

## **GCUK to SFL Migration – Novation**

### **Transfer of business to affiliate**

We refer to the customer agreement between you and Gain Capital UK Limited (**GCUK**), as published on our websites from time to time (the **Agreement**).

On February 27th, 2020, StoneX Group Inc. (formerly INTL FCStone Inc.) announced that it had entered into a definitive agreement to acquire GAIN Capital Holdings, Inc. Following completion of that acquisition on July 31st, 2020, we commenced an internal reorganisation of our group of companies, including the process of transferring GCUK's business to our affiliate, StoneX Financial Ltd (**SFL**).

As part of the business transfer, we will be transferring all our rights, obligations and liabilities to SFL with the effect that SFL will become a new party to the Agreement, and will operate your account(s), substituting GCUK. Like GCUK, SFL is regulated by the Financial Conduct Authority (FCA reference number 446717) and carries the same permissions as GCUK, including the requirement to protect funds under the FCA client money rules. It is also subject to the Financial Services Compensation Scheme (**FSCS**).

This transfer process is legally known as a novation and it will take effect on Sunday, February 28<sup>th</sup>, 2021 (the **Effective Date**). All the current terms of your Agreement remain unchanged, as does the level of service you will continue to receive from us.

### **What do I need to do?**

If you do not agree to the novation, you may close your account(s) with us by notifying our client services team, using the contact details below, before Sunday, February 28<sup>th</sup>, 2021. By continuing to trade or keeping your account(s) open after the Effective Date, you will be deemed to have consented to the novation on the following terms:

1. We transfer all our rights, obligations and liabilities under the Agreement, and your account(s), to SFL.
2. SFL will operate your account(s), perform the Agreement and be bound by its terms in every way as if it were the original party to it in place of us.
3. You will perform the Agreement and be bound by its terms in every way as if SFL were the original party to it in place of us.
4. Each of us releases the other from all its future obligations under the Agreement or in relation to your account(s).
5. Each of us releases and discharges the other from all claims and demands under or in connection with the Agreement and your account(s), including without limitation claims for negligence, whether arising before, on, or after the Effective Date and in each case whether known or unknown to the releasing party.
6. Each of you and SFL will have the right to enforce the Agreement and pursue any claims and demands under it against the other with respect to matters arising before, on or after the Effective Date, as if SFL were the original party to the Agreement instead of us.
7. SFL will hold all client monies belonging to you in accordance with the FCA client money rules.

8. SFL participates in the FSCS, which means in the unlikely event it is unable to meet its financial obligations to you, you may be entitled to receive a maximum payment of £85,000 from the FSCS. Please refer direct to the FSCS for further information [www.fscs.org.uk](http://www.fscs.org.uk).
9. The Agreement will in all other respects continue on its existing terms.

From the Effective Date, you should deal solely with SFL in respect of the Agreement and your account(s); all correspondence relating to the Agreement and your account(s) should be addressed to SFL, marked for the attention of the client services team. All contact details will remain the same as they are today.

### **Personal data**

On the Effective Date, SFL will become the controller of your personal data under the Data Protection Act 2018. The business transfer mentioned above will not fundamentally change the way your personal data will be processed in connection with your account(s).

SFL may continue to contact you about products or services related to your account(s) in accordance with your current marketing preferences. You can update your marketing preferences at any time in the usual way including by contacting client services. You can opt-out of marketing communications by clicking the unsubscribe link at the bottom of our emails.

If you have any questions concerning the proposed transfer, please contact client services.