

## Individual Application Form

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One Financial Markets (DIFC) Ltd is a company registered in the Dubai International Financial Centre at Index Tower, Level 10, Office 1008, PO Box 507147, Dubai, United Arab Emirates. One Financial Markets (DIFC) Ltd is regulated by the Dubai Financial Services Authority.

One Financial Markets is the trading name of C B Financial Services Ltd, a company registered in England with company number 6050593.

C B Financial Services Ltd is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with foreign FSP number 45784).

## IMPORTANT INFORMATION

One Financial Markets (DIFC) Ltd (“OFM UAE”) is a company registered in the DIFC with company number C2355 and is regulated by the Dubai Financial Services Authority in the DIFC. OFM UAE is a wholly owned subsidiary of C B Financial Services (Jersey) Ltd, (“CBFS”) a holding company and also sole shareholder of C B Financial Services Ltd, a company which operates under the trading name of One Financial Markets.

One Financial Markets is a company registered in England with company number 6050593, which is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with FSP number 45784) (“OFM UK”).

By completing this application form you are applying for a financial trading account with OFM UK and, if approved, you will be introduced to OFM UK by OFM UAE.

To assist in the prevention of terrorism funding and money laundering activities, both OFM UAE and OFM UK are required to obtain, verify, process and record certain personal data which identifies each person who aims to open an account.

## WHAT DOCUMENTS WILL I NEED TO SUBMIT?

- A copy of your valid passport, national ID card or photocard driving licence;
- A copy of a recently dated (within 4 months) utility bill or bank statement (that shows your residential address not just a P.O. Box);

Documents should be clear, in colour and copies of both the front and back of any card should be provided.

In certain cases, we may require additional information to verify your source of income such as payslips or bank statements. If certified copies are required copies should be certified as “true to the original” (or similar) by a lawyer, notary public, embassy or by an OFM UAE employee. Certification should be legible, dated and signed and contact details for the person issuing the certification should be included on the document.

## HOW WILL THE INFORMATION I PROVIDE BE USED?

We consider the protection of your personal data to be an important priority. Our privacy policy and practices are designed to support this objective.

We want our clients to understand what information we collect and how we use it.

We collect non-public personal information about you from the following sources:

- Information we receive from you in this application form;
- Information about your transactions with us and our affiliates; and
- Information from data-reporting agencies.

We do not sell or rent client information. Personal non-public information of current, former or prospective clients is not disclosed to any third party except as prescribed by law or as described hereunder.

Third party disclosures may be made to carry out support services for your account or to facilitate transactions with One Financial Markets and any of its affiliates.

Third parties that are given personal non-public information are required to maintain the confidentiality of such information to the extent they receive it and to use the information only in the course of providing support services for your account. We may also disclose personal non-public information to third parties with your expressed consent.

We restrict access to your non-public personal information to those employees who need to know that information to provide products or services to you.

We will carry out preliminary Know Your Client and Anti Money Laundering / Anti Terrorism Financing due diligence and carry out an appropriateness review to assess if you have the relevant experience, understanding and financial resources in order to approve the account with OFM UK.

## CLIENT PORTAL

The portal is an easy to use personal account management tool where you are able to deposit, transfer or withdraw funds, open additional trading accounts, manage your personal details and more.

## PERSONAL DETAILS

Please ensure you state your name exactly as it appears on your passport or other photo ID document.

Title:	<input type="text"/>	Gender:	<input type="checkbox"/> M	<input type="checkbox"/> F
First name:	<input type="text"/>			
Middle name(s):	<input type="text"/>			
Surname:	<input type="text"/>			
Date of birth (dd/mm/yyyy):	<input type="text"/>	Nationality:	<input type="text"/>	
Email address:	<input type="text"/>			
Passport/ID card number:	<input type="text"/>			

## ADDRESS DETAILS

House/flat name or number:	<input type="text"/>			
Street name:	<input type="text"/>			
Town:	<input type="text"/>			
City:	<input type="text"/>			
Postcode:	<input type="text"/>	Country:	<input type="text"/>	
Mobile telephone:	<input type="text"/>	Landline telephone:	<input type="text"/>	

If your mailing address is not the same as your postal address please complete the details below:

PO Box number:	<input type="text"/>			
City:	<input type="text"/>			
Country:	<input type="text"/>			

## EMPLOYMENT & FINANCIAL INFORMATION

We request details about your financial situation as part of our regulatory duty to assess that the proposed account is suitable for you and we do not pass any of this information to any third party.

Employment status: (please tick one)

Employed:

Industry:

Company name:

Position held:

Self employed:

Industry:

Company name:

Retired:

Previous industry:

Position held:

Student:

Educational institution:

Unemployed

Approximate annual income (from all sources) (USD or equivalent):

Approximate value of savings and investments excluding private residence (USD or equivalent):

Approximate value of funds available for trading per annum (USD or equivalent):

Please indicate the source(s) of your funds for trading: (please tick all that apply)

Employment/self employment  Temporary or part time employment  Inheritance  Family/partner income

Savings  Pension  Property income  Investments  Benefits or borrowing

Other (please specify):

Expected initial deposit (USD or equivalent):

## POLITICALLY EXPOSED PERSON (PEP)

A Politically Exposed Person is an individual who is or has at any time been entrusted with **prominent public functions** and an **immediate family member**, or known **close associate of such a person**.

A - Prominent public functions include:

- Heads of State, heads of government, ministers and deputy or assistant ministers;
- Members of parliaments;
- Members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances;
- Members of courts of auditors or of the boards of central banks;
- Ambassadors, chargés d'affaires and high-ranking officers in the armed forces; and
- Members of the administrative, management or supervisory boards of State-owned enterprises.

Please note that the categories above do not include middle-ranking or more junior officials.

B - (immediate family members of such persons as set out under part A are also Politically Exposed Persons, this includes:)

- A spouse;
- A partner (including a person who is considered by his national law as equivalent to a spouse);
- Children and their spouses or partners; and parents.

**(Close associates of such persons as set out under part A are also Politically Exposed Persons, this includes:)**

- Any individual who is known to have joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations, with a person as stated in part A; and
- Any individual who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit of a person as stated in part A.

Please tick to confirm:

I have read and understood the definition provided and can confirm I am NOT a politically exposed person

I have read and understood the definition provided and can confirm I am a politically exposed person

## PREVIOUS TRADING EXPERIENCE

Have you traded CFDs or margined FX using a demo account:  Yes  No

What, if any, products have you traded in a live environment (where you made the final trade decision) in the last 12 months?

	Never	Rarely (less than once a month)	Sometimes (at least 3 times a month)	Often (at least 10 times a month)
Foreign Exchange (spot, forward or bullion)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Futures, CFDs or Spreadbets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shares or Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## MARKET KNOWLEDGE & AWARENESS

Do you have any current/ former employment, professional experience or qualifications which would assist your understanding of CFDs and FX and the risks of trading leveraged products?

- Yes, I have worked for at least 2 years in a directly relevant role within the financial services industry
- Yes, I have a good understanding of the risks of leveraged products as I have attended educational seminar(s) or completed other professional training relating to CFDs and/or FX trading
- Yes, I hold a diploma or higher level academic qualification in a relevant field
- No, I do not have any relevant current or previous employment or qualifications

Do you understand the nature and risk of trading margined/leveraged products?  Yes  No

Do you understand that you can lose more than your initial deposit or margin payment?  Yes  No

Are you aware that you must maintain a minimum level of margin in your account to cover any margin requirements?  Yes  No

Do you understand that we are your counterparty and that your positions are not taken with an exchange?  Yes  No

Do you understand that volatile market conditions may impact our ability to generate prices or to execute your orders?  Yes  No

## FATCA - THE FOREIGN ACCOUNT TAX COMPLIANCE ACT

FATCA is a US law that means overseas financial institutions must collect information on US tax residents using foreign accounts.

Are you a citizen of the United States of America?  Yes  No

Tax identification number (if applicable):

## ACCOUNT INFORMATION

What account type do you require?  Standard  ECN

Please select your account currency:  USD  EUR  GBP

Will any other person trade on your behalf?  Yes  No

If yes, please confirm name:

How did you hear about us?

- Magazine (please specify)  Seminar  Online Ad  Search Engine (please specify)
- Friend (please specify)  Newspaper  Other (please specify)  Introducer (please specify)

Please specify:

What are your investment objectives?  Speculation  Hedge against other investments

## DECLARATIONS

By submitting this application form I confirm that:  
(please tick to confirm)

- I hereby declare that it is my intention to open an account with One Financial Markets on my own behalf and not on behalf of a third party. All funds to be deposited in the account are my own funds, and I will be the sole and final beneficial owner of the account.
- I have read, understood and accept in full the terms of the OFM UAE Introducing Brokerage Agreement and Risk Disclosure Notice.
- I have read, understood and accept in full the OFM UK Client Agreement (including Terms and Conditions, Order Execution Policy and Risk Warning Notice).
- I have access to the internet and consent to One Financial Markets providing me with information about changes to the Client Agreement and/or Order Execution Policy by posting such information on the Company website [www.onefinancialmarkets.com](http://www.onefinancialmarkets.com)
- I understand that CFDs and margined FX are leveraged products and am sure they are suitable for me; I have been advised of my ability to seek independent financial advice.
- I am over 18 and confirm that the information represented here is true and accurate and not misleading in any respect. I agree to inform One Financial Markets promptly in writing should any of the information provided here cease to be correct.

Signature:.....

Full name:..... Date:.....

# IBA TERMS AND CONDITIONS

## 1. Introduction

1.1 One Financial Markets (DIFC) Ltd. (“OFMD”) is a company registered in the Dubai International Financial Centre (“DIFC”), in the United Arab Emirates, under company registration number C2355 and is regulated by the Dubai Financial Services Authority under a category four financial services license.

1.2 OFMD is a wholly owned subsidiary of C B Financial Services (Jersey) Ltd, (CBFS) a holding company and also sole shareholder of C B Financial Services Ltd, a company which operates under the trading name of One Financial Markets.

1.3 C B Financial Services Ltd t/a One Financial Markets is a company registered in England with company number 6050593, which is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with foreign FSP number 45784).

1.4 OFMD undertakes the business of arranging deals in investments for its Clients as set out in this Introducing Brokerage Agreement (“IBA”) exclusively by assisting its Clients in the application for a financial trading account with One Financial Markets and, if approved by One Financial Markets, providing technical support and assistance with the use of the One Financial Markets trading platforms.

1.5 The terms which will govern the relationship between you and One Financial Markets include:

- (i) the Terms and Conditions;
- (ii) the Risk Warning Notice;
- (iii) the Best Execution Policy;
- (iv) the application form; and
- (v) other specific terms and conditions relating to your trading activity as provided on the One Financial Markets website; collectively “Agreement”.

1.6 This IBA will come into effect when we receive your correctly completed application form and identification documents, and is subject to you providing OFMD with information requested at its absolute discretion, to enable OFMD to satisfy any and all obligations it may have under the legislation and regulations applicable in the DIFC for the prevention of money laundering, terrorist financing and other financial crimes. OFMD may be obliged to terminate this IBA if information requested to satisfy these obligations is not submitted or is insufficient.

1.7 This IBA is entered into to ensure compliance with the applicable legislation in DIFC and regulation set out by the Dubai Financial Services Authority (DFSA), for Clients of OFMD.

1.8 By signing this IBA, you warrant that you are acting on your own behalf and not on behalf of any third party.

## 2. Introducing Broker

2.1 OFMD is acting as distributor on behalf of One Financial Markets and seeks to enable clients to open financial trading accounts with One Financial Markets. OFMD only provides general information, technical support and assistance on the filing of account opening documents relating to the financial trading accounts offered by One Financial Markets to its clients. OFMD does not offer any trading accounts or execution services itself.

2.2 The Client enters into this IBA with the intention of having OFMD introduce the Client to One Financial Markets for the purpose of opening a financial trading account with One Financial Markets and if approved as a client by One Financial Markets, to provide ongoing technical support and assistance with the One Financial Markets trading platforms.

## 3. Instructions or orders

OFMD will not take or pass on any order instructions to One Financial Markets from its Clients. Clients can only give order instruction directly to One Financial Markets by using the means agreed between One Financial Markets and the client.

## 4. Investment Advice

4.1 OFMD may assist the Client in its investment activities by, upon request by the Client, supplying the Client with research and other information including details of investment opportunities, currency prices, business news, etc. Such information will be based on sources deemed reliable by OFMD but will not be prepared specifically for the Client. OFMD does not and will not provide investment advice or make any other investment recommendations based on the specific situation of any particular Client.

4.2 The Client is aware that investments of the type to be invested in, with or through, One Financial Markets involve risks. The Client expressly declares to have sufficient experience and understanding of the foreign exchange and contracts for difference markets, products and transactions to properly assess those risks. Where the Client does not fully understand a particular product or transaction, the Client should seek independent professional advice before purchasing such product or entering into such transaction. For the avoidance of doubt, OFMD will not provide such advice to Clients.



4.3 Other than as set out in paragraphs 4.1 and 4.2 above, OFMD does not and will not recommend specific financial products or services and will not give personalised investment advice. Therefore, OFMD will not (other than as described in section 5 below) consider suitability when providing a Client with market research or other information.

## 5. Suitability

5.1 OFMD will use the information provided by the Client to carry out a suitability assessment. Depending on the assessment, OFMD will refer the Client to One Financial Markets to open a trading account offered by One Financial Markets. OFMD will assist the Client in the completion of the corresponding account opening documentation under the One Financial Markets Agreement, as mentioned under 1.5 above, and will formally introduce the Client to One Financial Markets.

5.2 An introduction by OFMD does not automatically guarantee that One Financial Markets will accept the Client even if the Client is deemed suitable to open a trading account by OFMD.

5.3 The Client is aware that she/he must bear the economic risk of her/his investments and hereby represents and warrants that she/he has read, understood and signed the Retail Foreign Exchange Risk Disclosure attached to this IBA.

## 6. Client Classification

6.1 OFMD will treat its Clients as Retail Clients, granting Clients the higher degree of protection owed to a Retail Client under the DFSA rules and regulations.

6.3 The Client represents and warrants that all information that the Client has provided to OFMD in connection with this IBA, and the documents which are part of the One Financial Markets Agreement, is true and correct and no such information furnished (or to be furnished) by the Client contains (or will contain) any untrue statement. The Client undertakes to inform OFMD within [15] fifteen natural days of any material change to such information.

## 7. Fees and Charges

7.1 OFMD will not charge the Client directly for its services. However, OFMD will receive fees and commissions from One Financial Markets as remuneration for introducing the Client to One Financial Markets and continuous customer support after One Financial Markets has accepted her/him as their client.

7.2 Details of any fees and expenses charged by One Financial Markets for its services may be found in the agreements between the Client and One Financial Markets. The Client may access One Financial Markets' updated fees and costs on One Financial Markets' website: <http://www.onefinancialmarkets.com/>.

7.3 The Client is aware that OFMD will receive a commission from One Financial Markets based on the number of accounts introduced by OFMD to One Financial Markets and the amount of the investments made by Clients introduced by OFMD to One Financial Markets and the trading volumes generated from such Clients and possibly other criteria.

## 8. Conflict of Interest Policy

8.1 OFMD has a conflict of interest policy which is designed to ensure that potential conflicts of interest are identified and are dealt with in an appropriate manner.

8.2 A copy of OFMD's conflict of interest policy is available to the Client upon request.

## 9. Client Complaints

9.1 The Client may lodge a complaint at any time by calling OFMD's customer support desk at +971 4 453 1200 or in writing by postal delivery to our office address for the attention of: Customer Support Desk; or by email to our compliance team at: [compliance@ofmarkets.com](mailto:compliance@ofmarkets.com).

9.2 OFMD's complaints handling procedure aims to treat a client's complaint quickly, efficiently and to the client's reasonable satisfaction.

9.3 The Client may request a copy of OFMD's complaints handling procedure at any time by calling the number listed above or by written request to the email address listed above. This will be provided by OFMD free of charge.

## 10. Information and Communication Authorisation

10.1 OFMD hereby notifies the Client and the Client's affiliates, agents, officers and employees that, in the course of providing its services, OFMD may process information about the Client, officers and employees of the Client and the Client's affiliates and agents which may constitute personal data (including sensitive personal data) under the DIFC Data Protection Law 2007 (Data Protection Law) or under other applicable data protection laws (Personal Data). The Client undertakes to notify OFMD of any relevant changes to such Personal Data.

10.2 The Personal Data may be shared, for the purposes described below, with OFMD’s affiliates and service providers and the service providers of OFMD’s affiliates in any country in which OFMD or such affiliates or service providers conduct business. This may include some countries that do not provide the same statutory protection for Personal Data as applies under the Data Protection Law or under other data protection laws that apply to OFMD.

10.3 The Personal Data may be processed for purposes including: administering the relationship and related services; compliance with any requirement of law or regulation; and the prevention of crimes and malpractice. The Personal Data may be disclosed by OFMD and its affiliates and service providers and the service providers of its affiliates if permitted or compelled by applicable law, or in response to court orders, requests from regulators or requests from government or law enforcement agencies.

10.4 Individuals about whom OFMD processes Personal Data may request a copy of the Personal Data held in relation to them by OFMD. If any Personal Data is found to be wrong, the individual concerned has the right to ask OFMD to amend, update or delete it, as appropriate.

10.5 OFMD may contact the Client and its employees by mail, e-mail, SMS, telephone and any other electronic means to provide information on products and services that OFMD believes will be of interest, unless OFMD receives an objection to receiving such information. Anyone who does not wish to receive such communications should contact their usual contact at OFMD.

10.4 The Client hereby acknowledges and expressly agrees that upon One Financial Markets accepting the Client as a One Financial Markets client, online access to the Client’s trading documents and to other data maintained by One Financial Markets will be granted to OFMD and certain of these documents and other data may be kept as electronic or physical copy by OFMD. The Client expressly acknowledges, understands and agrees that such data may be accessed in accordance with the Data Protection Law and other laws and regulations governing OFMD and its operations.

**11. Telephone Recording**

The Client hereby acknowledges and expressly agrees that OFMD may record telephone discussions with the Client or any third parties including representatives of the Client and that such recording will be kept by, and will be the sole property of, OFMD. Such records may also be made available to regulatory authorities, if requested and may also be used by OFMD and One Financial Markets in case of a legal dispute. The Client undertakes to make all reasonable efforts to inform every person who may use the Client’s telephone system or who may contact OFMD on the Client’s behalf that such telephone conversations may be recorded.

**12. Disclosure of Client-related data**

The Client hereby acknowledges and expressly agrees that all Personal Data related to the Client held by OFMD may be disclosed to the DFSA upon request and to other authorities when required by applicable laws, regulations or court order.

**13. Amendments and Termination of this IBA**

13.1 OFMD reserves the right to amend this IBA at any time. The Client shall be advised of such amendments, and they shall be deemed to have been approved by the Client if OFMD does not receive an objection to the proposed amendments within 30 calendar days of the notification.

13.2 The relationship between OFMD and the Client under this IBA may be terminated without penalty by either party giving written notice to the other party of such termination.

**14. Applicable Law and Place of Jurisdiction**

This IBA is governed by and shall be construed in accordance with the laws of the DIFC and the Client hereby expressly submits to the exclusive jurisdiction of the DIFC courts.

I acknowledge that I have read the above terms and conditions and agree to become a Client of OFMD.

Signature:.....

Full name:..... Date:.....

## RETAIL FOREIGN EXCHANGE RISK DISCLOSURE

This disclosure is a necessary addition to your Introducing Brokerage Agreement (“IBA”) with One Financial Markets (DIFC) Ltd. (“OFMD”) in relation to introducing you to C B Financial Services Ltd, a company registered in England with company number 6050593, which is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with foreign FSP number 45784) operating under the trading name One Financial Markets and should be acknowledged and signed by you.

This disclosure is not intended to include all risks associated with the products and services to be provided to you by One Financial Markets. The products and services to be provided to you by One Financial Markets are detailed in your client agreement with One Financial Markets. In addition to your IBA with OFMD and your client agreement with One Financial Markets, OFMD should also provide you with this disclosure to outline the associated risks related to Foreign Exchange (FX) trading.

**Significant Loss Potential and no guarantees:** You should be aware that the risk of loss can be substantial when transacting in FX. You should carefully consider whether such transactions are suitable for you and only risk an amount of money you can afford to lose. You should also note that the funds or property you post as your initial deposit and the FX positions you hold with One Financial Markets are not guaranteed. One Financial Markets may use these deposits against losses generated by your transactions. You are personally responsible for all losses resulting from these positions and in some cases you may lose more than you deposited.

You should also be aware of the following:

**Margin Trading:** in the context of FX, involves posting funds or property in the form of a margin deposit to your FX trading account. This margin deposit allows you to trade more than the deposit you have posted. This is known as leverage. Any leverage you utilise will amplify your losses and you may rapidly lose all the funds or property you deposited as margin. In these instances One Financial Markets may seek to recover these losses in an appropriate forum, such as a court of law.

**Stop loss limits** are set to limit your losses. However, during times of significant market volatility, limited liquidity, failure of electronic or telecommunications systems, or force majeure it may not be possible to give effect to Stop Loss Limits at the requested price. Stop losses are not guaranteed and you will remain liable for all losses.

**Inherent Conflicts:** One Financial Markets is the counterparty to all of your FX transactions. When you sell, One Financial Markets will be the buyer. When you buy, One Financial Markets will be the seller. When you lose money on a transaction, One Financial Markets may make money on the same transaction in addition to fees and commissions it may charge you. The prices offered to you by One Financial Markets may not necessarily be the best prices available and may differ from prices offered to other clients of One Financial Markets.

**Electronic trading platforms**, no matter how convenient or efficient, do not remove the risks associated with FX transactions.

**Un-regulated activities:** An electronic trading platform for retail FX transactions is not an exchange. It does not connect to or route orders to an exchange. It is simply an electronic connection for communicating with One Financial Markets. This trading platform may not be regulated by a financial services regulator. So how you and One Financial Markets use the platform is governed only by your contract with One Financial Markets.

*Furthermore FX services that you receive may be provided by another company, in another country, connected to One Financial Markets. Activities conducted in those countries are not regulated by the DFSA. You should seek information from One Financial Markets about which financial services regulator is responsible for regulating each of the products and services One Financial Markets provides to you before you commit any funds.*

This brief risk disclosure **does not disclose all risks** associated with FX transactions. You should carefully consider the amount of money you can afford to lose, before you commit funds for trading purposes. If you are not sure that you understand a particular product, instrument or transaction, you should first seek appropriate professional advice before entering into the product, instrument or transaction.

The following table is provided to you by One Financial Markets. The table shows the number of non-discretionary retail accounts (that is, accounts that are similar to the one that you may have) maintained by One Financial Markets.

<b>Quarter</b>	<b>Total Clients</b>	<b>Profitable Clients</b>	<b>Percentage Profitable</b>
Most recent quarter (October - December 2016)			
Q3 (July - September 2016)			
Q2 (April – June 2016)			
Q1 (January - March 2016)			

Regulatory approval received 19th March 2017

Past performance is not a reliable indicator of future results.

**I acknowledge that I have received and read the disclosure above.**

Signature:.....

Full name:..... Date:.....



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# RISK WARNING NOTICE

## 1 Introduction

- 1.1 This Risk Warning Notice is provided to you by One Financial Markets (referred to herein as “we”, “us” or “our”) to help you understand the nature and risks of margined transactions.
- 1.2 The notice is supplemental to, and shall form part of, your Agreement with us. If there is any inconsistency between these terms and the remainder of the Agreement these terms shall prevail.
- 1.3 Contracts for Difference (CFDs), margined FX and spread bets are leveraged products which carry a high degree of risk to your capital and may result in you losing more than your initial deposit. Trading these products may not be suitable for all investors and you should fully understand the risks involved before opening an account with us.

## 2 Risk Warning Notice

- 2.1 This notice is provided to you as a Retail Client in compliance with rules of the FCA. This notice cannot disclose all the risks and other significant aspects of derivative products such as CFDs, margined FX and spread bets. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in the light of your circumstances and financial position.
- 2.2 We will review the information provided in your application form to assess your trading knowledge and experience and will inform you if, as a result of our assessment, we consider that our products may not be appropriate for you.
- 2.2 Although derivative instruments can be utilised for the management of investment risk, some of these products are unsuitable for many investors. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points:

## 3 Effect of Gearing and Leverage

- 3.1 CFDs, margined FX and spread bets are leveraged products and traded on ‘margin’. This means that you can take a larger trade (‘position’) in the market without having to deposit the full contract value. This can lead to large losses as well as gains. All our products are traded on margin.
- 3.2 Trading a leveraged product also means that a relatively small market movement can lead to a proportionately larger movement in the value of your investment, and this can work against you as well as for you. It is therefore important that you consider the size of your position as well as monitor your trades at all times.

## 4 Effect of Volatility

We offer a range of underlying instruments and some have wide daily ranges and volatile price movements. Volatility can lead to slippage (or “gapping”) which is when the underlying price moves suddenly from one level to another. There may not always be an opportunity for you to place an order between the two price levels, or for our platform to execute a pending order at a price between those two levels.

## 5 Off Exchange Transactions

- 5.1 CFDs, spread bets and margined FX are off exchange (‘over the counter’ or ‘OTC’) derivative transactions. This means you enter into trades directly with us and also that those positions can only be closed with us. While some off exchange markets are highly liquid, transactions in OTC derivatives may involve greater risk than investing in on exchange derivatives because there is no exchange market on which to close out an open position. It may be impossible to liquidate an existing position, to assess the value of a position or to assess the exposure to risk. Bid prices and offer prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.
- 5.2 In addition, trading our products does not entitle you to any right to the underlying instruments.

**6 Foreign Markets**

Foreign markets will involve different risks from the UK markets. In some cases the risks will be greater, for example where those foreign markets have greater or more rapid market fluctuations or when those markets are less liquid. This can impair our ability to quote prices. In addition, the potential for profit or loss from transactions on foreign markets or foreign denominated contracts will be effected by fluctuations in foreign exchange rates.

**7 Contingent Liability Investment Transactions**

- 7.1 Contingent liability investment transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately.
- 7.2 If you trade in CFDs, margined FX or spread bets you may sustain a total loss of the money (margin) you deposit to open and maintain a position. If the market moves against you, you may need to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit.

**8 Commissions and charges**

Before you begin to trade, you should understand any commissions and other charges for which you will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), you should make sure you understand what such charges are likely to mean in specific monetary terms.

**9 Suspensions Of Trading**

Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

**10 Clearing House Protections**

On many exchanges, the performance of a transaction by us (or third party with whom we are dealing on your behalf) is guaranteed by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the customer, and may not protect you if we or another party defaults on its obligations to you. On request, we must explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments, which are not traded under the rules of a recognised or designated investment exchange.

**11 Insolvency**

Unless otherwise agreed in writing, we will hold your money in a client bank account separate from our own funds but this may not provide complete protection for example if the bank becomes insolvent.

**12 Tax**

We do not offer tax advice. The tax treatment of your trading activities depends on your individual circumstances and may be subject to change in future.

**I acknowledge that I have read, understood and accept in full the above Risk Warning Notice.**

Signature:.....

Full name:..... Date:.....



# TERMS AND CONDITIONS

## 1. Introduction

- 1.1 One Financial Markets is the trading name of C B Financial Services Ltd (CBFS) (referred to herein as “we”, “us” or “our”). We are authorised and regulated by the Financial Conduct Authority of the UK (the FCA) whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS. Our firm reference number on the FCA register is 466201. We are also subject to the Financial Ombudsman Service; further details of which are set out in section 13 below. Our registered office address is 20 Savile Row, London, W1S 3PR, UK.
- 1.2 This document contains the terms and conditions under which we will provide our services to you. The terms which govern the relationship between you and One Financial Markets include:
- (i) these Terms and Conditions;
  - (ii) the Risk Warning Notice;
  - (iii) the Order Execution Policy;
  - (iv) the application form; and
  - (v) other specific terms and conditions relating to your trading activity as provided on our website;
- collectively “Agreement”.
- 1.3 The Agreement will come into effect when we receive your correctly completed application form and identification documents.
- 1.4 **Classification**  
Unless we agree otherwise, we will classify you as a Retail Client for the purpose of the FCA rules. This classification provides you with the highest level of protection available to you under those rules. You have the right to request a different classification but if we agree to this request you will lose the protection of certain FCA rules. In certain circumstances we may wish to re-classify you, but if we do so we will explain clearly the effect this will have on your rights.
- 1.5 We are entering into this Agreement on the basis that your investment objectives are to maximise capital growth. No warranty or undertaking is given by us that your investment objectives will be achieved.

## 2. Our Services

- 2.1 We may buy and sell investments on your behalf but do not have any discretion to do so without your prior consent. We will not provide you with any investment advice of any nature. We will execute transactions on your behalf solely on the basis that we will not provide you with any advice whatsoever on the merits of the transaction or its suitability for you. You agree that we are not required to explain any risks that may arise because of a particular transaction and that the execution of any order on your behalf does not in any way imply any approval or recommendation by us of that transaction.
- 2.2 We will act as principal to all transactions and we will provide best execution as required by FCA rules.
- 2.3 We will execute your orders in accordance with our Order Execution Policy which is available on our website or on request. Our Order Execution Policy will be deemed to be incorporated into this Agreement and you will be deemed to consent to it when you deal with us.
- 2.4 We are a market maker and may quote prices at which we are prepared to deal with our clients; such prices may or may not replicate the prices quoted and traded upon by other companies and/or their customers. As a client of ours you hereby accept that the prices quoted by other companies may not be relied upon by you in respect of your account with us and that we reserve the right to decline any quote or refuse to be bound to any contract, including those arising from any manipulation of the quoting mechanism or our services generally, notwithstanding our undertaking to provide a clear and fair service to you at all times.
- 2.5 You understand and accept that the bid/offer spreads displayed in any brochures, website or promotional materials are indicative and that our spreads are variable and may fluctuate from time to time. You further understand and accept that there is no limit to how wide spreads may be and that spreads quoted on the closing of a trade may differ to spreads quoted on the opening of that trade.
- 2.6 We shall not be obliged to quote in a market that is closed or in which we may reasonably decline quoting due to abnormal market conditions and we reserve the right to limit the size of transaction in any quote at our absolute discretion.



- 2.7 Statements will be emailed to you on days in which the account has been active. You shall be responsible for checking your statements and shall advise us no later than within three (3) business days of any items which you dispute. We shall, except in the event that the statement is manifestly incorrect, consider that the statement and its contents are conclusive unless and until we have received any notification to the contrary from you within the specified time limitations.
- 2.8 We shall provide services and facilities to you which will enable you to manage your account. Responsibility for the management of your trading positions will be your own and we may not be held liable for any failure on your part to make appropriate arrangements to conduct your account effectively. In the event that your open positions require the addition of further margin and you do not make appropriate arrangements your positions may be closed in accordance with our Liquidation Procedures which is available on our website or on request.
- 2.9 You understand and accept that the nature of the services provided to you carry a high degree of risk and that your financial liability to us may exceed the amount of any funds deposited in your account at the time you opened any loss-making trade(s) or any credit or other limit placed on your account.
- 2.10 Where your account goes into overdraft, you will provide additional funds to bring the account back into credit. Where we permit you to open more than one trading account, we reserve the right to require you to transfer any available funds in one account as may be required to offset any overdraft in your other account.
- 2.11 We may deal on your behalf in the following investments:
- (a) Contracts for Difference
  - (b) Rolling Spot Foreign Exchange
  - (c) Spread Bets
- 2.12 We may deal for you in circumstances in which the relevant deal or the underlying instrument of the relevant deal is not regulated by the rules of any stock exchange or investment exchange.
- 2.13 Execution venues  
Unless stated to the contrary at the time of trading, we provide products and services to you which are off-exchange transactions ('OTC contracts') and deal with you as set out in paragraph 3.2.
- 2.14 We may hedge your trades either through OTC contracts or exchange traded contracts. In all cases, since we are not a member of any exchange, those contracts will be traded against their market counterparties who in turn may trade directly against the exchange(s).
- 2.15 Where you ask for a quote in an exchange traded instrument (e.g. financial futures) you will be advised from which exchange and by which counterparty the price for that instrument is being received. The main exchanges from which such prices may be quoted are:
- CBOT, CME, COMMEX, EUREX, EURONEXT, HFE, LIFFE, ICE, MIL, MFM, MSE, NYMEX, ICE, NYSE, OML, OBX, OSE, SFE & TSE

### **3. Commission and Charges**

- 3.1 Any commission charges applied to your account will be advised to you before entering into any contract under this Agreement. This will also be itemised separately on your account statement. Commission rates will be those prevailing at the time commissions are charged and may be changed from time to time.
- 3.2 In the event commission is charged, when you close an open position, you will incur a commission payable at the rate as confirmed previously to you.
- 3.3 We will provide you with details of the total price to be paid by you in connection with a transaction including all related fees, commissions, charges and expenses payable via ourselves, or if an exact price cannot be indicated, the basis for the calculation of the total price.
- 3.4 If any part of the total price is to be paid in or represents an amount in a currency which is not the base currency of your trading account, you will be provided with an indication of the currency involved and the applicable currency conversion rates and costs. This will be the current market rates at the time of the trade.
- 3.5 You will be advised of any other costs relating to the transaction that may arise that are not paid through or imposed by us.

- 3.6 We may rebate to third parties all or part of the commissions that are charged to you and undertake to provide you with further details on request. We may also have arrangements for spread-based rebates to third party introducing agents and undertake to provide you with further details on request.

#### 4. **Material Interests and Conflicts of Interest**

- 4.1 We, or another company or person associated with us, may from time to time have a material interest concerning an investment in which we deal on your behalf. Our employees or associates are nevertheless required to treat you fairly in relation to such conflicts of interest or material interest. We may act notwithstanding any such interest provided we disclose our interest to you. If you object to us acting for you where we have a material interest or conflict of interest you should notify the Compliance Officer in writing at [compliance@ofmarkets.com](mailto:compliance@ofmarkets.com). Unless so notified, we will assume that you do not object to us acting in this way.
- 4.2 You agree that we are not required to make any prior specific disclosure to you if we match your transaction with that of another customer or if we deal as principal for our own account with you.
- 4.3 **Conflicts of Interest Policy**  
We have a Conflicts of Interest Policy which details how the firm will handle any conflicts of interest in its dealings with you as a client, details of which are available on our website or by request.

#### 5. **Margin Arrangements**

- 5.1 In order to open a position you will pay to us such sums by way of margin. The amount of margin required for each instrument is defined in the Market Library pages on our website.
- 5.2 We reserve the right to vary our margin requirements at any time and without notice to you.
- 5.3 We will send you a margin call email when the equity of your account falls below 100% of the margin requirement. Only one email will be sent and you remain responsible at all times for maintaining adequate funds in your account. You should not rely solely on us to monitor your account or advise you of the requirement to deposit funds.
- 5.4 If you:
- (a) fail to make any payment as and when it becomes due;
  - (b) fail to perform any obligation due to us (or agents used by us) or where any contracts entered into by you under this Agreement exceed the credit or any other limit placed upon your dealings pursuant to this Agreement;
  - (c) are otherwise in breach of this Agreement; or
  - (d) if you die or become insolvent or unable to pay your debts;

then we may in our absolute discretion exercise all or any of the remedies in paragraph 5.5.

- 5.5 The remedies exercisable by us in the circumstances specified in paragraph 5.4 are
- (a) at any time and without notice to bring to an end all or any of your contracts on the basis of the then prevailing quotations or prices in the relevant markets or, if none, at such levels as we consider fair and reasonable;
  - (b) to exercise any rights of set-off; and
  - (c) to charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate not exceeding the rate at which we would be charged for borrowing equivalent funds from our own bank.
- 5.6 We shall not be liable to you in respect of any choice made by us in selecting the investments liquidated. The proceeds of liquidation (net of costs) will be applied in or towards the discharge of your liabilities and we will account to you for any balance. If such proceeds are insufficient to cover the whole of your liabilities, you will remain liable for the balance.

#### 6. **Your Money**

- 6.1 Unless otherwise agreed in writing, your money will be held by us as client money in accordance with FCA rules which, among other things, require us to hold your money in a client bank account, established with statutory trust status. Your funds will therefore be segregated from our own funds in a client bank account in accordance with FCA Client Money rules. Your money will be held with other client money in a pooled account. This means that client money is held as part of a common pool of money, so you do not have a claim against a specific sum in a specific account; your claim is against the client money pool in general.

This means that in the event of an unreconciled shortfall caused by the default of the bank in the money held in the pooled account, you may share proportionately in that shortfall.

- 6.2 You agree that we may cease to treat your money as client money in the following circumstances:
- (a) In the event you are a Retail Client with a balance of 25 pounds sterling (or equivalent) or less and there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you;
  - (b) In the event you are a Professional Client with a balance of 100 pounds sterling (or equivalent) or less and there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you;
  - (c) In the event that there has been no activity on your account (notwithstanding any payments or receipts or charges, interest or similar items) for more than six years and we have taken reasonable steps to contact you.

Reasonable steps include attempting to contact you at least twice via post, email or telephone and giving 28 days notice of our intention.

Money no longer treated as client money as a result of the above will be transferred to a registered charity of our choice and we undertake to make good any valid claim against balances that were released from being treated as client money, upon the provision by you of information to evidence the validity of your claim.

- 6.3 We will not pay any interest on client money that we may hold for you.

6.4 Dormant account maintenance fee

An annual dormant account fee of \$25 (or £20/€20 as applicable) will be deducted from your account in the event there are no open positions and there has been no activity (notwithstanding any payments or receipts or charges, interest or similar items) for a period of 12 months or more. The fee will be removed on an annual basis until either the account is closed by you, you resume trading or the balance of the account is reduced to zero. Once the balance of a dormant account has reduced to zero we will close the account. A dormant account will not go into overdraft as a result of the removal of the fee.

## 7. Instructions

- 7.1 You accept full responsibility for trades placed on your account. We will not be responsible for any loss incurred by you except in cases of fraud, negligence or wilful default on our part or that of our employees. We may not be held responsible for any loss to you due to any fraud, failure or omission carried out by any third party. You may not assign to others any duties, rights, services, obligations or access to your account with us without our written approval and we may not be held responsible for any failure on your part to comply with this requirement.
- 7.2 We may rely on and treat as binding any instruction which we have accepted in good faith, and which we believe to be from you or someone entitled to instruct us on your behalf.
- 7.3 We may accept instructions from you verbally or in writing as well as over the internet. However, we may, entirely at our discretion, require any instructions given verbally to be confirmed in writing. We may acknowledge your instructions verbally or in writing.
- 7.4 We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or may infringe any law, rule, regulation or term of this Agreement or, in the case of instructions received from an agent, if we reasonably believe that such agent may be acting in excess of their authority.
- 7.5 If at any time you are unable for any reason to communicate with us, we shall not be responsible:
- (a) for any loss, damage or cost caused to you by any act, error, delay or omission resulting from the failure to communicate, where such loss, damage or expense is a result of your inability to enter into a transaction, or
  - (b) for any loss, damage or expense caused to you by any act, error or omission or delay resulting from that inability, including without limitation, where such loss, damage or expense is a result of your inability to close a transaction, except where your inability to instruct us or communicate with us results from our fraud, wilful default or negligence.
- 7.6 You agree that any instruction and communication sent by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding upon you, any instruction (whether or not in writing) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorised by you by virtue of our limited power of attorney form and, unless we have received written notice to the contrary, whether or not the authority of any such agent or intermediary has been terminated.

- 7.7 We reserve the right to refuse to accept any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to manifest human error or stale/incorrect/broken price feeds. Where we have opened or closed a trade before becoming aware of the price disparity, we may at our absolute discretion either treat that trade as void or accept that trade at the prevailing market price and will communicate this to you.
- 7.8 We will monitor the total amount of positions that are available to you.
- 7.9 We may at our discretion refuse to accept further orders from you or deem it necessary to impose limits on the overall net positions in your accounts.

## 8. Stop Orders and Limit Orders

- 8.1 We agree to accept an order from you that requires us to open or close a transaction once either the quote for the investment or an underlying market quote reaches or exceeds a level specified by you (a "Stop Order" or "Limit Order").
- 8.2 You may also give us a specified or indefinite period for that order to have effect (a "Good Till Cancelled" or "GTC" order).
- 8.3 If a Stop Order or Limit Order is accepted by us the transaction will automatically be carried out once the relevant market quotation reaches the level of our quote, bearing in mind that in some cases when the market is moving quickly our quote may have exceeded the level of your Stop Order or Limit Order by the time your order is actually executed.
- 8.4 You may, with our consent, cancel or amend the level of Stop Order or Limit Order at any time before we quote or the market quotation reaches or exceeds the specified level. We will not withhold our consent unreasonably. Once the level has been reached, you will not be entitled to cancel or amend the level of order.
- 8.5 If you cancel any transaction or part of a transaction where a Stop Order or Limit Order is in place before the level of the Stop Order or Limit Order is reached, you must also ensure the Stop Order or Limit Order is cancelled if you do not want the order to continue to remain valid.
- 8.6 If you do not cancel the Stop Order or Limit Order we may continue to treat the Stop Order or Limit Order as an instruction to enter into a new transaction for you once our quote or the relevant market quotation reaches or exceeds the level of the Stop Order or Limit Order.
- 8.7 Use of a Stop Order or Limit Order is subject to the following conditions:
- when you instruct us to close part but not all of a transaction entered into, both the part which you ask us to close and the part which would remain open cannot be smaller than the minimum size advised by us from time to time;
  - a Force Majeure Event must not have occurred (please refer to section 13 below);
  - when you instruct us to carry out a transaction you must not be in breach of this Agreement;
  - the telephone or Internet conversation in which you instruct us to open or close the transaction must not be terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;
  - you must not have exceeded your credit limit, and
  - you must instruct us on the transaction during the normal trading hours for that investment.
- 8.8 You acknowledge that when you place an order with us we will act as principal and that whilst we will, in good faith, execute your order at a level that might have been achieved on the underlying market, it may not always be possible to determine unequivocally what that level may have been.

## 9. Internet

Please note the following if you want to communicate with us using the Internet:

- 9.1 The Internet is an unreliable medium of communication and this unreliability is beyond our control;
- 9.2 Trading on the Internet is not instantaneous and several seconds may elapse between the time when you give your order via the Internet to us and the time when it is received by us, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on your PC;
- 9.3 We will not execute an order by you until it has been received by us;
- 9.4 We will not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given or any other communications being made via the Internet and web based platform;

- 9.5 You have sole responsibility for all orders and the accuracy of all information sent via the Internet using your name or account number;
- 9.6 You will bear the risks of any misunderstandings or errors in any communication via the Internet and web based platform;
- 9.7 It is not usually possible to cancel an instruction after it has been given;
- 9.8 The time shown on our electronic logging system and the information contained on our server will be conclusive as to the exact time of receipt of any messages or orders and as to the accuracy of information.

## 10. Data Protection, Disclosure of Information and Record Retention

- 10.1 We are registered with the Information Commissioners Office and for the purpose of data protection legislation, as amended from time to time, you agree that we and our associates may process personal data relating to you (using computer systems or otherwise) in carrying out our duties under this Agreement.
- 10.2 We have certain responsibilities under English law and the FCA rules to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. To do this we may make electronic checks from third party reference agencies; we may also ask you to submit original or appropriately verified copies of documents of which we require sight in order to process your application. As a customer of ours, all information received about you will be retained and held as private and confidential.
- 10.3 You confirm that all information you supply will be accurate and you consent to us passing on such information as we consider necessary to comply with any legal or regulatory requirements.
- 10.4 We have associated companies within our group. You agree that we may disclose information about you to any associated company for any purpose. We, and our associates, will hold all the information you provide on computer for administration, marketing and risks assessment purposes. We may also disclose your personal information to third party credit reference agencies in order to search their files. Such credit reference agencies will record the search. In order to provide you with the best possible service we will share your information with all our associated companies. You consent to your personal information being used in this manner. If you do not wish your information to be used for marketing purposes, please inform us.
- 10.5 The information held about you is confidential and will not be used for any purpose except as stated in this Agreement. Information of a confidential nature will be treated as such provided it is not already in the public domain. Information of a confidential nature will only be disclosed outside our group of companies, in the following circumstances:
  - (a) where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
  - (b) to investigate or prevent fraud or other illegal activity;
  - (c) to any third party in connection with the provision of services to you by us;
  - (d) for purposes ancillary to the provision of services or the administration of your account, including, without limitation, for the purpose of credit enquiries or assessments; or
  - (e) if it is in the public interest to disclose such information; or
  - (f) at your request or with your consent.
- 10.6 You will be consenting to the transmittal of your data outside of the EU/EEA for the purposes outlined in 10.4 above.
- 10.7 We will not be bound to delete any records where requested by you unless required to do so by applicable law or regulation.
- 10.8 Under the Data Protection Act 1998 and in order to facilitate our communications with you and our administration of your affairs, you consent to the recording of relevant personal information on the firm's computer system and when necessary disclosing such information to third parties in carrying out your instructions. We will supply to you at your request, on payment of a fee, a copy of the data relating to you and will provide you with a description of the data and the purposes for which it is processed, and with details of the source of the data and any potential recipients of the data. In the first instance, you should direct any such request to us. You should let us know if you think any information held about you is inaccurate, so that it may be corrected.
- 10.9 In accordance with the legal and regulatory requirements, we will retain your records for a minimum period of six years following the termination of any relationship between you and us. This period may be extended by force of law, regulatory requirement or any agreement between you and us.

**11. Complaints and Compensation**

11.1 All complaints should be directed in the first instance to:

Complaints  
One Financial Markets  
20 Savile Row  
London  
W1S 3PR  
United Kingdom

or [compliance@ofmarkets.com](mailto:compliance@ofmarkets.com)

11.2 We will try to resolve your issue as quickly as possible, but in any event will acknowledge receipt of your written complaint promptly. The acknowledgment will include a full copy of our internal complaints handling procedure. Upon resolution of your complaint, we will send you a final response letter, which sets out the nature of that resolution and any applicable remedy. If, for any reason, you are dissatisfied with the final response, please note that you are entitled to refer your complaint to the Financial Ombudsman Service. Information about how to do this will be provided in the final response.

11.3 We are covered by the Financial Services Compensation Scheme. 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 and the maximum compensation is £50,000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

**12. Amendment**

12.1 We reserve the right to alter the terms of this Agreement on reasonable notice to you. We will only make changes for valid reasons, including, but not limited to:

- (a) making the Agreement clearer or more favourable to you;
- (b) reflecting legitimate changes in the cost of providing the service to you;
- (c) reflecting a change of applicable regulation, law or market practice;
- (d) reflecting changes to systems, services or changes in technology and products; or
- (e) if it becomes difficult or impossible for us to perform our obligations under this Agreement.

12.2 Any amendment to this Agreement under paragraph 12.1(a) or (c) may take effect immediately or otherwise as we may specify.

12.3 Any amendment to this Agreement under paragraph 12.1(b), (d) or (e) may take effect on not less than 30 days notice to you.

12.4 If you object to any amendments to this Agreement, you may terminate the Agreement under section 15. You will not be liable to pay us any additional charges for such termination.

**13. Force Majeure**

13.1 We may, at our sole discretion and in our reasonable opinion, declare a Force Majeure Event due to any exceptional market conditions, emergency, disaster or uncontrollable event including but not limited to: any major loss of power or connectivity; any declaration, explicit or implicit, of war or conflict; any suspension, cessation or extreme movement in or of any market whether temporary or extended; any suspension or cessation of business of any financial institution whether temporary or extended; any act of violence or terrorism; any immediate anticipation of the above or similar events.

13.2 We may, at our sole discretion and in our reasonable opinion having determined a Force Majeure Event has occurred: suspend or vary our terms of trading without notice to you or close any open positions you may hold where we may reasonably believe such closure would be in your best interests.

**14. Limitation of Liability and Indemnity**

14.1 Unless caused by our fraud, wilful default or negligence, neither we nor any associated company nor any employee will be liable to you for any loss, liabilities, claims, losses, awards, proceedings and costs suffered or incurred by you in connection with the services we provide to you as set out in this Agreement. In no event shall we be liable for any loss of profit, loss of business or indirect or consequential loss.



- 14.2 Neither we nor any associated company nor any employee will have any liability to you if we do not act on your instructions or are unable to provide any service under this Agreement as a result of some factor that is beyond our reasonable control (for example, act of God, failure of computer or related systems, failure of market systems or failure of any third party to provide any service to which this Agreement relates).
- 14.3 Nothing in this Agreement is intended to have the effect of excluding any liability to you which by law or FCA rules cannot be excluded.
- 14.4 Unless caused by our fraud, negligence or wilful default, you will upon demand indemnify us, our associated companies and their employees against any costs, damages, losses or liabilities however arising by reason of or in connection with any action taken, or any transaction entered into, by us under this Agreement.

## 15. Termination and Notices

- 15.1 You may terminate this Agreement by written notice effective immediately. You must cancel any orders, close any trades and withdraw any money due to you before giving us such notice. If at the time we receive your termination notice there are orders or trades on your account we will cancel the pending orders and close any open trades as soon as possible upon receipt and attempt to return any money due to you. Termination will not affect any legal rights or obligation which may have accrued.
- 15.2 We reserve the right to terminate your account for any reason as may be deemed reasonable by us and at our sole discretion subject to at least ten (10) days written notice; such notice shall be provided by email and to the email address provided by you at the time of opening your account. You hereby acknowledge that any open positions will be closed on termination in accordance with this Agreement.
- 15.3 We reserve the right to terminate this Agreement immediately or set your account to phone trade only in the event we have valid reason to suspect you are abusing our services. Examples of abuse under this clause include the following:
- a breach of the Agreement
  - an unlawful act or breach of law, whether directly or indirectly
  - any act that amounts to insider dealing, market manipulation, market abuse, money laundering, terrorist financing, breach of trade sanctions or similar
  - the use of any trading strategy (including scalping), device, hardware, software, collusion or algorithm the use of which is intended to cause or influence us to execute a trade on terms which we would not otherwise do so
  - opening, accessing, using or controlling more than one account without our prior knowledge and approval

You acknowledge that once the Agreement has been terminated we may liquidate any outstanding contracts as set out in paragraph 5.5. The balance in your account at termination will be repaid to you no later than five (5) business days after this Agreement terminates

- 15.4 Any notice to be given under this section must be in writing and, unless it is delivered personally, must be given by fax, email or first class pre-paid post (airmail if sent internationally). Any such notice must be addressed in the case of us to our address or email address and in your case to the address or email address last notified by you to us. If you or we want to change the address for communication, each must give to the other not less than seven (7) calendar days' notice in writing of the new details. Notices addressed as provided in this paragraph are deemed to have been properly given when sent (in the case of fax); or when delivered (in the case of personal delivery); or two days after posting (in the case of letters sent in the same country); or five days after posting (in the case of letters sent internationally), provided that notices to us are only effective if posted when actually received by us. In each of the above cases any notice received on a non-business day or after business hours in the place of receipt is deemed to be given on the next following business day in that place.
- 15.5 We reserve the right to refuse to accept an application for an account from you without any requirement on our part to provide a reason for such refusal.

## 16. Governing Law and Miscellaneous Terms

- 16.1 This Agreement is governed in all respects by English law. You agree to submit to the exclusive jurisdiction of the English courts in the case of any dispute or claim which may arise out of or in connection with this Agreement.
- 16.2 This Agreement sets out all of the terms and conditions relating to the provision of our services to you, subject to any subsequent amendments that may be notified. It supersedes any terms of business previously agreed between you and us.
- 16.3 Each contract and any other transaction entered into between us and you under this Agreement constitutes a single agreement between you and us.

- 16.4 You will keep secure at all times any information relating to your account, especially in respect of any passwords and account numbers. You may not hold us responsible for any breach of your account security except where it may be proven to have been a clear failure on our part. Neither you nor we shall disclose information in respect of your account to any party unless required from time to time by any regulatory, legal or judicial body.
- 16.5 You hereby warrant that you are not in breach of any law, regulation, rule, registration, licence or permit which may be required to be obtained or respected by you. You further warrant that all the information provided by you to us is complete and accurate.
- 16.6 All communications with us should be in English. Any communications which are contractually binding shall be those communicated to us in English. We may provide documents translated into other languages from time to time, which shall be for information purposes only.
- 16.7 You hereby consent to:
  - us recording any telephone conversations of other communications between you and us;
  - us communicating with you by telephone, letter, fax, text or email as we may deem most appropriate at the time of communication;
  - us contacting you at any time whatsoever and by any of the means listed here;
  - advise us immediately of any change in your contact details or any change in your personal circumstances which we might reasonably consider to affect the services provided to you.

**I acknowledge that I have read, understood and accept in full the above Terms and Conditions**

Signature:.....

Full name:..... Date:.....



## ORDER EXECUTION POLICY

### INTRODUCTION

C B Financial Services Ltd t/a One Financial Markets (referred to herein as “we”, “us” or “our”) is committed to treating its customers fairly and when executing orders on your behalf in relation to financial instruments, will take reasonable steps to achieve what is called “best execution” of your orders. This means that we will have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account the nature of your order(s) and the market(s) in question and which provides, in our view, the best balance across a range of sometimes conflicting factors.

Our commitment to provide you with “best execution” does not mean that we owe you any fiduciary responsibilities over and above the specific regulatory obligations placed upon us or as may be otherwise contracted between us.

This policy explains how your orders and trades are managed and executed and the factors that can affect that execution.

We currently offer standard trading accounts and Electronic Communication Network (“ECN”) accounts on the MT4 platform.

By trading with us you consent to your orders being executed as described herein.

### PART ONE: SUMMARY OF IMPORTANT POINTS

1. We provide products and services to you that are off-exchange transactions (‘OTC contracts’) and deal with you as principal. This means that trades are non-transferable and if you open a position with us you must close it with us.
2. Your orders are executed on our trading platform exclusively, and not on any exchange or other external execution venue. In relation to our ECN offering your orders are executed via our trading platform with external liquidity providers.
3. Placing an order on our platform does not guarantee that a trade will be entered into.
4. In times of volatile markets, the price that a trade is executed at may be less favourable to you than the one shown on our platform at the time you placed your order.
5. In certain circumstances, any specific instructions from you may prevent us from taking the steps that we have designed and implemented in our execution policy to obtain the best possible result for the execution of those orders, in respect of the elements covered by those instructions.

### PART TWO: EXECUTION FACTORS

Our policy is based on offering the best possible outcome for you based upon the following main criteria:

- Price
- Speed of execution
- Cost of execution
- Likelihood of execution and size of order

#### **Price (this is assigned the highest degree of importance)**

Prices shown on our trading platform are based on the prevailing market prices of the relevant underlying instrument that we receive from our multi-contributor price feed sources. These prices are filtered to eliminate rogue and stale prices and are generated electronically by our platform and therefore may differ from the underlying instrument. We may also adjust the price to take into account factors such as liquidity, dividend amounts, financing charges (see “Interest” below) or other relevant factors. We undertake to provide competitive spreads on these prices on a continuous basis but cannot guarantee that the prices we quote will always be more aggressive than those quoted by other firms.

Importantly, the price at which you place your order may differ to the price your trade is executed at if there is a price fluctuation between the time you place your order and the time we receive and process it. This is commonly known as ‘slippage’ or ‘gapping’ and is not a result of intervention on our part but a consequence of a number of possible factors such as market open/close times, trading breaks, poor internet connection or general volatility in the underlying market.

The outcome of these movements can be either positive or negative, depending on your type of order:

- All Stop Orders (i.e., Buys and Sells) are subject to negative slippage at all times
- Limit Orders are subject to positive slippage at market open

We provide 'indicative' or 'minimum' spreads on our website but offer variable spreads on all our products. This means that in times of illiquidity, including but not limited to, market open, market close, economic data, natural disasters and other force majeure events you may see greater fluctuations and our spreads may widen due to the underlying market conditions.

Finally, there may be rare occasions where we are unable to show prices on our platform due to circumstances beyond our control. Please refer to the Terms and Conditions for more information.

#### **Speed of Execution (this is assigned very high importance)**

Wherever possible, trades are executed automatically via our 'Virtual Dealer' with no dealing desk intervention. This results in the fastest possible execution. However, there are some circumstances when this is not possible and the order will have to be executed manually. This occurs when:

- the size of your order is greater than certain preset parameters based on underlying market liquidity
- the price quoted is outside certain preset parameters and is therefore deemed materially incorrect
- the underlying market is illiquid relative to the size of your order
- important data is being released

#### **Cost of Execution (this is assigned high importance)**

We commit to being entirely transparent in relation to all costs associated with your trading:

##### **Spread increases**

In the event you have been introduced to us by a third party you may receive slightly wider 'minimum' spreads than those published on our website which may be repaid to the Introducing Broker or Agent. Full details of this can be provided on request.

##### **Commission**

In relation to our standard accounts we do not charge commission but we may charge you a fixed 'per million' fee on your ECN account depending on the service you require.

In the event you have been introduced to us by a third party we may charge you a commission that is repaid in full to the Introducing Broker or Agent. Full details of this can be provided on request.

Any commission charges applied to your account will be advised to you in advance of your trading.

##### **Interest**

Open positions held in FX or indices and held overnight may incur financing fees which will be debited or credited (as applicable) to your account at the close of the day. Please see the FAQs section on our website for more information and examples of how the charge is calculated.

##### **Interest Free Accounts**

In certain circumstances we are able to offer 'interest free' accounts. This is subject to status and terms and conditions apply. Please contact us for more information.

##### **Corporate Actions**

Dividend adjustments are made in relation to indices and are paid on net positions only. The funds will be debited or credited (as applicable) to your account at the close of business on the ex-dividend date. Please see the FAQs section on our website for more information and examples of how the dividend is calculated.

#### **Likelihood and Size of Order (this is assigned high importance)**

We can commit that if the underlying market has sufficient liquidity and there is a price available against which we can offset your trade, we will make a market.

## PART THREE: ORDER TYPES

### Market Orders

An order placed by you to buy or sell a set number of derivatives immediately, at the best available price.

### Limit Orders

An order placed by you to buy (Buy Limit) or sell (Sell Limit) a set number of derivatives at a specified price or better. To remove a limit order you can either select an expiry or manually cancel it.

### Stop Orders

An order placed by you to buy (Buy Stop) or sell (Sell Stop) a set number of derivatives when its price reaches a particular point. Once the price is reached, it becomes a Market Order. You can also set Stop Loss or Take Profit orders at the time you place your order. Stop Orders are subject to negative slippage.

### Trailing Stops

An order that can only be placed when an open position has a floating profit. The order is attached to your open position and is set at a fixed distance away from the opening price. If the market moves in your favour the stop price moves as per the predefined distance from the price. If the market moves against you the stop remains at its last profitable trailing price to ensure a profit is locked in.

### Contingent Orders

A Limit or Stop Order that is attached to a currently 'working' Limit or Stop Order. The Contingent Order will only start 'working' once the original Stop or Limit Order has been executed.

## PART FOUR: LIQUIDATIONS

There are some circumstances where an open position(s) on your account may be closed without instruction from you. Positions will be closed automatically when the Equity / Margin ratio of your account reaches the predetermined liquidation level.

For more information about E/M ratios and the liquidation process please read our Liquidation Procedures.

## PART FIVE: POST EXECUTION INTERVENTION

There are some circumstances when trades on your account may be manually adjusted by us. We monitor all trading activity and in the event it is identified that you are actively using scalping, straddling or other strategies designed specifically to take advantage of our systems and/or price feeds we may reverse trades and any associated profit or loss. For the avoidance of doubt, placing pending orders either side of the market prior to market news is regarded as scalping and would be such a trading style.

While we do not prohibit any particular trading approach if it is your intention to adopt a style that looks to take advantage of internet latencies, delayed prices or by targeting tick fluctuations through high volumes of transactions we suggest you choose our ECN offering from the outset.

## PART SIX: MONITORING AND REVIEW OF POLICY

We will regularly monitor and review the effectiveness of this policy and amend it as necessary.

**I understand and accept that my orders will be executed in accordance with the above Order Execution Policy**

Signature:.....

Full name:..... Date:.....