

KEY INVESTOR DOCUMENT

This Key Investor Document (“KID”) is effective from 3 January 2018 and shall remain effective until a more recent version is released. Finalto Financial Services Limited 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 familiarise 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 www.finalto.liquidity.com/uk/

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ABOUT FINALTO FINANCIAL SERVICES LIMITED

Finalto Financial Services Limited (“Finalto”, “the firm”, “we” or “us”) is authorised and regulated by the Financial Conduct Authority (registration number 481853). Details about the extent of our regulation can be found in the Financial Conduct Authority’s Financial Services Register or are available from us on request.

Finalto is based at 11th Floor, Broadgate Tower, 20 Primrose Street, London, EC2A 2EW.

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

- Receiving and transmitting orders
- Execution of orders
- Dealing on own account

Clients may also trade on margin. Finalto offers its services through electronic trading platforms, i.e. MT4 Metatrader, Clear Pro, Clear Web and Netstation.

Finalto 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 may also, at times, take proprietary positions. This means that Finalto may not simultaneously hedge each client trade with a back-to-back Liquidity Provider (“LP”) trade, but rather trade against its proprietary capital.

Finalto offers the following products:

CURRENCIES		ENERGY	METALS	INDICES
AUDCAD	EURDKK	UKOUSD	XAGEUR	100GBP
AUDCHF	EURGBP	USOUSD	XAGUSD	200AUD
AUDHUF	EURHKD	XNGUSD	XAUAUD	225JPY
AUDJPY	EURHUF		XAUCNH	D30EUR
AUDNOK	EURILS		XAUEUR	E35EUR
AUDNZD	EURJPY		XAUTRY	E50EUR
AUDSEK	EURMXN		XAUUSD	F40EUR
AUDSGD	EURNOK		XPDUSD	H33HKD
AUDUSD	EURNZD		XPTUSD	NASUSD
CADCHF	EURPLN			SPXUSD
CADJPY	EURRUB			U30USD
CHFDKK	EURSEK			
CHFHUF	EURSGD			
CHFJPY	EURTRY			
CHFNOK	EURUSD			
CHFPLN	EURZAR			
CHFSEK	GBPAUD			
CHFSGD	GBPCAD			
EURAUD	GBPCHF			
EURCAD	GBPKK			
EURCHF	GBPHUF			
EURCZK				

APPLICABLE LAW AND REGULATION

Finalto conducts its business in accordance with the Markets in Financial Instruments Directive 2004/39/EC, the Markets in Financial Instruments Regulation (“MiFIR”) and further measures implementing specific aspects such as Product Governance (“the implementing Measures”) as well as a large number of regulatory and technical standards (the “RTSs” and “ITSs”), together referred to as MiFID II.

Finalto offers its services across the European Economic Area and third countries, as per the rules under MiFID II and the FCA.

Finalto also adheres to the various rules set out by its regulator, the FCA, the Companies Act 2006, Data Protection Act 1998 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 England and Wales.

APPLICABLE LANGUAGE

Finalto’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. 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, 1:100, 1:200 or 1:300. 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 1:100 represents a margin requirement of 1%.

Finalto 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'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 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 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's minimum deposit is USD 50,000. Deposits can be made via BACS only. Finalto 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 will ask for evidence to evaluate the client's source of funds.

TRADING ACCOUNT

Finalto's will provide its clients with a personalised 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 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 does not bear any responsibility for any unauthorised 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 for the Finalto Online Back Office Website. Clients, for whom MT4 prevails, will be able to download trade activity reports using their MT4 platform.

Finalto will provide quarterly email notifications to its clients to remind them of the availability of accessing these reports.

YOUR CAPITAL

Finalto 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 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 and if it was submitted by an approved and authorised signatory.

The minimum amount required for a withdrawal request is 1,000 USD, or less if the lesser amount represents the client's full balance. On rare occasions, Finalto may charge 25 USD per withdrawal, on its own discretion, if a client make regular, small withdrawals.

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

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@finalto.com.

Clients' complaints will be addressed within 8 weeks of notification, as per the FCA's complaints handling procedures.

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@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