



CFD Terms

Effective from: 1st Nov 2007

Halifax CFDs

Contents

| Heading | Clause Number |
|---|----------------------|
| Introduction | 1 |
| Definitions. | 2 |
| Financing Charge | 3 |
| Commission | 4 |
| Roll Over | 5 |
| How to Calculate a Profit or Loss on a CFD. | 6 |
| Law and Jurisdiction | 7 |
| Regulation | 8 |

CFD Terms

1. Introduction

1.1 The Terms of the contract between us in relation to your CFD Account consist of: -

- the General Terms;
- these CFD Terms;
- the Market Information Sheets relating to CFDs;
- the Margining Terms.

2. Definitions

2.1 The definitions in the General Terms apply to these CFD Terms. Please refer to clause 35 of the General Terms.

3. Financing Charge

3.1 A daily financing charge may apply to each CFD Open Position at the close of our trading day in respect of that CFD.

If a financing charge is applicable it is either paid by you to us or by us to you, depending on the type of CFD concerned and whether you hold a Long Position or a Short Position.

The method of calculation of the financing charge varies depending on the type of CFD concerned.

The amount of financing charge will vary as it is calculated by reference to current interest rates (such as LIBOR).

3.2 You need to refer to the following sources to ascertain whether you pay or receive the financing charge and the method of calculation: -

- the Market Information Sheets;
- the Website;
- Support Services.

3.3 The financing charge will be credited or debited (as appropriate) to your Account on our next trading day after the day to which it relates.

3.4 We reserve the right to vary the method of calculating the financing charge, financing rates and/or the types of CFDs to which the financing charge applies by not less than 14 days written notice to you.

3.5 It is your responsibility to make sure you access the sources referred to in clause 3.2, so that you know whether you pay or receive the financing charge, how it is calculated and the types of CFDs to which it applies.

4. Commission

4.1 Commission may be payable by you to open and close CFD trades. Whether or not this is the case depends on the type of CFD concerned.

4.2 You need to refer to the sources set out in clause 3.2 in order to ascertain whether commission is payable to open or close a CFD trade, the rate of commission and whether any minimum amount of commission is payable.

4.3 Commission payable will be debited from your Account at the same time as we open or close the relevant CFD trade.

4.4 We reserve the right to vary the method of calculating commission, commission rates and/or the types of CFDs in respect of which commission is payable by not less than 14 days written notice to you.

4.5 It is your responsibility to make sure you access the sources at clause 3.2, so that you know current commission rates and the types of CFDs in respect of which commission is payable.

5. Roll Overs

- 5.1 Before the expiry date of a CFD trade on some Markets you may ask us to roll over that CFD trade. You have to make this request a certain time before expiry – please refer to the Market Information Sheets or Support Services for the Markets on which this is available and the times by which you have to make this request; these times may vary depending on the Market concerned. We are not obliged to agree to roll over the CFD trade.
- 5.2 If you are permitted to roll over a CFD trade: -
- the original CFD trade is closed at Our Price and becomes due for settlement;
 - a new CFD trade is immediately opened (in the relevant Market) at the Our Price offered for the new CFD trade;
 - any Orders that are attached to the CFD trade concerned (i.e. any Guaranteed Stop Loss Orders, Stop Loss Orders, Attached Limits, Trailing Stop Loss Orders and One Cancels the Other) are automatically cancelled and cease to have effect.

6. How to Calculate a Profit or Loss on a CFD

6.1 On closure of a CFD trade a profit or a loss will have arisen, as follows: -

you will have made a profit if the Our Price at which you sold (whether opening or closing the CFD trade) exceeded the Our Price at which you bought (whether opening or closing the CFD trade);

you will have made a loss if the Our Price at which you sold (whether opening or closing the CFD trade) was less than the Our Price at which you bought (whether opening or closing the CFD trade).

6.2 Your profit or loss:

- is the difference between the opening value of your CFD trade (i.e. number of CFDs/shares x opening Our Price) and the closing value of that CFD trade (i.e. number of CFDs/shares x closing Our Price);
- plus or minus the financing charge applicable to that trade;
- minus any commission payable to open and/or close the trade;
- plus or minus any adjustments in accordance with clause 16 of the General Terms.

6.3 Profits on closed CFD trades will be credited to your Cash Balance.

6.4 Losses on closed CFD trades will be debited from your Cash Balance.

6.5 Unrealised Marked to Market profits (i.e. profits on Open Positions) will not be credited to your Account. Likewise unrealised Marked to Market losses (i.e. losses on Open Positions) will not be debited to your Account. Those unrealised profits and losses will be calculated as above, replacing the closing Our Price with the Marked to Market Our Price; we call the total of your unrealised profits and losses (Marked to Market) "Open Position P&L". Please note that Open Position P&L is taken into account in the calculation of Trading Resource. This means that Open Position P&L is taken into account to calculate Margin, to determine whether or not you can place a CFD trade and to determine maximum stake size of a CFD trade.

7. Law and Jurisdiction

7.1 The Terms, (including all Margined Trades and Orders) and our relations prior to the establishment of any contract between us shall be governed by and construed in accordance with the laws of England and Wales.

7.2 The Courts of the United Kingdom will have exclusive jurisdiction over any claim or matter arising under or in connection with the Terms and the legal relationships established by the Terms. Nothing in this clause shall limit our right to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

8. Regulation

- 8.1 We are entered on the FSA's register under number 113942. Our registered office is 3rd Floor, Moorgate Hall, 155 Moorgate, London, EC2M 6XB (telephone 020 7550 8500). Our main business is the provision of spread betting, CFD trading and related services and products.
- 8.2 We are authorised and regulated by the Financial Services Authority.

Contact us

Halifax CFDs
Moorgate Hall
155 Moorgate
London
EC2M 6XB

Dealing Desk Tel: 0845 356 0162
Customer Services Tel: 0845 356 0163

For the purposes of Margined Trading, Halifax Share Dealing Limited has introduced you to Halifax CFDs, which is a trading name of City Index Limited (No: 1761813) ("CI"), Moorgate Hall, 155 Moorgate, London, EC2M 6XB. For the purposes of Margined Trading the contract is between you and CI and your Account is with CI. CI are authorised and regulated by the Financial Services Authority whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS and are entered on the Financial Services Authority's register under number 113942. In this contract CI are referred to as Halifax CFDs.