



Treatment of Client Money

December 2013

This notice applies to Eligible Counterparty and Professional Clients

ICAP will normally settle transactions on a “delivery versus payment” basis and any money received will not usually be eligible to be treated as client money under FCA Rules.

However, when ICAP holds client money on your behalf, ICAP will do so in accordance with the FCA client money rules. ICAP will promptly place any client money received into an account or accounts (including a designated client fund account (as defined by the FCA Rules), the usage of which you consent to by entering into these Terms) opened at a central bank, a credit institution within the EEA or a bank authorised by its local regulator outside of the EEA.

ICAP may hold client money with (1) a bank or credit institutions located outside England and Wales, or (2) pass client money to an intermediate broker, settlement agent or OTC counterparty outside England and Wales. In such circumstances the legal and regulatory regime applying to such person will be different from that of the United Kingdom and, in the event of failure of such person, your money may be treated in a different manner from that which would apply if the money was held in an account in, or by an intermediate broker, settlement agent or OTC counterparty in, the United Kingdom.

Interest will not be payable to you in respect of any money which ICAP holds for you (including, in particular, funds received in advance of the due date for settlement or representing dividends) unless specifically agreed between us.

Any client money held by ICAP shall be subject to a right of set-off, lien or other security interest.

You consent to ICAP ceasing to treat any money held for you or on your behalf as client money, and, accordingly, release it from ICAP's client bank accounts where there has been no movement on your balance for a period of at least six years, notwithstanding any payments or receipts of charges, interest or similar items. Before doing this, ICAP will write to you at your last known address to inform you of our intention to no longer treat your balance as client money, giving you 28 days' notice of that intention and you may inform us within that time period of your wish to make a claim on the money. ICAP undertakes to make good any valid claims against any released balances even if ICAP has ceased treating your money as client money.