



CFD Supplementary Terms and Conditions of Business

(Client Agreement)

Version date: September 2026

RISK NOTICE We provide services for trading Contracts for Difference (“CFDs”) – which are derivative financial contracts. Our contracts are traded on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. The price of the contract you make with us may change quickly and your profits and losses may be more than the amount of your investment or funds. If you do not hold sufficient funds to meet your margin requirements, then we may close your open positions immediately and without notice. Please read these CFD Terms carefully to understand the risks of trading on a margin or leverage basis. You should not deal in CFDs unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.

If you are in any doubt, you should seek independent professional advice.

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CFD Supplementary Terms and Conditions

1. Introduction and Scope

These Terms and Conditions ("CFD Terms") set out the basis on which EC Markets Group Ltd ("EC Markets", "we", "us", "our") provides Contracts for Difference ("CFDs") trading services to retail clients ("you", "your").

These CFD Terms are supplemental to the EC Markets General Terms and Conditions and apply solely to CFD trading accounts. In the event of any conflict between these CFD Terms and the General Terms, these CFD Terms shall prevail.

These Terms govern all CFD trading services provided by EC Markets Group Ltd to UK retail clients. EC Markets Group Ltd is authorised and regulated by the Financial Conduct Authority (FCA No. 571881) and has its registered office at Parksworth House, 30 City Road, London, United Kingdom, EC1Y 2AY.

CFDs are complex, leveraged financial instruments that carry a high level of risk. ***You should not trade CFDs unless you fully understand how they work and can afford to lose all your invested capital.***

By opening a CFD trading account or placing any CFD trade, you agree to be bound by these Terms, our Order Execution Policy, Risk Disclosure Notice, and other policies published on our website.

These Terms come into effect when we confirm acceptance of your CFD account application and remain in force until terminated in accordance with Section 12.

2. Client Categorisation and Regulatory Status

We will categorise you as a Retail Client unless otherwise agreed in writing. Your client categorisation and the general regulatory protections that apply to your relationship with EC Markets are set out in the General Terms and Conditions.

As a Retail Client trading CFDs, you also benefit from additional product-specific protections required under FCA rules, including:

- maximum leverage limits prescribed by the FCA for Retail Clients;
- Negative Balance Protection, which limits your losses to the funds held in your CFD trading account, except where otherwise permitted by applicable law or regulation;
- margin close-out protections in accordance with FCA requirements; and
- an appropriateness assessment before access to CFD trading is granted.

EC Markets Group Ltd is authorised and regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000.

We are required to comply with the FCA's Conduct of Business Sourcebook ("COBS") and Client Assets Sourcebook ("CASS"). These rules govern, amongst other things, how we handle your money, disclose risks, assess the appropriateness of certain products and services, and execute your trades.

We may only open and maintain your account where you have successfully completed our identity verification, anti-money laundering, fraud prevention, and any other onboarding checks we require.

Where required by FCA rules, you must successfully complete an appropriateness assessment before we permit you to trade CFDs. If we determine that CFDs may not be appropriate for you, we will provide you with a warning in accordance with applicable FCA requirements.

Prior to completion of the account opening process, you may be treated by us as a prospective client and may be permitted access to certain parts of the Platform for evaluation or informational purposes only. During this period, you remain bound by the relevant provisions of this Agreement.

EC Markets currently provides CFD trading services only to Retail Clients. We do not currently offer reclassification to Professional Client or Eligible Counterparty status. Should this become available in the future, any request for reclassification will be assessed in accordance with applicable FCA rules and acceptance will be at our sole discretion.

3. CFD Trading Services

EC Markets acts as principal in all CFD transactions.

You may open *long (buy)* or *short (sell)* positions in CFDs referencing indices, equities, commodities, currencies, and other financial instruments as made available on our trading platform.

CFDs are *cash-settled* derivative contracts. You have no right, title, or interest in any underlying asset.

We provide CFD trading on an execution-only basis and do not provide investment advice or personal recommendations. Any market commentary, research, trading signals, analytics, or third-party content made available on the platform is provided for general information only.

We reserve the right to suspend or remove any product or market from our platform at our discretion, including in response to market volatility or regulatory developments.

4. Orders, Pricing and Execution

All prices shown on our trading platform are derived from underlying market prices provided by liquidity providers or reference markets. EC Markets may apply a spread or markup to such prices. Prices are quoted by EC Markets and may differ from prices available in the underlying market or elsewhere.

Your orders are executed in accordance with our Order Execution Policy, available on our website. By entering into CFD transactions, you confirm that you have read and agreed to that policy. By entering into CFD transactions with EC Markets, you expressly consent to the execution of your transactions outside a regulated market, multilateral trading facility (MTF), or organised trading facility (OTF).

Unless we expressly state otherwise, orders submitted for immediate execution are handled on a Fill or Kill basis. This means that an order must be executed in full when it is submitted for execution. If the full order cannot be executed due to insufficient liquidity, price availability, market conditions, system capacity or any other applicable restriction, the order will be rejected or cancelled and no part of the order will be executed. The order will not be partially filled, and any unexecuted quantity will not remain pending.

Stop-loss and limit orders may remain pending until the relevant trigger price or other applicable condition is met. Once triggered and submitted for execution, the order will be subject to the Fill or Kill treatment described above. We may, at our discretion, refuse or delay the execution of any order, impose limits, or require margin increases in response to volatile or illiquid market conditions.

You acknowledge that all orders are subject to market conditions, price availability and system capacity. Execution at quoted prices is not guaranteed during periods of high volatility or outside normal trading hours.

We reserve the right to correct or void trades executed at prices resulting from manifest errors, system failures or market data discrepancies.

Stop-loss and limit orders are not guaranteed unless expressly stated otherwise. The execution of such orders may be affected by market volatility, limited liquidity, market gaps, weekend risk, out-of-hours trading and events occurring outside normal market hours.

EC Markets shall not be liable for any loss arising where this results from market conditions, liquidity constraints, price gaps or events outside our control.

Where the market price gaps beyond your specified stop or limit level, your order may be executed at the next available price, which may be materially less favourable than the price you specified.

For Retail Clients, negative balance protection applies in accordance with applicable FCA rules.

5. Margin, Collateral and Payments

CFD trading is conducted on a margin basis. This means you must deposit and maintain sufficient funds (margin) in your account to open and sustain positions.

Margin requirements for each instrument are displayed on our trading platform and may change at any time without prior notice. Margin levels are determined by the volatility and liquidity of the underlying market, as well as regulatory requirements.

You are responsible for monitoring your margin level and ensuring that it meets or exceeds the minimum maintenance margin at all times. Failure to do so may result in a *margin call* or automatic position closure.

If your account equity falls below the required margin, we may issue a margin call via the trading platform, email, or other electronic means. If you fail to meet a margin call immediately, we may, without further notice, close some or all of your open positions to limit risk exposure.

You agree that EC Markets is not obliged to contact you before closing positions when margin requirements are not met.

Margin must be paid in cleared funds in the account currency. You are responsible for all bank charges or fees arising from deposits or withdrawals.

We may, at our discretion, change margin requirements for open positions in response to market conditions, major events, or regulatory changes.

For Retail Clients, negative balance protection applies in accordance with FCA rules. You will not be liable for losses exceeding the total funds held in your CFD trading account, except where losses arise from unpaid fees, chargebacks, payment reversals, fraud, abuse, or other lawful recoverable obligations.

Where an amount has become properly due and payable by you to EC Markets under these Terms, we may deduct or apply that amount from funds held for you, subject to and in accordance with applicable law and the FCA CASS rules. Nothing in these Terms permits EC Markets or any third party to use client money to meet EC Markets' own debts, hedging, trading or other proprietary obligations.

6. Client Money and Safeguarding

EC Markets receives and holds client money in accordance with the Financial Conduct Authority ("FCA") Client Assets Sourcebook ("CASS") rules. Retail client money is held separately from EC Markets' own money in designated client money accounts with approved credit institutions. Where required for CFD transactions, margin or settlement purposes, EC Markets may also allow client money to be held by Finalto Financial Services Limited ("Finalto") in a designated client transaction account. Money held with Finalto under this arrangement remains client money, remains subject to the client money trust and continues to be included within EC Markets' client money records and reconciliation arrangements.

EC Markets remains responsible for the relevant client equity balance held with Finalto for so long as EC Markets retains fiduciary responsibility for that money under the applicable CASS requirements.

We perform daily reconciliations to ensure that client money is accurately recorded and segregated. Any discrepancies identified are corrected promptly.

You authorise EC Markets to place your client money in pooled accounts with other clients. Although client money may be held in pooled accounts, EC Markets maintains records of each client's individual entitlement in its own books and records and performs reconciliations to ensure the accuracy of those records.

We may hold client money with third-party banks, liquidity providers and counterparties in accordance with applicable CASS requirements. EC Markets exercises due skill, care and diligence in the selection, appointment and ongoing review of institutions with which client money is placed. We will not exclude or limit any responsibility or liability that EC Markets is required to retain under applicable law or the FCA CASS rules.

Client money will remain in segregated accounts until it is required to meet your obligations (for example, to fund margin, settle transactions or cover losses).

You acknowledge that no interest will normally be paid on client money balances unless explicitly stated otherwise.

EC Markets does not enter into title transfer collateral arrangements in respect of client money belonging to Retail Clients. Client money remains subject to the applicable CASS client money protections unless and until it ceases to be client money in accordance with applicable law and regulation.

In the unlikely event of EC Markets' insolvency, your funds will be distributed in accordance with FCA CASS rules. You may experience delays or potential shortfalls depending on the insolvency administrator's process.

EC Markets participates in the Financial Services Compensation Scheme (FSCS). Eligible clients may be entitled to compensation in accordance with FSCS rules if EC Markets is unable to meet its obligations. The level of protection available depends on the nature of the claim, the relevant service, and the prevailing FSCS limits. Investment business, including custody and execution services, is typically protected up to £85,000 per eligible person per firm. Cash held as deposits with authorised banks may be protected in accordance with the applicable FSCS rules. This protection applies only in the event of firm failure and does not cover losses resulting from investment performance, market movements, or changes in market value.

7. Deposits and Withdrawals

Deposits

You may deposit funds into your account using the payment methods made available by us from time to time through the platform, website, or any other method we approve. We may add, remove, suspend, or restrict available payment methods at our discretion.

Deposits must be made from a bank account held in your own name. By making a deposit, you confirm that the funds belong to you and are not being provided by any third party.

We do not accept third-party deposits into your account and reserve the right to reject, return, delay, reverse, or request further information in relation to any payment where we reasonably believe this requirement has not been met, or where we are required to do so for legal, regulatory, fraud prevention, or anti-money laundering purposes.

Funds will normally be credited to your account once cleared and once any required verification checks have been completed.

We reserve the right to reverse or adjust any deposit where it has been credited in error, cannot be matched to your account, or is subsequently determined to be invalid, subject to fraud, or regulatory concerns.

Withdrawals

Withdrawal requests must be submitted through the platform, website, or any other method we make available.

Withdrawals will normally be processed as soon as reasonably practicable, but processing times may vary depending on internal checks, banking systems, settlement cycles, or regulatory requirements.

We require withdrawals to be made to a bank account in your own name.

We reserve the right to delay, refuse, suspend, or place reasonable restrictions on withdrawals where:

this is required to comply with legal or regulatory obligations;

we reasonably suspect fraud, financial crime, or misuse of the account;

your account is subject to verification, review, or investigation;

there are insufficient cleared funds available; or

we consider it necessary for legal, regulatory, operational, or risk-management purposes.

You are responsible for ensuring that sufficient settled cash remains in your account to cover any open orders, unsettled transactions, fees, or other obligations before making a withdrawal request.

If your account balance becomes negative for any reason, you must promptly repay the amount owed to us.

8. Fees, Costs and Funding

Our fees and charges are set out on the EC Markets website and within the trading platform. These include spreads, commissions, overnight financing (swap or funding charges), and other applicable costs.

Overnight financing applies to CFD positions held open beyond the end of the trading day. The rate is derived from the underlying interbank rate, plus or minus a financing adjustment, as detailed on our website.

We may alter fees, commissions, or spreads at any time. Material changes will be communicated in advance where reasonably practicable.

All fees and charges will be automatically debited from your account. You remain liable for any shortfall resulting from insufficient funds.

We may also impose charges for account inactivity, data provision, or third-party payment processing. Such fees will be disclosed on our website.

You are responsible for all taxes, duties, or levies arising in connection with CFD trading. **EC Markets does not provide tax advice** and shall not be liable for your tax obligations.

If any fee or cost is due but unpaid, we reserve the right to close open positions or restrict access to your account until payment is made in full.

9. Corporate Actions

A “Corporate Action” means any event affecting an underlying instrument, including dividends (ordinary or special), splits, consolidations, rights issues, bonus issues, mergers, restructurings, takeovers, suspensions, or delistings.

CFDs are derivative contracts and you do not own the underlying instrument. You are therefore not entitled to shareholder rights, including voting rights, participation in meetings, or subscription rights.

Where a Corporate Action affects an underlying instrument referenced by an open CFD position, EC Markets may make such adjustments to the position as it considers appropriate to reflect the economic effect of the event.

Adjustments may include, without limitation:

- dividend credits or debits for long and short positions;
- price, contract size, or notional value adjustments following splits or consolidations;
- cash adjustments in respect of rights issues or bonus issues;

- adjustment, substitution, conversion, or closure of positions in connection with mergers, takeovers, or restructurings;
- closure of positions in connection with suspensions or delistings at the last available market price or at a fair value determined by EC Markets.

EC Markets shall determine the method, timing, and extent of any adjustment acting reasonably and, where appropriate, in accordance with prevailing market practice or liquidity provider treatment. Adjustments are intended to maintain economic equivalence but may not replicate precisely the outcome applicable to a holder of the underlying instrument.

EC Markets shall not be liable for any loss arising from the timing, method, or determination of any adjustment, provided it has acted reasonably and in accordance with applicable regulatory requirements.

It is your responsibility to monitor Corporate Actions that may affect your open positions.

10. Risks and Mandatory Risk Warning

CFDs are high-risk, complex financial products involving leverage. The use of leverage means that a small market movement may have a large impact on your account balance, potentially resulting in rapid losses.

You should only trade CFDs if you fully understand the risks and can afford to lose all the money you invest. You acknowledge that you have read and understood our *Risk Disclosure Notice* published on our website.

Past performance of any financial instrument or strategy is not a reliable indicator of future performance.

As a Retail Client, you are protected by *negative balance protection*. Your total losses will not exceed the funds available in your CFD trading account.

EC Markets shall not be liable for:

any loss or damage arising from your trading decisions;

losses resulting from market movements, slippage, or lack of liquidity;

any indirect, consequential, or incidental losses, including loss of profit;

any losses arising from delays, interruptions, or failures in transmission, communication, or computer facilities beyond our reasonable control.

We make no representation or warranty regarding the performance or availability of our trading platform.

You are solely responsible for ensuring that your equipment, software, and internet connection are adequate to access and use our trading systems.

11. Electronic Trading and Market Conduct

Your use of our electronic trading platform is subject to these Terms and any applicable platform terms of use. Access credentials (username, password, etc.) are personal and must not be shared with others.

You are responsible for all orders and transactions placed using your credentials, whether authorised by you or not.

EC Markets reserves the right to suspend, restrict, or terminate your platform access for system maintenance, security reasons, or regulatory compliance.

You must not use any software, algorithm, automated trading system, or similar technology that manipulates, exploits, or interferes with the operation of our trading systems. Automated or algorithmic trading is not permitted unless expressly authorised by us in writing.

You agree not to engage in any behaviour that constitutes market abuse, insider dealing, manipulation, or unfair trading practices under UK law. In addition, you must not engage in abusive or bad-faith trading activity, including but not limited to:

- latency arbitrage or exploiting pricing delays or discrepancies;
- exploiting manifest errors, system faults, or delayed market data;
- abuse of negative balance protection mechanisms;
- swap, rollover, or financing arbitrage designed to exploit pricing or interest calculation discrepancies;
- collusion with other clients or third parties;
- use of automated systems or trading patterns designed to circumvent our risk controls or commercial model;
- trading strategies intended to take advantage of technical vulnerabilities or platform malfunctions.

If we reasonably believe that you have engaged in any conduct described above, we may, without prior notice and acting reasonably:

- cancel, void, or amend affected transactions;
- reverse profits or recover losses arising from such activity;
- restrict, suspend, or close your account;
- withhold, offset, or recover funds to the extent permitted by law;
- terminate this Agreement with immediate effect.

Records of all trades, communications, and electronic logs are maintained by EC Markets and may be used as evidence in the event of a dispute.

12. Default, Close-out and Termination

An *Event of Default* occurs if:

- you fail to maintain sufficient margin;
- you breach any of these Terms;
- you become insolvent, bankrupt, or subject to similar proceedings;
- you fail to make payment when due;
- you engage in fraudulent, abusive, or unlawful trading; or

- EC Markets reasonably believes it necessary for regulatory, risk management, or operational reasons.

Upon the occurrence of an Event of Default, EC Markets may take any or all of the following actions without prior notice:

- close or terminate any or all open positions;
- combine or set off accounts you hold with us;
- retain or sell any of your funds or property held by us
- suspend your account or restrict trading;
- terminate these Terms.

On termination, we will calculate the net balance of your account after deducting any amounts owed. Any remaining funds will be returned to you in accordance with Section 6 (Client Money).

Termination shall not affect any rights or obligations accrued prior to the termination date.

You may terminate your CFD account at any time by written notice, provided all open positions have been closed and all outstanding obligations settled.

EC Markets may also close or terminate your CFD account by giving you at least 30 days' written notice where no Event of Default has occurred.

13. Tax and Regulatory Disclosures

You are solely responsible for the payment of any taxes, levies, or duties that arise as a result of your CFD trading activities. **EC Markets does not provide tax advice**, and you should seek independent professional advice where necessary.

EC Markets may be required to report certain information about your transactions, holdings, or account activity to regulators or tax authorities, including under UK or international reporting regimes such as MiFID II, EMIR, or FATCA.

You authorise EC Markets to disclose information about you, your account, or your trading activity to regulators, tax authorities, courts, or other persons where legally required or permitted to do so by law, regulation, court order, or other legal process.

Any statements or reports we provide to you do not constitute official tax documentation. It is your responsibility to maintain appropriate records for your tax filings.

EC Markets bears no liability for any tax consequences that may arise from your trading activity, including those resulting from incorrect tax treatment or failure to report income.

14. Definitions and Interpretation

For the purposes of these Terms, the following definitions apply:

“Account” – your CFD trading account maintained with EC Markets.

“CFD” – a Contract for Difference, a leveraged derivative product allowing speculation on the movement of an underlying asset’s price without ownership of that asset.

“Client Money” – funds held by EC Markets on behalf of clients in accordance with the FCA’s Client Assets Sourcebook (CASS).

“Event of Default” – any event described in Section 12 that entitles EC Markets to close positions or terminate your account.

“FCA” – the Financial Conduct Authority of the United Kingdom, or any successor body.

“Margin” – the amount of money required to open and maintain a CFD position.

“Negative Balance Protection” – the safeguard limiting Retail Clients’ losses to the funds available in their CFD trading account.

“Order Execution Policy” – EC Markets’ policy setting out how client orders are executed, available on our website.

“Retail Client” – a client classified as such under the FCA rules, receiving the highest level of regulatory protection.

“Underlying Instrument” – the financial asset, index, or reference rate upon which a CFD is based.

15. Precedence of CFD Terms

These CFD Terms are supplemental to the EC Markets General Terms and Conditions.

In the event of any inconsistency or conflict between these CFD Terms and the EC Markets General Terms and Conditions, these CFD Terms shall prevail with respect to all CFD-related accounts, services, and transactions.

Any matters not expressly covered in these Terms will be governed by the EC Markets General Terms and Condition.