

ELECTIVE PROFESSIONAL INVESTOR LOSS OF PROTECTIONS WARNING AND CONSENTS

Plus500US Financial Services Inc. (“PLUS500”) may only deal with per se professional, and elective professional. On the basis of information you have given us and, at your request, we have categorised you as an Elective Professional Client by reason of your experience and understanding in relation to investments such as [futures][options on futures][cleared swaps].

As a consequence, you will lose the protections afforded to Retail Clients under the Rules of the Financial Conduct Authority (“FCA”) and may, additionally, lose any right to bring an action for damages against us under sections 71 and 150 of the Financial Services and Markets Act 2000.

Please sign and return the separate acknowledgement on page 4 to confirm that we can accordingly treat you as an Elective Professional Client. Your attention is drawn to the following protections which do not apply to Elective Professional Clients.


1. FINANCIAL PROMOTIONS

FCA Rules relating to the form and content of financial promotions generally will not apply. In particular, FCA Rules relating to restrictions on and the required contents of direct offer financial promotions do not apply to promotions issued to Elective Professional Clients and such promotions need not contain sufficient information for you to make an informed assessment of the investment to which they relate, although they should still be clear, fair and not misleading.

There is no requirement to give warnings to Elective Professional Clients or seek to ensure that overseas firms whose services are promoted will treat Elective Professional Clients in an honest and reliable way, nor is PLUS500 under any obligation to provide the same level of indication regarding past performance to Elective Professional Clients as it would to Retail Clients.

2. INFORMATION TO BE PROVIDED

FCA Rules regarding disclosure of information to clients, including details about costs and associated charges and warnings to be given of the nature of any risks involved (both generally and in respect of a number of particular types of investment and investment activity) if transactions are



recommended to, or carried out for, clients will not apply when you are treated as an Elective Professional Client.

3. CONFIRMATION OF TRANSACTIONS TO CUSTOMERS

As a consequence of your categorisation as an Elective Professional Client, FCA Rules relating to our obligations to provide you with confirmation of transactions will apply in modified form. In particular, provisions regarding extra reporting requirements for dealings with Retail Clients will not apply to Elective Professional Clients.

4. PERIODIC STATEMENTS

FCA Rules relating to sending periodic statements will apply in a modified form. Provisions regarding extra reporting requirements for Retail Clients will not apply.

5. FINANCIAL OMBUDSMAN SERVICE

Access to the Financial Ombudsman Service will not apply to you as an Elective Professional Client.

6. FINANCIAL COMPENSATION SCHEME


Any rights to claim compensation under the Financial Services Compensation Scheme will not apply to you as an Elective Professional Client.

7. COMMUNICATIONS

We may have regard to your expertise as an Elective Professional Client when complying with the requirements under the regulatory system that our communications be clear, fair and not misleading. Therefore, communications may not be as simple and frequent to clients that are not Retail Clients.

8. UNDERSTANDING RISK

FCA Rules require warnings to be given of the nature of any risks involved (both generally and in respect of a number of particular types of investment and investment activity) if transactions are recommended to, or carried out for, clients will not apply when you are treated as an Elective Professional Client.



9. DISCLOSURE OF CHARGES, REMUNERATION AND COMMISSION

There will be no obligation under the FCA Rules to disclose in advance the basis and amount of the applicable charges or the amount of remuneration or commission or other income payable to us or our associates for conducting the relevant business.

Particular restrictions on the remuneration structure may not be applicable to services provided to Elective Professional Clients.

10. SUITABILITY AND APPROPRIATENESS

We shall not be obliged to ensure the suitability and appropriateness of investments made. We are entitled to assume that you have the necessary level of experience, knowledge and expertise to understand the risks involved in a transaction.

11. BEST EXECUTION

FCA Rules will not require us to provide best execution to funds in which you invest providing certain procedural steps are followed.

12. CLIENT MONEY

FCA Rules relating to Client Money may be disapplied by agreement with you. In returning the attached acknowledgement you give that agreement.

13. EXCLUSION OF LIABILITY

FCA rules restrict the ability of regulated businesses to exclude or limit their liabilities to retail clients. As you are being categorised as an Elective Professional Client, the FCA rules will not apply in the same way and we will be able to restrict or exclude our liability to you.

14. CONSUMER DUTY

FCA rules relating to consumer duty do not apply to you, in particular, the general principle that a firm must act to deliver good outcomes for Retail Clients, does not apply as you are being categorised as an Elective Professional Client.

If you have any queries on this warning or require any further information, please contact Compliance by email at us.compliance@plus500.com.


If in doubt about the contents of this warning and agreement, please speak to your legal advisor.



ELECTIVE PROFESSIONAL INVESTOR ACKNOWLEDGEMENT

I have read and understood the above Loss of Protections Warnings and Consent and agree:

1. That I wish to be treated as an Elective Professional Client;
2. That I do not require periodic statements or other reports in the format required by the FCA Rules for Retail Clients but only such reports as may be agreed between us; and
3. To having telephone calls and other real time communications made to me/us in respect of the investments and investment activities for which I am classified as an Elective Professional Client and such other investments and investment activity as I/we from time to time agree.



Date: _____

Signature: _____

Name: _____

