



KEY INVESTOR DOCUMENT

This Key Investor Document (“KID”) is effective from 01 February 2021 and shall remain effective until a more recent version is released. Finalto Asia Pte. Ltd reserves the right to amend the KID at any time as and when it sees fit. This KID does not replace our Standards Terms of Business (“terms”) or any other client agreement. Please ensure that you familiarize yourself with our terms and that you fully understand your client trading agreement.

Risk Warning: Trading Foreign Exchange and Contracts for Difference is highly speculative and carries a high level of risk. Trading in these products is not appropriate for every investor. You may sustain a loss of some or all of your invested capital. You should therefore not speculate with capital that you cannot afford to lose. Please review and ensure that you fully understand our Risk Warning available on our website at <https://liquidity.finalto.com/sg/>

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ABOUT FINALTO ASIA PTE LTD

Finalto Asia Pte Ltd (“Finalto Asia”, “the firm”, “we” or “us”) is authorized and regulated by the Monetary Authority of Singapore (co. registration number 201923501E).

Finalto Asia is based at 22 Malacca Street #02-01 RB Capital Building Singapore 048980.

Finalto Asia is committed to providing the highest levels of standard and care. As such, we provide our clients with clear information about the products and services we offer, including any fees and charges. Finalto Asia is a subsidiary of Playtech Plc, a company traded on the London Stock Exchange’s Main Market, which is included within the FTSE 250 Index.

TREATING CLIENTS FAIRLY

Finalto Asia is committed to treating its clients fairly and to encouraging best practice in the provision of financial services and the market as a whole. Treating customers fairly is central to our corporate culture and ethos.

We have a duty to act honestly, fairly, professionally and in the best interests of our clients when interacting with them. Our key objective is to display professional standards towards our clients at all times.

OUR SERVICES AND PRODUCTS

Finalto Asia is an investment firm and as such provides investment services to its clients. In particular, Finalto Asia provides one or more of the following investment services:

- Receiving and transmitting orders
- Execution of orders

Clients may also trade on margin. Finalto Asia offers its services through electronic trading platforms, i.e. Clear Pro, Clear Web and Finalto Mobile.

Finalto Asia does not provide the services of investment advice and/or portfolio management; nor does the firm underwrite financial instruments, hold or safeguard client assets or funds or produce investment research.

Finalto Asia offers the following products:

CURRENCIES			
AUDCAD	EURCAD	GBPNZD	PLNJPY
AUDCHF	EURCHF	GBPPLN	SEKJPY
AUDHUF	EURCZK	GBPPLN	SGDJPY
AUDJPY	EURDKK	GBPSEK	TRYJPY
AUDNOK	EURGBP	GBPSGD	USDCAD
AUDNZD	EURHKD	GBPTRY	USDCHF
AUDSEK	EURHUF	GBPUSD	USDCZK
AUDSGD	EURILS	GBPAUD	USDDKK
AUDUSD	EURJPY	GBPCAD	USDHKD
AUDDKK	EURMXN	GBPCHF	USDHUF
AUDPLN	EURNOK	GBPDKK	USDILS
CADMXN	EURNZD	GBPHUF	USDJPY
CADCHF	EURPLN	GBPZAR	USDMXN
CADJPY	EURRUB	HKDJPY	USDNOK
CHFDDKK	EURSEK	NOKJPY	USDPLN
CHFHUF	EURSGD	NOKSEK	USDRUB
CHFJPY	EURTRY	NZDCAD	USDSEK
CHFNOK	EURUSD	NZDHUF	USDSGD
CHFPLN	EURZAR	NZDCHF	USDTHB
CHFSEK	GBPJPY	NZDJPY	USDTRY
CHFSGD	GBPMXN	NZDSGD	USDZAR
EURAUD	GBPNOK	NZDUSD	ZARJPY

INDICES
100GBP
200AUD
225JPY
D30EUR
E35EUR
E50EUR
F40EUR
H33HKD
NASUSD
SPXUSD
U30USD
CHN50USD

ENERGY
UKOUSD
USOUSD
XNGUSD

Bullion
LAUHKD
GAUCNH
GAUUSD

METALS
XAGEUR
XAGUSD
XAUAUD
XAUCNH
XAUEUR
XAUTRY
XAUUSD
XPDUSD
XPTUSD
XAGSGD
XALUSD
XAUGBP
XAUSGD
XAUTHB
XCUUSD
XNIUSD
XPBUSD
XZNUSD

Single Stocks CFDs: [Tier 1 Liquidity - 7 asset classes - One margin account | Finalto](#)

APPLICABLE LAW AND REGULATION

Finalto Asia conducts its business in accordance with the rules and regulations set by Monetary Authority of Singapore.

Finalto Asia offers its services, as per the rules and regulation under Securities and Futures Act (Cap.289).

Finalto Asia also adheres to the various rules set out by its regulator, the MAS, Companies Act Chapter 50, Data Protection Act 2012 as well as all applicable rules and regulations in respect of combating Financial Crime and Money Laundering. Any disputes will be governed and construed in accordance with the laws of Singapore.

APPLICABLE LANGUAGE

Finalto Asia's official language is English. While the Onboarding Application form and Sales conversations may be conducted in various languages, this is for information purposes only. The English version of our Standard Terms of Business as well as any other agreed English client agreements prevail and supersede any other previously provided versions.

OUR PRICES

We quote a two-way price for each CFD we offer. This two-way price consists of a "Bid" (the lower price which is the price at which you as a client may "Sell" the CFD) and an "Ask" (the higher price which is the price at which you as the client may "Buy" the CFD).

The difference between our "Bid" and our "Ask" price is commonly referred to as our "Spread". For example, if the quote for the EUR/USD currency pair is 1.29100 against 1.29103, then the Spread is 0.3 pips. Our Spreads are either fixed or variable.

LEVERAGE TRADING

Trading on leveraged capital means that you can trade amounts significantly higher than the funds you invest with Finalto Asia. Your initial capital will therefore only serve as the margin. High leverage may significantly increase the potential return, but it may also significantly increase potential losses. The leverage is specified as ratio, i.e. as 1:25, 1:50. This means that clients may trade with amounts substantially higher than invested in a particular CFD.

Sometimes the leverage is expressed in percentage terms – and referred to as Margin requirement. A leverage of 1:50 represents a margin requirement of 2%.

Finalto Asia offers leverage pending on the currency and type of client and the leverage ratio is decided on an individual basis. Clients will be informed of their available leverage ratio by Finalto Asia's Client Services Department.

INITIAL/ REQUIRED MARGIN

Initial Margin or required Margin refers to the amount needed in order to open and maintain a position, in addition to the initial loss that will occur due to the spread. The Required Margin is derived from the following formula: $(\text{Amount} * \text{Instrument Price}) / \text{Leverage} + (\text{Amount} * \text{Spread})$.

CHARGES AND COMMISSIONS

Depending on the instrument and/ or client set up, Finalto Asia will charge commissions. Commissions may consist of mark-ups on spreads, minimum fees or may be based on the amount of volume traded.

Additionally, Finalto Asia may charge you for a daily overnight rollover charge for open positions if held overnight. The method of calculation of the overnight charge varies according to the type of asset to which it applies. Moreover, the amount of the overnight charge will vary between different assets as it is linked to interest rates related to each asset and in addition to an extra financing charge defined by us.

DEPOSIT

Finalto Asia's minimum deposit is SGD 50,000. Finalto Asia only accepts inward remittances from bank accounts solely in the name of the client.

Under certain circumstances we may accept third party payments, if provided via a custodian bank. However, in those circumstances Finalto Asia will ask for evidence to evaluate the client's source of funds.

TRADING ACCOUNT

Finalto Asia will provide its clients with a personalized log in, consisting of a username and password, for its relevant platforms. Please keep your password and access to your trading account protected at all times.

Please note that Finalto Asia will never ask its clients to provide their password to confirm clients' identities when speaking on the phone. Instead, clients will have been asked to set a security password at the account opening phase, which will be used to confirm one's identity. Please keep this security word safe at all times.

Finalto Asia does not bear any responsibility for any unauthorized use of your trading account, password or security word.

TRADE REPORTS

Clients are able to download trade reports of their trade activities as and when they see fit, on a live basis, using their log-in details.

YOUR CAPITAL

Finalto Asia maintains its clients' funds in a bank account in its own name. Client accounts are reconciled on a daily basis and follow strict Accounting rules, credit risk assessment and our own due diligence processes. Finalto Asia also regularly assesses the credit standing, regulatory oversight and reputation of the banking institution it banks with.

WITHDRAWALS

Withdrawals will be processed by our Finance Department on the same day if the request has been received by 1 pm (Singapore Time) and if it was submitted by an approved and authorized signatory.

The minimum amount required for a withdrawal request is SGD1,000, or less if the lesser amount represents the client's full balance. On rare occasions, Finalto Asia may charge SGD25 per withdrawal, on its own discretion, if a client makes regular, small withdrawals.

Finalto Asia does not charge any withdrawal fees. However, some banks may charge a transaction fee. These fees are not covered by Finalto Asia.

COMPLAINTS PROCEDURE

We strive to address our clients' concerns at all times. Clients are entitled to submit complaints to our Compliance Officer at any time. Please submit your complaint to: compliance.asia@finalto.com.

Clients' complaints will be addressed within 4 weeks of notification.

CONFLICTS OF INTEREST

Situations can arise where our interests, or those of our staff, conflict with your interests or where your interests compete with those of our other clients.

Our Conflicts of Interest Policy is a policy we maintain in order to set out the circumstances which may constitute or may give rise to a conflict of interest, the procedures we will follow and the measures we adopt to prevent or manage such conflicts.

Whilst we take all appropriate steps to identify and to prevent or manage conflicts of interest, where we are not reasonably confident that our arrangements are sufficient to ensure that risk of damage to your interests will be prevented, we will disclose to you the nature of the conflict and the step that we have taken to mitigate the risk before undertaking business with you.

At your request, we will provide to you a copy of our Conflicts of Interest Policy by email. If you would like to receive a copy, please let us know by submitting a written request to our Compliance Department at compliance.asia@finalto.com.

HOW YOU CAN HELP US

In order to assist us with providing you with the best possible services, please kindly:

- Review the information contained in this document
- Keep us informed of any changes of your license
- Inform us if you think of ways to improve our service