

# **KEY FACTS SUMMARY**

This Key Facts Summary highlights certain key terms of the Client Agreement and associated policies of Alchemy Markets Ltd (together, the "Key Agreements"). Please read the Key Agreements in conjunction with our policies listed on our website. The terms of the Key Agreements prevail to the extent of any consistency with this Key Facts Summary.

# 1. Alchemy Markets Limited

You are entering into an agreement with us, Alchemy Markets Limited ("Alchemy"). We are authorised as an investment firm by the Malta Financial Services Authority ("MFSA") under the Investment Services Act (Chapter 370, Laws of Malta) with company registration number C56519 and authorised identity number IS/56519.

#### 2. Risks

Trading our products (including, leveraged products on margin) is extremely risky. You may lose some, all or more than the amount you initially deposited with us and may be required to fund your negative balance.

#### Our products are not suitable for all potential clients.

Please ensure you read the Risk Disclosure Notice available on our website.

### 3. Your obligations

You have many obligations when opening a trading account with us and trading. You must understand the terms of the Client Agreement and have sufficient funds to meet margin calls at all times. You must monitor your account and open positions frequently and never trade in breach of the terms of the Client Agreement or any Applicable Law.

### 4. Costs and charges

We will provide you with our Costs & Charges Disclosure on our website.

- Our charges for trading may include trading commission, a mark-up of the spread and/or overnight financing charges. All of these costs reduce your account balance accordingly and may increase your loss or reduce profits on your trades.
- In certain cases, we pay an introducer who has introduced you to our firm.
- Our banks may charge you fees for deposits and withdrawals, depending on the currency and timing of the transaction. We do not charge for these actions but will pass on any costs incurred in carrying out your instructions.
- We shall make relevant disclosures in relation to any inducements received or paid by us.



# 5. Investment Services

Alchemy is authorised by the MFSA to provide the following investment services: (i) the reception and transmission of orders; (ii) execution of orders on behalf of other persons; and (iii) dealing on own account. The reception and transmission of orders involves Alchemy receiving instructions from a client to transmit an order, and Alchemy transmitting that same order to a broker for execution. Alchemy may also deal/ trade with clients:

- against its own proprietary capital (i.e., "dealing on own account") by acting as the counterparty to the transaction (meaning that Alchemy acts as market maker); or
- as riskless principal (i.e., "dealing on own account when executing client orders"). When dealing with clients as principal, Alchemy will concurrently enter into an opposite hedging transaction with its underlying liquidity providers (meaning that Alchemy acts as a matched principal broker).

### 6. Client classification

You acknowledge that the level of protection offered depends on the category assigned to each client. Retail Clients enjoy the highest level of client protection in terms of Applicable Law. A client may opt for a different classification. If, for instance, a Retail Client, opts to be treated as a Professional Client, this would mean that the client has chosen to waive some of the protections afforded to Retail Clients. Alchemy will only uphold such request if the relevant regulatory criteria and procedures have been fulfilled. Further information may be provided upon request.

### 7. Best execution

We are committed to ensuring that our clients are treated fairly and receive the best possible price when executing a trade, whatever the product. A copy our Best Execution Policy has been provided to you together with the Client Agreement and is available on our website.

### 8. Conflicts of interest

We have a Conflicts of Interest Policy that sets out the effective organisational and administrative arrangements that have been put in place to identify, prevent, manage, and monitor conflicts of interest that entail a material potential risk of damage to the interests of Alchemy and its clients. A copy our Conflicts of Interest Policy has been provided to you together with the Client Agreement and is available on our website.

### 9. Onboarding and KYC requirements

When you apply for an account and/or in order maintain your account with us, we will ask you for identity, address proof and source of deposit plus knowledge and experience information, to comply with all Applicable Law, including without limitation, those relating to financial crime prevention and for us to determine that margin trading is an appropriate investment activity for you. We also are required to report information relating to your trades to relevant competent authorities as required by Maltese and EEA/EU regulations.



# **10. Telephone Conversations and Electronic Communications**

Alchemy may record and store records of all face-to-face communications, telephone conversations and electronic communication (including but not limited to email, chat, video conferencing and messenger services) with Alchemy (including its employees, managers, directors, or any other representative of the Alchemy). We may also record conversations or communications in writing or on sound and data carriers in connection with the implementation of the client relationship, which do not have any reference to the services and to store these recordings. This includes phone conversations about complaints.

# 11. Market abuse, suspicious transaction, and order reporting

The firm is obliged to report any instances of market abuse, suspicious transaction, and order reporting. You must not engage in any activity that distorts or manipulates prices or the normal working of the relevant market or is based on insider information.

# 12. Consequences of breach of contract and termination

Either party may terminate the Client Agreement on written notice to the other party, but without prejudice to any accrued rights set out in the Client Agreement.

The firm has the ability to deal with any open trades in order to protect the interests of the firm and its counterparties at any time, upon termination of the Client Agreement or otherwise as a result of an Event of Default. Please refer to the Client Agreement for further details.

### 13. Force Majeure

If an event outside of our control occurs (such as a power, broadband or trading connection outage) affecting you, us, or our liquidity providers (broadly a "Force Majeure Event), and this in any way prevents us providing our investment or ancillary services to you, then our obligations under the Client Agreement will be deferred for the duration of the Force Majeure Event.

### **14. Complaints procedure**

- If you are dissatisfied with any aspect of our service, please contact your account manager or, if you wish to complain in writing, please contact us via email: <u>compliance@nsfx.com</u> with all relevant information to enable us to promptly assess the complaint and reply to you.
- Please refer to our Complaints Handling Policy on our website for how we deal with complaints. If you are eligible, you may be able to refer your complaint to the Arbiter of Financial Services, which is an independent dispute resolution service. Additional information can be found at www.financialarbiter.org.mt.
- The firm is covered by the Investor Compensation Scheme ("ICS"). You may be entitled to compensation from the ICS if we cannot meet our obligations. Professional Clients and Eligible Counterparties are not generally entitled to claim compensation from the ICS. The amount of compensation depends on the type of business and the circumstances of the claim. Additional information on the ICS may be found at <u>www.compensationschemes.org.mt</u>.