FXCG

Leading For Innovation | Since 2012

Client Agreement

Terms and Conditions of Business

FXCG Group Limited

Leading For Innovation | Since 2012

Company:FXCG Group Limited
Company No.:A000001395
Review:Annual
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Risk Warning:trading FX is risky.It isn't suitable for everyone and you could lose substantially more than your initial investment.You don't own or have rights in the underlying assets.Pastperformance is no indication of future performance and tax laws are subject to change.The information in this document is general in nature and doesn't take into account your or your client's personal objectives,financial circumstances,or needs.Please read our legal documents and ensure you fully understand the risks before you make any trading decisions.We encourage you to seek independent advice.

Contents

IMPORTANT

The financial products and services provided by FXCG Group Limited aren't intended for distribution to residents of Australia,the United Kingdom,the European Union,the United States,or any other country where to do so would be unlawful.It's your responsibility to make sure that there aren't any laws or regulations in yourjurisdiction that restrict you from trading with us.

1.Getting started

Applying for an Account

1.1 You need to have an active Account before you can trade with us.You can apply for more than one Account.

1.2 This is the process for applying for,opening and activating your Account:

(a)you need to complete an Application Form,which we'll decide to accept in our sole discretion;

(b)if we accept your Application Form,we'll open an Account for you;

(c)if we need you to pay us money as Margin,subject to clause 1.3:

(i)you need to deposit the Margin that we ask for into our bank account;and

(ii)once your money has been cleared,we'll credit your Account with the Margin that you've deposited.

1.3 We'll hold any money that you pay to us in compliance with clauses 4.6,4.7 and 4.8 of these Terms.

Term

1.4 The Agreements take effect when you accept them online as part of your Account application process and will remain in force unless terminated under these Terms.

No personal advice

1.5 The contents of these Terms and any advice that we give you is general information only and doesn't take into account your personal situation,financial objectives or needs. In particular,we don't provide personal advice about whether you should open,hold or Close-Out a Contract.You're entirely responsible for assessing the features and risks of the products that we offer and seeking your own independent advice about whether they're suitable for you,before you trade with us.

Underlying Assets

1.6 You acknowledge that when you trade with us,you don't own,have any rights in,or take physical delivery of any Underlying Assets,and there's no exchange of on Underlying Asset for another.

Entering into a Contract with you

1.7 We enter into a Contract with you when we accept an Order that you've submitted,provided that you comply with your obligations under the Agreements.Please refer to clause 2 of these Terms for more information on Orders and pricing.

1.8 Whenever we send you a notice that sets out an amount or rate for a Contract or Order,you should take it as evidence of that amount or rate,unless it's proven incorrect.You're responsible for verifying the contents of each notice that you receive from us.We'll take our notices to be correct and conclusive,unless you tell us otherwise in writing within 3 Business Days of receiving it.

1.9 We enter into each Contract with you as a principal.We don't enter into Contracts as an agent on your behalf.

1.10 You also enter into each Contract with us as a principal,unless we otherwise agree with you in writing.

1.1 1 You can instruct us to enter into a Contract which is opposite to one or more of your open Contracts.

Closing-Out your Contract

1.12 Your open Contract is Closed-Out:

(a)when we accept your Order requesting Close-Out of your Contract(including where the Order is deemed to be a Close-Out under clause 1.11 of these Terms);or

(b)by us under clause 15.

1.13 If your Contract is Closed-Out under clause 15.2,we'll pay you any Profit and you must pay us any Loss on your Account,to the extent that these amounts haven't already been prepaid under clause 5 of these Terms.

Trading on your Account

1.14 You must not permit another person to trade on your Account(as your agent or otherwise)without our written approval and without first completing any documents and due diligence process that we require from you and your proposed agentregarding these arrangements.You acknowledge that you're entirely responsible for any activities carried out by another person on your Account,whether or not you've appointed them as an agent in compliance with these Terms.

1.15 If you act as an agent for another person,we won't accept that person as a client unless we agree with them in writing and have them complete the required documents,regardless of whether you identify that person to us.

1.16 You must let us know if you've withdrawn your agent's authorisation.

1.17 We reserve the right to decline or terminate any agency arrangements in our sole discretion.

Treating your Accounts separately

1.18 If you've opened more than one Account with us,we'll treat your Accounts as entirely separate,except as otherwise set out in the Agreements.

1.19 If you have a credit on one of your Accounts,you're not released from any of your liabilities regarding your other Accounts,except where we exercise our rights under clause 5 and clause 15.3 of these Terms.

1.20 We can, in our absolute discretion,agree to treat your Accounts as one Account if you ask us to do so in writing.In this case,all references to your Account in the Agreements will be taken to be your total Accounts.We'll let you know whether we agree to treat your Accounts as one Account within 7 days of receiving your request.

Our Platform

1.21 The Platform is an online facility that allows you to execute your trades as well as view,download and print the Confirmations and other reports that we provide about your Account.

1.22 It's your responsibility to understand and assess the Platform before trading with us.

1.23 You can access and use the Platform to:

(a)submit Orders to us;

(b)receive Confirmations and other reports that we make available to you by posting in the Platform;

(c)review your Contracts;and

(d)monitor your obligations under the Agreements.

1.24 The Platform is provided by third parties and because of this,we don't control,endorse or vouch for the accuracy or completeness of the Platform.It's provided to you on an"as is"basis,without any express or implied warranty or guarantee from us and we don't promise that it's fit for a particular purpose.

1.25 These terms apply to Contracts that you execute through our Platform:

(a)we're not liable to you for any loss,expense,Cost or liability that you suffer or incur because of any failure of the Platform,data or service interruptions,transmission failure or delays or similar technical errors arising out of or in connection with the use,operation,performance and/or error or malfunction of the Platform,other than as a result of our fraud,willful default or negligence;

(b)we're not liable to you for any removal of Profits or Losses you might suffer due to errors in quotes which are the result of our typing errors,feed errors or any incorrect perception of information that you enter into the system other than as a result of our fraud,willful default or negligence;

(c)we're entitled to make the necessary corrections in your Account based on the market value of the relevant Underlying Asset the time an error occurs;

(d)the price of your Contract may change in the time between when we initially offer it to you and when we receive your Order,because of delays in transmission between you and us.If we offer automatic Order execution to you,we're entitled to change the price at which your Order is executed to the market value at the time we receive the Order from you;

(e)our Platform may be available in several versions,which can vary regarding certain features,including but not limited to the level of security applied and products and services available.We're not liable to you for any loss,expense,Cost or liability that you suffer or incur because you've used a different version of the Platform than our current standard version(with all available updates installed);

(f)you're responsible for all Orders and for the accuracy of all information sent via the Platform using your name,password or any other means of personal identification implemented to identify you;

(g)you must keep all passwords secret and ensure that no one else accesses your Account;(h)you're liable to us for Contracts executed via your password even if you haven't allowed your password to be used or your Account is wrongfully accessed;and

(i)any Confirmation that we send or make available to you on the Platform is our confirmation of a Contract,regardless of whether the Platform confirms that the Contract is executed immediately when you send your instructions.

Our Trading Hours

1.26 The Platform opens on Monday at 0:01 and closes at 23:55 Friday MT4 time.You can view live prices and place live Orders during these hours except during rollover from 23:59 Friday to 0:01 the next day MT4 time,when trading is disabled.You can still access the Platform and view your Account,market information,research and our other services outside of these hours,but you acknowledge that you won't be able to trade or access any live prices.

1.27 We'll provide services to you outside of these hours at our sole discretion.Trading times for each Contract may vary within these times,please check our website for further information on trading sessions for your Contract.

1.28 We're not obliged to quote Underlying Asset prices or accept Orders on a public holiday in any jurisdiction which,in our reasonable opinion,affects the relevant Underlying Asset.We provide notices of public holidays and the Underlying Assets affected within the Platform.

Eligibility

1.29 As previously indicated,it is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements.

THEREFORE, IF THERE IS ANY REASON WHY YOU WOULD NOT BE ABLE TO ENTER A LEGALLY BINDING AGREEMENT WITHUS,FOR WHATEVER REASON–DO NOT USE OUR SERVICES.

Such reasons could include,but are not limited to persons that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal age.

1.30 Due to our internal policies,we only permit people with sufficient experience,knowledge and understanding in financial investments,who possess the personal ability of identifying good investments and distinguishing bad investments,and who fully understand the risks associated with financial investments,independently from any information that they may have read on our Online Trading Facility,to use our Services.

IF YOU NOT POSSESS SUCH KNOWLEDGE INDEPENDENTLY, NOT USE OUR ONLINE TRADING FACILITY.

1.31 In accordance with the International Financial Services Practitioners(Code of Conduct) Regulations 2001,the Company takes all reasonable steps to ensure it does not offer securities business services to a Client,unless these services are suitable for the Client having regard to the facts disclosed by that Client and other relevant facts about the Client of which the Company is or ought to reasonably be aware.The Company shall not recommend a security to a Client unless the Company has adequate information in its possession to enable it to form a basis for the recommendation.

1.32 Information thus obtained will be used exclusively for the assessment referred to hereinabove.

1.33 Notwithstanding any of the above, the above mentioned eligibility restrictions shall only apply in cases where our Services involve the use of real money. The above restrictions shall NOT apply to use of any practice application not associated with real money transactions(such as, "Demo Accounts")

Identification

1.34 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us;therefore,as part of our obligations to comply with applicable"***Anti-Money Laundering("AML")Legislation***",you will be prompted to provide us with the following information when you register with us:

(a)name;

(b)address/residency;

(c)date of birth;

(d)nationality;

(e)contact information;

(f)payment instructions;

and any other personally identifiable information that we may ask for from time to time,such as a copy of your Passport and/ or other identifying documents.

1.35 Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account,to the extent there is any,such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction,and we,in our sole discretion and upon checking such documents,shall make the decision whether to allow such withdrawal(s).

Personal Information-Accurate and Complete Data

1.36 You must provide us with true and complete information to us at all times;including but not limited to,your(a)name;(b)address/residency;(c)date of birth;(d)nationality;(e)contact information;(f)payment instructions;and any other personally identifiableinformation that we may ask from you from time to time,such as a copy of your Passport and/or other identifying documents,that we may request from you from time to time as part of our obligations to comply with applicable“Anti-Money Laundering(“AML”) Legislation”.

1.37 In that connection,you hereby represent,warrant,covenant and agree that:

(a)you are at least 18 years old,or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;

(b)you are not politically exposed person,as defined in the ***Money Laundering and Terrorism(Prevention)Act 2008***,and you do not have any close family ties or personal or business connections to the aforementioned persons;

(c)you are of sound mind and you are capable of taking responsibility for your own actions;

(d)all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true,accurate,complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account;

(e)you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

1.38 If any of the above statements is untrue or inaccurate with respect to you,please inform our Customer Support team immediately and we shall inform you if/how you may continue to access and/or use our Services.

1.39 You hereby expressly acknowledge and agree that the penalty for providing untrue,inaccurate,misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions.As such,we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility,without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

1.40 From time to time you may be requested to provide us with certain documents to verify the details of the credit/debit card used by you to deposit funds to your account.Subject to our satisfaction from such documentation checks,you may or may not be permitted to deposit further funds by recurring credit/debit card or other means of payment.

1.41 We may elect to provide you with documentation,information and communications in various languages.By accepting these Terms and Conditions you acknowledge and confirm that our official language is English,and in the event of any discrepancy or inconsistency between any documentation,information and communications in any language other than English and the same in English,the English documentation,information and communications shall prevail.

1.42 We reserve the right to communicate with you by telephone,facsimile,email,posts, newsletters issued by us and/or any other means of communication,whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility.By accepting these Terms and Conditions,you acknowledge and confirm,without prejudice to any other Terms of this Agreement,that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

1.43 You shall inform us in writing of the persons you have granted a Power-of-Attorney to instruct us on your behalf.For practical reasons,we can only undertake to register one Power-of-Attorney for you.If you at any time wish to revoke such a Power-of-Attorney,to change the extent of such a Power-of-Attorney or grant Power-of-Attorney to a different person this shall also be informed to us in writing.We are,in accordance with general rules regarding Powers-of-Attorneys entitled to receive instructions from any Person authorised by you as well as Persons who appear so authorised.We do reserve the right,however,at our sole discretion,to reject the appointment of any representative/Power-of-Attorney authorised to act in your Account and we may elect,at our sole discretion,to dismiss and/or reject at any time any transactions performed by such Authorised Representative/power of attorney.Pursuant to general rules regarding Powers-of-Attorney,you are accountable to us for losses or damages which we may suffer as a result of instructions from an Authorised Person who has explicit or tacit Power-of-attorney to give us instructions on your behalf.We may refuse to act upon any instruction from any Authorised Person if we can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area,usual market practice,including but not limited to Anti-Money Laundering (“***AML***”)Legislation,or pertain to insider trading,or if the disposal by our reasonable discretion will put you and/or our economic solidity at risk.

1.44 By opening an Account with us,you will be subject to,and you hereby expressly agree to abide by,all of our rules,policies and operating procedures that govern your activities on our Online Trading Facility.We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person,at any time,at our sole discretion,and for any reason,without being obliged to provide any explanation or justification.All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any suchinformation,except as expressly stated herein.

1.45 We further reserve the right to investigate,at any time,at our sole discretion,and for any reason,without being obliged to provide you with any explanation or justification,any activity that may violate this Agreement,including,but not limited to,any use of software applications to access our Online Trading Facility,and/or any engagement in any activity prohibited by this Agreement.We shall NOT be responsible:

(a) for anything related to trading activities on or through our Online Trading Facility,nor

(b)for the manner in which you conduct your trading activity on or through our Online

Trading Facility;in particular,but without limitation of the generality of the foregoing,we shall NOT be responsible for any of the following situations:

(a)unauthorised real money transactions;

(b)unauthorised real money transactions conducted by unauthorised Minors;

(c)physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility.

We will not be responsible in any way(including for damages and losses caused by the use of our Online Trading Facility)if you use our Online Trading Facility without the proper knowledge,and we reserve the right to asses and reassess your knowledge and experience to use our Online Trading Facility at any time,at our sole discretion.

Dormant and Archiving Policy

1.46 In the event that there is no activity(trading/withdrawals/deposits/internal transfers)in all of your Accounts for a set period of at least ninety(90)calendar days,we will regard your Accounts to be dormant.An Account shall be deemed as dormant from the last day of the ninety(90)calendar days in which there has been no activity(trading/withdrawals/deposits/internal transfer)in the Account.

1.47 All remaining bonuses/promotion credits/rewards will be automatically removed from dormant Accounts.In addition,any pending orders may be deleted.

1.48 Dormant Accounts will be charged with a monthly dormant fee of USD 10(ten United States Dollars)or the full amount of the free balance in the Account,if the free balance is less than USD 10(ten United States Dollars).There will be no charge if the free balance in the Account is zero.Following the implementation of the dormant fees,the dormant account will automatically be regarded as archived.

1.49 Accounts with free balance less than USD 5(or currency equivalent)will be archived immediately,after a period of ninety(90)calendar days during which there was no activity in them(i.e.,trading/withdrawals/deposits/internal transfer).Regarding an Account that was never funded,such Account(s)will be regarded as archived at the last day of a sixty(60)calendar days period.

2.Orders and pricing

Quoting Underlying Asset prices

2.1 We quote the prices at which we’re prepared to enter into a Contract with you.

2.2 You acknowledge that:

(a)any quote that we provide you under this clause 2 is indicative only;and

(b)we don't enter into a Contract with you until we accept your Order,in compliance with the Agreements.

Placing an Order with us

2.3 By placing an Order with us,you can:

(a)offer to enter into a new Contract with us;or

(b)ask us to Close-Out an open Contract.

2.4 You can provide us with verbal or written Orders(including via the Platform as set out below).

We'll acknowledge your instructions either verbally or in writing,as appropriate.

2.5 Your Order can be:

(a)a day Order,which means that your Order will be automatically cancelled at 22.00 GMT;or

(b)a"good'til cancelled"Order,which means that your Order will remain capable of being accepted by us,until either you cancel it or we accept it.

2.6 Before placing an Order you're responsible for ensuring that:

(a)the amount of money that you have on deposit in your Account is equal to or more than the Margin that we require for your Order;and

(b)you comply with clause 5 of these Terms.

2.7 You must provide us with these details when you place an Order with us:

(a)whether you intend to be the Long Party or the Short Party under the Contract;

(b)the Contract Quantity;and

(c)the Underlying Asset and any other information that we require for your Order.

Our acceptance of your Order

2.8 We can accept an Order from you in whole or in part,at our discretion.We accept your Order when we record the transaction that relates to your Contract in our system.

2.9 If we decide not to accept your Order,we'll let you know.

2.10 If we accept your Order,we'll send you a Confirmation.We can email Confirmations and other reports to you in addition to making them available to you within the Platform.You acknowledge that we're not obliged to provide you with any other notice of acceptance.

2.11 Once we accept your Order,it's binding on you.You acknowledge that the validity of your Order and/or your Contract won't be affected if you don't receive a Confirmation.

2.12 You can place these types of Orders(or a combination of them)with us:

(a)market Orders,to trade a Margin FX Contract or CFD as soon as possible at the price available in the market;or

(b)Limit Orders and Stop Loss Orders to trade when the price reaches a predefined level,as applicable to the various Underlying Assets offered.

2.13 You must place Limit Orders to buy and Stop Loss Orders to sell below the current market price.

2.14 You must place Limit Orders to sell and Stop Loss Orders to buy above the current market price.

2.15 If the bid price for a sell Order or ask price for a buy Order is reached,the Order will be filled as soon as possible at the price available in the market.We can't guarantee that Limit

Orders or Stop Loss Orders will be executed at the specific amount you set.

2.16 If you ask us to cancel an Order and we don’t receive your request until after we’ve accepted that Order,the Contract or Close-Out resulting from our acceptance of your Order is valid and binding on you and us under the Agreements.

2.17 You acknowledge that any action you take to modify or cancel an Order is ineffective unless:

(a)we’ve received a cancellation notice from you in a form that’s acceptable to us;or

(b)we’ve cancelled the Order in our system.

2.18 If there’s a conflict between:

(a)the Agreements;and

(b)our records of a Contract or an Order,our records of the transaction will prevail.

Pricing errors

2.19 It’s possible for errors,omissions or misquotes(“**Material Errors**”)to occur in the pricing that we quote for Contracts.

2.20 A Material Error may include an incorrect price,date,time or any error or lack of clarity of any information regarding a Contract.

2.21 If your Contract is based on a Material Error,we reserve the right to do any of these things(or a combination of them),without your consent:

(a)amend the terms and conditions of the Contract to reflect what we consider to have been a fair price at the time the Contract was entered into,had there been no Material Error;

(b)apply an equity adjustment to your Account,if:

(i)the value of the adjustment reflects what we consider to have been the fair price at the time the Contract was entered into,had there been no Material Error;

(ii)we provide you with a record of the adjustment as soon as reasonably practical afterwards;

(c)Close-Out your Contract;

(d)require you to repay us any money we've paid you regarding the Contract;(e)void the Contract from the outset;or

(f)not take any action to amend or void the Contract.

2.22 We'll exercise our rights under clause 2.21 reasonably, in good faith and as soon as we're reasonably able to after we become aware of the Material Error.Where possible,we'll let you know before we take any action under this clause, but if that's not possible,we'll let you know as soon as possible afterwards.

2.23 In the absence of fraud or gross negligence on our part,we're not liable to you for any loss,Cost,claim,demand or expense that you incur or suffer(including loss of profits or indirect or consequential losses),arising from or connected with a Material Error,including where the Material Error arises from an information service that we rely on.

Price,execution process and Platform manipulation

2.24 If we reasonably believe that you've manipulated our prices, execution processes or the Platform,including using any electronic device,software,algorithm,trading strategy or arb it rage practice(including but not limited to latency abuse,price manipulation or time manipulation)to take unfair advantage of the way in which we construct,provide or convey our bid or ask prices,we may in our sole and absolute discretion,and subject to clause 2.21, do one or more of these things without your consent:

(a) enforce the Contract against you if you owe money to us under the Contract;

(b) treat the Contract as void from the outset if we owe money to you under the Contract, unless you provide us with conclusive evidence that you haven't committed any breach of warranty, misrepresentation or breach of undertaking under the Agreements, within 30 days of us giving you notice under this clause;

(c) withhold any funds that we suspect have been made from these activities;

(d) make any corrections or adjustments to your Account; (e) close your Account; and/or

(f) take any other action that we consider appropriate.

Negative Balance Protection

2.25 Means the limit of a client's aggregate liability, for all CFDs connected to a trading Account with the Company, to the funds in that Account.

Trading in leveraged Financial Instruments involves significant risk on your invested capital.

However, FXCG follows a Negative Balance Protection policy, on a per account basis, which aims to ensure that your maximum losses from trading CFDs, including all related costs, are limited to the total funds in your trading account (i.e., no additional liability incurs). This should include any funds yet to be paid into your account due to net profits from the closure of open trades connected to your trading account.

Notwithstanding the above, any indication or suspicion, in FXCG's reasonable discretion, of any form of arbitrage performed in your trading account either solely or in connection with other clients of our Company(including but not limited to risk-free profiting),abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk),internal hedging in coordination with other parties and abuse of our'no negative balance' ,constitute a violation of these Terms and Conditions. In such cases,we reserve the right,among others,NOT to apply our Negative Balance Protection policy and transfer any or all funds you may have in a different trading account to set-off the obligations(e.g.,negative balance)that have occurred to the other account used for any abusive acts.

Scalping

2.26 Scalping is a form of trading which we consider to be an unacceptable practice and a type of market abuse.Scalping might be wrongfully used to return profits by taking advantage of internet latencies,delayed prices,off market/bad prices or through high volumes of transactions targeting tick fluctuations(rather than price movements)where trades are opened and closed or vice versa closed and opened very quickly,usually within three minutes and/or in some extreme cases,even within five minutes.

If,in our sole discretion,we consider you to have partaken in this form of scalping,it will be considered as a breach of our Terms and Conditions and as such we reserve the right to:

(a)make immediate changes to your account,including but not limited to,the liquidity provided by us and the spread quoted;

(b)immediately terminate your account and your access to our servers;

(c)void any trade(i.e.,treat the trade as if the trade had never taken place)which was part of any Scalping activity;

(d)Close any trade,which was part of any Scalping activity,on the basis of our current market price.

We can exercise the above rights even if you have entered into(or refrained from entering into)such arrangements with third parties relating to the relevant trade and even if you may suffer a trading loss as a result.

Please be advised that all trading activity is monitored closely,and in the event it is identified that you are Scalping we reserve the right to close your account with immediate effect.

Unlawful trading techniques

2.27 Internet,connectivity delays,and price feed errors sometimes create a situation where the price(s)displayed on our Online Trading Facility do(es)not accurately reflect the market rates.The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as"arbitrage","sniping"or"scalping"hereinafter,collectively,referred to as"Arbitrage"),cannot exist in an OTC market where the client is buying or selling directly from the principal;accordingly,we reserve the right,at our sole discretion,NOT to permit the abusive exploitation of Arbitrage on our Online Trading Facility and/or in connection with our Services;any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked,at our sole discretion and without prior notice being required;furthermore,in those instances,we reserve the right,at our sole discretion and without prior notice being required:

(a)to make the necessary corrections or adjustments on the Account(s)involved(including,without limitation,adjusting the price spreads available to the client);

(b)to restrict the Account(s)involved access to streaming,instantly tradable quotes(including,without limitation,providing manual quotations only and submitting any Orders to our prior approval);

(c)to retrieve from the Account(s)involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship;

(d)to terminate the client relationship and/or close all Accounts involved(including,without limitation all other Accounts held by the same Account holder with us)immediately by giving written notice;and/or

(e)to inform any interested third parties.

2.28 Any indication or suspicion,in FXCG's sole discretion,of any form of arbitrage(including but not limited to risk free profiting),abuse(including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk),internal/external hedging in coordination with other parties,abuse of our'no negative balance'policy,fraud,manipulation,cash-back arbitrage or any other forms of deceitful or fraudulent activity,will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances,we reserve the right to close/suspend(either temporarily or permanently)all of the Client(s)trading Accounts and/or cancel all Transactions. In view of the above,please note that you will be strictly prohibited from opening any new trading Account(s)and trade with our Company.Nonetheless,in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error,we reserve every right to immediately close your Account upon identification,nullify any profit/loss generated and refund the original amount of deposit,excluding any deposit and withdrawal charges.

2.29 We have,and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility;any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion,in the manner we deem to be the fairest to all concerned;that decision shall be final and/or binding on all participants;no correspondence will be entered into.

Circumvention&Reverse Engineering

2.30 You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Online Trading Facility and/or computer system(s). If, at our sole discretion,we were to determine that you are in breach of this clause,we reserve the right to take all action as we see fit,including, without limitation,completely blocking access to our Online Trading Facility,blocking and/or revoking your Access Codes and/or terminating your Account.Under these circumstances,we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause;we have,and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility;any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion,in the manner we deem to be the fairest to all concerned;that decision shall be final and/or binding on all participants;no correspondence will be entered into.

Artificial Intelligence Software

2.31 It is absolutely prohibited to use any software,which we determine,at our sole discretion,to have as its purpose to apply any kind of artificial intelligence analysis to our OnlineTrading Facility and/or computer system(s)with an ultimate purpose of gaining unfair advantage and exploiting our trading facility;in the event that we determine,at our own discretion,that any such artificial intelligence software has been used,or is being used,we reserve the right to take all actions as we see fit,including,without limitation, completely blocking access to our Online Trading Facility,blocking and/or revoking your Access Codes and/or terminating your Account.Under these circumstances,we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and/or charge you with extra fees. In addition,we shall be entitled to inform any Interested third parties of your breach of this clause;we have,and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility;any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion,in the manner we deem to be the fairest to all concerned;that decision shall be final and/or binding on all participants;no correspondence will be entered into.

Moreover,it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. In the event that we identify any such activity,we reserve the right to take all actions as we see fit,including,without limitation,completely blocking access to our Online Trading Facility,blocking and/or revoking your Access Codes and/or immediately terminating your Account.Moreover,you acknowledge that once your Account has been terminated we may liquidate any outstanding contracts/positions you have with us. In view of the above,please note that you will be strictly prohibited from opening any new trading Account(s)and trade with our Company.Nonetheless,in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error,we reserve every right to immediately close your Account upon identification,nullify any profit/loss generated and refund the original amount of deposit,excluding any deposit and withdrawal charges.

Changes in Market conditions

2.32 Please note that we shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions(including,without limitation,Market Disruptions)or otherwise.You acknowledge that the Over-The-Counter Market in leveraged Securities is highly speculative and volatile and that,following execution of any transaction,you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis.In the event of any failure to do so,we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.

Effect of “Leverage”or “Gearing”

2.33 Transactions in leveraged Securities carry a high degree of risk.The amount of Initial Margin may be small relative to the value of the Securities traded so that Transactions and/or Contracts are'leveraged'or'geared'.A relatively small market movement may have a proportionately larger impact on the funds you have deposited or will have to deposit:this may work against you as well as for you.You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. If the Market moves against your position or Margin Levels are increased,you may be called upon to pay substantial additional funds on short notice to maintain your position.You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position.We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with a request for additional funds within the time prescribed.Furthermore,you should be aware that we and/or our Associates may from time to time have substantial positions in,and may make a market in or otherwise buy or sell instruments similar or economically related to,Transactions and/or Contracts entered into with you. In addition,we may also undertake proprietary trading activities,the initiation or termination of a foreign currency contract transaction with you that may adversely affect the Market price or other factors underlying the Transactions and/or Contracts entered into with you and consequently,the value of such Transaction and/or Contract.

FXCG may at any time and from time to time amend the leverage ratios(i.e.,decrease or increase the leverage ratios)in its sole discretion and without any notice on a case by case basis on all or any Accounts of the Client and based on any parameter it chooses,including applying different leverage ratios to different investments or times or in relation to external events such as government announcements or any news.Any change in the leverage ratio may take effect before or after an Order is completed.A decrease in the leverage ratio will affect your Margin Level,Margin Call Level,Stop-out Level and may trigger a Margin Call.We will not be liable to you for any loss arising from any change in the leverage ratios,even if that automatically causes any or all of your trading positions to be closed out or if your Account is treated differently from other clients'Accounts.Any monitoring by FXCG is for its compliance and risk management and you should not rely on FXCG to monitor your trading or the effect of any change in the leverage ratios applying to your Account.For further information on the leverage offered per financial instrument,please refer to our website.

In addition,the Company's leverage policy only applies to normal trading Clients.We reserve the right to decrease leverage at any time for Clients who we identify as abusive trading, without obtaining any prior consent from the Client.

FXCG Hedging/Arbitrage Policy

2.34 FXCG reserves the right to terminate a client's account services if the client engages in hedging activities designed to extract commissions or rewards,rather than generating profits through legitimate market participation.

A batch of trades will be considered hedging/arbitrage activities if the following characteristics are observed:

(a)Trade Duration:The batch trades remain open for less than 3 minutes.

(b)Profit or Loss:The batch trades generate a profit or loss of less than 3 pips,with the following specifics:

- For forex instruments quoted to the 5th decimal place(e.g.,GBPUSD–1.32451),1 pip equals a price increment of 0.00010.
- For forex instruments quoted to the 3rd decimal place(e.g.,USDJPY–101.522),1 pip equals a price increment of 0.010.
- For spot metals,1 pip equals a price increment of 0.01.
- For indices,1 pip equals a price increment of 1.0,also referred to as one index point.
- For other instruments,1 pip equals the minimum price increment as specified in the contract specifications on the FXCG website.

(c)Hedging Pattern:Batch trades are deemed to exhibit hedging patterns if they meet all of the following criteria:

●An opposing position is opened within 15 minutes of the initial position's opening.

●The difference in trading volume between the initial position and the opposing position does not exceed 35%.

●The opposing position is closed within 15 minutes before or after the initial position is closed.

(d)Invalid Trades:FXCG reserves the right to consider any trades as invalid if they are determined to be part of an arbitrage or hedging strategy,or if the trades do not align with normal market participation practices.Such invalid trades will not be counted for profit,and the account may face penalties or termination based on the severity of the situation.

Should these conditions be met,FXCG reserves the right to take appropriate action,including account termination.

Liquidity Surcharge Clause

2.35 FXCG reserves the right to impose a liquidity surcharge on trading accounts that demonstrate trading behaviors indicative of disproportionate consumption of liquidity resources, particularly through high-frequency trading (HFT) patterns such as fleeting orders, spoofing, or similar tactics.

Such surcharges may be applied in the form of widened spreads—up to a maximum of 54% on major foreign exchange (FX) pairs, precious metals, or CFD instruments—or, alternatively, by migrating the client to an enhanced Direct Market Access (DMA) account structure where applicable.

Detection is performed using real-time monitoring and algorithmic systems. As such, FXCG may enforce these adjustments without prior notice. Affected clients will be informed post-adjustment where necessary.

3. Dealings between you and us

3.1 We're entitled to act on the verbal or written Orders that we receive using your username,account number,user ID and/or password:

(a)of any Authorised Person;or

(b) of any person who appears to us to be an Authorised Person,even if that the person doesn't actually have authority.

3.2 You agree to promptly provide us with the relevant instructions when we require them from you.If you don't give us prompt instructions,we may,in our absolute discretion,take whatever steps we think are

necessary(at your cost)for the protection of you or us,at our discretion.This provision also applies in situations when we're unable to contact you.

3.3 If we receive an instruction to pay you money that's due to you,or if we otherwise think it's warranted,we may ask you for confirmation of your instructions.

3.4 If you're more than one person entering into the Agreements(for example,joint account holders):

(a)you’re jointly and severally liable under the Agreements;

(b)we may act on instructions received from any one of you,provided those instructions come from,or appear to us to come from,you,whether or not you’re an Authorised Person;

(c)any notice or other communication that we provide to one of you,is taken to be provided to all of you;and

(d)our rights under clause 15 apply if an Event of Default occurs regarding any one of you.

4.Payments to and from your Account

Adjustments to your Account

4.1 You can access this information in your Account:

(a)the Contracts that you’ve entered into with us;

(b)the payments you’ve made or that you’re required to make to us;and

(c)the payments we’ve made or that we’re required to make to you.

4.2 You permit and direct us to do any of these things regarding your Account,without letting you know:

(a)debit from your Account any Free Balance that you request to withdraw and any money that you owe us under the Agreements;

(b)credit to your Account any money that you deposit and any amounts that we owe you under the Agreements;and (c)designate the money in your Account as either Free Balance or Margin depending on the amount of money that you deposit with us,your Orders,Contracts and market movements,in compliance with the Agreements.

Payment methods

4.3 We reserve the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account.

4.4 If we decide that the money you've deposited has come from someone other than you (i.e.from a funding method in someone else's name),we reserve the right to decline your deposit and return the money to the original payment method.

4.5 If we're not satisfied that a payment method is in your name,we reserve the right to ask you for documents to prove this before we decide whether to credit your Account.

How we use the money that you deposit with us

4.6 We deposit the money that you pay us into our bank account.

4.7 You acknowledge and agree that we don't keep your money separate from the money of other clients in our bank account.

4.8 Unless we otherwise agree in writing with you:

(a)we're solely entitled to any interest or earnings derived from your money being deposited in our bank account,the bank account of our Liquidity Providers or invested by us;

(b)if the amount we receive when an investment of your money is realised is less than the initial amount that you invested,we must pay an amount equal to the difference into our bank account for your benefit,except where that difference is the result of money paid to us out of the investments in compliance with the Agreements;and

(c)we won't charge you a fee for investing your money.

Withdrawing your Free Balance

4.9 If your Account shows that you have Free Balance,you can ask us to pay some or part of that Free Balance to you.

4.10 Please note that we can choose to withhold some or all of any withdrawal that you request at our discretion if:

(a)we need you to maintain a certain amount of money in your Account to meet our Margin requirements under clause 5;

(b)we're entitled to withhold the amount;or

(c)in line with clauses 4.3 and 4.5 of these Terms.

4.11 We'll let you know as soon as reasonably possible if we decide to withhold any part of your Free Balance under clause 4.10.

5.Margin requirements

5.1 You acknowledge that it's your responsibility to be aware of our Margin requirements and agree to pay money into your Account to meet those requirements,at all times while your Contract is open.We're not obliged to let you know when the money you have on deposit in your Account is less than our Margin requirements.

5.2 If the money in your Account isn't enough to cover our Margin requirements for your Contract,you must Close-Out your Contract and/or transfer the necessary additional money to us in cleared funds.

5.3 If we ask you to transfer money to us to meet our Margin requirements,you must take this action immediately.If you don't,we'll consider it an Event of Default under these Terms.We may also cancel any Orders or Close-Out one or more of your Contracts or part of a Contract at our sole discretion without being liable to you,regardless of whether you transfer additional money to us under this clause 5.

5.4 You can calculate the Margin requirements for your Contract from within the Platform.When placing Orders over the phone,it's your responsibility to request all relevant information in respect of your Account,including any open Contracts,to ensure you meet our Margin requirements.We're not responsible for any losses you incur as a result of failing to request this information.

5.5 There may be differences between the way Margin is calculated on an Account basis between the Platforms.Before using a Platform,we recommend that you make yourself aware of the specific Margin requirements by visiting the relevant website for the Platform.

5.6 If we're not able to give you access to the Platform to view your Account information because of circumstances outside of our control,we'll attempt to contact you to ask you to deposit more money into your Account to meet our Margin requirements.You acknowledge that in extreme circumstances where your Contract is moving or has moved particularly quickly against you,we may not be able to contact you before exercising our rights to Close-Out your Contract under the Agreements.This waiver applies to you regardless of any communications we have with you.

6. Commissions,charges and other costs

Commissions

6.1 You’re required to pay us the commissions and other charges that apply to your Contract.To view the commissions and charges applicable to your Contract,please visit our website www.fxcg.com and select the relevant product from the list provided.

6.2 Generally,we’ll vary our commissions and charges by giving you 30 days’notice. Sometimes we might need to make these changes more quickly because of circumstances beyond our control.If this happens,we’ll give you as much notice as possible.These circumstances include:

(a)changes in our relationship with our Liquidity Providers which affect our cost structures;and

(b)changes in commissions(including as a result of significant currency fluctuations because we’recharging commission in foreign currency)and charges from exchanges,clearing houses,information providers or other third party providers that we pass on to you.

6.3 We debit our commissions and charges from your Account at Close of Business on the day you incur them.

Interest on open Contracts

6.4 If you don't pay us the money that you owe us under the Agreements within our required timeframe,we may charge you interest on the unpaid amount at the default interest rate,which will be the central bank target cash rate for the relevant Underlying Asset,plus 3%,as decided by us.We'll debit the default interest amount from your Account each day until you pay us what you owe under the Agreements.

6.5 We may change our default interest rates without giving you notice when the changes are to your advantage,or because of any of these external circumstances that are beyond our control:

(a)changes in domestic or overseas monetary or credit policies,or developments in money or bond markets that affect interest rates;or

(b)changes to our relationships with our Liquidity Providers which affect our cost structures.6.6 In all other situations,we'll give you 30 days'notice before we change our interest rates.

Currency conversions

6.7 Money can be paid under the Agreements in United States Dollars(USD)or any other currency that we may agree to on the terms set out in this clause.

6.8 If you transfer amounts of money that are denominated in different currencies between your Accounts,we'll convert each amount into your nominated currency at the current spot rate,minus a conversion fee that we'll charge you of up to 1 per cent.

6.9 Your realised Profits and Losses will be converted into your nominated currency at the current spot rate immediately on the Close-Out of your Contract.

6.10 We'll debit any money you owe us under clause 6.8 from your Account at Close of Business on the day that a currency conversion occurs.

6.11 We may waive or defer our conversion calculation fee at our discretion.

Swap Rates

6.12 If your Contract is open at Close of Business it will be subject to a Swap Charge or Swap Benefit,or daily financing costs.

6.13 We do this by adjusting the value of your open Contract by an amount equal to the Swap Charge or Swap Benefit,in line with these terms:

(a)if you're the Long Party and:

(i)the bought Swap Rate is positive,we'll credit your Contract with a Swap Benefit;or

(ii)the bought Swap Rate is negative,we'll debit your Contract with a Swap Charge;

(b)if you're the Short Party and:

(i)the sell Swap Rate is positive,we'll credit your Contract with a Swap Benefit;or

(ii)the sell Swap Rate is negative,we'll debit your Contract with a Swap Charge.

7. Our rights

7.1 In addition to any other rights we have under the Agreements,we can do these things,with or without letting you know:

(a)Close-Out all or part of your Contracts in our absolute discretion;

(b)reduce your position limit;

(c)refuse your Orders;

(d)terminate the Agreements between us and you,including these Terms;

(e)adjust the price,size or value of your Contract;or

(f)adjust the Margin requirements for your Contract.

7.2 We may exercise our rights under clause 7.1 if:

(a)an Event of Default has occurred;

(b)we reasonably consider that there are abnormal trading conditions;

(c)we reasonably consider that it's necessary for the protection of our rights under the Agreements;

(d)we're unable to make prices in the relevant Contract because the necessary market information isn't available,for reasons beyond our control;

(e)we decide to do so in our absolute discretion and,in this case only,let you know in writing;

(f)we consider that you may be in possession of'inside information';

(g)we consider that you may be in breach of any applicable law;

(h)either party is asked to do so by a regulatory agency or authority;

(i)you don't have enough money in your Account to meet our Margin requirements in respect of your Account;or

(j)the total value of your Orders and all other orders for an Underlying Asset is below the minimum or above the maximum values that we reasonably consider appropriate in the market.

7.3 You acknowledge that we’re not under any duty to open or Close-Out your Contract or pay any Free Balance to you if we,acting reasonably,believe that doing so would breach our legal or regulatory obligations.If you’ve opened a Contract before we’ve formed this belief we may,at our discretion,either Close-Out your Contract at the then prevailing bid or ask price,or void the Contract from the outset.

8.Market suspension and disruption

8.1 If,at any time:

(a)trading in an Underlying Asset on any exchange is limited or suspended;or

(b)trading is limited or suspended on any exchange which restricts trading within any relevant index,so that we’re prevented from determining the price of the Underlying Asset,then we’ll take the price of the Underlying Asset as being the price immediately preceding the limitation or suspension.

8.2 If the limitation or suspension continues for 5 Business Days,we may Close-Out your part or all of your Contract in our discretion.When this happens,we’ll decide the Close- Out date and the Close-Out value of your Contract in good faith(the Close-Out value will be the Underlying Asset price x the number of Contracts).

8.3 We reserve the right at all times during any limitation or suspension period to adjust the price of any affected Underlying Asset in our reasonable discretion,taking into account the prevailing market conditions.

9.Corporate Actions

Corporate Actions

9.1 If your Contract is the subject of a Corporate Action,we'll decide what adjustment,if any,we'll make to your Contract or your Order to:

(a)preserve the economic equivalent of the rights and obligations of you and us in relation to the Contract immediately before the Corporate Action took place; and/or

(b)replicate the same effect of the Corporate Action on your Contract that it would have on someone with an interest in the relevant Underlying Asset.This may include Closing-Out a Contract or opening a new Contract.

9.2 We'll act reasonably to decide on any adjustments that we make to your Contract or Order under this clause 9.These adjustments can include changes to the size,value or number of your Contracts and to the level of your Order.Any action that we take under this clause 9 will be effective from a date that we set and may be retrospective.Once we make an adjustment to your Contract or Order,it's binding on you.

9.3 If you're the Long Party on the Contract that's affected by a Corporate Action,we'll consider any preferences you have about the action or adjustment we should make to your Contract or Order,provided that you let us know within a reasonable period of time after the Corporate Action.If you're the Short Party,we'll take whatever action that we consider necessary,in line with clause 9.2.We'll let you know about any adjustment as soon as reasonably practicable.

Takeovers

9.4 If your Contract's Underlying Asset is shares in a company that's the subject of a takeover offer,then:

(a)we'll use our reasonable endeavours to let you know about the takeover offer;

(b)we'll apply the terms of the takeover offer to your Contract,as if you were a holder of the Underlying Asset;

(c)we may offer you the opportunity to agree to the takeover offer(as it applies to your Contract),or we may choose to agree to it on your behalf where we,acting reasonably,believe it's in your best interests.In either case,your Contract will be suspended and you won't be able to trade it until the closing date of the takeover offer,when the Contract will be Closed-Out in line with the terms of the takeover offer;

(d)you acknowledge and agree that we're entitled to cancel or adjust your Contract or Order to reflect the takeover offer,and that you'll be bound by any cancellation or adjustment that we make;

(e)if you don't agree to the takeover offer and we don't agree to it on your behalf,but the takeover goes ahead anyway(for example,if drag-along rights apply),you agree that we're entitled to cancel or adjust your Contract or Order to reflect the takeover offer,and that you'll be bound by any cancellation or adjustment that we make;and

(f)we may let you know of our intention to Close-Out your Contract at any time before the closing date of the takeover offer.The Close-Out date of the Contract will be the date that we send this notice to you.We'll decide the price that your Contract is Closed-Out at,based on our reasonable assessment of the market value of the Underlying Asset at the relevant time.

Voting rights

9.5 You acknowledge that we won't transfer voting rights in an Underlying Asset to you,or otherwise allow you to influence how we or any agent that we appoint exercise any voting rights that we hold.

Interest

9.6 We'll assess the value of your open Contracts and calculate the cost of holding the position at the benchmark interest rate plus(or minus)our fixed overnight charge,which is available on our website.We'll apply a different final interest rate depending on whether you're the Long Party or Short Party:

(a)if you're the Short Party,you'll receive the benchmark interest rate minus our fixed overnight charge;and

(b)if you're the Long Party,you'll pay the benchmark interest rate plus our fixed overnight charge.

9.7 For some expiring Contracts,our quote for that Contract(which is based on the Underlying Market),will include an interest component.Please check the Platform to see which of our Contracts contain interest components.We won't adjust expiring Contracts for interest as set out in clause 9.6.

Dividends

9.8 We'll either credit or debit your Account with a dividend adjustment if the Underlying Asset for your Contract is a stock,share or index which pays a dividend,and your Contract is open on the ex-dividend day for that Underlying Asset.

9.9 If you're the Long Party,unless we agree otherwise with you,we'll credit your Account with a cash adjustment which will generally reflect either:

(a)the net dividend that a taxpayer in the jurisdiction where the Underlying Asset is based would receive if they held the same position in the Underlying Asset;or

(b)usual practice for dividend payments in the jurisdiction where the Underlying Asset is based.

9.10 If you're the Short Party,we'll debit your Account with a cash adjustment which will generally reflect the pre-tax dividend amount,unless we agree otherwise with you.

9.11 For some expiring Contracts,our quote for that Contract(which is based on the Underlying Market)will include a forecasted dividend component.Please check the Platform to see which of our Contracts contain interest components.We won't adjust expiring Contracts for dividends as set out in clauses 9.8 to 9.10.

9.12 If a dividend is declared or paid for an Underlying Asset of an expiring Contract:

(a)and the dividend is:

(i)A special dividend;

(ii)unusually large or small;or

(iii)payable on an ex-dividend date that's unusually early or late;or

(b)if a previously regular dividend is omitted,we may make an appropriate adjustment(which may be retrospective)to the price that your Contract is opened at,or the size of your Contract,having regarding to dividend payments in previous years for the same Underlying Asset.

10.Market abuse

10.1 We may hedge our liability to you by opening analogous positions with other institutions or in the Underlying Market.This can result in your transactions exerting a distorting influence on the Underlying Market when you open or close a transaction as well as an impact on our prices.

10.2 Each time you open or close a transaction,you represent and warrant to us that:

(a)you haven't and won't place the particular Order with us if doing so would result in either:

(i)you,or others that you'reacting together with;or (ii)us,as a result of our automatic hedging of our exposure to you in respect of your Order;having an exposure to the price of the Underlying Asset which is equal to or exceeds the amount of a declarable interest in the relevant financial instrument.For the purpose of these Terms,the level of a declarable interest will be the prevailing level at the material time,set by law or regulation or by the relevant exchange upon which the Underlying Asset is listed;and

(b)you haven' t and won't place an Order with us in connection with:

(i)a placing,issue,distribution or other similar event;(ii)an offer,take-over,merger or other similar event;or

(iii)any other corporate finance style activity that you're involved or otherwise interested in;and

(c)you will disclose any economic interest that you have in the Underlying Asset to which your Order relates,where required by law or regulation;and

(d)you won't open or close any Transaction or place an Order that breaches any law or regulation regarding insider dealing or market manipulation.

10.3 If you breach your representations and warranties under this clause 10,you acknowledge that for the purpose of complying with our legal and regulatory obligations we may,in our absolute discretion and without being under any obligation to let you know our reason for doing so,cancel any Orders,Close-Out all or part of your Contracts and/or treat your transactions as void.This is in addition to any other rights that we may have under clause 7 of these Terms.

11.Your obligations

Warranties and representations

1 1.1 You and each Guarantor(if relevant)warrant and represent that:

(a) you've obtained all relevant and necessary consents regarding the performance,validity or enforceability of the Agreements and any Contract or Order you enter into;

(b)you're not subject to any law or regulation which prevents your performance under the Agreements or any Contract or Order;

(c)you comply with all laws that apply to you including,without limitation,all tax laws and regulations,exchange control and registration requirements;

(d)the information you give us is complete,accurate and not misleading;

(e)unless stated in the Application Form,you're not acting as trustee of a trust;

(f)none of the money that you've deposited in your Account is subject to an Encumbrance;

(g)you haven't committed an Event of Default which continues un-remedied;

(h)you're not subject to any current or pending actions or claims which might have a material adverse effect on your or the Guarantor's ability to perform your respective obligations under the Agreements,or any Contract or Order;and

(i)you're not entitled to claim for yourself or any of your assets or revenues,any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit,execution,attachment or other legal process,in respect of your obligations under the Agreements or any Contract or Order;

(j)if you completed the Application Form in the name of company:

(i)you're validly existing under the laws of your country of incorporation;and

(ii)you have the necessary authority to enter into the Agreements with us;

(k)if you completed the Application Form in the name of a trustee:

(i)you're the only trustee of the trust;

(ii)no action has been taken or proposed to either terminate the trust or remove you as trustee of the trust;

(iii)you have power under the trust deed to enter into and comply with your obligations under the Agreements and any Contract or Order;

(iv)you have a right to be fully indemnified out of the assets of the trust regarding the obligations that you incur under the Agreements and any Contract or Order and the trust fund is sufficient to satisfy that right of indemnity;

(v)you’re not,and have never been,in default under the trust deed;

(vi)you and your directors and other officers(as relevant)have complied with their obligations in connection with the trust;and

(vii)you’ve carefully considered the purpose of the Agreements and any Contract or Order and consider that entering into these documents and transactions is for the benefit of the beneficiaries and that their terms are fair and reasonable;

(l)you'll use the services offered by us under the Agreement,Contract or Order in good faith,including:

(i)not using any electronic device,software,algorithm,any trading strategy or any arbitrage practices(such as but not limited to latency abuse,price manipulation or time manipulation)that aims to manipulate or take unfair advantage of the way in which we construct,provide or convey our bid or offer prices.You agree that using any device,software,algorithm,strategy or practice in your dealings with us whereby you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us;and

(ii)not using any electronic device,software,algorithm,or any trading strategy that aims to manipulate or take unfair advantage of our Platform.

11.2 The above warranties and representations will be taken as repeated each time you place an Order.

11.3 You and the Guarantor acknowledge that we’ve entered into the Agreements in reliance on the representations and warranties in this clause 11.

11.4 You and the Guarantor agree to:

(a)let us know immediately if any warranty or representation that you or the Guarantor have made under this clause 1 1 is or becomes incorrect or misleading;

(b)do everything necessary to ensure that no Event of Default occurs;and

(b) provide us with any financial or other information relating to either yourself or the Guarantor that we may reasonably request.

12. Indemnity and Liability

Indemnity

12.1 You indemnify us against any liability or losses arising from,and any Costs incurred in connection with:

(a)us acting in good faith in connection with the Agreements or any Contract or Order,based on instructions which objectively appear to originate from either you or from an Authorised Person on your Account;

(b)an Event of Default;

(c)the Agreements or any Contract or Order;or

(d)us acting in compliance with any direction,request or requirement of any regulatory authority or government body.

12.2 You agree to pay any amounts that you owe us under this indemnity on demand from us.

12.3 This indemnity survives termination of the Agreements.

Exclusion of liability

12.4 We’re not liable for any losses or Costs that you incur through:

(a)your exercise or attempted exercise of,failure to exercise,or delay in exercising,a right or remedy under the Agreements;

(b)us not accepting your Orders or our delay in accepting your Orders;or (c)us not designating or delaying in designating amounts of money in your Account as either Margin or Free Balance,except where you incur a loss or Cost as a result of our negligence,fraud or willful default.

13. Taxes

13.1 You must pay and account for any transfer or similar duties or taxes,and any loansecurity or other stamp duties that you're liable for in connection with any transaction made under the Agreements.You agree to indemnify us and keep us indemnified against any liability arising as a result of your failure to comply with this clause.

Withholding

13.2 If you pay us any money that's subject to any withholding or deduction,you must pay us the relevant additional amount,so that the money we actually receive equals the full amount we would have received had no withholding or deduction been made.

13.3 If we make any payment to you that's subject to any withholding or deduction,we'll pay you the net amount after making the withholding or deduction and won't pay you an additional amount.

14. Guarantee

14.1 Your obligations under the Agreements must be guaranteed:

(a)if you're a company(including a trustee),by each director of the company;and

(b)in any other circumstance if we decide,in our absolute discretion,that a guarantee is required.

14.2 The Guarantor acknowledges that we'reacting in reliance on them incurring obligations and giving rights under this clause 14.

14.3 The Guarantor unconditionally and irrevocably guarantees your compliance with your obligations in connection with the Agreements,including each obligation to pay us money.

14.4 If you don't comply with your obligations on time and in compliance with the Agreements,then the Guarantor agrees to comply with those obligations on demand from us. We can make a demand on the Guarantor regardless of whether we've made demand on you.

Guarantor indemnity

14.5 The Guarantor indemnifies us against any liability or losses arising from,and any Costs we incur,if:

(a)you don't comply with an obligation(including an obligation to pay money)under the Agreements;

(b)an obligation you would otherwise have under the Agreements(including an obligation to pay money)is found to be unenforceable;

(c)an obligation the Guarantor would otherwise have under clause 14.3 is found to be unenforceable;or

(d)a representation or warranty that you've made by under the Agreements is found to have been incorrect or misleading.

14.6 The Guarantor agrees to pay any amounts due under clause 14.3 on demand from us.

14.7 It's not necessary for us to incur an expense or make a payment before enforcing this right of indemnity.

Extent of guarantee and Guarantor indemnity

14.8 The guarantee in clause 14.3 is a continuing obligation,despite any intervening payment,settlement or other arrangement and extends to all of your obligations under the Agreements.

14.9 The Guarantor waives any right they have of first requiring us to begin proceedings or enforce any other right against you or any other person before claiming from them under this guarantee and indemnity.

Acknowledgement

14.10 The Guarantor acknowledges that before entering into this guarantee and indemnity,they:

(a)were given a copy of the Agreements(and all documents giving rise to your obligation in connection with the Agreements)and had full opportunity to consider their provisions;and

(b)are responsible for making themselves aware of your financial position and any other person who guarantees any of your obligations in connection with the Agreements.

Payments

14.11 The Guarantor agrees to make payments under this guarantee and indemnity:

(a)in full,without set-off,counterclaim or any withholding or deduction unless prohibited by law;and

(b)in the currency in which the payment is due,and otherwise in United States Dollars(USD),in immediately available funds.

14.12 If the Guarantor makes a payment that's subject to any withholding or deduction,the Guarantor agrees to pay us an additional amount to ensure that the amount of money that we actually receive equals the full amount we would have received had no withholding or deduction been made.

Protecting our rights

14.13 The rights given to us under this guarantee and indemnity,and the Guarantor's liabilities under it,aren't affected by any act or omission by us or any other person.For example,our rights and liabilities aren't affected by anything:

(a)which varies or replaces the Agreements;

(b)which releases you or gives you a concession(such as more time to pay us);

(c)which releases any person who gives a guarantee or indemnity in connection with any of your obligations;

(d)by which a person becomes a Guarantor after the date of this guarantee and indemnity;

(e)by which the obligations of any person who guarantees any of your obligations(including obligations under this guarantee and indemnity)may become unenforceable;

(f)by which any person who was intended to guarantee any of the obligations doesn't do so,or doesn't do so effectively;

(g)by which a person who is a co-Guarantor or co-indemnifier is discharged under the Agreements or by operation of law;

(h)by a person dealing in any way with the Agreements or this guarantee and indemnity;

(i)by the death,mental or physical disability,or liquidation,administration or insolvency of any person including you or the Guarantor;

(j)by changes in the membership,name or business of any person;or(k)by acquiescence or delay by us or any other person.

Guarantor's rights are suspended

14.14 As long we require any obligation to be complied with in connection with this guarantee and indemnity,the Guarantor may not,without our consent:

(a)reduce their liability under this guarantee and indemnity by claiming that you or they or any other person has a right of set-off or counterclaim against us;

(b)exercise any legal right to claim to be entitled to the benefit of another guarantee,indemnity,or Encumbrance given in connection with the Agreements or any other amount payable under this guarantee and indemnity;

(c)claim an amount of money from you or another guarantor(including a person who has signed the Application Form as a“Guarantor”),under a right of indemnity;or

(d)claim an amount of money in your liquidation,administration or insolvency or of another guarantor of any of your obligations(including a person who has signed the Application Form as a“Guarantor”).

15.Termination

15.1 If all of your Contracts have been Closed-Out,you may terminate the Agreements,including these Terms and your rights associated with the use of the Platform immediately by giving us notice in writing.

15.2 We may:

(a)Close-Out any of your Contracts;and

(b)terminate the Agreements,including these Terms and your rights associated with the use of our Platform,either:

(i)at any time by giving you 7 days’notice;or

(ii)immediately and without notice to you,after an Event of Default or to otherwise protect our interest.

15.3 On termination by either you or us,we may consolidate all of your Accounts and deduct all amounts that you owe us from any Account,before transferring any credit balances on any Account to you.

15.4 The rights and obligations listed below will continue to apply to you after the Agreements have been terminated,in addition to the rights set out at clause 15.3:

(a)any indemnity granted by you;

(b)the guarantee and indemnity granted under clause 14;

(c)all of your and the Guarantor's confidentiality obligations;

(d)your obligations regarding the Platform under clause 1;

(e)the representations and warranties that you and the Guarantor have given to us;

(f)any exclusion of our liability under the Agreements;and

(g)any other rights or obligations you have which arise before the Agreements are terminated.

15.5 The Company shall immediately terminate the Agreement,in the event of:

(a)a violation of any part of the Agreement on behalf of the Client;

(b)the failure of the Client to perform any obligation due to the Company;

(c)the Client is unable to pay the Client's debts when they fall due;

(d)a Client involving the Company in any type of fraud;

(e)the Client being deemed to be creating and/or trying to create an arbitrage scenario;or

(f)the Client trading in such a way that may harm the Company's ability to have and/or to provide an effective service;

(g)the Client(if the Client is an individual)dies or is declared absent or becomes of unsound mind;

(h)any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 19.1 Event of Default;

(i)an action set out in paragraph 19.1 Event of Default is required by a competent regulatory authority or body or court;

(j)the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client,even when this is not due to the Client's wrongdoing;

(k)in cases of material violation by the Client of the requirements established by legislation of Anguilla or countries having jurisdiction over the Client or his trading activities,such being materiality determined in good faith by the Company;

(l)if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;

(m)the Company reasonably suspects that the Client performed a prohibited action as set out in this Agreement;

(n)the Company reasonably suspects that the Client performed abusive trading such as,but not limited to,Snipping,Scalping,Pip-hunting,placing“buy stop”or“sell stop”Orders prior to the release of financial data,arbitrage,manipulations or a combination of faster/slower feeds;

(o)the Company reasonably suspects that the Client opened the Client Account fraudulently;or

(p)the Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

16.General

Confidentiality

16.1 Each party agrees not to disclose information provided by any other party that isn’t publicly available(including the existence or contents of the Agreements)except:

(a)with the consent of the party who provided the information(and that consent isn’t to be unreasonably withheld);

(b)if allowed or required by law,the Agreements,our Privacy Policy or required by a stock exchange;

(c)in connection with any legal proceedings relating to the Agreements;or

(d)to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreements(including in connection with preparatory steps such as negotiating with any potential assignee or potential sub-participant or other person who is considering contracting with us in connection with the Agreements).

Consent to telephone recording

16.2 You agree that we may record all telephone conversations,internet conversations(chat),and meetings between you and us and use or disclose those recordings,or transcripts from those recordings,to any party(including but not limited to any regulatory authority and/or court of law)in connection with any dispute or anticipated dispute between us and you or in line with our legal and regulatory obligations.

Anti-money laundering legislation

16.3 Sometimes we may need you to provide us with information,including identity documents,so that we can comply with applicable AML Laws.By accepting these Terms,you agree to provide us with any information and assistance that we need to comply with AML Laws.

16.4 You acknowledge that we can pass on information that we've collected from you or about your trading activities to government agencies and regulators in compliance with AML Laws or other relevant laws and regulations,without letting you know.We may also carry out checks on you(including checks of restricted lists,blocked people and countries lists)for anti-money laundering and other purposes that we consider to be necessary or appropriate.We reserve the right to take any action regarding these checks without any liability to you.

16.5 You warrant that:

(a)you're not aware,and have no reason to suspect,that the money you use to fund your Account has been or will be derived from or related to any money laundering, terrorism financing or other illegal activities,whether prohibited under local or international law or convention or by agreement;and (b)the proceeds of your investment will not be used to finance any illegal activities.

Netting

16.6 If at any time both you and we owe each other the same amounts of money under the Agreements,in the same currency,then each of our obligations to make payment of that money will be automatically satisfied and discharged.If the amounts aren't in the same currency,we'll convert the amounts in compliance with clauses 6.7 to 6.1 1 of these Terms.

16.7 If the total amount of money that's owed by one party exceeds the total amount that's owed by the other,then both of our obligations to pay each other will be satisfied and discharged when the party who owes the larger total amount pays the excess to the other party.

16.8 You agree that any claims we have against each other are finally discharged by means of Close-Out netting if the Agreements are terminated under clause 15.We'll decide the Close-Out values for each affected Contract in our sole discretion.The final amount of money that one party will pay to the other will be the difference between the payment obligations of both parties.

How we can exercise our rights

16.9 We may exercise a right or remedy or give or refuse our consent in any way that we consider appropriate(including by enforcing clauses under the Agreements).

16.10 If we don't exercise a right or remedy fully or at a given time,we may still exercise it later.

16.1 1 Our rights and remedies under the Agreements are in addition to our other legal rights and remedies.We may enforce our rights and remedies in any order we choose.

Set-off

16.12 We may set off any amount of money that we owe you(whether or not it's due for payment)against any amount of money that you owe us under the Agreements,any Contract or an Order.

16.13 We may do anything necessary to action any set-off under this clause(including varying the date for payment of any amount of money that we owe you).This clause applies despite any other agreement between you and us.

Reinstatement of rights

16.14 Under liquidation,administration,solvency or creditor protection laws,a person may claim that a transaction(including a payment)in connection with the Agreements is void or voidable.If a claim is made and upheld,conceded or compromised,then:

(a)we're immediately entitled as against you and the Guarantor to the rights under the Agreements to which we were entitled immediately before the transaction;and

(b)on our request,you and the Guarantor agree to do anything(including signing any document)to restore any rights(including the Guarantee)that we held immediately before the transaction.

No merger

16.15 Our rights under the Agreements are in addition to and aren't affected by any Encumbrance that we hold or any of your or the Guarantors other obligations,despite any rule of law or equity or any statutory provision that says otherwise.

Further steps

16.16 You agree to do anything we ask of you(such as obtaining consents,signing and producing documents and getting documents completed and signed):

(a)to bind you and any other person intended to be bound under the Agreements;and

(b)to show whether you're complying with the Agreements.

Changes

16.17 We may vary these Terms at any time,with notice to you.In doing so we must comply with any applicable law.

16.18 By giving you 30 days'notice,we may charge you additional fees and/or commissions or increase the current fees and/or commissions under the Agreements,in line with clause 6.2 of these Terms.

Waivers

16.19 A provision of these Terms,or right created under them,may not be waived or varied except in writing.

Assignment

16.20 You can't assign or otherwise deal with your rights under the Agreements or a Contract or allow any interest in them to arise or be varied without our consent.

16.2 1 We can assign or otherwise deal with our rights under the Agreements or a Contract without your consent.You agree that we may disclose any information or documents we consider necessary to help us exercise this right.

Inconsistent law

16.22 A provision of the Agreements that's void,illegal or unenforceable is ineffective only to the extent of the voidness,illegality or unenforceability,but the remaining provisions aren't affected.

16.23 Neither our rights or your liabilities under the Agreements are affected by anything which might otherwise affect them at law.

16.24 Any present or future legislation that works to vary your obligations in connection with the Agreements,and which adversely affects our rights,powers or remedies(including by way of delay or postponement)is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

Notices and other communications

16.25 We may,to the extent of your authorisation,send a communication under the Agreements to you or your Authorised Person.

16.26 Unless the Agreements expressly say otherwise,all notices,certificates,consents,approvals,waivers and other communications in connection with the Agreements:

(a)must be sent by email or other means that we specify from time to time;

(b)must be signed or issued by the sender(if an individual)or an Authorised Officer of the sender;and

(c)will be taken to be received upon sending,unless the sender receives an automated message informing them that the email has not been delivered.

16.27 Communications take effect from the time they're received unless a later time is specified in them.

Applicable law

16.28 The Agreements are governed by the laws in force in Anguilla and you submit to the non-exclusive jurisdiction of the courts of that place.

Currency of payments

16.29 All payments under the Agreements must be made in United States Dollars(USD)or any other currency that we may agree to.

Defaults

16.30 Each failure by you to pay an amount payable to us under the Agreements is deemed to be an application for credit from us.

Disputes

16.31 You acknowledge that our internal and external dispute resolution procedures don't prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

17.Disclosure of conflicts of interest

17.1 We may have a conflict of interest in acting as principal on both sides of a transaction.Because of the nature of the financial products that we provide,we can sometimes have residual long or short Contracts as a result of total client volume in one particular direction.

18.Privacy

18.1 Before completing the Application Form,you should read the Agreements,including these Terms and our Privacy Policy,carefully.The Application Form requires you to disclose personal information to us.Our Privacy Policy explains how we collect,use and disclose personal information.

18.2 We recognise the need to treat your personal information in an appropriate way and in compliance with relevant data protection laws and regulations.Under UK and EEA data protection laws and regulations(if applicable),we’re the data controller and the data processor.

18.3“Processing”your personal information means doing anything with your personal information including accessing,disclosing,destroying or using your personal information in any way.We process your personal information in these ways:

(a)we collect personal information from you to process your Application Form,and if your Application Form is accepted,to provide you with the products and services you’ve asked for.If you don’t provide us with your personal information,we may not be able to process your Application Form or provide you with these products and services;

(b)to do these things,we may disclose your personal information on a confidential basis to our agents,contractors,or the third party providers that we outsource our services to,to our related bodies corporate,our professional advisers,or to a proposed purchaser of the whole or any substantial part of our business;

(c)we may also disclose your personal information to:

(i)relevant regulators as required or permitted by law;

(ii)third party credit or identification agencies;

(iii)your financial advisor,if you’ve given us consent to contact them;

(iv)a third party broker or agent that you have authorised to refer your business to us or to trade on your Account on your behalf;and

(d)we may also use your personal information to create anonymised statistical data.

18.4 In addition,we may use your personal information to tell you about the other products and services that we and other members of the Capstone Global group of companies offer and for client profiling(such as targeted advertising and creating lookalike audiences).Please contact our support team on info@fxcg.com if you want to opt-out from us using or disclosing your personal information for this purpose.It’s important that you do this because,in applying for an Account,you’ll otherwise be taken to have consented to our use and disclosure of your personal information for this purpose.

18.5 By submitting your Application Form and accepting these Terms,you consent to our use and disclosure of your personal information in compliance with this clause 18 and our Privacy Policy.You have a right to access information that we hold about you and we reserve the right to charge you a reasonable fee for this access.You can request access to your personal information in writing by emailing info@fxcg.com and addressing your email to the attention of our Data Protection Officer.

18.6 If our business is sold(in whole or in part)or we undergo a corporate re-organisation, you agree that any personal information that we hold about you may be disclosed for analysing the sale or restructure or transferred to a third party and used for the same purpose that you’ve agreed to under these Terms.

18.7 All our staff are trained to handle personal information confidentially and all personal information in our possession is held in secure computer-based storage facilities or secure paper-based files.We have security measures in place to prevent unauthorised people from accessing these storage facilities.

18.8 Our website may install cookies on your computer to provide you with a better service or enhance your client experience.You have the option to turn these cookies off via your personal browser settings,although this will affect your ability to view parts of our website.18.9 Our Cookies Policy and full Privacy Policy is available on our website.

19.Definitions

19.1 Some of the words in these Terms have particular meanings:

Account means the trading account that you hold with us.

Agreements means these Terms,the Application Form,the Confirmations and the information that's located on Platform or our website,which together govern our relationship with you.

AML Laws means any applicable laws and regulations that apply to us in connection with the provision of our products and services to you under the Agreements,as updated,replaced or amended from time to time.

Application Form means the online form that you complete on our website to open an Account with us.

Authorised Person means the person that you authorise to give instructions to us in connection with your Account.

Business Day means a day on which banks are open for general banking business in Anguilla.

CFD means a contract-for-difference,a type of OTC derivative product that we offer from time to time under the Agreements.

Close of Business means 23.59 MT4 time.

Close–Out or **Closed–Out** means the termination of all or part of your Contract in compliance with the Agreements.

Confirmation means a message that we send you via the Platform to confirm the execution of your Order.

Contract means an OTC derivative Contract between you and us,which is an agreement to pay or receive the difference in value of an Underlying Asset,resulting in a long or short exposure.

Contract Quantity means the notional quantity to which your Contract or Order relates.

Each of these situations is a **Corporate Action**:

(a)if the Underlying Asset is shares,a declaration by the issuer of the shares,of any of the following:

(i)a subdivision,consolidation,redenomination or reclassification of shares,a share buy-back or cancellation,or a free distribution of shares to existing shareholders as a bonus,capitalisation or similar issue;

(ii)a distribution to existing underlying shareholders of additional shares,other share capital or securities granting the right to payment of dividends and/or proceeds of the issuer's liquidation in equal proportion with payments to holders of the underlying shares,securities,rights or warrants granting the right to a distribution of shares or to purchase,subscribe or receive shares,in any case for payment(in cash or otherwise)at less than the prevailing market price per share as decided by us;

(iii)the voiding of an Underlying Asset that trades,or has traded,on a"when issued"basis,in which case any Contract that relates to that Underlying Asset will also be void;

(iv)any other event regarding shares that have the same effect as any of the above events or that otherwise dilute or concentrate the market value of the shares,whether temporary or otherwise;or

(b)if the Underlying Asset is a digital asset(including any virtual currency),any event that we,acting reasonably,consider to have the same effect as any of the events set out in(a)(i)to(iv)above including,but not limited to,hard or soft forks,any distribution to the holder of the digital asset(including of a second digital asset)or any event the otherwise dilutes or concentrates the market value of the digital asset;or

(c)if the Underlying Asset is not based on shares:any other event that has the same effect as any of the above events or that otherwise dilutes or concentrates the market value of that Underlying Asset,whether temporary or otherwise.

Costs include costs,charges and expenses,including those incurred in connection with advisers.

Encumbrance means any mortgage,lien,charge,pledge,assignment by way of security,security interest,title retention,preferential right or trust arrangement,claim,covenant,profit a prend re,easement or any other security arrangement or any other arrangement having the same effect.

Each of these situations is an **Event of Default**:
(a)you fail to pay any amount of money that you owe to us under the Agreements on time,including,for the avoidance of doubt,any situation where the money in your Account is less than the Margin we require;

(b)you fail to comply with any of your obligations under the Agreements(other than those covered by sub-clause(a)and,if the non-compliance can be remedied,you fail to remedy the non-compliance within 7 days;

(c) an event or a series of events occurs which has or is likely to have a material adverse effect on your ability to comply with the Agreements;

(d)any change in law or interpretation which makes it unlawful for us to perform any provision of the Agreements;

(e)we or you are requested to end a Contract(or any part of a Contract)by any regulatory agency or authority;

(f) you die or become of unsound mind;

(g) a representation or warranty that’s made by you or for you in connection with the Agreements is found to have been incorrect or misleading;

(h)you exceed the Exposure Limit on your Account;

(i) you or a Guarantor becomes insolvent;
(j)if you’re a trustee of a trust:
(i)you cease to be the trustee of the trust or any step is taken to appoint another trustee of the trust,in either case without your consent;or
(ii)an application or order is sought or made in any court for:
(A)your removal as trustee of the trust;
(B)property of the trust to be brought into court or administered by the court or under its control;or
(C)a notice is given or meeting summoned for your removal as trustee of the trust or for the appointment of another person as trustee jointly with you;

(j) the Agreements or your Contract is or becomes(or is claimed by you or anyone for you to be)wholly or partly void,voidable or unenforceable;

(l)distress,execution or other process is levied against any of your property and isn't removed,discharged or paid within 7 days;
(m)any security created by any mortgage or charge becomes enforceable against you and the mortgagee or chargee takes steps to enforce the security or charge;or

(n)we reasonably consider that it's necessary to protect us or our associates.

Exposure Limit means a limit that we place on the sum of all of your Contract Values.

Free Balance means the excess money(if any)in your Account that's more than our Margin requirements.

Guarantor means any person(s)identified as such in your Application Form.You will be considered Insolvent if:
(a)you commit an act of bankruptcy;

(b)a liquidator or trustee in bankruptcy or similar person is appointed to you;

(c) you're insolvent;

(d)you're in liquidation,in provisional liquidation,under administration or wound up or have had a controller appointed to your property;

(e)you're subject to any arrangement,assignment,moratorium or composition,protected from creditors under any statute or dissolved;

(f) an application or order has been made(and,in the case of an application,it is not stayed,withdrawn or dismissed within 30 days),resolution passed,proposal put forward,or any other action taken,in each case in connection with you,which is preparatory to or could result in any of(a),(b)or(c)above;

(g)you're otherwise unable to pay your debts when they fall due;or

(h)something having a substantially similar effect to(a)to(g)happens to you under the law of any jurisdiction.

Limit Order means a pending Order to enter or Close-Out a Contract at a trigger price that's either the same or better than the price that's currently available in the market.

Liquidity Provider means a counterparty that we pass trades to,to manage our risk,also known as a hedging counterparty.

Long Party is when you enter a Contract to'buy'an OTC derivative.

Loss means,the difference between the opening value and the Close-Out value of your Contract if you're:

(a)the Long Party and the value of your Contract is lower when it's Closed-Out than when you opened it;or

(b)the Short Party and the value of your Contract is higher when it's Close-Out than when you opened it.

Margin means the amount of money that you need to deposit into your Account to enter into or maintain a Contract with us under the Agreements,which varies depending on the Underlying Asset and other factors.

Margin FX Contract means a leveraged foreign exchange Contract,a type of OTC derivative product that we offer.

Order means an offer that you make to enter into a Contract with us under the Agreements.**OTC derivative** means an over-the-counter derivative product,which can be a Margin FX Contract or CFD,which we offer to you under the Agreements from time to time.

Platform means any online software that we make available to you for entering into Margin FX Contracts and CFDs under the Agreements.

Profit means the difference between the opening value of your Contract and the value of your Contract when you Close-Out if you're:

(a)the Long Party and the value of your Contract is higher when it's Close-Out than when you opened it;or

(b)the Short Party and the value of your Contract is lower when it's Close-Out than when you opened it.

Short Party is when you execute a Contract to'sell'an OTC derivative.

Stop Loss Order means a pending order to exit a Contract if the set trigger price is reached.

Swap Benefit means a benefit that you could receive for holding the Contract through 23:55pm EET,which we'll calculate at our discretion.

Swap Charge means a charge that you could incur for holding a Contract through 23:55pm EET,which we'll calculate at our discretion.

Swap Rate means the rate at which we'll apply a Swap Charge or Swap Benefit to you.

Terms means these Terms and Conditions.

Underlying Asset means the instrument or asset that underlies your Order or Contract and determines the value of that Contract–for example an index,commodity,currency,futures contract,equity,crypto currency or any other instrument or asset.

Underlying Market means the market in which an Underlying Asset is traded.

19.2 A reference in the Agreements(including these Terms)to:

(a)the singular includes the plural and vice versa;

(b)law means common law,principles of equity,and laws made by parliament(and laws made by the parliament include State,Territory and Commonwealth laws and regulations and other instruments under them,and consolidations,amendments,re-enactments or replacements of any of them);

(c) the word"person"includes an individual,a firm,a body corporate,a partnership, a joint venture,an unincorporated body or association,or any government agency;

(d)if a period of time dates from a given day or the day of an act or event,it's to be calculated exclusive of that day.

19.3 If an event under the Agreements needs to occur on a day that isn't a Business Day then the relevant day will be taken to be the next Business Day.

19.4 Headings are for convenience only and don’t affect the interpretation of the Agreement.