

RISK DISCLOSURE STATEMENT
ELECTRONIC TRADING TERMS
AND CLIENT AGREEMENT

RISK DISCLOSURE STATEMENT

This notice is provided to you (the “Client” or “you”) because you are considering dealing with Trade101 LTD Atlantic Corporation (“Trade101”) (hereinafter “the Company”) in Foreign Exchange Contracts, Contracts for Difference, deposits and payments products and other Derivatives Contracts (“Transactions”) either on a margin basis or otherwise.

This notice cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing in these Transactions and was designed to explain in general terms the nature of the risks particular to dealing in these Transactions and to help the Client to take investment decisions on an informed basis.

Prior to applying for an account you should consider carefully whether trading in these Transactions is suitable for you in the light of your circumstances and financial situation. Margin FX and CFDs involve different levels of exposure to risk and, in deciding whether to trade in such instruments, you should be aware of the following points:

- Trading in Margin FX and CFDs (“OTC Derivatives”) carries a high degree of risk. The “gearing” or “leverage” involved in trading OTC derivatives means that a small initial margin payment can potentially lead to large losses in excess of your initial investment. The geared nature of derivatives also means that Margin FX and CFDs trading can carry greater risks than conventional share trading, which is generally not geared.
- A relatively small market movement can lead to a proportionately much larger movement in the value of your investment, and this can work against you as well as for you.
- Most OTC derivatives are off-exchange derivatives. This might be considered to involve greater risk than an on-exchange derivative as there is no exchange market on which to close out an open position – you are only able to open and close your positions with us. Accordingly you are exposed to the unlikely event that we may not be able to fulfill our obligations to you as a counterparty.
- Foreign markets will involve different risks to markets. The potential for profit or loss from OTC derivatives relating to a foreign market or denominated in a foreign currency will be affected by fluctuations in foreign exchange rates. It is possible to incur a loss if exchange rates change to your detriment, even if the price of the instrument to which the OTC derivatives relates remains unchanged.
- Margin FX and CFDs are contingent liability transactions which are margined and require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately, and they may only be settled in cash.
- You may sustain a total loss of the margin that you deposit with us to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice. If you fail to do so within the required time, your position may be liquidated at a loss and you will be liable for any resulting deficit.
- You will be deemed to have received a notice requiring the payment of such funds, even if you are not at home or do not receive the messages we leave for you, if the notices are delivered to your nominated contact points.
- Even if a Margin FX and CFD is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract.

- Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that trading in the underlying market is suspended or restricted.
- Placing a Stop Order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an Order if the underlying market moves straight through the stipulated price.
- We will provide you with personal financial product advice relating to Margin FX and CFDs and we will make Margin FX and CFD recommendations of any kind.
- There is no clearing house for Margin FX and CFDs, and the performance of a Margin FX and CFD by Trade101 LTD is not 'guaranteed' by an exchange or clearing house.
- Our insolvency or default may lead to your positions being liquidated or closed out without your consent. As all deposits lodged with us are held in a segregated client account or accounts, in such circumstances those deposits would attract all legal protections afforded under the applicable laws. Net unrealised running profits are also held in trust by us (in excess of our contractual and regulatory requirements) and would normally be similarly protected for your benefit as beneficial owner, unless a Court were not to uphold the trust in relation to the net unrealised profits, in which event you would rank as an unsecured creditor of ours in relation to such net unrealised profits. It should also be noted that keeping your funds in a segregated client account does not offer or guarantee absolute protection of your funds in the event of our insolvency or default where there is a deficit in the segregated client account.
- Although by dealing with us you will not be dealing in securities, you need to be aware that you may still be subject to the applicable laws.
- The obligations to you under the Client Agreement and the margin FX and CFDs are unsecured obligations, meaning that you are an unsecured creditor of ours.

1. TERMS AND CONDITIONS

1.1 INTRODUCTION

The Client wishes to deal in over-the-counter financial products in accordance with the Client's instructions from time to time, and in accordance with the terms and conditions contained in this Agreement.

These terms and conditions are part of the agreement between Trade101 LTD (“we”, “our” or “us”) and you the client (“you” or “yourself”) which governs our trading services and all transactions we conduct with you.

- Application form;
- These terms and conditions; and
- Any additional terms and conditions issued by us and notified to you and accepted by you, in connection with our dealings with you;
- The market information sheet which we may publish from time to time;
- These documents are referred to as the “Agreement”.
- There are other materials that explain the basis of our dealings with you and they include:
 - Our website, which includes our trading platform

Please read this Agreement carefully and seek professional advice if necessary. Contracts that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement. When we open an account for you, you will be bound by the Agreement in your dealings with us.

1.2 INTERPRETATION

If there is any conflict between the terms of this Agreement and any applicable law, the applicable law will prevail provided that any applicable law relating to the provision of margin demands will not apply.

- i. Headings and examples in this Agreement are for ease of reference only and do not form part of this Agreement.
- ii. The singular includes the plural, and the converse also applies. The masculine includes the feminine.
- iii. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- iv. A reference to a person includes bodies corporate, unincorporated, associations, trusts, partnerships, individuals or other entity, whether or not it comprises a separate legal entity.
- v. A reference to an agreement or document (including a reference to this Agreement) is to the Agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.

- vi. A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal representatives).
- vii. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- viii. Any reference to any enactment includes references to any statutory modification or re-enactment of such enactment or to any regulation or order made under such enactment (or under such a modification or re-enactment).
- ix. All references to times of the day are to the time in London, United Kingdom unless otherwise specified.

2. GENERAL INFORMATION

2.1 PRINCIPAL

We will deal with you as principal and not as agent on your behalf. This means that any trades are agreed directly between you and us and we will be the counterparty to all of your trades.

Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the "Agent") can act on your behalf.

We will be entitled to rely on any instructions given to us by the Agent in relation to your account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.

2.2 PERSONAL FINANCIAL ADVICE

We will provide personal or financial product advice to you, in relation to the terms and conditions of this Agreement or on the merits of any trade. We deal with you on not only execution basis and any advice we give you will be personal financial advice only. This means that any advice we do give you has been prepared with taking account of your objectives, financial situation or needs.

2.3 INVESTMENT RESEARCH AND OTHER PUBLISHED INFORMATION

We may from time to time send published research reports and recommendations and other publications to you. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons. We make no representations as to the time of receipt by you of research reports or recommendations and cannot guarantee that you will receive such research reports or recommendations at the same time as other clients. We shall not be liable for any investment decision you make, based in whole or in part, on any investment research report, recommendation or other publication we send to you. Any such published research reports or recommendations may appear in one or more screen information service.

2.4 ALL TRADES AT YOUR RISK

We may, but are under no obligation:

- a. To satisfy ourselves as to the suitability of any trade for you;
- b. To monitor or advise you on the status of any trades;
- c. To make margin calls; or except where legislation requires it, close any open position despite the fact that previously we may have given such advice or taken action in relation to that trade or any other.

2.5 RELIANCE ON YOUR OWN JUDGMENT

You must understand the risks of dealing in Margin FX and CFDs and rely solely upon your own judgment in dealing with us. We are not under any responsibility or owe to you any duty of care to monitor your trades or to prevent you from trading beyond your means or ability or otherwise, to protect you.

We will assess wholesale client or retail client status from time to time. If you satisfy the criteria to be classified as a wholesale client, we may classify you as such. We are under no obligation to inform you if we classify you as a wholesale client.

2.6 OUR TRADING SERVICE

Our trading service is an on-line service and you specifically consent to the receipt of documents in electronic form via email, website or other electronic means. Upon your request we will send you the product disclosure statement and financial services guide in paper form at no charge.

2.7 ACCESS TO INTERNET

You confirm that you have regular access to the internet and consent to us providing you with information about us and our services (including market information), our costs and charges and our notices by email or by posting such information on our website or on our trading platform.

2.8 UNDERLYING INSTRUMENTS

You will not have any rights of ownership or otherwise in any underlying instrument as a result of the trade with us. This means you will not own or have any interest in the physical currency, index, commodity or bullion the subject of the Margin FX or CFD.

3. OUR DISCRETIONS

Various clauses of this Agreement confer discretions on us to act in circumstances that are set out in the relevant provision.

3.1 OPENING

After we accept your application, we will open an account in your name. We may split your account into different sub-accounts denominated into different currencies and references in this Agreement to your account is to be taken to include reference to sub-accounts or the relevant sub-accounts, as the case requires. We reserve the right to refuse to open an account for any reason whatsoever.

3.2 ACCOUNT INFORMATION

You undertake and warrant to us that any information provided to us is correct and that you will immediately inform us of any material change to that information, and including any changes to your contact details or financial status.

3.3 TRUST ACCOUNT

All moneys deposited by you to the credit of your account is client money within the meaning of the client money handling obligations and which will be held in an account with an approved foreign bank in accordance with the client money obligations. Client money is held in trust for the clients entitled to it, or if the money is invested in accordance with the client money obligations, the investment is held in trust for the clients entitled to it.

3.4 NAMING OF CLIENT

Where two or more natural persons and no others are named as the client, the account will be established in their names as joint tenants unless they specifically advise otherwise. In all other cases, the accounts will be established in the names as tenants in common. All account holders shall be jointly and severally liable for losses, fees or charges arising on a joint account. Among other things, this means that any monies owed on the account shall be payable in full by you or any of the other joint account holders.

3.5 NAMING OF CLIENT

Upon opening an account with us, you will be given an internet specific password, which must be declared, to when you wish to access your account. You will also be given an account name, which must also be declared to access your account in certain circumstances.

It is your responsibility to keep your account number and security information confidential and agree that you will not disclose your account number or password to any other person. You will be deemed to have authorised all trading under your account number irrespective of whether the person using it for the purpose of trading is using it with your authority, unless the trade in question is not one that you in fact authorised directly or through a power of attorney; and

- The person using the account number obtained it from us as a result of our negligence, or
- We otherwise act negligently in accepting instructions on your account.

4. INSTRUCTIONS AND DEALING

4.1 CHANGING AUTHORISED PERSONS

You may, by written notice, change the persons who are authorised from those indicated on the application; but we are not bound by any such variation until we actually receive written notice. We may act upon the oral or written orders or instructions of any authorised person, or any person who appears to us to be an authorised person, despite the fact that the person may not be authorised. For example, we are entitled to act on any orders or instructions transmitted using your user name, account number, user id or password.

4.2 ACCOUNT SECURITY INFORMATION

You are required to keep all security information relating to the account, including, but not limited to, any user name, account number, user id and password, confidential and we do not have to establish the authority of anyone using these items. If you are aware or suspect that these items are no longer confidential, you should contact us as soon as practicable so that they may be changed.

4.3 FURTHER INSTRUCTIONS

We may require instructions from you in respect of any margin FX contract or CFD or proposed margin FX contract or CFD and if we do, you must promptly provide us with that information. If you do not, we may, in our absolute discretion take all such reasonable steps at your cost as we reasonably consider necessary or desirable for our or your protection. But this does not detract from your responsibility to keep yourself informed at all times as to the key dates and events affecting your margin FX contracts and CFDs.

4.4 CONFIRMATION OF INSTRUCTIONS

We may also, although we are not obliged to, require confirmation of any order or instruction: If any instruction is to close an account or remit money to you; or

Otherwise, if it reasonably appears to us that confirmation is necessary or desirable.

4.5 ACKNOWLEDGEMENT OF INSTRUCTIONS

Instructions may be acknowledged orally or in writing by us, as appropriate.

4.6 INSTRUCTION NOT A CONTRACT

When you transmit an order or instruction to us, this does not automatically give rise to a binding margin FX, FX option or CFD between you and us because any order made by you is always subject to us accepting your offer and such order having been recorded as accepted and confirmed by us to you. You are responsible for inquiring of us if a confirmation is expected in relation to a transaction, but has not been received by you.

Right not to accept orders

We may, but shall not be obliged to, accept instructions to enter into a transaction. If we decline to enter into a proposed transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

5. CONSENT TO RECORDING OF TELEPHONE CONVERSATIONS

You consent to:

- a. The electronic recording of your telephone discussions with us, with or without an automatic tone warning device; and
- b. The use of recordings or transcripts from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and us.

6. MARKET DISRUPTION: INDEX FUTURES CFD

- a. If we reasonably believe that we can no longer perform our obligations under the CFDs on the same economic basis as that underlying instrument the terms of the contract when the contract was originally entered into because of a supervision or halt in the underlying market for an underlying instrument, then, we will give notice to you of that fact and will, at your request, provide you with reasonable evidence of such circumstances, although our determination will be conclusive
- b. At any time following our giving of notice to you under this clause, we may halt trading and the use of client money in the CFD.

7. OPENING A TRADE

7.1 NO RIGHTS IN UNDERLYING INSTRUMENT

A trade does not entitle you to any rights in relation to the underlying instrument being traded and you will not be entitled to delivery of the underlying instrument; nor will you acquire any ownership or other such rights in relation to it.

7.2 OPENING TRADE USING OUR TRADING PLATFORM

We will open or close a position and execute limit orders and stop loss orders on a trade opened by us via our trading platform.

If our computer records are at variance with your own records or recollection of our trading, the version of events recorded contemporaneously by our computer will prevail and our obligations to each other (including the obligation to pay any money) will be assessed and calculated on the basis that our contemporaneous computer records are correct and are conclusive evidence of the matters they record.

7.3 CURRENCY

All trades will be conducted in the currency appropriate to the trade and will be converted into your account base currency at the prevailing exchange rate for the purposes of calculating the components of your account summary.

7.4 POSITION DURATION

With the exception of index futures CFDs and commodity CFDs a position has no inherent limit to its duration and, subject to the payment of margin and other relevant sums, can continue indefinitely. Any position opened by us may be closed by us at the required time.

7.5 OPPOSING POSITIONS

- a. We may run opposing positions in margin FX contracts in the same currency pair and a position in a market where we have an opposing position already opened. Both long and short positions will appear in your trade account and they will be treated as two open positions.
- b. We may run opposing positions in the same market and a position in a market where we have an opposing position already open will automatically close the earlier position.

7.6 DIFFERENCE IN BUY AND SELL PRICES

You understand there may be a wider difference between ‘buy’ and ‘sell’ prices we are quoted on closing a position than when it was opened.

8. PRICING

8.1 QUOTES

We will quote prices which provide an indication of the prices at which we are prepared to deal with you:

- a. Principal: we act under this Agreement as a principal, and accordingly, set the applicable price at which we are prepared to deal with you;
- b. Other prices: prices that may be quoted or traded upon from time to time by third parties do not apply to trades and dealings between us and you;
- c. Different prices: we, in our absolute discretion, may quote different prices to different clients and trade at different prices with different clients;
- d. Underlying instrument: neither you or us:
 - i. Acquire any interest in, or right to, acquire; and
 - ii. Is obliged to sell, purchase, hold, deliver or receive any underlying instrument;
- c. Make and receive payments: the rights and obligations of you and us under margin FX contracts, FX options or CFDs are principally to make and receive such payments as are provided in this Agreement and any margin FX contract or CFD.

8.2 MINIMUM TRADING SIZE

The size of your margin FX, FX option or CFDs must equal or exceed the minimum trading size.

8.3 INDEX FUTURES CFDS

- a. Contract unit: the contract unit of an index futures CFD will be the points total of the relevant equities index futures contract and our quoted prices in the relevant currency of the equity index futures contract at the relevant currency amount per index point.
- b. Our pricing: the contract price of an index futures CFD will be the bid or offer price (whichever is applicable) calculated by us by applying our spread to the mid-market price of the relevant equities index futures contract on the relevant Exchange. If the specified date of an index futures CFD is other than a date generally quoted in the market, we will calculate the relevant exchange rate from the available exchange prices for other value dates as we consider fair and reasonable.

8.4 BULLION CFDS

- a. Contract unit: the contract unit of a bullion CFD will be one ounce of the relevant metal (gold or silver) and we quote prices in the customary currency of the relevant market per ounce.

8.5 COMMODITIES CFDS

- a. Contract unit: the contract unit of a commodity CFD will be 1 unit (e.g. One ounce, pound or barrel) according to the custom of the relevant market and we quote prices in the customary currency of the relevant market per unit. If, in accordance with the custom of the relevant market, prices for a commodity are quoted in different currencies in different markets, you may request us to quote a price for the commodity CFD in any of the customary currencies.

8.6 MARGIN FX

- a. The contract unit: A margin FX contract will be one currency unit of the primary reference currency.

8.7 ERRORS IN PRICES

- a. It is possible that errors, omissions or misquotes (“material error”) may occur in the pricing of margin FX contracts, FX option contracts or CFDs quoted by us, which by fault of either of us or any third party, is materially incorrect when taking into account market conditions and quotes in underlying instruments which prevailed at the time. A material error may include an incorrect price, date, time or margin FX contract, FX option contract or CFD or any error or lack of clarity of any information. If a trade is based on a material error as determined by us in our discretion acting reasonably and in good faith, we reserve the right without your consent to:
 - i. Amend the terms and conditions of the margin FX contract, FX option contract or CFD to reflect what we consider to have been the fair price at the time the margin contract or CFD was entered into and there had been no material error;
 - ii. Close the trade and any open positions resulting from it;
 - iii. Void the margin contract or CFD from the outset;
 - iv. Refrain from taking action to amend or void the margin FX contract, FX option contract or CFD;
 - v. Obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship;
 - vi. Reject an order or cancel a trade; or
 - vii. Immediately terminate our trading relationship.

8.8 EA POLICY

8.8.1 EA POLICY

In order to ensure the stability of the Trade101 LTD platforms and Products, “Expert Adviser” (EA) strategies are not permitted on our platform.

8.8.2 In order to make EA trading available clients have to submit a request and acknowledge that they will confirm in advance that they wish to use an EA during account opening or before starting to implement such a strategy. There is no additional charge for this mode of trading. Trade101 LTD the right to reverse orders that are executed using EA methods on accounts that are not labelled as EA accounts or where the necessary advance confirmation has not been given.

8.9 SWAP FREE ACCOUNTS

In order to ensure the stability of the Trade101 LTD platforms and Products, “Expert Adviser” (EA) strategies are not permitted on our platform.

8.9.1 The Company offers Islamic (swap-free) accounts to comply with Islamic Shariah law; this is also an advantage for all traders who hold their positions for multiple days without being aware of swaps or overnight fees; thus, a trading account would not pay, or be paid for holding a position for more than one business day.

8.9.2 If the Client wishes to convert his Client Account into a swap free account or vice versa, he must send a notification to the Company.

8.9.3 If the Client has a swap free account, no swaps or roll over charges will be applied to trading positions overnight. This means that the Client Account will be free from interest or swap charges and features zero up-front commissions without additional charges per trade. Any charges applicable appear on the Company’s website.

8.9.4 Any client who misuses this advantage by holding his floating positions for a long time period, taking advantage of the swap-free facility and gaining profits from swaps must close the floating positions immediately, bearing in mind that these fees are handled by the company and not paid by clients.

8.9.5 Hedging a currency pair by its corresponding Future CFD and/or hedging positions on a swap based account against positions on a swap free account is forbidden, as these also represent attempts to take advantage of the swap free facility and gain profits from swaps; one direction of this kind of hedge must be closed immediately.

8.9.6 The Company has the right to charge certain instruments Storage Fees on positions that have remained open for 1 day or more.

8.9.7 If the client fails to take action to avoid such practices, the Company will be required to close or take any necessary action on these accounts without prior written notice.

8.10 “MACHINE GUNNING” POLICY

8.10.1 In order to ensure the stability of the Trade101 LTD platform and products the following policy has been put in place. Trade101 LTD defines “machine gunning” as the submission of any order type in “quick succession” in the same contract / instrument type i.e. EURUSD and in the same direction in a “significant order size”.

8.10.2 This policy is to restrict clients from submitting multiple orders as a means exceeding our maximum order size restrictions within a short timeframe as this can be disruptive to the pricing we receive from liquidity providers impacting all our clients. This policy is also to limit the potential for our platform to be utilised for potential Market Abuse.

8.10.3 Please refer to the platform features on our website concerning how your deposits and Profit / Loss will be handled in relation to the base currency you select.

8.10.4 Trade101 LTD does not support, maintain, or service any third party software or tool installed or used in conjunction with the trading platforms provided, such as “Expert Advisors”. By installing, accessing or otherwise utilizing such third party software or tool, including but not limited to any charts, signals, analytical tools or reports provided by such third parties, Trade101 LTD disclaims all liabilities and losses related to the third party software or tool that you elect to utilise in conjunction with our trading platform(s). If you are using an “EA” and do not have a Virtual Private Server subscription, your “EA”s will stop running when you are logged out of Meta Trader so although you do not need to sit 24×7 watching the markets whilst using “EA”s, any single point of failure (e.g. computer, internet connection, MetaTrader 4) can stop your “EA” from running.

9. MARGIN

9.1 INITIAL MARGIN

Upon placing a trade that creates an open position you are required to have in your account, the margin for that trade as calculated by us (“initial margin”). This initial margin is calculated as follows:

At the time of opening the position, you must have margin in your account at least equivalent to:

- a. In the case of index, bullion and index future CFDs:

Initial margin requirement = (Quantity of contract units x contract price) x margin percentage;

- b. In the case of a commodity CFD:

Initial margin requirement = (Margin percentage x contract price/minimum point increment) x quantity of contract.

9.2 CHANGING MARGIN PERCENTAGE

We may vary the margin percentage, but we will only do so where we reasonably consider it necessary, for example in response to or in anticipation of the following:

- Changing volatility and/or liquidity in the underlying instrument or in the financial markets generally;
- Economic news;
- Changes in your dealing pattern with us;
- Your credit circumstances change; or
- Your exposure to us being concentrated in a particular underlying instrument.

9.3 NOTIFICATION OF INCREASED MARGIN PERCENTAGE

We will notify you of a change in the margin percentage by any of the following means: telephone, email, text message or by posting notice of increase on our website.

10. YOUR OBLIGATION TO PAY AND MONITOR MARGIN

10.1 YOU MUST PAY MARGIN

- a. You must pay to us such amounts by way of margin as we may require under this Agreement, including but not limited to margin calculated by reference to this Agreement in order to always maintain the minimum total equity balance.
- b. Your failure to pay any margin required under this Agreement will be regarded as an event of default.

10.2 YOU MUST MONITOR MARGIN

- a. Through the electronic facility we will provide you with access to your account and sufficient information to enable you to calculate the amount of any margin required by us under this Agreement and notify you of the total amount of margin due from you in the base currency using our exchange rate.
- b. It is your responsibility to monitor at all times the amount of margin deposited with us from time to time against the amount of any margin currently required of this Agreement and any additional margin that may be necessary or desirable, having regard to such matters as:
 - i. Open positions;
 - ii. The volatility of any relevant underlying instrument;
 - iii. The volatility of the relevant market;
 - iv. The volatility of the markets generally;
 - v. Any applicable exchange rate risk; and
 - vi. The time it will take for you to remit sufficient cleared funds to us.

10.3 NO OBLIGATION TO MAKE MARGIN CALL

We are not under any obligation to keep you informed of your account balance and required margin by making a margin call. However, if we do so, the margin call may be made by telephone call, and email or text message. The margin call is deemed to have been made as soon as you are deemed to have received such notice. We are deemed to have made a demand on you if:

- a. We have left a message requesting you to contact us and you have not done so within a reasonable time after we have left such a message; or
- b. If we are unable to leave such a message and have used all reasonable endeavours to contact you by telephone at the telephone number last notified to us by you, but have been unable to contact you on such number.

10.4 TIMING OF CHANGES TO MARGIN PERCENTAGE

You agree and acknowledge that any variation of the margin percentage under Clause of this Agreement may take immediate effect on and from you being given oral or written notice of the variation in accordance with this Agreement.

10.5 NO ONLINE ACCESS

Where we are not able to provide you on-line access through the electronic facility to information on the account due to circumstances that are reasonably within our control, we will use reasonable endeavours to make a margin call. You accept that in extreme circumstances where your open positions are moving or have moved particularly quickly against you, we may not provide a margin call before exercising our rights to close out your positions under this Agreement.

10.6 YOUR OBLIGATION TO NOTIFY US

It is your responsibility to notify us immediately of any changes in your contact details and to provide us with any alternative contact details and ensure that our margin calls will be met if you will be contactable at the contact address or telephone number notified to us. You acknowledge that we are not liable for any losses (including indirect or consequential losses), costs, expense or damages incurred or suffered by you.

10.7 WHERE MARGIN IS NOT PAID

We reserve the sole and absolute discretion to exercise any of our rights in 15.2 in the event that there is margin owing on your account.

11. CLOSING A MARGIN FX CONTRACT, FX OPTION CONTRACT OR CFD

11.1 WHEN CAN A MARGIN FX CONTRACT, FX OPTION CONTRACT OR CFD (OTHER THAN AN INDEX FUTURES CFD OR COMMODITY CFD) BE CLOSED:

BE CLOSED:

A margin FX contract or CFD (other than an index futures CFD or a commodity CFD, which are together referred to in this clause as “accepted contracts”) may be closed out if:

- a. You give instructions to close a margin FX contract or CFD, by entering into an equal and opposite contract as follows:
- b. We may exercise any of our rights under this Agreement to close a margin FX contract, CFD, FX option contract or any excepted contract at any time before the contract closes.

11.2 WHEN CAN AN EXCEPTED CONTRACT BE CLOSED

An excepted contract can only be closed by those contracts with the same specified date.

11.3 TIME LIMITS FOR CLOSING

Details of the last day and time for closing out a, FX option contract or Futures CFD, are available on request. It is your responsibility to be aware of the last day and time for closing out a particular FX option contract or Futures CFD.

11.4 METHOD OF CLOSING MARGIN FX CONTRACTS, FX OPTION CONTRACTS OR CFDS BY US

Where we exercise any of our rights under this Agreement to close a margin FX contract, FX option contract or CFD, we will do so by entering into an equal and opposite margin FX contract, FX option contract or CFD on the account

11.5 CONTRACT VALUE AT CLOSING

A margin FX contract, FX option contract or CFD will close at the contract value at the time of closing as calculated by us, which will equal: $Contract\ price \times contract\ quantity$

And as notified to you

11.6 TIMING OF PAYMENTS

Any payment due by either us or you in respect of dates on or after the closing date will be made by us adjusting the account at close of business on the settlement date.

- If the amount calculated as the contract value is greater than the amount calculated as the opening value, credit the difference to the account; and
- If the amount calculated as the opening value is greater than the amount calculated as the contract value, debit the difference from your account.

12. CLOSE OF BUSINESS ACCOUNTING

12.1 WHEN WE ACCOUNT

Commencing at close of business on the date of the transaction and at close of business on each subsequent business day during the terms of the margin FX contracts or CFDs, (including the closing date).

12.2 CONTRACT VALUE

We will calculate the contract value, which will equal: $Contract\ price \times contract\ quantity$.

12.3 CONTRACT VALUE AT CLOSE

- a. Index futures CFD: the contract price will be the bid or offer price, depending on whether you are long or short, calculated.
- b. Bullion CFDs: the contract price will be the bid or offer price, depending whether you are long or short, calculated.
- c. Commodity CFDs: the contract price will be the bid or offer price, depending on whether you are short or long, calculated.
- d. Margin FX contracts: the contract price will be the offer or bid price, depending on whether you are long or short, calculated.

12.4 VALUATION

If on the date of the transaction:

- The current contract value exceeds the opening value, the short party will pay to the long party such excess;
- The opening value exceeds the current contract value, the long party will pay to the short party such excess.

12.5 DAILY SWAPS OF MARGIN FX CONTRACTS AND CFDS (OTHER THAN EXCEPTED CONTRACTS)

When you hold a position or positions overnight in a margin FX contract or CFD (other than an excepted contract) they will be rolled to the next business day which will result in you paying a swap charge or receiving a swap benefit at the Trade101 LTD swap rate and the amount depends on our swap rate, being the rates at which you receive or pay interest on positions that remain open overnight. This is a varying rate dependent upon the applicable rate in the interbank markets for the currencies or bullion, the duration of the rollover period, the size of the position and the Trade101 LTD spread that is applied at our discretion. No swap charge is paid or swap benefit is received in the case of excepted contracts; but there will be a rollover charge or benefit.

12.6 ENTITLEMENT

If you are long on a margin FX contract you may either receive a swap benefit or pay a swap charge, depending on the currency you are long, and if you are short on a margin FX contract you may either pay a swap charge or receive a swap benefit, depending on the currency you are short on.

12.7 LONG MARGIN FX CONTRACTS

If you are long on a margin FX contract where the bought currency interest rates are higher than the sold currency interest rates you will receive interest at the swap rate if you hold the position overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency. On the other hand, if you are long on a margin FX contract where the bought currency interest rates are lower than the sold currency interest rates then you will pay interest at the swap rate if you hold the position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency.

12.8 BULLION CFDS

Commodity CFDs over futures contracts do not incur financing costs. Commodity CFDs over physical commodities (such as gold and silver) carried overnight will incur financing costs for the total notional value of the position at the relevant financing rate. If you are short on the Commodity CFDs over futures contract carried overnight you may receive financing from us. However, in certain market conditions we may require you to pay a daily rollover fee where you would ordinarily have received a financing fee.

12.9 SHORT MARGIN FX

If you are short on a margin FX where the sold currency interest rates are higher than the bought currency interest rates you will pay interest at the swap rate if you hold the position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency. On the other hand, if you are short on a margin FX contract where the sold currency interest rates are lower than the bought currency interest rates then you will receive interest at the swap rate if you hold the position overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency.

12.10 SETTLEMENT

In relation to swap charges and benefits, they will be accrued in the swap value field of open trade position. In the event there are insufficient funds in your account, any amount due to us because of the swap charges becomes a debt due and owing by you to us. In relation to commodity and index futures CFDs, rollover charges and rollover benefits will be accrued in the rollover value field of open trade position. In the event that there are insufficient funds in your account, any amount due to us because of the rollover charges becomes a debt due and owing to us. When we make accounting payments.

13. STOP LOSS ORDERS AND LIMIT ORDERS

13.1 MARGIN REQUIREMENTS TO FILL ORDERS

An order which involves an instruction to us to open a trade above a certain price will not ordinarily be filled unless at the time when the price reaches the relevant limit your account contains sufficient trading resources to cover the initial margin for the trade which is to be opened. We may, however, at our discretion proceed to fill such an order notwithstanding that your account has insufficient trading resources to cover the initial margin for the trade which is to be opened. In such circumstances we reserve the right at any time after the opening of the trade to require you to deposit cash in the amount of the required initial margin for that trade.

13.2 LIABILITY FOR LOSSES ARISING FROM ORDERS

You will remain liable for any losses in your account which may be realised as the result of the filling of an order, regardless of the trading resources available on your account at the time the order was filled.

13.3 OUR RIGHT TO IMPOSE A STOP LOSS ORDER

- a. We have any reason whatever to think that you will not pay us any money that is or may become due to us; or
- b. You make any statement to us which we have reason to believe is or may not be true; or
- c. You fail to do anything that you have undertaken to us that you will do; or
- d. We are having difficulty in communicating with you and there are grounds for believing that this is because you have failed to take reasonable care to ensure that you are contactable by us at all times. Such grounds will arise if (whether or not in order to make a margin call) we dial all the telephone numbers given by you to us but are unable to speak to you personally and:
 - i. We leave a message on any message-taking facilities offered but we do not hear from you within 30 minutes of leaving the message (or, if we leave more than one, the first message we leave, although if we leave or attempt to leave a message, either with a person who offers to take a message or on an automated message-taking service but for any reason it does not reach you we will nonetheless be deemed to have left a message for you); or
 - ii. No message-taking services are offered and we dial all the numbers given by you again after a period of not less than 30 minutes and are still unable to speak with you at once.

13.4 INFORMING YOU OF ORDERS WE IMPOSE

We will as soon as is reasonably practicable after imposing a stop loss order attempt to inform you of it by telephoning you on the number or numbers that you leave with us and:

- a. Informing you personally of the stop loss order or if this is not possible by;
- b. Leaving a message if, and only if, there is an automated message-taking facility or a person who offers to take such a message for you. If a message is left, it will be deemed to have reached you whether or not it has in fact done so. We will also send written notification to you by post and/or email at the addresses that you have given to us. We are under no obligation to take any other steps to inform you of the stop loss order and a failure for any reason to inform you of the imposition of a stop loss order will not affect the validity or enforceability of that stop loss order.

14. EVENTS OF DEFAULT

14.1 WHAT CONSTITUTES AN EVENT OF DEFAULT

- a. An insolvency event occurs in relation to you;
- b. You are an individual and you die or become of unsound mind;
- c. You fail to provide any margin or other sum due under this Agreement in respect of any margin FX contract, FX option contract or CFD, or the margin held by us in respect of any open positions falls below our margin requirements;
- d. Any fee due to us is not paid in accordance with this Agreement;
- e. Whether or not any sums are currently due to us from you, where any cheque or other payment instrument has not been met on first expectation or is subsequently dishonoured or you have consistently failed to pay any amount owed to us in time;
- f. At any time or for any period deemed reasonable by us you are not contactable or you do not respond to any notice or correspondence from us;
- g. We reasonably consider it necessary for the protection of our rights under this Agreement;
- h. We are unable to make price in the margin FX contract, FX option contract or CFD due to the unavailability of the relevant market information for reasons beyond our control;
- i. We consider that you may be in breach of any applicable law;
- j. A position limit is less likely to be exceeded.

14.2 WHAT ACTION MAY WE TAKE?

If an event of default occurs we may take all or any of the following actions:

- a. Immediately require payment of any amount you owe us, including margin;
- b. Terminate this Agreement;
- c. Refuse orders to establish new positions;
- d. Convert any ledger balances to the base currency of your account;
- e. Change the margin level at which we may close your account;
- f. Impose new margin requirements to your trading or account;
- g. Limit or withdraw the credit on your account;
- h. Suspend your account and refuse to open any trades;
- i. Call on any guarantee in respect of your obligations;

- j. Enter into any transaction at such rates and times as we may determine in order to meet any obligation you may have incurred under a margin FX contract, FX option contract or CFD;
- k. Combine, close or consolidate any of the accounts sustained by you and offset any and/or amounts owed to, or by, us in such manner as we may in our absolute discretion determine;
- l. Retain any amount owed by us to you against any contingent liability of yours to us or as long as the contingency subsists; or
- m. Exercise any power or right that we may have in accordance with this agreement or in law or equity or take any other form of action.

14.3 EXERCISE OF RIGHTS

We may exercise our rights at any time after the relevant event has occurred and where relevant will do so on the basis of the next available price for the affected open position.

15. NETTING AND SETTING OFF

At any time following the occurrence of an Event of Default, we may, by notice to you, specify a date (the “Liquidation Date”) for the termination and liquidation of Netting Transactions in accordance with this Clause.

This Agreement and all trades under it form part of a singular agreement between us and you, and we both acknowledge that we enter into this Agreement and any trades under it in reliance upon these terms.

16. PAYMENTS

PAYMENT OF AMOUNTS DUE TO US

Unless otherwise provided in this Agreement, all amounts due to us will, at our option:

- a. Be paid by you in accordance with this Agreement.

You must pay all commissions, fees and charges, including administration fees, data fees, and rollover and financing charges, and other charges that may be levied by us from time to time, in accordance with this Agreement. Goods and services tax will be added to the amount payable where relevant.

17. AMENDMENT AND TERMINATION

17.1 CURRENT VERSION OF AGREEMENT GOVERNS MARGIN FX CONTRACTS, FX OPTION CONTRACTS AND CFDS

You agree that the version of this Agreement published on our website at the time of entering into a margin FX contract, FX option contract or CFD governs that margin FX contract, FX option contract or CFD.

17.2 WITHDRAWING CREDIT FROM YOUR ACCOUNT

We may amend or replace this Agreement by giving written notice of the changes. We will only make changes for good reason, including:

- a. Making the provisions clearer or more favourable to you;
- b. Reflecting legitimate increases or reductions in the cost of providing services to you;
- c. Rectifying any mistakes that may be discovered;
- d. Reflecting any changes in the applicable laws, codes of practice or decisions by court, ombudsman, regulator or similar body;
- e. Reflecting changes in market conditions;
- f. Reflecting changes in the way we do business.

17.3 YOU MAY OBJECT

If you object to any changes, you must notify us within 14 days of the date the notice is deemed to be received. If you do not do so, you will be deemed to have accepted the changes. If you give us notice that you object, then the changes will not bind you; but we may require you to close your account.

17.4 OUR RIGHT TO TERMINATE

We may terminate this Agreement and close your account at any time for any reason; this right is in addition to any other rights to terminate this Agreement or close your account that we may have under this Agreement.

17.5 YOUR RIGHT TO TERMINATE

You may also terminate this Agreement or close your account at any time by giving us written notice. Your account will be closed as soon as reasonably practicable after we have received notice, all open positions are closed, or orders cancelled, and all of your obligations are discharged.

17.6 RESERVATION OF RIGHTS

If you or we provide notice to close your account or terminate this Agreement, we reserve the right to refuse to allow our brokers to open trades or orders which may lead to you holding further open positions.

17.7 SURVIVAL OF OBLIGATIONS

Termination of this agreement will not release either party from their obligations or liabilities accrued prior to the termination of this agreement.

18. APPLICATION OF ACCOUNT FUNDS

18.1 OUR RIGHTS TO APPLY ACCOUNT FUNDS

We may at any time without prior notice to you, in order to discharge your obligations (actual or contingent) under this Agreement:

- a. Apply all or part of any currency held by us in your account and any currency held by us for the purpose of your dealings in such order or manner as we think fit, whether the liabilities are actual or contingent, primary or collateral, joint or several;
- b. Combine or consolidate all or any of the your accounts with us; and
- c. Convert at a commercial rate currency held by us in your account into a currency or currencies in which payments are due from you to us and without us being responsible to you for any loss resulting from such conversion.

19. LEGAL AND REGULATORY REQUIREMENTS

19.1 OUR ACTIONS TO COMPLY WITH THE LAW

Despite any other provision of this Agreement, in providing the services in this Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with all applicable laws.

19.2 YOU AGREE TO COMPLY WITH THE LAW

You agree strictly to comply with all applicable laws. If we reasonably consider you have not so complied, we may terminate this Agreement immediately without notice.

20. LIMITATION OF LIABILITY

20.1 YOU AGREE TO INDEMNIFY US

You agree continuously to indemnify us against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise and including legal fees on a full indemnity basis which may be suffered or incurred or brought against us or in connection with or caused by:

- a. Your breach of this Agreement;
- b. Us entering into any margin FX contract, FX option contract or CFD;
- c. Any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an authorised person, unless and to the extent only such is suffered or incurred as a result of our gross negligence or willful default.

21. CLIENT MONEY

21.1 CLIENT MONEY RULES AND AUTHORISATIONS

All money paid to us by you or a person acting on your behalf, or which is received by us on behalf of you, will be held by us in one or more segregated bank accounts. These moneys do not constitute a loan to us and are held on trust by us. You agree and acknowledge that individual accounts of our clients are not separated from each other within the segregated trust accounts operated by us.

21.2 TREATMENT OF INVESTMENT CAPITAL AND INTEREST

Unless otherwise agreed in writing with you:

- a. We are solely entitled to any interest or earnings derived from your money's being deposited in a segregated trust account or invested by us in accordance with the client money rules with such interest or earnings being payable to us from the relevant segregated trust account or investment account, as the case requires as and when we determine;
- b. Upon realisation of an investment of your moneys, the initial capital invested must either be invested in another investment permitted by the client money rules or deposited by us into a segregated trust account operated in accordance with the client money rules;
- c. In the event that the amount received upon realisation of an investment of your moneys is less than the initial capital invested, we must pay an amount equal to the difference into a segregated trust account for the benefit of you, except where any such difference is the result of amounts paid out of the investment to us and/or any associate of ours in accordance with the terms and conditions of this Agreement;
- d. We will not charge a fee for investing your moneys in accordance with the client money rules

21.3 PROPERTY HELD ON TRUST

If property, other than money, is given to us by you or a person acting on your behalf, or for your benefit, it must be held by us on trust in accordance with the client money rules.

21.4 YOU AUTHORISE US TO DEAL WITH YOUR ACCOUNT

To the extent permitted by law, you irrevocably and unconditionally authorise us and/or any associate of ours to:

- a. Withdraw, deduct or apply any amounts payable by you to us and/or any associate of ours under this Agreement from your money's held in any segregated trust account or invested by us, including, without limitation making a payment for, or in connection with, the margining, adjusting or settling of dealings in margin FX contracts, FX option contracts or CFDs entered into by you or the payment of interest or charges to us, it being acknowledged and agreed by you that such amounts belong to us under this Agreement and may be used by us in our business from time to time, including for the payment of amounts to our counterparties;
- b. Pay, withdraw, deduct or apply any amounts from your money's held in any segregated trust account or invested by us as permitted by the client money rules, it being acknowledged and agreed by you that any such amounts that belong to us may be used by us in our business from time to time, including for the payment of amounts to our counterparties;
- c. Deal with any property, other than money, given to us in accordance with the terms and conditions of this Agreement, including, without limitation:
 - i. Dealing with such property in connection with the margining, adjusting or settling of dealings in margin FX contracts, FX option contracts or CFDs entered into by you: or
 - ii. Selling or charging in any way any or all of your property which may from time to time be in the possession or control of us or any of our associates following the happening of an event of default;
- d. Deal with any property, other than money, given to us as permitted by the client money rules;

- e. Use such moneys for the payment of amounts to counterparties with whom we enter into derivatives to hedge our exposure to you in connection with margin FX, FX option and/or CFDs or hedge our exposure to other clients who have entered into these financial products under the Client Agreements with us;
- f. Deal with such moneys in any other way as permitted by you in writing.

Retail client and sophisticated client money are not used in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings in derivatives by Trade101 Corporation or on behalf of people other than the client.

22. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

22.1 YOUR WARRANTIES

You undertake, warrant and represent to us, with the intention that the following undertakings, warranties and representations are repeated each time you provide instructions to us:

- a. Legal disability: you are not under any legal disability and are not subject to any law which prevents you from entering this Agreement or any margin FX contract, FX option contract or CFD;
- b. Corporate authorisation: if you are a company, you are empowered by, and have obtained, all necessary corporate or other authorities under your constitution and at law;
- c. Consents: you have obtained all necessary consents and have the authority to consent to and enter into this Agreement which may be against us as a counterparty;
- d. Compliance with laws: you are complying with all laws to which you are subject;
- e. Able to pay debts: you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- f. No liquidator etc: no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator or similar officer has been appointed in relation to your affairs and no application has been made for the appointment of any of these persons;
- g. Information accurate: at all times the information provided by you to us, whether in the application form or otherwise will be complete, accurate and not misleading in any material respect;
- h. Transactions: you will not conduct any transactions, including trades, which contravene laws or regulations in any transactions in relation to insider trading, market manipulation or market abuse;
- i. Suitability: you fully understand the high risks associated and the potential for high profits with entering into the Transaction contemplated under this Agreement, that you have obtained relevant taxation, legal and other professional advice in relation to the Transactions;
- j. Risk Disclosure: you have read and understood the above risk disclosure any other information or disclosure statement issued by us in relation to the financial products and transactions relevant to the Account You have been recommended to obtain appropriate independent financial advice prior to entering this agreement and in any case you have considered your own financial situation, objectives and needs when you enter this agreement;
- k. Non-infringement: In executing and complying with this agreement, you will not infringe any provisions of any other document or agreement you are a party to;
- l. Our services: you acknowledge and understand that we will not provide legal, tax, accounting or personal financial advice to you as part of the services we provide you in accordance with this agreement.

- m. Acting as principal: you acknowledge and understand that we will be acting as principal in our relationship with you. Our directors, employees and associates may and can deal on their own account in relation to your transactions;
- n. Extent of authority: We are not required to act in accordance with your instructions if in our opinion to do so would or could constitute a breach by it or its agent or counterparty of the Corporations Act or any other Applicable Law.

22.2 TRUSTEE OF A TRUST

Where you are the trustee of a trust, settlement or fund (including a superannuation fund (the trust) you further undertake, warrant and represent to us, with the intention that these undertakings, warranties and representations are repeated each time you provide instructions to us:

- a. Capacities: you acknowledge and agree that you enter into this Agreement in your personal capacity and in your capacity as trustee of the trust;
- b. Sole trustee: you are the sole trustee or trustees of the trust and you have been validly appointed;
- c. Trust validly created: the trust was validly created and is in existence at the date of your application and has been duly stamped (if required);
- d. Solely constituted: the trust is solely constituted by the trust deed described in your application and is as amended or substituted (trust deed);
- e. Right of indemnity: you have the right of indemnity against the assets of the trust under the trust deed and there has not, and will not be, any breach of trust or any other action that will prevent you from enforcing your rights under that indemnity;
- f. Full authority: you are empowered and have full authority under the trust deed to enter into this Agreement and to enter into the transactions contemplated by it;
- g. No actions: there is no current or pending or threatened action or proceeding affecting the trust or any of the trust's assets before any court or body which draws or purports to draw into question or is likely to affect the legality, or validity, of your right of indemnity under the trust deed or of this Agreement or any margin FX contract, FX option contract or CFD or your ability to observe your obligations under it;
- h. Ceasing to be trustee: you will notify us immediately in writing if you cease for any reason to be the trustee of the trust or the trust is determined or ceases to exist;

22.3 SUPERANNUATION FUNDS

If your account is funded using superannuation, you must notify of that fact as it may impact your classification as a wholesale or retail client.

If you are the trustee of a superannuation fund you further undertake, warrant and represent to us, with the intention that it is repeated each time you provide us with instructions, that you have sought advice as the trustee of a superannuation fund dealing in margin FX contracts, FX option contracts or CFDs and are satisfied that in so doing you comply with all your fiduciary duties and obligations under the Superannuation Industry (Supervision) Act 1993 and the regulations made under it, and that your dealings do not in any way breach that legislation.

22.4 NOTIFICATION OF CHANGES

You undertake that throughout the term of this Agreement you will promptly notify us of any change to the details supplied by you in your application form and any material or anticipated change in your financial circumstances which may affect the basis upon which we do business with you.

22.5 ELECTRONIC SERVICES

- a. All warranties, express and implied, as to the description, quality, performance or fitness of the purposes for you of the electronic services or any component of such electronic services are disclaimed and excluded.
- b. We do not warrant or forecast that the electronic services or any component of any electronic services or any services performed in respect of any such electronic services will meet the requirements of any user, or that the operation of the electronic services will be uninterrupted or error-free, or that any services performed in respect of the electronic services will be uninterrupted or error-free.

23. ELECTRONIC SERVICE TERMS

23.1 ACCESS

Once you have gone through the share procedures associated with an electronic service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. Please consult our website for more details on operating times. We may change our share procedures at any time and we will tell you of any new procedures that apply to you as soon as possible.

23.2 ACCESS REQUIREMENTS

You will be responsible for providing the system to enable you to use an electronic service.

23.3 VIRUS DETECTION

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

23.4 USE OF INFORMATION, DATA AND SOFTWARE

In the event that you receive any data, information or software via the electronic service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

23.5 WHEN USING THE ELECTRONIC SERVICE YOU MUST:

- a. Ensure that the system is maintained in good order and is suitable for use with such electronic service;
- b. Run such tests and provide such information to us as we reasonably consider necessary to establish that the system satisfies the requirements notified by us to you from time to time;
- c. Carry out virus checks on a regular basis;
- d. Inform us immediately of any unauthorised access to an electronic service or any unauthorised transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
- e. Not at any time leave the terminal from which you have accessed such electronic service or let anyone else use the terminal until you have logged off such electronic service.

23.6 SYSTEM DEFECTS

In the event you become aware of a material defect, malfunction or virus in the system or in an electronic service, you will immediately notify us of such defect, malfunction or virus and cease all use of such electronic service until you have received permission from us to resume use.

23.7 INTELLECTUAL PROPERTY

All rights in patents, copyrights, design rights, trade-marks and any other intellectual property rights (whether registered or unregistered) relating to the electronic services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the electronic services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the electronic services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the electronic services made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You must maintain an up-to-date written record of the number of copies of the electronic services made by you. If we so request, you must as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the electronic services.

23.8 LIABILITY AND INDEMNITY

Without prejudice to any other terms and conditions of this Agreement relating to the limitation of liability and provision of indemnities, the following clauses apply to our electronic services:

- a. System errors: we have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to electronic services maybe limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to electronic services for this reason.
- b. Delays: neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an electronic service.
- c. Viruses from an electronic service: we have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the system via the electronic service or any software provided by us to you in order to enable you to use the electronic service, so long as we have taken reasonable steps to prevent any such introduction
- d. Viruses from your system: you must ensure that no computer viruses, worms,software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.
- e. Unauthorised use: we are not liable for any loss, liability or cost whatsoever arising from any unauthorised use of the electronic service. You continuously indemnify us against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the electronic service by using your designated passwords, whether or not you authorised such use.
- f. Markets: we are not liable for any act taken by or on the instruction of a market,clearing house or regulatory body.

23.9 SUSPENSION OR PERMANENT WITHDRAWAL WITH NOTICE

We may suspend or permanently withdraw an electronic service, by giving you 10 days' written notice.

23.10 IMMEDIATE SUSPENSION OR PERMANENT WITHDRAWAL

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the electronic service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable laws, breach of any provisions of this Agreement, on the occurrence of an event of default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of share. In addition, the use of an electronic service may be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us that relates to the electronic service; or (ii) this Agreement.

23.11 EFFECTS OF TERMINATION

In the event of a termination of the use of the electronic service for any reason, upon request by us, you must, at our option, return to us or destroy all hardware, software and documentation that we have provided you in connection with such electronic service and any copies thereof.

24. DIRECT DEBIT AUTHORISATION

The following provisions apply if a direct debit arrangement (“direct debit authorisation”) is entered into between you and us to debit the account of you for moneys you owe to us:

- a. The direct debit authorisation applies in respect of all moneys due and payable to us under the confirmation and this Agreement;
- b. You:
 - i. Must ensure that sufficient funds are available in the nominated account to meet all drawings on their due dates;
 - ii. Must advise us immediately if the account nominated is transferred or closed;
 - iii. Must ensure a suitable alternate payment method is arranged with us if you terminate this direct debit authorisation;
 - iv. Are liable for all fees incurred by us in relation to failed drawings.
- c. We:
 - i. Where the due date falls on a non-business day, will draw the amount on the next business day thereafter; and
 - ii. Reserve the right to cancel the direct debit authorisation if three or more drawings are returned unpaid by your nominated financial institution and to arrange with you an alternate payment method.
- d. You:
 - i. May terminate or amend the direct debit authorisation at any time by giving 14 days prior to written notice to us;
 - ii. Stop payment of a drawing under the direct debit authorisation by giving three (3) days’ prior written notice to us;
 - iii. Where you consider a drawing has been debited incorrectly, you can dispute the drawing directly with us or lodge a direct debit claim through your nominated financial institution.

25. FORCE MAJEURE

25.1 FORCE MAJEURE EVENT

We may in our reasonable opinion determine that an emergency or exceptional market condition exists (“a force majeure event”), including but not limited to:

- a. Where we are, in our opinion, unable to maintain an orderly market in our margin FX contracts, FX option contracts or CFDs in respect of any one or more of the underlying instruments as a result of the occurrence of any act, omission or event (including but not limited to any circumstance beyond our control such as strike, riot, civil unrest or failure of power supply, communications or other infrastructure);
- b. The suspension, closure, liquidation or abandonment of any relevant market or underlying instruments;
- c. The imposition of limits or special or unusual terms in the relevant markets or underlying instruments;
- d. The excessive movement, volatility or loss of liquidity in the relevant markets or underlying instruments; or

25.2 ACTIONS WE MAY TAKE

If we determine that a force majeure event exists then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take any one or more of the following steps:

- a. Alter normal trading times;
- b. Alter the margin percentage;
- c. Amend or vary this Agreement and any transaction contemplated by this Agreement, including any contract, insofar as it is impractical or impossible for us to comply with our obligations to you;
- d. Close any or all open margin FX contracts, FX option contracts or CFDs, cancel instructions and orders as we deemed to be appropriate in the circumstances; or
- e. Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to the positions of us, you and other customers.

25.3 NOTIFICATION OF FORCE MAJEURE EVENT

To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.

25.4 LIABILITY

If we determine that a force majeure event exists, we will not be liable to you for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any.

25.5 CLOSE OPEN POSITIONS

In some circumstances, we may be unable, after using all reasonable efforts, to acquire, substitute, maintain, unwind or dispose of any underlying instrument we consider necessary to hedge or protect our exposure to market and other risks arising from an open position. In such circumstances, we may close that open position at the contract price.

26. DISPUTE RESOLUTION

26.1 INFORMING US ABOUT DISPUTES

You should inform us immediately in writing of any dispute or difference whatsoever in connection with this Agreement. We will endeavour to investigate and resolve any dispute or difference in accordance with our internal complaints handling system.

27. PRIVACY

27.1 PERSONAL INFORMATION

In the course of opening your account and providing services to you under this Agreement, it will be necessary for us to obtain and hold personal information that we obtain from you in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process personal information for the purpose of performing those services and our obligations under this Agreement and for the purpose of improving those services through such things as product improvement and development.

27.2 PROVISION OF OUR SERVICES

If you do not provide the information requested by us or agree to our information handling practices detailed in this Agreement, we may not be able to provide our services to you.

27.3 DISCLOSING INFORMATION

You agree to us disclosing any information we collect from you:

- a. Where we are required by law or regulatory authorities;
- b. To regulatory authorities and to such third parties as we originally consider necessary in order to prevent crime;
- c. Where reasonably necessary, to any third party which provides a service to us in connection with this Agreement, but restricted to the purposes of providing that service.

27.4 CREDIT AND IDENTITY CHECKS

You consent to us, or our agents acting on our behalf, carrying our credit and identity checks, including money laundering, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including references on your bank or any credit reference agency. You agree that any third party that we use for this purpose may share any information concerning you with us and other organisations.

27.5 INTRODUCING BROKERS

In the situation where you have been introduced to by an introducing broker, you consent to us Exchanging information with that introducing broker. You may withdraw your consent by advising us accordingly.

27.6 NEW PRODUCTS OR SERVICES

You authorise us to contact you by email, telephone or post to give you information about our new products or services and you consent to us using your data for this purpose for the period that you have an account with us and after you have closed the account. However, if you do not wish to receive such information, you should advise us.

27.7 PASS PERSONAL DATA

You authorise us to pass your personal information to selected related entities of us or third parties for the purpose of contacting you by email, telephone or post to give you information about products offered by that related party for the period you have an account with us and after you have closed it. If you no longer wish to receive this information, you should advise us.

27.8 OTHER COUNTRIES

You acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, and you consent to such transfer.

27.9 ACCESS TO INFORMATION

You may contact us at the address listed in the product disclosure statement if you wish to request access to any personal information that we hold about you for the time.

27.10 RECORDING

We may record all conversations with you and monitor and maintain a record of all emails sent by or to us. All such records are our property and can be used by us.

28. ILLEGALITY ETC.

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.

29. ASSIGNMENT AND DELEGATION

The following provisions apply in relation to assignment and delegation:

- a. You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without our prior written consent.

- b. You may not charge any or all of their rights under this Agreement, including any rights to deposits held by us.
- c. If you are in default of any of your obligations under this Agreement, we will be entitled (without prejudice to any other rights it may have) at any time thereafter to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under this Agreement, as well as any security or other remedies available to us in respect of such moneys. If any such assignment is made, you will, if so required by us and the assignee, acknowledge in writing that the assignee has assumed our rights and obligations under this Agreement in relation to the relevant moneys owing by you.
- d. Despite anything to the contrary contained in this Agreement, we may disclose to any actual or potential delegate or assignee, such information relating to you and your relationship with us, as we see fit.

30. RIGHTS AND REMEDIES

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

31. RIGHTS OF THIRD PARTIES

Nothing in this Agreement is intended to confer on any person other than us or you any right to enforce any term of this Agreement.

32. DELAY, OMISSION AND WAIVER

The following provisions apply to any delay, omission and waiver:

- a. No delay or omission on our part in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, will:
 - i. Impair or prevent further or other exercise of such right, power or remedy; or
 - ii. Operate as a waiver of such right, power or remedy. No waiver of any breach of any term of this Agreement will (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of the particular breach.

33. GOVERNING LAW AND JURISDICTION

33.1 LAW

This Agreement, and each margin FX contract, FX option contract and CFD between us and you will be governed by and construed in accordance with the law.

33.2 JURISDICTION

You and we submit, for the benefit of us only, to the non-exclusive jurisdiction.

34. NOTICES

34.1 NOTICES MUST BE IN WRITING

Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement will, except where oral communication is expressly provided for, be in writing and will be sent to the address below:

- a. Trade101
P.O. Box 10240, Grand Cayman, KY1-1002, CAYMAN ISLANDS
- b. You: the address, phone number and electronic mail address provided by you for this purpose.

34.2 PROVISION OF NOTICE

A notice in writing can be provided by letter, fax, and email or to the extent permitted by applicable laws, the website including the trading platform. We may send notices to you at your last known home or email address, place of work, fax, telephone, pager number or other contact details.

34.3 WHEN NOTICES ARE RECEIVED

Any such notice will be deemed to have been received:

- a. If delivered personally or by hand, at the time of delivery;
- b. If posted, within three (3) business days of posting;
- c. If oral, whether by telephone or face to face, when actually given;
- d. If by leaving a message on a telephone answering machine or voice mail, one hour after the message was left;
- e. If sent by facsimile, one hour after completion of its transmission; and
- f. If sent by electronic mail, one hour after sending.

34.4 CHANGE OF NOTICE DETAILS

You may alter the address (including electronic mail address) to which confirmations, statements and other communications are issued, by written notice to us and we may notify you of a change to any of its details as stated above, provided in either case that such alteration will only be effective on the later of the date specified in the notice and the time of deemed service.

34.5 YOUR RESPONSIBILITY TO UPDATE CONTACT DETAILS

You agree and acknowledge that you are solely responsible for ensuring that we have your current address, telephone number, facsimile number and electronic mail address

35. ENTIRE AGREEMENT

This Agreement, the Account Application Form, the Confirmation, Risk Disclosure Statement, and any additional terms and conditions as determined and notified to you from time to time contain the entire agreement between the parties with respect to its subject matter. It sets out the only terms relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.

36. SCHEDULE 1

36.1 DEFINITIONS

In this Agreement the following terms and expressions have, unless the context otherwise requires, the following meanings

Account	means an account you have with us;
Agreement	means this Client Agreement, as amended, varied, or replaced from time to time;
Applicable Laws	means all: <ul style="list-style-type: none"> • Applicable provisions of laws and regulations including all relevant rules of government agencies exchanges, trade and clearing associations and self-regulatory organisations, that apply to the parties, this Agreement and the transactions contemplated by his Agreement; and • Applicable market rules.
Application Form	means the application form and account opening documentation, including documentation required to be returned for the purposes of complying with Anti- Money Laundering and Counter- Terrorism Financing legislation, completed by you and submitted to us;
Associate	means: <ul style="list-style-type: none"> • A person who is an officer, employee, agent, representative or associate of a party; • A related body corporate of a party; and • A person who is an officer, employee, agent, representative or associate of a related body corporate of a party
Authorised person	means you and/or any person authorised by you to give instructions to us under this Agreement;
Base Currency	means the currency as agreed
Bullion	means the currency as agreed
Bullion CFD	means a CFD whose value fluctuates by reference to the fluctuations in the underlying instrument which relate to gold or silver;
Business day	means: <ol style="list-style-type: none"> a. Any day other than a Saturday, Sunday or public holiday on which banks are open for business. b. In the case of services relating to spots on a security,basket or index to which limited hours trading applies, any day on which the exchange on which the relevant security or each constituent security has its primary listing, or the exchange on which the index operates whichever is applicable, is open for trading, and will exclude any day on which all trading on the relevant exchange is closed or suspended; c. In the case of services relating to spots on a security,basket or index to which limited hours trading does not apply, any day on which any relevant exchange is open for trading.
CFD	means the contracts for difference that we offer to our clients from time to time under the terms and conditions of the Client Agreement;
Client money	means the moneys clients have deposited with us and held by us.
Close of business	means 22.00 Greenwich Mean Time ();
Closing price	means the price determined by us, from time to time, having regard to the last traded or mid close price and our spread as may be appropriate for the underlying instrument;

Commodity	means gold, silver, oil or gas;
Commodity CFD	means a CFD whose value fluctuates by reference to the fluctuations in the value of an underlying instrument relating to a commodity;
Confirmation	means a form of notification, which may be provided by us electronically, including via the internet, requiring access by the client, confirming entry into a contract;
Contract	means any contract, whether oral or written, including any derivative, option, future, contract for difference or other transaction relating to such financial products entered into by us with you or any back to back agreement which we may enter into to enable us to enter into or fulfill our obligations under such contract;
Contract price	means the price per contract unit of a margin FX contract or CFD, quoted from time to time by us;
Contract quantity	means in relation to a margin FX contract or CFD, the number of contract units as the case may be, traded by you as stated in the confirmation;
Contract unit	means the minimum trading size for the type of margin FX contract or CFD you wish to trade with us;
Contract value	means the total value of the contract as calculated by us in accordance with the terms of this Agreement;
Expert Adviser (EA)	an “EA” is an “Expert Advisor”, which is add-on software linked to a MetaTrader currency platform, and allows for automatic trades under certain conditions;
Electronic service	means a service provided by us, for example an internet trading service offering clients access to information and trading facilities, via an internet service, a wap service and/or an electronic order routing system and including relevant software provided by us to enable you to use an electronic trading service;
Equity index futures contract	means a futures contract over an equity index.
Event of default	means an event described in Agreement;
Excepted contract	means an index future CFD or a commodity CFD;
Exchange rate	means the exchange rate we may reasonably offer to you from time to time having regard to the applicable prevailing interbank rates and our spread, and which is available to you from us via the electronic services or on request;
Expiry date	means the day on which the relevant contract expires;
Force majeure event	has the meaning given to it in Agreement of this Agreement;
FSG	means our relevant financial services guide, including a supplementary and replacement financial services guide;
GMT	means Greenwich Mean Time;
Index	means the market index on which a CFD is based;
Index Futures CFD	means CFD whose value fluctuates by reference to the fluctuations in the value of an underlying instrument, which is an equity index futures contract.

Insolvency event	<p>means any of the following:</p> <ol style="list-style-type: none"> a. An order is made that a corporate client be wound up; b. An application is made to a court for an order: <ol style="list-style-type: none"> i. that a corporate client be wound up; ii. appointing a liquidator or provisional liquidator for a corporate client; c. A liquidator, provisional liquidator or controller is appointed to a corporate client; d. A resolution is passed to appoint an administrator to a corporate client; e. You enter into a deed of company arrangement or propose a reorganisation, moratorium or other administration involving all or any of your creditors; f. A corporate client is dissolved or wound up in any other way; g. You are or state that you are unable to pay your debts as and when they fall due; h. You are or state that you are insolvent; i. You seek or obtain protection from any of your creditors under any legislation; j. You become insolvent or commit an act of bankruptcy or your estate comes within the law dealing with bankrupts; k. A bankruptcy petition is presented in respect of you or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed; l. If execution is levied against your business or your property and is not removed, released, lifted, discharged or discontinued within 28 days; m. You seek a moratorium or propose any arrangement or compromise with your creditors; n. Any other event having substantially the same legal effect as the events specified in Paragraphs (a) to (n) above; o. Any security created by any mortgagee or charge becomes enforceable against you and the mortgagee or charge takes steps to enforce the security or charge; p. Any indebtedness of you or any of your related corporations becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default or the default of any of your subsidiaries, or you or any of your subsidiaries fail to discharge any indebtedness on its due date; q. You fail fully to comply with any obligations under this Agreement or any margin FX contract or CFD; r. Any of the representations or warranties given by you are, or become, untrue; s. We reasonably consider it necessary for our own protection or the protection of our associates.
Interbank rate	means the mid interbank rate calculated by us with reference to the bid and offer prices for the underlying instrument most recently quoted by any one or more third party banks;
Limit order	has the meaning given to it under this agreement
Limited hours trading	means the ability of the client to trade margin FX contracts and CFDs and (where available) as are designated by us from time to time under this Agreement only during such hours as the relevant Exchange is open;
Machine Gunning	as the submission of any order type in “quick succession” in the same contract / instrument type i.e. EURUSD and in the same direction in a “significant order size”;
Margin	means the amount that you must have in your account to enter into a margin FX contract or CFD with us;
Margin call	means a call on you normally made via the trading platform, requiring you to top up the amount of money you have in your account as margin in order to maintain your margin percentage where the market has moved against you, and where the additional payment is required in order to maintain your open positions;
Margin FX contract	means any contract, whether oral or written or concluded electronically entered into between you and us and includes margin FX contracts;

Margin percentage	means, such percentage of the contract value as specified by us as described;
Margin requirement	means the amount of money that you are required to deposit with us as consideration for entering into a trade and maintaining an open position;
Market rules	means the rules, regulations, customs and practices from time to time of any exchange, licensed financial market, clearing house, licensed clearing and settlement facility, or other organisation or market involved in the conclusion, execution or settlement of a transaction or contract and any exercise by such Exchange, clearing house or other organisation or market of any power or authority conferred on it;
Minimum point increment	this is the minimum possible price change between two successive transaction prices permitted by us;
Minimum total equity balance	means such minimum total equity balance in your account (as amended from time to time);
Minimum trading size	means such minimum contract quantity or contract value as we may specify on our website from time to time for any type of margin FX contract or CFD;
Next serial futures Contract	means a contract of the same type as the futures contract, which is the underlying instrument of the relevant CFD contract, but with the expiry date being the next occurring expiry date;
Normal trading size	means the minimum and maximum contract quantity or contract value that we reasonably consider appropriate, having regard if appropriate, to the normal market size for which prices are available on any relevant exchange and for which we quote live price information;
Opening value	means in relation to a contract, the total contract value as agreed between us and you at the time of the transaction as stated on the confirmation or as determined in accordance with the terms of this Agreement.
Product schedule	means the list of margin FX contracts and CFDs we hold ourselves out from time to time as willing to quote a price, as amended by us from time to time, the product schedule is available at www.trade101.ai
Position	means the long or short position you have taken in your margin FX contract or CFD with us;
Position limit	means the limits, if any, imposed by us under this Agreement;
Quick succession	is defined as orders submitted as defined In “Machine Gunning” in a frequency of less than 30 seconds.
Relevant interest rate	means such applicable interest rate as we may reasonably select from time to time which is appropriate to the currency of the outstanding amount or the underlying instruments (as applicable) as detailed on the daily statement.
Rollover benefit	means a benefit you may receive on margin FX contracts and CFDs held overnight;
Rollover charge	means a charge you may have to pay where you have a margin FX or CFD position held overnight;
Rollover rate	means the rate as we may determine from time to time having regard to rolling from the front month underlying futures contract to the next serial futures contract;
Settlement date	means such settlement date following the closing date as we may reasonably determine in accordance with practice in the relevant market and notify to you at the time of entering into the contract;
Significant order size	is defined as individual orders in a size of 15 lots or larger;
Specified date	means in relation to a contract, the future date with reference to which the contract was entered into;
Spread	means the difference in the bid and offer prices of a margin FX contract or CFD quoted from time to time by us and, where appropriate, expressed as a percentage of the relevant price;

Stop loss order	has the meaning given to it in this agreement;
Swap rate	means the rate as we may determine from time to time having regard to the interbank rate;
Total equity	means the aggregate of the current cash balance in your account and your current unrealised profits and losses;
Trading platform	means the trading platform in the electronic service we make available to you by which you may trade with us online in our margin FX contracts and CFDs;
Underlying instrument	Means the instrument, index, commodity, currency, futures contract, bullion or other instrument or asset or factor the reference to which the value of a contract is determined.
Underlying market	Means the underlying market in which the underlying instrument is traded.
Unrealised P&L	means a figure stated on the trading platform which represent your unrealised profits less your unrealised losses;
Website	means the internet address www.trade101.ai and includes the trading platform, product schedule and market information sheet;
We/us/our	Means Trade101 Corporation.

37. SCHEDULE 2

37.1 ELECTRONIC TRADING TERMS

- 1.1. Scope: These clauses apply to your use of any Electronic Services.
- 1.2. Access: Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. Please consult our website for more details on operating times. We may change our security procedures at any time and we will tell you of any new procedures that apply to you as soon as possible.
- 1.3. Restrictions on services provided: There may be restrictions on the number of transactions that you can enter into on any one day and also in terms of the total value of those transactions when using an Electronic Service. You acknowledge that some marketplace restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described on synthetic orders. The transmission of synthetic orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider. You acknowledge that a market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and you enter such orders at your own risk.
- 1.4. Right Of Access: In respect of any market to which we allow you to submit orders or receive information or data using Electronic Services, we may at any time or times, on reasonable notice (which, in certain circumstances, may be immediate) enter (or instruct our or the Market's subcontractors to enter) your premises and inspect your System to ensure that it complies with the requirements notified by us to you from time to time and that you are using Electronic Services in accordance with this Agreement and any requirements of any relevant Market or Applicable Regulations.

- 1.5. Access requirements: You will be responsible for providing the System to enable you to use an Electronic Service.
- 1.6. Virus detection: You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.
- 1.7. Use of information, data and software: In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 1.8. Maintaining standards: When using an Electronic Service you must:
 - 1.8.1. Ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
 - 1.8.2. Run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
 - 1.8.3. Carry out virus checks on a regular basis;
 - 1.8.4. Inform us immediately of any unauthorised access to an Electronic Service or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and
 - 1.8.5. Not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.
- 1.9. System defects: In the event you become aware of a material defect, malfunction virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.
- 1.10. Intellectual Property: All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to- date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.
- 1.11. Liability and Indemnity: Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.
 - 1.11.1. System errors: We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network

equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

- 1.11.2. Delays: Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.
- 1.11.3. Viruses from an Electronic Service: We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the system via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.
- 1.11.4. Viruses from your System: You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.
- 1.11.5. Unauthorised use: We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgments, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorised such use.
- 1.11.6. Markets: We shall not be liable for any act taken by or on the instruction of a Market, clearing house or regulatory body.
- 1.12. Suspension or permanent withdrawal with notice: We may suspend or permanently withdraw an Electronic Service, by giving you 10 days written notice. We will notify you of this action by the medium specified in your account application. The following process would apply in relation to suspension and subsequent closure of your account:
 - 1.12.1. During the notice period (if any):-
 - 1.12.2. We will not close your open trades or limit / stop loss orders already placed (unless we are otherwise entitled to do so i.e. you request that we do so via telephone);
 - 1.12.3. You will not be able to place any new trades or orders nor to give any other instruction, except insofar as necessary to close a trade or to cancel an order in place before the start of the notice period. In particular you will not be entitled to place a closing trade or any order in such a size that would result in a new trade being opened;
 - 1.12.4. All trades will be closed and all orders cancelled on the same day that your Account is closed (or as soon as reasonably practicable thereafter);
 - 1.12.5. All trades will be closed at the Trade101 Corporation price;
 - 1.12.6. We can effect closures at any time, but closure will generally be effected approximately one hour before the close of the underlying or our trading hours for the market in question;

- 1.12.7. Once your account has been closed you will no longer be entitled to place any trades or orders or to otherwise deal on your account.
- 1.13. Immediate suspension or permanent withdrawal: We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the applicable regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us which relates to the Electronic Service; or (ii) this Agreement. The use of an Electronic Service may be terminated immediately if an Electronic Service is withdrawn by any market or we are required to withdraw the facility to comply with applicable regulations.
- 1.14. Effects of termination: In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our option, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.
- 1.15. Idle Prices: We have an agency execution model and automatically cover all client positions with executing brokers and liquidity providers. On rare occasions the aggregated price feed which we provide to clients can become “idle”. We reserve the right to reverse market or instant orders are executed where idle prices have been struck. These cases will be investigated by us and the client advised via e-mail or telephone where possible to notify the client of the trades being cancelled. We will use our best endeavours to ensure that the reversal does not result in an unintended position being generated however this cannot be guaranteed. I.e. if the order is executed and subsequently reversed to open a position, any subsequent order(s) closing this position would also be reversed leaving the net P&L at zero so the client is not disadvantaged by this reversal due to our onward transmission of invalid prices.
- 1.16. Misquotes: We have an agency execution model and automatically cover all client positions with executing brokers and liquidity providers. Although we mitigate the risk of invalid prices feeds reaching clients through utilising a price aggregation system which generates a price from multiple liquidity providers (typically in excess of 10 liquidity providers), there are rare occasions where the prices can become “skewed”. In such rare instances if orders are filled at these prices, we reserve the right to reverse orders where misquoted prices have been struck. These cases will be investigated by us and the client advised via e-mail or telephone where possible to notify the client of the trades being cancelled. We will use our best endeavours to ensure that the reversal does not result in an unintended position being generated however this cannot be guaranteed. I.e. if the order is executed and subsequently reversed to open a position, any subsequent order(s) closing this position would also be reversed leaving the net P&L at zero so the client is not disadvantaged by this reversal due to our onward transmission of invalid prices.
- 1.17. Stale quotes and misquotes policy: Trade101 Corporation’s quoted prices may on rare occasions become “stale” or “skewed”. Trade101 Corporation reserves the right to cancel orders executed on idle or skewed prices. Trade101 Corporation will actively monitor/report and investigate such trading activity and in the event that trades are being cancelled will notify the client accordingly. Trade101 Corporation will pursue the fair treatment of its Customers and will use its best endeavours to make sure cancellations are performed fairly and that the client is not disadvantaged by the cancellation however this cannot be guaranteed i.e. no inadvertent positions are left open and the client’s net position is in line with the client’s positions at the time of correction.