

## RISK FACT SHEET FOR CONTRACTS FOR DIFFERENCES

Prepared on: [24/09/19]

It highlights the common risks of trading in Contracts for Differences (CFDs) and complements the trading agreement and associated risk disclosures furnished by PSPL. This Risk Fact Sheet does not disclose all the risks of trading in CFDs. It is important to read the trading agreement and associated risk disclosures before deciding whether to trade in CFDs. You should also carefully consider whether trading in CFDs is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. If you do not have a copy of the trading agreement (i.e. Conditions Governing Phillip Securities Accounts) and associated risk disclosures, please contact PSPL to request for a copy or downloading via <https://www.poems.com.sg>. You should not trade in CFDs if you do not understand the product or are not comfortable with the accompanying risks.

### Q1. What is my potential loss when I trade on margin in CFDs?

When you enter into a CFD transaction, you need to pay an initial margin, which is based on a percentage of the value of the trade. When you trade on margin, you should be prepared to lose more than or all of your initial investment amount that you have paid as margin to PSPL.

**Illustration 1:** The shares of XYZ Ltd are quoted at S\$2.00 per share and you are buying 2,000 shares of XYZ Ltd as a CFD at S\$2.00 per CFD. PSPL sets the margin at 10% so you have to put up an initial margin of  $10\% \times S\$2.00 \times 2,000 = S\$400$ .

- The share price of XYZ Ltd then falls from S\$2.00 to S\$1.95. As such, your unrealised marked-to-market loss is S\$100  $[(S\$1.95 - S\$2.00) \times 2,000]$ .
- Due to adverse market information on XYZ Ltd, the share price falls further to S\$1.75. Your unrealised marked-to-market loss is now S\$500  $[(S\$1.75 - S\$2.00) \times 2,000]$ . If you were to liquidate your position, your realised loss would be \$500, which is S\$100 more than your initial margin of S\$400.
- In the worst case, the shares of XYZ Ltd become worthless. You lose the full contract value of S\$4,000  $[(S\$0 - S\$2.00) \times 2,000]$ , which is 10 times the initial margin of \$400 you have put up. This is similar to the situation where you bought 2,000 shares at S\$2.00 per share, and lost your entire investment. You may also be liable for additional charges, costs and fees incurred.

### Q2. What will happen if I do not have enough margin to cover my losses?

There are two margin call situations as follows:

- (i) If the cash balance in your account is less than the margin required on your account, PSPL will issue you a margin call to pay the margin shortfall by the second business day.
- (ii) For account's margin ratio that falls below 5%, the account holder has to pay the margin shortfall by the next business day.

If you fail to meet the margin call, PSPL has the right to close out your CFD positions without notifying you, pursuant to the Conditions Governing Phillip Securities Accounts, Part B Section 7, paragraph 7 of your trading agreement with us. Therefore, you will need to monitor your account closely to ensure that you deal with any margin calls promptly.

**Illustration 2:** Referring to Illustration 1, the share price of XYZ Ltd falls from S\$2.00 to S\$1.95 and the notional value of the contract is now \$3,900 (2,000 x \$1.95). The margin requirements (assuming 10% margin rate) to maintain the contract is now S\$390 (S\$3,900 x 10%). With an unrealized loss of S\$100  $[(S\$2.00 - S\$1.95) \times 2,000]$  and margin of S\$400, your net equity is now S\$300 (S\$400 - S\$100). PSPL issues you a margin call of S\$90 to top up your margin to S\$390 (assuming that the margin requirement is S\$390). If you fail to pay the margin call by the stipulated business day, PSPL can close out your position. If the share price of XYZ Ltd continues to fall and your loss exceeds S\$X (i.e. X% of the margin requirement), PSPL may close out your position. In addition, you may be liable for additional charges, costs and fees incurred.

### **Q3. How is the CFD quoted?**

PSPL has two pricing models for its products – the CFD direct market access (CFD DMA) model and the CFD non-DMA model. For the CFD DMA model, the CFD prices will correspond directly to prices of the reference instrument quoted in the underlying exchange or market. Therefore, the CFD prices will only be available if the underlying exchange or market is open and if there is sufficient liquidity.

For the CFD non-DMA model, the firm determines and quotes its own prices which are referenced to, but may differ, from the actual prices in the underlying exchange or market. In particular, when the underlying exchange or market is not open or has insufficient liquidity, the CFD non-DMA prices quoted by the firm may deviate significantly from the underlying or last available reference price, or the firm may charge additional spreads to its prices. Because the firm deals with you as principal for its own account, there is a risk of conflict of interests as the firm may quote you a price that is less favourable to you than what is available in the underlying exchange or market to avoid losses in its own account.

### **Q4. Can my order be executed at a price that is less favourable than the price quoted on the trading system, or the price that I have submitted?**

Your order can be executed at a price that is less favourable than the price quoted on the trading system as stipulated in the Conditions Governing Phillip Securities Accounts, Part B Section 7, paragraph 6 of the agreement. Quotes for prices for dealing in PSPL's products are indicative only and not guaranteed. This can happen when there is a change in our quoted price between the time your order is placed and the time your order is received or executed by our system (e.g. delay in the internet transmission of your order, or rapid price fluctuations in the financial markets during that period). In particular, for stop-loss orders that are triggered for execution at the stop price level that you have indicated, it may be difficult or not possible to liquidate your position at your stop price level, due to rapid price fluctuations or lack of liquidity in the markets. If any of the foregoing events happens, you may incur unexpected losses.

However, your order will not be executed at a price that is less favourable than your submitted price.

### **Q5. Will my order be manually executed? If so, under what circumstances does PSPL rely on manual execution?**

PSPL's system executes your orders on an automated basis and does not rely on any manual intervention or dealing, unless your orders do not pass the pre-execution checks carried out by PSPL's trading system. This can happen if there is insufficient or unavailable liquidity in the underlying market for PSPL to hedge its own risk exposure. In this regard, PSPL has the discretion to determine the price of the CFD pursuant to Conditions Governing Phillip Securities Accounts, Part B Section 7, paragraph 12 of your trading agreement with us.

### **Q6. Where are my margins kept and maintained? Can PSPL use my margin for its own purposes?**

Your moneys or other assets that you placed with PSPL are required by regulations to be maintained in segregated accounts with certain specific entities. Your moneys or other assets are segregated from PSPL's own moneys or assets, but may be kept in the same omnibus account with other customers of the firm. PSPL is not permitted to use your money or other assets in the segregated account for its own purposes, including for settling its own dealings with its hedge counterparty.

### **Q7. What will happen to my margin if PSPL becomes insolvent? Will I be able to get back my moneys or other assets?**

PSPL is your contractual counterparty and is obliged according to the terms and conditions of the trading agreement to honour your CFD trades and any profits made. Therefore, if in an unlikely and unfortunate event that PSPL becomes insolvent, you face the risk that the firm will not be able to honour any profits that you made. As for your moneys or other assets that are held in the segregated account, these should be protected from the claims of PSPL's creditors. Nonetheless, the recovery and return of your moneys or other assets will take time, as this is subject to due process of PSPL's liquidation, including the reconciliation of all its customers' positions and moneys.

#### Q8. Under what circumstances can PSPL close my position or void my order?

Under the terms of the trading agreement, PSPL can close out your position or void your trade when:

- (i) you are unable to meet the margin calls within the required timeframe (Conditions Governing Phillip Securities Accounts, Part B Section 7, paragraph 7);
- (ii) any of the situations as listed in Part B Section 7, paragraphs 10 or 12 of the Conditions Governing Phillip Securities Accounts occurs

The price at which your CFD is closed out will depend on the available price of the underlying share or asset at that point in time, which may result in a loss to you.

#### Q9. What are the commissions, fees and other charges that I have or may have to pay?

PSPL's commission, fees and other charges may include but are not limited to the following items. Please refer to <https://www.phillipcfid.com> for the latest information.

**Commission:** Applicable to all CFDs except for FX CFDs. All commission charges are subject to the Goods and Services Tax (GST).

**Finance Charge:** A financing fee is charged on any CFD positions that are held overnight on a daily basis. Finance charge is set at a percentage (e.g. 0.5% p.a.) and is charged based on 100% of the end-of-day marked-to-market value of your CFD positions.

**Illustration 3:** The shares of XYZ Ltd are quoted at S\$2.00 per share and you buy 2,000 shares of XYZ Ltd as a CFD at S\$2.00 per CFD. The commission charged is  $S\$2.00 \times 2,000 \times 0.5\% = S\$20.00$ . In addition, GST of S\$1.40 (7% of S\$20.00) is levied. If you hold the 2,000 shares as a CFD overnight, you incur a daily financing charge. The daily charge is  $(S\$4,000 \times 0.5\% / 365 \text{ days}) = S\$0.05$ .

#### Q10. What happens when trading in the underlying share or asset is suspended or halted? How can I exit my position and will I suffer losses?

In event of a suspension where the price of the underlying share is unavailable, PSPL may allow you to exit your CFD position at a price determined by PSPL (Conditions Governing Phillip Securities Accounts, Part B Section 7, paragraph 12). During the period of suspension, holders of CFD positions will continue to incur finance charges if the positions are held overnight.

In the event of a prolonged period of suspension, PSPL may require you to increase the margins, pay up the contract value in full, or close off your positions at an appropriate price determined by PSPL. In the worst case, you could lose 100% of the contract value. You may also be liable to pay additional charges, costs and fees incurred.

#### Acknowledgement of Receipt of the Risk Fact Sheet

I/we hereby acknowledge that I/we have received a copy of this Risk Fact Sheet on contracts for differences ("CFDs") and fully understand its contents.

**Name of Customer**

**NRIC / Registration Number of Company**

**Signature/s of Customer / Authorised Signatories**

**Date:**