

Liv-ex DMA – Declaration

Thank you for choosing to connect directly to Liv-ex, enabling you to increase your efficiency and opportunities to trade. Below are 10 factors that you should consider during the development of your system. The list is not exhaustive, but is intended to provide some signposts to create a safer connection.

- 1) Ensure that you are sending orders for the correct wine – the connection uses LWIN, so your wines must be matched to the correct LWIN.
- 2) Ensure that your system makes it clear to users at what price and quantity they are buying or selling. It must be evident if the price displayed is for a bottle or case, and if it is the latter the size of the case must be specified (e.g. a case of 6 or 12 bottles).
- 3) The Liv-ex system contains provisions for alerts if there are any errors, for example if the quantity and price have been mixed up. Do not design your system to automatically circumvent these checks.
- 4) If allowing your customers to sell through your system:
 - a. Please ensure that your customers' cases are SIB quality and can be made available within the contract period. If they are not, you will still be required to fulfil the terms of the trade by providing SIB-compliant stock.
 - b. On this basis, it is good practise to ensure that customers selling through you on Liv-ex have submitted their wines for an SIB Passport in advance of any sale.
 - c. You may wish to apply individual trading limits to your customers to ensure that they do not inadvertently max-out your Liv-ex trading limit.
- 5) When you allow your customers to buy on Liv-ex through your system, you are committing to the trade. Any orders that they may cancel under consumer protection rights do not affect the Liv-ex trade. You will still be responsible for fulfilling the terms of the contract on Liv-ex.
- 6) Please read carefully the section in Liv-ex's terms and conditions that covers the potential of the Liv-ex site connection going down. If this happens your SIB positions will be automatically suspended upon restart. To cater for non 24/7 systems we have built two override facilities to avoid suspending positions automatically if; we cannot reach your system with our push notifications when new events happen and / or Liv-ex has gone down – please indicate if you would like these activated.
- 7) Should the connection of your own system fail, it is your responsibility to manually suspend your trades via the Liv-ex website.
- 8) All orders placed on Liv-ex are binding until you receive a delete confirmation from Liv-ex. We offer a 'heartbeat' service to monitor the status of the Liv-ex site.
- 9) Keep your API access key and password safe: if these are used to place orders on Liv-ex, it is the same as someone using your Liv-ex username and password to place orders. You may therefore want to consider how you protect access to your own system.
- 10) Liv-ex standard trading limits still apply. To make full use of your connection to Liv-ex, you may wish to place a margin deposit with Liv-ex to increase your trading limits.

Declaration:

I hereby confirm that would like to enable a direct connection to Liv-ex. I acknowledge that the existing membership, trading and data terms and conditions still apply and that I have understood the implications of connecting directly to Liv-ex. I confirm that I am authorised to act on behalf of my company.