

REQUEST FOR RE-CATEGORISATION AS A PROFESSIONAL CLIENT

Pursuant to the Markets in Financial Instruments Directive, we may treat you as a Professional Client as opposed to a Retail Client if, after our assessment of your expertise, experience, and knowledge, we have reasonably satisfied ourselves that, in light of the nature of the transactions or services envisaged, you are capable of making your own investment decisions and understanding the risks involved. This is the “*Qualitative Test*”.

In making our assessment we have relied on information you have provided in the application form and/or request additional information from you and/or call you to discuss your investment experience.

In addition to this Qualitative Test, you must satisfy and demonstrate to us **at least 2** of the following 3 criteria of a “*Quantitative Test*”:

1. you have carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous 4 quarters;
2. the size of your financial instrument portfolio, defined as including cash deposits AND financial instruments, exceeds EUR 500,000; and/or
3. you work or have worked in the financial sector for at least one year in a professional position, which requires knowledge of the transaction or services envisaged.

SUMMARY OF THE MAIN DIFFERENCES BETWEEN THE TREATMENT OF PROFESSIONAL CLIENTS AND RETAILS CLIENTS

You are entitled, pursuant to the FCA Rules, to request a re-categorisation as a retail client either generally or in relation to particular types of business (although we are not obliged to re-categorise you).

You acknowledge that where we treat you as a professional client rather than a retail client, a number of the FCA’s Conduct of Business Sourcebook rules will cease to apply and you will lose some of the protections afforded to retail clients. In particular, where we treat you as a professional client:

LOSE OF THE CLIENT PROTECTIONS

1. Disclosure of charges, remuneration and commission

We will not be obliged to disclose to you the basis or amount of charges for any services we provide to you in the course of carrying out business with you or on your behalf.

2. Financial promotions and communications

We may have regard to your expertise as a Professional Client when complying with the requirements under the regulatory system that communications be clear, fair and not misleading. However, we are not obliged to set out any of the prescribed contents, disclosures or risk warnings needed for Retail Clients in prospectuses, marketing brochures and other non-real time financial or promotional material, nor will we be subject to the restrictions that apply to Retail Clients regarding unsolicited real-time communications (i.e. cold calling) with you.

3. Appropriateness:

Where we are assessing the appropriateness of our services to you, we are entitled to assume that you have the necessary level of experience and understanding to understand the risks involved.

4. Understanding of risk

In assessing the appropriateness of any transactions or investment we may assume that you, as a Professional Client have sufficient knowledge and experience to understand the risks associated with that transaction or investment. We are not required to provide you with the written risk warnings that are required for Retail Clients in relation to complex financial instruments such as derivatives.

5. Client Money

Consistent with the agreements between us, unless we have agreed with you in writing, any money you transfer to us will not be held as “client money” under the FCA’s client money rules. Any money you transfer to us is treated as a full title transfer to us in order to secure or cover your present, future, actual, contingent or prospective obligations, you will rank only as general creditors of the firm.

6. Best Execution

When executing orders for you, we must take all reasonable steps to obtain the “best possible result” for you. The requirement, for Retail Clients, to determine the best possible result in terms of total consideration for the transaction does not apply to Professional Clients. When carrying out client orders, we are not obligated to inform Professional Clients of any material difficulty in carrying out the order promptly on becoming aware of the difficulty.

7. Periodic statements

We are not obliged to provide periodic statements with as much content and detail as we do for Retail Clients. Timing requirements for providing periodic statements which apply to

Retail Clients do not apply to Professional Clients.

8. Non-compensation under the Financial Services Compensation Scheme (FSCS)

Professional Clients are unlikely to be “eligible claimants” entitled to compensation under the Financial Services Compensation Scheme in the event that an authorised firm is unable to fulfil its financial obligations. Only individuals that qualify as “eligible claimants” may make a claim to the FSCS for compensation under the scheme. As you are not categorised as a retail client, it will be up to the FSCS to determine if you fill the criteria of an “eligible claimants”.

9. Financial Services Ombudsman

You will lose the right of access to the Financial Services Ombudsman for arbitration on complaints and disputes. Any complaint you make will be dealt with under our internal complaint procedure.

CLIENT DECLARATION AND WARRANTIES:

I warrant that I/this entity/we satisfy at least two of the three criteria of the Quantitative Test listed above. I am/have providing/provided you with the evidence as required for EC Markets to satisfy itself of the Qualitative Test.

Furthermore, I confirm that I wish to be treated as a Professional Client by EC Markets Group Ltd (“EC Markets”). I have read and understood the written warnings herein regarding the protections and compensation rights that I may lose, and I am aware of the consequences of losing such protections.

Finally, I am aware that it is up to me/this entity/us to keep EC Markets informed of any change that could affect my categorisation.

By signing this declaration, I/this entity/we agree to be categorised as a Professional Client and agree to the lost protections listed herein.

Full Name:

Signature:

Date:

For and on behalf of (if you are signing on behalf of EC Markets):

Name:

Position:

Date: