MARGIN TRADING CUSTOMER AGREEMENT

1. INTRODUCTION

(1) This Agreement is between you, the client, and us, **Solaris Markets Limited,** with registered address at Govant Building, Po Box 1276, Port Vila, Vanuatu In this Agreement we may refer to ourselves as “we”, “us”, “our”, “ours” or “ourselves”, as appropriate. Similarly, you, the client, may be referred to as “you”, “your”, “yours” or “yourself”, as appropriate.

(2) We are regulated by the VFSC (Vanuatu Financial Services Commission), and we are licensed to carry out and provide certain financial services under the Financial Dealers Licensing Act [CAP 70] and subsequent amendments.

(3) You should read all of the provisions in this Agreement.

(4) Our Transactions carry a high level of risk and can result in losses that exceed your initial deposit. Our Transactions are not suitable for everyone. You should ensure you fully understand such risks before entering into this Agreement or any Transaction with us.

(5) This Agreement will come into effect on the date we open your account, and, for any new versions thereafter, on the date we notify you. This Agreement is supplied to you in English, and we will communicate with you in English for the duration of this Agreement.

(6) You should regularly check our website for information about our Contacts, Offer, and Terms and Conditions.

2. THE SERVICES WE WILL PROVIDE AND DEALINGS BETWEEN YOU AND US

(1) This Agreement sets out the basis on which we will enter into Transactions with you and governs each Transaction entered into or outstanding between you and us on or after the date that this Agreement comes into effect.

(2) You will open each Transaction with us as principal and not as agent for any undisclosed person. This means that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you will be responsible for performing your obligations under each Transaction entered into by you, whether you are dealing with us directly or through an agent. If you act in connection with or on behalf of someone else, whether or not you identify that person to us, we will not accept that person as an indirect client of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.

(3) Dealings with you will be carried out by us on a non-advised basis (i.e., an ‘execution-only’ basis) and you agree that, unless otherwise provided in this Agreement, we are under no obligation:
(a) to satisfy ourselves as to the suitability of any Transaction for you;
(b) to monitor or advise you on the status of any Transaction;
(c) to make Margin calls; or
(d) to close any Transaction that you have opened, notwithstanding that previously we may have taken such action in relation to that Transaction or any other.

(4) We are not providing you with any investment, legal, regulatory, or other form of advice. You may wish to seek independent advice in relation to any Transaction you propose to enter into under this Agreement. You are required to rely on your own judgement (with or without the assistance of an advisor) in entering into, or refraining from entering into, Transactions. You are not entitled to ask us to provide you with investment advice relating to a Transaction or to make any statement of opinion to encourage you to open a particular Transaction.

(5) We may, at our absolute discretion, provide information in relation to any Transaction about which you have enquired, particularly regarding procedures and risks attaching to that Transaction and ways of minimising risk; and by way of factual market information,
however, we will be under no obligation to disclose such information to you and in the event of us supplying such information it will not constitute investment advice.

(6) If, notwithstanding the fact that dealings between you and us are on a non-advised basis (i.e., an 'execution-only' basis), one of our employees nevertheless makes a statement of opinion (whether in response to your request or otherwise) regarding any Instrument or Transaction, you agree that it is not reasonable for you to, nor will you be entitled to, rely on such statement as, and that it will not constitute, investment advice.

(7) You acknowledge that the Product Details that apply at the time when you open or close a Transaction will be those displayed on our website(s), which may be updated from time to time.

(8) Whether or not you and we have entered this Agreement by distance means, you are not entitled to cancel this Agreement (but you can terminate it as set out in the termination paragraph).

(9) The arrangements we put in place to give you best execution are summarized in our Summary Order Execution Policy, which is provided on our website. Unless you notify us to the contrary, you will be deemed to consent to our Order Execution Policy when this Agreement comes into effect. If you do not consent, we reserve the right to refuse to provide our services to you. We may amend our Summary Order Execution Policy and our Order Execution Policy from time to time and may notify you of any material amendments by giving written notice or posting them on our website or on one of our Electronic Trading Services.

(10) We offer different types of accounts with different features (for example different Margining procedures, different Margin rates, different trading limits and different risk protection features). Depending on your knowledge and experience and the type of Transactions you generally place with us, some of these account types may not be available to you. We reserve the right to convert your account into a different account type if, acting reasonably, we determine that a different type of account is more appropriate for you, more appropriate in the market circumstances or our risk appetite changes in relation to offering that account type. We also reserve the right to change the features and eligibility criteria of our accounts at any time and we will provide prior notification of such changes on our website, by email or on one of our Electronic Trading Services.

(11) From time to time, we may make additional account features, products and services or specific types of Transactions available to you. You will be notified in writing if these account features, products, or services are subject to additional terms. Any additional terms applying to a particular account feature, product or service will be effective and binding on you from the date that you first enter into a Transaction or use the service governed by those terms.

(12) If you receive other services from us under a different agreement, you must not assume that we use any information collected in relation to any other service for the purposes of the services we provide to you under this Agreement. Likewise, you must not assume that we use information we receive from you in relation to the services we provide under this Agreement when we provide any other service to you under a different agreement. Notwithstanding this, we may, in our absolute discretion, use such information.

3. PROVIDING A QUOTE AND ENTERING INTO TRANSACTIONS

(1) You may request a quote to open a Transaction or to close all or any part of a Transaction at any time during our normal hours of trading for the Instrument in respect of which you wish to open or close the Transaction. Outside those hours, we will be under no obligation to but may, at our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction. We may notify you of certain Instruments in respect of which we will not quote, restrictions on the amount for which we will quote, or other conditions that may apply to our quote, but any such notification will not be binding on us.

(2) Upon your request, we will quote a higher and lower figure for each Transaction ("our bid and offer prices"). These figures will be based on either the bid and offer prices in the Underlying Market ("Commission Transaction") or our own bid and offer prices ("Spread Transaction").

(3) You acknowledge that both our Spread Charge (being our charge to you) and Market Spread (where there is an Underlying Market) can widen significantly in some circumstances, that they may not be the same size as in the Product Details and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions transacted when the Underlying Market is closed or in respect of Transactions where there is no Underlying Market, the figures that we quote will reflect what we believe the market price in an Instrument is at that

time. You acknowledge that such figures will be set by us at our reasonable discretion.

(4) If we choose to provide a quote, we may provide a quote either orally by telephone or electronically via one of our Electronic Trading Services or by such other means as we may from time to time notify to you. Our provision of a quote to you does not constitute an offer to open or close a Transaction at those levels. A Transaction will be initiated by:
(a) you offering to open or close a Transaction in respect of a specified Instrument at the level quoted by us; or
(b) you placing an Order to open or close a Transaction in respect of a specified Instrument at a level specified by you in that Order and that Order being triggered in accordance with the terms of that order type.

(5) When you offer to open or close a Transaction in respect of a specified Instrument at the level quoted by us, we may, acting reasonably, accept or reject your offer at any time until the Transaction has been executed or we have acknowledged that your offer has been withdrawn.

(6) A Transaction will be opened or, as the case may be, closed only when your offer has been received and accepted by us. Our acceptance of an offer to open or close a Transaction, and thus the execution of the Transaction, will be evidenced by our confirmation of its terms to you.

(7) If we become aware that any of the factors set out in the Term below are not satisfied at the time you offer to open or close a Transaction, we reserve the right to reject your offer. If we have, nevertheless, already opened, or closed a Transaction prior to becoming aware that a factor set out in the Term below has not been met we may, at our absolute discretion, treat such a Transaction as void from the outset, close it at our then prevailing price or allow it to remain open. You acknowledge that if we allow the Transaction to remain open this may result in you incurring losses. Notwithstanding the existence of a factor set out in the Term below, we may allow you to open or, as the case may be, close the Transaction in which case you will be bound by the opening or closing of such Transaction.

(8) The factors referred to in the Term above include, but are not limited to, the following:
(a) the quote must be obtained from us as set out in our Terms;
(b) the quote must not be expressed as being given on an ‘indicative only’ or similar basis;
(c) the quote must not be Manifestly Erroneous;
(d) your offer to open or close the Transaction, and our acceptance of your offer, must be given while the quote is still valid;
(e) the telephone conversation or Electronic Conversation in which you offer to open or close the Transaction must not be terminated before we have received and accepted your offer;
(f) when your offer to open or close a Transaction is not for a specified number of shares, contracts or other units that constitute the underlying Instrument;
(g) when you offer to open a Transaction, the number of shares, contracts, or other units in respect of which the Transaction is to be opened is neither smaller than the Minimum Size nor larger than the Normal Market Size;
(h) when you offer to close part but not all of an open Transaction both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer is not smaller than the Minimum Size;
(i) when you offer to open or close any Transaction, the opening or closing of the Transaction does not result in your exceeding any credit or other limit placed on your dealings;
(j) when you offer to open a Transaction an Event of Default must not have occurred in respect of you, nor must you have acted in such a way as to trigger an Event of Default; or
(k) a Force Majeure event must not have occurred.

(9) Each Transaction opened or closed by you will be valid and binding on you notwithstanding that the opening or closing of the Transaction may have exceeded any credit or other limit applicable to you or in respect of your dealings with us. A Transaction will be valid and binding on you regardless of it being opened or closed as a result of any inaccuracy or mistake by you.

(10) We reserve the right to refuse any offer to open or close a Transaction larger than the Normal Market Size. Our quotation for a Transaction equal to or greater than Normal Market Size is not guaranteed to be within any specific percentage of any Underlying Market or related market quotation and our acceptance of your offer may be subject to special conditions and requirements that we will advise to you at the time we accept your offer. We will inform you of the Normal Market Size for a particular Instrument on request.

(11) If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for

example, if the price goes down as you buy, or the price goes up as you sell) you agree that we may (but do not have to) pass such price improvement on to you. The effect of such action being that the level at which you offer to open or close a Transaction will, upon acceptance by us, be altered to the more favourable price. You acknowledge that it is in your best interests for us to alter the level of your offer in the manner contemplated in this Term and you agree that any offer altered in accordance with this Term, once accepted by us, results in a fully binding agreement between us. It is at our absolute discretion as to when we will pass on a price improvement to you, but you should note that we will generally only pass on a price improvement when the market you are trading is volatile. You should also note that we will only pass on a price improvement within allowable limits, and we reserve our right to reject any offer by you to open or close a Transaction. For the avoidance of doubt, this Term does not permit us to alter your offer price if to do so would result in your opening or closing (as the case may be) a Transaction at a less favourable price than your offer.

(12) Where an Instrument trades on multiple Underlying Markets, one of which is the primary Underlying Market, you agree that we may but are not required to base our bid and offer prices on the aggregate bid and offer prices in the Underlying Markets.

(13) You agree that our bid and offer prices are provided to you solely for the purpose of you entering into Transactions with us and that you shall not use or rely on our bid and offer prices for any other purpose.

4. OPENING A TRANSACTION

(1) You will open a Transaction by ‘buying’ or ‘selling’. In this Agreement a Transaction that is opened by ’buying’ is referred to as a “Buy” and may also, in our dealings with you, be referred to as ‘long’ or ‘long position’; a Transaction that is opened by ‘selling’ is referred to as a “Sell” and may also, in our dealings with you, be referred to as ‘short’ or ‘short position’.

(2) When you open a Buy, the Opening Level will be the higher figure quoted by us for the Transaction and when you open a Sell, the Opening Level will be the lower figure quoted by us for the Transaction. This will not be the case when:
(a) your opening level is improved, where your opening level will be the more favourable price; and
(b) a Transaction is initiated pursuant to an Order, where your opening level will be in accordance with the parameters set out in that Order and the terms of that Order.

(3) Unless we agree otherwise, all sums payable by you upon opening are due immediately on entering into the Transaction.

5. FORCE OPEN AND NETTING

(1) You can instruct us to Force Open a Transaction against an existing open Transaction. Where we accept your offer to open the second Transaction without offsetting it against the existing open Transaction, two Transactions will result, and the existing open Transaction will remain unaltered by the second Transaction.

(2) Where you have opened a Buy in respect of a particular Instrument and you subsequently open a Sell in respect of the same Instrument, including by an Order, at a time when the Buy remains open, then unless you instruct us to the contrary (for example, by way of a Force Open, if accepted by us):
(a) if the size of the Sell order is less than the size of the Buy, we will treat the offer to sell as an offer to partly close the Buy to the extent of the size of the Sell order;
(b) if the size of the Sell order is the same as the size of the Buy, we will treat the offer to sell as an offer to close the Buy entirely;
(c) if the size of the Sell order exceeds the size of the Buy, we will treat the offer to sell as an offer to close the Buy entirely and open a Sell position equal to the amount of such excess.

(3) Where you have opened a Sell in respect of a particular Instrument and you subsequently open a Buy in respect of the same Instrument, including by an Order, at a time when the Sell remains open, then unless you instruct us to the contrary (for example, by way of a Force Open, if accepted by us):
(a) if the size of the Buy order is less than the size of the Sell, we will treat the offer to buy as an offer to partly close

the Sell to the extent of the size of the Buy order;
(b) if the size of the Buy order is the same as the size of the Sell, we will treat the offer to buy as an offer to close the Sell entirely;
(c) if the size of the Buy order exceeds the size of the Sell, we will treat the offer to buy as an offer to close the Sell entirely and open a Buy position equal to the amount of such excess.

6. CLOSING A TRANSACTION

UNDATED TRANSACTIONS AND EXPIRY TRANSACTIONS
(1) Subject to this Agreement and any requirement we may specify in relation to Linked Transactions, you may close an open Undated Transaction or any part of such open Undated Transaction at any time.

(2) When you close an Undated Transaction, the Closing Level will be, if you are closing an Undated Transaction that is a Buy, the lower figure then quoted by us and, if you are closing an Undated Transaction that is a Sell, the higher figure then quoted by us. This will not be the case when:
(a) your closing level is improved, where your closing level will be the more favourable price; and
(b) a Transaction is initiated pursuant to an Order, where your closing level will be in accordance with the parameters set out in that Order and the terms of that Order.

(3) Subject to this Agreement and any requirement we may specify in relation to Linked Transactions, you may close an open Expiry Transaction or any part of such open Expiry Transaction at any time prior to the Last Dealing Time for that Instrument.

(4) Details of the applicable Last Dealing Time for each Instrument will normally be available in the Product Details and may be obtained from one of our employees on request. It is your responsibility to make yourself aware of the Last Dealing Time or, as the case may be, the expiry time for a particular product.

(5) when you close an Expiry Transaction prior to the Last Dealing Time for the Instrument, the Closing Level will, if the Transaction is a Buy, be the lower figure then quoted by us and if the Transaction is a Sell, the higher figure then quoted by us. This will not be the case when:
(a) your closing level is improved, where your closing level will be the more favourable price; and
(b) a Transaction is initiated pursuant to an Order, where your closing level will be in accordance with the parameters set out in that Order and the terms of that Order.

(6) All Expiry Transactions will automatically roll over to the next contract period unless you opt out of this in respect of a specific Expiry Transaction or in respect of all Expiry Transactions on your account now or in the future.

(7) Where we do effect a rollover, the original Expiry Transaction will be closed at or just prior to the Last Dealing Time and become due for settlement and a new Expiry Transaction will be created; such closing and opening trades will be on our normal terms agreed with you.

(8) You acknowledge that it is your responsibility to make yourself aware of the next applicable contract period for a Transaction and that effecting the rollover of a Transaction may result in you crystallizing losses on your account. We reserve the right to refuse to rollover a Transaction or Transactions, despite any instruction you have given us, if we determine, acting reasonably, that to effect a rollover would result in you exceeding any credit or other limit placed on your dealings with us.

(9) Notwithstanding that you have opted out of automatically rolling over an Expiry Transaction into the next period, where an Expiry Transaction in respect of an Instrument is in excess of the Rollover Size, or where any number of such Expiry Transactions are together in excess of the Rollover Size, and where such Expiry Transaction(s) has not already been closed prior to the Last Dealing Time, we reserve the right to roll over the Expiry Transaction(s) to the next contract period where we reasonably believe it is in your best interests and/or the best interests of our clients as a whole to do so. If we choose to roll over your Transaction(s) in this manner, we will generally try to contact you ahead of the Last Dealing Time, but for the avoidance of doubt we may roll your Transaction(s) even if we have not contacted you.

(10) If you do not close an Expiry Transaction in respect of an Instrument on or before the Last Dealing Time and

you have opted out of automatically rolling over that Expiry Transaction to the next contract period then, we will close your Expiry Transaction as soon as we have ascertained the Closing Level of the Expiry Transaction. The Closing Level of the Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Underlying Market as reported by the relevant Exchange, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread or Commission that we apply when such an Expiry Transaction is closed. Details of the Spread or Commission that we apply when a particular Expiry Transaction is closed are set out in the Product Details and are available on request. You acknowledge that it is your responsibility to make yourself aware of the Last Dealing Time and of any Spread or Commission that we may apply when you close an Expiry Transaction.

(11) We reserve the right to aggregate the instructions we receive from our clients to close Transactions. Aggregation means that we may combine your instruction with those of other clients of ours for execution as a single order.

(12) We may combine your instruction to close with those of other clients if we reasonably believe that this is in the overall best interests of our clients as a whole. However, on occasions, aggregation may result in you obtaining a less favourable price once your instruction to close has been executed. You acknowledge and agree that we shall not have any liability to you as a result of any such less favourable price being obtained.

(13) Upon closing a Transaction, and subject to any applicable adjustments for interest and dividends in accordance with this Agreement:
(a) you will pay us the difference between the Opening Level of the Transaction and Closing Level of the Transaction multiplied by the number of units of the Instrument that comprise the Transaction if the Transaction is: (i) a Sell and the Closing Level of the Transaction is higher than the Opening Level of the Transaction; or (ii) a Buy and the Closing Level of the Transaction is lower than the Opening Level of the Transaction; and
(b) we will pay you the difference between the Opening Level of the Transaction and the Closing Level of the Transaction multiplied by the number of units of the Instrument that comprise the Transaction if the Transaction is: (i) a Sell and the Closing Level of the Transaction is lower than the Opening Level of the Transaction; or (ii) a Buy and the Closing Level of the Transaction is higher than the Opening Level of the Transaction.

(14) Unless we agree otherwise, all sums payable by you are due immediately on entering into the Transaction and must be paid upon the Closing Level of your Transaction being determined by us.

(15) You acknowledge that when expressly and formally agreed in writing by you and us (by a director of ours):
(a) in respect of a Buy, at the end of the contract period (for Expiry Transactions that you have elected not to automatically roll over to the next contract period) or on the date you choose to close the Transaction (for Undated Transaction) you will take from us delivery of, and make to us payment for, the Instrument in respect of which you have opened the Buy;
(b) in respect of a Sell, at the end of the contract period (for Expiry Transactions that you have elected not to automatically roll over to the next contract period) or on the date you choose to close the Transaction (for Undated Transaction) you will deliver to us the Instrument in respect of which you have opened the Sell.

7. FEES AND CHARGES

(1) When you open and close a Spread Transaction, the difference between our bid and offer prices is referred to as our Spread and will comprise the Market Spread (where there is an Underlying Market) and our Spread Charge (being our charge to you). Unless we notify you to the contrary, you will not be charged any Commission on Spread Transactions. Details of these charges may be found in the Product Details section of our website or may be obtained from one of our employees on request.

(2) When you open and close a Commission Transaction, you will pay us Commission (“Commission”) that is calculated as a percentage of the notional value of the opening or closing Transaction (as applicable) or as an amount per equivalent Instrument or Instruments on the Underlying Market or on any other basis agreed between ourselves in writing. Our Commission terms will be notified in writing to you, however, in the event that we do not notify you of the commission terms, we will charge the standard commission rate as published on the Product Details section of our website or, if no rate is published, 0.2% of the notional value of the opening or closing Transaction (as applicable).

(3) In addition to Commission and Spread, other applicable Charges may exist in relation to opening and closing

Transactions with us depending on the Instrument and the Underlying Market. Certain types of Transactions will be subject to a daily funding charge. Further details of these Charges may be found in the Product Details or may be obtained from one of our employees on request. Any Charge will be your responsibility and where appropriate will be deducted from your account.

(4) You must pay, or reimburse, us for any Taxes applicable, now or in the future, to your Transactions or on any Commission, Spread or Charges payable by you pursuant to this Agreement.

(5) We may charge you for the provision by us to you of market data or any other account feature or such other Charges as we advise you from time to time.

8. ELECTRONIC TRADING SERVICES

(1) You are responsible for ensuring that your use of the Electronic Trading Services is compliant with this Agreement and all Applicable Regulations which apply to your use of our Electronic Trading Services.

(2) We have no obligation to accept, or to subsequently execute or cancel, all or any part of a Transaction or any Instruction that you seek to execute or cancel through an Electronic Trading Service. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

(3) You authorize us to act on any instruction given or appearing to be given by you using the Security Details and received by us in relation to any Electronic Trading Service you use (“Instruction”). Unless we agree otherwise with you, you will have no right to amend or revoke an Instruction once received by us. You will be responsible for the genuineness and accuracy, both as to content and form, of any Instruction received by us.

(4) You acknowledge we have the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Electronic Trading Service, or your access to any Electronic Trading Service, to change the nature, composition, or availability of any Electronic Trading Service, or to change the limits we set on the trading you may conduct through any Electronic Trading Service.

(5) all prices shown on any Electronic Trading Service are quotes and are subject to constant change.

9. MANIFEST ERROR

(1) We reserve the right to either void from the outset or amend the terms of any Transaction containing or based on any error that we reasonably believe to be obvious or palpable (a “Manifest Error” and any such Transaction a “Manifestly Erroneous Transaction”), without your consent. If, in our reasonable discretion, we choose to amend the terms of any such Manifestly Erroneous Transaction, the amended level will be such level as we reasonably believe would have been fair at the time the Transaction was entered into. In deciding whether an error is a Manifest Error we shall act reasonably, and we may consider any relevant information including, without limitation, the state of the Underlying Market at the time of the error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment that you have entered into or refrained from entering into in reliance on a Transaction with us will not be considered in deciding whether or not there has been a Manifest Error.

(2) In the absence of our fraud, wilful default, or negligence, we will not be liable to you for any loss, cost, claim, demand or expense following a Manifest Error (including where the Manifest Error is made by any information source, commentator or official on whom we reasonably rely) or in relation to a Manifestly Erroneous Transaction.

(3) If a Manifest Error has occurred and we choose to exercise any of our rights, and if you have received any monies from us in connection with the Manifest Error, you agree that those monies are due and payable to us, and you agree to return an equal sum to us without delay.

10. ORDERS

(1) We may, at our absolute discretion, accept an Order from you. An Order is an offer to open or close a Transaction if the instructions specified by you in an Order are satisfied (such as if our price moves to, or beyond a level specified by you). Examples of such Orders are:
(a) A Stop Order, which is an offer to deal if our quote becomes less favourable to you. A Stop Order is generally placed to provide some risk protection, for example in the event of your Transaction moving into loss and can be used to either open or close a Transaction. Each Stop Order has a specific stop level, set by you. Your Stop Order will be triggered if our bid price (in the case of an Order to Sell) or our offer price (in the case of an Order to Buy) moves against you to a point that is at or beyond the level specified by you. The exception to this is Stop Orders placed in respect of Transactions on Order Book Shares, which are triggered only if and when a deal takes place on the Underlying Market for that Order Book Share at a price that is at or beyond your specified stop level. Once a Stop Order is triggered, we will open or as the case may be close a Transaction at a level that is the same or worse than your stop level.
(b) A Trailing Stop, which is similar to a Stop Order, but it allows you to set a floating stop level that automatically moves when our quote moves in your favour. A Trailing Stop is triggered and executed in the same way as a Stop Order. By using our Trailing Stop functionality, you acknowledge the following: (i) Trailing Stops are an automated tool that must be used with caution and must be supervised by you; and (ii) we do not guarantee to operate our Trailing Stop system on a continuous basis so there may be instances in which your stop level might not in fact move with our current quote for the relevant Instrument, for example: where our Trailing Stop functionality (i.e. the systems and technology that operate our Trailing Stops) is inactive; or where our current quote for the relevant Instrument is Manifestly Erroneous; or where there has been a large, short term price movement in our quote for the relevant Instrument that is unrepresentative of current Underlying Market conditions.
(c) A Limit Order, which is an instruction to deal if our quote becomes more favourable to you. A 'take profit' Order is an Attached Limit Order. A Limit Order can be used to either open or close a Transaction. Each Limit Order has a specified limit, set by you. Your Limit Order will be triggered if our bid price (in the case of an Order to Sell) or our offer price (in the case of an order to Buy) moves in your favour to a point that is at or beyond your specified limit. Once a Limit Order is triggered, we will seek to open or close a Transaction at a level that is the same or better than your limit. If we cannot do so because at the time, we seek to execute your Order, our bid and offer price has become less favourable to you, your Limit Order will remain operational, waiting for prices to move again in your favour such that it is triggered.
(d) A Market Order, which is an instruction to deal now in a specified size at the best available price for that size. Market Orders are useful when you wish to deal but may be unable to deal in your desired size at the quoted bid and offer price. You do not have any control over what price your Market Order will be filled at. When you place a Market Order with us you acknowledge that such Market Order allows us to execute your Transaction at a price that is worse than our quoted bid and offer price at the time you place the Market Order. A Market Order is triggered as soon as it is accepted by us.
(e) A Points through current Order, which is an instruction to deal now in a specified size up to a price set by you which is less favourable than our then current bid (in the case of an order to Sell) or offer (in the case of an order to Buy). Points through current Orders are useful when you wish to deal but may be unable to deal in your desired size at the quoted bid and offer price and you are not prepared to have your order filled at a price worse than the price set by you (unlike if you used a Market Order where you have no control over the price your order is filled at). When you place a Points through current Order with us you acknowledge that such Order authorizes us to execute your Transaction at a price that is worse than our quoted bid and offer price at the time you place the Points through current Order but not at a price worse than the price set by you. A Points through current Order is triggered as soon as it is accepted by us.
(f) A Partial Order, which is an instruction to deal now at the size specified by you or, if there is not sufficient liquidity at that size, in the largest size possible. A Partial Order is useful if you want to increase the likelihood of at least part of your Order being filled. If your Order is filled, the size of your Order may be less than the size specified by you. Partial Orders can be used in conjunction with other Orders. When you place a Partial Order with us you acknowledge that such Partial Order allows us to execute your Transaction in a size that is smaller than the size specified by you. A Partial Order is triggered as soon as it is accepted by us.

(2) You may specify that an Order is to apply:
(a) until the next close of business for the relevant Underlying Market (a 'day order'), which, for the avoidance of doubt, will include any overnight trading sessions on the Underlying Market. Please note that for Limit Orders placed on the phone, we will assume that you wish to place a 'day order' unless you specify some other duration; or
(b) until a date and time specified by you (but such an Order may only be an Unattached Order and may only be placed in respect of a daily or quarterly Transaction); or

(c) for an indefinite period (a “Good Till Cancelled Order” or “GTC Order”), which, for the avoidance of doubt, will include any overnight trading sessions on the Underlying Market.
We may, at our absolute discretion, accept standing Orders that will apply for some other specified duration. We may act on any such Order irrespective of the length of time for which the specified level in relation to that Order is reached or exceeded.

(3) If your Order is triggered, we will seek to open or close the Transaction to which your Order relates, acting in accordance with our duty of best execution. You acknowledge and agree that the time and level at which Orders are executed, and the size of your Order will be determined by us, acting reasonably. In this regard:
(a) we will seek to execute your Order within a reasonable time of your Order being triggered. Because there may be a manual element to our processing of Orders and because it is possible for a single sudden event to trigger a large number of Orders, you acknowledge and agree that what constitutes a ‘reasonable time’ may vary according to the size of your Order, the level of activity in the Underlying Market, and the number of Orders that have been triggered at the time your Order is triggered.
(b) at the time we are seeking to execute your Order, we will have regard to the price that could be achieved in the Underlying Market for a similar order (including as to size).

(4) By using our Orders, you expressly acknowledge and agree that:
(a) it is your responsibility to understand how an Order operates before you place any such Order with us and that you will not place an Order unless you fully understand the terms and conditions attached to such Order. Details about how Orders work are available in the Product Details or from one of our employees on request.
(b) whether or not we accept an Order is at our absolute discretion. Not all Orders are available on all Transactions, nor on all Electronic Trading Services.
(c) when you place, and we accept an Order you are trading with us as principal and not dealing on the Underlying Market.
(d) save for Stop Orders on Order Book Shares, the triggering of your Order is linked to our bid and offer prices, not the bid and offer prices on the Underlying Market. Our bid and offer prices may differ from the bid and offer prices in the Underlying Market. The effect of such is that your Order may be triggered even though: (i) our bid or offer, as the case may be, moved to or through the level of your Order for only a short period; and (ii) the Underlying Market never traded at the level of your Order.
(e) if you have a Stop Order that relates to an exchange traded product that despite being an Order Book Share actually behaves more like a Market Maker Share (for example, an exchange traded fund or an exchange traded commodity), we reserve the right to trigger your Stop Order based on our bid and offer prices even if the Underlying Market has not traded at your specified Stop Order level. Further details of the relevant Instruments that may be impacted by this sub-Term are available from one of our employees upon request.
(f) for the purposes of determining whether an Order has been triggered, we will be entitled (but not obliged), at our absolute discretion, to disregard any prices quoted by us during any pre-market, post-market or intra-day auction periods in the relevant Underlying Market, during any intra-day or other period of suspension in the relevant Underlying Market, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions.
(g) following your Order being triggered, we do not guarantee that a Transaction will be opened or closed, nor do we guarantee that if opened or closed it will be done so at your specified size, level, or limit.
(h) we reserve the right both to work and to aggregate Orders. Working an Order may mean that your Order is executed in tranches at different prices, resulting in an aggregate opening or closing level for your Transaction that may differ both from your specified level and from the price that would have been attained if the Order had been executed in a single tranche. Aggregating an Order means that we combine your Order with the Orders of other clients of ours for execution as a single Order. We may do this only if we reasonably believe that this is in the overall best interests of clients as a whole. However, on occasions, aggregation may result in you obtaining a less favourable price in relation to any particular Order. You acknowledge and agree that we shall not, under any such circumstances, have any liability to you as a result of any such working or aggregation of your Orders.

(5) The following sets out when and how GTC Orders will roll:
(a) all Attached GTC Orders relating to Expiry Transactions on quarterly or monthly markets will, where you have elected to roll over the Expiry Transaction into the next contract period, also be rolled over unless a specific instruction has been received by us prior to the rollover of the Transaction to cancel or amend the Order(s). Please note that when the Attached Order is rolled over it will also be adjusted to reflect the difference (i.e., any premium or discount) between the current level of the Instrument that is the subject of the old Order and the corresponding level of the Instrument that is the subject of the new Order.

(b) all Unattached GTC Orders relating to proposed Expiry Transactions that expire on a quarterly or monthly basis will not roll over and will be cancelled.

(6) You may, with our prior consent (and such consent will not be unreasonably withheld), cancel or amend the level of an Order at any time before our quote reaches or goes beyond the relevant level. However, once the level has been reached, you may not cancel or amend the Order unless we expressly agree to permit you to do so.

(7) If you place an Attached Order then:
(a) if, when the Order is executed, it will be capable of closing or partly closing the Transaction to which the Attached Order relates, and you subsequently offer to close that Transaction prior to the level of the Attached Order being reached, we will treat that offer to close as a request to cancel the Attached Order. You acknowledge that it is your responsibility to inform us, when you close a Transaction, whether you wish any related un-triggered Attached Order(s) to remain valid, and that, unless otherwise agreed by us, any un- triggered Attached Order(s) will be cancelled; and (b) if the Transaction to which the Attached Order relates is only partially closed by you then the Attached Order will be adjusted to the size of the Transaction that remains open and will remain in full force and effect.

(8) If we accept an Order and then an event takes place which means that it is no longer reasonable for us to act on that Order, we will be entitled to disregard or cancel your Order. If we disregard or cancel your Order, then we shall not have any liability to you as a result of such action and we shall not re-enter that Order. Examples include but are not limited to:
(a) a change in the Applicable Regulations, so that the Order or the Transaction to which the Order relates is no longer in compliance with the Applicable Regulations;
(b) a stock to which the Order relates becomes un-borrowable so that we are no longer able to hedge our exposure, or part of our exposure, to you;
(c) for Orders relating to shares, an event takes place in respect of the company whose shares represent all or part of the subject matter of the Order, for example, a Corporate Event, dividend, or the insolvency of the company; or
(d) if we cease to offer the type of Transaction to which your Order relates.

11. COMMUNICATIONS
(1) An offer to open or close a Transaction (or an Order) must be made by you, or on your behalf: orally, by telephone; via one of our Electronic Trading Services; or in such other manner as we may specify from time to time. If your usual mode of communicating with us is unavailable for any reason, you should attempt to use one of the other modes of acceptable communication specified above. For example, if you usually open and close Transactions via one of our Electronic Trading Services, but for some reason our Electronic Trading Services are not in operation, you should contact us via the telephone or other means to open or close Transactions. Written offers to open or close a Transaction, including offers sent by email (including a secure email sent via one of our Electronic Trading Services) or text message, will not be accepted or be effective for the purposes of this Agreement.

(2) Any communication that is not an offer to open or close a Transaction must be made by you, or on your behalf: orally, by telephone or in person; in writing, by email, post; or in such other manner as we may specify from time to time. If sent to us by post, a communication must be sent to our head office and, if sent to us by email, it must be sent to an email address currently designated by us for that particular purpose. Any such communication will only be deemed to have been received by us upon our actual receipt thereof.

(3) If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:
(a) be responsible for any loss, damage or cost suffered by you as a result of any act, error, delay, or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and
(b) except where your inability to communicate with us results from our fraud, wilful default or negligence, be responsible for any loss, damage or cost suffered by you as a result of any act, error, omission or delay resulting from such inability to communicate including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.

(4) You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorize us to rely and act on, and treat as fully authorised and binding on you, any communication (whether or not in writing) that we reasonably believe to have been transmitted by you or on your behalf by any agent or

intermediary who we reasonably believe to have been duly authorised by you. You acknowledge and agree that we will rely on your account number and/ or password and/or Security Details to identify you and you agree that you will not disclose these details to any person not duly authorised by you. If you suspect that your account number and/or password and/or Security Details has been learnt or may be used by any other person, then you must notify us immediately.

(5) You agree that we may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to this Agreement and that any recordings that we keep will be our sole property and you accept that they will constitute evidence of the communications between us. You agree that telephone conversations may be recorded without the use of a warning tone or any other further notice.

(6) In accordance with the Applicable Regulations, we will provide information about each Transaction that we open or, as the case may be, close for you by providing you with a Statement. Statements will be posted on one of our Electronic Trading Services and, if so requested by you also emailed or posted to you, on or before the business day following the day on which the Transaction is opened or, as the case may be, closed. If you elect to receive your Statements by post, we reserve the right to levy an administration charge.

(7) You will be deemed to have acknowledged and agreed with the content of any Statement and the details of each Transaction set out in any Statement that we make available to you unless you notify us to the contrary in writing within two business days of the date on which you are deemed to have received it.

(8) Our failure to provide you with a Statement does not invalidate nor make voidable a Transaction that you and we have agreed and we have confirmed, provided however that in the event that you believe you have opened or closed a Transaction but we have not provided you with a Statement in respect of that Transaction, any query in relation to the purported Transaction will not be entertained unless: (i) you notify us that you have not received such Statement within two business days of the date on which you ought to have received a Statement for the purported Transaction, and (ii) you can provide accurate details of the time and date of the purported Transaction and supporting evidence, to our reasonable satisfaction, of the purported Transaction.

(9) We may communicate with you by telephone, letter, email or text message or by posting a message on one of our Electronic Trading Services and you consent to us telephoning you at any time whatsoever. We will use the address, phone or email address specified on your account opening form or such other address, phone or email address as you may subsequently notify to us, or any email address allocated to you within our Electronic Trading Services. Unless you expressly specify otherwise, you specifically agree that we may send the following notices to you by email and/or by posting them on an Electronic Trading Service:
(a) Statements;
(b) notice of an amendment to the way in which we provide our service to you, for example changes in the features of our Transactions or your account, changes to any Electronic Trading Service, changes to the Margin rates that apply to our Transactions, changes to the credit arrangements in relation to your account and changes to Commission, Spread, Charges or Taxes that apply to our Transactions or your account;
(c) notice of an amendment to the Terms of this Agreement,
(each a ‘Message’).
We will not send you a paper copy of a Message sent to you by email or posted to one of our Electronic Trading Services. Sending a Message to you by email or by posting it to one of our Electronic Trading Services in a durable medium fully complies with all our obligations under the Agreement and the Applicable Regulations.

(10) Any correspondence, documents, written notices, legal notices, confirmations, Messages or Statements will be deemed to have been properly given:
(a) if sent by post to the address last notified by you to us, on the next business day after being deposited in the post;
(b) if delivered to the address last notified by you to us, immediately on being deposited at such address;
(c) if sent by text message, as soon as we have transmitted it to any of the mobile telephone numbers last notified by you to us;
(d) if we leave a voicemail, as soon as the message is completed and left on any of the mobile telephone numbers last notified by you to us;
(e) if sent by email, one hour after we have transmitted it to the email address last notified by you to us; and
(f) if posted on one of our Electronic Trading Services, as soon as it has been posted.

(11) It is your responsibility to ensure, at all times, that we have been notified of your current and correct address and

contact details. Any change to your address or contact details must be notified to us immediately in writing, unless we agree to another form of communication.

(12) We are required by law to provide you with certain information about us, our services, our Transactions, our Commission, Spread, Charges and Taxes along with copies of our Summary Order Execution Policy and Summary Conflicts Policy. You specifically consent to us providing you with this information by means of our website. Commission, Spread, Charges and Taxes (if any) will be disclosed in our Product Details. Our Summary Order Execution Policy, Summary Conflicts Policy, Privacy Notice and Risk Disclosure Notice will be provided in the section of our website that allows you to apply for an account. Alternatively, details are available by calling one of our employees.

(13) It is your responsibility to make sure that you read all notices posted on our website and on one of our Electronic Trading Services from time to time in a timely manner.

(14) Although email, the internet, Electronic Trading Services and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay by you to receive any communication from us sent by email, text message or otherwise whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. We will not be liable to you for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by you or us to receive an email or other electronic communication. Further, you understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.

(15) You acknowledge the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside our control. You accept this risk and agree that a failure or delay by us to receive any offer or communication from you sent electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that offer
or communication or any transaction to which it relates. If, for any reason, we are unable to accept your offer electronically, we may, without obligation, provide you with further information advising you that your offer can be made by telephone as an alternative and we may endeavour to inform you of this.

(16) In the event that you are granted access to our mobile dealing platform, then all use of such service will be subject both to this Agreement and to any supplemental mobile dealing terms posted on our website and amended from time to time.

12. MARGIN

(1) Upon opening a Transaction, you will be required to pay us the Margin for that Transaction, as calculated by us ("Initial Margin"). Note that the Initial Margin for certain Transactions (for example, Share CFDs), will be based on a percentage of the Contract Value of the Transaction and therefore the Initial Margin due for such Transactions will fluctuate in accordance with the Contract Value. Initial Margin is due and payable to us immediately upon opening the Transaction (and for Transactions that have a fluctuating Initial Margin based on a percentage of the Contract Value, immediately on opening the Transaction and thereafter immediately on any increase in Contract Value taking place) unless:
(a) we have expressly told you that you have an account type that allows for longer payment periods for Margin, in which case you must pay Margin in accordance with the payment periods that we have advised to you, provided always that any credit or other limits placed on your dealings with us are not exceeded;
(b) we have expressly agreed to reduce or waive all or part of the Margin that we would otherwise require you to pay us in respect of a Transaction. The period of such waiver or reduction may be temporary or may be in place until further notified. Any such waiver or reduction must be agreed in writing (including by email) by a director, an authorised signatory or relationship manager of ours or a member of our credit or risk departments (each an "Authorised Employee") in order to be effective. Any such agreement does not limit, fetter or restrict our rights to seek further Margin from you in respect of the Transaction at any time thereafter; or
(c) we agree otherwise (any such agreement must be made in writing (including by email), by an Authorised Employee in order to be effective), in which case you will be required to comply with such terms as are stated in such written

agreement.

(2) You also have a continuing Margin obligation to us to ensure that at all times during which you have open Transactions you ensure that your account balance, taking into account all realized and/or unrealized profits and losses (“P&L”) on your account, is equal to at least the Initial Margin that we require you to have paid to us for all of your open Transactions. If there is any shortfall between your account balance (taking into account P&L) and your total Initial Margin requirement, you will be required to deposit additional funds into your account. These funds will be due and payable to us for our own account, immediately on your account balance (taking into account P&L) falling below your Initial Margin requirement unless:
(a) we have expressly told you that you have an account type that allows for longer payment periods for Margin, in which case you must pay Margin in accordance with the payment periods that we have advised to you, provided always that any credit or other limits placed on your dealings with us are not exceeded;
(b) we have expressly agreed to reduce or waive all or part of the Margin that we would otherwise require you to pay us in respect of your Transaction(s). The period of such waiver or reduction may be temporary or may be in place until further notice. Any such waiver or reduction must be agreed by an Authorised Employee in writing (including by email) in order to be effective. Any such agreement does not limit, fetter or restrict our rights to seek further Margin from you in respect of the Transaction at any time thereafter;
(c) we agree, by an Authorised Employee, otherwise in writing (including by email), in which case you will be required to comply with such terms as are stated in the written agreement; or
(d) we have expressly extended you a credit limit, and you have sufficient credit to cover your Margin requirements and are in compliance with any other conditions that we have imposed on you. Importantly however, if at any time your credit facility is not sufficient to cover the Margin requirement on your open Transactions, you must immediately place additional funds on your account in order to fully cover the Margin required. Any credit limits extended to you will not act to restrict your losses and no limit should be deemed as the maximum amount you could lose.

(3) Details of Margin amounts paid and owing by you are available by logging on to our Electronic Trading Services or by telephoning one of our employees. You acknowledge: (a) that it is your responsibility to be aware of, and further that you agree to pay, the Margin required at all times for all Transactions that you open with us; (b) that your obligation to pay Margin will exist whether or not we contact you regarding an outstanding Margin obligation; and (c) that your failure to pay any Margin required in relation to your Transactions will be regarded as an Event of Default.

(4) Margin payments must be made in the form of cleared funds (on your account with us) unless, by separate written agreement, we accept other assets from you as collateral for payment of Margin. In the event that any applicable debit card authority or other paying agent declines to transfer funds to us for any reason whatsoever then we may, at our absolute discretion, treat any Transaction entered into by us in reliance on receipt of those funds as void from the outset or close it at our then prevailing price, and recover any losses arising from the voidance or closure of the Transaction from you. We may reserve the right to stipulate the method of payment to be used by you for the payment of Margin.

(5) In making any calculation of the Margin payments that we require from you, we may, at our absolute discretion, have regard to your overall position with us and/or an Associated Company of ours including any of your net unrealized losses (i.e., losses on open positions).

(6) We are not under any obligation to keep you informed of your account balance and Margin required (i.e., to make a ‘Margin call’) however if we do so the Margin call may be made by telephone call, post, email, text message or through an Electronic Trading Service. The Margin call will be deemed to have been made as soon as you are deemed to have received such notice. We will also be 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 reasonable endeavours to attempt to contact you by telephone (at the telephone number last notified to us by you) but have been unable to contact you at such number.
Any message that we leave for you requesting you to contact us should be regarded by you as extremely urgent unless we specify to the contrary when we leave the message. You acknowledge and accept that what constitutes a reasonable time in the context of this Term may be influenced by the state of the Underlying Market and that, according to the circumstances, could be a matter of minutes or even immediately. It is your responsibility to notify us immediately of any change in your contact details and to provide us with alternative contact details and ensure that our calls for Margin will be met if you will be uncontactable at the contact address or telephone number notified to us (for example because you are travelling or are on holiday, or you are prevented from being in contact because

of a religious holiday). We will not be liable for any losses, costs, expenses or damages incurred or suffered by you as a consequence of your failure to do so.

(7) We will be entitled, at any time, to increase or decrease the Margin required from you on open Transactions or to change the credit arrangements for your account. You agree that, regardless of the normal way in which you and we communicate, we will be entitled to notify you of a change to Margin levels or the credit arrangements for your account by any of the following means: telephone, post, email, text message, via one of our Electronic Trading Services or by posting notice of the change on our website. Any increase in Margin levels will be due and payable immediately on our demand. Any change in the credit arrangements for your account will be effective at the time notified to you, which may include immediately. We will only increase Margin requirements or change the credit arrangements for your account where we reasonably consider it necessary, for example but without limitation, in response to or in anticipation of any of the following:
(a) a change in the volatility and/or liquidity in the Underlying Market or in the financial markets more generally;
(b) economic news;
(c) a company whose Instruments represent all or part of your Transaction becoming or being rumoured to be going insolvent, being suspended from trading or undertaking a Corporate Event;
(d) you changing your dealing pattern with us and/or an Associated Company of ours;
(e) your credit circumstances changing or our assessment of your credit risk to us changing;
(f) your exposure to us and/or an Associated Company of ours being concentrated in a particular Underlying Market or a sector (being a selection of stocks in a market normally associated with a specific industry group);
(g) our exposure is concentrated in a particular Underlying Market or a sector (being a selection of stocks in a market normally associated with a specific industry group) as a result of your Transactions with us in aggregation with transactions of other clients of ours and/or an Associated Company of ours;
(h) a change in the margin charged by our hedging counterparties or the margin rules set by the relevant Underlying Market; or
(i) any change to the Applicable Regulations.

13. PAYMENT, CURRENCY CONVERSION AND SET-OFF

(1) All payments to be made under this Agreement, other than payments of Commission and Margin which are due and payable in accordance with Terms 5, 13 and 15 respectively, are due immediately upon our demand, which may be oral or in writing. Once demanded, such payments must be paid by you, and must be received by us in full in cleared funds on your account.

(2) You must comply with the following when making payments to us:
(a) Payments due (including Margin payments) will, unless otherwise agreed or specified by us, be required in pounds, euros, US dollars, Australian dollars, Singapore dollars, Canadian dollars, New Zealand dollars, Hong Kong dollars, Japanese yen, South African rand, Swedish kronor and Swiss francs.
(b) You may make any payment due to us (including any payment for Margin) by direct bank transfer for value within 24 hours by card (for example credit card or debit card) or, if available, by alternative payment methods. Note that we reserve the right to levy a reasonable administration charge for processing your payments which will generally reflect the cost to us in providing these payment solutions to you and shall be due and payable at the time of the payment.
(c) At our reasonable discretion, we may accept payments from you made by cheque, subject to any terms we advise to you at the time we notify you of our acceptance. Cheques should be crossed and made payable to IG Markets Limited or such other payee as we may notify you of and your account number should be marked clearly on the reverse of the cheque. We reserve the right to levy a reasonable administration charge where we allow you to pay by cheque.
(d) In determining whether to accept payments from you under this Term, we will have utmost regard to our duties under law regarding the prevention of fraud, countering terrorist financing, insolvency, money laundering and/or tax offences. To this end, we may at our absolute discretion having regard to the law, reject payments from you or a third party and return funds to source. In particular, we may not accept payments from a bank account if it is not evident to us that the bank account is in your name.

(3) You should be aware of the following when you open a Transaction or deposit money into your account in a Currency other than your Base Currency:
(a) It is your responsibility to make yourself aware of the Currency that is designated as your Base Currency. Details

of your Base Currency are available on one of our Electronic Trading Service or by phoning one of our employees.
(b) Some Transactions will result in profit/loss being accrued in a Currency other than your Base Currency. The Product Details specify the Currencies in which various Transactions are denominated, or alternatively such information is available from one of our employees on request.
(c) From time to time (for example in your Statements), we may provide information to you which presents your multicurrency balances in the equivalent value of your Base Currency, using the rates prevailing at the time the information is produced. However, you should note that the balances have not been physically converted and that the presentation of the information in your Base Currency is for information only.
(d) Unless we have agreed with you otherwise, your account will, by default, be set to immediate conversion of non-Base Currency balances standing on your account to your Base Currency. This means that following a non-Base Currency Transaction being closed, rolled over or expiring, the profits or losses from that Transaction will be automatically converted to your Base Currency and posted to your account in that Base Currency. We will also by default automatically convert any non-Base Currency adjustments or charges (for example funding charges or dividend adjustments) to your Base Currency, before such adjustments or charges are booked on your account and we will automatically convert any money received from you in a non-Base Currency into your Base Currency.
(e) We may agree that instead of automatically converting non-Base Currency amounts before we post them to your account, we may post such amounts on your account in the relevant non-Base Currency and we will conduct recurring balance sweeps (for example on a daily, weekly or monthly basis) that will convert all non-Base Currency balances standing on your account to your Base Currency. Depending on your account type, some of these sweep frequencies might not be available to you.
(f) If you have an account type that allows you to do so (and subject to our agreement), you may elect to opt out of both immediate conversion and recurring balance sweeps. When we consider it reasonably necessary, or when requested by you, we may convert balances (including negative balances) and/or money standing to your credit in a non-Base Currency into your Base Currency.
(g) All conversions made in accordance with this Term will be made at an exchange rate not more than +/-0.5% of the prevailing market rate at the time of the conversion.
(h) Where you maintain Transactions in a Currency other than your Base Currency and/or where you elect to opt out of immediate conversion, as applicable, you are exposing yourself to cross-currency risk. You acknowledge and agree that it is your responsibility to manage this risk and we are not liable for any losses that you suffer as a result.
(i) We reserve the right to change the way in which we manage and/or convert your non-Base Currency balances at any time in the future by providing you with 10 business days prior notice. By way of example only, we may notify you that all non-Base Currency amounts on your account will be immediately converted, or we may notify you that the frequency for your recurring balance sweep is changing to become more or less frequent.

(4) You will pay interest to us on any sums due in respect of any Transaction and any other general account charges (for example, market data fees) and Taxes, as applicable, that you fail to pay on the relevant due date. Interest will accrue on a daily basis from the due date until the date on which payment is received in full on your account in cleared funds, at a rate not exceeding 4% above our applicable reference rate from time to time (details available on request) and will be payable on demand.

(5) We will be under no obligation to remit any money to you if that would reduce your account balance (considering running profits and losses) to less than the Margin payments required on your open Transactions. Subject thereto, money standing to the credit of your account will be remitted to you if requested by you. Where you do not make such a request, we will be under no obligation to, but may, at our absolute discretion, remit such monies to you. All bank charges howsoever arising will, unless otherwise agreed, be for your account. The manner in which we remit monies to you will be at our absolute discretion, having utmost regard to our duties under law regarding the prevention of fraud, countering terrorist financing, insolvency, money laundering and/or tax offences. We will normally remit money in the same method and to the same place from which it was received. However, in exceptional circumstances we may, at our absolute discretion, consider a suitable alternative.

(6) If any losses incurred, monies owed or debit balances to us (each a “Loss” and together, “Losses”) in relation to an account under this Agreement in which you may have an interest exceeds all amounts held by us in relation to that account, you must forthwith pay such excess to us whether demanded or not. If any Losses to us and any Associated Company in relation to accounts in which you may have an interest exceed all amounts held by us and any Associated Company in relation to all accounts in which you may have an interest, you must forthwith pay such excess to us whether demanded or not.

(7) Without prejudice to our right to require payment from you, we will at any time have the right to set off:

(a) any Losses in respect of any account held by you with us, under this Agreement or otherwise, against any sums, Instruments or other assets (each a "Sum" and together, "Sums") held by us, under this Agreement or otherwise, for or to your credit;
(b) any Losses in respect of any account held by you with an Associated Company against any Sums held by us or an Associated Company, under this Agreement or otherwise, for or to your credit;
(c) any Losses in respect of any account held by you with us, under this Agreement or otherwise, against any Sums held by an Associated Company for or to your credit; and
(d) if you have a joint account with us, under this Agreement or otherwise, or with an Associated Company, any Losses by the other joint account holder pursuant to a joint account, under this Agreement or otherwise, or an Associated Company, against Sums held by us or an Associated Company for or to your credit in a joint account.

(8) We may, at any time and without notice to you, sell Instruments or other assets of which we or any Associated Company have custody or control on your behalf, in order to discharge any or all of your obligations to us and any Associated Company. If we have to sell Instruments held on your behalf to meet your obligations, we will charge you all applicable Charges and Taxes in doing so including a reasonable administration charge. You will continue to be responsible to us for any outstanding balance due after Instruments have been sold and the difference in value will be payable to us immediately.

(9) As long as there are outstanding Losses in respect of any account in which you may have an interest under this or any other agreement with us or an Associated Company, in each case whether as a joint account or otherwise, we may retain possession of any Instruments or other assets held by us or an Associated Company or to your credit with us or an Associated Company in relation to any account in which you may have an interest (this right is known as a lien).

14. CLIENT MONEY

(1) We will treat money received from you or held by us on your behalf in accordance with the Client Money Rules.

(2) Your money shall be held in pooled client bank accounts at selected third party banking institutions as determined by us in accordance with the Client Money Rules. We will keep and maintain books and records of the client money held on your behalf. We will provide you with statements of the client money that we hold on your behalf in accordance with the Client Money Rules. Subject to the Client Money Rules, you may request such a statement at any time subject to you agreeing that we may levy an administration charge to cover our costs in providing any such statement to you. We may place funds in notice or term deposit accounts with a notice period or term of up to 95 days. Placing client money in notice or term deposit accounts does not in itself affect your ability to deal with or withdraw funds from your account with us, however such amounts may not be immediately available upon request.

(3) We may hold client money in a client bank account with a bank located in any Country. The legal and regulatory regime applying to any such bank will be different from that of your home Country, or of our Country of registration, and in the event of insolvency or any other equivalent failure of that bank, your money may be treated differently from the treatment which would apply if the money was held with a bank in your home Country. We will not be liable for the insolvency, acts or omissions of any bank or other third-party holding money.

(4) It is not our policy to pay interest to you on any client money that we hold on your behalf and by entering into this Agreement you acknowledge that you therefore waive any entitlement to interest under the Client Money Rules or otherwise. In the event that we incur interest charges to hold client money on your behalf with third party banking institutions or qualifying money market funds in accordance with the Client Money Rules, you agree that we may charge you for holding client money on your behalf in accordance with our Client Money Interest Policy. You agree that we may cease to treat any money deducted in accordance with our Client Money Interest Policy as client money and that ownership of that money will be irrevocably transferred from you to us. Details of the Client Money Interest Policy are available in the Product Details or from one of our employees.

(5) In the event that there has been no movement on your account balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and we are unable to trace you despite
having taken reasonable steps to do so, you agree that we may cease to treat your money as client money and pay away the money to a registered charity. In such circumstances, we (or an Associated Company of ours) will

unconditionally undertake to pay you a sum equal to the relevant client money balance paid away in the event that you seek to claim the client money balance in the future.

(6) We may hold client money in a qualifying money market fund and notify you that such money will not be held as client money in accordance with the Client Money Rules and the units or shares in any qualifying money market fund will be held as safe custody assets in accordance with the provisions of the VFSC Rules that relate to the holding of assets in custody by investment firms like ourselves on behalf of clients. You explicitly consent that your client money may be held in such a fund. If you withdraw your consent by notifying us, we will take steps to remove your money from any money market fund as soon as reasonably practicable, considering any restrictions that apply to the withdrawal of money from the relevant fund.

(7) You specifically agree that we may transfer client money to a third party as part of a transfer of all or part of our business.
Any sums transferred will be held by that third party either in accordance with the Client Money Rules, or if the sums will not be held in accordance with the Client Money Rules, we will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect the sums.

(8) This Term applies if you have been categorized as a Professional Client only. Following appropriate disclosure of the risks by us to you, you and we may agree that you do not require money which is transferred by you to us to be held in accordance with the Client Money Rules. Any such agreement must be in our agreed form and signed by you and may be provided to us by post or by scanned copy sent to us by email. Following such an agreement, we will treat any transfer of money by you to us as a transfer of full ownership of money to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations, and we will not hold such money in accordance with the Client Money Rules. Because title of the money has passed to us, you will no longer have a proprietary claim over money transferred to us and we can deal with it in our own right, and you will rank as a general creditor of ours. By placing money with us under a title transfer agreement, you agree that all money you place on your account is done so in anticipation of a Transaction and therefore has the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us. You should not place any money with us that is not for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us.

(9) This Term applies if you have been categorized as an Eligible Counterparty only. As set out in the Supplementary Schedule of Conditions for Eligible Counterparties, if we classify you as an Eligible Counterparty at any time, you agree that we may without separate written agreement treat money which is transferred by you to us as a transfer of full ownership of money to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to us and that such money will not be held in accordance with the Client Money Rules.

15. INDEMNITY AND LIABILITY

(1) You are responsible for all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a result of any failure by you to perform any of your obligations under this Agreement, in relation to any Transaction or in relation to any false information or declaration made either to us or to any third party, in particular to any Exchange. You acknowledge that this responsibility extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against you, or instructing any debt collection agency, to recover monies owed by you to us.

(2) You agree that you will not hold us liable for any losses, liabilities, judgements, suits, actions, proceedings, claims, damages and/or costs suffered by you resulting from or arising out of any act or omission by any person obtaining access to your account by using your designated account number and/or password and/or Security Details, whether or not you authorised such access.

(3) We shall not be liable for any default, omissions, errors or mistakes by any third party or Associated Company other than as a result of our own negligence, fraud or wilful default in relation to the appointment of that third party.

(4) Certain information in relation to our services is provided by third parties and we are not liable for any inaccuracy, errors or omissions in the information they provide us except where such inaccuracy, error or omission is caused by our own negligence, fraud or wilful default in relation to the appointment of that third party.

(5) Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of:
(a) any delay or defect in or failure of the whole or any part of our Electronic Trading Services' software or any systems or network links or any other means of communication; or
(b) any computer viruses, worms, software bombs or similar items introduced into your computer hardware or software via our Electronic Trading Services, except where such loss, cost or expense is a result of our own negligence, fraud or wilful default.

(6) Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of:
(a) any inability by you to open or close a Transaction; or
(b) any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

16. INDEMNITY AND LIABILITY (CONTINUED)

(7) Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss which is a side effect of the main loss or damage and which is not a foreseeable consequence of a breach of this Agreement including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation, caused by any act or omission of ours under this Agreement.

(8) Nothing in this Agreement shall limit our liability for personal injury or death.

17. REPRESENTATIONS AND WARRANTIES

(1) You represent and warrant to us, and agree that each such representation and warranty is deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time, that:
(a) the information provided to us in your application form and at any time thereafter is true and accurate in all respects;
(b) you are duly authorised to execute and deliver this Agreement, to open and to close each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;
(c) you will enter into this Agreement and open and close each Transaction as principal;
(d) any person representing you in opening or closing a Transaction will have been, and (if you are a company, partnership or trust) the person entering into this Agreement on your behalf is, duly authorised to do so on your behalf;
(e) you have obtained all governmental or other authorizations and consents required by you in connection with this Agreement and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;
(f) execution, delivery and performance of this Agreement and each Transaction will not violate any law, ordinance, charter, by-law or rule applicable to you, the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
(g) other than in exceptional circumstances, you will not send funds to your account(s) with us from, or request that funds be sent from your account(s) to, a bank account other than that identified in your account opening form or as otherwise agreed by us. Whether exceptional circumstances exist will be determined by us from time to time;
(h) if you are an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealing;
(i) you will not use our bid and offer prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;
(j) you will use the services offered by us pursuant to this Agreement in good faith and, to this end, you will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which we construct, provide or convey our bid or offer prices. In addition, you agree that using any device, software, algorithm, strategy or practice in your dealings with us whereby you are not subject to any downside market risk will be evidence that you are taking unfair advantage of us;
(k) you will use the services offered by us pursuant to this Agreement in good faith and, to this end, you will not use

any electronic device, software, algorithm, or any trading strategy that aims to manipulate or take unfair advantage of any Electronic Trading Service;
(l) you will not use any automated software, algorithm or trading strategy other than in accordance with the terms of this Agreement;
(m) other than as expressly permitted by us, you will not, and will not attempt to, communicate with us electronically via any customized interface using a protocol such as Financial Information Exchange protocol (FIX), Representational State Transfer (REST) or any other such interface;
(n) you will not submit or request information electronically from us in a manner that is likely to strain or overload any Electronic Trading Service;
(o) you will not and will not attempt to decompile any Electronic Trading Service including any of our web or mobile applications; and
(p) you will provide us with all information that we reasonably require to comply with our obligations under this Agreement and you will provide us with any information that we may reasonably request from you from time to time for the purposes of our compliance with Applicable Regulations;

(2) This Agreement contains the entire understanding between the parties in relation to the dealing services we offer.

(3) In the absence of our fraud, wilful default or negligence, we give no warranty regarding the performance of our website(s), our Electronic Trading Services or other software or their suitability for any equipment used by you for any particular purpose.

(4) Any breach by you of a warranty given under this Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, at our absolute discretion.

(5) If we have reasonable grounds for suspecting that you have breached a warranty given under this Agreement, we may render any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, at our absolute discretion, unless and until you produce evidence that satisfies us that you have not, in fact, committed the breach of warranty the suspicion of which was the ground for us taking action under this Term. For the avoidance of doubt, if you do not produce such evidence within the period of three months from the date on which action is taken by us under this Term, all such Transactions will be finally null and void as between you and us.

18. FORCE MAJEURE EVENTS

(1) We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will, in due course, inform the VFSC and take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:
(a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Instruments in respect of which we ordinarily deal in Transactions;
(b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
(c) the occurrence of an excessive movement in the level of any Transaction and/or the Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;
(d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
(e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

(2) If we determine that a Force Majeure Event exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:
(a) increase your Margin requirements;
(b) close all or any of your open Transactions at such Closing Level as we reasonably believe to be appropriate;
(c) suspend or modify the application of all or any of the Terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Term or Terms in question; or

(d) alter the Last Dealing Time for a particular Transaction.

19. QUERIES, COMPLAINTS AND DISPUTES

(1) Any queries should be raised with our trading services department or with one of our employees. Unresolved queries and complaints are handled by our compliance department according to our complaints procedure, a copy of which is available on our website(s) and is available on request. If you are dissatisfied with the result of our compliance department's investigation or with any action taken
by us as a result of such investigation, you may be able to refer the complaint for further investigation to the VFSC.
(2) Without prejudice to any of our other rights to close a Transaction under this Agreement, in any case where we are in dispute with you in respect of a Transaction or alleged Transaction or any communication relating to a Transaction, we may, at our absolute discretion and without notice, close any such Transaction or alleged Transaction, where we reasonably believe such action to be desirable for the purpose of limiting the maximum amount involved in the dispute, and we will not be under any obligation to you in connection with any subsequent movement in the level of the Transaction concerned. If we close one or more of your Transactions under this Term, such action will be without prejudice to our right to contend in relation to any dispute that such Transaction had already been closed by us or was never opened by you. We will take reasonable steps to inform you that we have taken such action as soon as practicable after doing so. Where we close a Transaction or alleged Transaction in accordance with this Term, the closing will be without prejudice to your rights:
(a) to seek redress or compensation for any loss or damage suffered in connection with the disputed or alleged Transaction or communication, prior to the closing; and
(b) to open a new Transaction at any time thereafter, provided that such Transaction is opened in accordance with this Agreement, which will be applied, for the purposes only of calculating any relevant limits or money required from you, on the basis that our view of the disputed events or communication is correct.

20. AMENDMENT AND TERMINATION

(1) We may amend this Agreement and any arrangements made under or in connection with this Agreement at any time by written notice to you. You will be deemed to accept and agree to the amendment unless you notify us to the contrary within 10 business days of the date of our amendment notice. If you do object to the amendment, the amendment will not be binding on you, but your account will be Suspended, and you will be required to close your account as soon as is reasonably practicable. Any amendment to this Agreement will come into effect on the date specified by us which will, in most cases, be at least 10 business days after you are deemed to have received notice of the amendment (unless it is impractical in the circumstances to give 10 business days' notice).

(2) Any amended agreement will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the new edition comes into effect. We will only make changes for good reason, including but not limited to:
(a) making this Agreement clearer;
(b) making this Agreement more favourable to you;
(c) reflecting legitimate increases or reductions in the cost of providing our service to you;
(d) providing for the introduction of new systems, services, functions, changes in technology and products;
(e) rectifying any mistakes that may be discovered in due course; (f) reflecting a change of Applicable Regulations; and
(g) reflecting changes in the way we do business.

(3) This Agreement and any arrangements hereunder may be Suspended or terminated by you by giving us written notice of Suspension or termination, which will take effect no later than 10 business days after actual receipt by our head office, unless a later date is specified in the notice. There is no obligation on you to enter into Transactions with us and there are no restrictions on you closing any open Transactions or cancelling any Orders and no restrictions on you withdrawing any money available on your account. Subject to Terms 20(1) and 20(4) we may terminate or Suspend this Agreement and any arrangements hereunder with you by giving you 30 days' written notice.

(4) We may immediately terminate this Agreement with you if:
(a) a Force Majeure Event has occurred and has continued for a period of 5 business days; or
(b) an Event of Default has occurred or is continuing.

(5) Any Suspension or termination of this Agreement will not affect any obligation that may already have been incurred by either party in respect of any outstanding Transaction or any legal rights or obligations that may already have arisen under this Agreement or any dealings made thereunder.

(6) Upon termination of this Agreement you will pay to us any outstanding Commission, Spread, Charges and Taxes due and, after satisfaction of any such outstanding sums, we will close your account.

21. GOVERNING LAW

(1) This Agreement and each Transaction entered into with you is in all respects governed by and construed and interpreted in accordance with the law of the Republic of Vanuatu and the courts of the Republic of Vanuatu will have non-exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with this Agreement, including any non-contractual disputes and claims. Nothing in this Term will prevent us from bringing proceedings against you in any other jurisdiction.

(2) If you are situated outside of the Republic of Vanuatu, process by which any proceedings in the Republic of Vanuatu are begun may be served on you by being delivered to the address provided by you when you opened your account or to any new address subsequently notified to us. Nothing in this Term affects our right to serve process in another manner permitted by law.

22. DEFINITIONS AND INTERPRETATION

In this Agreement:
‘Agreement’ means this agreement and all schedules, Product Modules, the Product Details, any ancillary documents referred to herein and any amendments thereto. For the avoidance of doubt this agreement supersedes and replaces any previous customer agreement in force between you and us which dealt with Transactions;
‘Applicable Regulations’ means: (a) the VFSC Rules; (b) rules of a relevant regulatory authority; (c) the rules of a relevant Exchange; and (d) all other applicable laws, rules and regulations as in force from time to time, as applicable to this Agreement, any Transaction, or our Electronic Trading Services;
‘Attached Order’ means an Order that relates to or is referenced to an existing Transaction that you have with us;
‘Base Currency’ means the currency agreed in writing between the parties, or failing any such agreement, US Dollars;
‘Business day’ means any day other than a Saturday, Sunday and a public holiday in Vanuatu;
‘Charges’ means any transaction or account costs, fees or other charges notified to you from time to time;
‘Closing Level’ means the level at which a Transaction is closed;
‘Contract for Differences’ or ‘CFD’ is a type of Transaction the purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price of an Instrument but specifically excludes any Transactions which are dealt with in a separate Product Module. Types of Contracts for Differences include, but are not limited to, Foreign Exchange CFDs, Futures CFDs, Option CFDs, Share CFDs and Stock Index CFDs;
‘Contract Value’ means the number of shares, contracts or other units of the Instrument that you are notionally buying or selling multiplied by our then current quote for the Transaction in question;
‘Currency’ shall be construed so as to include any unit of account;
‘dollars’ and ‘$’ denote lawful currency of the United States;
‘Electronic Conversation’ means a conversation between you and us held via our Electronic Trading Services;
‘Electronic Trading Services’ means any electronic services (together with any related software or application) accessible by whatever means we offer including without limitation trading, direct market access, order routing, API or information services that we grant you access to or make available to you either directly or through a third party service provider, and used by you to view information and/or enter into Transactions and ‘Electronic Trading Service’ shall mean any one of those services;
‘Eligible Counterparty’ has the meaning given to this term in the VFSC Rules;
‘euros’ and ‘€’ denote lawful currency of the Eurozone countries of the European Union;
‘Exchange’ means any securities or futures exchanges, clearing house, self- regulatory organizations, alternative trading system, organized trading facility or multi-lateral trading facility as the context may require from time to time;
‘Exchange Rate’ means the rate (in relation to two currencies in respect of which you may wish to open a Foreign Exchange CFD) at which a single unit of the first currency that you state may be bought with or, as the case may be, sold in, units of the second currency that you state;
‘Expiry Transaction’ means a Transaction which has a set contract period, at the end of which the Expiry Transaction

expires automatically;
‘VFSC’ means The Financial Conduct Authority or any organization that will replace the VFSC or take over the conduct of its affairs;
‘Foreign Exchange CFD’ or ‘FX CFD’ is a form of CFD that gives you exposure to changes in value of an Exchange Rate, but unless you and we expressly agree separately in writing, it cannot result in the delivery of any Currency to or by you;
‘Futures CFD’ is a form of CFD that gives exposure to changes in the value of a futures contract. It is not a futures contract traded on any Exchange and unless you and we expressly agree separately in writing, it cannot result in the delivery of any Instrument to or by you;
‘Instrument’ means any stock, share, futures contract, forward or option contract, commodity, precious metal, Exchange Rate, interest rate, debt instrument, stock or other index, digital asset (including any virtual currency) or other investment in respect of which we offer to deal in Transactions;
‘Last Dealing Time’ means the last day and (as the context requires) time before which a Transaction may be dealt in, as set out in the Product Details or otherwise notified to you, or otherwise the last day and (as the context requires) time on which the underlying Instrument may be dealt in on the relevant Underlying Market;
‘Linked Transactions’ means two or more Transactions in respect of which we agree not to call for, or apply, the full amount of Margin as a result of the relationship between such Transactions;
‘Margin’ or ‘Margining’ means the amount of money you are required to pay us in order to open and maintain a Transaction;
‘Market Maker’ means a firm that provides on request buy and sell prices for an Instrument;
‘Market Maker Share’ means all shares that are not Order Book Shares and are generally quote rather than electronic order driven;
‘Market Spread’ means the difference between the bid and offer prices for a transaction of equivalent size in an Instrument, or a related Instrument, in the Underlying Market;
‘Master Netting Agreement’ means the two-way netting agreement set out at Schedule A to this Agreement regarding all Transactions entered into by you pursuant to this Agreement that will apply to you;
‘Minimum Size’ means, in respect of a Transaction in which a Minimum Size applies, the minimum number of shares, contracts or other units of an Instrument that we will deal on, which in most cases is specified in the Product Details and, where not so specified, we will inform you of on request;
‘Normal Market Size’ means the maximum number of stocks, shares, contracts or other units that we reasonably believe the Underlying Market to be good in at the relevant time, having regard, if appropriate, to the exchange market size set by the London Stock Exchange or any equivalent or analogous level set by the Underlying Market on which the Instrument is traded;
‘Opening Level’ means the level at which a Transaction is opened;
‘Option CFD’ is a form of CFD that gives exposure to changes in option prices. It is not a traded option, and it cannot be exercised by or against you or result in the acquisition or disposal of any Instrument to or by you;
‘Order’ means a Stop Order, Limit Order, Market Order, Points through current
Order and/or Partial Order, as the case permits;
‘Order Book Share’ means all shares that are traded using a fully electronic order book and order matching system such as SETS;
‘Order Execution Policy’ means a document that describes all of our order execution arrangements in place to ensure that, when executing order, we take all sufficient steps to obtain the best possible results for clients in accordance with the VFSC Rules;
‘Privacy Notice’ means the document that details how we manage and use your personal information, when and how it may be disclosed, how you may apply for details of the information relating to you that is held by us and other matters relevant to the same;
‘Product Details’ means the section of the public pages of our website designated as the Product Details, as amended from time to time.
‘Product Module’ means a product specific module which forms part of this Agreement and sets out the terms and conditions that apply to specific types of Transactions and/or services that we provide or supply to you;
‘Retail Service Provider’ means a firm that provides on request buy and sell prices for an Instrument;
‘Risk Disclosure Notice’ means the notice provided by us to you in compliance with VFSC Rules regarding the risks associated with Buying and Selling Transactions under this Agreement;
‘Rollover Size’ for any Instrument is as set out in the Product Details;
‘Rules’ means articles, rules, regulations, procedures, policies and customs, as in force from time to time;
‘Security Details’ means one or more user identification codes, digital certificates, passwords, authentication codes, API keys or such other information or devices (electronic or otherwise), to enable your access to any Electronic Trading Services;

‘Share CFD’ is a form of CFD that gives exposure to changes in share prices. It is not an agreement to buy or sell any number of shares and, unless you and we expressly agree separately in writing, it cannot result in the delivery of any shares to or by you. The share Instrument upon which the Share CFD is based may be an Order Book Share or a Market Maker Share;

‘Spread’ means the Market Spread and our Spread Charge;

‘Statement’ means a written confirmation of any Transactions, any Orders that you set and/or edit, and any Commission, Spread and other applicable Charges and Taxes that we apply;

‘Stock Index CFD’ is a form of CFD that gives exposure to changes in the value of a stock index. It is not an agreement to buy or sell any number of shares and unless you and we expressly agree separately in writing, it cannot result in the delivery of any shares to or by you;

‘Summary Conflicts Policy’ means a summary of the main terms of our Conflicts Policy as it applies to Retail Clients;

‘Summary Order Execution Policy’ means a summary of the main terms of our Order Execution Policy as it applies to Retail Clients;

‘System’ means all computer hardware and software, applications, equipment, network facilities and other resources and facilities needed to enable you to use any Electronic Trading Service;

‘Taxes’ means any taxes or levies including stamp duty, financial transaction taxes and/or other applicable taxes or levies notified to you from time to time;

‘Transaction’ means a future, option, contract for differences, spot or forward contract of any kind in relation to any Instrument (including a security) or any combination of Instruments and means either or both Expiry Transactions or Undated Transactions as the context requires;

‘Unattached Order’ means an Order that relates to or is referenced to a proposed Transaction that will come into effect if and when the Order is executed;

‘Undated Transaction’ means a Transaction with an indefinite contract period that is not capable of expiring automatically; and

‘Underlying Market’ means an Exchange, Market Maker, Retail Service Provider and/or other similar body and/or liquidity pool on which an Instrument is traded or trading in that Instrument takes place as the context requires.

Dated: 5/08/2022

DEPOSITS AND WITHDRAWAL POLICY OF Solaris Markets Limited LTD

INTRODUCTION

Trading in any investment product requires the client (“client”, “customer”, “you”, “your”) to deposit money on its online trading account held with Solaris Markets Limited (“we”, “us”, “our”).

As a result of your trading activity your balance will increase or decrease depending on the amount of your realized profits or losses. Subject to the terms below, you may withdraw at any time your balance, net of any collateral locked in as margin for open positions, and net of any non-withdrawable amount (e.g., trading bonus) back to your own bank account, credit card or e-wallet.

Deposits and withdrawals carried out to and from us are regulated by:

- this Deposit and Withdrawal policy;

- generally applicable terms and conditions, including Section 14 of the Clients Trading agreement;

- applicable laws and regulations of the Republic of Vanuatu;

- international AML/CFT regulations; and

- any amendments to the above, including any official notice that might be published on our website.

Finally, We reserve the right to implement any other security and anti-money laundering rules, provisions and regulations we deem necessary or desirable in order to prevent or limit money laundering, fraud or any other crime or action which we believe may expose us to liability or loss.

DEPOIST AND WITHDRAWAL OPTIONS

We offer a number of payment options for our clients to open and fund their Accounts and to meet Margin Calls. The full list of current payment options is available on our Website.

All funds must be cleared funds before they are treated as satisfying a Margin Call or can be made available for you to use in dealing in Products.

We will use all reasonable efforts to process your withdrawal using the same payment option you have used to fund your Account. Where this is not possible for any reason, we will pay you through electronic transfer.

We may ask any third party used to fund an Account to verify their identify and we may refuse to accept or return any payment of money from any third party or from any account of any third party.

We do not accept any liability or responsibility for any loss, cost or expense incurred or suffered by you in connection with such non-acceptance or return, including because you are subsequently in default of your obligations to us.

We only accept electronic and traceable payment of cash or cash equivalent as opening collateral or funding of your Account.

We do not pay or charge interest on credit balances or debit balances in the currency ledger on your Account.

We may, in our sole discretion, refuse to process a Withdrawal request or place a payment hold on any part of all of your funds in your Account for any reason, including if we have a reasonable suspicion that you have breached this Agreement.

AML LIMITATIONS

According to generally acceptable AML rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds.

Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made.

In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply.

Without derogating of the foregoing, we may execute withdrawals to a different facility than the one used for the deposit, subject to Anti Money-Laundering regulations.

Furthermore, when it comes to withdrawals, Client may be required, either by us or by the sender, correspondent or recipient bank, to provide additional evidence, in the form of information and documents, to prove that the beneficiary account is in fact owned and controlled by the same ultimate beneficiary owner of the trading. account held with us.

FEES

Deposits and Withdrawals are subjected to processing and handling fees. Those fees will be deducted from the deposited amount or from the transferred withdrawn amount. You might check at any time the applicable fees on our website.

PROCESSING A DEPOSIT

When you process a deposit, you should:

- send the payment only from a bank account that is owned and controlled by the (legal or natural) person who holds the trading account with us

- indicate your trading account number in the description field of the payment

- send us a receipt of your payments, either via email or by uploading it in the dedicated section of our website that is visible after you log in the client area.

You cannot make a card deposit over the phone or in person at one of our offices; all card deposits must be made online either within the trading platform or the client portal. We accept no responsibility if a client cannot deposit in this manner.

We haves the right not to accept card deposits from clients, meaning in this case only bank transfers are acceptable.

We will not accept deposits from people or companies with which it does not have an account (known as “third party payments”). If a deposit is received which is not recognized and cannot be matched to our client’s trading account, it will be held returned back to source, at the source’s own cost.

If you deposit from a Corporate bank card or make a Corporate bank account transfer, you will be required to send a board resolution authorizing the transaction, before the funds are applied to your trading account.

We reserve the right to investigate with the relevant authorities any suspected fraudulent use of cards as advised by its card processor through its online fraud protection measures

REQUESTING A WITHDRAWAL

In order to process your withdrawal request, you must:

Request a withdrawal from the dedicated section of the client area on our website.

Choose the “From” and “To” accounts

Select a Method of Withdrawal

All compliance documentation must have been received by us and approved by our compliance officer in order to proceed with the withdrawal.

Beneficiary Name must match the name on the trading account. Requests to transfer funds to third party will not be processed.

For a card to be verified the client must have made at least one deposit using the card and must have fully passed through the online fraud protection measures of the card processor. We cannot send funds back to an expired card.

For a bank source to be verified the client must provide a copy of the bank statement clearly showing their address and account details (and if requested the document should be certified).

PROCESSING TIME

For Deposits: Once the funds you send are cleared in our bank account or e-wallet, and assuming that there are no irregularities, they are usually applied to your account immediately and in any case within 1 working day.

For Withdrawals: The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually up to five business days). Note that it might take longer for withdrawals to bank accounts due to the additional security procedures in force.

The request will generally be processed by us within 2 business days from receipt. In order to avoid any delays please review your information carefully before submitting your request. We assume no responsibility for errors or inaccuracies made by the account holder. We cannot monitor and are not responsible in any way for the Client's Credit Card Company or bank's internal procedures. Client must follow up with the credit card or respective bank independently.

Funds are released to your credit account once your credit card merchant has debited the funds from our account. This process may take up to 5 business days or more to reflect on your credit card account balance. If you do not have online access to your credit card, it should appear on the next billing statement(s) depending on your card's billing cycle.

Please note clearly that we are not committed to any time frame and that any additional charges imposed by third parties shall be deducted from the deposit or the withdrawal, as applicable.

Additional Charges: If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These charges are usually placed for transmitting the wire for your bank. We are not involved with and have no control over these additional fees. Please check with your financial institution for more information.

CREDIT/DEBIT CARDS AND CURRENCIES

For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), your credit card will be debited properly in accordance with amount deposited and the applicable exchange rates. In addition to the exchanged sum deposited, additional credit cards fees may apply (as a result, in such cases you may notice discrepancies between the sum of deposit and the sum charged on your credit card). Customers must accept these slight variations that can occur and won't try to charge this back.

If you have used a credit card to deposit money, the same credit card must be used to receive the proceeds of a withdrawal. However, the amount of withdrawal per credit card is typically only allowable (by the credit card company's own policies) to an equal amount of money deposited per credit card or less. Greater amounts must be wire-transferred to a bank account.

We may accept payments into the account in different currencies and any payments due to or from us and any net balances on the account shall be reported by us in the respective currency; The account is maintained in US Dollars ("Base Currencies") and any other currency will be converted at the exchange rate existing at the point of conversion.

FEES AND TAXES

You agree that you shall pay all transaction costs, including currency exchange costs and wire fees. We reserve the right to invoice you for any transaction costs we encounter as a result of your use of the Services

You shall be solely responsible for the payment of all taxes, excise or other payments which you are supposed to pay according to the legislation of the country of your residency and which arise out of your use of the Service of the Company. Without limiting the foregoing, you agree that in case such a requirement arises out of the legislation of the country of your jurisdiction, the Company may withhold the tax from the sums which result from your activity with the Company. In this case, the Company reserves the right to withhold amounts for such taxes or to invoice you for any such applicable taxes if this is the case according to the legislation of the country of your jurisdiction. Upon creation of your Account or prior to processing of a Withdrawal, we may require you to complete certain tax documents.

We reserve the right to charge additional withdrawal fees:

• if there is insignificant (one single position placed on the Trading Account only) or no trading activity in the trading account prior to the submission of the withdrawal request.

• if You fail to provide to us accurate and/or necessary and/or adequate information/documentation for the verification of your identity and/or address as may be requested from time to time by the date of submitting a withdrawal request.

• if we decide to process a refund to you due to your failure to provide to us accurate and/or necessary and/or adequate information/documentation for the verification of your identity and/or address as may be requested from time to time and/or for any other reason we deem necessary.

ADDITIONAL CONDITIONS

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to regulations and policies, including those set in order to prevent money laundering. Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by us, at our sole discretion.

This policy was approved by director(s) of Solaris Markets Limited, on 5 August 2022.

COMPLAINT HANDLING PROCEDURES

All complaints will be properly handled and promptly investigated in accordance with these Procedures.

1. Purpose

This policy aims to set standards to be followed in complaints handling and to enhance the complaints handling policies and processes of The Company.

Specifically, this policy aims to achieve the following objectives:

- Minimise reputation risk by promoting consistency in dealing with complaints and ensuring procedures at the business level are to an appropriate standard;
- Provide independent consideration of complaints that may have significant monetary, legal or reputational impacts;
- Assist the monitoring of complaints with procedures at the appropriate level to ensure stated performance standards are met;
- Establish recording and reporting processes to promote good client service and to better identify and address systemic problems;
- Increase the level of client satisfaction with the service provided by The Company and enhance its relationship with its clients;
- Recognise, promote and protect clients' rights, including the right to comment and complain;
- Provide an efficient, fair and accessible mechanism for resolving client complaints;
- Provide information to clients on The Company Complaint Handling Procedures; and
- Monitor the type of complaints received in an endeavour to improve the quality of services and assist in the identification of recurring or systemic issues.

2. Fairness / Objectivity

These Complaint Handling Procedures recognise the need to be fair to the complainant and their needs to be heard. The appointed Complaints Officer has:

- Good interpersonal and communication skills;
- Ability to understand and isolate issues;
- Willingness and ability to deal with stress and emotions without becoming defensive;
- Good understanding of the business;
- Sound negotiation skills;
- Willingness to take responsibility for dealing with and tracking complaints; and
- Authority to resolve the complaints.

The Company has implemented procedures to enable complainants to represent their side of the issue, both orally and in writing, and to comment on anything prejudicial to their case.

Each complaint or dispute will be addressed in an equitable, objective and unbiased manner. Where possible, a complaint will be investigated by staff not involved in the subject matter of the complaint or dispute.

3. Accessibility

The aggrieved client must know how to lodge a complaint, when to do so and to whom to address his or her concerns.

Clients have the right to complain and to know that their complaint is being treated seriously and in a timely manner. Complainants will be advised when to anticipate or expect a reply and any explanations for any delays will be relayed as soon as possible and clients will be notified of a date as to when to expect a decision.

Complaints may be made by letter, telephone, email or in person. Complaints shall be filed in English language

4. Resources

Senior management is committed to ensuring that complaints are handled effectively and efficiently and that adequate resources are allocated to handling complaints.

5. Visibility

The existence and the method of accessing a complaints handling system is promoted and brought to a client's attention in order to encourage clients to make their complaints known to The Company.

6. Responsiveness

The Company has established target time limits that are reasonable for each stage in the complaints handling process (refer section 10 below). The essence of good complaints handling is to deal with complaints in a timely manner and preferably resolve them as soon as possible. This is most beneficial for all concerned.

7. Analysis and evaluation of complaints

Systemic problems tend to indicate a recurring fault in a product or service, which can be corrected once the problem is identified. The Company will analyse the complaints data it records by reference to the type, subject and outcome of complaint, timeliness of response and any other categories it considers relevant. By evaluating complaints, The Company will be able to isolate the cause of the problem and hence, can take remedial action.

From this information The Company can formulate, change and redesign its business practices and procedures if necessary. Early detection of faults and problems can reduce further complaints and therefore reduce costs to The Company in the long term.

8. Staff awareness / feedback

These procedures incorporate notifying staff, representatives and other relevant people about the trends identified from an analysis of the Complaints Register. In particular, details as to the cause of the complaints will be provided to staff so that they have an opportunity to rectify problem areas and improve communications.

9. Definition – what is a complaint?

The Company has established procedures for dealing with enquiries and complaints (refer section 10 below). The Company will ensure that the complaint is considered and, if possible, resolved within a reasonable time.

For the purposes of this policy, a "complaint" is defined as:

"An expression of dissatisfaction made to The Company, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected."

A complaint may be distinguished from:

- a general enquiry, for example the client is merely seeking information; or
- an expression of dissatisfaction about matters which are outside the control of The Company, for example market conditions.

A matter raised by a person over the telephone that is handled without the need for a response to that person and that does not warrant any further attention is not a "complaint" for the purposes of this policy.

Even if no further response needs to be given to a person who has raised a particular matter, that matter may deserve further attention, perhaps because the circumstances of the complaint are unusual, or the matter is part of a pattern of similar enquiries.

A person who is not a client of The Company may make a complaint. A complaint may be received verbally or in writing.

10. Complaints Handling Procedures

The following Complaint Handling Procedures are to be followed where a complaint arises:

(i) Where a client identifies that they wish to make a complaint, inform them that they may make the complaint in writing or verbally.

(ii) Where the initial complaint is made verbally, invite the client to send the details of the complaint in writing. If the client elects to send the information in writing proceed to procedure (x).

(iii) Where the complaint is made verbally, refer the details to the Complaints Officer so that s/he can record the details in the "Complaints Register" including the client's name, full details of the complaint, the time and date the complaint was received. Complete the form entitled "Checklist – Complaints" (attached as Appendix A) and determine what it is that the client wants. This form is to be given to the Complaints Officer to file in the Complaints Register.

(iv) Attempt to resolve the complaint verbally. Determine whether the client wishes to physically meet with the Complaints Officer to provide any additional information or elaborate on their complaint.

(v) Empathise with the client in a courteous manner and do not attempt to lay blame or be defensive. Never be condescending or arrogant.

(vi) If the matter requires further time for investigation and resolution, the Complaints Officer will keep in regular contact with the client advising the status of the matter and each time confirming when the next communication should be expected. The delay between communications providing feedback should not exceed 3 business days.

(vii) Check whether the client is happy with the proposed course of action and if not proceed to procedure (x).

(viii) If the complaint is resolved, advise the Complaints Officer to enable the details of the resolution to be recorded in the Complaints Register if required. In this regard it should be noted that where a complaint is resolved to the client's complete satisfaction by the end of the fifth business day after the complaint was received, The Company is not required to apply the full IDR process.

(ix) If the complaint is not resolved, request the client to notify The Company in writing with the full details of the issues.

(x) Upon receipt of a written complaint provide a copy of the letter of complaint to the Complaints Officer. Complete the form entitled "Checklist – Complaints" (attached as Appendix A). This form is to be given to the Complaints Officer to file in the Complaints Register.

(xi) The Complaints Officer will aim to send a written acknowledgement to the client immediately or as soon as practicable (and at least within 5 business days of receipt of the complaint) and inform the client that the complaint will be investigated.

(xii) Where a complaint is not resolved to the client's complete satisfaction by the end of the fifth business day after the complaint was received, the Complaints Officer must record the details of the complaint in the Complaints Register including the client's name, full details of the complaint and the date the complaint was received.

(xiii) The Complaints Officer must review the letter of complaint and determine if there is any information that appears to be missing from the written complaint that would assist in the investigation of the matter.

(xiv) Investigate the allegations set out in the letter of complaint. Prepare a record of the investigations undertaken and the results of the investigation.

(xv) Prepare a written response to the client providing the reasons for reaching the decision, address all the allegations contained in the complaint and any proposed remedy, including compensation (where appropriate).

(xvi) The Complaints Officer will aim to send a final response to the client within 28 days. If this time frame is not met the final response to the client must be sent by the Complaints Officer within a maximum of 45 days of receipt of the complaint.

A 'final response' requires that The Company must write to the complainant within 45 days, informing them of the final outcome of their complaint or dispute at IDR.

A final response is not required when a complaint is resolved to the complainant's satisfaction by the end of the 5th business day from when the complaint was received, and the complainant has not requested a response in writing.

11. Cost

The investigation of a complaint by The Company shall be at no charge to the complainant.

12. Informing Clients of Complaints Handling Procedures

All prospective clients are to be provided with a copy of the Summary of Complaint Handling upon request.

13. External Dispute Resolution Scheme

Complainants dissatisfied with the decision of The Company can pursue a complaint with the VFSC

14. Confidentiality

Personally identifiable information concerning the complaint will be kept confidential and not disclosed unless needed for the purpose of addressing the complaint or if the client's consent is obtained, or as otherwise required by law. The Company may disclose statistical non-personally identifiable complaints data.

15. Prevention is better than cure

Dealing with complaints can be time consuming, costly and stressful, especially if records are poorly maintained. It is imperative that representatives maintain a consistent approach when dealing with clients. This will ensure that complaints are kept to a minimum.

16. Remedies Available to Resolve Complaints

Where it is determined that the allegations made by the complainant are founded and that the complainant has incurred financial loss, an appropriate remedy must be determined. Generally, such a remedy will include financial compensation being made to the complainant by The Company and a formal apology being issued to the client.

The extent of any financial compensation will be determined based on the individual circumstances of each complaint and include an assessment of any contributing or mitigating factors where it may be reasonable that a fair apportionment of the financial loss be made between the client and The Company.

The principles of fairness must be followed in all aspects of complaint handling. Hence, an appropriate remedy must be considered which reflects what is fair and reasonable, taking into account legal obligations, industry practice and client relations.

Remedies could include:

- Providing a refund of fees (partial or full financial compensation depending on the circumstances);
- Returning the client to a position equivalent to where they were before trading with The Company;
- Reducing the fees going forward;
- Providing adequate information to explain the actions of The Company; and
- Any other action considered appropriate (and approved by one of the Responsible Managers) depending on the individual circumstances.

17. Unable to Resolve a Client's Complaint

If The Company is not able to resolve a complaint to a client's satisfaction, then the client has the right to take their complaint to the VFSC.

18. Complaints Register

The Company will maintain a Complaints Register, which will record details of all complaints. Information will be collected in accordance with the Complaints Handling Procedures.

19. Reporting

The Complaints Officer will compile a quarterly report with statistics and commentary regarding complaints handling for that period for reporting purposes.

20. Continual Improvement

The Company is committed to the continual improvement of the Complaints Handling Procedures and the quality of products and services it provides.

Regular reviews of the Complaints Handling Procedures will be conducted to identify areas for improvement. Reviews will generally be conducted at least every 2–3 years, to ensure that the complaints procedures are operating effectively.

This manual was approved by the director of The Company, on 5 August 2022.

APPENDIX A to the COMPLAINT HANDLING PROCEDURES

INTERNAL COMPLAINTS HANDLING PROCEDURES CHECKLIST – COMPLAINTS

All complaints must be forwarded to the Complaints Officer for action.

The following information should, wherever possible, be obtained and recorded and provided to the Complaints Officer to ensure the complaint is expedited in the most efficient and fair manner:

Name of client:

Account Number:

Contact details for client:

Phone:

Mobile:

Email:

Address details for client:

Nature of the complaint:

Damages sought:

Details of the complaint:

(including time and date the matter leading to the complaint occurred, the representative(s) involved in the complaint).

Request any documentation held by the client that may assist in the understanding and resolution of the complaint.

Attach any documentation or other material that may assist in the resolution of the complaint (including an initial written response to the allegations by the representative(s) involved).

REPRESENTATIVE NAME

DATE