



SPREAD EX

FINANCIAL SPREAD BETTING
AND CFD CUSTOMER
AGREEMENT AND RISK
WARNING NOTICE

FINANCIAL SPREAD BETTING AND CFD TERMS AND CONDITIONS

Last updated: 18 May 2022

Introduction

Set out below are the Financial Spread Betting and CFD Terms and Conditions (the “**Terms and Conditions**”). Please see Rule 50 of these Terms and Conditions for the meanings of capitalised terms used throughout.

SpreadEx offers two types of accounts to its users: (1) accounts used for Sports Spread Betting, Financial Spread Betting, Fixed Odds Betting and Casino Betting (a “**Betting Account**”); and (2) accounts for the trading of CFDs (a “**CFD Account**”).

When you register a Betting Account for the purpose of Financial Spread Betting or a CFD Account with SpreadEx on www.spreadex.com (the “**Website**”), via a SpreadEx mobile application (the “**App**”), or over the telephone, and accept the Terms and Conditions, you will enter into a legally binding agreement that will incorporate the Terms and Conditions and the following additional contractual documents (the “**Supplementary Terms**”):

- the Market Information Sheets found [here](#);
- the Order Execution Policy found [here](#); and
- the Risk Warning Notice found at the end of the Terms and Conditions.

The agreement that is formed between you and us and incorporates these Terms and Conditions and the Supplementary Terms is referred to in these Terms and Conditions as the “**Customer Agreement**”.

In the event of a conflict between, these Terms and Conditions and the Supplemental Terms, the Terms and Conditions will prevail.

The Customer Agreement governs your use of the Website, the App and those telephone betting services that we provide from time to time, for the purposes of Financial Spread Betting and the trading of CFDs (referred to below as “**Transactions**”). Please read the Customer Agreement carefully before registering a Betting Account for the purpose of Financial Spread Betting or a CFD Account, opening a Financial Spread Bet or Transaction and/or using the Website, the App or our telephone betting services in any way.

If you are unsure about any aspect of the Customer Agreement and how it may affect your Account, you should seek clarification with us before you make any decision in relation to any Financial Spread Bet or Transaction.

The Customer Agreement does not apply to the use of any Betting Account for Sports Spread Betting, Fixed Odds Betting or Casino Betting, which are governed by the Sport Spread Betting and Fixed Odds Betting Terms and Conditions (and the additional contractual documents incorporated into those terms).

Key Terms

You should read the Customer Agreement in its entirety before you register an Account, open a Financial Spread Bet or Transaction, or use the Website, the App or our telephone betting services in any way, but we would like to draw your attention specifically to the following:

- **Who can open an Account** - As set out in Rule 2, to register an Account and use the Website, the App or our telephone betting services, you must be 18 years or older and must not be located in any territory in which we restrict registration.
- **Verification checks** – We may undertake certain checks, and require you to provide certain documentation, in order to verify (amongst other things) your age, identity, financial standing and source of funds, as set out in Rule 3.
- **Our liability to you** – There are certain losses for which we do not limit or exclude our liability (including your rights under law), as set out in Rules 4(1) and (2). Our responsibility to you for certain other losses is excluded, as set out in Rules 4(3) and (4). Our liability to you for all other losses that you may suffer is capped, as set out in Rule 4(5).
- **Errors** - From time to time, technical or human/manual errors may occur which affect the Website, the App, our services, your Account, the offer, acceptance or settlement of a Bet, and/or payment of winnings. We refer to these as “Errors” and you can find examples of these in Rule 5. In some cases, Errors may not be apparent or detectable by you and/or us. The types of Error, and implications of an Error occurring, vary between Financial Spread Betting and Transactions, as set out in Rule 5. For Financial Spread Betting and Transactions: (i) any opening and/or closing price that is incorrect will be amended to such opening and/or closing price as we would in the normal course of business have quoted at the time the Financial Spread Bet or Transaction was opened and/or closed; and (ii) any Financial Spread Bet or Transaction based on a price that we have quoted to you at a time when, in the normal course of business, we would not have quoted a price for a Financial Spread Bet on the Index or Transaction on an Instrument at all, will be void.
- **Your liability to us** – Certain acts or omissions by you are considered “Events of Default”, as set out in Rule 7. Where an Event of Default occurs, we may take certain actions, including suspending your Account, voiding Bets, and requiring you to refund us for any losses we may have suffered. If you breach the Customer Agreement and it is not an Event of Default, we may exercise those rights set out in Rule 8.
- **Charges and interest** – Charges may apply for Financial Spread Bets and Transactions, as set out in Rule 15, and interest may be payable by you in certain circumstances as set out in

Rules 16(4) and (5). Charges may also apply in respect of currency conversions, as set out in Rule 43.

- **Adjustments and takeovers, suspension, and insolvency** – As set out in Rule 12, as a result of certain corporate events affecting a financial instrument in respect of which you have an open Financial Spread Bet or Transaction, we may make certain adjustments to the size and/or value of such Financial Spread Bet or Transaction to account for the event, or close the relevant Financial Spread Bet or Transaction. As also set out in Rule 12, if trading is suspended on any financial instrument, we will suspend any related open Financial Spread Bet or Transaction that you have, and where a Financial Spread Bet or Transaction relates to shares in a company that is delisted or goes into liquidation / becomes insolvent, we will close such Financial Spread Bets and Transactions. The value and Expiry Date of your Financial Spread Bets and Transactions may also be affected as set out in Rule 12.
- **Risk Warning Notice** – At the end of these Terms and Conditions is a Risk Warning Notice, which details the risks that CFDs and Financial Spread Betting entails.
- **Amendments to the Customer Agreement** – We may make changes to the terms of the Customer Agreement from time to time. See Rule 41 for how and when we will notify you of such changes.

Contents of these Terms and Conditions

Set out below are the following:

1. Who we are
2. Opening an Account and eligibility criteria
3. Our verification checks
4. Our liability to you
5. Errors
6. Technical problems
7. Your liability to us for Events of Default
8. Your liability to us for other breaches
9. Closing an Account
10. Your classification for FCA rules purposes
11. The risk to you of Financial Spread Betting and CFDs
12. Adjustments and takeovers, suspension, and insolvency
13. Our relationship and your reliance upon information given to you
14. Security

15. Charges for Financial Spread Betting and Transactions
16. Tax and interest
17. Providing a quote
18. Opening a Financial Spread Bet or Transaction
19. Closing a Financial Spread Bet or Transaction
20. Recording your Financial Spread Bet and Transaction
21. Account Management Orders
22. Placing, cancelling and amending Account Management Orders
23. Funding and roll overs
24. Down Spread Bets and Transactions (Shorting)
25. NTR/Initial Margin and Waived NTR
26. Your Trading Ledger
27. Your Available Balance
28. Positive cash balances
29. Negative cash balances
30. The Close Out Level
31. Credit limits
32. How we hold your funds
33. Transferring funds between your Trading Ledger and Fixed Odds Ledger
34. Your promises to us, market abuse and unlawful conduct
35. Force Majeure Events
36. Queries, complaints and disputes
37. Account information
38. Cheques
39. No Spread Bets or Transactions to be opened or closed by telephone message
40. Death of client
41. Amendments to the Customer Agreement and our services
42. Telephone Betting
43. Currency
44. Your personal data
45. Agents, powers of attorney and commissions
46. Communications between you and us
47. Conflicts of interest

48. Miscellaneous
49. What law applies and where you can bring a legal claim
50. Glossary of terms

Risk Warning Notice

1. **Who we are**

- (1) Spreadex Limited ("**we**", "**us**", "**our**", "**ours**" and "**ourselves**" as appropriate), is authorised and regulated by, and registered with, the Financial Conduct Authority (the "**FCA**") (registration number 190941). The FCA is based at 12 Endeavour Square, London, E20 1JN and www.fca.gov.uk.
- (2) Spreadex Limited is also licensed and regulated in Great Britain by the Gambling Commission. Fixed Odds Bets and Casino Betting (which are both forms of gambling) are offered under licence number [008835-R-104580-017](#). The Gambling Commission is based at Victoria Square House, Victoria Square, Birmingham, B2 4BP.
- (3) Spreadex Limited is licensed in Ireland as a remote book maker for Fixed Odds Betting under National Excise Licence Office licence number 1016176.
- (4) Our registered address is Spreadex Limited, Churchill House, Upper Marlborough Road, St Albans, Herts, AL1 3UU. Company registered number 03720378.

2. **Opening an Account and eligibility criteria**

- (1) In order to register an Account and use the Website, the App or our telephone betting services, you must: (a) be 18 years of age or older; (b) not be located in any of the restricted territories listed [here](#); (c) not be an employee or otherwise engaged by Spreadex Limited or any of its group companies nor, be such a person's spouse, partner, child, sibling or parent; and (d) not be self-excluded from gambling (including via GAMSTOP as further set out at Rule 12 of the Sports Spread Betting, Fixed Odds Betting and Casino Betting Terms and Conditions) or otherwise prohibited for any reason from gambling with us or using our services; and (e) subject to Rule 2(3) below, not already have an Account open with us.
- (2) In order to apply for an Account you must complete and submit an application for an Account. We may refuse any application for an Account at our discretion.
- (3) You must ensure that the information you provide is complete and accurate and that you update it if the information changes in the future. It is particularly important that you update us about any information that affects your use of our services as quickly as possible (for example, your payment method and contact details).
- (4) After an Account has been opened, you may only open further Accounts with our

agreement.

3. **Our verification checks**

- (1) We are required to undertake certain checks to comply with our legal and regulatory obligations, for example to verify your age, identity, address, location, financial circumstances, and the source of the funds you deposit and use, and we may also undertake other appropriate credit, fraud prevention and verification checks ("**Verification Checks**"). In particular, before you are able to deposit any funds or open any Spread Bets or Transactions, or make any withdrawals from your Account, we will undertake certain Verification Checks.
- (2) In order to undertake our Verification Checks, we may require you to provide certain information and documentation (such as a copy of your passport, driving licence, and recent bank statement, utility bill, and pay slips).
- (3) By registering for an Account, you authorise us to conduct any Verification Checks that we may reasonably require at any time and you agree to provide us with any information and documentation we may reasonably need in relation to such Verification Checks.
- (4) We may suspend or place limits on your Account(s) whilst we undertake the Verification Checks and/or until you provide the requested information and documents. We may close your Account(s) and terminate the Customer Agreement if a Verification Check shows that you do not meet the eligibility criteria set out in Rule 2, are in breach of the Customer Agreement, and/or we are required to do so in order to comply with our legal and regulatory obligations. We may also close your Account(s) and terminate the Customer Agreement if you are found to have provided false or inaccurate information on registration or at any other time.
- (5) We may undertake certain searches with, and supply the information that you have given us to, authorised credit reference agencies (such as Experian), who may check the details we provide against any databases (public or private) to which they have access and may keep a record of that check. We may share information with credit reference and fraud prevention agencies for use in credit decisions, identification checks and for fraud detection and prevention purposes. We may also share your information with our regulators. If you owe money to us and do not pay in full and on time, we may tell credit reference agencies who will record the outstanding debt. You have the right of access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon request to us.
- (6) You may only make a deposit into your Account using a payment method registered in your own name and that you are fully entitled to use for such purposes.

4. **Our liability to you**

- (1) You have certain rights under law in respect of the services that we provide (including that we provide services with reasonable care and skill) and you have certain legal remedies if we breach any of those rights. Nothing in the Customer Agreement will affect these legal rights or remedies.
- (2) Nothing in the Customer Agreement will exclude or limit our liability for fraud, fraudulent misrepresentation or for death or personal injury caused by our negligence.
- (3) Subject to Rules 4(1) and 4(2), we will only be liable to you under the Customer Agreement for losses that you suffer as a result of our breaches of the Customer Agreement, and not for any losses that you suffer as a result of anything outside our control (including Force Majeure Events, as such term is defined at Rule 35), such as: (i) any failures with any telecommunications or other data transmission systems; and (ii) any failures with the device(s) that you use to access our services.
- (4) Subject to Rules 4(1) and 4(2), if we breach the Customer Agreement, we will only be liable to you for losses which are a reasonably foreseeable consequence of such breach (which means that the losses could have been contemplated by you or us at the time of entering the Customer Agreement) and we will not be liable for any loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation.
- (5) Subject to Rules 4(1) and 4(2), in no case will our liability exceed: (a) where the liability relates to a Spread Bet, four times the value of the Spread on opening, assessed by reference to the stake; or (b) where the liability relates to a Transaction then, unless we are prohibited from limiting such liability by law, the maximum amount of our liability will be limited to the value of whichever is the lowest of: (i) four times the amount of any Commission paid or payable by you in respect of that Transaction; (ii) four times the value of any Spread opening the Transaction; and (c) £10,000.
- (6) You may choose to access our services via a third party electronic trading service (such as TradingView) (a "**Third Party Electronic Trading Service**"). Your use of any Third Party Electronic Trading Service will be subject to the terms imposed by the provider of the relevant Third Party Electronic Trading Service. It is your responsibility to understand and evaluate the functionality and reliability of any such Third Party Electronic Trading Service before agreeing to download or access it and before opening any Transaction or Financial Spread Bet with us via it. We do not control, endorse or vouch for the accuracy or completeness of any Third Party Electronic Trading Service or their suitability to you. In no event will we be liable to you for any losses you may suffer arising from, out of or in connection with the use, operation, performance and/or error or malfunction of any Third Party Electronic Trading Service and/or any other services provided by any provider of an

Third Party Electronic Trading Service.

5. **Errors**

- (1) From time to time, technical or human/manual errors may occur which affect the Website, the App, our services, your Account, the offer, acceptance or settlement of a Financial Spread Bet or Transaction, and/or payment of winnings (and in some cases, such errors may not be apparent or detectable by you and/or us until our verification checks have been completed) ("**Errors**").
- (2) Errors affecting Financial Spread Betting and Transactions may include:
 - (a) where the price quoted by us to you in relation to a Financial Spread Bet is materially different from that which, but for the Error, we would have quoted to you in the normal course of business at the time when you requested it. Prices will be deemed to be "materially different" if the difference in price is equivalent to more than two times the Spread in relation to the relevant Index in question, save where the price quoted reflects an inaccurate figure "so far," in which case any difference between the price quoted and the price that we would have quoted to you in the normal course of business will be material;
 - (b) where we have quoted a price for a Financial Spread Bet or Transaction on an Index or Instrument at a time when, in the normal course of business, we would not have quoted a price (for example where trading has halted on the relevant market); and
 - (c) our settlement of Financial Spread Bet or Transaction (for example where we settled at a result or amount that is incorrect).
- (3) Any opening and/or closing price of a Financial Spread Bet or Transaction that is incorrect will be amended to such opening and/or closing price as we would in the normal course of business have quoted at the time when the Financial Spread Bet or Transaction was opened and/or closed.
- (4) Any Financial Spread Bet or Transaction based on a price that we have quoted to you at a time when, in the normal course of business, we would not have quoted a price for a Financial Spread Bet or Transaction on the Index or Instrument at all, will be void.

6. **Technical problems**

- (1) The operation of our business depends on the functioning of highly sophisticated and complex computer and communications systems, as well as an uninterrupted power supply. While we seek to ensure that these always run smoothly, we cannot guarantee, nor do we promise to you, that this will always be the case.
- (2) The Website and the App are provided on an "as is" and "as available" basis for your use, without warranties of any kind, either express or implied. We do not guarantee that you

will be able to access or use the Website or the App at times or locations of your choosing.

- (3) If you are dealing with us by telephone, no business that you have asked us to agree or place, whether by way of opening or closing a Financial Spread Bet or Transaction or placing, amending or cancelling an Account Management Order or otherwise, has been agreed until we expressly confirm that we agree it, at which point you will be liable in respect of it whether or not you heard our agreement. In this regard any recording of the call will be conclusive evidence of its content. We accept no responsibility for any losses suffered by you as a result of a bad line or y/our being cut off in mid-call or similar problems associated with telephone use.
- (4) We will not be liable to you for any loss or damage resulting from a failure or delay by you or us to receive an email or other electronic communication.
- (5) You understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.
- (6) We maintain numerous telephone lines which are sufficient for normal trading but it may be that there are rare occasions when you are unable to speak to us to open or close a Financial Spread Bet or Transaction because all of our lines are engaged. This may be because of a failure in our telecommunications or because some event relevant to the markets has prompted an unusually large volume of calls. In these circumstances, you should endeavour to close your bet online. If you lose money because you are unable to speak to us to open or close a Financial Spread Bet or Transaction (and are unable to close your Financial Spread Bet or Transaction online) we will not be liable for your losses.

Because we do not promise that the Website or the App will always be available nor that you will always be able to contact us via telephone, you should ensure that (i) you are content for any Financial Spread Bet or Transaction you open to continue in existence until its natural expiry, or, if it has no natural expiry, indefinitely, and/or (ii) if you are not so content, that you have made other arrangements to reduce or close off your market exposure by opening opposite positions relating to the same underlying market.

7. **Your liability to us for Events of Default**

- (1) Each of the following is deemed to be an **“Event of Default”** under the Customer Agreement:
 - (a) If any amount due from you to us of over £500 remains unpaid for a period of 14 days following the expiry of the appropriate payment period set out in Rule 29.
 - (b) If you make any statement to us concerning your financial status, your identity, your Account (including affordability and gambling-related harm) or to any Financial Spread

Bet or Transaction that is not true and accurate, or that is misleading in any material way.

- (c) If any statement previously made by you to us concerning your financial status, your identity, your Account (including affordability and gambling-related harm) or to any Financial Spread Bet or Transaction ceases to be true and you fail to inform us of the true position as quickly as you reasonably can.
 - (d) If any cheque is dishonoured or other payment instruction given by you is returned unpaid/declined.
 - (e) If you make any misrepresentation under Rule 34 at any time.
 - (f) If you cheat, or attempt to cheat, when using our services (including by way of collusion with others).
 - (g) If you take (or attempt to take) unfair advantage of, or exploit or manipulate (or attempt to exploit or manipulate) any of the promotions or special offers that we may make available from time to time and includes where, other than with our consent in accordance with Rule 2(3), you open more than one Account in order to gain the benefit of a promotion more than once).
 - (h) If you access or attempt to access our systems or otherwise circumvent our security measures, or you use (or upload to the Website, the App or our systems) any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or any other code that may be deemed malicious.
 - (i) If you undertake any fraudulent or criminal act (including depositing any stolen funds or funds from the source of crime).
 - (j) If you are found to have opened any Financial Spread Bet or Transaction from one of the restricted territories listed in Rule 2(1) or are found to have otherwise registered in breach of Rule 2(1).
 - (k) You infringe, or attempt to infringe, our intellectual property rights in any way.
 - (l) If you are in breach of any material provision of the Customer Agreement.
- (2) If we suspect that you have committed an Event of Default, we may suspend your Account whilst we investigate.
- (3) If you commit an Event of Default we may immediately upon notice to you: (i) close any or all of your open Financial Spread Bets and Transactions (whether they are winning or losing) at our prices, or if there is none then at a price which is fair and reasonable; (ii) void any or all of your open Financial Spread Bets and Transactions; and/or (ii) close any or all of your Accounts and terminate the Customer Agreement. Subject to Rules 7(4) and 7(4), if

we close your Account in accordance with this Rule, upon request, we will return to you any withdrawable amounts credited to your Account at such time (but all open Financial Spread Bets and Transactions will be closed and we will not be liable to you for any winnings that you would have otherwise won).

- (4) We may make a report to the relevant regulatory or law enforcement authorities in respect of any customer involved in fraudulent or criminal acts (including gambling underage and cheating). We may withhold payment to you of all and any sums that would otherwise be due to you if we reasonably suspect you of such behaviour. If there is a positive balance on your Account as a result of fraud or criminal activity, unless we are under a legal or regulatory obligation to return this to you, we will be entitled to permanently retain this sum without liability to you.
- (5) You agree to refund us for all costs, charges and losses sustained or incurred by us arising directly or indirectly from any Event of Default that you commit. We may withhold payment to you of all and any funds credited to your Account that would otherwise be due to you in order to recoup such costs, charges and losses.
- (6) If you have not committed an Event of Default but we reasonably believe that: (a) you are likely to commit an Event of Default; and (b) it is desirable to protect our position by closing your Financial Spread Bets and Transactions, then we will be entitled to close all of your Financial Spread Bets and Transactions, upon which any profits or losses realised on such closure will be binding as though the Financial Spread Bets and Transactions had been closed following an Event of Default.
- (7) If an Event of Default occurs, we may also (without prejudice to our right to close your open positions) cancel and/or amend any of your existing Account Management Orders, and/or impose stop loss orders against any of your existing positions, subject to the minimum distances set out in the Market Information Sheets.
- (8) If, in relation to any Financial Spread Bet or Transaction that we have the right to close under this Rule, we exercise our right to roll over under Rule 23, we will be entitled to close the new Financial Spread Bet or Transaction, to which Rule 23 will also apply, and any Financial Spread Bet or Transaction resulting from any subsequent roll over made under that Rule.

8. **Your liability to us for other breaches**

- (1) If we reasonably suspect that you have committed a breach of the Customer Agreement other than an Event of Default (as such term is defined in Rule 7), we may suspend your Account for a reasonable period whilst we investigate.

- (2) If you have committed a breach of the Customer Agreement other than an Event of Default (as such term is defined in Rule 7), or any of the following occur, we may close any or all of your Accounts and terminate the Customer Agreement:
 - (a) If you become unable to pay your debts as they fall due.
 - (b) If a statutory demand is served on you or bankruptcy petition is presented against you or a bankruptcy order is made against you, or (if you are a company) a statutory demand is served on you, or a petition is presented or a resolution is passed for your winding up, or an administrator or receiver or administrative receiver is appointed in respect of you or any of your assets, or anything analogous to the foregoing occurs outside England and Wales.
 - (c) If you are pursued for payment by any person who in our reasonably held view claims in good faith to be owed money by you.
 - (d) If your trading is of such a size that we no longer wish to continue with our relationship
- (3) If we close your Account in accordance with Rule 8(2), upon request, we will return to you any withdrawable amounts credited to your Account at such time.

9. **Closing an Account**

- (1) You may close your Account and terminate the Customer Agreement by emailing info@spreadex.com. Closure of your Account will occur within a reasonable period time of your request and we will confirm the closure to you by email. You remain responsible for any activity on your Account between your request and the closure of your Account by us.
- (2) We may close, limit or suspend your Account and terminate the Customer Agreement at any time. We will take reasonable steps to notify you in advance of any closure, other than where you have seriously breached the Customer Agreement (in which case such closure may take effect without notice).
- (3) If you, or we, close your Account in accordance with this Rule 9, on your request we will return to you all withdrawable amounts credited to your Account (as applicable) at such time.
- (4) The termination of the Customer Agreement under any Rule in the Customer Agreement will not affect any outstanding liabilities or legal rights or obligations which may have arisen whilst the Customer Agreement was in place.

10. **Your classification for FCA rules purposes**

- (1) Under FCA rules, we will classify you as a "Retail Client", a "Professional Client" or an "Eligible Counterparty".

- (2) The greatest degree of protection is afforded to Retail Clients.
- (3) You will be notified of your categorisation when you open an Account.
- (4) We may re-classify you, and it is possible for you to request re-classification. Either way we would require your written consent, or we will enter into a new written agreement with you.
- (5) If you have been categorised as a Professional Client or an Eligible Counterparty you are entitled to request us to re-categorise you as a client that benefits from a higher degree of protection. However, it is your responsibility to ask for this.
- (6) You may request a different client classification from the one we have allocated to you, but please be aware that we may decline such a request. If you do request a categorisation and we agree to such a request, you may lose the protection afforded by certain FCA rules.
- (7) When considering your application, classifying and dealing with you, we rely on information that you provide. If there is any material change in that information it is your responsibility to advise us in writing, e.g. change in address, residence, contact details, employment, financial situation etc.
- (8) In particular, if you are a Professional Client you are responsible for keeping us informed about any change that could affect your current categorisation.

11. **The risk to you of Financial Spread Betting and CFDs**

- (1) A full explanation of the risks associated with Financial Spread Betting and CFDs is set out in the Risk Warning Notice, which is included at the end of these Terms and Conditions, and you should ensure you fully understand all the risks before entering into the Customer Agreement with us and seek independent advice if necessary.
- (2) Regardless of whether or not you deal with us on credit, neither any credit or other limit set on your Account nor any sum of cash you have paid into or otherwise have standing to the credit of your Account puts any limit on your potential losses in respect of Financial Spread Bets and Transactions. Your financial liability to us may exceed the level of the credit or other limit on your Account. We refer you to the Risk Warning Notice.

12. **Adjustments and takeovers, suspension, and insolvency**

Adjustments and takeovers

- (1) If any Index or Instrument becomes subject to possible adjustment as a result of any of the events set out in Rule 12(2) below (a "**corporate event**") affecting a related financial instrument, we will determine the appropriate adjustment, if any, to be made to the size and/or value and/or number of the related Financial Spread Bet or Transaction (and/or to

the level of any order) to account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties in relation to that Financial Spread Bet or Transaction immediately prior to that corporate event, to be effective from the date determined by us.

- (2) The events to which Rule 12(1) refers are the declaration by the issuer of a financial instrument (or, if the financial instrument is itself a derivative, the issuer of the security underlying that instrument) of the rules of any of the following:
 - (a) a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;
 - (b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/ or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, 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 as determined by us;
 - (c) any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares; or
 - (d) any event analogous to any of the foregoing events or otherwise having a diluting or concentrating effect on the market value of any financial instrument not based on shares.
- (3) Any adjustment to the size and/ or value and/ or number of any Financial Spread Bet(s) or Transaction(s) (and/ or to the level of an order) will be determined reasonably and will be conclusive and binding upon you. We will inform you of any adjustment or amendment as soon as reasonably practicable.
- (4) If at any time a take-over offer is made in respect of a company, then at any time prior to the closing date of such offer we may give notice to you of our intention to close a Financial Spread Bet or Transaction in respect of that company's securities. The date of such notice will be the closing date and the closing level will be such price as we notify to you. References to "offer", "take-over" and "closing date" have the meaning given to them in the City Code on Take-overs and Mergers, as amended from time to time. These expressions will, to the extent necessary, be applied by us (using our reasonable discretion) to analogous events on any non-UK stock exchange.
- (5) In the event that there is declared or paid in respect of any financial instrument a special dividend or a dividend that is unusually large or payable by reference to an ex-dividend

date that is unusually early or late (in each case, having regard to dividend payments in previous years in respect of that same financial instrument), we may make an appropriate adjustment (including a retrospective adjustment) to the opening level of a Spread Bet or Transaction that relates to that financial instrument.

Suspension and insolvency

- (6) If at any time trading is suspended in any financial instrument that forms the subject of a Financial Spread Bet or Transaction, the Financial Spread Bet or Transaction in question will also be suspended from trading. The value of the Financial Spread Bet or Transaction unless re-valued by us as set out below, will be the price quoted by the relevant exchange at the time of suspension.
- (7) Irrespectively of any instructions given by you (including an instruction to close) or any Account Management Orders given by you in place on your CFD Account, or the passing of any Expiry Date for the Financial Spread Bet or Transaction, a Financial Spread Bet or Transaction on a suspended financial instrument will remain open but suspended until such time as either the suspension is (a) lifted or (b) the stock is delisted and can be settled accordingly.
- (8) Upon the lifting of suspension and the recommencement of trading, any orders that are attached to the Financial Spread Bet or Transaction that have been triggered will be executed as soon as is reasonable in the circumstances, having regard to the liquidity in the underlying market and any hedging transactions that we may need to execute with a third party in order to hedge our exposure to you. Due to the potential volatility upon the recommencement of trading, we cannot guarantee that Account Management Orders will be executed at the first available underlying price.
- (9) Where the Financial Spread Bet or Transaction relates to the price of shares in a company that has been delisted from the underlying exchange, gone into liquidation or otherwise become insolvent or has been dissolved we will close your Financial Spread Bet or Transaction in accordance with Rule 12(11).
- (10) Where a suspended Financial Spread Bet or Transaction reaches its Expiry Date we reserve the right to roll over the Financial Spread Bet or Transaction to the following contract charging any Commission and Funding where necessary. When we roll over a Financial Spread Bet or Transaction under this clause, the price at which we open your new Financial Spread Bet or Transaction may be different from the price at which your original Financial Spread Bet or Transaction is closed (to reflect any Commission and Funding payable during the period of the new Financial Spread Bet or Transaction).
- (11) Notwithstanding the above, if a company, whose shares represent all or part of the subject-matter of a Financial Spread Bet or Transaction, goes into liquidation or otherwise becomes insolvent, or is otherwise dissolved or de-listed by the underlying market by

reason of the length of its suspension, the day on which the company goes into liquidation, or otherwise becomes insolvent, or is otherwise dissolved or de-listed will be the Expiry Date of that Financial Spread Bet or Transaction, whether or not the Spread Bet or Transaction would otherwise have had an Expiry Date. We will deal with your Financial Spread Bet or Transaction in the following manner:

- (a) If you hold a buy (up) Financial Spread Bet or Transaction, the closing level of the Financial Spread Bet or Transaction will be zero. On closing, a corresponding buy (up) Financial Spread Bet or Transaction will be opened at zero so that if a company makes a distribution to shareholders, an amount equalling the distribution will be credited to your Account.
 - (b) If you hold a sell (down) Financial Spread Bet or Transaction, the closing level of the Financial Spread Bet or Transaction will be zero. On closing, a corresponding sell (down) Financial Spread Bet or Transaction will be opened at zero so that if a company makes a distribution to shareholders, an amount equalling the distribution will be debited from your Account. We reserve the right to require you to maintain margin (NTR) on this position, which could be, for the avoidance of doubt, as much as the difference between the Suspension price and zero.
- (12) Notwithstanding the above, if a company, whose shares represent all or part of the subject-matter of a Financial Spread Bet or Transaction, is delisted from the Exchange to which the Financial Spread Bet or Transaction relates, but at the time of delisting such company has not gone into liquidation or otherwise become insolvent, then we will take such action to the Financial Spread Bet or Transaction as is fair, taking into account the circumstances regarding the delisting and any hedging arrangements we have with our brokers. Examples of action we may take include but not limited to:
- (a) closing the Financial Spread Bet at a Closing Level, or closing the Transaction at a price, that is based on our fair and reasonable assessment of the value of the underlying instrument to which the Financial Spread Bet or Transaction relates;
 - (b) changing the exchange to which the Transaction refers;
 - (c) closing the Financial Spread Bet or Transaction at zero, and opening a corresponding Financial Spread Bet or Transaction at zero as per the terms set out in Rule 12(11); and/or
 - (d) maintaining the Suspension of the Financial Spread Bet or Transaction until the company makes a distribution to shareholders of the underlying security, at which point if possible and taking into account our own hedging arrangements, we will reflect the distribution on your Financial Spread Bet or Transaction.
- (13) We reserve the right at all times during the term of a Financial Spread Bet or Transaction where the underlying financial instrument is suspended to revalue such Financial Spread

Bet or Transaction at such price and/ or to change the NTR rate, in both cases as is reasonable in the circumstances and to require payment of NTR and/ or margin accordingly. If the Financial Spread Bet or Transaction remains open until such time as the suspension is terminated, which, for the avoidance of doubt, can occur without warning or notice to us, any Account Management Orders that you may have given us with respect to that Financial Spread Bet or Transaction will be executed as soon as is reasonable in the circumstances. We cannot guarantee that an Account Management Order will be executed at the first available underlying market price.

13. Our relationship and your reliance upon information given to you

- (1) We will act as principal and not as agent on your behalf. Unless we have otherwise agreed in writing, we will treat you as our client and you will be directly and personally responsible for performing the obligations under each Financial Spread Bet or Transaction opened by you, whether you are dealing with us directly or through an agent.
- (2) We are not authorised by the FCA to provide you with advice on the merits or otherwise of your entering into a particular Financial Spread Bet or Transaction, and dealings with you will be carried out by us on a principal to principal, non-advised and execution only basis. You trade entirely at your own risk and are solely responsible for your Financial Spread Bets and Transactions and your decision in relation to them. In particular:
 - (a) we shall not provide you with, and you will not be entitled to ask us for, any statement of opinion as to the merits of a particular Financial Spread Bet or Transaction;
 - (b) although we may check the appropriateness of entering into Financial Spread Bets or Transactions generally with you, we will be under no obligation to satisfy ourselves as to the suitability or appropriateness of any particular Financial Spread Bet or Transaction for you;
 - (c) information on your Account is available from us but we will be under no obligation to monitor or advise you on the status of your Account;
 - (d) we will be under no obligation to make margin calls or otherwise inform you that your Available Balance (as defined in Rule 27) is in deficit or that the Close Out Level has been reached in relation to your Account;
 - (e) if a person employed by us makes a statement of opinion concerning any Financial Spread Bet or Transaction or market, it is not intended to be a personal recommendation to you or advice on the merits of that Financial Spread Bet or Transaction (including a decision relating to an Account Management Order). You therefore should not treat it as such.

- (3) We may, however, at our absolute discretion, provide factual information relating to any product of ours, including Account Management Orders, any Financial Spread Bet or Transaction or potential Financial Spread Bet or Transaction about which you have enquired, or about markets and/or events affecting them.
- (4) Other than where a result of our fraud, wilful default or negligence, we will not be liable in respect of any inaccuracy in any information that we give to you that is within the scope of Rule 13(3).
- (5) Any information that we give to you that is within the scope of Rule 13(3) is taken from third party sources and we give no warranty and assume no responsibility as to its accuracy: you trade on it at your own risk.
- (6) It is your responsibility to ensure that you are aware of all the rules governing a particular Financial Spread Bet or Transaction before you open it. In this regard, you should ensure that you familiarise yourself with the Market Information Sheets effective at the time before you open a Financial Spread Bet or Transaction or agree to an Account Management Order in relation to a Financial Spread Bet or Transaction.
- (7) You are reminded that the Agreement effective at the time when you opened your Account may have been amended subsequently: please see Rule 41 below for more.

14. **Security**

- (1) Upon your application for an Account being accepted by us, you will be provided with a password, security question and answer, and Account number, which will enable you to access and use the services via the Website, App or over the telephone. You should keep your password, security question and answer and Account number in a safe place and not divulge them or their whereabouts to any person whom you do not wish to deal on your Account. If you contact us via telephone, we may ask you to provide your account number for identification purposes.
- (2) You should change your password regularly. You must notify us of any unauthorised use of your Account as soon as you suspect or otherwise become aware of it so that we can suspend your Account and prevent further misuse.
- (3) If you share your Account details with anyone else, for the purposes of this Customer Agreement you will be deemed to be permitting that person to act on your behalf in accordance with Rule 45, and you will be responsible for their actions and all related activity as set out in Rule 45.
- (4) We may refuse to transact with you if we in good faith doubt that the person undertaking, or attempting to undertake, activity on your Account is not authorised by you to do so.
- (5) You are strongly recommended to use a security question that is unique to you and is not common knowledge amongst your friends and family and not to disclose your Account

number, password or security question and answer to anybody who does not have your authority to access and use your Account. You must apply to change your password and Account number and security question and answer immediately by telephoning any of our [contact telephone numbers](#) if you have reason to suspect that anyone may be able to use your Account without your authority.

15. **Charges for Financial Spread Betting and Transactions**

- (1) We will be entitled to make charges on your Account in respect of your Financial Spread Bets and Transactions. These charges will be made on the basis of our charging policy at the time when you open or close your Financial Spread Bets and Transactions and will be deducted from your Trading Ledger.
- (2) If you are unsure of the charges associated with any potential Financial Spread Bet or Transaction you should ask for details before you open it, as by agreeing to open or close a Financial Spread Bet or Transaction, you will be agreeing to pay the associated charge.
- (3) Where you hold a Financial Spread Bet or Transaction that exposes you to the payment of a dividend, we shall be entitled to make a dividend adjustment to your Account to reflect the dividend paid. For Up Spread Bets and Transactions, this adjustment will generally be a cash adjustment reflecting the amount of the net dividend receivable by a UK taxpayer holding the equivalent position in the relevant Instrument / Index. It will be credited to your Account. For Down Spread Bets and Transactions, this adjustment will be a cash adjustment reflecting the pre-tax dividend amount. You will be liable to pay this to us (and we may deduct this from your Account). You should contact us for details of dividend adjustments if you are unsure of the impact that this will have on your Account.
- (4) We may also make a Borrowing Charge in respect of a Financial Spread Bet or Transaction. See Rule 24.
- (5) We may charge you Commission upon both the opening and the closing of a Transaction or Financial Spread Bet. See Rules 18(5) and 19(5). Details of any Commission payable may be found in the Market Information Sheets.
- (6) We may charge for Funding on a daily basis on open Financial Spread Bets and Transactions. See Rule 23.
- (7) Our normal charges are shown on the Market Information Sheets. Our advertised spreads assume execution in accordance with our Order Execution Policy. Spreads for execution in any other way may vary. Where this is the case, we will notify you before accepting your order. In addition we will be entitled to make a reasonable charge for any product or service in respect of which no charge is provided for in the Market Information Sheets, if it is reasonable for us to make a charge.

16. Tax and interest

- (1) We understand that UK tax law currently exempts UK residents from paying capital gains tax on winnings from betting. Financial Spread Betting is not currently subject to capital gains tax or UK stamp duty. However, tax laws may well change in the future. We cannot advise you on tax and, if in any doubt, you should seek your own independent advice. You are responsible for paying all tax that may be payable in respect of your bets, other than betting duty. The tax treatment of Bets may differ according to your personal circumstances and, further, tax legislation and the interpretation thereof can change. Tax treatment depends upon your individual circumstances and the tax jurisdiction that applies to you. Tax treatment in jurisdictions other than the UK may be different and we recommend you seek your own independent advice from a person authorised to give such advice in your jurisdiction. Nothing in this sub-paragraph constitutes tax advice: we are not authorised to provide tax advice and will not provide such advice in any circumstances.
- (2) In the event that payment of a negative cash balance is not received by us in accordance with the requirements in Rule 29, we will charge interest at 1% per month on the outstanding balance (calculated on a daily basis, and compounded at the end of each month), which is equivalent to an EAR (Effective Annual Rate) of 12.7%pa, and we may also recover from you all reasonable costs and expenses (plus, where applicable, VAT at the prevailing rate) rightfully incurred by us as a result of your late payment, including but not limited to reasonable legal costs (including costs arising from defending any counterclaim, or claim by a third party), debt recovery, search fees, property valuation fees and bank charges relating to dishonoured cheques, either before or after the commencement of any action, as a result of any failure by you to settle your Account as required.
- (3) We may also charge interest at 1% per month on any negative Available Balance (as defined in Rule 27) standing to your Account.

17. Providing a quote

- (1) Upon your request, we may quote a higher and lower figure for each Index or Instrument, the difference between the two figures being our "Spread". An indication of the Spread between the higher and the lower figures is, for most types of Index and Instrument, shown in the Market Information Sheets. These prices will be determined in accordance with our Order Execution Policy and will incorporate our Spread. You acknowledge that the Spreads set out in the Market Information Sheets are subject to change and therefore that when you close a Financial Spread Bet or Transaction the Spread may be larger or smaller than the Spread quoted when the Spread Bet or Transaction was opened. The Spread we quote may contain an element of profit for us and in this regard may be different from the Spread being quoted in the underlying market for the Index or Instrument in respect of which you wish to open or close a Financial Spread Bet or Transaction. Where there is an underlying market and Financial Spread Bet or Transactions are opened at any time when the underlying market is closed, the Spread may be larger than for Spread Bets and

Transactions opened or closed when that market is open.

- (2) You may request a quote to open a Spread Bet or Transaction or to close all or any part of a Financial Spread Bet or Transaction at any time during our Trading Hours for the Index or Instrument in respect of which you wish to open or close the Financial Spread Bet or Transaction. We may provide a quote and accept and act on your offer to open or close a Financial Spread Bet or Transaction outside our Trading Hours for the Index or Instrument to which the Financial Spread Bet or Transaction relates.
- (3) If we choose to provide a quote, we will provide such quote either orally by telephone or electronically via the client pages on our website or by such other means as we may from time to time notify to you. The prices we quote will be in accordance with our Order Execution Policy and will be valid at the time we quote them. However, they may be withdrawn or modified at any time thereafter. A Financial Spread Bet or Transaction will be initiated by you by offering to open or close a Financial Spread Bet or Transaction with us on an Index or Instrument at the level quoted by us. We may accept or reject your offer to open or close a Financial Spread Bet or Transaction at any time until the Spread Bet or Transaction has been executed or we have acknowledged that your offer has been withdrawn. A Financial Spread Bet or Transaction will be deemed to have been opened or closed only when your offer has been received and accepted by us. Prices displayed by us on any television or text service or on our website are for indication purposes only.
- (4) In respect of each Index or Instrument we quote that is based on the price of a share that is traded on a London exchange there is an Exchange Market Size for Financial Spread Bets or Transactions in that Index or Instrument. It is important that you familiarise yourself with any Exchange Market Size that is applicable to a Financial Spread Bet or Transaction before you open it, for a Spread Bet or Transaction that is in excess of Exchange Market Size may be dealt with differently from a Financial Spread Bet or Transaction that is within Exchange Market Size.
- (5) Any price that we quote is valid only for a transaction equivalent in size to the quotes available to us in the underlying market on which they were based.

18. **Opening a Financial Spread Bet or Transaction**

- (1) We reserve the right to refuse to open part or all of a Financial Spread Bet or Transaction (including any Financial Spread Bet or Transaction that would result from our agreeing to a request to roll over part or all of a Spread Bet or Transaction – see Rule 23). In exercising our right under this sub-paragraph we shall have regard only to our interests and shall be under no obligation to give you reasons for a refusal.
- (2) A Transaction is a contract (subject to the terms of this Customer Agreement) between you and Spreadex to exchange the difference between the purchase price of a CFD (based on an Instrument in the underlying market) and the price at which it is sold. You will open a

Transaction by "buying" CFDs in an Instrument or "selling" CFDs in an Instrument. A Transaction must always relate to a specified number of shares, contracts or other units in an Instrument. If the Instrument on which the CFD is based rises in price then the buyer will profit and the seller will make a loss. If the Instrument on which the CFD is based falls in price then the seller will profit and the buyer will make a loss. In these Terms and Conditions, a Transaction that is opened by "buying" is referred to as an "up Transaction" and a Transaction which is opened by "selling" is referred to as a "down Transaction". We may also, in our dealings with you, refer to (a) up Transactions as "longs", "long positions", "buys" and "highs"; and (b) down Transactions as "shorts", "short positions", "sells" and "lows".

- (3) If you wish to open a Financial Spread Bet you do so by "buying" (wagering that a specified Index will go up within a specified period) or "selling" (wagering that a specified Index will go down within a specified period). In the Customer Agreement, a Financial Spread Bet that is opened by "buying" is referred to as an "up Spread Bet" and a Financial Spread Bet which is opened by "selling" is referred to as a "down Spread Bet". We may also, in our dealings with you, refer to (a) up Spread Bets as "longs", "long positions", "buys" and "highs"; and (b) down Spread Bets as "shorts", "short positions", "sells" and "lows".
- (4) When you open an up Spread Bet or Transaction, the opening level will be the higher figure quoted by us for the Index or Instrument in respect of which the Spread Bet or Transaction is made and when you open a down Spread Bet or Transaction, the opening level will be the lower figure quoted by us for the Index or Instrument in respect of which the Spread Bet or Transaction is made.
- (5) When you open a Transaction or Financial Spread Bet we may charge you a Commission that is calculated as a percentage of the value of the opening Transaction or Financial Spread Bet (as applicable) or on any other basis which may be agreed by us in writing. Details of the amount of Commission that we may charge in respect of particular Transactions and Financial Spread Bets may be found in the Market Information Sheets. If no Commission is specified in the Market Information Sheet relating to an Instrument then we may charge the standard commission rate as published on our website or, if no rate is published, 0.2% of the value of the opening Transaction or Financial Spread Bet (as applicable). Unless we agree otherwise, all Commission charged upon the opening of a Transaction or Financial Spread Bet becomes payable upon the opening of the Transaction or Financial Spread Bet (as applicable).
- (6) A Financial Spread Bet must always be made for a specified number of pounds (£) or such other currency as we may agree per point of movement (the "stake") in an Index, irrespective of the way in which the Index in question is quoted in any relevant underlying market.
- (7) If you offer to open a Financial Spread Bet or Transaction at a stake that is larger than Exchange Market Size, rather than accepting your offer as a whole we reserve the right to

accept your offer as a series of smaller Financial Spread Bets or Transactions, each Financial Spread Bet or Transaction having a different (bid/offer) price.

- (8) Upon accepting an offer to open a Spread Bet or Transaction, we will allocate to it a Spread Bet Reference Number or Transaction Reference Number that will be notified to you as part of the confirmation for that Transaction.
- (9) Each Spread Bet and Transaction opened by you will be binding on you, notwithstanding that by opening the Spread Bet or Transaction you may have exceeded any credit limit or any other limit applicable to you or in respect of your dealings with us.
- (10) For Spread Bets and Transactions placed by telephone, the Spread Bet or Transaction is struck when it has been orally confirmed by the Spreadex employee.

19. Closing a Financial Spread Bet or Transaction

- (1) Financial Spread Bets and Transactions that have not expired may, subject to our providing you with a quote, be closed or partially closed by following the procedure set out in Rule 17.
- (2) Subject to the other paragraphs of this Rule 19 and the other Rules in the Customer Agreement, we will use reasonable endeavours to provide you with a quote so that you may close an open Financial Spread Bet or Transaction in whole or in part by entering into a further Financial Spread Bet or Transaction in respect of the same Index or Instrument but in the opposite direction. For the purposes of this Customer Agreement references to closing a Financial Spread Bet or Transaction may be taken as meaning the realisation of winnings or losses in the manner set out in Rule 19(11).
- (3) Details of the Expiry Dates for Financial Spread Bets and Transactions are available via the Market Information Sheets and may be obtained from our traders on request. It is your responsibility to make yourself aware of the Expiry Date for a particular Index or Instrument before placing a Financial Spread Bet or Transaction. Not all Financial Spread Bets or Transactions will have an Expiry Date.
- (4) You acknowledge and agree that, when you close or partially close a Financial Spread Bet or Transaction at any time before it expires, we and you will each treat our respective liabilities in relation to the two concurrent Financial Spread Bets or Transaction as having been simultaneously discharged to the extent that the opening level of the second Spread Bet or Transaction will be deemed to be the closing level of the first Spread Bet or Transaction, notwithstanding that the result of each Spread Bet or Transaction at the time of expiry is then unknown, and the first Financial Spread Bet will then be treated by you and by us as being payable in accordance with Rule 19(11).

- (5) When you close a Transaction or Financial Spread Bet we may charge you a Commission that is calculated as a percentage of the value of the closing Transaction or Financial Spread Bet (as applicable) or on any other basis which may be agreed by us in writing. Details of the amount of Commission that we may charge in respect of particular Transactions or Financial Spread Bet may be found in the Market Information Sheets. If no Commission is specified in the Market Information Sheet relating to an Index or Instrument then we may charge the standard commission rate as published on our website or, if no rate is published, 0.2% of the value of the closing Transaction or Financial Spread Bet. Unless we agree otherwise, all Commission charged upon the closure of a Transaction or Financial Spread Bet becomes payable upon the closure of the Transaction or Financial Spread Bet (as applicable).
- (6) Subject to Rule 19(7) below, if your Financial Spread Bet or Transaction has an Expiry Date but has not already been closed by any applicable Expiry Date for the Index or Instrument in respect of which the Spread Bet or Transaction is made we will close your Financial Spread Bet or Transaction as soon as we have ascertained the closing level of the Financial Spread Bet or Transaction. The closing level of the Financial Spread Bet or Transaction will (subject to the other Rules in this Agreement) be:
- (a) the applicable official quotation or value in the relevant underlying market or, where there is no such market, such other measure, factor or indicator as may be relevant;
plus or minus
 - (b) any Spread which we apply when such a Financial Spread Bet or Transaction is closed. Details of the spread we apply when a particular Financial Spread Bet or Transaction is closed are available on request and you acknowledge that it is your responsibility to make yourself aware of any spread that we apply when you close a Financial Spread Bet or Transaction. The Spread quoted will reflect prevailing market conditions.
- (7) You accept that there may be a delay in our offering you a quote to close a Financial Spread Bet or Transaction that is in excess of four times' Exchange Market Size, or where any number of Financial Spread Bets on a share together have a stake in excess of four times Exchange Market Size or any number of Transactions taken together are in excess of four times Exchange Market Size. This is particularly likely to be the case where the Index or Instrument in respect of which the Financial Spread Bet or Transaction is made is illiquid. Depending on the circumstances the delay could be one of hours, days, weeks or even months, and might involve our quoting you a series of prices for closing the Financial Spread Bet or Transaction in tranches rather than at one time and a single price. If this happens the level of the Index or Instrument may move against you during the period of delay. You should bear these potential consequences in mind prior to opening a Financial Spread Bet or Transaction in excess of Exchange Market Size (or accumulating a Financial Spread Bet or Transaction in excess of Exchange Market Size by placing a number of Financial Spread Bets or Transactions) and should only open such a Financial Spread Bet or

Transaction (or accumulate such a position) if you are prepared to accept the risks associated in doing so.

- (8) In the event that you open a Spread Bet or Transaction: (a) that is in relation to an Index or Instrument that is a share; (b) that expires on a quarterly or monthly market (for Financial Spread Bets only); and (c) the underlying share is or becomes unborrowable so that we are unable to hedge against losses that we may incur in relation to that Financial Spread Bet or Transaction – we may close the Financial Spread Bet or Transaction in question. For the avoidance of doubt, this 19(8) will apply whether the share was unborrowable from the outset or our brokers or agents recall from us a share that we have already borrowed against.
- (9) Subject to the application of Commission and Funding payments and any other charges payable to Spreadex under this Agreement, upon the closing of a Transaction:
 - (a) you will pay us the difference between the opening level of the Transaction and the closing level of the Transaction if the Transaction is (i) a down Transaction and the closing level of the Transaction is higher than the opening level of the Transaction; or (ii) an up Transaction and the closing level of the Transaction is lower than the opening level of the Transaction; and
 - (b) we will pay you the difference between the opening level of the Transaction and the closing level of the Transaction if the Transaction is: (i) a down Transaction and the closing level of the Transaction is lower than the opening level of the Transaction; or (ii) an up Transaction and the closing level of the Transaction is higher than the opening level of the Transaction.
- (10) Upon the closing of a Financial Spread Bet:
 - (a) you will pay us the difference between the opening level of the Financial Spread Bet and the closing level of the Financial Spread Bet multiplied by the stake if the Financial Spread Bet is (i) a down Spread Bet and the closing level of the Financial Spread Bet is higher than the opening level of the Spread Bet; or (ii) an up Spread Bet and the closing level of the Financial Spread Bet is lower than the opening level of the Spread Bet; and
 - (b) we will pay you the difference between the opening level of the Financial Spread Bet and the closing level of the Financial Spread Bet multiplied by the stake if the Financial Spread Bet is: (i) a down Spread Bet and the closing level of the Financial Spread Bet is lower than the opening level of the Spread Bet; or (ii) an up Spread Bet and the closing level of the Financial Spread Bet is higher than the opening level of the Spread Bet.
- (11) All sums payable by you pursuant to Rules 19(9)(a) and 19(10)(a) will be deducted from your Trading Ledger. Sums payable by us pursuant to Rules 19(9)(b) and 19(10)(b) will be

credited to your Trading Ledger. Positive and negative balances on your Trading Ledger will be settled in accordance with Rules 28 and 29.

- (12) For Spread Bets or Transactions closed by telephone, the Spread Bet or Transaction is closed when the closing has been orally confirmed by our employee.
- (13) We may remove an Instrument or Index from our platform at any time and for any reason. Where we decide to remove an Instrument or Index from our platform and you have an open Transaction or Spread Bet in relation to that Instrument or Index, we may require you to close that open Transaction or Spread Bet (as applicable) within 30 days of your being deemed to have received notice under Rule 46. If you do not close the open Transaction or Spread Bet (as applicable) within 30 days of receiving notice, we may close the open Transaction or Spread Bet on your behalf at our price (or if none is available at a price that is fair and reasonable) and without further notice to you.

20. **Recording your Financial Spread Bet and Transaction**

- (1) You may open and close a Financial Spread Bet or Transaction either via the Website, the App, by using our telephone service, or by such other means as we may accept from time to time.
- (2) When you submit an instruction (and provide the information stated on the platform as being required for such submission) through the Website or the App to buy or sell, you will be making an offer to buy or sell in the market specified at the price quoted and for the stake input. If we accept your offer we will generate and send you a Trade Confirmation within a few seconds of receiving your instruction. Until we generate and send the Trade Confirmation, the Financial Spread Bet or Transaction has not been opened or closed. If you do not receive a Trade Confirmation or you dispute the contents of any Trade Confirmation, you should notify us as soon as possible by telephone.
- (3) A Financial Spread Bet or Transaction opened or closed via the Website or the App is only deemed to be opened or closed if a Trade Confirmation has been generated in respect of it and is present on our systems. If you have not received or seen a Trade Confirmation that does not mean your instruction in respect of your Financial Spread Bet or Transaction is invalid if our systems have a record of the Trade Confirmation.
- (4) A Financial Spread Bet or Transaction opened or closed by our telephone service is deemed to be opened or closed (as applicable) when it has been orally confirmed by the Spreadex employee.
- (5) You agree that, save in the case of manifest error or our negligence, we and our transaction data and records shall be the final authority in determining the terms and settlement of any Financial Spread Bet or Transaction you open.

21. **Account Management Orders**

- (1) You should be aware that when you place any order relating to a Financial Spread Bet or Transaction the related Financial Spread Bet or Transaction is with Spreadex as principal and in relation to our price and not the price of the underlying market.
- (2) The devices described in the immediately following sub-paragraphs (a) to (d) are referred to as “**Account Management Orders**” and are not available on all Indices nor in relation to all Instruments:
 - (a) An order to open is an arrangement to establish a new position or add to an existing Financial Spread Bet or Transaction at a specified price, if our quote should reach it.
 - (b) A limit order is an arrangement to close an existing Financial Spread Bet or Transaction at a specified more favourable price than our current quote.
 - (c) A stop loss order or stop is an arrangement to close an existing Financial Spread Bet or Transaction at a specified less favourable price than our current price.
 - (d) A guaranteed stop loss is an arrangement to close an existing Financial Spread Bet or Transaction at a specified price that is guaranteed to be no worse than the price specified. A guaranteed stop loss may only be placed at the time you open a trade. A premium will be added to the opening price – see the Market Information Sheets.
- (3) We reserve the right to reject or accept a request for an Account Management Order, or a request for the amendment or cancellation of any Account Management Order, as we see fit, save that we will only be able to reject a request for the cancellation or reduction of an order to open if it is reasonable for us to do so.
- (4) If an Account Management Order contains specification of a time until when it will be good, it will cease to exist at that time unless it has been filled, cancelled or amended beforehand.
- (5) If an Account Management Order is specified to be “good until cancelled,” it will be good until either (a) it is filled, cancelled or amended or (b) if later, the closure of any existing Spread Bet or Transaction expiry of any Index or Instrument to which it relates. If the Account Management Order relates to an existing Financial Spread Bet or Transaction that is rolled over, it will not be cancelled by the roll over and will automatically be attached to the new position, but will be moved on each roll over by the degree to which the opening price of the new Financial Spread Bet or Transaction differs from the closing price of the old Financial Spread Bet or Transaction. See further Rule 23.
- (6) Unless expressly stated to be guaranteed, Account Management Orders are vulnerable to the relevant Indices ‘gapping through’. This happens when our quote moves beyond the price at which you have requested that the Account Management Order be filled, without

our having been able to fill the Account Management Order at the specified level. This may and frequently does happen when the underlying market moves quickly. It can also happen overnight. Subject to the other provisions of this Agreement, in all such cases we shall fill the Account Management Order as soon as is reasonably practicable. When our price has 'gapped through' the level of the Account Management Order overnight this may be as soon as is reasonably practicable after we open for business the next Business Day. You acknowledge and agree that because of the potential for rapid adverse market movement and/or 'gapping through' overnight an Account Management Order may be filled at a price worse, possibly much worse, than the specified level.

- (7) We reserve the right to work Account Management Orders. Working an Account Management Order may mean that your Account Management Order is executed in more than one tranche at different prices. This could result in your Financial Spread Bet or Transaction being opened or closed at an aggregate level which may differ from your specified level and at a price which differs from that which would have been attained if the Account Management Order had been executed in a single tranche.
- (8) If our quote reaches a level sufficient to fill an order to open but the Available Balance in your Account is such that it would be negative if the order to open were filled, we may at our discretion not fill the order to open but cancel it.
- (9) All the Account Management Orders described above will be activated according to our bid (if the trade is a sell) or our offer (if the trade is a buy) and not according to the price in the underlying market.
- (10) Account Management Orders (excluding those that are guaranteed) can be placed, and amended during Spreadex opening hours. Guaranteed Account Management orders can only be placed and amended during Trading Hours for the Index to which they relate. All Account Management Orders can only be activated within the Trading Hours for the Index to which they relate.
- (11) Each type of Account Management Order may only be placed within a minimum distance of our prevailing bid/offer price (as applicable) for the Index or Instrument to which your Financial Spread Bet or Transaction relates. The minimum is set out in the Market Information Sheets.
- (12) You will be liable for any losses on your Account which may result from the filling of an Account Management Order, regardless of the Available Balance at the time when the order was filled.

22. Placing, cancelling and amending Account Management Orders

- (1) When you indicate through the trading platform that you wish to place, cancel or amend an Account Management Order you will be asking us to agree to the placing, cancellation or amendment of the Account Management Order as per your specification. If we agree to

your request we will send you a message to that effect that contains a Trade Confirmation within a few seconds. Until we send it the order has not been placed, cancelled or amended. Should you not receive this within one minute you must notify us immediately. If you do not receive a Trade Confirmation in that time and you do not notify us as required, you will be deemed to have agreed only the transactions recorded by us. Similarly, if you dispute the contents of any Trade Confirmation sent by us to you, you must notify us immediately upon receipt by telephone; if you do not, the transactions recorded by us will be deemed to be agreed by you.

23. **Funding and roll overs**

- (1) All Financial Spread Bets and Transactions will run on indefinitely unless they are closed on your instructions and/or under some other provision of this Agreement, or they reach an applicable Expiry Date.
- (2) When a Financial Spread Bet or Transaction reaches an Expiry Date, the Financial Spread Bet will be closed at the prevailing quote for the Index or Instrument, with any winnings or losses realised and due for settlement. Such a Spread Bet or Transaction may, by agreement between you and us, be rolled over into the new period, in which case a new Financial Spread Bet or Transaction will be opened for the new contract period at our then prevailing quote for that Index or Instrument. We reserve the right to refuse to roll over any Spread Bet or Transaction at our absolute discretion, regardless of your preference and of your Available Balance, or to attach certain conditions to agreeing to roll over.
- (3) Where a Financial Spread Bet or Transaction, or any number of Financial Spread Bets or Transactions together, are on a particular share Index or Instrument and reach their Expiry Date and is/are collectively of sufficient size that the overall stake is equivalent to or in excess of four times' Exchange Market Size, we may roll over your Spread Bet(s) or Transaction(s) into the next contractual period for the underlying Future regardless of your preference and of your Available Balance. If a Financial Spread Bet or Transaction is rolled over to a new Expiry Date at a time when your Account is at or below the Close Out Level the roll over will be deemed to have been made in exercise of our right under this paragraph whether or not you consented to it.

24. **Down Spread Bets and Transactions (Shorting)**

- (1) **Borrowing Charges.** When you hold a down Spread Bet or Transaction (i.e. you are shorting a stock) you may incur a Borrowing Charge. For stocks that can be shorted in the underlying market, this borrowing charge will be the applicable rate in the underlying market from time to time plus a reasonable charge. If there is no underlying borrow available in the stock, we may still allow you to place a down Spread Bet or Transaction against our overall long book exposure if we judge that we have sufficient customers who are long. In such a case, the cost of borrowing will be higher to reflect the lack of

availability in the underlying market and typically the charge will be 10% of the value of the stock per annum, but could be higher and we will be entitled to charge any rate that is not commercially unreasonable. Please note however, that borrowing charges relating to open Spread Bets or Transactions may vary with little or no notice as the underlying market rate changes and/or our overall book changes. To determine whether a Borrowing Charge applies, call our traders in advance of placing the Financial Spread Bet or Transaction and we will advise on the applicable rate.

- (2) **Stock Call Back.** We will be entitled to close your open down Spread Bet or Transaction at the prevailing market price if our underlying short hedge is forcibly closed by our brokers or counterparty.
- (3) We will also be entitled to close your open down Spread Bet or Transaction if we have hedged your position internally and the makeup of our book alters with the result that we no longer have sufficient clients who are long to enable us to maintain such a hedge. It will be for us to judge in our absolute discretion whether any alteration in the makeup of our book has led to this result.

25. **NTR/Initial Margin and Waived NTR**

- (1) As a condition of opening a Financial Spread Bet or Transaction in any market we may require you to pay us a deposit known as the "Notional Trading Requirement" or "**NTR**") or "**Initial Margin**". This is a payment that gives us a degree of security against the possibility that the Index or Instrument to which your Financial Spread Bet or Transaction relates will move against you. The NTR that we may demand in relation to any given Financial Spread Bet or Transaction is determined by an NTR Multiplier that varies from market to market and may be ascertained from the Market Information Sheets on our website. NTR is payable to Spreadex Limited on opening each Financial Spread Bet or Transaction. Note that the NTR for certain Financial Spread Bets or Transactions will be based on the notional value of the Financial Spread Bet or Transaction and therefore the NTR due for such Financial Spread Bets or Transaction will fluctuate in accordance with the notional value of the Financial Spread Bet or Transaction.
- (2) In some options markets, the NTR applicable may be different depending on whether you are long or short. If you wish to know the NTR applicable to any Financial Spread Bet or Transaction you can telephone us to ask before you open it.
- (3) If you are classified as a Professional Client, the NTR relevant to any given Financial Spread Bet or Transaction can be limited by placing a stop (See Rule 21). There is a minimum distance that is acceptable to us between our prevailing spread in any given market and a stop placed on a Financial Spread Bet or Transaction in that market. Minimum stop distances that are applicable from time to time can be found in the Market Information Sheets.
- (4) Waived NTR is the sum of NTR that we are prepared to forgo. If we agree to a sum of

Waived NTR on your Account we shall notify you of it in writing. If, aside from setting any Waived NTR limit, we at any time forgo our right to NTR in any other way, we will be entitled to demand that NTR in the same circumstances in which we would be entitled to withdraw or reduce your Waived NTR under this Rule. If we demand any such NTR you must pay it to us by 4pm on the next Business Day, failing which it will be debited from your Available Balance immediately.

- (5) We reserve the right to increase one or more NTR Multiplier, and/or to reduce or withdraw your Waived NTR, at any time without following the procedure set out in Rule 41 if to do so is reasonably necessary to protect our position in response to or in anticipation of:
 - (a) a change in your financial circumstances or our knowledge of them; and/or
 - (b) a change in the volatility and/or liquidity of any Index in respect of which you have an open Spread Bet on your Account.
- (6) We will (unless prevented by a Force Majeure Event) give you notice of any increase in any NTR Multiplier or reduction or withdrawal in your Waived NTR by email and/or by telephone. Any such increase and/or reduction or withdrawal will take effect at 4pm on the next Business Day after your being deemed to have received notice of it under Rule 46.

26. **Your Trading Ledger**

- (1) Your Trading Ledger records the cash position between you and us resulting from payments between us and profits and losses on Sports Spread Bets, Financial Spread Bets and Transactions. You can support or increase your Available Balance (as defined in Rule 27) by depositing funds into your Trading Ledger. No interest is paid on these deposits.
- (2) Each Sports Spread Bet, Financial Spread Bet or Transaction allowed by virtue of a debit/credit card deposit is subject to the relevant card acceptance procedures. Where immediate authorisation cannot be obtained from the debit/credit card authority, the Financial Spread Bet or Transaction may be accepted by us subject to subsequent authorisation being given. Should authorisation be declined, the Financial Spread Bet or Transaction may be voided at our discretion (but not yours). If our request for authorisation is declined, it is your responsibility to investigate with your own card issuer the reason for that decision to decline, as at no time will we be given any details of such reasons.
- (3) Same day UK and international bank transfers and cheque negotiation fees levied by our bank in relation to your Account will be claimed by us from your Account. Any such charges will be notified to you in your periodic statement of account (See Rule 26(4) below). The sum that we credit to your Trading Ledger in respect of any payment made by you to us will be the sum that remains after deduction of (i) any charge made by your bank for sending the money to our bank and/or (ii) the above charges.

- (4) We will ordinarily post on your secure area of the Website (accessed once logged into the 'My Account' area of the Website) a weekly Account statement and send you notification by email as soon as an updated version is available for you to view and/ or print. These statements will remain available for you to access and print, should you wish, many months into the future. The notification will be sent to you by email. Additionally, in the event that we close any of your positions other than in accordance with your express instructions, we will send you a statement after closing the position. You may review your Account at any time online or you may telephone to establish whether any sum is due to be paid or payable on your Account. Rules 28 and 29 apply whether or not you have had sight of a statement.

27. **Your Available Balance**

- (1) Your "**Available Balance**" at any given time is calculated as your Equity minus Notional Trading Requirement on open Transactions and Financial Spread Bets after taking into consideration any Waived NTR. For these purposes Waived NTR may only be set off against Notional Trading Requirement. For these purposes, "Equity" means the cash balance in your Trading Ledger, plus any profit and minus any loss on your open Transactions or Financial Spread Bets, plus any credit limit, but not taking into account any balance on your Fixed Odds Ledger. If you have more than one Account, your Accounts, not including your Fixed Odds Ledger, will be aggregated for the purposes of ascertaining whether the Equity is positive or negative. For these purposes your Transactions and Financial Spread Bets will be priced at the price of the Spread, that is, the price at which they would be closed on our prevailing Spread at the time of pricing.
- (2) If you have more than one Account, all Accounts that you have (but not including your Fixed Odds Ledger(s)) will be aggregated for the purposes of calculating your Available Balance.
- (3) As the profits and/or losses on your open Sports Spread Bets, Financial Spread Bets and Transactions are likely to be in a state of constant fluctuation it is for you to monitor your Account(s) via the Website, the App and/or our telephone contact services if you wish to ensure that your Available Balance is a positive figure. You can prevent and/or rectify a negative Available Balance by (i) depositing additional cash into your Account and/or (ii) by closing one or more of your open Sports Spread Bets, Financial Spread Bets and Transactions, and/or (iii) if you are classified as a Professional Client, by placing stops on your Financial Spread Bets, so as to reduce the Notional Trading Requirement associated with them (please see Rule 25(3) for more).

Whether you choose to take these steps is a matter for your decision but we recommend that you should particularly consider taking one or more of these steps in times of market volatility or if you are going to be unable to monitor your Account for any period of time or to cover adverse movement overnight. In relation to adverse movement overnight, you should ensure that any funds that you deposit with us are cleared prior to the markets re-

opening. If you are unsure of the state of your Account you should telephone us and we will inform you of it.

- (4) If by opening a Transaction, Sports Spread Bet or (unless you are a Retail Client) a Financial Spread Bet you may have exceeded your Available Balance or any other limit applicable to your dealings with us, that fact will not affect the validity of the Transaction, Sports Spread Bet or Financial Spread Bet in question.

28. **Positive cash balances**

- (1) If there is a positive cash balance in your Trading Ledger, you may, subject to the other provisions of the Customer Agreement (including Rule 28(4) below), request a withdrawal at any time, either by accessing the relevant section of the Website or the App via the 'My Account' pages, or, by telephone.
- (2) You may request a cash withdrawal by one of the following methods depending upon the type of your Account: - bank transfer, direct credit, cheque (payable to you), or refund to a card previously used to make a payment. We do not undertake that we will be able to refund payment to any such card and an alternative method of payment may need to be used.
- (3) If we return a cash payment to you (or credit your Account with a cash payment) in error, we shall be entitled to rectify the error by reversing the payment on your Account. If the effect of reversing a mistaken payment is to leave a negative Available Balance (as defined in Rule 27), or that your Account is at or below the Close Out Level, we shall be entitled to take such steps as we would be entitled to take if these circumstances had arisen as a result of market movement in the ordinary course of trading.
- (4) We shall not be required to process a withdrawal if;
 - (a) you owe us any money; and/or
 - (b) you have a negative Available Balance (as defined in Rule 27); and/ or
 - (c) the making of the payment to you would leave your Account with a negative Available Balance (as defined in Rule 27); and/or
 - (d) the making of the payment to you would result in your Account reaching the Close Out Level; and/or
 - (e) we reasonably anticipate that the money you are asking for may be needed to cover future losses incurred on your Account; and/or
 - (f) we are required or entitled to withhold payment under any other Rule in the Customer Agreement, or under any relevant legislation, regulation or rule of law.

- (5) We may suspend withdrawals whilst we investigate Errors (as defined in Rule 5(1)) and where we have reasonable grounds to believe you have undertaken any Event of Default (as defined in Rule 7).

29. **Negative cash balances**

- (1) Negative cash balances on your Trading Ledger must be settled by cheque (payable to Spreadex Ltd and issued from an Account in your name), and/or by debit/credit card payment (either made by phone or online), and/or by direct debit, and/or by a bank transfer directly to Spreadex's bank account (at sort code 20 06 05 and account number 70370320, quoting your Account number as the payment reference).
- (2) If you do not have a credit limit, you must immediately upon the realisation of a negative cash balance settle the whole of your negative cash balance and we will be immediately entitled to charge interest on it pursuant to Rule 16(2).
- (3) If you have a credit limit and the negative cash balance is equal to or less than the credit limit, then you must settle the whole of your negative cash balance no later than 7 days after the date of the realisation of the negative cash balance, after which time we will be immediately entitled to charge interest on the whole of the negative cash balance pursuant to Rule 16(3).
- (4) If you have a credit limit and the negative cash balance is greater than your credit limit, you must immediately pay us the sum by which your negative balance exceeds your credit limit. We will be entitled to charge interest pursuant to Rule 16(3) on the whole of the unpaid negative balance for as long as the negative balance is greater than your credit limit. Once you have reduced the negative cash balance to a sum equal to or less than your credit limit, the residual negative cash balance must be settled by you within seven days, after which time we will be immediately entitled to charge interest on it pursuant to Rule 16(3).
- (5) We shall be entitled at our discretion to transfer funds between any Trading Ledger and Fixed Odds Ledger in your name, even if they are in different Account, in order to eliminate or reduce a negative Available Balance (as defined in Rule 27) or cash balance.
- (6) We shall at any time be entitled to set off any sum due from you to us against any sum due from us to you.

30. **The Close Out Level**

- (1) For Professional Clients, if your aggregate Available Balance (as defined in Rule 27), taking into account all Accounts held by you, is a negative figure, all of your Accounts will be treated as having reached the Close Out Level. For Retail Clients, if your aggregate Available Balance on all Accounts held by you on which you are able to place Financial Spread Bets or CFD trades is a negative figure, these Accounts will be treated as having

reached the Close Out Level.

- (2) If your Account has reached the Close Out Level, we shall immediately have the right, but not the obligation, to close out all or any of your open Spread Bets and Transactions, in whole or in part (whether they are winning or losing) at our prices (or, if none, at a price that is fair and reasonable), without giving you prior notice.
- (3) It is your responsibility to monitor your Account at all times. You should be aware that the profits and losses on open Spread Bets and Transactions will be constantly changing. You can monitor your Account online or over the telephone.
- (4) Where you maintain Transactions and/or Financial Spread Bets in a currency other than your Base Currency your Trading Ledger may reach the Close Out Level as a result of adverse currency fluctuations, notwithstanding that there has been no change in the value of the Instrument/Index on which the Transaction or Financial Spread Bet is based. See Rule 42(11) below.
- (5) You should not rely on us to close your open Financial Spread Bets and Transactions or any of them if your Account reaches the Close Out Level, and you will be liable for losses sustained after, as well as before, your Account reaches the Close Out Level.
- (6) You may control the risk of your Account reaching the Close Out Level by (i) depositing additional cash into your Trading Ledger and/or (ii) closing some of your open Financial Spread Bets and Transactions and/or (iii) if you are classified as a Professional Client, placing stops on some or all of your open Financial Spread Bets and Transactions. Whether you choose to take these steps is a matter for your decision but we recommend that you should particularly consider taking one or more of these steps in times of market volatility or if you are going to be unable to monitor your Account for any period of time or to cover adverse movement overnight. In relation to adverse movement overnight, you should ensure that any funds that you deposit with us are cleared prior to the markets re-opening.
- (7) We will not be treated as having failed to exercise our right under this Rule to close all of your open Financial Spread Bets and Transactions merely because there has been a delay in our closing any Financial Spread Bet or Transaction of yours that is more than four times' Exchange Market Size.
- (8) We may, but are not obliged to, give you notice (i) that your Account is in danger of reaching the Close Out Level and/or (ii) that your account has breached the Close Out Level and/or (iii) before taking any action under this Rule 30. You should not rely upon us to give you any such notice or infer from the fact that we have done it on any given occasion that we will do so again in future.
- (9) If your Account reaches the Close Out Level our right to close them under this Rule 30 will

apply to all of your Financial Spread Bets and Transactions that are open at that time, for as long as they remain open, whether or not your Account is at the Close Out Level at the time when we exercise our right.

- (10) If, in relation to any Financial Spread Bet or Transaction that we have the right to close under this Rule, we exercise our right to roll over under Rule 23, we will be entitled to close the new Spread Bet or Transaction, to which Rule 23 will also apply, and any Financial Spread Bet or Transaction resulting from any subsequent roll over made under that Rule.

31. **Credit limits**

- (1) You may apply for a credit limit for use in respect of Financial Spread Betting and Transactions. Alternatively you may operate your Account without any credit limit. A credit limit is in no sense a limitation on your potential liability to us.
- (2) A credit limit is a cash figure that we have notified you in writing and is taken into account in (in particular) ascertaining the Available Balance (as defined in Rule 27) on your Account and/or whether your Account has reached the Close Out Level. Please see Rule 29 for the implications of exceeding your credit limit.
- (3) If you apply for a credit limit, we will assess your application and let you know of our decision. We will undertake a credit check in doing so and take into account various factors (including your job and salary).
- (4) You may request for your credit limit to be changed at any time.
- (5) We reserve the right to reduce or withdraw any credit limit at any time if to do so is reasonably necessary to protect our position in response to or in anticipation of:
- (a) a change in your financial circumstances or our knowledge of them; and/or
 - (b) a change in the volatility and/or liquidity of any Index in respect of which you have open Financial Spread Bet or Transaction on your Account.
- (6) We reserve the right to remove or reduce your credit limit if no new Financial Spread Bet or Transaction has been opened on your Account for a period of ninety days.
- (7) If any open Financial Spread Bet or Transaction has continuously shown a loss for more than 90 days we will be entitled, irrespectively of the existence of any credit limit on the Account, to close the position and then reopen it at the same price. In this way, the loss on that position will be deducted from your Trading Ledger and become due for settlement in accordance with Rule 29.
- (8) We will give you notice of any reduction or withdrawal in your credit limit by email and/or by telephone. Any such reduction or withdrawal will take effect at 4pm on the next Business Day after your being deemed to have received notice of it under Rule 46.

32. **How we hold your funds**

- (1) Unless you agree otherwise with us, in writing, we will hold your money (including cash deposited, realised profit and unrealised profit) as trustee in a segregated bank account in accordance with the FCA Client Money Rules and subject to and in accordance with the Customer Agreement. We accept no responsibility for the solvency of any bank. To the extent that part or all of your money is lost by reason of the partial or complete failure of a bank, the loss will be borne by you, not us.
- (2) To minimise the potential impact of a bank default, the FCA's Client Money rules require us to diversify the client money we hold across a number of banks where this is practical. To allow us the widest possible choice of banks, we are allowed to place client money subject to a notice period of up to 95 days. This means that in the event of substantial withdrawals over a short period of time, we might not be able to disburse all client money immediately. In this circumstance, we may pay clients from Spreadex's own bank account or there may be a delay in paying you. However, we do monitor the maturity profile of our client money deposits to minimise this risk.
- (3) You should note that the FCA's Client Money Rules require Us to segregate Our clients' money from Our own money. They do not require Us to segregate the money of any individual client from the money of any other. Consequently, where we hold your money in accordance with the FCA's client money rules, it will be pooled with money belonging to Our other clients.
- (4) We will not pay interest to you on any money that we hold and by entering into the Customer Agreement you acknowledge that you are waiving any entitlement to interest on such money under the FCA Client Money Rules or otherwise. We may, however, receive interest on such amounts.
- (5) You agree that, in the event that there has been no movement on your Trading Ledger's balance (see Rule 26) for a period of at least six years (apart from adjustments in respect of charges, interest or other items that do not stem from Financial Spread Bets, Transactions or cash payments made by you to us) and we are unable to trace you despite having taken reasonable steps to do so, we may cease to treat your money as Client Money and release it from our client money bank account and pay it to charity in accordance with applicable laws and regulations.
- (6) If one or more of the banks, and/or one of our broking counterparties becomes subject to an insolvency procedure including but not limited to liquidation, receivership, administrative receivership or a procedure analogous to any of these, we may experience delay in obtaining payment from them of money due to us. If this happens, we will be entitled to delay making any payment to you for as long as it takes to obtain any payment from either of them, provided that the sum, payment of which to us is delayed, is not less

than £500,000. However, our right to delay payment will expire twelve months from the time when we would otherwise have first become liable to make the payment to you.

33. Transferring funds between your Trading Ledger and Fixed Odds Ledger

- (1) You may ask us to transfer money between your Fixed Odds Ledger (if you have one) and your Trading Ledger. If we agree to your request, we will adjust your ledger balances immediately. However, the transfer will not clear until the following Business Day. You will not benefit from any change of regulatory protections until your money has cleared. For example, if you transfer money from your Fixed Odds Ledger to your Trading Ledger, you will not be covered by the Financial Services Compensation Scheme until the following day.

34. Your promises to us, market abuse and unlawful conduct

- (1) You promise to us that:
 - (a) the information provided to us in your application for an Account is true and accurate in all respects and to update us if this changes;
 - (b) you are duly authorised to enter into the Customer Agreement, to enter into each Financial Spread Bet or Transaction and to perform your obligations set out in the Customer Agreement;
 - (c) you are not prohibited from entering into any Financial Spread Bet or Transaction by any term of your contract of employment or any rule of a sport governing body or other professional body of which you are a member, which applies to you;
 - (d) you will enter into the Customer Agreement and each Financial Spread Bet or Transaction as principal;
 - (e) any person representing you in opening or closing a Financial Spread Bet or Transaction will have been, and (if you are a company) the person entering into the Customer Agreement on your behalf is, duly authorised to do so on your behalf;
 - (f) execution, delivery and performance of the Customer Agreement and each Financial Spread Bet or Transaction will not violate any law, ordinance, charter, by-law or rule applicable to you or to the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
 - (g) other than in exceptional circumstances, you will not send funds to your Account with us from, or request that funds be sent from your Account to, a bank Account other than that identified in your application for an Account or as otherwise agreed by us. Whether exceptional circumstances exist will be determined by us from time to time; and

- (h) you are not subject to the obligations in the EMIR Regulation on OTC Derivatives, Central Counterparties and Trade Repositories, unless you notify us to the contrary.
 - (i) where we have provided you with Key Information Documents (“**KIDs**”) relating to a Financial Spread Bet or Transaction as required under the regulation on KIDs for packaged retail investment products, you agree to us providing you with such KIDs on our website (you may request a paper copy of any KIDs on our website) and that you have read the relevant KIDs; and
 - (j) you are not subject to the obligations in the EMIR Regulation on OTC Derivatives, Central Counterparties and Trade Repositories, unless you notify us to the contrary.
- (2) We frequently hedge our liability to clients by opening analogous positions with other institutions. The result of our doing this is that when you open a Financial Spread Bet or Transaction in relation to a financial instrument with us the Financial Spread Bet or Transaction can through our hedging exert a distorting influence on the underlying market for that financial instrument, in addition to the impact that it might have on our own prices. This could amount to market abuse or other unlawful activities. You therefore promise to us on entry into the Customer Agreement and each time you open or close a Financial Spread Bet or Transaction, that:
- (a) you will not place and have not placed a Financial Spread Bet or Transaction with us in connection with (i) a placing, issue, distribution or other analogous event; or (ii) an offer, take-over, merger or other analogous event in which you or an associate of yours is involved or otherwise interested or in relation to which you are in possession of inside information (being information relating to an issuer of financial instruments which is of a precise nature, has not been made public and which if made public would be likely to have a significant effect on the price of those financial instruments or related derivatives);
 - (b) you will not place and have not placed a Financial Spread Bet or Transaction that contravenes any law, regulation or rule, including in respect of market abuse, insider trading, unlawful disclosure of inside information (being information relating to an issuer of financial instruments which is of a precise nature, has not been made public and which if made public would be likely to have a significant effect on the price of those financial instruments or related derivatives) and market manipulation. For the purposes of this clause you agree that we may proceed on the basis that when you open or close a Financial Spread Bet or Transaction with us in relation to a share or other financial instrument you may be treated as dealing in securities within the meaning of Part V of the Criminal Justice Act 1993; and

- (c) in accordance with The Takeover Panel Guidelines, you will report declarable interests during a bid period. Please contact the Takeover Panel if unsure of your responsibilities in this regard.
- (3) In the event that you place any Financial Spread Bet or Transaction in breach of the promises given above, or we have grounds for suspecting that you have done so, we may at our absolute discretion and without being under any obligation to do so or to inform you of our reason for doing so, close that Financial Spread Bet or Transaction and any other Financial Spread Bets and Transactions that you may have open at the time and also at our absolute discretion we may:- (i) enforce the Financial Spread Bet(s) or Transaction(s) against you if it is a Transaction or Transactions under which you have lost money to us; or (ii) treat all your Financial Spread Bets and Transactions closed under this Rule as void if they are Financial Spread Bets or Transactions under which you have won money from us or we would otherwise be obliged to pay money to you, unless and until you produce conclusive evidence that you have in fact not committed the breach of warranty and/ or misrepresentation the suspicion of which was the ground for closing your Financial Spread Bet or Transaction. For the avoidance of doubt if you do not produce such evidence within the period of six months all such Financial Spread Bets and Transactions will be finally null and void as between us.
- (4) Any misrepresentation made by you under this Rule 34 and/or breach by you of the promises given by virtue of this Rule will be an Event of Default.
- (5) We will not transfer voting rights relating to an underlying share to you or otherwise allow you to influence the exercise of voting rights held by us or on our behalf.

35. **Force Majeure Events**

- (1) Any failure by us to perform our obligations under the Customer Agreement as a result of an Event Beyond Our Control will not be a breach of the Customer Agreement by us. An **"Event Beyond Our Control"** means any cause beyond our reasonable control and includes, but is not limited to the following:
 - (a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that prevents us from maintaining an orderly market in one or more of the Indices/ markets in respect of which we ordinarily accept Financial Spread Bets or Transactions;
 - (b) the suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual rules on the trading in any such market or on any such event;

- (c) the occurrence of an excessive movement in the level of any of our Indices or Instruments and/or any corresponding market or our anticipation (acting reasonably) of the occurrence of such a movement; and
- (d) the failure of any relevant supplier, broker, agent or principal of ours, exchange, clearing house or regulatory or self-regulatory organisation, for any reason to perform its obligations.

36. **Queries, complaints and disputes**

- (1) We have an Internal Complaint Handling Procedure, a copy of which is available on the Website and will be made available to you on request.
- (2) If you have a query or complaint regarding a statement or confirmation or any Financial Spread Bet or Transaction, you should contact us and speak to the relevant trading room. All other queries/ complaints should be directed to the Customer Service Department.
- (3) In order for us to process any queries or complaints, you will need to provide us with accurate details regarding the query or complaint.
- (4) Once the Internal Complaint Handling Procedure has been exhausted in respect of any complaint relating to a Financial Spread Bet or Transaction, should you remain dissatisfied you then have the right to refer the matter if you so wish to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR and we shall be bound by their ruling. Any client who was not a Retail Client at the relevant time, does not have the right to refer complaints to the Financial Ombudsman Service (FOS).
- (5) You are under a general obligation to mitigate any losses that you suffer under the Customer Agreement. We are also under a general obligation to mitigate any losses that we suffer under the Customer Agreement.
- (6) We are covered by the Financial Services Compensation Scheme. If you are an eligible claimant under the rules of the FCA, your Account is protected by the Financial Services Compensation Scheme (FSCS). Professional clients may not be eligible claimants under the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered up to the first £85,000. Further information about compensation arrangements is available from the FSCS.
- (7) Without prejudice to any of our other rights to close a Financial Spread Bet or Transaction under the Customer Agreement, in any case where we are in dispute with you over a Financial Spread Bet or Transaction or alleged Financial Spread Bet or Transaction, or any communication or Account Management Order relating to a Financial Spread Bet or Transaction, we may close any Financial Spread Bet or Transaction or alleged Financial

Spread Bet or Transaction to which the dispute relates, and any such closure shall be valid and affective as though made by agreement with you under Rule 19 above. If the dispute relates to an Account Management Order we may cancel the relevant Account Management Order.

37. Account information

- (1) We shall endeavour to keep any information relating to you and your Account confidential unless we are required to disclose this by law or to meet any regulatory obligation - in which case we reserve the right to disclose such details as may be relevant to such third parties as we may be advised.

38. Cheques

- (1) In the event that you give us a cheque that is payable at a later date, you acknowledge and agree that we may treat that cheque as security for any realised losses that arise on your Account after the date of your cheque. We shall duly apply your cheque against any such margin call, whether or not your cheque is sufficient to cover the full total realised losses, and any surplus balance will be on your Trading Ledger. If your cheque is insufficient to cover the total realised losses you will remain liable to pay the balance of the realised losses outstanding.

39. No Spread Bets or Transactions to be opened or closed by telephone message

- (1) Under no circumstances will we accept any Financial Spread Bet or Transaction from you simply by virtue of your having left a message on our automated telephone message taking service. You should not assume that you have opened or that we have accepted such a Financial Spread Bet or Transaction unless and until we have contacted you subsequently during open office hours and specifically confirmed it in the manner of any other bet placed over the telephone.

40. Death of client

- (1) On receipt of a certified copy of a death certificate, a deceased client's Account will be closed with a cheque being issued for any credit balance (payable to the deceased estate's executors) or a claim being made on the estate for payment of any debit balance. All open positions will be closed at our prevailing price at the time of receipt of a certified copy of the death certificate.

41. Amendments to the Customer Agreement and our services

- (1) We may make changes to the terms of the Customer Agreement from time to time (including where required to do so to comply with applicable laws and regulations, and to reflect changes in the services we provide). We will notify you of any material changes in advance by email.

- (2) All amended versions of the Customer Agreement will be published on the Website and the App with a statement specifying the date when they will become effective (an **“Effective Date”**).
- (3) Your continued use of the Website, the App and/or our telephone betting services following the Effective Date will be deemed to constitute your acceptance of such changes. If you do not agree to any changes that we make to the Customer Agreement, you should stop using the Website, the App and our telephone betting services.
- (4) We may alter our minimum stake sizes and Spreads at any time without notice to you, but such change will not affect a Bet that has already been opened by you.
- (5) We may suspend, modify, and/or remove (in whole or in part) the services that we provide at our reasonable discretion from time to time. If the relevant change would constitute a material change which is to your detriment, we will try to give you prior notice wherever possible, however some amendments to our services may be required to be made with immediate effect and without notice (for example, for security reasons).

42. **Telephone Betting**

- (1) We will only accept telephone bets on our nominated trading telephone lines.
- (2) By completing and submitting an application for an Account you agree to the recording of all conversations with us. We may use these for training purposes and/or as evidence in the event of any dispute between us.

43. **Currency**

- (1) Unless we agree otherwise, all business between us will be conducted in pounds sterling.
- (2) Your Account may be designated at the Account opening stage to be operated in Euros or US dollars, in which case all components of an Account designated in this way will operate in that currency. Such components will include but not be limited to: Trading Ledger, credit limit, profit and loss on open Financial Spread Bets and Transactions, credit rating allowance on Financial Spread Bets and Transactions; Fixed Odds Ledger.
- (3) Regardless of the currency of any given Account, we may at our discretion accept payments in sterling, Euros, US dollars or any other currency, as long as any cheques are drawn on a branch of a Bank based in the UK.
- (4) Payments to an Account that are made in a currency different from the Account’s designated currency will be converted to the designated currency of that Account at the mid-point of our spot market (which is based on an amalgamation of rates provided by a number of different banks) plus a prevailing fee. You will be required to accept the proposed conversion amount.

- (5) Where you hold more than one Account and the Accounts are operated in a mixture of currencies, all relevant components of all such Accounts (including, without limit, those components referred to in Rule 43(1) above) will be converted to sterling at the mid-point of our spot market which is based on an amalgamation of rates provided by a number of different banks:
- (a) for the purposes of ascertaining and/or giving you notice of any matter relating to the Available Balance (as defined in Rule 27) and/or the Close Out Level, including the questions whether the former is negative and whether your Accounts have reached the latter; and/or
 - (b) for the purpose of making a statutory demand or bringing any claim or counterclaim against you in any legal proceedings; and/or
 - (c) for any other purpose for which it is reasonable for us to convert all or any such components to a single currency.
- (6) Some Transactions will result in profit/loss being accrued in a currency other than your Base Currency. The Market Information Sheets specify the currencies in which various Transactions are denominated, or alternatively such information is available from our dealers on request. Your Account will, by default, be set to immediate conversion. This means that following a non-Base Currency Transaction being closed, rolled over or expiring, the profits or losses from that Transaction will be automatically converted to your Base Currency and posted to your account in that Base Currency. We will also by default automatically convert any non-Base Currency adjustments or charges (for example Interest or dividend adjustments) to your Base Currency, before such adjustments/charges are booked on your Account.
- (7) We may agree that instead of automatically converting non-Base Currency amounts before we post them to your Account, such amounts will be posted on your account in the relevant non-Base Currency and we will conduct recurring balance sweeps (for example on a daily, weekly or monthly basis) that will convert all non-Base Currency balances standing on your account to your Base Currency. Depending on your account type, some of these sweep frequencies might not be available to you.
- (8) If you have an Account type that allows you to do so (and subject to our agreement), you may elect to opt out of both immediate conversion (as set out in Rule 43(6)) and recurring balance sweeps (as set out in Rule 43(7)). When we consider it reasonably necessary, or when requested by you, we may convert balances (including negative balances) and/or money standing to your credit in a non-Base Currency into your Base Currency.
- (9) All conversions made in accordance with this Rule 43 will be converted at the mid-point of our spot market which is based on an amalgamation of rates provided by a number of different banks.

- (10) If you transfer funds between two different Accounts which do not have the same Base Currency then we will charge an exchange rate which will contain an element of commission for us. You will be required to accept the proposed conversion amount.
- (11) Where you maintain Transactions in a currency other than your Base Currency and/or where you elect to opt out of immediate conversion under Rule 43(8), you are exposing yourself to cross-currency risk. You acknowledge and agree that it is your responsibility to manage this risk and we are not liable for any losses that you suffer as a result.
- (12) We reserve the right to change the way in which we manage and/or convert your non-Base Currency balances at any time in the future in accordance with Rule 41. By way of example only, we may notify you that all non-Base Currency amounts on your account will be immediately converted as set out in Rule 43(6), or we may notify you that the frequency for your recurring balance sweep is changing to become more or less frequent.

44. **Your personal data**

- (1) Please read our Privacy Policy carefully before registering, which sets out how we may use your personal data.

45. **Agents, powers of attorney and commissions**

- (1) You will be responsible for any and all activity undertaken through your Account (whether authorised by you or not).
- (2) If you permit someone else to act on your behalf, whether or not you identify that person to us, you will be responsible for their actions and any and all activity they may undertake through your Account, and we will not be liable to them unless we have agreed otherwise with you and them in writing.
- (3) If you permit someone to act on your behalf, you must ensure that they comply with the terms of the Customer Agreement. You will be responsible for all acts and/or omissions of that person and we may bring a claim against you for anything they do in breach of the Customer agreement as if it was you that breached the Customer Agreement.
- (4) If we agree with you to transact business on your Account with a person other than you who holds a power of attorney, and there is a limit to the attorney's authority to trade on your Account, and the attorney transacts in a manner that is in excess of his authority, you agree that you will still be liable for any losses arising from the transaction as though the attorney had acted in accordance with your express actual authority, unless we have been informed of the limit to the attorney's authority and have undertaken in writing not to engage in any transaction that exceeds it.
- (5) We may pay a commission to any person who has introduced your business to us, including to any attorney appointed by you ("Third Party Commissions"). Any such Third

Party Commission will be based on the volume and/or outcome of business placed on the Account. You consent to the payment of all such Third Party Commissions and acknowledge that you may on request obtain details from us of the manner in which all such Third Party Commissions are calculated in respect of your Account, before any trades are placed to the Account and at any time thereafter.

46. Communications between you and us

- (1) Any offer to open or close a Financial Spread Bet or Transaction or to place, cancel or amend an Account Management Order, must be made by you, or on your behalf, orally by telephone; or via the trading platform on the Website or the App; or in such other manner as we may specify from time to time. Other offers to do these things, including requests sent by email or text message, will not be accepted save at our absolute discretion and we will not be liable for any loss caused by delay in our accepting such an offer.
- (2) You should inform us promptly of any update to the postal and/or email address and/or telephone number provided on registration.
- (3) You agree that we may communicate with you regarding your Account from time to time by email, telephone, text message, post, Twitter, through the Website, the App and by any other commonly used means of communication. You agree that we may record our telephone conversations with you. Such recordings will be our sole property and you accept that they will constitute evidence of the communications made.
- (4) Without prejudice to Rule 46(3) above, if you provide us with an email address, we will be entitled to give you notice of any matter and/or document by email and/or by posting notices on the Website or App.
- (5) A communication (including any notice given under Rule 46(4) above) that has been sent or made available to you will for all purposes be deemed to have been received by you as follows:
 - (a) if sent by second class post to the address last notified by you to us, on two Business Days after being deposited in the post;
 - (b) if delivered by us to the address last notified by you to us, immediately on being deposited at such address;
 - (c) if made to you personally by telephone, upon making it;
 - (d) if made by leaving a message on a telephone answering machine or service on a number given to us by you, upon leaving the message;
 - (e) if sent by text, as soon as we have transmitted it to any of the mobile or telephone numbers last notified by you to us;

- (f) if posted on the Website or App, from the moment when we posted them; and
- (g) if sent by email, one minute after we have transmitted it to the email address last notified by you to us.

47. **Conflicts of interest**

- (1) We have a policy on conflicts of interest which sets out information regarding measures we have in place to manage our conflicts, where these may affect the impartiality of our service. A summary of this policy is available [here](#).

48. **Miscellaneous**

- (1) Our rights and remedies under the Customer Agreement are cumulative, and our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under the Customer Agreement will not amount to a waiver or bar to enforcement of that right.
- (2) We may assign the benefit of the Customer Agreement to a third party, in whole or in part, subject to the approval of the FCA and provided it will not detrimentally affect the service we provide to you. Such assignment will come into effect 10 Business Days following the day you are deemed to have received notice of the assignment in accordance with Rule 46. You agree that you will not assign the benefit of the Customer Agreement, whether in whole or in part, to any third party without our prior written consent.
- (3) You acknowledge and agree that the copyrights, trade marks, database and other property or rights in any information distributed to or received by you from us (including, but not limited to, our prices), together with the contents of the Website and the App, brochures and other material connected with both our Financial Spread Bet and Transaction services and in any database that contains or constitutes such information, will remain our sole and exclusive property or any third party identified as being the owner of such rights.
- (4) You agree that you will not permit or facilitate, and will take steps to prevent, any sale, dissemination, re-distribution or re-publication of the information referred to in Rule 48(3) to any third party.
- (5) All times quoted in this Customer Agreement and in all communications from us to you are UK times unless otherwise is expressly specified.
- (6) Where we are required under any relevant legislation or regulation to report transactions with you to the FCA or otherwise, you will need to obtain and provide us with a valid Legal Entity Identifier (LEI), your national insurance number or such other information as we may require to determine your national client identifier, before you can place instructions via our platform or by telephone.

49. **What law applies and where you can bring a legal claim**

- (1) This Customer Agreement is governed by, and interpreted in accordance with, the laws of England and Wales. The courts of England and Wales will have the exclusive right to settle any disputes that may arise in relation to the Agreement, meaning that if you wish to bring a claim against us you must do so through those courts. However, if you reside elsewhere in the European Union, you still have the benefit of any applicable rights under the laws of, and the right to bring an action before the courts of, your country of habitual residence.
- (2) Legal proceedings may be served on you by being delivered to the address provided by you when you opened your Account or to any new address subsequently notified to us, including delivery by email to an email address.

50. **Glossary of terms**

“Account(s)”: means, as applicable, any Betting Account(s) or CFD Account(s) that you hold.

“Account Management Order(s)”: Has the meaning given in Rule 21(2).

“App”: Has the meaning given in the introduction to these Terms and Conditions.

“Available Balance”: Has the meaning given in Rule 27.

“Base Currency”: The currency in which your CFD Account is operated.

“Betting Account”: Has the meaning given in the introduction to these Terms and Conditions.

“Business Day”: Any day other than Saturday, Sunday or a bank holiday in England and Wales.

“Borrowing Charge”: A charge made to you in respect of a Financial Spread Bet or Transaction that is a short position on a share.

“Casino Bet”: A bet placed in relation to one of our online casino games and **“Casino Betting”** is the act of placing such bets.

“CFD”: A contract for differences that is not a Sports Spread Bet or a Financial Spread Bet and is held on your CFD Account.

CFD Account: Has the meaning given in the introduction to these Terms and Conditions.

“Close Out Level”: when your Available Balance is a negative figure.

“Commission”: A fee charged by for opening or closing a Transaction.

“Customer Agreement”: Has the meaning given in the introduction to these Terms and Conditions.

“Exchange Market Size”: For Transactions, a number of shares that are traded on a London exchange, that is treated as financially equivalent to the exchange market size in transactions of the underlying share as defined in the rules of the London Stock Exchange. For Financial Spread Betting, a value of stake, in relation to a Financial Spread Bet on the price of a share that is traded on a London exchange, that is treated as financially equivalent to the exchange market size in transactions of the underlying share as defined in the rules of the London Stock Exchange. For these purposes the Exchange Market Size of the Spread Bet will be the exchange market size of the share divided by 100, expressed as £ per point. For example, if exchange market size in relation to transactions in shares in Jones PLC is 1,000, Exchange Market Size in relation to a Spread Bet on Jones PLC will be £10 per point.

“Expiry Date”: The date on which the Index for a Financial Spread Bet or Transaction comes to an end because the underlying contract to which the Index relates has come to an end. An open Spread Bet or Transaction will be closed on the Expiry Date for the relevant Index.

“FCA”: The Financial Conduct Authority

“Financial Spread Bet”: A Spread Bet on an Index whose fluctuations are determined by movements in an underlying financial market (for example prices of shares, share indices, commodities, precious metals, foreign exchange or options) and **“Financial Spread Betting”** is the act of opening such Spread Bets.

“Fixed Odds Bet”: A bet on fixed odds terms and **“Fixed Odds Betting”** is the act of placing such bets.

“Fixed Odds Bet Receipt”: A message fed to you through the trading platform on the Website or the App that confirms that a Fixed Odds Bet has been accepted by us.

“Fixed Odds Ledger”: A ledger in which we record details of cash profits and losses on your Fixed Odds Bets and Casino Bets, together with cash deposited for the purposes of Fixed Odds Bets and Casino Bets.

“Funding”: Charges incurred in accordance with Rule 23, as set out in the Market Information Sheets.

“Index”: Any fluctuating factor agreed between you and us to be the basis of a Spread Bet.

“Instrument”: Any stock, share, futures contract, forward or option contract, commodity, precious metal. Exchange rates, interest rate, debt instrument, stock or other index, or other investment in respect of which we offer to deal in Transactions.

“Initial Margin”: Has the meaning given in Rule 25.

“Key Information Documents”: Also referred to “KIDs”. Documents listed on our website giving key information about investment products, required by law to help you understand the nature, risks, costs, potential gains and losses of a product.

“NTR” or “Notional Trading Requirement”: Has the meaning given in Rule 25.

“Professional Client”: A person who is classified as an Elective Professional Client or a Per Se Professional Client under FCA rules, as further detailed in Rule 10.

“Retail Client”: A person who is classified as a retail client under FCA rules, as further detailed in Rule 10.

“Roll over, roll, rolled over, rolled”: The procedure whereby, on the Expiry Date, a Financial Spread Bet or Transaction is closed and subject to our agreement a new Spread Bet or Transaction is opened at the price of the new contract period. See Rule 23.

“Sports Spread Bet”: A Spread Bet on an Index whose fluctuations are determined by outcomes at a sporting event (for example a football match, rugby match, cricket match, horse race) and **“Sports Spread Betting”** is the act of opening such Spread Bets.

“Spread”: The difference between the buying and selling price for a particular product at any given time.

“Spread Bet”: A contract for differences that is defined by section 412 of the Financial Services and Markets Act 2000 and is held on your Account. Spread Bets are priced by reference to a specified sum agreed to be gained and lost by reference to movements in an underlying Index and may be “long” or “short”. All Spread Bets are either Sporting Spread Bets or Financial Spread Bets.

“Stock Call Back”: The circumstance where a lender of stock to us that we have used to hedge a short Spread Bet or Transaction of yours calls the stock back, with the result that our hedge comes to an end.

“Supplementary Terms”: Has the meaning given in the introduction to these Terms and Conditions.

“Terms and Conditions”: Has the meaning given in the introduction to these Terms and Conditions.

“Trade Confirmation”: A message fed to you through the trading platform on the Website or the App that confirms the opening or closing of a Financial Spread Bet.

“Trading Ledger”: Any cash ledger in which we record the profits and losses on your trading of Sports Spread Bets, Casino Bets, Financial Spread Bets and/or CFDs, together with cash deposited for the purposes of such trading, and payments out to you.

“Trading Hours”: The hours of the day when Financial Spread Bets and Transactions may, subject to this Agreement, be opened or closed in relation to an Index. Normally these will correspond to the hours when the underlying market is open and will therefore vary according to the Index or Instrument being traded and change when the hours of the underlying market change. You should ensure that you are aware of the Trading Hours for the Index or Instrument in respect of which you wish to place a Financial Spread Bet or Transaction prior to that Financial Spread Bet or Transaction being opened. An indication of our Trading Hours is given in the Market Information Sheets but it is only an indication and our Trading Hours are liable to change.

“Transaction”: A future, option, contract for differences, spot or forward contract of any kind in relation to any Instrument (including a security) or any combination of Instruments.

“Waived NTR”: A sum of NTR that we are prepared to forgo that is notified to you in writing. Waived NTR may be withdrawn at any time.

“Website”: Has the meaning given in the introduction to these Terms and Conditions.

SPREADEX LIMITED

SPREAD BETTING RISK WARNING NOTICE

Spreadex Limited is authorised and regulated by the Financial Conduct Authority, hereafter known as FCA.

This notice is provided to you, as you are proposing to undertake dealings in financial instruments in the form of Spread Bets and CFDs. This notice cannot and does not disclose or explain all the risks and other significant aspects involved in dealing in Spread Betting and CFDs and is only a summary of some important aspects. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. Spread Bets and CFDs carry a high risk to your capital. They differ markedly from the more common form of fixed odds betting, where your potential losses are pre-determined in advance, and you should not engage in this form of betting unless you understand the nature of the transaction you are entering into and the true extent of your exposure to the risk of loss. The amount that you may win or lose will vary according to the extent of the fluctuations in the price of the underlying markets on which the bet is based. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position, as well as your investment objectives. This product is unsuitable for many members of the public, and in deciding whether to participate in this form of betting you should be aware of the following points:-

1. The high degree of 'gearing' or 'leverage' (these terms refer to the fact that Spread Betting and CFDs allow you to buy (or sell) a financial product with substantially less money than the actual full market value of that financial product), is a particular feature of this type of transaction. This stems from the initial financial requirements applicable to such bets which generally involve a comparatively modest deposit or margin in terms of the overall market value of the bet involved, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on your Spread Bet and CFD. If the underlying market movement is in your favour, you may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of your entire deposit, but may also expose you to a large additional loss over and above your initial deposit.

If you deal on a credit basis, which may cover or partly cover the initial margin deposit requirements, the extent of your agreed credit facility does not limit your loss or financial liability. As a consequence the amount of capital which you are prepared to place at risk should be sufficient to cover not only your credit limit but also additional losses that may be incurred in relation to your Spread Bet or CFD Transaction.

2. Spread Bets and CFD Transactions will not be undertaken on a recognised or designated investment exchange and, accordingly, they may expose you to greater risks than exchange transactions.

The betting/transaction structure and betting/transaction rules will be established solely by Spreadex pursuant to FCA Conduct of Business rules. For example, if you wish to close a Spread

Bet or CFD earlier than the time at which it would otherwise automatically expire you will have to close it at Spreadex's quotation which will be less favourable to you than the price of the underlying market. When the underlying market is closed Spreadex's quotation can be influenced by the weight of other clients buying or selling any Spread Bet or CFD that you open with Spreadex you will also have to close with Spreadex.

3. Spreadex will trade with you under a Financial Spread Betting and CFD Customer Agreement and related sub-agreements. You should make sure that you have read this and are happy with its terms before you open any Spread Bets or CFDs with Spreadex. Spreadex will have the right to amend the terms on which it trades with you, on notice to you, as set out in the Financial Spread Betting and CFD Customer Agreement.

Spreadex will also be bound by the rules in the Conduct of Business Sourcebook of the FCA but a breach of these rules will not render any transaction between you and Spreadex void or unenforceable.

4. Prior to placing any Spread Bets or CFD transactions, you should review on the Spreadex website details of all transaction or other charges for which you will be liable.

5. As a result of section 412 of the Financial Services and Markets Act 2000, the Spread Bets and CFDs in this case are enforceable and Spreadex may be sued by you (if you win) and may sue you (if you lose).

6. A guaranteed stop loss order on a Spread Bet or CFD transaction limits the extent of your liability for loss in the transaction to an amount agreed by you prior to entering into such transaction, but you may sustain such loss in a relatively short time. You should take particular note of this aspect as specified in the terms and conditions of Spreadex. You are likely to incur additional costs in this type of transaction and you should obtain from Spreadex an explanation of these, if they are applicable. Such additional costs may take the form of a specific additional charge, or could be a 'hidden cost' because the prices or spread on which these bets are based differ from those applicable to other bets which do not have limited liability. You should note that unless a stop loss order is expressly agreed by Spreadex to be guaranteed, it will not be guaranteed and if the Index moves against you suddenly or outside our Trading Hours the open Spread Bet to which it relates could be closed at a much worse price than the one specified in the stop loss order.

7. Spreadex is prohibited under FCA requirements from providing you with investment advice relating to investments or possible transactions in investments or from making investment recommendations of any kind. This prohibition does not apply to the giving of factual market information or information, in relation to a transaction about which you have enquired, as to transaction procedures, potential risks involved and how those risks may be minimised.

8. Spreadex is required to hold the money of Retail Clients (but not Professional Clients) in a segregated trust account in accordance with the regulations of the FCA, but this may not afford complete protection.

9. If you have reason to believe that Spreadex is not acting in accordance with representations that it has made to you, the terms of its agreement/s with you or the rules of the FCA, you should report it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800. Please read the Financial Spread Betting and CFD Customer Agreement carefully. It will govern your trading relationship with Spreadex Limited in relation to the trading of CFDs or Financial Spread Betting. It will not apply to Spread Betting in respect of sports, Fixed Odds Betting and other forms of gambling, which will be governed by separate terms set out in a Spread Betting and Fixed Odds Customer Agreement.

The Financial Spread Betting and CFD Terms and Conditions which this Risk Warning Notice follows, incorporate the Risk Warning Notice, Market Information Sheets and Order Execution Policy (together, the "Supplementary Terms"). You should read the Financial Spread Betting and CFD Terms and Conditions and the Supplementary Terms carefully.