

## INTRODUCTION

### About us and our Services

#### 1 The Relationship between you, us, and Providers

- 1.1 Thank you for choosing **KQ Markets Limited**. We provide you with a range of services to support you in administration of your accounts with Providers. To help us provide our services to you, we ask certain firms ('Providers') to provide particular products and we may use other firms within the KQ markets group of companies.

Our partners provide the dealing accounts which facilitate money payments, dealing, clearing and settlement, and safe custody services.

Day to day you will interact with us, and through our services, with Providers. You can deal with them through us, but remember please note you have a direct relationship with Providers too. We provide all the customer services to make arrangements between you and Providers and a range of information services to you. Each Provider carries out the investment transactions you ask them to and hold or arrange for other firms to hold Assets in arrangements for you accessed through the KQ Account. We may agree with Providers that they will provide other services too.

We selected them for their depth and range of services that they provide which lets us focus on excellent service delivery to you.

- 1.2 Currently, we make available to you an account (the Providers Account) through the Stonex financial services network particularly Gain Capital UK Limited a company registered in England, company number **01761813**, registered office at **Devon House, 58 St Katharine's Way, London, United Kingdom, E1W 1JP** which is authorised and regulated by the Financial Conduct Authority ('FCA') registered number 113942 (which at the date of this document is contemplating a name change, and we may use others inside and outside the StoneX network (all variously called the "Account Provider").

- 1.3 Section A of this Agreement explains how we deliver our Services and our relationship with you; Section B explains how the Account Provider delivers theirs, and their relationship with you.

- 1.4 When you accept these terms of business, you agree that:

- a. we are authorised to make arrangements with Providers for you to use their services;
- b. there is a legal relationship between you and us and you and Providers;
- c. we facilitate you giving your instructions to Providers on your behalf to enable Providers carry out their obligations to you;
- d. payments to Providers Accounts will be made directly between you and the Account Provider.
- e. providers are authorised as appropriate to hold Assets on your behalf and will use these to meet your settlement and other obligations relating to their services; and
- f. you will be a client or customer of ours, you will also become a client of Providers for settlement and safe custody purposes.

2. We are responsible to you under these Services for:

- a. Our own operation and services and the quality enhancement we provide for your interaction with the Account Provider;
- b. Asking you to give the information and documentation for identity, source of funds and anti-money-laundering compliance checks as appropriate to you, including employers or any other person you may anticipate making payments to your Providers' Account;
- c. explaining the investments available through our Services;
- d. Instructions to Providers concerning Provider Account administration and reporting, excluding investment instructions;

- e. Any required assessment of the suitability or appropriateness of transactions and investments for you or, where permitted and necessary, warning you of any possible inappropriateness of an investment; and
  - f. Reviewing your accounts for market abuse, insider trading and compliance with FCA Rules and any other applicable legal and regulatory requirements to which we or you may be subject;
  - g. Separately if you give us a power of attorney or equivalent authority to assist you, the scope of our responsibility to you will be set out in that authority in the terms we agree with you at that time .
3. Providers are responsible to you (as more particularly set out in their terms of service with you), as appropriate to the Service they provide you for including:
- a. The operation of their Services;
  - b. The operation of your account(s) with them, and reporting to you on those;
  - c. Applying the Investments or cash you transfer to them to allow them to carry out the order management and settlement of your investment orders;
  - d. carry out your instructions including taking cash from your accounts, and instructions to buy or sell investments, hold cash, and manage your orders and instructions management and settle to you.
  - e. Safeguarding and administering the Investments in your account;
  - f. the money held by them as your Client Money (or if they are a bank that might be as a bankers deposit).
  - g. Reviewing your accounts for market abuse, insider trading and compliance with FCA Rules and any other applicable legal and regulatory requirements to which we or you may be subject.

## Section A KQ Markets Limited-Service Terms and Conditions

### 1 OUR TERMS AT A GLANCE

#### 1.1 KEY INFORMATION

- 1.1.1 These Terms apply to your KQ Account and the KQ Services we, KQ Markets Limited provide you in relation to your KQ Account and as appropriate your Provider's Account, or application for one.
- 1.1.2 We recommend that you read all of these Terms carefully before you decide to use our Services and that you keep a copy safe for future reference.
- 1.1.3 In particular, we would ask you to note:
  - (a) throughout these Terms, where we refer to "you", this means the person in whose name the KQ Account is held;
  - (b) your KQ Account is provided through us.

#### 1.2 Services we provide

- 1.2.1 We provide services to you enhancing those of the Providers, we bring together all the partners that make your KQ Account and Provider's Account work seamlessly, and facilitate you communicating with the Providers as more particularly set out in these Terms and the documents referred to in these Terms.
- 1.2.2 Our services include making available educational services, all the background connectivity, through our website to connect you through us to Providers Account (to enhance your own direct connection you have with them) and making arrangements with those Providers to bring you products and service that has the KQ mark all as more particularly explained in our Website.

The provision and operation of those providers' services through the Providers Account will not be carried out by KQ Markets but the Provider.

The KQ model is to introduce customers to Providers being FCA authorised firms or firms regulated by other financial services regulators and arrange for a KQ variation to the products and services of those firms for the KQ customer.

- 1.3 The Agreements and how they relate to each other: To explain the legal terms and conditions on which we provide you with access to a KQ Account:
- 1.3.1 Our Agreement with you
- 1.3.2 These are the terms and conditions on which our Services are provided to you. These Services relate to KQ Account which we give you access to as well as the ability to manage the KQ Account using our Website and the introductions to the other Providers and the Provider's Account we make with them in relation to their Products and Services available to you through us.
- 1.3.3 in relation to our Services our Agreement with you is made up of:
- (a) these Terms;
  - (b) your completed Application;
  - (c) any documents that explain our charging;
  - (d) Providers' terms explanation set out in Section B
- If there are any inconsistencies or differences between the documents then, (i) in relation to our Services the document mentioned first in this list overrides any document listed below it, and (ii) in relation to the KQ Account the document mentioned last in this list overrides any document listed above it.
- 1.3.4 Our Agreement with you sets out the scope of the Services that we will provide to you when you open an Account with us and what we need you to do to help us provide our Services;
- (a) we may vary these Terms, and documents referred to in them in the circumstances described in the Terms;
  - (b) Providers may vary their Services, scope and terms of Service;
  - (c) any documents that explain our charging set out in detail what you will have to pay to use our Services and those of the Providers. Please read this carefully. It is important that you make sure that you have enough cash to cover any Charges that you incur.
  - (d) other documents we refer to in these Terms may be updated from time to time. The current versions of these are available on our Website.
- 1.4 **Using the Service.** You can use our Service to access details of your KQ Account, your accounts through our Service with other Providers and see certain information which is available to you through our website.
- 1.5 Managing your Account.
- 1.5.1 **Your information.** Once you have created a KQ Account with us, we may contact you from time to time to provide you with certain information about your KQ Account, your payments, or other aspects of our Service. We may do this using the email address you have provided or through the website or any other platform you are using to access the Service. In agreeing to these Terms, you acknowledge that, whilst we will take all reasonable precautions to prevent any loss of this data or a compromise of your information, we will not be liable for any damages you might suffer as a result of information being exchanged in this way.
- 1.5.2 **Your responsibilities.** you can use our website to manage and view details of your KQ Account. It is your responsibility to ensure that you comply with all applicable laws and regulations relating to this in the place of your residence or domicile. If you need help understanding your obligations as far as tax is concerned, please contact your local tax office.
- 1.5.3 **Why you should read these terms.** They define our relationship and the relationship of our partners with you, and the Services so it is a good idea that you understand them, before applying for a KQ Account. These terms tell you who we are, how we will provide services to you, how you and we may

change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

**Please read these carefully.** Please note that before you can open a KQ Account you will be asked to agree to these Terms and policies. If you refuse to accept them, you will not be able to open a KQ Account.

If there is anything contained in these Terms that you do not understand, please do not hesitate to get in touch with us in any one of the ways we provide for you, as explained in our Contact us Page.

1.6 These Terms are only available in the English language, if you need them in another language please do let us know.

1.7 Important Information

1.7.1 **It is your choice to open a KQ Account;** you must make your own decisions as to whether your KQ Account, Provider's Account, and investment choices you make are in keeping with your own individual circumstances and needs. We do not make decisions for you.

1.7.2 **Our service gives you facilities for others to act on your instructions;** we do not intend to give you any advice on the decisions you make.

1.7.3 **We do not hold cash deposits;** we do not hold any client money subject to the FCA Rules relating to client money, but the Providers do hold cash, subject to the relevant regulators rules.

1.7.4 **Paying our charges;** should you use a service of ours that you pay for directly, you will have to arrange for payment of our charges. If we arrange with you that payment may come from a Providers' Account, and you do not have enough Cash in your Providers' Account to cover the Charges that you incur, you authorise us and the Provider to sell your Investments without giving you prior notice;

1.8 Information about us and how to contact us

1.8.1 **Who we are** - We are KQ Markets Ltd we are authorised and regulated by the Financial Conduct Authority, register number is 780026. You can check this on the Financial Conduct Authority's Register by visiting the Financial Conduct Authority's website ([www.fca.org.uk/firm/financial-services-register](http://www.fca.org.uk/firm/financial-services-register)) or by contacting the Financial Conduct Authority

1.8.2 **How to contact us** - You can get in touch with us in any one of the ways we provide for you, as explained in the Contact Us section of Our Website.

1.8.3 **How we may contact you** - If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**"Writing" includes emails** - When we use the words "writing" or "written" in these terms, this includes emails and any other electronic communication that you could read.

1.9 **Using the Service.** You can use our Service to access details of your KQ Account and see certain information which is made available to you through our website.

OUR TERMS IN DETAIL

2 OUR CONTRACT WITH YOU

2.1 When these Terms apply.

2.1.1 These Terms will apply to you when you use the Services or create a KQ Account through us. Then a contract will come into place between us and you. If you do not agree to these terms, you must not use our Services.

2.1.2 Certain provisions apply to the Provider's Account, or explain the interaction between us, you your KQ Account and Provider's Account.

## 2.2 Services provided from the United Kingdom.

2.2.1 Our website and Services are designed for use under the FCA Rules. If you access the Services from another country, you will have to ensure you are permitted to do so under the appropriate regulatory regime.

## 3 OUR SERVICE

### 3.1 What we offer.

3.1.1 Our service allows you to open a specific type of Provider's Account and your KQ Account, through Our Website and access Providers, give instructions on the administration of your Providers Account (excluding investment instructions) to Providers, facilitating direct communication between you and the Provider and view those Providers account through your KQ Account all in addition to the Providers own services. These terms scope out the parameters by which we provide our Service to you.

### 3.2 Financial advice.

3.2.1 We do not give financial advice, we do not provide advice when we provide access to Providers or their Services and we do not intend to, and you should not take anything we say as being a recommendation for a particular product or a way of investing. We do however provide lots of tools that are designed to help you decide how much to save or invest. If you need professional guidance on any of the products mentioned in our Services, please speak to an accountant, lawyer, or other appropriate financial services professional specialising in investment services before you make any decisions about your own Account.

3.2.2 We do not give financial advice. An advice service involves recommendations and advice on: (a) buying into an investment, available through your KQ Account and selling it; and (b) exercising any rights you have in relation to your Investments, held in your KQ Account or Provider's Account.

3.2.3 **Your decision:** We work hard to ensure the Service is suitable for you. All decisions on whether to invest in, hold or dispose of any asset are yours and we will only arrange for Providers to execute transactions as you instruct, unless you want to do it yourself. You choose to invest on an execution-only basis (executing through your Provider's Account), and you are perfectly able to decline to use any particular Service.

3.2.4 **Recommendations and advice:** We do not have the necessary permissions to provide these Services. Giving you recommendations and advice means we would give you investment recommendations which we reasonably consider are suitable, having regard to your investment objectives, subject to any restrictions in your Investment Strategy or that otherwise apply to these services. We do not give recommendations and advice. Other Service Providers might. We facilitate you achieving a financial or other objective but will not be responsible if the objective is not achieved, whether or not you acted upon the Service Providers recommendations.

3.2.5 **Range of investments:** Our Services cover a specific range of transactions and Investments and other products and will depend on any limitations that we may tell you about. They take into account Regulatory Requirements.

### 3.3 Miscellaneous points

3.3.1 **Tax:** We are not responsible for the impact of any taxes, for instance capital gains tax, income tax, or inheritance tax, when you instruct a specific transaction.

3.3.2 **Contacting you:** When we want to provide you with Service information, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details which we hold for you. However, we will not be liable where we try, but are unable, to contact you.

- 3.3.3 **Holistic approach:** Some of our Services or those of our Partners may allow you to take into account cash or other assets which you hold through both through your Providers' Account or elsewhere
- 3.3.4 **Risk:** it is always present. Whilst our Services may not be suitable for all investors we have set out the general risks you need to have to the fore when deciding what to do with the Service you receive from us these are set out in clause 36 (Risk warnings).

#### 3.4 The KQ Account.

3.4.1 You create a KQ Account with us to have access to the Services but creating a KQ Account does not automatically guarantee you access. We may conduct additional checks to verify things like your identity or any potentially fraudulent activity, but we will normally tell you before we do this. These checks will help to confirm your eligibility to open a KQ Account, but we may decide, in our absolute discretion that there are other reasons as to why we think this should not be done. We will tell you if your KQ Account has been refused.

#### 3.4.2 Your information.

- (a) Before we can offer you a KQ Account, you will need to provide certain information to us about you, your background, and your consent to us using this information to offer Account products to you. We will always use your personal data in accordance with our Privacy Policy which provides more details on how we use this data and how long we keep it for.

#### 3.4.3 Withdrawal or suspension of your Account or our Services

- (a) We will only withdraw or suspend our Services and consequently close or suspend your KQ Account or Provider's Account if we have a valid reason. We consider the following to be valid reasons:
- (i) a restructure or reorganisation of the types of KQ Account or Provider's Account that we offer;
  - (ii) the withdrawal of a Service or a KQ Account or Provider's Account type;
  - (iii) for our business efficiency; or
  - (iv) the law has changed, and the KQ Account no longer complies with the Regulatory Requirements.
- (b) Where we can, we will give you 30 days' notice of our intention to close or suspend your KQ Account or Provider's Account in these circumstances. When we give you notice, we will tell you of any requirements specific to your KQ Account, that need to be considered when withdrawing your Investments or transferring your Investments to another provider.
- (c) When Regulatory Requirements mean that we need to act immediately, we will give you notice as soon as we reasonably can after closure or suspension of your Account.
- (d) If you undertake inappropriate trading such as trading which constitutes market timing and despite having received warnings from us to cease this activity, you continue to undertake inappropriate trading you will no longer be permitted to place Orders through our Service.

## 4 OPENING YOUR KQ ACCOUNT

We will arrange to open a KQ Account, subject to these Terms.

### 4.1 General requirements

4.1.1 You may open a KQ Account jointly with anyone else if facilitated by our application process.

- (a) If you open an Account jointly in the name of yourself and others, then:
- we may act on instructions from either you or any other person in whose name the Account is opened (each a “Joint Account Holder”). In certain circumstances we may require instructions from all Joint Account Holders;
  - we may give any notice or communication to either you or another Joint Account Holder (and by that both of you will be notified); and
  - if you or any other Joint Account Holder dies, we may take instructions from the surviving owners of the KQ Account(s).

4.1.2 If you are a parent or guardian, you cannot open a KQ Account on behalf of your child unless there is an application process on Our Website to allow you to do so.

4.1.3 Each individual KQ Account holder must meet all the requirements of the Terms applicable to them.

4.1.4 You must be 18 years old or over to open a KQ Account.

4.1.5 You must complete the application procedure set out in Our Website for the particular KQ Account, if you do not give truthful information any KQ Account opened in respect of you completing the process may at our or our Partners option be closed.

4.1.6 You may only open a KQ Account if our account opening procedure facilitates your application and, at the time your KQ Account is opened, you:

- (a) Tell us where you are resident;
- (b) tell us your permanent address;
- (c) you comply with laws and regulations in the country of your residence or domicile for using the KQ Account,
- (d) complete our application process or registration form successfully; and
- (e) are not a US Person or open an KQ Account on behalf of a US Person.

4.1.7 If you have no United Kingdom tax residence, you may open a KQ Account at our discretion, but you must have a permanent address in a country acceptable to us and tell us what that is.

4.1.8 If you stop being resident in the United Kingdom for tax purposes or stop having a permanent address in the United Kingdom, you may, at our discretion, continue to hold your KQ Account but you may not be able to make further payments to a Providers’ Account or buy further Investments for your Providers’ Account. We may also have to report details of your KQ Account to HMRC or other applicable authorities.

4.1.9 If you open a Providers’ Account with another Provider, they may have additional requirements and basis of making their account available to you.

## 4.2 KQ Account opening by an Authorised Person

4.2.1 If your KQ Account has been opened through an Authorised Person, we will treat only you as our customer for your KQ Account or Providers’ Account.

4.2.2 You must inform us if you are not acting on your own behalf but for someone else when opening a KQ Account. We may ask the person you have opened the account for if they agree to that before opening the account.

4.2.3 Any person who opens a KQ Account as an agent for someone else, will be treated as our customer for their interests for the purposes of the FCA Rules and will be liable to us for everything that they do in that capacity.

4.2.4 If you open a Providers' Account with another Provider, they may have additional requirements and basis of making their account available to you.

#### 4.3 Identity and tax residence checks

4.3.1 Before you use our Services and during the course of our relationship, to meet our legal obligations such as under anti money laundering regulations, we may ask you for evidence of your identity and tax residence as well as that of the beneficial owner(s) of the KQ Account and anyone controlling or paying for Investments.

4.3.2 we may open your KQ Account but:

- (a) we may not accept further instructions from you; and
- (b) we will not be able to arrange the return Investments to you;

until we have been able to satisfy ourselves as to your identity, and the identity of anyone authorised by you to give instructions.

4.3.3 If you open a Providers' Account with another Provider, they may have additional requirements and basis of making their account available to you.

4.4 We may decline an Application entirely at our discretion.

### 5 FCA CATEGORISATION AND RE-CATEGORISATION

5.1 If you will use our Services through KQ Account, then: during the term of our Agreement with you, we treat you as a retail customer (as defined in the FCA Rules) for the purposes of the FCA Rules so that you will have the benefit of the highest level of protection given by the FCA.

5.2 You have the right to request to be re-categorised as a professional client (as defined in the FCA Rules) and we may agree to do so if you meet the applicable criteria under Regulatory Requirements and you agree to the changes we need to make to the Terms and the Services we provide for you, but if we do not we may have to ask you to close your KQ Account . However, re-categorisation, may impact the protections afforded to you.

### 6 OPERATING YOUR KQ ACCOUNT

Our Website gives information about the operation of and the facilities for you to operate your KQ Account, and how you may give us instructions for your KQ Account through our Website. By opening a Providers' Account the Providers who make available products and services within KQ Services will be able to utilise the information and declarations provided to us by you. They may have more needs, the detail of which will be made available when you apply to them, and they may ask you for more information or declarations.

#### 6.1 General

6.1.1 You authorise us to communicate with and instruct our Partners on your behalf and agree we will only take instructions from and communicate with you, or an Authorised Person unless we agree with you otherwise. We may need you to provide us with a Power of Attorney executed or signed by us, as appropriate to your domicile and the governing law of your Providers' Account.

6.1.2 You will only make payments due to a Partner to and from a credit institution regulated and authorised by an appropriate authority to accept deposits.

6.1.3 You or any person that we have accepted may give us instructions for you but must make sure that instructions that you give us are complete, accurate, clear, and unambiguous. You are responsible for the settlement of all Orders effected by us in accordance with instructions. We may delay or refuse to execute your instructions if:

- (a) your instructions are unclear or ambiguous;
- (b) the law or a regulator requires us to do so or if, in doing so, we would be in breach of the FCA Rules or any other Regulatory Requirements;



- (c) we are unable to verify your personal details; or
- (d) we have not received any information or documents we may have asked for, or where appropriate, the documents are not fully and correctly completed by you.

We will not be liable for any losses that you or any third party may incur as a result.

## 6.2 Changing/removing an Authorised Person

6.2.1 If our Service permits, to change or remove an Authorised Person, you must tell us in writing. Where applicable to your KQ Account, your notice must be executed by you, existing Authorised Persons unless an existing Authorised Person:

- (a) stops being a director (or equivalent role in other corporate entity)
- (b) is dead or incapacitated;
- (c) cannot be contacted;
- (d) notice is given to them instead; or
- (e) Regulatory Requirements mean that we do not have to.

6.2.2 We may decline to accept any new Authorised Person without giving you a reason.

## 6.3 KQ Accounts opened or operated by another person

If our Service Permits:

6.3.1 We will take instructions from and communicate with an Authorised Person until you tell us that the Authorised Person is no longer authorised to give instructions in accordance with the Terms.

6.3.2 If an attorney or other agent has been appointed by you or on your behalf, we will need proof that they have been properly appointed including, where applicable, evidence that the document appointing them has been appropriately registered before we will accept them as an Authorised Person.

6.3.3 Once we have accepted that the appointment of your Authorised Person is valid, we will continue to act on the instructions of that person until we receive notice to our reasonable satisfaction that that person no longer has authority to give us instructions for your KQ Account.

## 6.4 Third parties

If our Service Permits

6.4.1 You may authorise us to disclose information about your KQ Account and related Provider's Account to a third party and/or authorise us to accept instructions from a third party for your KQ Account and Investments:

- (a) in your Application; or
- (b) at any time during the course of our relationship, by completing a third-party authority form.

6.4.2 You will, at all times, remain fully responsible for the operation of your KQ Account by any authorised third party including any Authorised Persons.

6.4.3 We will not be able to accept payments, subscriptions or payments to your Providers' Account or withdrawal instructions or changes to your personal details from any third party who you have authorised to give us instructions in relation to your Providers' Account and Investments unless that person has been formally appointed to operate your Providers' Account (for example by power of attorney) and we have accepted them as an Authorised Person.

6.4.4 When we receive instructions from a third party seeking to operate your KQ Account, we may, but do not have to, ask for proof of their authority to act, and may require them to verify their identity. We will not be responsible for the consequences of any delay in processing the instruction as a result of making any such request.

6.4.5 We will continue to accept instructions from any third party authorised by you until we receive written notice from you (or any other appropriate judicial or regulatory body) revoking that authority.

## 6.5 KQ Account Security

6.5.1 You must use the Security Details that we give you to access your KQ Account and to give us any instructions.

6.5.2 You must take all reasonable precautions to keep safe and prevent fraudulent use of your Security Details. You must take reasonable care not to disclose, or to allow the disclosure of, your Security Details. Please note we will never ask for your password over the telephone. You should not respond to any unsolicited emails which look as if they originate from us which ask you to enter your password or personal information. We will never issue emails of this type unless specifically requested by you to do so.

6.5.3 We may rely on any instructions that we receive whilst your KQ Account has been activated using your Security Details.

6.5.4 In addition, you will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using your Security Details, unless you establish that the relevant instruction is not an authorised instruction and either:

- (a) we acted upon the relevant instruction after you had told us, or we otherwise had actual notice, that your Security Details or any other access details in relation to your KQ Account had been disclosed to or otherwise obtained by an unauthorised third party or if the safety of these Security Details was in jeopardy; or
- (b) the unauthorised use of your Security Details or any other access details in relation to your KQ Account (and our reliance on the relevant instruction) did not result from your failure to take reasonable care to protect such details or otherwise to comply with your obligations under these Terms.

6.5.5 You should change your Security Details and contact us immediately if you know or suspect that any of your Security Details or any other access details in relation to your KQ Account have been disclosed to, or obtained by, an unauthorised third party or if the safety of these Security Details may be in jeopardy.

6.5.6 We will act on any instructions given in accordance with our stated procedures that appear, in our reasonable opinion, to be valid, and have no duty to make any further enquiries in relation to such instructions.

6.5.7

## 6.6 Risks of online communication

6.6.1 We will take all reasonable measures to make sure that the security of our systems is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:

- (a) technical failure or corruption;
- (b) error or delay; or
- (c) misuse, fraudulent use or access by unauthorised persons.

6.6.2 We will not be liable for losses caused as a result of anything that is outside our reasonable control.

- 6.6.3 We recommend you and any person acting on your behalf use anti-virus software on your computer or any other electronic device that you use to access our Services.
- 6.6.4 You accept that, from time to time, sending information through the internet may be unavailable, interrupted, or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.
- 6.6.5 Communications between us through the internet, by phone or other means are not guaranteed to be secure or reliable. For that reason, we advise that you do not include your Client Reference or KQ Account number in any email communication with us.
- 6.6.6 You are responsible for ensuring you have suitable working facilities that enable us to communicate in order for you to use our Services.

## 7 AVAILABILITY OF OUR SERVICES

- 7.1 We will make reasonable efforts to make sure that our Services are available to you, but we cannot promise that you will always be able to access our Services. In particular, we may, from time to time, have to suspend our Services to maintain or upgrade our Website, or you may not be able to access our Services because of disruptions to our Website, problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will not be liable to you if our Services are unavailable through our Website.
- 7.2 If you are unable to use our online Service, you may still use our Services in any one of the ways we provide for you, as explained in our Contact us Page.

## 8 OPERATING YOUR PROVIDER'S ACCOUNT WITH PROVIDERS

Our Service facilitates you opening Provider's Account with Providers:

- 8.1.1 You authorise us to disclose information given for or about your KQ Account to a third party and/or authorise us to accept instructions from a third party for your KQ Account or Provider's Account with Providers and Investments:
    - (a) in your application for a Providers' Account; or
    - (b) at any time during the course of our relationship, by completing the relevant instruction.
  - 8.1.2 You will, at all times, remain fully responsible for the operation of your Provider's Account by any authorised third party including any Authorised Persons (and us provided we have implemented your instruction correctly).
  - 8.1.3 We will only facilitate your payments, or subscriptions to your Provider's Account with a Provider or withdrawal instructions or changes to your personal details held if you have completed the relevant application process and you or a person has been formally appointed to operate Provider's Account for you and has been accepted by us or the Provider to do that.
  - 8.1.4 When we receive instructions from a third party seeking to operate your Provider's Account with a Provider, we may, but do not have to, ask for proof of their authority to act, and may require them to verify their identity and conform to our requirements so that they may become an Authorised Person. We will not be responsible for the consequences of any delay in processing the instruction as a result of making any such request.
  - 8.1.5 We will continue to accept instructions from any third party authorised by you until we receive written notice from you (or any other appropriate judicial or regulatory body) revoking that authority.
- 8.2 The Provider will set out how you may operate your Provider's Account through them. Section B sets out the core relationship between you, us, and a Provider.

## 9 HOW WE COMMUNICATE WITH YOU

### 9.1 Method of communications

9.1.1 Our Services are provided exclusively as online services and therefore you may only give us instructions through Our Website including the options to give instructions given in the Contact Us Page. You may call us using the number provided on our website with any questions or if online communication is not available.

9.1.2 We will normally communicate with you securely online including via email but may also choose to contact you by telephone. Either way we will communicate with you using the most recent contact details that you have given us, and we hold on your records.

9.2 If we need to communicate with you by post, we will communicate with you by post using the most recent postal address that you have given us;

9.2.1 unless you tell us otherwise by contacting us directly.

9.3 If we make material changes to our Agreement, we may send you notice by email or by post.

9.3.1 All correspondence and notices sent by us shall be deemed to be received by you when despatched if sent by email, or 2 Business Days after posting if sent by first class post to addresses within the UK, or 4 Business Days if sent by second class post to addresses within the UK, airmail post to addresses outside the UK. However, the Terms will not apply to any correspondence or notice if:

- (a) such correspondence or notice is returned to us undelivered; or
- (b) you establish that you did not receive it at your address within the relevant period or at all; and
- (c) any such delay or failure in receipt was not a result of your omission to inform us of a change of your address in accordance with your obligation to do so under these Terms.

9.4 We will make reasonable efforts to contact you using the contact details that you give us but if our emails bounce or our correspondence is returned marked, "gone away" or your phone number is no longer active we will not send any further communications to that address.

9.5 We will take reasonable steps to try to contact you to get your new details, but we do not have to send further communications until you provide us with correct details. The Terms provide further information on the action we may take if your Provider's Account contains unclaimed Investments.

9.6 You must tell us without delay if your or their contact details change.

9.7 Recording communications between us

9.7.1 You agree we may record and/or monitor telephone conversations, email, or other communications between us to comply with applicable Regulatory Requirements, to record instructions that you give us and for training or research purposes. These records form part of the information that we hold about you and will be handled in accordance with the Regulatory Requirements and related Policies. We will retain records for at least the period required of us by Regulatory Requirements

9.8 Communicating with third parties

9.8.1 If agreed with you, we will send copies of communications to your agent, attorney, delegate, employer or any other third party nominated by you. This may incur an additional Charge (as set out in our that or those documents that explain our charging).

9.9 Reporting

9.9.1 The Account Provider is responsible for reporting to you on the activities on your Provider Account.

9.9.2 If you ask us, we may receive from the Account Provider for your paper copy statements, reports or ad hoc valuations. We may charge for this Service as set out in that or those documents that explain our charging.

9.9.3 You must monitor the reports that you receive and tell the Account Provider immediately if you notice:

(a) any error or omission in any contract note or other report that we send or make available in relation to your Providers' Account;

(b) you have not received confirmation of a trade that you are expecting; and/or

(c) there have been any unexpected transactions.

(d) If you let us know, we will assist you to resolve the matter

9.9.4 We may not be able to take any action to correct any problems if we are not told of a concern within 24 hours of the report being issued to you.

9.10 Account statements and illustrations will be made available to you online as set out in the Regulatory Requirements.

9.11 Information that we provide to you

9.11.1 You may download or print individual sections of the Website and information from websites linked to it strictly for use in relation to your KQ Account, provided that you keep intact all copyright and proprietary notices, but you must not reproduce or distribute any material without our consent. Our Website's terms of use deals with these issues.

9.11.2 Any news, prices, and other information that we give you is provided solely to help you make your own investment decisions and is not a personal recommendation or financial advice. It is also not an offer by us to buy, sell or otherwise deal in any particular investment.

9.11.3 When we provide market information, we use sources we believe to be reliable. If we use an independent information provider to provide that market information, we will use all reasonable care to make sure that the provider is suitable, but, because we have no control over the information sources, we cannot guarantee that the market information is accurate, complete, or timely, or that it will always be available to you.

9.11.4 Market information is not necessarily available to you through all of our communication channels. You should satisfy yourself that market information is reliable before you make any decisions or take any actions based on it. We are not responsible for any decision or action you take or any loss you or anybody else may suffer as a result of your decision or action.

9.11.5 We are not responsible for the contents of any information that we send to you that has been prepared by a third party (for example a Provider or investee company).

## 10 OUR CHARGES AND FEES AND PROVIDERS FEES AND CHARGES

Charges associated with the Service.

10.1 Using our Service to learn more about Accounts and how you can use them is free.

10.2 Using the free services made available to KQ Account holders at no additional cost, is not charged for.

10.3 You will be due to pay our Charges when they become due to be paid under your KQ Account. We will only charge you and you will only be due to pay our charges if you:

10.3.1 Ask us to provide you with or you use those KQ Services that are not free to use.

10.3.2 Payment for those services will be due to be paid by ban transfer within such time periods as we notify you at the time.

#### 10.4 KQ remuneration

10.4.1 As we do not charge you directly for services in relation to Provider Accounts, we thought it appropriate to explain our remuneration.

10.4.2 KQ Markets have arrangements with certain Account Providers, by which we are remunerated by them for the service enhancements we provide to them in the provision to you of their services. The remuneration paid to us from them does not affect the charges you pay to them. We are paid from the Account Providers operational budgets. This means that if you did not use KQ Markets you would not pay a lower charge to the Account Provider

Unless we have told you the service is not free to use you will not be asked to pay a fee or charge to us

#### 10.4.3 Other Fees.

(a) The Provider Account will have charges associated with it;

(i) The Providers fees and charges are explained and narrated in their documentation.

(b) Certain classes of Investments that may be available through a Providers Account have costs duties and charges associated with them.

10.5 The documents that explain our charging sets out the current fees and charges and these may change before you decide to make a withdrawal. Please ensure you check the fees which apply before you seek to make a withdrawal.

10.6 The Providers charge for their services. We will ensure that the costs of that service provision and how it impacts you and the KQ Accounts and providers services will be clearly set out to you. We may do this ourselves for example through the documents that explain our charging, or the Provider will do that.

10.7 You are liable to pay the charges and fees, you authorise us to take and the Provider to make payment from any of the Provider's Account or arrangements you hold through KQ Markets.

### 11 YOUR PAYMENTS AND TRANSFERS INTO YOUR PROVIDER'S ACCOUNT.

11.1 You can make payments of Cash to your Provider's Account through using the arrangements they offer you, but you must observe the rules applicable to your Provider's Account, and the rules we set out in our Website which reflect our Partners' terms and you can do this on a single or regular basis.

11.2 When a Cash payment is made into your Provider's Account this Cash is paid directly from the paying bank account to the appropriate bank account used for the Provider's Account. No Cash is held by us in the KQ Account.

11.3 Once you have signed up to a Provider's Account you will choose one of the Investments available through your Provider's Account.

11.4 The Account Provider may decline to accept any payment or transfer into your Provider's Account entirely at their discretion (for example, if it does not comply with the requirements of Provider's Account or is not an Investment).

11.5 Any payment, or transfer into your Provider's Account or investment income should be credited to your respective account within the time periods required by the Regulatory Requirements. We will not be responsible to you if the payment or is not applied to your Provider Account when you anticipate.

11.6 Transfers from other investment accounts may not be permitted.

- 11.7 If Account Providers do decide to accept transfers other than in Cash, they will only accept investments if satisfied that:
- (a) You have completed the transfer form and the ceding person or arrangement will be able to transfer cash and investments in a timely manner;
  - (b) The investments to be transferred will be permitted;
  - (c) you are entitled to be the legal or beneficial owner of the investments; or
  - (d) they can verify to our reasonable satisfaction the identity of the person from whom the Investments are to be received and that that person is the legal or beneficial owner of the Investments or holds the investments on your behalf.

Otherwise the asset may have to be sold and the cash applied to your account

## 12 CHOOSING YOUR INVESTMENTS

If you use administration services through KQ Services, then:

- 12.1 we may ask you to choose from a range of Investments, when you first open your Provider's Account.
- 12.2 You should ensure you are aware of fees and charges applying to your Investment selection. Details of these fees and charges are set out in the documents that explain your Provider's Account. It is your responsibility to determine whether any Investment is appropriate for you.
- 12.3 You may buy and sell any one or more Investments by giving an Order to the Account Provider.
- 12.4 If an unexpected Payment or transfer is received into your Provider's Account we will notify you of this as soon as is practical. No Order shall be placed until we receive confirmation from you of your intentions. If we do not receive any confirmation from you within 3 working days our independent custodian may be required to return the cash to you without placing an Order.
- 12.5 If you utilise an Account providers margin facility (which means that you borrow against the strength of the Investments and cash in your Provider Account) you should be aware that this may give the Account provider the ability to force sale of your Investments without contacting you, and you may lose more money that you have invested.

## 13 INVESTMENTS

No investments or cash can be held in the KQ Account. If you use Investment services through KQ Services, then:

- 13.1 We will only process Orders for or accept through our Service instructions to transfer that are available through your Provider's Account.
- 13.2 The range of Investments available through your Provider's Account may be changed at any time by the Provider and may require the sale (or if permitted by applicable Regulatory Requirements, the transfer or withdrawal) of Investments which have been removed from the range of Investments. There may be occasions when you will not receive advance notice, for example when the change is:
- 13.2.1 required immediately to comply with Regulatory Requirements;
  - 13.2.2 as a consequence of circumstances outside the Providers control, or the terms of the Providers service; or
  - 13.2.3 required immediately in order to protect your interests or the Provider's interests.
- 13.3 If any such change affects your Provider's Account, we will notify you via Our Website or email of the change and the options available to you.

- 13.4 In order to be able to place an Order on your Provider's Account, which includes, but is not limited to, regular trading and any dividend re-investment, you must provide us with the following your:
- 13.4.1 Forename;
  - 13.4.2 Surname;
  - 13.4.3 Date of Birth;
  - 13.4.4 Nationality;
  - 13.4.5 Natural Personal Identifier; and
  - 13.4.6 (only if appropriate) Legal Entity Identifier.

We are required to hold the information set out in this clause to ensure we meet our Regulatory Requirements.

- 13.5 Investments held in your Provider's Account may have their own charges which include initial charges, ongoing charges, and dilution levies. We are not responsible for telling you about these charges. However, they may be available in the regulatory documentation relating to the Asset.
- 13.6 You cannot use the Investments held in your Provider's Account as security for a loan.
- 13.7 Providers may use an independent stockbroker to deal in the Investments in your Provider's Account.

## 14 CUSTODY

We do not provide custody or client money services.

- 14.1 Investments are held through your Provider's Account as prescribed by the Regulatory Requirements by the Providers. We arrange only the safeguarding and administration of these Investments, with them. The Provider's terms referred to in Section B set out the arrangements made for custody of the Investments in your Provider's Account. We and the Providers may use an independent Custodian to deal and hold the Investments in your Provider's Account, provide cash payment services, asset price and information data and perform client money and asset reconciliation in accordance with Regulatory Requirements. Ownership of the Investments in your Provider's Account is in the name of the Providers nominee, as set out in the Section B terms, or a nominee controlled by them.
- 14.2 Cash received from or in respect of you, by way of Payment, transfer in or investment income, will be held through your Provider's Account in accordance with the Regulatory Requirements placed on the Providers.
- 14.3 Interest may or may not be paid on cash balances held through your Provider's Account in the circumstances set out in that or those documents that explain our charging, and if nothing is set out in Our Website or that or those documents that explain our charging, no interest will be paid to you. If interest is paid you consent to us or our Partners retaining interest (as a percentage or as an actual amount) that we may retain from the gross interest received that is disclosed to you by us.

## 15 DEALING IN INVESTMENTS & POLICIES FOR YOUR PROVIDER'S ACCOUNT

- 15.1 All dealing will be subject to the Order Execution Policy of the Providers and the rules, regulations, customs, and market practice of the Execution Venue in which the transaction takes place. If there is a conflict between the rules and regulations of the Execution Venue and these Terms, the rules and regulations of the Execution Venue and will take precedence and will apply.
- 15.2 Because of the complex nature of our business, circumstances may exist which give rise to a conflict between our, or our Partners, respective interests or between you and another customer. To make sure that we take these into account when we execute your Order, we have implemented a Conflicts of Interest Policy. This explains how conflicts of interest can arise and the arrangements we have for managing them.



15.3 Policies on order execution and conflicts of interest are available on request via Our Website. The Services we provide under our Agreement will be provided in accordance with these policies which may be amended from time to time. The current versions of these policies are also available on our Website on request.

## 16 ORDER EXECUTION

16.1 Orders to deal in Investment are normally routed by us to the Providers for execution as determined by the Order. Orders may be aggregated with other customer orders and bulked prior to execution by the Providers.

16.2 The purchase price for any Order is determined as explained in the Providers Account.

16.3 You agree that if at any stage it is determined that your Providers' Account has been allocated investments in error, you will notify us as soon as you become aware of this fact and otherwise upon you notifying us or our notifying you, you shall take all reasonable steps as requested by us to assist us with correcting the error (including your executing any necessary agreement, notices, declarations or deeds) as soon as possible and if you cannot we are authorised by you to execute such formalities on your behalf.

16.4 Your Orders may be executed by the Providers or by an independent stockbroker selected by the Providers.

16.5 An Order may be delayed, or not executed by the Provider if:

16.5.1 there is reasonable cause to believe that the proposed transaction may constitute market abuse or market timing, or we otherwise have reasonable cause to be concerned that the placing of the Order may breach Regulatory Requirements;

16.5.2 there is reasonable cause to suspect that the Order was not placed by you or someone that we have agreed may operate your Provider's Account on your behalf/that the Order has been placed fraudulently;

16.5.3 our Partners believe that you do not have a legal right or authority to deal in the Investments;

16.5.4 your Order does not meet the minimum investment criteria for what you want to buy;

16.5.5 if you have asked us to submit an Order for you, but we do not have the information from you to meet the current criteria set for us to process an Order of the Provider;

16.5.6 you do not, or will not as a consequence of the Order, have Cash enough to pay Charges or the purchase; or

16.5.7 extreme market conditions exist, and we or our Partners or the independent stockbrokers have stopped taking trades in either one Investment or Investments in general.

16.6 The Account Provider will tell you if there has been a delay, or they are unable to execute your Order (unless prevented from doing so because of Regulatory Requirements).

16.7 Our record of the time of receipt of any instructions received from you about an Order will be conclusive unless it is obvious that it is wrong.

16.8 Order confirmation is dealt with by the Providers.

16.9 Settlement of Orders is dealt with by the Providers.

16.9.1 If there are delays beyond the Providers control in the settlement of a transaction, the Providers can delay settlement of any subsequent sale or purchase until the first transaction has settled and been delivered.

16.9.2 Your contract note will confirm the relevant settlement date for the transaction.

16.9.3 Your Provider's Account with the Provider will be debited immediately as described in Section B.

16.10 Cancelling your Orders

- 16.10.1 Once an Order from you and has been acted on, you will not be able to change that instruction.
- 16.10.2 If you tell us that you wish to cancel an Order, we will use reasonable efforts to halt the execution of the transaction. However, we will not be liable for the financial consequences to you if we are unable to stop the execution of the Order (for example if your Order has already been transmitted to a third party for execution).
- 16.10.3 We may cancel any duplicate or repeated instruction you give to us where the circumstances indicate that your intended transaction has been split into smaller Orders to take advantage of any market limitations or restrictions.

## 17 INCOME AND DIVIDENDS

- 17.1 You agree that any income and dividends received from the Investments in your Provider's Account may be invested in your Provider's Account in accordance with your Instructions, and if no Instructions are received will remain in your Provider's Account as cash.
- 17.2 The relevant Provider will deal with instructions.

## 18 RIGHTS RELATING TO YOUR INVESTMENTS

- 18.1 If there are any rights attaching to your Investments (other than the right to sell), we are under no obligation and will not exercise any voting rights to the extent there are voting rights attached to any underlying investments in your Provider's Account. If you want to exercise any rights that are available to you in an Investment please let us know and we will let you know what can be done within the Regulatory Requirements and the costs of so doing.
- 18.2 If there are any rights (other than the right to buy and sell) attaching to your Investments your Account Provider will tell you how it deals with those.
- 18.3 The relevant Provider will deal with investment and dividend instructions.

## 19 WITHDRAWING INVESTMENTS FROM YOUR KQ ACCOUNT

There is no cash nor assets held in a KQ Account.

- 19.1 You may only remove an Investment from your Provider's Account at a Provider, if the Providers agrees and you are prepared to meet the costs of any such removal.

## 20 CHOOSING A KQ ACCOUNT.

- 20.1 You are responsible for choosing a KQ Account and any Provider's Account.

## 21 PAYMENT OF DEATH BENEFITS, OR YOUR WINDING UP OR CLOSURE

- 21.1 When you open your KQ Account and at any time whilst your KQ Account is open, you may use our Service to give your wishes, or if appropriate directions about what you would like us to do with your Providers Account on your death. What will actually happen will be at your executors and Provider's discretion in terms of the Providers' Account.
- 21.2 The relevant Provider will deal with the realisation of the value of your interests held with them, as set out in their terms.
- 21.3 Payments or transfers on death
- 21.3.1 Your Personal Representatives should tell us about your death as soon as possible and let us have any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your Provider's Account.

21.3.2 These Terms include any charges payable will continue to bind your personal representatives until your KQ Account is closed.

21.4 If you are a company or similar legal entity and you are to wind up or close down your operations, whether because you are insolvent or not, the person who is responsible for this should contact us with such proof of authority to deal with your affairs as we reasonably ask for.

## 22 CLOSING KQ ACCOUNTS

22.1 Closing your Account.

22.1.1 A KQ Account cannot be closed other than by:

- (a) exercise of your cancellation rights on opening an KQ Account;
- (b) you have exercised such other options as are permitted under the Regulatory Requirements;
- (c) your death; and
- (d) the terms of this clause Closing KQ Accounts

22.2 Closure by you

22.2.1 Subject to Regulatory Requirements, you may tell us that you want to close your KQ Account. You can do this at any time by giving us prior notice in writing. Our Agreement with you will end once we have processed all outstanding instructions received from you due on your KQ Account.

22.2.2 The relevant Provider will deal with the realisation of the value of your interests held with them, as set out in their terms.

22.2.3 Our charges, if any, will continue to be due until the completion of your Instruction.

22.3 Suspension of an Account or closure by us

22.3.1 We may close your KQ Account at any time by giving you 30 days' prior notice in writing, subject to Section B and its application to Provider's Account.

22.3.2 We may suspend or close your KQ Account and end our Agreement with you immediately by giving you written notice if:

- (a) the law requires us to do so, or we are unable to meet our obligations;
- (b) we are not provided with satisfactory evidence of your identity and so cannot complete our anti-money laundering checks;
- (c) you do not comply with these Terms (as they apply to you) in a material way;
- (d) there is any concern as to who owns the Investments in your Providers' Account;
- (e) all the Account Provider's Accounts are terminated
- (f) you do not pay sums due under these Terms;
- (g) you behave towards us in a way that we consider abusive or unreasonable;
- (h) after making reasonable efforts to do so we cannot contact you using the details that you have given us;
- (i) you are using your KQ Account for an illegal purpose;

- (j) you are using your KQ Account for market timing or similar activity;
- (k) you are using your KQ Account to provide business services to another person;
- (l) You have died or if a company or similar legal entity your business has wound up, and/or
- (m) you give us, or we become aware that you have given us, false or inaccurate information, but for which, we would not have opened a KQ Account for you, or because of which we are no longer able to perform the Services.

22.3.3 Where the circumstances relate to the conduct of your KQ Account or communications with us, we may suspend or close your KQ Account if any of these circumstances apply to anyone authorised to communicate with us on your behalf.

## 22.4 Effect of closure

22.4.1 When notice of closure has been served:

- (a) we will execute any current instructions that you or an Authorised Person has given us, but we will no longer accept new instructions; and
- (b) you must settle all charges and sums due in respect of any unsettled transactions that are due to us or as a result of the closure of the KQ Account.

22.4.2 When notice of closure has been served:

- (a) You may receive a new Providers Account.
- (b) We will not be entitled to deal with the Provider for you.

22.4.3 When notice of closure has been served we may:

- (a) If you do not settle our Charges, deduct from Provider's Account balance any sums that are due to us from you including any sums that you owe us in relation to any other accounts that you hold with us, and
- (b) tell the Account Provider we no longer act for you.

22.4.4 We will have no further liability to you once any Investments remaining in your Providers' Account have been transferred.

Closure of your KQ Account will not affect any legal rights or obligations that have already arisen.

If our Services are stopped or suspended, we can, in the circumstances set out in this Agreement, we may take your instructions to sell your Investments and to hold the proceeds in your Providers' Account until the Provider receives instructions from you to transfer out or withdraw the Investments.

22.4.5 Your Personal Representatives should tell us about your death as soon as possible and let us have any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your KQ Account.

22.4.6 These Terms including any Charges payable will continue to bind your personal representatives until your KQ Account is closed.

## 23 INCAPACITY AND POWER OF ATTORNEY

23.1.1 In the event of your legal incapacity, our relationship will be suspended automatically upon our receipt of written notice unless and until you have granted a power of attorney under which we can continue to act, or another person becomes entitled to act on your behalf. We reserve the right to require proof or further details of your legal incapacity.

23.1.2 When your rights can be exercised by someone else, we will continue to administer the KQ Account in accordance with their instructions until such time as that power is revoked.

## 24 OUR AND YOUR LIABILITY

24.1 You acknowledge that the KQ Account and all payments made by you are held by and administered by Providers, and KQ Markets shall have no liability in the event that you suffer any loss or damage as a result of their failure to properly protect or administer your Account. Any issues or disputes with our Partner should be handled in accordance with their terms.

24.2 Under these Terms we will only be liable to you, the KQ Account holder. We will not be liable under these Terms to any third party whom you have authorised to operate your KQ Account.

24.3 We are not responsible for any losses you suffer in relation to the Services that we provide, unless:

24.3.1 these losses arise because we:

- (a) are negligent or fraudulent; or
- (b) knowingly or recklessly fail to comply with the Regulatory Requirements or these Terms, or otherwise materially breach the FCA Rules or these Terms;
- (c) have failed to transmit your instructions we have agreed with you in writing will be sent through our Service so that consequently any of your instructions are not executed by a Provider;

24.4 We are not responsible for the default, insolvency or other failure by a third party bank or settlement agent, clearing agent, depository, clearing or settlement system or any participant in one of them, or any Provider or Provider's agent with whom any Order that you give us is placed; but where we have acted in good faith but have not correctly transmitted any instructions that you have given us that we have confirmed we would in accordance with these Terms, and you have been unable to take reasonable steps to correct the matter directly we will restore your Provider Account to the condition it would have been in had the incorrect transaction not taken place.

Once we have done so, we will have no further liability to you. The Provider of your Provider's Account will have separate provision for those arrangements.

24.5 We will not be responsible in any circumstances for any loss that you suffer because:

24.5.1 the value of your Provider Account goes down;

24.5.2 of circumstances outside our reasonable control, including but not limited to, delays in transmitting your Orders, changes in market conditions (including price fluctuations) before your Order is executed by your Provider and any change in the law;

24.5.3 it arises from circumstances that we could not have reasonably anticipated when you gave us your instructions;

24.5.4 of any delay which occurs whilst we verify your identity (or the identity of anyone acting on your behalf, or any other person authorised by you to make payment to the Providers Account or give instructions on your KQ Account or Provider's Account or any entity through which you seek to contribute to your Provider's Account, or any person associated with such an entity) or your instructions;

24.5.5 we have, in good faith, acted on instructions that appear to be valid and given in accordance with our stated procedures;

24.5.6 our website, and related systems are unavailable (unless this arises as a result of our negligence);

24.5.7 you have provided us with inaccurate or ambiguous information;

24.5.8 you are unable to communicate with us partially or at all, using the internet;

- 24.5.9 of any machine or software malfunction;
  - 24.5.10 you have failed to provide us with any information which we require;
  - 24.5.11 of any error in data transmission; or
  - 24.5.12 of your operating error.
  - 24.5.13 If we cannot perform our obligations by reason of any circumstances beyond our reasonable control, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our clients.
- 24.6 We will not be liable to you for loss of business, contracts, profits, anticipated profits, or anticipated savings however caused.
- 24.7 We do not exclude or restrict liability in any circumstances where liability cannot lawfully be excluded or restricted.
- 24.8 You will be liable:
- 24.8.1 for any Charges reasonably and properly incurred under our Agreement or as a consequence of your breach of our Agreement;
  - 24.8.2 for the results of any error on your part or on the part of any other person even though we may, in our discretion, try to remedy the error; and
  - 24.8.3 for the results of any instruction being unclear or ambiguous.
- 24.9 You do not have any liability to us for claims, demands, liabilities, losses, expenses, or costs (including costs of any third party) that we bear as a result of a breach of our obligations to you (including breach of FCA Rules) or of our negligence, wilful default, or fraud.
- 25 OUR RIGHTS IF YOU DO NOT COMPLY WITH OUR AGREEMENT (INCLUDING OUR RIGHT TO SELL YOUR INVESTMENTS)
- 25.1 If you do not pay money due to us you will be in breach of our Agreement, we may ask (and by these terms you authorise us to do so) a Provider to sell Investments or make available cash to us, and to apply it to the repayment of that debt when due.
- 25.2 We may charge you interest on any money that you owe us at a rate of 2% above the prevailing Bank of England variable base rate, calculated on a daily basis from the date the money becomes due until full payment has been received by us.
- 25.3 If you do not pay money due to us we may combine all or any credit balances on any Provider's Account that you hold with us and may use the credit balances to reduce any sums you owe to us (this is called a right of set-off).
- 25.4 If we choose to sell your Investments in these circumstances, we will sell Investments in accordance with the Terms.
- 25.5 The net proceeds of any sale, after deduction of our Charges, will be used to reduce your liabilities. You may keep any money that is left after that.
- 25.6 If the proceeds of sale are not enough to cover the amount you owe us, you are still liable for the shortfall and must pay this to us immediately.
- 26 YOUR OBLIGATIONS
- 26.1 To help prevent fraud and protect your Accounts and Assets, you must: (a) keep your Security Information secret at all times and not disclose it to anyone; (b) take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others; and (c) contact us without undue delay using the

contact details provided if you know or suspect that someone knows your Security Information or is impersonating you.

- 26.2 If you cannot access us and need to contact an Account Provider, you can and should use their contact arrangements with you, particularly if time is of the essence for you.
- 26.3 As we do not execute Orders but may in conjunction with you transmit Orders to your Provider, you should take appropriate action with your Provider to minimise loss occasioned by your actions or omissions or errors directly with the Provider.
- 26.4 You must tell us whenever your contact details change, because we will use the most recent contact details on our records whenever we send you correspondence. If you do not tell us: (a) the security of your information could be at risk; and (b) you might not receive communications which could be important, including notices about changes to the Account. If we are unable to contact you because you have not kept your contact details up to date, and the reason we tried to contact you was to notify you of a change or an event that affects an Account or Investment or you, then the change will be applied as set out in that notice.
- 26.5 You must also tell us without delay if your residency or citizenship status changes or if there is any other material change to the information you have given us as this may affect the services we provide. You must give us any information we reasonably require about your identity or affairs.
- 26.6 You must ensure that your information can be accessed or used only by people who have your permission to do so.
- 26.7 You must check any confirmation of transactions or statement that we send you when you receive it and contact us immediately without undue delay if you think it is inconsistent with your Instructions or there is any inaccuracy.
- 26.8 You must pay for fees and charges as they become due under the KQ Account or Providers' Account.

## 27 LIMITS ON OUR LIABILITY TO YOU

- 27.1 We are not liable to you for any Losses unless directly caused by our negligence, wilful default, or fraud (for example, KQ Markets would be liable to you if we negligently failed to pass on an instruction to a Provider).
- 27.2 We are never liable to you for: (a) any Losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid; or (b) any Losses that we could not reasonably have anticipated when you gave us an Instruction; or (c) any loss of business, loss of goodwill, loss of opportunity or loss of profit.
- 27.3 We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached the Agreement as a result.
- 27.4 KQ Markets is responsible only for the Accounts and services we provide, and any actions or omissions undertaken in the course of providing them. Our liability to you will not exceed the fees paid by you to us directly for the particular KQ Service that has given rise to the act or omission causing any such claimed.
- 27.5 In addition to this clause, depending on which services you choose, different liability provisions may apply for particular services, as set out in the terms for those services.
- 27.6 Nothing in the Agreement will exclude or limit any duty or liability: (a) we may have to you under Regulatory Requirements; or (b) that applicable law does not allow to be excluded or limited.

## 28 YOUR RIGHTS.

28.1 Your rights are set out in these terms. In certain circumstances you may have rights to compensation through the Financial Services Compensation Scheme (FSCS). Please see Compensation or visit FSCS's website for more details on this see <https://www.fscs.org.uk/>.

## 29 COMPLAINTS.

29.1 If you would like to make a complaint about our Service or the way in which we have managed any of the elements of this Service, or our Partners you can let us know in the normal way you communicate with us or email us to let us know through any of the media set out in our Contact us Page.

29.2 You can find further information on our complaints procedure in our Complaints Handling procedure and (where applicable) which is available on our Website.

29.3 If you are not satisfied with the way, we handle your complaint you may be able to refer your complaint to one of the following organisations:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
T: 0800 0234 567  
Further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If there is a change to these contact details, you will be able to find those from the Ombudsman.

## 30 COMPENSATION

30.1 Your Provider's Account may be covered by the Financial Services Compensation Scheme (FSCS). If your Account Provider carries out your business from outside the United Kingdom, they are unlikely to be covered by the FSCS. Under the FSCS you may, in certain circumstances, be entitled to receive compensation if we are unable to meet our obligations to retail clients, for example, if we cease trading or become insolvent.

30.2 The FSCS was set up mainly to assist private individuals in the United Kingdom although smaller businesses and smaller charities are also covered.

30.3 The amount of compensation that you may be entitled to receive under the FSCS depends on the type of business being carried out and the circumstances of the claim. Most types of investment business are covered, as at the date of our Terms, up to £85,000 for any one claimant, but we do not offer investment business, that is what your Account Provider makes available to you. These limits may change from time to time. Please note that compensation limits apply to your total holdings with an organisation in relation to each category of claim and therefore each limit includes all the investments or all the cash that you hold across your accounts with one organisation. Depending on your claim the limits may apply to each of our Partners separately.

30.4 Please note that the FSCS does not protect against market volatility. In addition, compensation arrangements in overseas jurisdictions may differ to those in the UK.

30.5 FSCS may extend to your KQ Account but only if we extend our Services to include savings and investments. Further information on the FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 31 HOW AND WHEN WE WILL VARY OUR TERMS AND CHARGES

31.1 We may vary these Terms and our Charges at any time if we have a valid reason to do so. We consider the following to be valid reasons:

31.1.1 to respond proportionately to changes in Regulatory Requirements;

31.1.2 to comply with any decision or recommendation of a legal body or legal decision;



- 31.1.3 to reflect good industry practice or changes in the operation of the markets;
- 31.1.4 as a result of changes to our systems and processes and the way our business operates, or any changes to or affecting any third parties with whom we engage whilst providing the Services;
- 31.1.5 to remedy obvious errors; or
- 31.1.6 to proportionately reflect legitimate cost increases in, or restructures of, the Services we provide.

31.2 If we vary these Terms to your disadvantage or vary our Charges for a reason that is not specified in our Agreement with you, we will give you 30 days' prior notice in writing, except as set out in these Terms.

31.3 Whenever we give you notice of a material amendment that is to your disadvantage, you will be able to close your KQ Account during the notice period specified in accordance with your current Terms. If you do not do this, you will be deemed to have accepted the change.

31.4 In the case of changes that we have to make for the purposes of complying with Regulatory Requirements, we may vary these Terms with immediate effect.

## 32 WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

32.1 **Availability of our website.** Please note that we do not guarantee that the Services, our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons, but we will always try to give you notice if this happens.

32.2 **Suspending your KQ Account.** We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

32.3 **Potential threats.** If you know or suspect that anyone other than you know the details of your user account, please let us know through our Contact Us Page.

## 33 INTELLECTUAL PROPERTY.

33.1 We own or licence all intellectual property rights in our website, and in all of the material available on it. This material is protected by copyright laws and treaties around the world, and we reserve all rights in respect of this. You are not allowed to use any of our Intellectual Property except in the utilisation of our Service.

## 34 HOW WE MAY USE YOUR PERSONAL INFORMATION.

34.1 We will only use your personal information as set out in our Policy on this.

## 35 OTHER IMPORTANT TERMS

### **We may transfer this agreement to someone else.**

35.1 We may transfer (i) our rights and obligations under the Agreement or (ii) where we propose to transfer a group or class of clients' Accounts, an undertaking, business or part of an undertaking or business, or material part of our assets to another firm, we may transfer our rights, powers, obligations, and liabilities under or in connection with the Agreement, to a third party in either case without your specific consent, provided that.

(a) we reasonably consider that the transfer will not materially prejudice your rights under the Agreement; and

(b) you have not given notice terminating the Agreement on a date before the date of transfer.

35.2 You instruct and authorise us to transfer (and the Provider to act on those instructions) when we believe it is appropriate (i) your rights and obligations in respect of your interests with a Provider or (ii) where we propose to transfer a group or class of clients' accounts accessed through KQ Markets with a Provider and their cash and assets held with that Provider to another firm, we may transfer our, the Providers, and your rights,

powers, obligations and liabilities under or in connection with the Agreement, and your cash and assets to that other firm in either case without your specific consent, provided that

(a) we reasonably consider that the transfer will not materially prejudice your rights under the Agreement or the agreement you have with the Provider; and

(b) you have not given notice terminating the Agreement on a date before the date of transfer.

35.3 This will mean that the cash and safe custody assets will no longer be held through the then current Providers arrangements through a KQ Account, but by the new firm.

Transfer of cash held for you

35.4 Should we add client money services to our range of Services and where we intend to transfer cash held for you as Client Money as part of the transfer described, the provisions of this clause paragraph 35 will apply.

35.4.1 If the recipient is not authorised to accept deposits, we may transfer the cash in your Providers Account if either:

(a) we receive your specific consent or Instructions from you at the time of the transfer of our business; or

(b) the Client Money relates to the business that we are transferring, we have required the recipient to return your cash to you as soon as practicable at your request and one of the following conditions applies:

(i) the sums transferred will be held for you by the recipient in accordance with the Client Money Rules; or

(ii) we have exercised all due skill, care, and diligence in assessing whether the recipient will apply adequate measures to protect your cash; or

(iii) the amount of your Client Money is equal to or less than an amount that our regulators permit us to transfer without either of those conditions applying and it will be treated as Client Money or otherwise in the same manner as the treatment of money held in your Account after the transfer.

35.5 Transfer of assets to the recipient

We will transfer the safe custody assets held through your account with us from the safe custody arrangements effected by us to the arrangements put in place by the recipient. We will tell you what the safe custody arrangement of the recipient will be.

We will assess that the safe custody assets are subject to and conform with either the law applicable within the UK or if they will be subject to the law or market practice of a jurisdiction outside the United Kingdom, that they conform to that jurisdiction and we reasonably believe it is in your best interests to register or record those safe custody assets in that way, or that it is not feasible to do otherwise, because of the nature of the applicable law or market practice.

35.6 Giving you notice

35.6.1 We will normally give you 30 calendar days' notice (unless it is impracticable in the circumstances) of the transfer contemplated in this clause.

35.6.2 If for whatever reason we are unable to give you advance notice as set out in this clause, we will notify you no later than seven days after the transfer has taken place (or such later period as agreed with our regulators), setting out the details required of us, and:

whether or not the cash will be held in accordance with the Client Money Rules and if not how it will be held by the recipient;

the extent that the cash will be protected under a compensation scheme, if any; and  
that you may opt to have the cash returned to you as soon as practicable.

### 35.7 Effect of a notice of transfer of business

35.7.1 Where we give notice under this clause, on the date specified in the notice:

- (a) The recipient will acquire all the rights, powers, obligations, and liabilities it would have had, if it had been an original party to the Agreement in substitution for us;
- (b) if the transfer is to a recipient that is authorised to accept deposits, any cash we may hold as Client Money will cease to be held as Client Money and will be held as a deposit unless otherwise set out in the notice. To facilitate this, you consent to the recipient opening a bank account in your name and acknowledge that this account may not be a fully functional current account;
- (c) the terms of this Agreement as amended by the contents of the notice will be the terms of the new agreement between you and the recipient;
- (d) you will be released from any further obligation to us; and
- (e) we will be released from any further obligation to you.

35.7.2 For the purposes of giving you notice under this clause, if we are not reasonably able to serve notice on you personally, we may instead give you notice by publishing a notice of the transfer in any newspaper of general circulation.

### 35.8 Transferring your rights and obligations under the agreement

35.8.1 You may not assign or otherwise transfer any of your rights or obligations under the agreement to anyone else unless we have given you our prior written consent.

### 35.9 Legal/Tax matters

35.9.1 We will not provide you with legal or tax advice and recommend that you obtain your own independent advice.

35.9.2 Taxes and duties may be imposed by the government or other bodies on Services that we provide to you. We will tell you whether these taxes and duties will be included in our Charges or are detailed separately. You may have to pay them even if your Providers' Account is designed to take advantage of other relief or exemptions.

35.9.3 If we have to pay any tax liability that you incur on your behalf, we may recover these costs from you.

35.9.4 You will be liable for all other taxes that are personal to you in respect of your KQ Account, Provider's Account, Investments, and transactions through your Providers' Account. Your tax liability depends on your personal circumstances and may be subject to change in the future.

35.9.5 We will stop acting on your instructions until applicable taxes and duties along with any applicable third-party charges are paid by you.

35.9.6 We have obligations under the European Union tax rules which require us to provide certain information about you as the beneficial owners of your Investments or levy the appropriate rate of withholding tax to UK and other member states' authorities.

35.9.7 We are obliged under UK legislation, agreements, and tax treaties with worldwide jurisdictions to provide information on clients and withhold tax. We will endeavour to collect income on your behalf

under the appropriate rate of withholding tax, provided that we have the appropriate documentation from you.

**35.10 Nobody else has any rights under these Terms.**

35.10.1 These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

**35.11 If a court finds part of these Terms illegal, the rest will continue in force.**

35.11.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**35.12 Even if we delay in enforcing these Terms, we can still enforce it later.**

35.12.1 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

**35.13 Regulatory Compliance**

35.13.1 We conform to the Regulatory Requirements as they apply to us operating Our Service in the UK.

**35.14 Which laws apply to these Terms and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**General Risks of Investing**

Your Provider's Account are used for investment purposes. As we provide an execution only service, we do not provide any financial advice or make recommendations which means that any decision is made by you or on the advice of a financial adviser which you have appointed. If you are in any doubt you should consult a professional financial adviser.

With all investments your capital is at risk and the value of your Investments and the income deriving from it can rise as well as fall.

All investments carry an element of risk. There are general risks that apply to all investments and some which are specific to an individual type of investment. Listed below is important information about the risks of investing, please note that this is not an exhaustive list of all the risks associated with any particular investment. You should read any Key Investor Information Document (KIID), Key Information Document (KID) or Prospectus for any Investment or PRIIP you wish to invest in as these will contain important information that could influence your decision.

The value of investments and any income from them can go down as well as up. You may get back less than the amount you originally invested.

Laws and tax rules may change in the future without notice. This information takes no account of your personal circumstances which may have an impact on tax treatment.

Past performance is not a guide to future performance. Future returns are not guaranteed. What you receive when you sell your Investments is not guaranteed, it depends on how your investment performs and the charges applied.

Foreign markets involve different risks from the UK market.

Investments in emerging markets or less developed countries may have less regulatory control and less supervision of their financial markets, and consequently less investor protection.

Transaction costs, commissions and local taxes may be higher than in more developed financial markets. This may all mean your money is at greater risk. Investments which are denominated in a currency other than Sterling may be affected by movements in exchange rates. Consequently, the value of an investment may rise or fall in line with exchange rates.

Investments may be adversely affected by changes in interest rates and expectations of inflation. They may be subject to credit, liquidity, and duration risks. Adverse changes in the financial position of an issuer to repay their debt or have their credit rating reduced. Generally, the higher perceived credit risk of the issuer, the higher the rate of interest.

Illiquid securities can take a lot longer to sell than other types of investment so you may not be able to sell when you want to. Illiquid securities, like equities, can rise or fall sharply at any time.

Funds may invest in Derivatives. Derivatives are used to protect against currencies, credit, and interest rate movements or for investment purposes. There is therefore a risk that losses could be made on derivative positions or that the counterparties could fail to complete on transactions.

**Risk:** it is always present. Whilst our Services may not be suitable for all investors we have set out the general risks you need to have to the fore when deciding what to do with the Service you receive from us these include

- (i) a trading strategy investing in high risk investments over a short period of time may result in significant losses including the loss in value of your entire investment, and low risk strategies may mean you miss out on higher returns, and the real value of your Investments diminish because of inflation, as Providers Accounts have margin facilities you may lose more money than you put and depending on those Provider Account facilities you may have no protection from that account going into negative balance;
- (ii) you should only commit as much cash to buy investments as you are willing and able to put at risk, and that means you should be prepared for losses, including loss of all your cash value, you should seek advice from a third party professional adviser about the level of commitment that is right for you before receiving an advice Service;
- (iii) once you have paid cash to a Providers' Account, you remain free to instruct us to withdraw the cash at any time, but there may be limitations in the terms of your Providers' Account; and
- (iv) where a Service is a one-off Service, we will not be considering the whole of your wider financial needs.
- (v) if your financial circumstances change and you do not tell us, our Service will not be as robust as you want, and we

cannot be liable for that omission. (vi) We are subject to Regulatory Requirements but do not accept responsibility for the subsequent performance of your Investments or cash held through Providers.

When you trade on a Margin there are additional risks factors. When you buy securities on margin, you are able to leverage the value of securities you already own to increase the size of your investment. This enables you to potentially magnify your returns, assuming the value of your investment rise. There are a number of additional risks that all investors need to consider in deciding to trade securities on margin.

These risks include the following:

- (a) Losses can exceed initial capital invested you can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to the provider that has made the loan to avoid the forced sale of those securities or other securities in your account. There be no protection in your particular Providers Account from going into negative balance.
- (b) You may need to cover margin calls or cover losses promptly. Additional cash and/or stocks may be required to be deposited in a very short period of time in order to cover losses. There may be a need to liquidate part or all of the security portfolio to cover any margin calls due to the decrease of prices and the value of the security portfolio.
- (c) A provider may force the sale of securities in your account. If the equity in your account falls below the maintenance margin requirements under the law—or the provider's higher "house" requirements—the provider may sell the securities in your account to cover the margin deficiency. You will also be responsible for any short fall in the account after such a sale.
- (d) A provider may sell your securities without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. As a matter of good customer relations, most firms will attempt to notify their customers of margin calls, but they are not required to do so.
- (e) Regulatory protections vary in different regulatory jurisdictions. Just because you may have a regulatory protection automatically in your home jurisdiction, you should check to see if the same applies in the jurisdiction that applies to your Providers Account.
- (f) You are not entitled to an extension of time on a margin call. While an extension of time to meet initial margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension. In addition, a customer does not have a right to an extension of time to meet a maintenance margin call.
- (g) Open short-sale positions may cost as you may have to continue to pay interest on open short positions even if a stock is halted, delisted, or no longer trades.

## 37 DEFINITIONS

### 37.1 DEFINITIONS

In these Terms the following words and expressions have the meanings set out below:

“Account” means the arrangement through which services are provided to you;

“Account Provider” means such firm as we select from time to time that will provide you with an Account;

“Agreement” means the relationship between you, us, and Providers, as determined by the documents which may be amended from time to time, specified in “Our terms at a Glance”.

“Application” means the application you complete in relation to your KQ Account on our Website distinct from the application you make for your Providers’ Account;

“Assets” means all Investments and cash that you hold in your Providers’ Account and any part or combination of these;

“Authorised Person” means the person nominated or authorised by you as the person with whom we will communicate and from whom we can accept instructions whether or not registered with the FCA and with whom we have agreed can act for you, on completion of our requirements which may include the completion by you of a power of attorney, as your Authorised Person: if you are a company or similar legal entity Authorised Persons include that or those directors officers or employees you authorise us to take instructions from;

“Bank Account” means the UK bank account in your name that you nominate to receive payments from and make payments into your Providers’ Account;

“Business Day” means any day on which banks in the UK are generally open for business, other than a Saturday, a Sunday, and public holidays;

“CASS” means Client Asset Sourcebook (“CASS”) of the FCA Rules for firms who hold or control client money or custody Investments;

“Cash” means cash, money paid by an electronic payment system, excluding cash and notes;

“Charges” means the fees, charges, interest and other expenses, including, administration fees (for the general administration of your KQ Account) all as more particularly set out in that or those documents that explain our charging, that we, or where applicable, associated companies within the same corporate group as us, or third parties may require you to pay, or that you or we may incur, when you use our Services including but not limited to those set out in the documents that explain our charging;

“Client Reference” means the unique identifier we use to identify each customer, and which is advised to you;

“Conflicts of Interest Policy” means the policy relevant to your KQ Account (as amended from time to time) stating how conflicts of interest are managed.

“Contact us Page” means that or those pages which set out how you communicate with us;

“Custodian” means the firm appointed by the Providers to deal and hold the Investments in your Provider’s Account, they provide services to you as appropriate including client money services, dealing settlement and order management services.

“Execution Venue” means the market on which an Investment can be traded;

“FCA” means the Financial Conduct Authority established under the Financial Services and Markets Act 2000, or any other successor entity regulating the UK financial services industry;

“FCA Rules” means the current rules and guidance of the FCA;

“FSMA” means the Financial Services and Markets Act 2000, and any regulations made under it, all as amended, re-enacted, or replaced from time to time;

“HMRC” means the Commissioners of Her Majesty’s Revenue & Customs;

“Instruction” means a direction from you to us to do something;

“Investment” means an asset share, bond, CFD and any underlying assets or other type of financial product or instrument which may include units in funds;

“KQ Account” means the arrangement by which we provide our Services to you, aggregate information received from the Provider’s Account that you hold with us or other providers through our Services you have which provides you with certain services and entitlements that may be paid to you or in respect of you through the KQ Account or Provider’s Account provided, administered, or managed by us and administered by Providers;

“Key Investor Information Document” means the key investment information document or equivalent document for a fund;

“Legal Entity Identifier” means the unique legal entity identifier allocated to individuals, legal entities, or structures, including companies, charities, or trusts;

“Natural Personal Identifier” means the identifier that your national authorities use to identify you as an individual (for example National Insurance Number if you are a UK resident) as your Legal Entity Identifier;

“Nominee” means the firm appointed or removed in accordance with the Scheme, in whose name Investments through your Providers’ Account will be registered being at the date of this document Digital Custody Nominees Limited;

“Order” means a confirmed instruction to execute a purchase, sale, or other transaction in an Investment for your Providers’ Account given at the time of opening a Providers’ Account or subsequently to the Provider;

“Order Execution Policy” means the policy (as amended from time to time) relevant to your Providers’ Account setting out our process for obtaining the best possible results when handling your Orders;

“Our Website” means [www.kqmarkets.io](http://www.kqmarkets.io) or any other internet address which we may tell you about;

“Partner(s)” means Providers or any one or more of the firms that we bring together to use to make your KQ Services work either for our interests in carrying out Services or on your behalf as your agent;

“Payment” means a cash payment to your Providers’ Account;

“Personal Representatives” means the individuals who have obtained probate, confirmation, or letters of administration on your death; or the individuals who we are reasonably satisfied it is legitimate for us to take instructions from in relation to your estate, where no person has applied for probate, confirmation, or letters of administration;

“Privacy Policy” means the policy statement setting out the implementation of the Regulatory Requirements under data protection and privacy applicable to your KQ Account (as amended from time to time)

“Providers” means the firm that provides a Providers’ Account which may change from time to time, and if we expressly tell you, KQ Markets Limited;

“Provider’s Account” means that or those arrangements available through KQ Markets from a Provider;

“KQ Services” means the Services provided by KQ Markets Limited described in these Terms consisting of the provision of our Website, the access to Providers and their Accounts, instructions in relation to the KQ Account and all ancillary services that we provide to you under our Agreement for you and your Provider’s Account, but



excluding the execution of Orders, the safekeeping of your Investments and the purchase or provision and administration of benefits from your Provider's Account;

"Regulatory Requirements" means:

any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation, rules or guidance made by an applicable regulatory body including the FCA), or as the result of a decision by a court, ombudsman, or similar body, or

any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows, or

any other legal or regulatory requirement which is effective in the United Kingdom and to which we must give effect in operating KQ Account or apply to your Provider's Account and providing Services;

"Security Details" means the personalised information (such as passwords, security questions and answers, personal identification numbers and account number) or the secure authentication email or text message that we send to you that apply to your KQ Account;

"Section B terms" means that part of this document that sets out the terms of relationship with the Providers;

"Services" means our assessment of the needs that you are likely to want satisfied and making available or offering you access to products and services of our own and other Providers likely to meet your needs; the provision of our Website; and all ancillary services that we provide to you under our Agreement for you and your KQ Account, including the purchase or provision and administration of entitlements from Providers or us through your Provider's Account and our other Services available through our website that are not subject to the FCA Rules, certain of those Services may be subject to the FCA Rules;

"Tax Year" means the tax year beginning on 6 April in any year;

"Terms" means these terms and conditions as amended from time to time,

"we", "us", "our" "KQ" means KQ Markets Limited and any other party to whom we have transferred our rights and obligations under our Agreement; and

"you" or "your" means the person or persons on whose behalf we operate a KQ Account in respect of which we will provide the Services in respect of our Agreement.

## 37.2 Interpretation and construction

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted, or otherwise given effect on or after 11pm on 31 January 2020.

A reference to writing or written includes email.

Any heading used is descriptive only.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.

References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## Section B Providers Terms and Conditions – Summary

**This summary is not binding on the Provider or you. It is intended as a helpful reminder of what the Provider does. Any particular issue that you may have with them will be determined and resolved by the Provider in the context of the specific terms you have agreed they will provide services or products to you.**

### 38 YOUR ACCOUNTS WITH PROVIDERS

38.1 You can access Provider's Account through KQ Services.

38.2 We have agreed with Providers what a Provider's Account will be able to provide to you and the explanation of that will be presented to you as part of the application for a Provider's Account, and on our Website.

38.3 Providers will open and maintain Provider's Account in your name in order to provide its services to you for applications accepted by them through KQ Services. When Providers receives any cash or Assets from you, or on your behalf, then it will record them in those Provider's Account.

38.4 Independent of us, Providers will have the right at their absolute discretion to stop providing services under the Provider's Account to us and to you, change the way they provide their services, or the other firms they work with to provide their services to you. They may close any accounts it holds and maintains in your name which may occur, for example:

- a. If Provider is obliged to stop providing services under any applicable law or regulation (such as anti-money laundering provisions);
- b. If Provider is not able to provide the services effectively or providing the services would materially adversely affect Providers' operation;
- c. Where you are in material breach of these terms, or we are in material breach of the terms of the Providers Agreement;
- d. If providing the services to you or to us in relation to your account will have a materially adverse effect on Providers' reputation; or
- e. If your liabilities in relation to your account, and amounts owing by you to Providers, exceed or are likely to exceed the value of the Assets Providers hold for you.

We will notify you if Providers chooses to exercise this discretion and the reasons for its decision unless we or Providers are prevented from doing so by some legal or regulatory constraint.

38.5 An instruction to close a KQ Account closes the related Provider's Account automatically in accordance with its terms.

38.6 If either you or Provider decide to close your Provider's Account with Providers either you will need to give instructions on the future custody of your Investments so that Providers can transfer your money and investments (after deducting amounts owed to it) to your new custodian, or enter into separate arrangements with another provider of services.

### 39 YOUR ACCOUNTS WITH PROVIDERS TERMS AND CONDITIONS

39.1 Providers will maintain their own terms and conditions for the Provider's Account.

39.1.1 The Providers terms and conditions for the Provider's Account become effective when they have accepted an application from you through Our Website. The relationship with that Provider for that Providers' Account is determined by those terms and conditions made available by that Provider.

39.1.2 If there is a conflict between that Providers terms and conditions and the terms set out in this document in respect of a Providers' Account, their terms will prevail apart from Clause 35 (Other Important Terms) of Section A.

39.1.3 If a Provider holds your cash in a Providers' Account it will be held in conformity with Regulatory Requirements as disclosed in their terms and conditions.

#### 40 COMMUNICATION AND INSTRUCTIONS TO PROVIDERS

40.1 Providers may accept instructions for your Provider's Account through KQ Services and may accept them directly from you. You instruct us as set out in Section A.

40.2 Providers may rely on and act on any instructions which Provider in good faith believes were given through KQ Services or our representatives. Such instructions can only be cancelled or changed as set out in Section A or if we take independent action. Provider is not responsible or liable to you were a delay or inaccuracy is as a result of factors outside the reasonable control of Provider. This means that if the delay or inaccuracy is not Providers' fault, then you cannot obtain redress from Provider.

40.3 There may be circumstances where Providers refuses to accept any order or other instruction for your Provider's Account. For example, Providers may do so for any of the reasons set out in Section A.

40.4 If you have any questions or concerns relating to your account with Providers, you should tell us, and we will deal with Providers on your behalf.

40.5 All communications whether written, spoken, electronic and in any other form between you, us and/or Providers shall be in English.

#### 41 INVESTMENT DEALING

41.1 We will not be responsible for executing any order or transaction on your behalf. This means that Providers will owe you a duty of best execution under the FCA Rules or otherwise when it carries out transactions executed on your behalf. They will be responsible for ensuring best execution and for any decision to aggregate transactions for you with those of other people.

41.2 We have agreed that you will be Providers' client for the purposes of the FCA Rules for all transactions for your Providers' Account and Orders received or made through our Services,

41.3 For Providers to provide dealing services for your account, you need to ensure that:

41.3.1 Where you are buying investments or opening positions as permitted by the Provider Account there is sufficient cash or margin in your Providers' Account; and

41.3.2 Where you are selling investments those must be recognised in your Provider's Account as eligible to be sold or closed.

in either case, prior to the execution of the transaction by Providers.

41.4 Providers will provide dealing or execution services through Provider's Account on the following basis:

41.4.1 Execution by Providers will be subject to the FCA Rules and the rules of any investment exchange or other trading facility on which the transaction is executed or investment providers rules;

41.4.2 Providers will treat the instructions received through our Services as binding on you. Any express instruction from us to Providers on your behalf concerning order execution will remain binding on you;

41.4.3 Providers will execute such orders in accordance with Providers' order execution policy as amended from time to time, a summary of which is set out in Providers' website disclosures and our Website By

your acceptance of these terms and completing an application for a Providers' Account that includes investment dealing, you confirm your consent to the execution policy and acknowledge that it may be amended from time to time. You also agree that Providers may execute transactions on a market that is not a regulated exchange or multilateral trading facility in the European Economic Area.

- 41.4.4** Providers may combine your orders with orders for its other clients or Providers' own orders. Providers will only do this if it considers that it is unlikely to work to the overall disadvantage of you or any of its clients involved however it is possible that aggregating orders in this way may sometimes operate to your advantage and sometimes to your disadvantage by giving you a higher or lower price than might have been the case of your order had been placed individually; and
- 41.4.5** Once Providers executes any transaction on your behalf, Providers will, unless you previously instructed us otherwise, send a contract note to you. It is very important that you check the detail of all transaction confirmations you receive, and notify us (and not Providers directly) immediately if there is any error or if you have any question about them, because the confirmation will be considered a conclusive and final record of any detail contained in it, unless you (or you ask us to notify Providers of an error within 24 hours after receipt by you and in any event no later than the settlement date for the transaction concerned.