

# SPECIAL CONDITIONS - FINANCIAL COMMISSION BROKERAGE ACCOUNT

These special conditions apply to commission agreements between the client and FXFlat Bank GmbH (**Bank**) on the acquisition or sale of financial instruments under the "Framework

Agreement - Financial Commission Brokerage Account", which are concluded through the Merchant Work Station platform using the Brokerage account.

## 1. EXECUTION OF COMMISSION BUSINESS

Bank and client conclude financial commission transactions. If the Bank executes orders of its clients to buy or sell financial instruments as a commission agent, it instructs Interactive Brokers Ireland Limited (Irish company no: 657406; hereinafter: **IBIE**) as intermediate commission agent to conclude the execution transaction. IBIE either executes this transaction itself or in turn instructs another company of the Interactive Brokers Group - in particular Interactive Brokers LLC - to conclude such an execution transaction.

All companies of the Interactive Brokers Group have various execution channels and execution venues available for order execution. Orders may be executed on exchanges or other trading venues and in both floor trading and electronic trading. Within the scope of electronic trading on an exchange, the client's order may also be executed directly against a company of the Interactive Brokers Group if the conditions of exchange trading permit this.

## 2. CONTRACT INITIATION AND CONCLUSION

IBIE as well as other companies of the Interactive Brokers Group execute financial commission transactions in accordance with their respective applicable execution policies. These execution policies, as amended from time to time, will form part of these

Special Conditions. The currently applicable execution policies can be viewed on the Interactive Brokers website.

## 3. MARKET PRACTICES; INFORMATION; PRICE

### 3.1. Applicability of legal provisions; customs; terms and conditions of business

The execution transactions will be subject to the legal provisions and terms and conditions (market practices) applicable to trading at the execution venue; in addition, any general terms and conditions and other contractual terms and conditions of the bank and of companies of the Interactive Brokers Group will apply.

### 3.2. Information

The Bank will notify the client of the execution of the order without delay. If the client's order was executed directly in elec-

tronic trading on an exchange against the intermediate commission agent, no separate notice is required.

### 3.3. Price of the execution transaction; charge; expenses

IBIE settles the price of the execution transaction with the client. The Bank as well as IBIE are entitled to charge agreed charges in each case. The price of the execution transaction including charges will be debited directly from the client's sub-account with IBIE. A possible claim of FXFlat as well as IBIE for reimbursement of expenses will be governed by the statutory provisions.

## 4. REQUIREMENT OF SUFFICIENT ACCOUNT BALANCE

The Bank is required to execute the order as commission agent only to the extent that the client's credit balance on the settlement account is sufficient for execution.

If the Bank does not execute the order in whole or in part, it will inform the client without delay.

## 5. SETTING PRICE LIMITS

The client may specify price limits for the execution transaction to the bank when placing orders (price-limited orders). IBIE and all other companies of the Interactive Brokers Group are also bound by these limits.

## 6. FURTHER PROVISIONS ON THE EXECUTION OF CLIENT ORDERS

### 6.1. Validity of the execution policies

The validity period of open-ended client orders and of orders for the purchase or sale of subscription rights as well as the expiry of current orders, the repayment of interest coupons, dividend coupons and revenue coupons as well as maturing securities in foreign currencies and the treatment of distributions and options will be governed by IBIE's execution policy as well as the execution policy of the IB Group companies involved in the respective execution.

### 6.2. Mistrades and misquotes

According to the practices applicable on the trading venues, a reversal option may be considered in the event that execution transactions were concluded at prices that were not in line with the market. If, in connection with the execution of a client order, the trading partner mistakenly uses a wrong price as a basis due to a technically justified malfunction of the trading system or due to an operating error or similar reasons (mistrade or misquote), which deviates significantly and obviously from the market-adequate price - the reference price - at the time of the conclusion of the transaction, he will be entitled to a contractual right of withdrawal/cancellation with respect to the partner of the execution transaction. This may result in IBIE, as a partner in an execution transaction, having to oppose the execution of the securities transaction. In this case, IBIE may also request this from the bank. In such a case, the bank will also oppose the transaction with respect to the client.

The client can view the rules on mistrades or misquotes of the individual execution venues on the websites of the respective exchange.

### 6.3. Margin calls

When concluding transactions in certain financial instruments, the investor may be required to make further payments to offset losses from the transaction (margin call). In particular, transactions with leveraged financial instruments (e.g. futures, spot exchange transactions, contracts for difference - CFD) involve the risk of losing more than the original capital invested in the event of a loss.

#### 6.3.1. No margin call for private clients when trading in CFDs and futures

For clients who are not classified as professional clients within the meaning of the WpHG, a margin call liability is excluded for transactions that are aimed at trading CFDs or futures.

#### 6.3.2. Margin call for professional clients

Professional clients within the meaning of the WpHG are required to make margin call in CFD, futures or spot exchange transactions to the extent of the trading conditions. If the client's credit balance is not sufficient to settle a required margin call, the client will immediately pay the difference into the collective escrow account for the benefit of the Bank.

## 7. LIABILITY OF THE BANK IN COMMISSION BUSINESS

The Bank will not be liable for the proper execution of the order by IBIE, but only for the proper forwarding of the order. Until the conclusion of the execution transaction, the Bank will also

be liable for the careful selection and instruction of IBIE when it engages IBIE as an intermediate commission agent.

## 8. SPECIAL NOTES

The use of electronic aids to request quotes and to conclude transactions (quote machines) by clients is considered by both the bank and the trading partners as improper use of the trading system and is accordingly prohibited.