

**RISK WARNING:**

Trading leveraged derivative products such as Foreign Exchange (Forex), Contracts for Difference (CFDs), or other financial derivative products carry a high level of risk to your capital. All these products, which are leveraged derivative products, may not be appropriate for all investors. The effect of leverage is that both gains and losses are magnified. The prices of leveraged derivative products may change to your disadvantage very quickly, you can lose more than your invested capital, and you may be required to make further payments. Before deciding to invest in any financial product, you should carefully consider your investment objectives, trading knowledge and experience, and affordability. You should only trade in Forex and CFDs if you have sufficient knowledge and experience of the risky nature of the products, the risks involved in trading such products, and if you are dealing with money that you can afford to lose. You should seek independent professional financial advice if you are in any doubt.

## 1. THIS AGREEMENT

### 1.1. INTRODUCTION

- a) These Terms together with your completed and submitted Application Form comprise the Client Agreement between Felix Markets Ltd ("we", "us" or "Felix Markets"), a regulated broker company providing trading in financial and commodity-based derivative instruments and other securities registered and headquartered in Moheli (registration number: HT00324040).
- b) the Client is comprised of two or more legal persons, then a reference to a right or obligation of the Client under this Agreement or a transaction contemplated by this Agreement confers that right or imposes that obligation jointly and severally on those persons.
- c) This is a master agreement and sets out the terms and conditions upon which dealings between you and us relating to the provision of advice to the Client or the execution of Orders.
- d) This Agreement is in addition to other documents that may have been exchanged and/or executed between the parties. You should read this Agreement carefully and any other documents given to you that apply to you.

**Margin FX and Contracts-for-difference (CFDs) Transactions you enter into pursuant to the terms of this Agreement carry a high level of risk. A more detailed explanation of the risks associated with these transactions is set out in our Risk Disclosure Notice. You should ensure that you fully understand such risks before entering into this Agreement or any transaction with us.**

By signing and submitting the Application Form by email or electronically via our website, or by taking any action consistent with your agreement to these terms and conditions, you confirm that you:

- a) have received, read and understood this Agreement, including our current Legal Documents on our website; and
- b) agree that we will provide our Products and Services to you on the terms and conditions of this Agreement.

### 1.2. TRADE AT YOUR OWN RISK Felix

Markets is under no obligation:

- a) to satisfy we as to the suitability of any Position for you;
- b) to monitor or advise you on the status of any of your Positions;
- c) prevent you from trading beyond your means or ability or to protect you; or
- d) to close any open Position.

### 1.3. DEFINITIONS AND INTERPRETATION

- a) Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

**Accept or Acceptance** means, except in the case of a Third-Party Online Platform, if the Client, or an Authorised User, indicate by either telephone, email, face-to-face, or through an Online Service that they accept the Trade Contract Terms provided by Felix Markets.

**Account Value** means the currency value of the Client's Account, which is calculated by Felix Markets combining:

- a) the equivalent balance of your Account in the Felix Markets client money trust account;
- b) the Realised/Unrealised Losses and Realised/Unrealised Gains.
- c) indicative costs to Close (fees, Overnight interest); and
- d) the values of Positions not yet booked

**Application Form** means the form a client must complete and submit to apply to open an account with Felix Markets.

**Authorized User** means a person authorized by the Client to access Felix Markets' services and/or enter into Orders on the Client's behalf.

**Base Currency** means the first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.

**Bought Swap Rate** means the interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.

**CFD** means a Contract for Difference.

**Client, you or your** means the Client named in this Agreement, together with its subsidiaries, affiliates, successors and/or assigns, as well as its officers, directors, employees and agents.

**Client Agreement** means the completed Application Form and these Terms.

**Close of Business** means 18:00 GMT+3

**Closed Out** means the termination of all or part of an Order.

**Close-Out Date** means the date on which all or part of an Order is Closed-Out.

**Close-Out Value** means the Order Value at the Close-Out Date.

**Corporate Action** means payment of a dividend, scrip dividend or special dividend, a rights issue, open offer or free distribution of shares by way of a bonus, capitalization or any other offer or issue to the holders of the underlying asset, a takeover, reverse takeover, merger, demerger, listing, delisting or suspension from listing or any analogous event directly affecting holders of the underlying asset;

**Currency Pair** means the Base Currency and the Term Currency for a Margin FX contract.

**Cut-Off Time** means the time (AEST) for the destination country of the international payment by which cleared funds to need to be received by us for an international payment to be made on any Day. These times are set out on the Website.

**Day** means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by Felix Markets for that purpose.

**Daily Statement** means an Account statement issued by Felix Markets daily. Daily Statements include details of:

- a) your open Positions.
- b) your new Positions.
- c) the opening cash balance on your Account, together with details of Account movements such as deposits, withdrawals or settlements.
- d) your closing Account balance for the day.
- e) profits or losses made on Open Positions (your open trade equity);
- f) the value of your Positions and movements on your Account in the currency in which your Account is denominated, indicating, where appropriate the consolidation rates used;
- g) other items affecting your Accounts, such as Rollover Benefits or Rollover Charges applied to your Account.
- h) profit or loss made on open Positions (your open trade equity);
- i) the liquidation value;
- j) your Total Margin Requirement; and
- k) your Margin excess or deficit.

#### **Default Event**

- a) Each of the following constitutes a Default Event:
  - i. (Any acts or omissions on the part of the Client;
    - Authorized User; or
    - the Client or Authorised User's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools) which in Felix Markets sole discretion, are deemed as being:
      - negligence;
      - mistake;
      - wilful misconduct, (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping, arbitraging off-market pricing);
      - the use, or allowing any other person (whether or not an Authorized Person) to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of the way in which Felix Markets constructs, provides or conveys its bid or offer prices;
      - same electronic identification point (i.e., IP address) as other client or communication with other clients;
      - use of excessive leverage;
      - money laundering;
      - suspicious trading activity;
      - placement of opposing orders so as to abuse guaranteed fill;
      - the breach of any law; or
      - the breach of any provision of this Agreement.

- ii. the Client or their Guarantor becomes insolvent or bankrupt;
  - iii. the Client is deceased or becomes of unsound mind;
  - iv. the Client fails to provide any Margin or amounts due under this Agreement on time in respect of any Positions, or the Margin held by Felix Markets in respect of any Positions falls below the Margin Requirement.
  - v. the Client is in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to Felix Markets in connection with this Agreement is or has become untrue or misleading.
  - vi. any fee or charges or other payments due to Felix Markets are not paid in accordance with this Agreement.
  - vii. at any time or for a period the client is not contactable or does not respond to any notice of correspondence from Felix Markets.
  - viii. Felix Markets reasonably considers it necessary for the protection of its rights under this Agreement;
  - ix. Felix Markets is requested by any regulatory body or authority;
  - x. Your Account balance falls below the Minimum Margin Requirement;
  - xi. any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, Felix Markets reasonably decides that it cannot continue to deal with the Client while the litigation is pending;
  - xii. the Client fails to provide, within 10 days of a written request, all information which Felix Markets requested in connection with this Agreement;
  - xiii. Felix Markets has reason to believe the client is unable to manage the risk that arises from their Positions;
  - xiv. the Client fails to comply with any limit or restriction imposed on them by Felix Markets in connection to the Account (for example, a restriction on the kind, volume or value of Orders);
  - xv. any change in law or interpretation which makes it unlawful for us to perform any provision of the Agreements; and
  - xvi. If a chargeback occurs.
- b) in the case of a body corporate:
- i. the Client goes into liquidation, voluntarily or otherwise, or a liquidator, receiver, an administrator is appointed
  - ii. a valid deed of guarantee and indemnity with respect to the obligations under this Agreement has not been provided to Felix Markets.
- c) In the case of a trust, the Client ceases to be the trustee of the trust or the relevant trust is terminated.

**Deposit** means the amount deposited by the Client with Felix Markets as requested by Felix Markets in relation to all Financial Products, at the time of booking and at any time prior to the Value Date which is a part-payment toward the agreed Order value and not client monies. Deposit includes amounts deposited by the Client with Felix Markets as requested by Felix Markets in respect of any anticipated or existing Open Positions which the Client has or will have with Felix Markets.

**Financial Product** means a foreign exchange contract or a transaction in which a Client and Felix Markets enter into an OTC derivatives contract based on the value of an underlying

asset or assets (including but not limited to a currency or currency pair, a commodity, a precious metal or an index).

**Force Majeure** means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labor difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of Felix Markets' hardware or systems, unless occurring as a result of an act, omission, default or negligence of the Client or Felix Markets.

**Free Balance** means, at any time, the excess (if any) of the balance of the Client's account at that time over the required Deposit.

**Futures CFD** means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a futures market.

**Fully Hedged Position** means an Open Position that is equal and opposite of another Open Position.

**Guarantor** means any person(s) identified as such in the Application Form.

**Hedged Position** is as defined in clause 3.7.

**Instruction** means any instruction or request given by the Client to Felix Markets relating to the execution of a Financial Product as provided for under clause 8.2.

**Insolvency Event** means any steps taken for:

- a) the winding-up, dissolution or administration of the Client;
- b) the Client to enter any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or
- c) a receiver, receiver and manager, or other controllers, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

**Law** means any local or foreign law, regulation or judgment, court order or sanctions regimes which Felix Markets is subject to.

**Long Party** means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally bought the underlying asset or assets to the OTC derivative contract.

**Margin Call** means an amount, in addition to the Deposit, as solely determined by Felix Markets.

**Margin FX** contract means a Margin Foreign Exchange contract.

**Mark to Market** means the daily revaluation of an OTC derivatives contract entered between Felix Markets and the Client to reflect its current market value rather than its original

contract value. Felix Markets shall have the right, at its sole discretion, to determine the Mark to Market value daily.

**Merger Event** means in respect of any underlying asset:

- a) any reclassification or change of the underlying asset that results in a transfer of or an irrevocable commitment to transfer all outstanding securities of the same class as the underlying asset to another entity or person.
- b) consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant underlying asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person, and which does not result in a reclassification or change of all outstanding securities of the same class as the underlying asset); or
- c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 50% or more of the outstanding securities of the same class as the underlying asset that results in a transfer of or irrevocable commitment to transfer all such securities (other than such securities owned or controlled by such other entity or person).

**Notice** means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

**Off quotes** means the error message in the MT5 platform, indicating that no price is currently available, or the last prices are no longer considered valid market prices. This error typically occurs in two scenarios: when there is a disruption in connectivity with the trading platform, or when the best available price for asset falls outside the specified maximum deviation range. Off quotes are frequently encountered during volatile markets or low liquidity periods.

**Online Services** means the services which provide the ability for clients to transact with Felix Markets by way of an online trading platform including a Third-Party Online Platform.

**Open Position** is where the Client has entered into a transaction or contract with Felix Markets, and a further transaction is required in order to close the position.

**Order** means a Financial Product entered between Felix Markets and the Client under the applicable Trade Contract Terms.

**Order Value** means for any Order, the Order price or rate multiplied by the Order quantity.

**OTC** means Over the Counter.

**Partially Hedged Position** means an Open Position that is opposite but not equal to another Open Position.

**Previous Order Value** means, the amount calculated as follows:

- a) where the Order Value is being determined for the first time for an Order Contract, the Order Value at the commencement of the Order; or
- b) in all other cases, the Order Value at the most recent Valuation Time.

**Quoting Error** means a liquidity provider error, a software error, a typographical error or obvious mistake in a quote or indication and includes quoting delays.

**Reciprocal Obligation** means Felix Markets' obligations to the Client in relation to an Order, a Margin Call or a Deposit.

**Reference Interest Rate** means that interest rate provided by our liquidity provider plus Felix Markets' transaction fee of 3.5% per annum.

**Retail Client** is a person or entity opting to receive the services provided by the Company.

**Security Details** means the information required by Felix Markets under clause 3.6.

**Sell Swap Rate** means the interest rate that applies to the Term Currency at the Close of Business on the relevant Trading Day.

**Share CFD** means a Financial Product where the underlying asset is a security listed on an exchange.

**Short Party** means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally sold the underlying asset or assets to the OTC derivative contract.

**Sophisticated Investor** means a person other than a retail client.

**Spot CFD** means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a spot market.

**Suspicious Trading Activity** means any belief or decision of Felix Markets reasonably formed or made and whether or not communicated to the Client, that the Client has, either acting alone or with other persons, used the Online Service in a way which affects the integrity or effective functioning of the Online Services or Felix Markets' for CFDs and Margin FX, or the market for the Underlying Asset to which the CFD or Margin FX contract relates whether or not such conduct is also illegal or also constitutes market abuse. Such conduct includes but is not limited to:

- a) entering into Orders or combination of Orders such as holding long and short positions in the same or similar Underlying Assets at similar times, irrespective of how the Account(s) have been funded (for example, but not limited to, personal deposits);
- b) entering into Orders or combinations of Orders in respect of Underlying Assets the Client has entered into a transaction in an underlying market for the Underlying Asset;
- c) entering into Orders or combination of Orders with intention of exploiting wider-than-usual spreads during abnormal period of thin liquidity by scalping with market/limit orders;
- d) entering into Orders or combination of Orders with intention of exploiting the price gap with over-leveraged position prior to market closure or certain public announcements;
- e) engaging in any trading activities with intention of abusing the Negative Balance Protection Facility; or
- f) engaging in any trading behaviors which are deemed exploitative, dishonest, abusive, or a good faith violation.

**Swap Charge** or **Swap Credit** is as defined in clause 5.1 and 5.2.

**Swap-Free Account or Islamic Account** means an account offered by Felix Markets, at its sole discretion, which is designed specifically for, and available only to, Clients who cannot receive or pay rollover interest on overnight Open Positions for religious reasons.

**Term Currency** means the second currency in a Currency Pair.

**Terms** mean these terms and conditions, together with all schedules, attachments or other documents attached.

**Third-Party** means any entity with whom Felix Markets has entered into an agreement or arrangement whereby Felix Markets offers the Client access to that entity's online trading platform ("Third-Party Online Platform") for the purpose of the provision via the Third-Party Online Platform of additional services to the Client.

**Third-Party Online Platform** means any online trading platform offered by a Third-Party.

**Trade Confirmation Notice** means a document signed by the Client and Felix Markets confirming the details of the Financial Product entered between the Client and Felix Markets.

**Trade Contract Terms** means the price, timing and other details (as contained in the Instructions) Felix Markets provides you, either verbally or via the Internet, at which the relevant Order can be purchased or sold.

**Trading Day** means Monday to Saturday including public holidays for all assets except for Cryptocurrency CFDs. Trading Day for Cryptocurrency CFD means Monday to Sunday including public holidays.

**Value Date** means either the Day selected by the Client and agreed by Felix Markets for the settlement of an Order or if there is no such Day, the future value date after the execution of an Order by the Client and includes any agreed variation to the original date, being either an earlier or a later date.

**Valuation Time** means the Close of Business on each Day, or any other time Felix Markets decides in its absolute discretion.

**Felix Markets, we, our or us** means Felix Markets LTD, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

**Website** means the Felix Markets website.

**Wholesale Client** is a client who is not retail or sophisticated.

#### 1.4. CLIENT REPRESENTATIONS AND WARRANTIES

- a) The Client warrants that:
- i. in the case of an individual or more than one individual, they are of full age and capacity.
  - ii. in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts made or to be made.
  - iii. in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust

instrument is valid and complies with all applicable laws, and the trustee has a right of indemnity from the trust assets in respect of this Agreement; and

- iv. in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligations of the Client.
- b) The Client represents and warrants to Felix Markets that:
- i. the Client will place Orders wholly or predominantly for business and investment purposes and not for personal, domestic or household use or consumption.
  - ii. execution and delivery by the Client of this Agreement, and performance of all the Client's obligations contemplated under this Agreement does not violate any Law applicable to the Client.
  - iii. all information provided by the Client to Felix Markets is true, correct and complete, and the Client will notify Felix Markets promptly of any changes to such information.
  - iv. the Client shall make ongoing disclosure to Felix Markets of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.
  - v. the Client will not, either acting alone or with others, engage in conduct which results in Suspicious Trading Activity as defined in this Agreement. If Felix Markets has reasonable grounds to suspect that the Client engages in Suspicious Trading Activity, Felix Markets reserves the right to temporarily or permanently suspend the Client's trading account, recover any losses incurred in connection with the Suspicious Trading from the Client and/or void the Client's Orders and cancel any associated profits, with immediate effect.
- c) The Client acknowledges that:
- i. by applying to open an account, you acknowledge that you have read and understood this Agreement.
  - ii. Felix Markets will enter the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client.
  - iii. Felix Markets provides advisory and execution-only services, and the final investment decision is always the Client's own.
  - iv. if Felix Markets provides advice to the Client, then that the advice is general only and does not consider the personal objectives, circumstances or needs of the Client; and
  - v. if the Client is comprised of two or more legal persons, Felix Markets' primary contact for the receipt of Notices is the first person named on the Application Form.
- d) The Client:
- i. confirms that they have regular access to the internet.
  - ii. consents to Felix Markets contacting the Client (in the circumstances described in this Agreement) by email on the address provided by the Client.
  - iii. agrees to ensure that the Client's contact details are always up to date.

iv. If this Agreement is provided to you in a language other than English, it is provided for information purpose only. The governing language of this Agreement is English. In the event of any inconsistency between the English language version of this Agreement and a foreign language version, the English version will prevail to the extent of any inconsistency.

## **2. THE ACCOUNT**

### **2.1. OPENING AN ACCOUNT**

- a) You need to have an active Account prior to transacting with us. No Orders can be placed until an account has been opened and cleared funds received and credited into the Account. You can apply for more than one Account. References in this Agreement to your Account are taken to include reference additional accounts.
- b) To apply for an Account, you must complete an Application Form. Felix Markets, at its sole discretion, may accept or decline your application. If Felix Markets accepts your application, you will be notified via email. Felix Markets may at its discretion refuse your application for any reason we consider appropriate
- c) Only cleared funds are credited into the Account. This applies to payments made for the purpose of Initial and Variation Margin.
- d) Funds deposited with Felix Markets are held in compliance with the under Australian Securities and Investments Commission.
- e) If Felix Markets permits the Client to place an Order where no account has been opened, or clear funds received, this will not limit the Client's liability to Felix Markets under this Agreement.

### **2.2. ACCOUNT INFORMATION**

- a) You accept and warrant to us that any information provided to us at any time is true and correct and that you will immediately inform us of any change to that information.
- b) You are required to keep confidential all Security Details relating to the Account, including, but not limited to any username, account number, user ID and password. Once you have established this Security Details, Felix Markets has no obligation to verify the authority of anyone using this information to operate your account. If you are aware or suspect that these items are no longer confidential, you should contact us immediately.

### **2.3. AFFILIATES AND INTRODUCING BROKERS**

- a) If you are referred to us by an Affiliate or Introducing Broker, you must not assume these parties have access to your Account, act on your behalf (send us instructions) or view your trading history unless they are an Authorized Person.

### **2.4. AUTHORISED USERS AND AUTHORISATION LIMITS**

- a) Felix Markets may accept your authorization of another person (Authorized User) to give instructions and place Orders on the Client's behalf. The Authorized Person can be an Affiliate, Introducing Broker or Trading Agent. The Client must notify Felix Markets in a written Notice in the form of authorization under a power of attorney.

- b) Upon Felix Markets receiving such Notice the change in Authorized User is effective immediately. However, the Notice shall not affect any Orders already executed.
- c) Any appointment of an Authorized User shall remain in full force and effect unless and until a notice of cancellation of appointment has been delivered to Felix Markets.
- d) The Client may inform Felix Markets of an authorization limit applicable to some or all Orders either in general or for particular Authorized Users. Any authorization limit provided by the Client to Felix Markets may be withdrawn by the Client at any time by giving Notice to Felix Markets.
- e) All Instructions were given and Orders accepted by an Authorized User within their authorization limits will be deemed to be Instructions and Orders authorized by the Client and shall be binding upon the Client.
- f) Until the Client has provided a Notice to Felix Markets to the contrary, Felix Markets may continue to assume that all existing Authorized Users have authority to execute legally binding Orders with Felix Markets within their authorization limits.
- g) The Client hereby indemnifies and agrees to hold Felix Markets harmless in respect of any loss incurred by an Authorized User entering Orders within their authorization limits.

## **2.5. DEPOSITS**

- a) Felix Markets will provide you with access to online service where you can track the following information in your Account:
  - i. the orders that you have entered with us.
  - ii. the payments you have paid, or you are required to pay to us.
  - iii. the payments Felix Markets have paid, or Felix Markets is required to pay to you.
- b) Payments to the Account may be made using any of the following payment methods:
  - i. by online bank transfer.
  - ii. by same day bank transfer; or
  - iii. by international telegraphic transfer.
- c) Felix Markets reserves the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account.
- d) The Client must have sufficient cleared funds deposited in an account before Felix Markets creates any Order. Felix Markets will indicate to the Client, where applicable, the sum required as the Deposit for each Order (where applicable).
- e) Felix Markets may impose other fees and charges for using the services, by providing Notice to the Client. If the Client does not consent to the charges, the Client can terminate the Agreement immediately and the charges will not apply to the Order prior to the Notice being given by Felix Markets.
- f) Felix Markets is not responsible for any fees or charges imposed by Third-Party banks or other counterparties, which are incurred by the Client in connection with the use of the services.
- g) All payments under this Agreement must be made in United States dollars or any other currency that Felix Markets may agree to.

- h) If Felix Markets becomes aware or has reason to believe that the money you've deposited has come from someone other than you (i.e., from a funding method in someone else's name), Felix Markets reserves the right to decline your deposit, return the money to the source of origination, void any transactions and terminate this Agreement.
- i) If Felix Markets is not satisfied that a payment method is in your name, Felix Markets reserves the right to ask you for documents to prove this before Felix Markets decide whether to credit your Account.

## **2.6. WITHDRAWALS**

- a) If your Account shows Free Balance, you can ask Felix Markets to pay some or part of that Free Balance to you.
- b) Felix Markets may choose to withhold some or all any withdrawal that you request at its own discretion if:
  - i. Felix Markets requires you to maintain a certain amount of money in your Account to meet our margin obligations/requirements.
  - ii. Felix Markets is entitled to withhold the amount under the Corporations Act; or
  - iii. In line with section 2.6.
- c) Felix Markets will inform you as soon as reasonably possible if Felix Markets decides to withhold any part of your Free Balance.
- d) Felix Markets has the right to refuse to act on Instructions to send funds to a bank account or any other account if it has a reason to believe this destination account is held in a different name than the trading account name.
- e) Felix Markets will use all reasonable endeavors to make payments to the Client in accordance with the timing specified in the Client's Instructions. However, Felix Markets shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account.
- f) Felix Markets will not be liable if a payee/beneficiary bank fails to process a payment correctly.
- g) Felix Markets is only required to make an international payment to or at the direction of the Client on a particular Day if cleared funds have been received by Felix Markets prior to the Cut-off Time for that Day. International payments relating to funds received by Felix Markets after the Cut-off Time for a Day will be made on the next Day.

The Client agrees all funds in and out of the Account are subject to Felix Markets' deposits and withdrawals policy on our website.

## **2.7. SEGREGATED CLIENT MONEY**

- a) All money deposited by the Client with Felix Markets, received by Felix Markets or its agent on behalf of the Client, or that is, client profits on the Close Out of a Financial Product, shall be deposited into one or more accounts nominated by Felix Markets and will be paid into a client segregated bank account when required by Law, which is typically when the Client pays money into the nominated account:
  - i. without agreeing to the terms of a Financial Product by the next Day following actual receipt of the deposit; or

- ii. without Felix Markets issuing the Financial Product immediately; or
  - iii. that is less than the price of the Financial Product, and Felix Markets does not issue the Financial Product immediately for the lesser price; or
  - iv. in excess of the price of the Financial Product, and the excess amount is not returned to the Client by the next Day.
  - v. Such segregation of the Client's money does not fully protect the Client's money from the risk of loss.
- b) While the Client funds are segregated from Felix's operating funds and assets, all Client funds may be commingled in the same account held by an authorized and licensed third-party financial institution pursuant to the applicable laws.
- c) Felix Markets shall be entitled to retain any interest earned on such segregated money held or invested by Felix Markets.
- d) Felix Markets may use the funds in the client segregated account:
  - i. in accordance with applicable Laws.
  - ii. to manage Felix Markets' dealings with its counterparties with respect to Wholesale Clients (other than Sophisticated Investors), including margining, guaranteeing, securing, transferring, adjusting or settling such dealings, but only at the time at which Felix Markets has incurred such an obligation.
- e) If the Client is a Wholesale Client (other than a Sophisticated Investors) then the Client acknowledges that clause 6.4 constitutes the Client's written agreement to using funds in the client segregated account in the manner referred to in that clause.
- f) The Client acknowledges clause 4.6 is sufficient written authorization for Felix Markets to withdraw without notice to, or further authorization from, the Client the amount of money deposited into the segregated account necessary to meet Felix Markets' obligations incurred for this purpose. The Client has no interest in or claim over Felix Markets' contracts (if any) with any other person or in the accounts into which Felix Markets lodges or pays the funds which were withdrawn from the segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall segregated account balance.
- g) Felix Markets enters into arrangements with Third-Party execution providers for the facilitation of transactions and settlements, and avails monies received for Deposits and settlements which are not client money to such providers for this purpose.
- h) When Felix Markets accepts money from a Client in connection with an Order, a Margin Call or a Deposit, the Client immediately receives Reciprocal Obligations from Felix Markets under the Trade Contract Terms. The payment is not "client money", but rather has purchased that Reciprocal Obligation from Felix Markets.

### **3. TRADING**

#### **3.1. INSTRUCTIONS AND CREATION OF ORDERS**

- a) Rate indications from Felix Markets are available by telephone, email, face-to-face or through the Online Services. Such indications are not binding, and the rates will be as agreed when Felix Markets exercises its right to create an Order.
- b) The Client, or an Authorized User may issue trading instructions to Felix Markets by using the Felix Markets Trading Platform via a desktop computer or a mobile device.

- c) Felix Markets, at its discretion, may accept orders or instructions from the Client through other means, such as by email or telephone.
- d) If the Client or an Authorized User executes an Order on the Felix Markets Trading Platform, they are deemed to be making an offer to trade at the quoted price. A Trade Contract Terms and the quoted price offered by the Client or an Authorized User will not be binding until the Order has been accepted and confirmed by Felix Markets subject to its discretionary rights.
- e) If Felix Markets exercises this right, then an Order is formed between the Client and Felix Markets. When an Order is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement.
- f) Felix Markets reserves the right to decline to enter into any Order proposed by the Client or an Authorized User. Felix Markets shall not be obliged to give a reason. However, Felix Markets shall promptly notify the Client that Felix Markets has not created an Order with the Client.
- g) When the Client, or an Authorized User, contact Felix Markets by either telephone, email, face-to-face or through an Online Service and provides the appropriate Client reference number (and such other security checks as Felix Markets may specify), Felix Markets may, but is not obligated to, ask for the following information:
  - i. the Client's contact details.
  - ii. your account number.
  - iii. your further identification details.
  - iv. the type of Order the Client wishes to enter into with reference to the asset or assets underlying the Order (e.g., exchange rate, currency pair, commodity, precious metal or index);
  - v. whether you intend to be the Long Party or the Short Party for the Order;
  - vi. the Order quantity.
  - vii. the Order price or rate; and
  - viii. any other information applicable to the Order as Felix Markets may require from time to time. Collectively, though not exhaustively, this information or any portion constitutes an Instruction.
- h) An Order may be:
  - i. A day Order meaning that the order will be cancelled at 24:00 GMT+3; or
  - ii. A good 'til cancelled Order, which means that the Order will remain capable of being accepted by Felix Markets until the Client cancels the Order or Felix Markets accepts it.
- i) Orders may be placed as:
  - i. market Orders to buy or sell a Financial Product as soon as possible at the price obtainable in the market; or
  - ii. limit and stop Orders to trade reaches a predefined level, as applicable to the various Financial Products offered (or a combination of these types of Orders).
- j) Limit Orders to buy and stop Orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.

- k) Where the Client is using a Third-Party Online Platform, and the Client selects a feature offered by the Third-Party that facilitates trades automatically, then acceptance of the Order occurs automatically for each Order placed by the Third-Party, subject to the terms of the Third-Party's agreement with the Client, and subject to Felix Markets' discretionary right to create an Order.
- l) You acknowledge that Felix Markets is not making any discretionary decisions to buy or sell Financial Products on the Client's behalf, but rather, the Client is choosing to use trading strategies offered by a Third-Party via a Third-Party Online Platform.
- m) The Client shall indemnify Felix Markets for any error made by the Client or an Authorized User in providing Instructions to Felix Markets.

### **3.2. CANCELLATION OR ALTERATION OF AN ORDER**

- a) If the Client decides that it wants to change any of the amounts or the dates under an Order, and the Client contacts Felix Markets accordingly, Felix Markets may in its discretion provide the Client with Trade Contract Terms for the alteration which are reasonable given the market conditions. The Client may either accept the new Trade Contract Terms and form a new Order or remain bound by the Trade Contract Terms of the original Order.
- b) If, after an Order has been placed, the Client informs Felix Markets that they wish to cancel the Order, or this Agreement allows Felix Markets to treat the Client as having terminated the Order or this Agreement, Felix Markets may terminate at its complete discretion either the Order alone or the Order and this Agreement but may also at its discretion insist on the performance of the Order.
- c) If the Client cancels or fails to perform an Order, the Client is liable for any loss or damage suffered by Felix Markets in closing out Orders which the Client has cancelled or failed to perform.
- d) The Client may forfeit part or all any Deposit in the event of cancellation. Where Felix Markets has suffered loss, it reserves the right to set off against the Client's Deposit or any other funds received from the Client, any charges, fees or losses sustained by Felix Markets in closing out the Order.

### **3.3. CURRENCY CONVERSIONS**

- a) Money can be paid under the Agreements in these currencies, on the terms set out in this clause: Australian Dollars (AUD), United States Dollars (USD), British Pound Sterling (GBP), Euro (EUR), Canadian Dollars (CAD), Japanese Yen (JPY), New Zealand Dollars (NZD), Singapore Dollars (SGD) or Hong Kong Dollars (HKD).
- b) Realized profits and losses will be converted into the currency specified for the trade and will be converted into the Base Currency of the Account at the current spot rate immediately on closing-Out a Position.
- c) If the Client makes a payment to Felix Markets in a different currency than the Base Currency of the Account, the payment will be converted into the Base Currency of the Account at the spot rate given by Felix Markets' financial institutions.
- d) All payments made by the Client to Felix Markets and by Felix Markets to the Client will be converted into the Base Currency of your Account unless otherwise agreed.
- e) Felix Markets does not charge fees on currency conversions.

### **3.4. TRADING CONFIRMATIONS AND STATEMENTS**

- a) Each time the Client places an Order with Felix Markets, a confirmation of the executed trade will appear in the Felix Markets Trading Platform.
- b) The Client consents to receive Trade Confirmations by electronic means including, for example, through any Online Service.
- c) Felix Markets will available Daily and Monthly Statements via Felix Markets Trading Platform or online service.
- d) Following the end of day settlement time, provided the Client has transacted or has an open Position, Felix Markets Trading Platform will produce a Daily Statement which will be emailed to the Client at their registered email address and then made available on the Felix Markets Trading Platform.
- e) Following month-end, Felix Markets will produce an electronic version of the Client's trading statement which will be emailed to the Client and be available on the Felix Markets Trading Platform. This will provide the same details as the daily statements but cover all account movements and transactions opened for the month.
- f) The Client is responsible for promptly checking all contents of Confirmations and the Daily and Monthly Statements. The client must immediately notify Felix Markets if they become aware that there is an error in the Confirmation or the Statements. Felix Markets is entitled to assume that the Confirmations and Statements are correct unless the Client notifies Felix Markets of any error within 48 hours following the Confirmation or the Statements becoming available to the Client.

### **3.5. TELEPHONE AND EMAIL TRANSACTIONS**

- a) An Authorized User may request Felix Markets to accept Instructions and enter Orders by telephone. Felix Markets has sole discretion to accept Instructions and enter Orders by telephone.
- b) Felix Markets may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Felix Markets by the Client as an Authorized User. Upon such check confirming the identity of the caller, Felix Markets may assume that the caller has the full authority as previously notified by the Client.
- c) The Client acknowledges and agrees and will ensure that each Authorized User acknowledges and agrees, that Felix Markets may make a recording of each telephone Instruction and any other conversation (including Internet conversations e.g., chats) received from a Client or an Authorized User or between a Client or an Authorized User and Felix Markets. The recording remains the property of Felix Markets. The telephone recording can be used by Felix Markets to confirm the terms and conditions of any transaction where there is a dispute with a client as to the Trade Contract Terms of the transaction, and for training and monitoring purposes.
- d) An Authorized User may request Felix Markets to accept Instructions and enter Orders by email. Felix Markets may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by Felix Markets of the Client's Instructions, the Client shall be bound by those Instructions.

### 3.6. ONLINE SERVICES

- a) If the Client or the Client's Authorized User uses any of the Online Services, the Client or Authorized User will be able to:
  - i. place your Orders or issue Instructions to Felix Markets.
  - ii. enquire as to the availability or pricing or value of one or more Financial Products.
  - iii. receive market data and other information in relation to one or more Financial Products.
  - iv. monitor your obligations under this Agreement.
  - v. receive Confirmations, Account balances or other information in connection with your Account or transactions booked with Felix Markets; or
  - vi. use such other facilities as Felix Markets may from time to time make available through the Online services.
- b) The Client must provide Felix Markets on request with a list of Authorized User(s) and is responsible for informing Felix Markets with any changes to that list.
- c) An Online Service may be a proprietary service provided by Felix Markets or a service provided to you by a third party pursuant to an arrangement with Felix Markets (for example, by an Exchange or by a software provider).
- d) The Client is responsible for complying with the operations aspects of Online Services provided by Felix Markets or the provider of the Online Services.
- e) Felix Markets may at any time without notice suspend, withdraw or deny access to the Online Services to a Client or one or more of the Client's Authorized Users for any reason including but not limited to security, quality of service, failure by the Client to pay any amount when due or breach by the Client of any provision of this Agreement.
- f) Clients can contact Felix Markets in writing to terminate their access to an Online Services
- g) Felix Markets can delay, decline or reverse any Order if Felix Markets reasonably:
  - i. suspects that the transaction might be unlawful or might be associated with financial crime.
  - ii. suspects that the Client has engaged in Suspicious Trading Activity;
  - iii. believes that by carrying out the transaction Felix Markets might breach our compliance obligations; or
  - iv. believes that the Client is in breach of this Agreement.

Under such circumstances, Felix Markets will not be liable for delaying or refusing to carry out an Instruction.

- h) Felix Markets will not be responsible for confirming the receipt of instructions or verifying the authenticity of the Client's or the Client's Authorized User's instructions.
- i) The Client must take all reasonable precautions to ensure that:
  - i. Security Details are kept confidential.
  - ii. Each Authorized User to whom Security Details are provided, will keep them secure and confidential.
  - iii. no unauthorized person can use the Security Details.
- j) The Client must inform Felix Markets immediately should they suspect or discover that:

- i. Their Security Details are lost or stolen.
  - ii. Someone else knows their Security Details; or Someone has used or tried to use their Security Details.
- k) The Client must not:
  - i. not permit, consent or allow any person (other than an Authorized User) to use the Security Details or to access or use the Online Service using that Security Details.
  - ii. not provide, disclose or make available the Security Details to any person (other than an Authorized User);
  - iii. misuse any of the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
  - iv. attempt to gain unauthorized access to any of the Online Services or any server, computer or database connected to any of the Online Services; and
  - v. attack any of the Online Services via a denial-of-service attack or a distributed denial-of-service attack.
- l) The Client acknowledges and agrees that:
  - i. Access to Online Services can only be granted using the Security Details.
  - ii. The Client is responsible for the consequences of any unauthorized disclosure or use of the Security Details, and for any actions or omissions by an Authorized User.
  - iii. Felix Markets is entitled to rely on all Instructions given by, on behalf of, or appear on the Clients' behalf, using the Security Details; despite any other provision of these terms, Felix Markets is not liable for any loss caused by it acting on Instructions or other communications using the Security Details.
  - iv. There may be delays in the processing, execution, amendment or cancellation of an Order entered through the Online Service and:
    - an Order may be filled before instruction for its amendment or cancellation is processed.
    - the Client remains liable to settle the original Order until any relevant amendment or cancellation is affected; and
    - without limiting clause, 12 Felix Markets will not be liable for any loss incurred by the Client arising from any delay in the dissemination of market information or the processing of any Order or instruction to amend or cancel an Order.
  - v. Felix Markets is not responsible for the processing, execution or cancellation of any Orders submitted through the Online Services, regardless of who enters such Orders and regardless of whether there is an error in the Order entry or for any delays.
  - vi. Any Online Service is provided on an "as is" basis and, except as required by law, Felix Markets makes no representations or warranties express or implied with respect to the Online Services.
  - vii. The speed of information provided through the Online Services is subject to a number of factors including, but not limited to, the speed of the user's internet connection, the user's settings, the number of concurrent

- users accessing the Online Services and the volume of information being received and sent by the Online Services.
- viii. there are significant risks in trading through the Online Services because it is serviced by means of computer and telecommunications systems, even if generally accepted industry standards and practices are followed.
  - ix. The Client will be liable for all Orders and/Instructions made when using any of the Online Services including instances of any misuse, fraud or abuse by the Client or the Client's Authorized Users or where the Client or the Client's Authorized Users have disclosed Security Details to a Third-Party.
  - x. Felix Markets may change the minimum specification required to access the Online Services and may make operational changes to and alter the services currently available at any time. Felix Markets will notify Clients of such changes by either placing a message on the client area, trading platform or by email.
  - xi. the Client is responsible for ensuring they have in place alternative arrangements for the execution of Orders or other services available through the Online Services if the Online Services or any aspect of it ceases to be available or subject to failure (including, for example, arrangements for the use of telephone or e-mail);
- m) Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices and equipment. Felix Markets will not be responsible for any loss of or damage to a client's data, software, computer, electronic devices, telecommunications or other equipment caused by use of any of the Online Services unless such loss or damage is directly and solely caused by our negligence or deliberate default.
  - n) Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and Felix Markets will not be responsible for any losses incurred by failure to do this. Felix Markets shall use reasonable endeavors to keep the Online Services free from viruses and corrupt files but cannot guarantee that the Online Services will be free from infection by viruses or anything else with contaminating or destructive properties. Felix Markets is not able to guarantee that access to any of the Online Services will be uninterrupted, continuous or error-free.
  - o) By breaching this provision, a Client may also commit a criminal offence. Felix Markets may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing a Client's identity to them. In the event of such a breach, the Client's right to use the Online Services will cease immediately and without Notice. Felix Markets will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a Client's electronic devices and equipment.

### **3.7. HEDGED POSITIONS**

- a) Felix Markets may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is opposite of another Open Position. In other words, it is the same Financial Product, but the

opposite direction (i.e., you are the Long Party and the Short Party). A Hedged Position may be a Fully Hedged Position or a Partially Hedged Position.

- b) Felix Markets reserves the right to reduce the Deposit to zero for Fully Hedged Positions. We also reserve the right to reduce the Deposit for Partially Hedged Positions. If we choose to reduce the Deposit, we do not waive the right to require a deposit at any given time.
- c) You acknowledge and agree that if the Deposit for a Hedged Position has been reduced and you close anyone Open Position that forms part of the Hedged Position, it will immediately trigger the full Deposit for the Open Position. If you do not have sufficient Deposit such Open Position will be closed in accordance with clause 3.2 (c).
- d) Felix Markets may close all or part of any Hedged Position at any time without notice at the Close-Out Value where we reasonably believe that the Hedged Position is being abused by a Client including where we reasonably believe that such Hedged Positions are not in the ordinary course of trading, or where it constitutes Suspicious Trading Activity.

It is hereby agreed that the Company shall exercise its discretion in investigating clients' accounts. Based on the findings it may proceed with notifying client(s) that their account is under investigation whereas the Company reserves the right to proceed with immediate account termination, with or without prior notification to the client of the said breach of the Client Agreement. The Company is further entitled to reverse any profits accrued from suspicious trading and/or terminate the trading account and/or any account which can be found to be associated with such practices.

### **3.8. DELAYS AND QUOTING ERRORS**

- a) While Felix will make every reasonable effort to process the Client's Order promptly, in the absence of gross negligence or wilful misconduct, Felix cannot be held liable for delays, damages, failures, or errors in the completion of the Order, including instances of off quotes situations.
- b) In the event of a quoting or off quote error, Felix:
  - i. is not liable and responsible for any damages, claims, losses, liabilities, or costs arising from the error.
  - ii. reserves the right to restrict or suspend the trading activities of the Client involved until further notice.
  - iii. reserves the right to make the necessary adjustments to correct the quoting error.

Any dispute arising from a quoting error will be resolved based on the fair market value, as determined by Felix Markets acting reasonably, of the relevant currency at the time such quoting error occurred.

- c) If Felix Markets is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure Event, Felix Markets will notify the Client as soon as is reasonably practicable and will use reasonable endeavors to secure the return of any money paid by the Client in respect of which Felix Markets has been unable to discharge its obligations under this Agreement.

- d) Felix Markets may give a Notice to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in Felix Markets' opinion, deposits in the currency concerned are not available in the ordinary course of business to Felix Markets in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls, it is impractical.
- e) When a Notice under clause 15 is given, Felix Markets' obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach an agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant transaction.

### **3.9. TRADING HOURS**

- a) Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. The trading hours are published on our website.
- b) We are under no obligation to quote prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant value of the underlying asset or assets to the OTC derivative contract Felix Markets offers. We give notice of such public holidays and the underlying asset or assets affected on the Online Service.

## **4. MARGIN**

### **4.1. INITIAL MARGIN**

- a) Before placing a trade that creates an open Position the Client is required to pay into the Account the Initial Margin for that Position as calculated by Felix Markets.

### **4.2. MARGIN OBLIGATIONS**

- a) The Client must pay to Felix Markets such amounts of Margin as it may require under this Agreement.
- b) A Margin Deposit is credited by Felix Markets at the time cleared funds have been received into the Client Account or such earlier time as allowed by Felix Markets, so a Margin requirement for any anticipated or Open Positions by Felix Markets is not satisfied unless and until the Client's payment is received in cleared funds into the Client Account.
- c) Felix Markets will not be liable for any losses including losses arising from real or Open Positions if a Margin Deposit or payment is not received in cleared funds into the Client Account.
- d) The Client must maintain at least the amount of Margin required by Felix Markets whether or not Felix Markets gives any notice to the Client to make those payments of the Client has actual notice of the required amount. The required amount of Margin can change continuously, including over the weekend or other non-trading days
- e) It is the Client's sole responsibility to always monitor through the Felix Markets Trading Platform any notifications that Felix Markets may, but is not obliged to,

provide, the Margin deposited or any Minimum Margin requirement under this Agreement having regard to such matters as:

- i. your open Positions;
  - ii. the volatility of any relevant Underlying Instrument;
  - iii. the volatility of the Underlying Market and the markets generally.
  - iv. any applicable Exchange Rate risk; and
  - v. the time it will take for you to remit sufficient cleared funds to Felix Markets.
- f) The Client must ensure that for as long as they have an Open Position, their account is sufficiently funded to cover the required Margin. If not, the Client's Open Position may be Closed Out by Felix Markets without prior notice to the Client.
- g) Felix Markets may, in its absolute discretion, provide the Client with further time to meet their Margin Requirements. Such permission will only be effective once confirmed in writing by Felix Markets and only to the extent provided in the notice.
- h) If Felix Markets asks the Client to transfer money to it to meet its Margin requirement, the client must take this action immediately. If they don't, Felix Markets will consider it a Default Event under these terms. Felix Markets may also cancel any Orders or Close-Out one or more of the Client's positions or part of their positions at its sole discretion without being liable to the Client, regardless of whether the Client transfers additional money to it.

#### **4.3. MARGIN CLOSE-OUT**

- a) Felix Markets Margin practice is an automated process where the Felix Felix Electronic Trading Platform displays a visual warning on your Account online at different Margin levels. If the funds in your Account only cover 100% of the margin requirements, a Margin Call alert will be triggered, and you will receive a visual warning automatically on the Felix Markets Trading Platform. If the funds available in your account only covers 50% of the margin requirements for your open Margin FX or CFD positions, your worst-performing Margin FX or CFD positions (i.e., the CFD with the largest margin requirement) will be automatically closed out.

#### **4.4. CHANGING MARGIN PERCENTAGE**

- a) Felix Markets may vary the Margin Percentage in respect of any Position at any time by giving notice in accordance with clause 16.
- b) Any variation of the Margin Percentage and/or increase in Margin or Minimum Margin requirement will be due and payable immediately on Felix Markets demand.

#### **4.5. MARK TO MARKET PAYMENTS**

- a) Felix Markets calculates the Order Value as at each Valuation Time.
- b) If at a Valuation Time:
- i. the Order Value is greater than the Previous Order Value:
    - the Short Party must pay the Long Party the excess of the Order Value over the Previous Order Value; or
    - the seller must pay the buyer the excess of the Order Value over the Previous Order Value; or
  - ii. the Order Value is less than the Previous Order Value:

- the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value; or
  - the buyer must pay the seller the excess of the Previous Order Value over the Order Value.
- c) If on the Close-Out Date:
- i. the Close-Out Value is greater than the Previous Order Value the Long Party must pay the Short Party the excess of the Previous Order Value over the Close-Out Value; and
  - ii. the Close-Out Value is less than the Previous Order Value the Short Party must pay the Long Party the excess of the Previous Order Value over the Close-Out Value.
- ci) All Mark to Market Payments:
- i. Felix Markets owes to the Client are credited to your account; and
  - ii. you owe to us are debited from your account, on the Same Day as the relevant Valuation Time or Close-out Date.

#### **4.6. FORCED LIQUIDATION**

- a) The Client is required to maintain a sufficient level of Margin. Felix Markets reserves its rights to close out all Open Positions:
- i. if at any time the Deposit held by Felix Markets is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with Felix Markets; or
  - ii. at any time, and from time to time, Felix Markets determines that the value of all of the Client's Open Positions represents a substantial net unrealized loss to the Client such that, in Felix Markets' belief, the continued trading, or failure to Close Out, one or more of the Client's Open Positions will or is likely to materially prejudice the Client's Account Value.
- b) Felix Markets shall have the right, at our sole discretion, to determine the Mark to Market value from time to time.
- c) In addition to other remedies available to Felix Markets, if the Client fails to pay any amount when due under this Agreement, or if a Default Event occurs, Felix Markets has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

### **5. CHARGES AND CREDITS TO THE ACCOUNT**

#### **5.1. INTEREST CHARGES ON OPEN MARGIN FX POSITIONS**

- a) Where an Order for a Margin FX contract is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Felix Markets in accordance with this clause:
- i. if the Client is the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, Felix Markets must pay you interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;
  - ii. if the Client is the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, the Client must pay Felix Markets interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;

- iii. if the Client is the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, Felix Markets must pay the Client interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate; and
  - iv. if the Client is the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, the Client must pay Felix Markets interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate.
- b) Felix Markets may, on its website, designate a Margin FX contract as a swap-free Margin FX contract. Where an Order for a swap-free Margin FX contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit for the first seven days that the Order is held overnight provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open for more than seven days, the Order may be subject to a Swap Charge or Swap Credit determined by Felix Markets in accordance with this clause from day eight onwards. If Felix Markets reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Margin FX contract, Felix Markets reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.
- c) Where an Order for a Margin FX contract is held at the Close of Trade on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday.
- d) Where an Order for a Margin FX contract is held overnight, the Client agrees to pay Felix Markets a transaction fee of up to 10% of the value of the Swap Charge or Swap Credit.
- e) Swap Charges or Swap Credits and Felix Markets' transaction fee are calculated and applied to your account at the beginning of the next Trading Day
- f) No Swap Charge, Swap Credit or transaction fee is payable where an Order for a Margin FX contract is opened and closed on the same Trading Day.

## **5.2. INTEREST CHARGES ON OPEN SPOT CFD POSITIONS**

- a) Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by Felix Markets multiplying the value of the contract at the end of the Trading Day by the Reference Interest Rate and adjusted for any dividend in relation to the underlying asset or instrument.
- b) Felix Markets may, on its website, designate a spot CFD as a swap-free Spot CFD. Where an Order for a swap-free CFD contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit for the first seven days that the Order is held overnight provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If the Order remains open for more than seven days, the Order may be subject to a Swap Charge or Swap Credit determined by Felix Markets in accordance with clause 5.2a) from day eight onwards. If Felix Markets reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Spot CFD, Felix Markets reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening

of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.

- c) Where an Order for a Spot CFD (except for Cryptocurrency CFD) is held at the Close of Trade on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday.
- d) Swap Charges or Swap Credits in relation to Spot CFDs are calculated and applied to your account at the beginning of the next Trading Day.
- e) No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.

### **5.3. ROLLOVER CHARGES & CREDITS FOR OPEN FUTURES CFD POSITIONS**

- a) Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit.
- b) Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, the Order is automatically rolled over meaning that the contract is closed, and a new Order is created for the Futures CFD on the next Trading Day at the new contract price. Felix Markets will not automatically roll over an Open Position for a Futures CFD held at the Close of Trade on the Close-Out Date unless Felix Markets has provided reasonable notice to the Client of the Close-Out Date and the position remains open after this date.
- c) Where an Order for a Futures CFD is held at the Close of Trade on the Close-Out Date, an adjustment will be applied to the Client's account to reflect the difference between the old contract price and the new contract price for the Futures CFD less an administration fee of 2.5 basis points payable to Felix Markets.
- d) Cash adjustments will be applied to the Client's account on the first Trading Day of the new contract.

### **5.4. COMMISSIONS FEES AND EXPENSES**

- a) In addition to any other fees or charges set out in these Terms, the Client agrees to pay:
  - i. an amount equal to any other fee charged or levied on Felix Markets, or other expense incurred by Felix Markets, arising from any action taken pursuant to this Agreement; and
  - ii. all relevant taxes and expenses incurred by the Client in connection with this Agreement.
- b) The Client confirms and acknowledges that Felix Markets is, without limiting its powers to recover amounts owing by the Client to Felix Markets in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by Felix Markets including administration charges (including but not limited to fees associated with returned cheques, payment processing, debt collection and telephone transcript copies), charges relating to the use of the Online Services and any transaction fees charged to Felix Markets by others with respect to the Client's transactions including, but not limited to tracing fees.
- c) Felix Markets may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

- d) The Client acknowledges that should they affect an Order with Felix Markets, the Client must pay all transaction charges, fees, settlements, interest and any other amounts due under this Agreement on demand by Felix Markets in cleared funds or otherwise as required in accordance with the terms of this Agreement.
- e) The Client agrees that Felix Markets may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client unless such disclosure is required by Law.

#### **5.5. SWAP FREE OR ISLAMIC ACCOUNT**

- a) Clients who hold a Swap Free Account will be charged an administrative fee instead of being credited or debited with a Swap Charge when holding a position overnight. Felix Markets reserve the right to change the administration charges from time to time. Apart from this difference, Swap-Free Accounts have the same trading conditions and terms as Felix Markets' regular Client accounts.
- b) If a Client holds an existing regular account and wishes to convert that account to a Swap Free Account, the client must make a request in writing to our support team. The conversion from a regular account to a Swap Free Account can only take place if all positions on the regular accounts are closed and the account is reconciled.
- c) Swap Free Accounts are to be used in good faith and, the Client may not use the Swap-Free Account to make profits from swaps or, not paying swaps. The Client may not request the payment of any Swap Credit amounts that have been lost as a result of converting Client account(s) into one or more Swap- Free Accounts for the period during which the Client's account(s) have been converted into one or more Swap Free Accounts.
- d) Felix Markets reserves the right to revoke or cancel a Swap Free Account without having to provide any reason. If Felix Markets detects that a Swap Free Account is being abused by taking advantage of not paying swaps, in the form of, but not limited to; fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity with the usage of a Swap Free Account, then Felix Markets reserves the right to take immediate action in the form of;
  - i. with immediate effect, revoking all live trading accounts that are under suspicion of exploitation.
  - ii. correction and recovery of accrued swaps and related accrued interest expenses and/or costs pertaining to and all of the Client's Swap-Free Accounts for the period which the accounts were converted into Swap-Free Accounts.
  - iii. with immediate effect, termination of the Agreement; and/or
  - iv. with immediate effect, nullifying all trades carried out on client's trading accounts and cancelling any profits earned or losses incurred on such client's trading accounts.

#### **6. GUARANTEE**

- a) A Client's obligations under the Agreement must be guaranteed:
  - i. where the Client (including a trustee) is a company, by each director of the Company; and
  - ii. in any other circumstance, where Felix Markets determines, in its absolute discretion, that such guarantee is required.

- b) The Guarantor acknowledges that Felix Markets is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.
- c) The Guarantor unconditionally and irrevocably guarantees to Felix Markets compliance with their obligations in connection with the Agreement, including each obligation to pay money.
- d) If the Client does not comply with those obligations on time and in accordance with the Agreement, then the Guarantor agrees to comply with those obligations on-demand from Felix Markets. A demand may be made whether Felix Markets has made demand on the Client.
- e) The Guarantor indemnifies Felix Markets against any liability or loss arising from, and any costs it incurs, if:
  - i. the Client does not, or is unable to, comply with an obligation the Client has (including an obligation to pay money) in connection with the Agreement; or
  - ii. an obligation the Client would otherwise have under the Agreement (including an obligation to pay money) is found to be unenforceable; or
  - iii. an obligation the Guarantor would otherwise have under clause 6 is found to be unenforceable; or
  - iv. a representation or warranty by the Client in the Agreement is found to have been incorrect or misleading when made or taken to be made.
- f) The Guarantor agrees to pay amounts due under clause 6 on demand from Felix Markets.
- g) Felix Markets need not incur expense or make payment before enforcing this right of indemnity.
- h) The guarantee in clause 6 is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Client's obligations in connection with the Agreement. The Guarantor waives any right it has of first requiring Felix Markets to commence proceedings or enforce any other rights against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity.
- i) The Guarantor acknowledges that, before entering into this guarantee and indemnity, it:
  - i. was given a copy of the Agreement (and all documents giving rise to your obligation in connection with the Agreement) and had full opportunity to consider their provisions; and
  - ii. is responsible for making itself aware of the Client's financial position and any other person who guarantees any of the Client's obligations in connection with the Agreement.
- j) The Guarantor agrees to make payments under this guarantee and indemnity:
  - i. in full without set-off or counterclaim, and without any withholding or deduction unless prohibited by law; and
  - ii. in the currency in which the payment is due, and otherwise in United States dollars, in immediately available funds.
- k) If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay Felix Markets such additional amount to ensure

that the amount received by Felix Markets equals the full amount Felix Markets would have received had no withholding or deduction been made.

- l) The rights are given to Felix Markets under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission of us or any other person. For example, those rights and liabilities are not affected by any act or omission:
  - i. varying or replacing the Agreement; releasing the Client or giving the Client a concession (such as more time to pay);
  - ii. releasing any person who gives a guarantee or indemnity in connection with any of the Client's obligations.
  - iii. by which a person becomes a Guarantor after the date of this guarantee and indemnity.
  - iv. by which the obligations of any person who guarantees any of the Client's obligations (including obligations under this guarantee and indemnity) may become unenforceable.
  - v. by which any person who was intended to guarantee any of the obligations does not do so or does not do so effectively.
  - vi. by which a person who is co-surety or co-indemnifier is discharged under a Client Agreement or by operation of law.
  - vii. a person dealing in any way with the Agreement or this guarantee and indemnity.
  - viii. the death, mental or physical disability, or liquidation, administration or insolvency of any person including the Client or the Guarantor.
  - ix. changes in the membership, name or business of any person.
  - x. acquiescence or delay by Felix Markets or any other person.
- li) If any obligation is required, or maybe required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without our consent:
  - i. reduce its liability under this guarantee and indemnity by claiming that the Client or any other person has a right of set-off or counterclaim against Felix Markets; or
  - ii. exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreement or any other amount payable under this guarantee and indemnity; or
  - iii. claim an amount from the Client, or another guarantor (including a person who has signed the Application Form as a "Guarantor") under a right of indemnity; or
  - iv. claim an amount in your liquidation, administration or insolvency or of another guarantor of any of your obligations (including a person who has signed the Application Form as a "Guarantor").

## **7. CORPORATE ACTIONS**

- a) If a Corporate Action occurs, Felix Markets will reasonably determine what adjustment, if any, should be made to an Order to account for the dilutive or concentrative effect of any such event to preserve the economic equivalent of such Orders prior to the relevant event or to reflect the effect of such event on such Orders. Any such adjustments will be effective as of a date reasonably determined by us.

- b) Felix Markets will not make dividend payments if:
  - i. a Client is the Long Party for a Share CFD which goes ex-dividend, Felix Markets will credit the Client's account with a cash adjustment to reflect the impact of the dividend on the Orders. The amount of the adjustment will depend on the amount of the gross dividend on the relevant number of Share CFDs on the ex-dividend date.
  - ii. a Client is the Short Party for a Share CFD which goes ex-dividend, Felix Markets will debit the declared cash dividend from the Client's account. The amount of the adjustment will depend on the amount equal to the gross dividend on the relevant number of Share CFDs on the dividend date.
- c) If an underlying asset to which an Open Position relates is subject to a Merger Event, Felix Markets reserves the right to close any or all affected Open Positions at any time during the Merger Event. Felix Markets will not close any Open Position that is subject to a Merger Event unless it has provided reasonable notice to the Client of a deadline for the Client to close their Open Position and the position remains open after this deadline.
- d) Felix Markets reserves the right to adjust the opening price of any Financial Product that is subject to a Merger Event to reflect any cash portion of the offeror to amend the size to reflect any corresponding adjustment to the underlying asset caused by the Merger Event and/or to close the affected Open Positions and reopen a new position reflecting the new underlying asset that has been created. Any such adjustments will be effective as of a date reasonably determined by us.
- e) If Felix Markets determines that no adjustment can be made under this clause 7(e) which would produce a commercially reasonable result, Felix Markets may close your Open Position at the Close-Out Value on a date reasonably determined by us.
- f) Where the Client is the Long Party for a Share CFD in relation to a US stock or security, and the Share CFD goes ex-dividend, Felix Markets is required by US tax legislation to withhold 30% of the cash adjustment to reflect the impact of the declared dividend. Felix Markets will remit the amount withheld to its liquidity provider who will account the withheld amounts to the proper US authorities. Clients can view amounts withheld for US tax legislation purposes from their account.

## **8. TRADING SUSPENSION AND DISRUPTION**

- a) If, at any time:
  - i. trading in any Underlying Asset on any exchange is suspended or halted; or
  - ii. trading is suspended or halted on any exchange which restricts trading with any relevant index so that Felix Markets is unable to determine the price of the Underlying Asset, then Felix Markets will take the price of the Underlying Asset as being the last traded price before the trading suspension or halt.
- b) If the suspension or halt continues for 5 Business Days, Felix Markets at its discretion may Close-Out your part or all of your Positions. When this happens, Felix Markets will decide the Close-Out date and the Close-Out value of your

Contract in good faith (the Close-Out value will be the Underlying Asset price x the number of Contracts).

- c) Felix Markets reserves the right at all times during any marketing limitations, suspension or disruption to adjust the price of any affected Underlying Asset.

## **9. AMENDMENT, ASSIGNMENT AND TERMINATION**

### **9.1. AMENDMENT**

- a) The terms of this Agreement and any transactions under it may be amended by Felix Markets at any time. Felix Markets will provide Notice to the Client of any such amendment. The Client agrees to be bound by the terms of such an amendment on the earlier of:
  - i. ten (10) Days after Felix Markets has issued a notification to the Client; or
  - ii. on the date of the Client entering any Order after the amendment.
- b) Any other amendments must be agreed to in writing between Felix Markets and the Client.
- c) At no time shall either party enter commitments for or in the name of the other party or use their intellectual property for any purpose whatsoever. Except as specifically provided for in this Agreement, neither party will:
  - i. use the other party's name or intellectual property without the prior written approval of the other party; or
  - ii. represent itself as being affiliated with, or authorized to act for, the other party.

### **9.2. ASSIGNMENT**

- a) Any rights or obligations that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Felix Markets. Felix Markets may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without the consent of the Client including, without limitation, in connection with a sale or transfer of all or part of Felix Markets' business to another person or entity.

### **9.3. TERMINATION**

- a) This Agreement may be terminated immediately by the Client or Felix Markets by Notice to the other in writing. However, termination by either party shall not affect any Order or other transaction previously entered and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Order entered into prior to such termination.
- b) If Felix Markets is made aware of or has reason to believe any of the following:
  - i. that the Client has provided false or misleading information to Felix Markets; or
  - ii. that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing;
  - iii. that the Client is being officially investigated by law enforcement and/or regulatory agencies;
  - iv. that abnormal trading conditions exist;

- v. that Felix Markets is unable to make prices in the relevant Order due to the unavailability of relevant market information for reasons beyond Felix Markets' control;
  - vi. that the Client may be in possession of "inside information" within the meaning of the Securities Services Act, as amended from time to time;
  - vii. a Default Event has occurred;
  - viii. an Insolvency Event has occurred in respect of the Client, then Felix Markets at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and Felix Markets shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Order already placed with Felix Markets.
- c) Within two (2) days of termination of this Agreement, the Client will return or destroy all materials received from Felix Markets as per Felix Markets' written instructions. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

#### **10. SET-OFF AGAINST MONIES OWED**

- a) In addition to other rights available to Felix Markets, the Client authorizes Felix Markets to:
- i. appropriate, transfer, credit, apply or pay monies that may be received or held by Felix Markets on the Client's behalf in payment of any amounts which may be outstanding by the Client to Felix Markets or to an agent of Felix Markets in a transaction effected on the Client's behalf; and
  - ii. set-off against any amounts due to it by the Client, any amounts received by Felix Markets from or on behalf of the Client including but not limited to monies received as Deposits or Margin Calls. Felix Markets may determine the application of any amounts which are to be set-off at its own discretion.
- b) Payments by the Client to Felix Markets in accordance with this Agreement must be made without any set-off, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law.
- c) Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if Felix Markets is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request the Client agrees to keep Felix Markets indemnified against that tax and agrees to pay to Felix Markets any additional amounts required to ensure Felix Markets receives the full net amount that is equal to the amount Felix Markets would have received had a deduction, withholding or payment of tax not been made.
- d) Deposits or Margin Calls deposited by the Client will not fall due for repayment until the Client's obligations under this Agreement and under or in respect of any other account between Felix Markets and the Client are satisfied in full. Until this time, Deposits or Margin Calls will not constitute a debt due from Felix Markets to the Client nor will the Client have any right to receive payment of these funds.
- e) If the Agreement is terminated, the Client and Felix Markets agree that the claims against each other are finally discharged by means of close-out netting. Felix Markets will determine the Close-Out Values for each affected Order in its

sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

## **11. NEGATIVE BALANCE PROTECTION**

The trading systems of Felix Markets are designed with safeguards to protect clients from encountering negative balances when trading under normal market conditions.

All clients are provided with margin monitoring functionality. This functionality monitors the level of collateral should it drop below 100% of the required margin. If it drops below 100%, the margin call mode will be triggered and maintained until the level of 50%. Should the margin level equal to, or drop below 50%, Felix Markets will initiate the closing of current open positions, starting from the most unprofitable considering trading hours of instruments traded by the client. Positions will be closed automatically at the current market price. The clients can set personal limits for risk management purposes. Should a client incur a negative balance due to a “market gap”, the client should inform the Felix Markets support team. Felix Markets will evaluate the inquiry and at its discretion, may credit the client's account with the amount of the negative balance where the debit was during normal trading activity. This policy is available to Private Clients only.

**Clients are expected to always maintain the appropriate levels of margin in the trading account as the recommended method of risk management.**

NOTE: The provisions of this policy shall not apply to:

- a) Force Majeure Event understood as an act of God, war, terrorism, malicious damage, civil commotion, industrial acts, any exceptional market events, or acts and regulations of any governmental or supranational bodies or authorities which in the company's opinion prevent an orderly market in relation to Client's orders;
- b) in abnormal market conditions or exceptional market movements/volatility. where the company determines, in its sole and absolute discretion, that the negative balance is unrelated to the client's trading activity (for example, where the debit relates to any fee or charges of the company);
- c) where the negative balance is connected to or a result of, either direct or indirect, breach of any provision by the client of the Client Agreement of the company or from the breach of the market rules, including but not limited to the laws of the client's country of origin, client's country of residence or any country.

Negative balance accounts – Felix Markets is entitled to combine the balances of any other accounts you hold with us, including any Joint Accounts to affect any set-off of amounts owing between you and Felix Markets, pursuant to our terms and conditions or otherwise, in each case in order to reduce or remove the relevant negative balance before effecting the negative balance protection provisions set out in this clause.

## **12. LIABILITY AND INDEMNITY**

- a) The Client shall indemnify and hold Felix Markets harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client's negligence or wilful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement or if a Default Event occurs.

- b) The Client also agrees to promptly pay Felix Markets for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Felix Markets in the enforcement of any of the provisions of this Agreement.
- c) Felix Markets is not responsible for any delays, charges or loss incurred due to errors in the payment or as a result of a delay in funds reaching the Client's nominated account. The Client agrees to indemnify Felix Markets and be liable for any losses or charges incurred by Felix Markets arising from such error on the Client's behalf.
- d) Felix Markets will not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred by the Client as a result of any acts or omissions by a Third-Party.
- e) Nothing in this Agreement is intended to limit or exclude any liability Felix Markets may owe the Client under any statutory rights the Client may have.
- f) In calculating or mitigating its loss due to a Default Event, Felix Markets is entitled to:
  - i. crystallise, unwind, reverse, void, repair or close any Open Positions by closing any open Contracts; and/or
  - ii. nominate the date on which the open Order is valued; and/or
  - iii. nominate the methodology used to calculate the open Orders' value; and/or
  - iv. take any other action that Felix Markets determines to be reasonably necessary to protect its legitimate interests.
- g) The Client's obligations under this clause 13 shall survive the termination of this Agreement.

### **13. INFORMATION AND CONFIDENTIALITY**

- a) The Client acknowledges and agrees that Felix Markets is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Felix Markets may keep records of the contents and results of such searches in accordance with all applicable Laws.
- b) Felix Markets reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. Felix Markets may pass on information collected from the Client and relating to transactions as required by applicable Anti-Money Laundering and Counter-Terrorism Financing Regulations and is under no obligation to inform the Client it has done so. Felix Markets may undertake all such Anti-Money Laundering and Counter-Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Felix Markets.
- c) Personal information collected by Felix Markets is treated as confidential and is protected by the Data Protection Law. Felix Markets will only collect personal information which is necessary to perform the services contemplated by this Agreement.
- d) Felix Markets will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.
- e) Felix Markets will use reasonable precautions to maintain the confidentiality of information Felix Markets receives from the Client and material and/or data the

Client provides, creates, inputs or develops in connection with the Client's use of the Felix Markets services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that Felix Markets cannot assure that such information, material and/or data will continue to be confidential.

- f) The Client accepts the risk of a Third-Party receiving confidential information concerning the Client and specifically releases and indemnifies Felix Markets from any claim arising out of a Third-Party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to Felix Markets or from Felix Markets intended to be provided to the Client.
- g) The Client acknowledges and agrees that Felix Markets may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorized User, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other Third-Party agent or service provider for any purpose related to offering, providing, administering or maintaining the Felix Markets services, or to comply with applicable Laws.
- h) Due to the inherent risks in transferring currency between parties located in different countries, Felix Markets takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by Felix Markets, to ensure compliance with all applicable anti-money laundering and counter-terrorism financing laws.
- i) The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by Felix Markets, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti-money laundering and counter-terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with Felix Markets.

#### **14. ELECTRONIC VERIFICATION TERMS AND CONDITIONS**

- a) Felix Markets is required by the anti-money laundering and counter-terrorism financing regulations to verify a Client's identity before it can provide the Client with its services. Electronic verification allows Felix Markets to verify a Client's identity by using electronic tools and external data sources.
- b) In order to verify a Client's identity electronically, Felix Markets will request a Client's details (such as your name, address, date of birth) and details of their identification documents.
- c) By agreeing to these terms and conditions a Client agrees that
  - i. Felix Markets may use and disclose personal information for the purposes of electronic verification as described above.
  - ii. It is an offence under anti-money laundering and counter-terrorism financing laws for a Client to provide false and misleading information about their identity.

## **15. DISPUTE RESOLUTION**

- a) Please refer to for further information on how we handle complaints under the Agreements. You acknowledge that our internal and external dispute resolution procedures don't prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

## **16. NOTICES AND COMMUNICATIONS**

- a) Felix Markets may, to the extent of your authorization, send a communication under the Agreements to you or your Authorized Person.
- b) Unless the Agreements expressly say otherwise, all notices, certificates, consents, approvals, waivers and other communications in connection with the Agreements.
  - i. must be sent by email or other means that we specify from time to time.
  - ii. must be signed or issued by the sender (if an individual) or an Authorized Officer of the sender; and
  - iii. will be taken to be received upon sending, unless the sender receives an automated message informing them that the email has not been delivered.
- c) Communications take effect from the time they're received unless a later time is specified in them.

## **17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Law of Comoros under MWALI INTERNATIONAL SERVICES AUTHORITY and Securities Services Act, as amended from time to time. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the ISLAND OF MOHéli.

## **18. SEVERANCE**

- a) A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.
- b) Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that Felix Markets' rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

## **19. FURTHER ACTS**

- a) This Agreement may consist of several copies each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up the one document.
- b) The Client agrees to do anything Felix Markets reasonably requests (such as obtaining consents, signing and producing documents and arranging documents to be completed and signed):
  - i. to bind the Client and any other person intended to be bound under this Agreement;
  - ii. to show whether the Client is complying with this Agreement.

## Terms of this Agreement

1.1 For Legal Entities – The Felix Markets service is owned and operated by Felix Markets LTD(HT00324040). These terms and conditions apply to private clients (“you”) who are dealing with Felix Markets (“us” or “we”) as a Legal Entity, including but not limited to a Corporation, Sole Proprietor, Partnership, Not for Profit Organization, Registered Charity, or Formal Trust, through our Website. In this agreement the terms ‘Felix Markets, the Company, us and we’ all refer to Felix Markets Ltd.

1.2 Use of Agent – To operate an account for a Legal Entity, there must be a legally authorized persons appointed Agent. A legally authorized person is defined as one who has been appointed to represent and sign on behalf of the Entity. typically through Resolution of the Entity. Please note any individual authorized to act on behalf of the Entity will be required to meet Know Your Client and ID verification requirements.

1.3 Structure of this Agreement – This Agreement comprises the entire agreement between the Parties with respect to the use of the Services of Felix Markets by the Customer. The Terms and Conditions of this agreement apply to all Transactions you subsequently enter into with us.

1.4 Other Documents – The following documents are available on our website under ‘Legal’ ([www.felixmarkets.com](http://www.felixmarkets.com)) and you acknowledge that you have access to them.

Anti-Money Laundering Certification,  
Privacy Statement,  
Website Client Agreement

When signed in to the Felix Markets trading platform, you will also have access to these Terms and Conditions as well as our Complaints Handling Policy.

## 2 Definitions

Authorize means authorize the stage of a Transaction when we transmit your funds from our account to your nominated Recipient account.

Authorized Signatory means an individual appointed and legally authorized by you to provide Instructions to us on your behalf.

Booking means booking a Transaction by providing us with all of the relevant Transaction details.

Business Day means a day on which we are open for business which does not include Saturday and Sunday, New Year’s Day, Christmas Day, Boxing Day, Good Friday and all Canadian statutory holidays.

Close Out means reversing a Transaction in the circumstances set out in Section 8 or otherwise pursuant to this Agreement.

Transaction Confirmation means a written communication, however described, provided by us confirming the details of any Transaction that you have booked by telephone, email or online.

Delivery Date means the date on which we have requested that you deliver your funds to our account for transmission.

Forward Contract means a foreign exchange contract under which we agree to exchange money at an agreed exchange rate and at an agreed time which is between 48 hours and 12 months from the time of the contract being entered into.

Insolvency Event means:

- (a) a receiver, manager, trustee, administrator, controller or similar external administrator is appointed over any of the assets or undertakings of the Client;
- (b) the Client is or becomes unable to pay its debts as and when they are due;
- (c) the Client ceases to carry on a business;
- (d) an order is made for the winding up or dissolution of the Client otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Client.

Instructions means a request made by you to enter into a Transaction and shall be taken to include any information, communications or documents incidental to or relating to a Transaction whether we process the Transaction or not.

Legal Entity means an entity that is a corporation, formal trust, partnership, fund, or unincorporated association or organization.

## 9 Closing Out

We may Close Out a particular transaction or all transactions you have with us without notice if:

a) You fail to make any payment when it is due b) You fail to provide requested material information c) Information you have given us is inaccurate, incomplete or misleading d) Bankruptcy proceedings are commenced against you e) You breach an important part of this agreement f) The performance of our obligations under this agreement becomes illegal

When we Close Out a transaction we go into the market and sell the currency we initially bought for you. In all likelihood the market price would have moved and if a loss is incurred you will be liable to pay us the amount of that loss, together with any other expenses that may have been incurred.

We will not pay out to you any resulting profit from a Closing Out.

You acknowledge that any loss resulting from closing out your transaction is a debt payable by you and that we may deduct this loss from any money we might hold for you. The balance of any money owing should be paid within 7 days of the closing out.

## 10 Services

We offer Spot Contracts to be settled immediately and Forward Contracts to be settled between 2 days and 12 months.

The Felix Markets Platform is not for speculative trades and we do not offer any form of margin trading. All transactions entered into must be settled by the customer by delivering to us the full amount of the funds you have sold.

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1.2 Use of Agent – To operate an account for a Legal Entity, there must be a legally authorized persons appointed Agent. A legally authorized person is defined as one who has been appointed to represent and sign on behalf of the Entity. typically through Resolution of the Entity. Please note any individual authorized to act on behalf of the Entity will be required to meet Know Your Client and ID verification requirements.

1.3 Structure of this Agreement – This Agreement comprises the entire agreement between the Parties with respect to the use of the Services of Felix Markets by the Customer. The Terms and Conditions of this agreement apply to all Transactions you subsequently enter into with us.

1.4 Other Documents – The following documents are available on our website under ‘Legal’ ([www.felixmarkets.com](http://www.felixmarkets.com)) and you acknowledge that you have access to them.

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Delivery Date means the date on which we have requested that you deliver your funds to our account for transmission.

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Insolvency Event means:

- (a) a receiver, manager, trustee, administrator, controller or similar external administrator is appointed over any of the assets or undertakings of the Client;
- (b) the Client is or becomes unable to pay its debts as and when they are due;
- (c) the Client ceases to carry on a business;
- (d) an order is made for the winding up or dissolution of the Client otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the Client.

Instructions means a request made by you to enter into a Transaction and shall be taken to include any information, communications or documents incidental to or relating to a Transaction whether we process the Transaction or not.

Legal Entity means an entity that is a corporation, formal trust, partnership, fund, or unincorporated association or organization.

Maturity Date means either the Business Day selected by the Customer for the settlement of a Trade or if the Customer does not select a Business Day for the settlement of a Trade, then two (2) Business Days following an executed Trade.

Order Confirmation means the notification we send you confirming the details of the Order you have entered into with us.

Order means a limit order pursuant to which you may instruct us to enter into a Transaction only when a Target Rate has been reached.

Partner means an Individual who works with Felix on a contract basis for client referrals.

Payment Reserve means payment of part of the full amount due to us on Maturity Date in relation to a forward transaction.

Platform means the Felix Markets online dealing platform

Rate means the foreign currency exchange rate that we quote you for a Transaction.

Recipient Account means the account to which you are sending your funds.

Spot Contract means a foreign exchange contract under which we agree to exchange money at an agreed rate within 48 hours of the contract being entered into.

Target Rate means the rate at which an Order is triggered.

Transaction means a Spot Contract, a Forward Contract or an Order, and shall be taken to refer to a series of transactions pursuant to standing instructions given by you.

Websites means any websites owned by us.

### **3 Representations and Warranties**

You represent and warrant to Felix Markets that:

You are a legally authorized individual (eg. Director, Officer, Partner, Trustee) or appointed User – as detailed in Schedule 1 of these Terms and Conditions.

You are acting for the exclusive benefit of the Legal Entity (Customer) and not on behalf of a Third Party.

The Business documents provided, supporting your role and responsibility for the Legal Entity, are current and valid

You have a valid commercial reason for entering into each Transaction and will not enter into any Transaction for speculative trading purposes;

In making your decision to enter into a Transaction, you will not rely on any market related information that may be provided from time to time by us on our website or by our employees or consultants.

Execution of this Agreement and performance of your obligations under this Agreement

will not violate any statute, regulation or bylaw

All information provided by you to the Company is true, correct and complete and you will notify the Company promptly if that information changes.

Any change in Legally Authorized persons, Officers or Directors or Beneficial Ownership will be reported to the Company promptly and no later than 10 business days.

You understand failure to update your account information may result in refusal to process, or close out of a Transaction.

Felix Markets does not provide investment or tax advice

**Your Indemnity** – You agree to indemnify us for any costs, expenses or fees we may incur as a result of your failure to perform your obligations under this Agreement, whether they arise under Section 9 or in some other way. This includes any legal costs that we may incur in order to enforce our rights or recover any amounts you owe us. You also agree to indemnify us for any fees, costs, duties and taxes charged by third parties in relation to the Transactions you enter into, including fees charged by your Recipient bank, whether or not those fees or charges were notified to you in advance.

You are responsible for keeping your user name and password private and responsible for access to your account on our platform once you have logged in. When we act on instructions from your account you agree to indemnify us for all losses arising from unauthorized access to your account unless these losses arise due to negligence on our part. Where we are liable for any unauthorized transaction we will credit your account with any money lost up to the amount of the transaction. We will have no further liability to you.

You will be responsible for all losses (including the amount of any transaction carried out without your authority) if you have acted without reasonable care or you have acted fraudulently. Once you have notified us of any unauthorized access to your Felix Forex account we will suspend your account and you will not be responsible for any unauthorized instructions carried out after this point.

#### **4 Limitation of Liability**

Felix Markets will not be liable to the Customer for any loss, costs or damages incurred resulting from the Customer's use of the Felix Markets online dealing platform or non-use if the platform is unavailable for any reason. Whilst we do everything in our power to ensure the speedy transmission of funds, we cannot guarantee that delays in the transfer of funds won't happen and cannot accept any liability to you for any loss resulting from such a delay.

No Liability for Delays – You acknowledge that delays in the transmission and receipt of payments may occur. In particular, you acknowledge that we operate an online dealing platform that could be subject to technical, or other, problems, the nature and duration of which may be beyond our control. Our service also involves the use of intermediaries who are outside our control. Accordingly, while we do everything in our power to ensure the timely transmission of funds, we cannot guarantee that transfers of funds will always be made on time and cannot accept any liability to you for any loss suffered by you as a result of any delays in the transmission of funds.

Liability Limited – We do not in any circumstances assume liability to you in excess of the amount of money you have actually paid to us in relation to any particular transaction. We will not be liable to you for any form of consequential damages or loss that you may suffer as a result of:

- (i) delays in the transfer of your funds, or
- (ii) our refusal at any time to transfer your funds.
- (iii) communication malfunctions

Without in any way limiting the effect of this paragraph or any other paragraph of this agreement, “consequential damages” shall be taken to include damages arising from:

- (i) loss of business,
- (ii) loss of opportunity to realize a gain as a result of foreign exchange fluctuations;
- (iii) loss of any other opportunity, or
- (iii) loss of interest on funds.

For the avoidance of doubt and without limiting any other provision of this Agreement:

- (a) if your funds fail to reach your Recipient Account as the result of a mistake made by us, we will credit your Recipient Account in the full amount of the funds you expect to receive but that shall be the full extent of our liability to you;
- (b) if we Close Out or refuse to process one or more of your Transactions for any reason, we shall refund to you any funds that we hold on your behalf by way of Advance Payment or otherwise, but that shall be the full extent of our liability to you.

c) While transactions can be entered in the system at any time, settlement will take place during business hours and is dependent upon on banking partners. Typically, M- F 8 am – 5 pm EST.

## **5 Anti-Money Laundering**

Due to the inherent risks in transferring Currency between entities located in different countries, Felix Markets takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. In some circumstances, Felix Markets may not be able to onboard a customer and/or transfer funds to certain jurisdictions based upon Sanctions, Regulations or licensing laws in the jurisdiction.

The Customer understands that law enforcement and regulatory agencies may periodically inspect all Trades executed with Felix Markets either by the consent of Felix Markets or pursuant to applicable law. Therefore, the Customer understands that all information regarding Trades, accounts, and related transactions could potentially be disclosed by Felix Markets to, and reviewed by, law enforcement and other regulatory agencies in accordance with applicable law.

PCMLTF Compliance – You undertake that you will not knowingly do anything to put us in breach of the Proceeds of Crime (Money Laundering) & Terrorist Financing Act (PCMLTF), Anti-Corruption Act or Foreign Corrupt Practices (FCPA) rules and other subordinate instruments (AML/TF Laws). You undertake to notify us if you become aware of anything that would put us in breach of AML/TF Laws.

You agree to provide, when requested, additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/TF Laws in Canada or an equivalent overseas jurisdiction.

You acknowledge that operating an account on behalf of an undisclosed Third Party is a violation of these Terms and Conditions. You further understand that transfers to an unrelated Third Party may result in a Third Party determination requirement and, requests for additional supporting documentation to identify the purpose of the transaction and relationship to you.

You undertake that you are not aware and have no reason to suspect that:

- (i) the money you are transferring is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities); and
- (ii) the money you are transferring will be used to finance, or is connected with, Illegal Activities.

n certain circumstances, we may be obliged to freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/TF Laws. If this occurs, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your account.

We retain the right, at any time, to refuse, in our sole discretion, to provide services.

## **6 - Privacy**

Felix Markets sets a high standard of information security. Our aim is to protect the confidentiality, integrity and availability of Felix Markets Ltd. and our customer information and as such we implement a range of physical, technical and administrative security measures to maintain the safety of your personal information. Comprehensive Information about your rights and the data we collect and how it is used is laid out in the Felix Markets privacy policy, which is available upon request.

Felix Markets will take all reasonable precautions to ensure that the information provided to us by the Customer will be kept private and confidential. We collect your personal information in order to provide our products and services and to satisfy our regulatory obligations under the guidelines set down by MWALI

We may provide your personal information to our intermediary bankers and to any government regulatory bodies that normally require it or may request it. We may also provide your information to any partners, agents or intermediaries who are a necessary part of the provision of our products and services.

You acknowledge and agree that we use international intermediaries to process Transactions on your behalf and that your personal information may be sent to those overseas intermediaries in order to complete the Transaction.

You acknowledge and agree that we may contact your bank to verify your identity, banking information and any other information relevant to this Agreement and your obligations under this agreement. You also authorize Felix Markets to consult reputable third party providers and to use the information we have collected from you to confirm on an ongoing basis the Customer's identity via credit file, credit reference checks and/or Mobile Service providers. These checks allow Felix Markets to verify your identity and avoid fraud. These third parties may change from time to time.

## **7 - Consent**

Under the terms and conditions of this service agreement you have consented to allow Felix Markets to use your data in the manner and under the terms laid out in the Felix Markets Privacy policy. That consent is freely given, specific, informed and unambiguous. You understand how your data is collected, utilized and by whom as laid out in the privacy policy. You are giving your consent to each of the various uses of your data Felix Markets needs to offer you its services as a financial institution.

You understand that we use your data under two legal bases: your specific consent as laid out above and under the legal basis, which speaks to AFLs legal and regulatory responsibility to utilize your data to satisfy its legal requirements as a Financial Institution.

You consent to the electronic recording of telephone conversations without a warning message being given and that we may use the recordings as evidence in any dispute that may arise between us.

You must keep your information up to date either by informing us directly or through your client profile.

Felix Markets Ltd. will review its privacy policy and by extension these terms and conditions from time to time to reflect changes to our operations and practices, new regulatory obligations and advancing technology.

## **8 - Transactions/Instructions**

**Username and Password** – You will create a user name and password when you first register with Felix Markets. The password can be changed at any time by the customer by accessing the Client Profile through the Felix Markets platform. Should the customer forget his password a new temporary password will be issued once the Company has verified the customer's identity. It is your responsibility to ensure the security of your username and password. We will rely on any Instructions received pursuant to the use of the username and password without checking the identity of the user and you will at all times be bound by those Instructions. You can provide us with instructions either online, by email or by telephone.

**Authority** – As a Legal Entity, an individual must be appointed as your Representative/Agent "Super User" to act on your behalf ("Agent") in accordance with section 1.2 and in one of the Roles details in Schedule A to these Terms & Conditions. We will act in accordance with all Instructions received from your Agent, and you will be bound by those Instructions, until you withdraw your authority for that Agent in writing.

**Right not to accept Orders** – We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to process your instructions we shall not be obliged to give a reason.

We may suspend any service provided to you as part of the Felix Markets service without notice where we consider it necessary to do so. We take our exchange rates from various market sources that we believe to be accurate however if one of those sources produces an 'off market' rate then we reserve the right to correct the rate. An off market rate is considered to be an exchange rate that is outside the day's trading range.

**Cancellation of Instructions** – We can only cancel your instructions if we have not acted upon them. Once a Transaction has become legally binding, you may not cancel the Transaction in any circumstances. If the customer made an error in inputting instructions then Felix Markets will make reasonable efforts to correct the Transaction but the customer understands and accepts that Felix Markets is not obliged to make corrections and if corrections are made the Customer is liable for any costs incurred.

Customers can enter into a transaction by giving Instructions via the platform, by telephone or by email. The Transaction will be legally binding when we receive your Instructions. If transacting via the platform, the transaction is legally binding as soon as we receive your electronic instructions. We will provide you with confirmation of the Transaction details on the screen at the time of transaction and also send details by email. If you book a transaction by telephone the Transaction is legally binding at the conclusion of the telephone call. A Transaction Confirmation will be sent by email. If you book a Transaction by email, the Transaction will be legally binding when we process the email. This method may not be immediate but will be processed as soon as the email is picked up. A Transaction Confirmation will be sent by email.

### **Transaction Confirmation**

The terms of each Trade will be set out in the Transaction Confirmation presented to the Customer on the Transaction Confirmation Screen, which follows the Customer acceptance of the Transaction. The Transaction confirmation is evidence of the completed Transaction and the terms of the completed Transaction.

The Transaction will not be invalidated if, for any reason, the Transaction Confirmation is not presented to the Customer by Felix Markets on the Transaction Confirmation Screen as a result of a computer malfunction or any other reason. If, for any reason, the Transaction confirmation is not presented to the Customer, the records of Felix Markets with respect to that Transaction will constitute conclusive evidence of the terms of the Transaction. If a Transaction confirmation is not presented to the Customer for any reason, the Customer should notify Felix Markets immediately by calling the Customer Support Number, and Felix Markets may provide the Customer with a confirmation by email or other means setting out the terms of the Transaction

## **Forward Transactions**

A forward transaction is an agreement to exchange currencies at a maturity date beyond the spot settlement date. Felix Markets offers forward transactions out to 1 one year maturity. Forward transactions are currently only offered by telephone dealing. Upon the completion of the telephone call any transaction agreed on the call becomes legally binding and a Transaction Confirmation will be sent by email to the customer. Any errors in the Confirmation should be reported immediately to the Company. Should we not hear from the customer within 24 hours the confirmation will be deemed to be correct. In the event of any dispute the recording of the telephone conversation will be used as evidence.

## **Payment Reserve**

To secure the forward transaction and protect the Company against adverse market movements and customer counterparty risk Felix Markets reserves the right to ask the Customer for an advance payment (Payment Reserve). This will generally be in the region of 8-10% of the full value of the forward contract. It is possible that we may request additional Payment Reserves at any time prior to Maturity Date. You acknowledge that the amount of the Payment Reserve is determined at our discretion.

Failure to pay a Payment Reserve when requested may result in the Forward Transaction being closed out as per Section 8.

## **Maturity Date**

It may be possible at our discretion to adjust the Maturity Date, either to extend it or bring it forward. If we agree to this you acknowledge that the Rate may need to be adjusted to account for the new Maturity Date.

## **Payment for Transaction**

Once a Trade has been finalized and entered into following the Customer's acceptance, the Customer must make each payment or delivery required to be made by it under the terms of the Trade in the Currency, in the amount, on the date and in accordance with the settlement instructions for the Trade, as set out in the related Trade confirmation. All payments must be received by us in cleared funds and for the full amount being transferred, including any fees that may be payable, before we credit your Recipient account.

### **Spot Transactions**

Payment into our account of the full amount required to settle the Spot Transaction must be initiated on the day the Transaction becomes legally binding. If we have not received the funds within 2 business days we reserve the right to Close Out the Transaction in accordance with Section 9 with the Customer liable for any losses the Company might take.

### **Forward Transactions**

The Payment Reserve must be initiated on the day the Transaction becomes legally binding. The balance of the Forward Contract must be paid to us in full on or before the Maturity Date. The balance is determined as the full amount of the forward transaction less any Payment Reserves already paid. Failure to comply with these conditions may result in the transaction being Closed Out as per Section 9.

### **Electronic Funds Only**

You agree to make all payments into our account electronically and you acknowledge that we will transmit your funds by electronic means only. We do not accept cash or cheques.

### **Recipient**

You must provide us with full Recipient details, including Name and Address of the account holder and Name and Address of the Recipient Bank. We will not be liable for any costs caused by delays in settling transactions due to erroneous Recipient details.

### **Third Party Payments**

From time to time the Customer may request that a payment due to the Customer be made to an account in the name of a third party and in these cases Felix Markets may require additional background information. The Customer acknowledges and agrees that Felix Markets does not accept or bear any liability or responsibility for any loss, including Consequential Loss, incurred or sustained by the Customer as a result of or arising from Felix Markets paying a third party account.

### **Funds Held by US**

We do not hold your funds in trust. Funds are held in a client account separate from the working capital account of the Company.

## **Interest**

We shall not pay interest on any money held by us as a Payment Reserve, or held for any other reason.

## **Mistakes**

If we have acted in accordance with your instructions and your funds have been sent to the wrong account as a result of a mistake made by you we are under no obligation to recover the funds or to resend the funds to the correct Recipient. If we have made a mistake by sending the funds to the wrong account, we will take immediate action at our expense to recover those funds and resend them to the correct account.

## **9 Closing Out**

We may Close Out a particular transaction or all transactions you have with us without notice if:

a) You fail to make any payment when it is due b) You fail to provide requested material information c) Information you have given us is inaccurate, incomplete or misleading d) Bankruptcy proceedings are commenced against you e) You breach an important part of this agreement f) The performance of our obligations under this agreement becomes illegal

When we Close Out a transaction we go into the market and sell the currency we initially bought for you. In all likelihood the market price would have moved and if a loss is incurred you will be liable to pay us the amount of that loss, together with any other expenses that may have been incurred.

We will not pay out to you any resulting profit from a Closing Out.

You acknowledge that any loss resulting from closing out your transaction is a debt payable by you and that we may deduct this loss from any money we might hold for you. The balance of any money owing should be paid within 7 days of the closing out.

## **10 - Services**

We offer Spot Contracts to be settled immediately and Forward Contracts to be settled between 2 days and 12 months.

The Felix Markets Platform is not for speculative trades and we do not offer any form of margin trading. All transactions entered into must be settled by the customer by delivering to us the full amount of the funds you have sold.

We offer Spot Contracts to be settled immediately and Forward Contracts to be settled between 2 days and 12 months.

The Felix Markets Platform is not for speculative trades and we do not offer any form of margin trading. All transactions entered into must be settled by the customer by

delivering to us the full amount of the funds you have sold.

We will not enter into any arrangement whereby the Customer nets off 2 separate transactions that would allow the Customer to pay or receive any loss or profit realised by the net off. All transactions need to be settled in full.

We do not offer financial advice. The Felix Markets platform is for execution only.

## **11- Termination**

The parties may terminate the agreement for material or fundamental breach of the agreement as mandated under Common law. The parties independently also have a right to terminate upon any of the following termination events, which may be mutual or unilateral:

- (a) termination on 30 days notice
- (b) termination on insolvency
- (c) termination on a change of control

## **12- Records**

Our records will be evidence of your dealings with Felix Markets. You agree not to object to the admission of our records as evidence should any legal dispute arise between us. You acknowledge that our records are kept in electronic format and are not in writing.

## **13 - Disputes**

If you have a problem with our service you should bring it to our attention immediately. Our complaints officer will attempt to resolve the dispute to your satisfaction as quickly as possible.

If a satisfactory outcome cannot be achieved you can refer your case to an independent arbitrator. Under this Client Agreement you agree to be bound by the decision of the arbitrator.

Nothing in this agreement prevents either of us approaching a court to appeal the decision of the arbitrator or to take legal action to recover any amounts owed to us by way of Closing Out.

## **14 - Changes to Agreement**

From time to time we may modify these Felix Markets Terms and Conditions. We will inform you by email of any changes made and your continued use of the Felix Markets Service after being notified of any changes will constitute your agreement to and acceptance of the changes.

If any part of this agreement becomes invalid under applicable law it will not affect the validity of the rest of the agreement.

Neither party will be liable for any failure or delay in performance (except for responsibility to make payments) due to government acts (e.g. currency controls), acts of God, war of civil unrest, or other circumstances beyond the party's reasonable control.

The Terms & Conditions will be reviewed periodically, or upon material changes to any provision stated herein. Current Terms & Conditions are available for client review at any time on our Website. Updates to Terms & Conditions will be announced on the landing page of the Felix Markets Webpage.

## **15 - Acceptance**

By proceeding with opening an account the Customer confirms that the representations and warranties in this Agreement are true and that the Customer accepts this agreement in its entirety.

## **Schedule 'A'**

### **Users for Legal Entity Account**

When a Legal Entity account is opened at Felix Markets, an Individual who is appointed a Legally Authorized Signatory "Signatory" on behalf of the Entity must review, acknowledge and agree to the Terms & Conditions to open and operate an account at Felix Markets. A signatory has, in his/her sole discretion, the ability to execute, acknowledge, appoint, verify, deliver, file and record, for and in the name of the Entity any and all documents evidencing the existence of the Entity, its organization structure and ultimate beneficial ownership.

A Legal Entity may have multiple users as authorized persons with access to the customer account. An Authorized Persons shall be any person, whether or not an officer of the customer, who is authorized to give oral and/or written and/or electronic Instructions with respect to the customer account. Any person who is not an Officer/Director or Ultimate Beneficial Owner will be an authorized person conducting a transaction for the Entity under a service agreement. Authorized persons must be designated a specific User 'Role' with predetermined privileges.

All authorized persons must be assigned by an Individual who is appointed a signatory on behalf of the Entity. One User may be assigned more than one role if deemed appropriate by the Signatory.

Multiple Users are classified as one of five roles, as outlined below:

### **Administrator Role**

The Administrator role is automatically assigned to the signatory who initially opens the Entity account. This role may be reassigned in coordination with an onboarding specialist at Felix Markets. The Administrator role represents the 'Super User' for the account who can update records, upload documents, add recipients and enter transactions.

### **Trade Creator Role**

The trade creator is an individual who has been assigned authorization to enter transactions concerning the entity's account. Transactions entered by a trade creator must first be approved by the Administrator or Trade Approver prior to processing.

### **Trade Approver Role**

The trade approver is an individual who has been assigned a level of discretionary trading authorization that gives the assigned individual the power to both enter and execute orders or make transaction related inquiries concerning the entity's account.

### **Recipient Creator Role**

The recipient creator is an individual who has been assigned authorization to add potential new recipient payees on behalf of the Entity.

### **Recipient Approver Role**

The recipient approver is an individual who has been authorized to add new recipients, approve recipients added by others and delete existing recipients on behalf of the Entity.