SHELL-B			5			
SEVERN TRENT			5			
SKY			5			
STANDARD CHARTERED			5			
STANDARD LIFE			5			
TESCO			5			
UNILEVER			5			
VODAFONE GROUP			5			
WPP	5					
ADIDAS	Xetra	T + 1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
AIRBUS GROUP			5			
ALLIANZ			5			
BAYER			5			
BASF			5			
BMW			5			
COMMERZBANK			5			
CONTINENTAL			5			
DAIMLER			5			
DEUTSCHE BANK			5			
DEUTSCHE POST			5			
DEUTSCHE TELEKOM			5			
E.ON			5			
INFINEON			5			
LUFTHANSA			5			
PORSCHE			5			
RWE			5			
SAP			5			
SIEMENS			5			
THYSSENKRUPP			5			
WOLKSWAGEN	5					
ZALANDO	5					
AXA	Euronext - Paris	T + 1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
BNP			5			
BOUYGUES			5			
CARREFOUR			5			
CREDIT AGRICOLE			5			
DANONE			5			
EDF			5			
MICHELIN			5			
RENAULT	5					

Underlying Share	Reference Market	Settlement date <sup>1</sup>	Leverage <sup>2</sup>	Intraday Trading Hours - start	Intraday Trading Hours - end	Intraday Trading Hours automatic closure phase
SANOFI	Euronext - Paris	T + 1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
SOCIETE GENERALE			5			
TOTAL			5			
ENEL	MTA	T+1	5	08:00:00	16:24:00	16:24:01 - 16:25:00
ENI			5			
FERRARI			5			
STELLANTIS			5			
GENERALI			5			
INTESA SANPAOLO			5			
MEDIASET			5			
MEDIOBANCA			5			
STMICROELECTRONICS			5			
TELECOM ITALIA			5			
UBI BANCA			5			
UNICREDIT			5			
AMAZON	Nasdaq	T+1	5	14:30:00	20:50:00	20:50:01 - 21:00:00
ALPHABET			5			
APPLE			5			
BAIDU			5			
BLACKBERRY			5			
CROCS			5			
EBAY			5			
FACEBOOK			5			
GOODYEAR T & RUBBER			5			
GROUPON			5			
INTEL			5			
MICROSOFT			5			
NETFLYX			5			
NVIDIA			5			
PAYPAL HOLDINGS			5			
STARBUCKS	5					
ABERCROMBIE	Nyse	T+1	5	14:30:00	20:50:00	20:50:01 - 21:00:00
ALIBABA GRP SP ADS			5			
AMERICAN EXPRESS			5			
AMERICAN INTL GROUP			5			
ASTRAZENECA			5			
BANK OF AMERICA			5			
BOING			5			
CATERPILLAR			5			
CITIGROUP			5			
COCA COLA			5			
DISNEY			5			
EXXON			5			
FOOT LOCKER			5			
FORD			5			
GAP			5			
GENERAL ELECTRIC			5			
GOLDMAN SACHS GROUP			5			
HARLEY DAVIDSON			5			
IBM			5			
JOHNSON & JOHNSON			5			
JPMORGAN CHASE			5			
MACY'S			5			
MCDONALDS			5			
MOTOROLA			5			
NIKE			5			
ORACLE	5					
PROCTER&GAMBLE	5					
PFIZER	5					
RALPH LAUREN	5					
TIME WARNER	5					
TWITTER	5					

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Underlying Share	Reference Market	Settlement date <sup>1</sup>	Leverage <sup>2</sup>	Intraday Trading Hours - start	Intraday Trading Hours - end	Intraday Trading Hours automatic closure phase
THE SWATCH GRP	SWX - Switzerland	T+1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
UBS			5			
HEINEKEN	AEX - Holland	T+1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
Banco SANTANDER	SIBE - Spain	T+1	5	08:00:00	16:29:00	16:29:01 - 16:30:00
BBVA			5			

<sup>1</sup> T = CFD opening/closing Transaction Date  
Trading hours, indicated in the table, may change from summer/winter time of different countries

<sup>2</sup> Maximum leverage allowed for Retail Clients

**FUTURES (INDICES, COMMODITY, CURRENCIES, BONDS) AS UNDERLYING ASSET**

Underlying futures Index	Reference Market	Multiplier	Settlement date <sup>1</sup>	Leverage <sup>2</sup>	Start	End	Intraday Trading Hours – automatic closure phase
GERMANY30	Eurex	0.001	T + 1	20	07:00:00	20:59:00	20:59:01 - 21:00:00
Eurostoxx50		0.001		20			
BUND		0.01		5			
BUXL		0.01		5			
BTP		0.01		5	07:00:00	17:59:00	17:59:01 - 18:00:00
FTSE100		0.001		20			
LONGGILT		0.01		5			
OAT		0.01		5			
FTSEMIB	Idem	0.001	T+1	10	08:00:00	19:29:00	19:29:01 - 19:30:00
Nasdaq 100	CME	0.01	T+1	20	07:00:00	20:59:00	20:59:01 - 21:00:00
S&P 500		0.01		20			
Dow Jones 30		0,0001		20			
Gold		0,01		20			
Crude Oil		0,1		10			
Silver		0,01		10			
Copper		0,1		10			
Natural Gas		1		10			

<sup>1</sup> T = CFD opening/closing Transaction Date  
Trading hours, indicated in the table, may change from summer/winter time of different countries

<sup>2</sup> Maximum leverage allowed for Retail Clients

**General Information on Services/Products**

**Discription of the Service/Platform**

LOGOS

**Product Description**

**CFD Logos Time** = CFD with a share, a currency pair, future (index or commodities) as an Underlying Asset.

**DESCRIPTION**

**Nature of the Contract**

CFD Logos Time is a derivative contract agreed between you and us, whose Value is directly referenced to the value of a share or a currency pair or future (index or commodities) as the Underlying Asset. When the position is closed, the settlement of the position is calculated on the occurrence of the chosen option (up or down). In the event your chosen option occurs, you will realise a Profit equal to the product of the Margin and the payout factor. In the event your chosen option does not occur, you will lose the entire deposited margin. **CFD Logos Time are considered complex products suitable only for Professional Clients.**

**Aims**

The aim of a CFD Logos Time contract is to secure profits from changes in the Underlying Asset Offer Price, without actually owning the Underlying Asset and without paying the full purchase cost of this financial instrument, within a pre-defined time interval with the loss exposure limited to the amount of the deposited Margin.

**Parties to a CFD – Position Direction**

A CFD transaction is governed by the terms of the Derivatives Trading Contract and the Terms of Business.

The parties to a CFD are the Client and the Bank, who may either be Buyer or Seller of the CFD. Negotiating the CFD order opens a position:

- If you are a buyer your position is long;
- If you are a seller your position is short.

On opening the CFD contract you shall select a CFD Logos Time with reference to an Underlying Asset, select the position direction long (Up) or short (Down), the Position Margin and Duration. The bank will fill the order at a market price at the current CFD Logos Time Price.

**When the contract expires:**

- We will automatically close the Position through a Price Market Order carried out at the CFD Logos Time price at that time.
- We will compare the Position Opening and Closing Prices and depending on the Position Direction, either credit or debit your account in accordance with the following rules:

Position Direction	Opening Price Closing Price	Opening Price < Closing Price	Opening Price = Closing Price
UP	Margin debited from the current account	Pay out credited to the current account	Margin debited from the current account
DOWN	Pay out credited to the current account	Margin debited from the current account	Margin debited from the current account

Should the chosen option occur, you will secure a profit equal to the product of the deposited Margin multiplied by the Payout factor shown by us before opening each position. **Should this not happen, you will lose the entirety of the deposited Margin.**

**Client Obligations**

On opening the CFD contract, you undertake to deposit the required Margin which is equal to the value of the position.

**Bank Obligations**

We will:

- Quote the price of each available CFD Logos Time, and
- Automatically close open positions at the Expiry Date designated by you when the transaction was opened.

**PRODUCT-SPECIFIC RISKS**

**Market Risks:** CFD Logos Time operations involve a significant degree of risk. In the event your chosen option does not occur, the whole of the deposited Margin will be lost (although such loss shall never exceed the deposited Margin).

**Conflicts of Interest:** The difference between 1 and the Payout factor applied by us is a component of the price of the financial instrument that will cover costs associated with the CFD Logos Time trading activity and our fees. As the Pay-out factor may be varied by us in our discretion at any time, within contractually agreed limits, it is possible to identify an "interest" of ours which may conflict with your interest.

**CFD Target Clients:** CFDs are products that have a high degree of risk. For this reason they are most suitable for more knowledgeable investors who seek investments of a speculative nature, over a short period.

**Expiry Date Settlement**

Settlement of transactions occurs within a T +1 timetable. Where more than one transaction is carried out during the same trading day and for the same Underlying Asset, each credit/debit for these transactions will be netted.

**Supported Financial Instruments**

CFD Logos Time contracts featuring Underlying Assets supported by us and grouped by category. Deletion of an Underlying Asset from the General Information on Products/Services list will not have any effect on finalised CFDs, or CFDs which are in the process of being finalised.

**Physical delivery of the Underlying Asset**

CFD Logos Time contracts do not require the physical exchange of the Underlying Asset at any stage.

**Opening and Closing a contract**

You may place proposals for opening CFD Logos Time contracts only through:

- Website
- Mobile App
- Fineco trading platforms

A position on CFD Logos Time cannot be opened via telephone through Client Service. CFD Logos Time Positions may only be closed automatically by the Bank at the Expiry Date.

**Suspended Underlying Assets**

In the event that trading is suspended for one of the CFD Logos Time Underlying Assets:

- New opening orders will be rejected by the system;
- Automated closure orders will be managed: the P&L will be 0 and you will see "Cancelled" in the platform.

**Position Singularity**

Every transaction order placed by you, and the Position consequently created, will be considered as a distinct and separate transaction and establishing a distinct and separate position, including transactions with the same Underlying Asset.

**DEFINITIONS**

**"CFD Logos Time price"** means the mid-price of the Underlying Asset.

**"CFD Position (Position)"** means the position created by stipulating a CFD Logos Time contract between you and us.

**"Duration (or Expiry Date)"** means the duration of the CFD Logos Time position, chosen by you when placing the opening order from a list of pre-set choices published in the dedicated platforms and our website.

**"Fair Value"** means the theoretical value of the asset which, in case of CFD Logos Time, has been determined quantifying the uncertainty that characterizes the Underlying Asset. Fair value is calculated according to the Underlying Asset and duration with the following formula: Fair value = size \* Theoretical Probability of Success \* (1 + payout) Fair Value has been determined assuming a £ 100 size.

The fair value for each CFD Logos Time has been calculated according to the above formula and is specified on our website. Theoretical Probabilities of success, fair value and payout for each CFD Logos Time will be periodically revised by us. The payout for each brand-new underlying asset is established at a fixed parameter: 80, as upon product launch there is no historical data on the basis of which the theoretical probability of success can be estimated. The payout will be revised as soon as historical data will be available.

**"Margin"** means the amount used by you in order to open the position. You may choose from a number of pre-set amounts as published by us on the platform and on our website.

**"Multiplier"** means the multiplication factor of the instrument. CFD Logos Time = 0.00001.

**"Payout factor (Payout)"** means the factor that quantifies the profit percentage for you after CFD Logos Time positions closed with profit. Payout factor may have values between 0.5-1, calculated according to the Theoretical Probability of Success. We may only modify the Payout factor outside service times in order to avoid influencing existing positions. The Payout factor is shown in the table below and on the CFD Logos Time platform.

**"Position Closing Price"** means the price of the CFD Logos Time as at the time the order is automatically closed by us.

**"Position Direction":** Up if the position is long; Down if the Position is short.

**"Position Opening Price"** means the price of the CFD Logos Time as at the time of executing the opening order.

**"Profit and Loss (P&L)"** means the difference between the Reference Opening and Closing Prices, multiplied by the traded quantity and the instrument's multiplier. It represents the eventual profit or loss of the position.

**"Quantity" or "Q"** means the quantity of negotiated CFD = Margin \* (1+payout factor)/100/ Multiplier.

**"Reference Closing Value"** means 0 or 100.

**"Reference Opening Value"** is calculated using the formula: Margin/Quantity/Multiplier.

**"Reference Market"** means the main regulated market on which the Underlying Asset is traded or the Foreign Exchange Market for currency pair.

**"Theoretical Probability of Success"** is estimated by a random simulation considering the CFD Underlying Asset prices past trend. When considering the various Underlying Assets, CFD Logos Time contracts are categorised in three groups according to the Theoretical Probability of Success (calculated with 1-minute deadline):

- Probability of Success <35%: Payout 0.85
- Probability of Success between 35% and 45%: Payout 0.80
- Probability of Success >45%: Payout 0.75

**"Trading Hours"** means the time period in which we provide a service to open or close the CFD. For CFD Logos Time with shares as Underlying Asset and "day" as Duration you may place proposals for opening a Position within 60 minutes before Trading Hours End.

**"Underlying Asset Offer price"** means the offer price quoted on the Reference Market. Where the offer price is quoted in a non-GBP currency, the applicable exchange rate will be at a ratio of 1:1 (foreign currency/GBP).

**"Underlying Asset"** means the underlying share or currency pair or future (index or commodities) reference by the CFD.

**"Upper Limit"** means the maximum exposure level allowed by us (sum of the values of all open positions) is 2000 GBP.

**"Value"** means the value of the CFD equal to the margin of the Position.

**Accounting Procedures**

CFD Logos Time operations are settled with a T+1 schedule

The client, when operating CFD Logos Time, trades a quantity equal to Q: Q=Margin \* (1+K)/100/ Multiplier

Margin: the margin specified by the client K: Payout factor

CFD Logos Time multiplier is equal for every Underlying Asset to 0.00001

Any client opening a CFD Logos Time Position with a £100 margin is trading a notional of Q = 100\*(1 + 0.80)/100/0.00001 = 180000

The Reference Opening Value (regardless of Position Opening Price) is always equal to: Margin/Q/Multiplier.

By using the example of the previous paragraph: 100/180000/0.00001 = 55.5555 Reference Closing Value depends on the outcome of the position:

- In case of profits, the Reference Closing Value is £100
- In case of losses, the Reference Closing Value is £0

**EXAMPLES**

**Example 1: Trading Losses**

Margin: 50£  
 Duration: 60 seconds  
 Payout factor: 0.8  
 Position Direction: Up  
 Selected Underlying Asset: share X  
 Underlying Asset's offer price notified: 10 – 10.10 CFD Logos  
 Time Price: 10.05  
 Quantity:  $50 \times (1 + 0.8) / 100 / (0.00001) = 90000$   
 Reference Opening Value:  $100 / 90000 / 0.00001 = 55.5556$   
 Underlying Asset's offer price when closing the position (60 seconds expired): 10 – 10.10  
 CFD Logos Time price: 10.05  
 Being the CFD Logos Time Price at closure 10.05, equal to the CFD Logos Time opening price, the Reference Closing Value is 0.  
 Profit and Loss =  $90000 \times (0 - 55.5556) \times 0.00001 = - 50£$

**Example 2: Trading Profits**

Margin: 25£  
 Duration: 60 minutes  
 Payout factor: 0.8  
 Position Direction: Down  
 Selected Underlying Asset: future Y  
 Underlying Asset's offer price notified: 10 – 10.10  
 CFD Logos Time price: 10.05  
 Computable quantity:  $25 \times (1 + 0.8) / 100 / 0.00001 = 45000$  Reference  
 Opening Value:  $25 / 45000 / 0.00001 = 55.5556$   
 Underlying Asset's offer price when closing the position (60 minutes expired): 9.99 – 10.00  
 CFD Logos time price: 9.995  
 Being the CFD Logos Time Price at closure 9.995, less than the CFD Logos Time Price at opening(10.05), so the Reference Closing Value is 100.

**SHARE AS UNDERLYING ASSET**

Underlying Share	Reference Market	Multiplier	Settlement date	Payout	Intraday Trading Hours - start	Intraday Trading Hours - end <sup>1 2</sup>
ALPHABET	Nasdaq/Nyse	0.00001	T + 1	75	14:30:00	20:59:00
AMAZON				75		
APPLE				80		
BANK OF AMERICA				85		
EXXON				80		
FACEBOOK				75		
GENERAL ELECTRIC				85		
INTEL				85		
MICROSOFT				75		
TWITTER				85		
SNAP-INC	80					
ENEL	MTA	0.00001	T + 1	80	08:00:00	16:29:00
ENI				80		
STELLANTIS				75		
INTESA SANPAOLO				80		
UNICREDIT				75		

<sup>1</sup> If you place an opening order with a Duration that exceed the Trading Hours, the order will be rejected

<sup>2</sup> You may place proposals for opening a Position within 60 minutes before Trading Hours End.

**COMMODITY FUTURES (INDICES, COMMODITY, BONDS) AS UNDERLYING ASSET**

Underlying Index	Reference Market	Multiplier	Settlement date	Payout	Intraday Trading Hours - start	Intraday Trading Hours - end <sup>1</sup>					
BUND	EUREX	0.00001	T + 1	85	07:00:00	20:59:00					
BTP				80							
BUXL				80							
LONG GILT				80							
OAT				80							
Dax				75							
Eurostoxx50				85							
FTSE100				80							
Ftsemib				IDEM			0.00001	T + 1	80	08:00:00	19:29:00
Nasdaq 100				CME			0.00001	T + 1	80	07:00:00	20:59:00
S&P500	80										
Dow Jones 30	75										
GOLD	80										
CRUDE OIL	80										
COPPER	85										
NATURAL GAS	80										
SILVER	85										

<sup>1</sup> If you place an opening order with a Duration that exceed the Trading Hours, the order will be rejected

**CURRENCY PAIRS AS UNDERLYING ASSET**

Underlying Currency Pair	Reference Market	Multiplier	Settlement date	Payout	Intraday Trading Hours - start	Intraday Trading Hours - end <sup>1</sup>
AUDCAD	Foreign Exchange Market	0,00001	T + 1	80	07:00:00	20:59:00
AUDCHF				80		
AUDJPY				80		
AUDNZD				80		
AUDUSD				80		
CADCHF				80		
CADJPY				80		
CHFDKK				80		
CHFJPY				80		
CHFNOK				80		
CHFSEK				80		
DKKJPY				80		
EURAUD				80		
EURCAD				80		
EURCHF				80		
EURCZK				80		
EURDKK				80		
EURGBP				80		
EURHKD				80		
EURHUF				80		
EURJPY				80		
EURMXN				80		
EURNOK				80		
EURNZD				80		
EURPLN				80		
EURSEK				80		
EURSGD				80		
EURTRY				80		
EURUSD				80		
EURZAR				80		
GBPAUD				80		
GBPCAD				80		
GBPCHF				80		
GBPJPY				80		
GBPNOK				80		
GBPNZD				80		
GBPSEK				80		
GBPUSD				80		
NOKJPY				80		
NOKSEK				80		
NZDCHF				80		
NZDJPY				80		
NZDUSD				80		
USDCAD				80		
USDCHF				80		
USDCZK				80		
USDDKK				80		
USDHKD				80		
USDJPY				80		
USDMXN				80		
USDNOK	80					
USDSEK	80					
USDTRY	80					
USDZAR	80					

<sup>1</sup> If you place an opening order with a Duration that exceed the Trading Hours, the order will be rejected

## General Informations on Services/Products

### Name of the Service/Platform

Options

### Name of the Product

Financial instrument part of options category with underlying assets such as CFDs on indices, on "Currency Pair" (exchange rate differential between two currencies or a currency pair), or on commodity future.

### DESCRIPTION

#### Nature of the contract

A Daily Call or Put Option is a derivative contract which transfers to the Customer the right, but not the obligation, to buy (call) or sell (put) a set quantity of a financial or real asset (hereinafter "Underlying") at a pre-fixed price ("Strike") at a future pre-established point in time ("Maturity Date").

The Customer pays a sum ("Premium") in order to purchase this right.

The Maturity Date set for the Daily Option is the end of the day ("End of the Service") when it was acquired.

In the case where the Customer keeps the Contract up to the End of the Service, therefore not taking the initiative to sell within the same day of purchase, for each Daily Option retained, the exercising of the right ("Exercising") shall be automatically carried out. The Exercising does not anticipate or involve the physical handing over of the Underlying to the Daily Option, instead there is a cash settlement of the difference between the Closing Price and Strike Price of the Daily Option. The profit of the customer, net of the Premium and of the total costs incurred, shall be equal to the product of the quantities ("Lots"), the Multiplier and the highest value between zero and the difference multiplied by the Price Multiplier:

- In the case of the Daily Call Options: between the value of the Closing Price, as defined hereinafter, and the Option Strike;

- In the case of the Daily Put Options: between the value of the Strike of the Option and the Closing Price.

In the event of sale by the Customer prior to the End of the Service, the profit or the loss made is calculated based on the difference between the sale price (collected premium) and the purchase price (premium paid).

The Daily Options are traded in GBP. This means that even when the Daily Option has, as its underlying, instruments which have been traded in a foreign currency, the Bid and Offer Prices of the Underlying and the Bid and Offer prices of the Daily Options will be given in GBP and in the case of an Underlying traded in a currency other than the GBP, presupposing a foreign currency exchange/GBP ratio of 1:1.

**The Daily Options are deemed complex products pursuant to Consob Communication No. 0097996 of 22 December 2014.**

#### Parties to the Contract – Position Direction

Entering into the Daily Options Contract is dependent on the prior signing of a Supplementary Contract between the Bank and the Customer in order to operate using derivatives.

The parties of the Daily Options are the Customer, who takes on the role of Purchaser, and the Bank, who takes on the role of Seller of the Daily Options.

The finalisation of the contract gives rise to the opening of a Long Position by the Customer. The Bank does not permit Customers to open Short Positions in Daily Options.

#### Customer Obligations

When the Customer buys a Daily Option, the Customer shall undertake to pay the Bank the Countervalue which represents the value of the Premium multiplied by the number of Lots.

#### Bank Obligations

We undertake to quote bid and offer prices of Daily Options and to make them available to the Customer in advance of any Daily Options purchase and sale transaction.

The Bank shall undertake to automatically close the open positions at the End of the Service, calculating the possible Differential and, where applicable, booking the relative credit in favour of the Customer.

#### Purchase Transactions

The purchase can take place in accordance with the Customer's instructions at any time during the day during the Trading hours of the Daily Options, unless the Bank suspends the quotation of the Daily Options due to the absence of a quotation for the Underlying.

#### Sales Transactions

The sale can take place in accordance with the Customer's instructions at any time until the End of the Service, unless the Bank suspends the quotation of the Daily Options due to the absence of a quotation for the Underlying.

#### Profit & Loss (P&L)

In the event of purchase transactions and the subsequent sale of the Daily Options during the trading day in which the purchase occurred, (by the End of the Service) the profit or loss is calculated based on the difference between the purchase price (premium paid) and the sales price (premium collected) of the transactions performed.

In the case of an overall Position which represents several Daily Options with the same underlying CFD and the same Strike, for the purpose of calculating the Differential, the average of the Purchase Prices of all Daily Options which make up the Position shall be used as a reference.

#### Exercise of the Daily Options and settlement of the Differential

Where the Customer has not sold the Daily Options during the day the Position was opened, at the End of the Service the Position is automatically closed; if the Daily Option is:

- "In the money": the Customer collects the Differential from the Bank.
- "At the money" or "Out of the money": the Customer does not collect any Differential and accrues a loss equal to the premium paid.

The Differential is calculated by applying the foreign exchange currency/GBP = 1:1 (credited in GBP) to the Closing Price and to the Strike where they are expressed in foreign currency.

#### Aim

The aim of those who buy Daily Options is the benefit of the economic effect deriving from the price variation of the underlying CFD. When buying a Daily Call Option, the Customer anticipates an increase in the underlying CFD value; in contrast, when purchasing a Daily Put Option, the Customer anticipates a decrease in the Underlying CFD value.

#### Physical delivery of the Underlying

The Daily Options contract, concluded between the Bank and the Customer, does not in any case provide for the physical exchange or delivery of the Underlying.

### How to open and close contracts

The Customer may enter orders for the purchase of Daily Call or Put Options exclusively through the following dedicated platforms:

- Desktop Platform (Website)
- Mobile Application APP
- Fineco trading platforms

Sales orders, however, can also be transmitted by telephone to the Bank's call centre operators. Customers are not allowed to buy Daily Call or Put Options through different channels from those cited in the preceding paragraph.

### DEFINITIONS

**Premium:** is the price which the investor pays on purchasing the Daily Option and represents the maximum loss to which it is subject.

**Minimum lot:** is the unit of measure which needs to be used in order to determine the size of an individual contract. In the case of Daily Options it is always equal to 1.

**Multiplier:** multiplicative factor of the Instrument. For each Daily Options it is available in the table below and in the Client Area of the site.

**Multiplier at the Price:** multiplier factor applied to the listing of some underlying CFDs, as indicated in the Daily Options List shown in the product sheet, whose listing is expressed in decimals, so as to allow the trading of the Daily Options with prices expressed in whole numbers. This factor is also applied to the closing price and to the strike used for the calculation of the Differential.

**Quantity (Lots):** is the quantity of Daily Options traded given in a number of lots.

**Reference Market:** OTC Market.

**Value:** Is the value of the Daily Options, equal to the price of the Daily Option (Premium) multiplied by the multiplier of the contract and by the quantity (number of lots).

**Underlying:** CFD with future underlying with regard to indices, raw materials or exchanges between currencies.

**Position Direction:** the positions on the Daily Options are always long meaning that the Customer is Purchaser of the contract. Short selling is not permitted.

**Daily Options offer price:** means the Bid/Ask price quoted by us expressed in GBP at which it is possible to finalise purchase and sale transactions of a Daily Option. These prices are determined taking into account the price of the underlying CFD, the Strike Price, the maturity, the daily volatility of the activity in the Underlying and the Multiplier at the Price, applying a time-to-time Spread set by the Bank and different for each Underlying; In case the Daily Options have as an Underlying foreign currency traded instruments, the price of the Underlying and the Strike will be expressed in GBP assuming a foreign currency exchange ratio/GBP = 1:1. In case of suspension of the CFD quotes underlying the Daily Option, also the quotations of the Daily Options in turn will also be subject to suspension.

**Spread:** measure of the differential applied by the Bank in respect of the price of the underlying financial instrument in order to form the bid and offer price of the Daily Option.

Prices of the Underlying: offer or bid price of the CFDs underlying the Daily Options on the basis of which the prices of the Daily Options (offer and bid Premiums) are calculated.

In the case of increase (or decrease) of the price of the Underlying Asset, the premium of a Daily Call Option increases (or decreases), whereas that of a Daily Put Option decreases (or increases).

**Purchase Price:** is the offer price of the Daily Option listed at the time by the Bank.

**Sale Price:** is the bid price of the Daily Option listed at the time by the Bank.

**Closing Price:** is the reference price of the underlying CFD noted and used to exercise the Daily Options at the End of the Service. It is calculated differently based on the CFD underlying the Daily Option, or:

- CFD with share index as Underlying Asset: average between the bid and offer price

- CFD Forex: bid listing

- CFD with commodity future as Underlying Asset: average between the bid and offer listing

Where it is not possible, for reasons not dependent on the Bank, to provide a listing of the Daily Option owing to the unavailability of listings of the underlying CFD, for the sale of the Daily Options, the most recent Bid-Offer prices of the CFD listed by the Bank in the trading day will be used.

**Strike (Exercising Price):** is the price at which the holder of a Daily Option may exercise the right. In the case of a Call Option this represents the price at which it is possible to purchase the underlying asset, whereas in the case of a Put Option this represents the price at which it is possible to sell the underlying.

**Differential:** amount which multiplied by the number of lots of the Position, by the Multiplier and by the Price Multiplier is paid to the Customer if the Daily Option is exercised; if the Daily Option is in the money, the differential is calculated as follows:

- Daily Call Option: difference between the Closing Price of the Underlying CFD and the Strike
- Daily Put Option: difference between the Strike and the Closing Price of the Underlying CFD.

**In the money:** a Daily Call Option is in the money when exercising price (strike price) is below the current value of the Underlying. A Daily Put Option is in the money when the strike price is above the current value of the Underlying.

**Out of the money:** a Daily Call Option is in the money when exercising price (strike price) is above the current value of the Underlying. A Daily Put Option is in the money when the strike price is below the current value of the Underlying.

**At the money:** when the strike price is equal to the current value of the Underlying.

**Option Listing:** is the time window within which the Bank undertakes to provide the quotes of the Daily Options. The end of the listing occurs in the event of maturity of the underlying CFD or on the initiative of the Bank. The dates and times of the several maturities of the underlying CFDs are published and updated on the site.

Daily Options positions are exclusively intraday. Therefore the Position is closed on the same day it is opened as the result of a customer's sale within the end of the service or through the automatic closure by the Bank at the end of the service.

**Trading Hours:** means the time period in which we provide a service to open or close the Daily Options. The trading hours for each underlying asset of the Daily Option are published in the table below.

**End of the Service (Maturity Date):** date and time limit by which the Daily Option can be traded by the Customer. The information is available in the table below and in the Client Area of the site.

**Upper Limits:** in order to contain the risks connected to Daily Options, the following trading limits are applied:  
 - GBP 2,000 per single Position  
 - GBP 5,000 per Overall Position  
 - number of lots per Overall Position (available in the table below and in the Client Area of the site).

**Recording of the transactions on the current account:** For each Daily Option, at the value date of the transaction (T+1), the following accounting entries are recorded separately on the Customer's current account:  
 - Debit of the Countervalue of the premium paid (during the purchase of the Daily Option)  
 - Credit of the Countervalue of the collected premium (if the customer sells the Daily Option by the End of the Service)  
 - Credit of the possible Profit made (if the Daily Option is exercised – if In the Money).

**Overall Position:** means the aggregate value of all transactions with the same Underlying.  
**Position:** means the aggregate value of all transactions with the same Underlying and the same Strike  
**Daily Options Portfolio:** means all customer's positions on Daily Options.

**INFORMATION PROVIDED FOR ASSESSMENT PURPOSES (EXAMPLES)**

**OPENING OF POSITION AND EXERCISING AT THE END OF THE SERVICE**

**Daily Call option**  
 Underlying chosen: CFD with regard to index  
 Offer price of the underlying CFD on the opening of the position: 12340 Strike: 12,340  
 Multiplier: 2  
 Price multiplier: 1  
 Number of lots: 3  
 Purchase price of the Daily Option: GBP 36.5 (36.5\*1 Price Multiplier)  
 Countervalue (Premium paid): GBP 219 (3 lots\*36.5 price\*2 multiplier)  
 Closing price of the underlying CFD on exercising the option and paying out of differential (at the end of the Service): GBP13,326  
 Profit & Loss:  $3*(13,326 - 12,340)*2 - 219 = \text{GBP } 5,697$

**Daily Put Option**  
 Underlying chosen: CFD with regard to raw materials  
 Bid price of the underlying CFD on the opening of the position: 66.14  
 Strike: 66.20  
 Multiplier: 2  
 Price multiplier: 100  
 Number of lots: 2  
 Purchase price of the Daily Option: GBP 45 (0.45 \* 100 Price Multiplier)  
 Countervalue (Premium paid): GBP 180 (2 lots \*45 price \*2 multiplier)  
 Closing price of the underlying CFD on exercising the Daily Option and paying out of differential (at the end of the Service): GBP 67.79  
 Profit & Loss:  $2* \text{Max} [66.20-67.79]*100-180 = - \text{GBP } 180$

**OPENING OF POSITION AND SALE ON THE DAY OF OPENING**

**(Prior to the End of the Service)**

**Daily Call Option**  
 Underlying chosen: CFD with regard to index

Offer price of the underlying CFD on the opening of the position: 12,340 Strike: 12,340  
 Multiplier: 2  
 Price multiplier: 1  
 Number of lots: 3  
 Purchase price of the Daily Option: GBP 36.5 (36.5 \* 1 Price Multiplier)  
 Countervalue (Premium paid): GBP 219 (3 lots \* 36.5 price \* 2 multiplier)  
 Sales price of the Daily Option: GBP 40.50  
 Countervalue (Premium collected): GBP 243 (3 lots \*40.5 price \*2 multiplier)  
 Profit & Loss:  $3*(40.5-36.5)*2 = \text{GBP } 24$

**Daily Put Option**  
 Underlying chosen: CFD on raw materials  
 Offer price of the underlying CFD on the opening of the position: 2,982  
 Strike: 2.98  
 Multiplier: 2  
 Price multiplier: 1000  
 Number of lots: 3  
 Purchase price of the Daily Option: GBP 15 (0.0015 \* 1000 Price Multiplier)  
 Countervalue (Premium paid): GBP 90 (3 lots \* 15 price \* 2 multiplier)  
 Sale price of the Daily Option: GBP 25 (0.0025 \* 1000)  
 Countervalue (Premium collected): GBP 150 (3 lots \* 25 price \* 2 multiplier)  
 Profit & Loss:  $3*(25-15)*2 = \text{GBP } 60$

**SPECIFIC RISKS OF THE PRODUCT**

**Market Risk - Leverage Effect**  
 The maximum loss which can be made when completing Daily Options transactions is equal to the premium paid.  
 The transactions in Daily Options involve an increased degree of risk insofar as they are instruments which are characterised by the leverage effect. These instruments allow the investor to buy or sell financial assets for an amount which is higher than the capital held and to enjoy, thanks to the leverage effect, a potentially greater yield than the yield derived from a direct investment in the underlying. For example, those who buy a Daily Option, acquire, against the payment of a limited amount (premium), the right to purchase (call) or sell (put) an amount of financial instruments of a higher amount. Specifically, the Daily Options allow the investor to enjoy the leverage effect on the position adopted: with a low investment, corresponding to the cost of the Daily Option, one can obtain a greater stake in the performance of the underlying asset, compared to adoption, with a similar investment, of a similar position on the underlying market.

**Conflicts of Interest**  
 The difference between the Bid and Offer Prices listed by the Bank for the Daily Options constitutes the remuneration of the activities performed by the Bank in relation to said activities. Since the measure of this remuneration can vary based on the Bank's discretion at any time, even occasionally in respect of the Spreads listed for each underlying in the table shown hereunder, there is a potential conflict of interests between the interest of the Bank and that of the Customer.

The underlying to the Daily Options is represented by CFDs which have been issued by the Bank; this situation involves the existence of interests of the Bank which are potentially in conflict with those of the Customer.

**Daily Options Target Clients**  
 The Daily Options are derivative products that have a high level of risk. For this reason they are suitable for more knowledgeable investors who seek investments of a speculative nature.

Daily Option	Underlying CFD	Multiplier	Price Multiplier	Max Spread	Max exposure per instrument GBP	Max exposure per lots	Max exposure per position GBP	Value Date	Trading hours	
									Start	Closing
GERMANY DAX	DAXKCFD	2	1	14	2000	12	5000	T1	07:05:00	20:55:00
USA NASDAQ	NASDAQKCFD	2	1	8	2000	12	5000		07:05:00	21:10:00
USA DOW JONES	DJ30KCFD	2	1	14	2000	12	5000		07:05:00	21:10:00
USA SP500	SP500KCFD	2	1	4	2000	12	5000		07:05:00	21:10:00
ITALY FTSEMIB	XFTSEMIBKCFD	2	1	30	2000	12	5000		07:05:00	19:25:00
EUROPE STOXX	ESTOXXKCFD	2	1	6	2000	12	5000		07:05:00	20:55:00
ENGLAND FTSE	FTSE100KCFD	2	1	10	2000	12	5000		08:05:00	21:55:00
SWISS SMI	SMIKCFD	2	1	10	2000	12	5000		07:05:00	21:55:00
SPAIN IBEX	IBEXKCFD	2	1	12	2000	12	5000		08:05:00	18:55:00
CAC40	CAC40KCFD	2	1	6	2000	12	5000		07:05:00	21:55:00
EURUSD	EURUSDKCFX	5	10000	10	2000	5	5000		07:05:00	21:00:00
EURJPY	EURJPYKCFX	5	100	12	2000	5	5000			
GBPUSD	GBPUSDKCFX	5	10000	10	2000	5	5000			
EURGBP	EURGBPKCFX	5	10000	8	2000	5	5000			
USDJPY	USDJPYKCFX	5	100	10	2000	5	5000			
GBPJPY	GBPJPYKCFX	5	100	12	2000	5	5000			
NATURAL GAS	NGN8KCFD	2	1000	8	2000	12	5000		07:05:00	21:00:00
CRUDE OIL	CLN8KCFD	2	100	16	2000	12	5000			
GOLD	GCO8KCFD	2	10	10	2000	12	5000			

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