

## **TERMS OF BUSINESS**

**1.** Atlantic Capital Markets is Authorised and Regulated by the Financial Conduct Authority (the FCA), whose Contact Address is: The Financial Conduct Authority. 12 Endeavour Square, London E20 1JN

We may provide you with the following services:

**a)** Arranging deals and other intermediary services in relation to Contracts for Difference.

**b)** Investment advice on an ancillary basis to the above.

**2.** A trading account has been opened for you with ETX Capital, Floor 6, 26 Finsbury Square, London, EC2A 1DS United Kingdom. ETX Capital will deal for you as principal on an execution-only basis without obligation to advise on the merits of any transaction. ETX Capital provides best execution to its customers. A copy of its best execution policy is available from our Head Office. ETX Capital is Authorised & Regulated by the Financial Conduct Authority.

**3.** Commission will be deducted from your account by ETX Capital Limited on trading activity, a proportion of which is rebated to Atlantic Capital Markets Limited. In addition certain other charges, such as financing, dividends and other costs may be payable on your account and will be deducted by ETX Capital . For details of these charges please refer to the account opening documentation issued by ETX Capital .

**4.** With reference to the information provided to Atlantic Capital Markets Limited by yourself prior to opening your account we have classified you as a Retail customer (as defined by the FCA Handbook COBS 3.4.1). You may request classification as an elective professional under FCA Rule COBS3.5.3 if you have the relevant expertise, experience and knowledge. If you wish to request reclassification please advise Atlantic Capital Markets Limited in writing. You must be aware that if you become an elective professional customer you will lose certain protections and investor compensation rights.

**5.** The nature of this agreement and your relationship with Atlantic Capital Markets is on an advisory basis which means that, although you may seek advice from Atlantic Capital Markets and/or Atlantic Capital Markets may offer advice to you in connection with an investment transaction, you have the final decision in relation to the execution of every investment transaction and responsibility for the

funding of your account at ETX Capital. Consequently, you should make every effort to ensure that you are fully satisfied that you understand the advice given to you in relation to every investment transaction as, unless you indicate otherwise, Atlantic Capital Markets will be entitled to assume that you do. You accept that when Atlantic Capital Markets provides advisory services it will be under the following conditions:

- (a)** Atlantic Capital Markets will provide you with advisory services. This may include recommendations to open positions. In the event that Atlantic Capital Markets recommends opening positions, we will monitor and provide advice on closing of those positions.
- (b)** When Atlantic Capital Markets provides information regarding the markets, recommendations or advisory services, we give no warranty, guarantee or representation as to the completeness or accuracy of the information, recommendations or advisory services or to the tax consequences of transactions or investments. Unless Atlantic Capital Markets specifically consents otherwise through written communication from you, you agree and acknowledge that (i) the advice offered by Atlantic Capital Markets is purely incidental to your trading association with Atlantic Capital Markets and offered exclusively to allow you to construct your own decisions regarding your trading and investments; and (ii) due to individual differences in the analysis of technical and/or fundamental factors by different personnel, the advice, information or recommendations provided to other clients may vary from advice, information or recommendations provided to you by Atlantic Capital Markets.
- (c)** Atlantic Capital Markets will not, at any time, be required or be seen to be required to offer tax advice to clients. Atlantic Capital Markets will not provide advice with regard to tax issues. Any tax treatment is dependent on the individual and liable to change.
- (d)** We can accept instructions from you either in person, by letter, email, fax or telephone. These instructions will be acknowledged either in person, by letter, email, fax or telephone. Communications will be in English unless otherwise stated.

**6.** Published recommendations and research reports may be provided to you by Atlantic Capital Markets, as well as advertisements and other publications. When any document provided to you carries restrictions with regard to the individuals or category of individuals for whom such a document is intended or to whom it may be disseminated, you hereby concur that you shall not distribute such a document to any such individual or category of individuals. Atlantic Capital Markets

may have acted upon the document or information contained within it before distribution of the material. No representations are made by Atlantic Capital Markets as to the time you receive information, recommendations or research reports and Atlantic Capital Markets makes no guarantees that such information, recommendations or research reports will be received by you at the same time as our other clients.

**7.** Your prior authorisation is required for all trading activity on your account. A Limited Power of Attorney is required in order for us to transmit your instructions to ETX Capital. Notwithstanding any Terms in the Power of Attorney, Atlantic Capital Markets Limited has no authority or responsibility over your funds held at any time on account at ETX Capital. You are responsible for ensuring that your account is adequately funded at all times and Atlantic Capital Markets Limited cannot withdraw or deposit funds into/from your account.

**8.** You will receive trading confirmations and statements directly from ETX Capital.

**9.** Your money will be held on account by ETX Capital as notified by them to you.

**10.** We will act as your agent in relation to ETX Capital. Atlantic Capital Markets Limited and ETX Capital are separate companies and are not affiliated to each other in any way. Our advice and opinions are given without the consultation, knowledge or approval of ETX Capital.

**11.** We confirm that you have requested and authorised us to contact you at any time, whether by telephone, e mail or other means, concerning your account and that you have consented to our recording of telephone conversations between you and ourselves. You have also agreed that we may use the personal data supplied by you in order to provide services to you as detailed above.

**12.** Your attention is drawn to the Risk Warning notice contained in the Atlantic Capital Markets guide to contracts for difference and/or our website. You understand that Contracts for Difference are liable to sudden and large changes in value, and that you may lose more than you originally deposited as margin and that you may also have to pay more later. The value of Contracts for Difference denominated in a foreign currency may go up or down according to changes in exchange

rates. Past performance is not a guide to future results.

**13.** We are covered by the Financial Services Compensation Scheme. In the event that we were to face liquidation and cannot meet our obligations, retail customers may be entitled to compensation from the scheme. Information regarding the conditions governing compensation and the formalities which must be completed to obtain compensation can be obtained on request.

**14.** Atlantic Capital Markets Limited is obliged by the Financial Conduct Authority to have in place procedures for ensuring the prompt and fair treatment of any complaints. A copy of our complaints procedure is available on request from our Head Office. Complaints should be directed to: The Compliance Officer at Atlantic Capital Markets Limited, 2, Penstraze Business Centre, Truro, Cornwall TR4 8PN.

**15.** Atlantic Capital Markets Limited is obliged by the Financial Conduct Authority to have in place a conflicts of interest policy appropriate to the size of the organisation. Atlantic Capital Markets Limited's conflicts of interest policy prohibits employees from trading CFDs or shares on their own account. Employees are not allowed to accept or give any inducements that could influence their activities. In addition the conflicts of interest policy prohibits the aggregation of client accounts. Full details of Atlantic Capital Markets Limited's conflicts of interest policy is available on request from our Head Office.

**16.** We shall not be liable to you for the loss or corruption of any communication, or for any mistakes or delays in communication, nor for the unavailability or malfunctioning of any electronic communication system.

**17.** English law shall govern the business relations between you and ourselves, and any dispute shall be submitted to the jurisdiction of the English courts.

**18.** This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully before signing. If you do not understand any point then please ask for further information

**19.** The information you provide us will be used to carry out our services. The information you give us may be passed on to third parties, such as ETX Capital for the sole purpose of carrying out the services. Our regulator (The Financial Conduct Authority) and our compliance consultants (who help us to ensure that in your interests we abide by the Financial Services and Markets Act 2000 and other regulations) and our auditors. Whilst you are a client we shall hold information about you on computer and/or paper files which is subject to the Data Protection Act 1998 and which we shall keep for at least 6 years. You have the right to inspect the data we hold, both manual and electronic. By signing this terms of business letter you will be consenting to us processing this information. We may from time to time contact you about additional products and services.

**20.** You may ask us not to contact you about additional services and products by writing to us at:

Atlantic Capital Markets Limited, Penstraze Business Centre, Truro, Cornwall TR4 8PN

The undersigned represents that this is an individual or sole proprietorship account and no one else has an interest in this account.

**Name of Customer:**

**Signature of Customer:**

**Date: day of 20**

Authorised and regulated by the Financial Conduct Authority FCA number: 764562

Registered office: Atlantic Capital Markets Limited, 2 Penstraze Business Centre, Truro, Cornwall  
TR4 8PN