

## Warning Notice

### Risk Warning

Trading in derivatives such as Contracts for Difference (CFDs) or Foreign Exchange (FX) carries a high degree of risk, and may not be suitable for all investors. Before deciding to trade derivative products, you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and in some cases, you may be liable for a greater sum than this, therefore you should only speculate with money you can afford to lose. Please ensure that you fully understand the risks involved. If in any doubt, please seek independent financial advice.

Alp Financial Limited (“AlpFin”, “we” or “us”) will not provide any advice on these investments. We will only execute transactions on your behalf. Any decisions on investments are purely your own choice and you will therefore be responsible for any loss with the investments chosen.

### Warning of the Protections you may lose as a Professional Client or Eligible Counterparty

By being categorised as a Professional Client or Eligible Counterparty you will lose the protections of the rules which only apply to Retail Clients.

In particular, you should note that rules relating to the following areas do not apply, or only partially apply to Professional Clients and Eligible Counterparty:

- **Communicating with clients, including financial promotions.** As a Professional Client or Eligible Counterparty, the way in which we communicate with you may be different to the way in which we would communicate with a Retail Client. You will not be given any of the additional disclosures required to be provided to a Retail Client. However, we must still ensure that our communications with you are fair, clear and not misleading.
- **Distance Communications.** As a Professional Client or Eligible Counterparty, it is possible that you may not meet the definition of a “consumer”. If this is the case then the requirements relating to distance communications will not apply.
- **Information about the firm, its services and remuneration.** There are specific pieces of information about the firm, our services and remuneration that we must provide to Retail Clients. We are obliged to provide information on these areas to all clients but the level of detail, medium and timing of the provision is less specific for those clients that are not Retail Clients.
- **Client Agreements.** As a Professional Client or Eligible Counterparty, we are required to have a client agreement with you. However, the medium of this agreement and the timeframe within which it must be agreed are more flexible than they would have been if you were a Retail Client.

- **Suitability.** When making personal recommendations to you we are entitled to assume that, in relation to the products, transactions and services for which you are classified as a Professional client or Eligible Counterparty, that you have the necessary level of experience and knowledge to understand the risk involved in the transaction or in the management of your portfolio.
- **Appropriateness.** For transactions where we do not provide you with a personal recommendation (e.g. an execution only trade) we may be required to assess whether the transaction is appropriate for you. In these instances, we are entitled to assume that, in relation to the products, transactions and services for which you are classified as a Professional Client or Eligible Counterparty that you have the necessary level of experience and knowledge to understand the risks involved in the transaction.
- **Dealing.** When providing Best Execution to you as a Professional Client, price is likely to be of high relative importance. However, we are not obliged to determine the best possible result in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, although this will be one of the factors that we will consider. Furthermore, where there is more than one competing venue to execute an order, we do not have to consider our own commissions and costs relating to each of the eligible execution venues when assessing which to use in order to provide best execution. For further details please refer to our Execution Policy.
- **Reporting information to clients.** When providing confirmation that we have carried out your order, the timeframe we have to do so is greater than if you were a Retail Client.
- **Financial Services Compensation Scheme.** You should note that the Financial Services Compensation Scheme may not be available to you as a Professional Client or Eligible Counterparty.

### **Professional Client/Eligible Counterparty Opt-out (Client Money)**

We are required to provide your acknowledgement of how we would intend to hold your money under the allowable opt-out provisions contained in the FCA Handbook CASS 7 and further set out in our Terms of Business.

Any money received by us from a Professional Client or Eligible Counterparty will not be subject to the FCA client money rules and will be treated as non-segregated. Effectively, the money will be treated as belonging to AlpFin for the purposes of securing your present or future, actual or contingent or prospective obligations to us.

This means that as a Professional Client or Eligible Counterparty:

- your money will not be subject to the protections conferred by the FCA client money rules;
- as a consequence, this money will not be segregated from AlpFin's money in accordance with the client money rules and will be used by AlpFin in the course of



its own business for the purposes of securing your present or future, actual or contingent or prospective obligations to us; and

- as a Professional Client or Eligible Counterparty you will rank only as a general creditor of AlpFin.

Where full ownership in your cash is transferred by you to us under a TTCA or if we exercise a right of use in relation to cash that you have provided to us by way of collateral or margin under a TTCA (“Relevant Assets”), we draw your attention to the following Re-use Risks and Consequences:

- 1) your rights, including any proprietary rights that you may have had, in those Relevant Assets will be replaced by an unsecured contractual claim for delivery of equivalent cash subject to the terms of the TTCA;
- 2) those Relevant Assets will not be held by us in accordance with client money rules in CASS 7 of the FCA Handbook, and, if they had benefited from any client money protection rights, those protection rights will not apply;
- 3) in the event of our insolvency or default under the TTCA your claim against us for delivery of equivalent cash will not be secured and will be subject to the terms of the TTCA and Applicable Law and, accordingly, you may not receive such equivalent cash or recover the full value of the Relevant Assets (although your exposure may be reduced to the extent that you have liabilities to us which can be set off or netted against or discharged by reference to our obligation to deliver equivalent cash to you);
- 4) in the event that a resolution authority exercises its powers under any relevant resolution regime in relation to us, any rights you may have to take any action against us, such as to terminate our agreement, may be subject to a stay by the relevant resolution authority and your claim for delivery of equivalent cash may be reduced (in part or in full) obtain equivalent assets, we may not be able to comply (subject to any other solution that may have been agreed between the parties);
- 5) a TTCA and the delivery by us to you of equivalent assets may give rise to tax consequences that differ from the tax consequences that would have otherwise applied in relation to the holding by you or by us for your account of those Relevant Assets

For further information on Client Money policy, please request a copy of our Client Money Information Statement.