

AT GLOBAL MARKETS (AUSTRALIA) PTY LIMITED
INSTITUTIONAL AND WHOLESALE CLIENT
AGREEMENT JANUARY 2026

**INSTITUTIONAL AND WHOLESALE CLIENT
AGREEMENT**-3 February 2026

AT Global Markets (Australia) Pty Ltd

ABN 99 153 803 804

Australian Financial Services Licence No. 418036 Version 5

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CLIENT AGREEMENT

This Client Agreement is entered into by and between AT Global Markets (Australia) Pty Ltd ("ATFX Connect"), a company established under the laws of Australia, and the undersigned individual or legal entity, ("Client") that wants to open a client account ("Account") with ATFX Connect.

The Client agrees that ATFX Connect may immediately amend this Agreement where reasonably necessary to comply with applicable laws or regulations or at the direction of a regulatory authority.

The Client agrees that ATFX Connect may also amend this Agreement for other legitimate commercial purposes by giving the Client at least 30 days prior written notice. If the Client objects to any such amendment, the Client may terminate the Agreement by notice in writing to ATFX Connect before the effective date of the amendment. No amendment of key commercial terms such as fees and charges will take effect without at least 30 days prior written notice to the Client. The Client's continued use of service after the effective date of any amendment will constitute acceptance of the amended Agreement.

The Client understands that this Client Agreement cannot be modified by any verbal statements or written amendments that the Client seeks to make to the Client Agreement without written acceptance from ATFX Connect.

This Client Agreement shall not be deemed to be accepted by ATFX Connect nor become a binding contract between the Client and ATFX Connect until the Client's information is verified, and Application is approved by ATFX Connect.

This Client Agreement, and any other legal documents which form part of the Agreements between you and us will come into effect on the date we open your Account, and, for any new versions thereafter, on the date we notify you.

In consideration of ATFX Connect's agreement to carry one or more Accounts of the Client and provide services to the Client in connection with the purchase and sale of over-the-counter ("OTC") foreign currency exchange, or other derivatives contracts (collectively referred to as "ATFX Connect Products"), the Client agrees as follows:

Prior to the client opening an Account and placing an order or Transaction with the firm, the Client must spend the necessary time to read and understand these Terms, as well as any additional documents and information (forming part of the Agreement or otherwise) available on the Firm's website or upon request.

1. RISK ACKNOWLEDGEMENT

- 1.1. ATFX Connect is an issuer of contracts for difference (CFDs) and margin foreign exchange contract (Margin FX Contracts) through its online Trading Platform. ATFX Connect offers CFDs to the clients on indices, options, currencies, metals, commodities and such other CFDs as may be notified to the Client from time to time.
- 1.2. Client acknowledges that neither ATFX Connect nor any of its representatives guarantees to the Client that they will profit from trading or investing in ATFX Connect Products.
- 1.3. Client acknowledges that investments in Margin FX Contracts and CFDs are speculative and involve a high degree of risk.

Client warrants that Client is willing and able, financially and otherwise, to assume the risk of Margin FX Contracts and CFDs trading.

- 1.4. The Client recognises and understands that because of the low margin normally required in Margined transactions, price changes in the underlying asset may result in significant losses which may substantially exceed the Client's investment and Margin deposit including any realised profit and loss.

- 1.5. Although ATFX Connect will have qualified representatives available on the telephone during business hours, a representative may become unavailable due to communication, other malfunction, or high call volume. The Client acknowledges and agrees that they will hold ATFX Connect harmless for any loss or missed trading opportunity resulting from any communication problems the Client may encounter.
- 1.6. The Client understands that ATFX Connect encourages the Client to use only that portion of leverage that the Client is comfortable with and to use money management precautions such as, but not limited to, Stop Loss Orders for the purpose of limiting risk. Client acknowledges that placing contingent Orders will not necessarily limit the Client's losses to the intended amounts. ATFX Connect reserves, at its sole discretion, the right to reduce or increase the amount of leverage given on Account or any ATFX Connect Product at any time and without notice.
- 1.7. The Client acknowledges that ATFX Connect strongly recommends that when speculating the Client does not risk more capital than the Client can afford to lose. The Client acknowledges that a good general rule is never to speculate with money that, if lost, would alter the Client's standard of living.
- 1.8. The Client understands that it must carefully consider the risks of the ATFX Connect Products and the Client's capacity to meet its potential losses before investing.
- 1.9. The Client accepts and fully understands that it has not received any guarantees on negative balance protection or similar representations from ATFX Connect and its affiliated companies.
- 1.10. In consideration of ATFX Connect's opening the Client's Account, Client agrees not to hold ATFX Connect responsible for losses. Client understands that guarantees of profit or freedom from loss are impossible in trading Margin FX Contracts and CFDs. Client acknowledges that Client has received no such guarantees from ATFX Connect or from any of its representatives or any introducing agent or other entity with whom Client is conducting his/her Account and has not entered into this Client Agreement in consideration of or in reliance upon any such guarantees or similar representations.

2. NO ADVICE AND NO RECOMMENDATIONS

- 2.1. Client acknowledges that ATFX Connect does not give investment, legal or tax advice or make trading recommendations. Any information or general financial product advice that ATFX Connect gives is generic in nature and does not take into account Client's financial situation, needs or personal objectives. In particular, ATFX Connect does not give the Client advice about whether the Client should open, hold or Close-Out a Contract. The Client must consider the appropriateness of entering into a Contract having regard to Client's own financial situation, needs or personal objectives and obtain Client's own independent financial advice.
- 2.2. Dealings with the Client will be carried out by the Firm on a non-advised and execution-only basis.
- 2.3. The Client further understands that ATFX Connect does not review the appropriateness or suitability of any Transactions or investment strategies employed in the Account either by the Client or by the Client's duly authorised representative. Client hereby agrees to hold ATFX Connect and its officers, directors, employees, agents and affiliates harmless from any liability, financial or otherwise, or expense (including legal fees and disbursements), as incurred, as a result of any losses or damages Client may suffer with respect to any such decisions.
- 2.4. ATFX Connect does not make any recommendations or advice on the merits of dealing in particular investments or executing particular Transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. The Client acknowledges that any information provided by ATFX Connect as to the terms of a Transaction or its performance characteristics does not itself amount to advice on the

merits of the investment. Where ATFX Connect provides general trading recommendations, independent research and market commentary.

3. APPLYING FOR AN ACCOUNT

- 3.1. The Client must complete an Application Form in order to apply for an Account. ATFX Connect will decide in its sole discretion whether to accept the Application. As you are applying for an Institutional or Wholesale account you will need to prove your institutional status in your application process or meet the Wholesale client requirements which are outlined in sections 708 and 761G of the Corporations Act. Once assessed your account with either be opened or your application will be rejected. Should you in the future wish to be classified as a retail client, then you will have all the protections provided by the product intervention order 2020/986 but you will no longer be entitled to be provided with higher leverage rates.
- 3.2. This agreement pertains to Institutional and Wholesale clients. Institutional clients and Wholesale Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk, they are thus afforded fewer regulatory protections than Retail Clients.
- 3.3. Where ATFX Connect accepts an Application, it will open an Account for the Client and require the Client to pay an initial Margin to ATFX Connect. The Client agrees to pay ATFX Connect in cleared funds and maintain those funds with ATFX Connect at all times in accordance with the Agreements.

Multiple Accounts

- 3.4. The Client may apply for more than one Account. Where the Client has opened more than one Account with ATFX Connect, ATFX Connect will treat the Accounts as entirely separate, except as otherwise expressly provided in the Agreements. Any amount standing to the Client's credit on one Account does not discharge any of the Client's losses in respect of another Account.
- 3.5. Where Client requests, ATFX Connect may, in its absolute discretion, agree to treat the Accounts as one Account. In this case, all references to the Accounts in the Agreements are taken to be the Client's aggregated Accounts.

Joint Account Holders

- 3.6. If more than one (1) person holds the Account, all of the joint holders agree to be jointly and severally liable for the obligations assumed under the Agreements. All joint account holders must qualify either as Institutional or Wholesale Clients in order for the joint account agreement to be effective.
- 3.7. Any one or more of the joint holders shall have full authority over and incur full risk for the Account. This includes the authority to:
 - deposit funds with and withdraw funds from ATFX Connect in accordance with the Agreements.
 - to receive notices, confirmations, requests, demands and all other forms of communications; and
 - to settle, adjust, and give releases with respect to any and all claims, demands, disputes, and controversies.
- 3.8. Any notice or other communication provided by ATFX Connect to one such person is deemed to have been provided to all such persons. ATFX Connect's rights under the Agreements apply if an Event of Default occurs in respect of any one of such persons.
- 3.9. ATFX Connect may terminate this Client Agreement by written notice to any one of the joint owners. In the event that ATFX Connect receives a notice of a dispute between or conflicting instructions from joint holders, ATFX Connect may place restrictions on the Account, including restrictions on withdrawals or transfers from the Account, until ATFX Connect receives satisfactory

documentation that the dispute has been resolved or the joint holders together give AFX Connect instructions.

4. DEPOSITS AND WITHDRAWALS

There are 3 main channels to make deposits to your account. You may transfer funds to us using a bank transfer (wire), an international bank transfer (wire) or by sending USDT funds using a crypto wallet which will be converted to USD by our Virtual Assets Service Provider (VASP). When you withdraw, you should withdraw funds to the channel that you used to deposit funds as a general rule. AFX Connect does not usually allow the use of multiple funding channels except in exceptional circumstances. Any such exceptions will be solely at the discretion of AFX Connect and if we approve an exception this may be subject to additional fees or charges.

5. CLIENT MONEY

- 5.1. Any money that you transfer to us, or which has been transferred on your behalf will be held in an account with an Australian Deposit Taking Institution (ADI) and this will be referred to as a Client Money Account which will be established, maintained and operated in accordance with the Client Money Rules as set out in Part 7.8 of Division 2 of the Corporations Act, the relevant regulations in the Corporations Regulations 2001, ASIC Regulatory Guide 212: Client Money Relating to Dealings in OTC Derivatives and ASIC Client Money Reporting Rules 2017 ("Australian Client Money Rules"). Your Money will be segregated from our own money in accordance with the requirements of the Client Money Rules but may be used in connection with margining, guaranteeing, securing, adjusting or settling in derivatives by us, including dealings on behalf of other parties. Unless otherwise agreed you will not be entitled to any interest on your money held by us and we will retain any interest that may be earned on your money. To the extent permitted by law and subject to any client money rules, we can use your money for the payment of amounts to counterparties with whom we enter into derivatives to hedge our exposure to you or other clients in connection with the financial products acquired or disposed of or hedge our exposure to other clients who have entered into these financial products under the Agreement with us.

6. MARGIN REQUIREMENTS

- 6.1. You incur a Margin requirement when you place an Order which creates an Open Position. If your Free Margin is less than the Margin Requirement (plus Our Spreads and any applicable charges) for the Order you wish to place, we will reject your Order. Margin Requirement is due and payable when you place the Order and must be maintained at all times until the Open Position is closed.
- 6.2. The Client shall provide and maintain Margin in such amounts and in such forms as AFX Connect, in its sole discretion, may require. The Client agrees to deposit immediately any additional Margin as and when required by AFX Connect.
- 6.3. AFX Connect is not under any obligation to keep the Client informed of the Client's Account balance and Margin Requirement (i.e. to make a Margin Call) however if AFX Connect in its discretion elects to make a Margin Call it will do so via the Trading Platform. It is your responsibility to monitor your Account(s) at all times and to maintain your Margin Requirement. Your Margin Requirement may also change due to fluctuations in the value of your Open Positions. We may call for further margin at any time if you do not meet your Margin Requirement for any reason. Failure to maintain your Margin Requirement will be treated as an Event of Default.
- 6.4. If, at any time during the term of a Contract, the Free Margin is less than the Margin Requirements on the Account, the shortfall is immediately due and payable to AFX Connect. The Client must immediately Close-Out any open Contracts or transfer adequate funds to AFX Connect.

- 6.5. AFX Connect may change Margin Requirements at any time without prior notice. AFX Connect retains the right to limit the amount and/or total number of open Contracts that the Client may acquire or maintain with AFX Connect. AFX Connect reserves the right to Close-Out any open Contracts at any time that it deems necessary.
- 6.6. Where AFX Connect is not able to provide the Client with access to the Trading Platform to view the Account information due to circumstances either within or outside AFX Connect's control, it will use reasonable endeavors to contact the Client via other means to request additional funds so that the Free Margin equals the Margin Requirement in respect of the Account. The Client accepts that in extreme circumstances where the Contracts are moving or have moved particularly quickly against the Client, AFX Connect may not be able to contact the Client before exercising its rights to Close Out the open Contracts under the Agreements. AFX Connect is not responsible for any loss incurred by the Client should this occur. No demands, contact, calls or notices made or given by AFX Connect to the Client in any one or more instances invalidates the waiver given by the Client under this clause.
- 6.7. AFX Connect shall not be liable for any failure to contact the client with respect to a Margin Call Warning. Should AFX Connect make a Margin Call Warning, the terms and conditions of the Margin Call Warning will be detailed with such warning and AFX Connect reserves the right to change the terms and conditions of any Margin Call Warning based on market conditions, including without limitation any actions from third party providers which are outside AT Global Market's control, with or without notice to the Client. AFX Connect's right to close out the Clients Open positions in Margined Transactions shall not be limited or restricted by any Margin Call warning if or where made.

7. CLOSE-OUT OF CONTRACTS

- 7.1. AFX Connect open Contracts do not have set expiry dates and will remain open until Closed Out. An open Contract is Closed Out on AFX Connect's acceptance of the Client's Order requesting Close-Out of the Client's Contract; or by AFX Connect under Clause 1.
- 7.2. If a Contract is Closed-Out under clause 1, AFX Connect must pay any Profit and the Client must pay any Loss to the extent that such payment has not already been paid.
- 7.3. If a Contract is Closed Out, AFX Connect may set off any amount that it owes to the Client (whether or not due for payment) against any amount due for payment by the Client to AFX Connect under the Agreements. AFX Connect may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing by AFX Connect to the Client).

8. CLOSE OF BUSINESS ACCOUNTING

8.1. Daily Swaps of Contracts

When you hold a Contract or Contracts overnight, they will be rolled to the next Business Day which may result in you paying a Swap Charge or receiving a Swap Benefit. You should refer to our Product Schedule for detailed information on whether Swap Charge or Swap Benefit is applicable to a particular Product.

The amount of a Swap Charge or Swap Benefit is determined by us and depends on our Swap Rate, being the rates at which you receive or pay interest on Positions that remain open overnight. This is a varying rate dependent upon the applicable rate in the Interbank Rates for the currencies or Bullion, the duration of the rollover period and the size of the Position.

(a) Entitlement

If you are long on a Margin FX Contract, you may either receive a Swap Benefit or pay a

Swap Charge, depending on the currency you are long, subject to paragraph 6.1b.

If you are short on a Margin FX Contract, you may either pay a Swap Charge or receive a Swap Benefit, depending on the currency you are short on, subject to paragraph 6.1c.

(b) Long Margin FX Contracts

If you are long on a Margin FX Contract where the bought currency interest rates are higher than the sold currency interest rates you will receive interest at the Swap Rate if you hold the Contract overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency.

On the other hand, if you are long on a Margin FX Contract where the bought currency interest rates are lower than the sold currency interest rates then you will pay interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency.

(c) Short Margin FX Contracts

If you are short on a Margin FX Contract where the sold currency interest rates are higher than the bought currency interest rates you will pay interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the lower yielding currency.

On the other hand, if you are short on a Margin FX Contract where the sold currency interest rates are lower than the bought currency interest rates then you will receive interest at the Swap Rate if you hold the Position overnight and do not close it before the settlement time. This is because you are holding the higher yielding currency.

Settlement

- 8.2. In relation to Swap Charges and Swap Benefits, they will be accrued in the swap value field of your open Contracts.

CLIENT REPRESENTATION

9. GENERAL REPRESENTATIONS AND WARRANTIES

- 9.1. The Client acknowledges that the Client and AFX Connect have entered into the Agreements in reliance on the representations and warranties set out in this clause.
- 9.2. The Client represents and warrants that:
- (a) The Client has the legal capacity to enter into this agreement and is not subject to any law or regulation which prevents the Client's performance under the Agreements or any Contract or Transaction contemplated by the Agreements;
 - (b) Regardless of any subsequent determination to the contrary, the Client is suitable to trade in AFX Connect Products;
 - (c) Each person executing this Agreement has been duly authorised by the Client to do so;
 - (d) No person other than the Client has or will have an interest in the Account;
 - (e) all necessary consents required in order for the client to conduct its business and relevant to the performance, validity and enforceability of the Agreements and any Contract or Order have been obtained and are in full force and effect;
 - (f) the Client (if not a natural person) is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation;

- (g) the information provided by the Client is complete, accurate and not misleading in any material respect;
- (h) no funds deposited in the Account are subject to an Encumbrance;
- (i) the Client has not committed an Event of Default which continues un-remedied;
- (j) the Client is in compliance with all laws to which the Client is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- (k) there are no actions or claims pending, the adverse determination of which might have a Material Adverse Effect on the Client's ability or the Guarantor's ability to perform their respective obligations under the Agreements, any Contract or Order, or on any other the rights granted to AFX Connect;
- (l) execution of this agreement and all Transactions contemplated hereunder have been duly authorised by the Client and will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to the Client;
- (m) the Client is not an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company that trades the same instruments as those offered by AFX Connect, and in the event that the Client becomes so employed, the Client will promptly notify AFX Connect via e-mail of such employment;
- (n) the Client has read and understands the Trading Policies contained in this Client Agreement;
- (o) the Client has had the opportunity to conduct simulated trading using the demo Trading Platform for a period that has allowed the Client to develop a full understanding of the Trading Platform;
- (p) All information provided by the Client to AFX Connect, including information regarding the Client's trading experience, history investment sophistication, is true, correct and complete, and the Client will notify AFX Connect promptly of any changes in such information;
- (q) the Client will not engage in Transactions for purposes of arbitrage or exploitation of temporary inaccuracies in any exchange rates or technical discrepancies;
- (r) unless stated in the Application Form the Client is not acting as the trustee of a trust;
- (s) if the Client completed the Application Form in the name of a body corporate:
 - A. the Client is duly authorised and validly existing under the laws of the Client's jurisdiction of incorporation; and
 - B. the Client is properly empowered and has obtained the necessary corporate or other authority in accordance with the relevant constitutional and organisational documents;
- (t) if the signatory to this Agreement completed the Application in the name of a trustee:
 - A. the trustee is the only trustee of the trust;
 - B. no action has been taken or proposed to remove the signatory as trustee of the trust;
 - C. the trustee has power under the trust deed to enter into and comply with the Client's obligations under the Agreements and any Contract or Order;
 - D. the trustee has in full force and effect the authorisations (including under the trust deed and its constitution (if any) necessary to enter into the Agreements and any Contract and make an Order, perform obligations under them and allow them to be enforced;

- E. the trustee has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by the trustee under the Agreements and any Contract or Order and the trust fund is sufficient to satisfy that right of indemnity and all other obligations in respect of which the Client has a right to be indemnified out of the trust fund;
 - F. the Client has not, and never has been, in default under the trust deed;
 - G. no action has been taken or proposed to terminate the trust;
 - H. the trustee has carefully considered the purpose of the Agreements and any Contract or Order and consider that entry into the Agreements and any Contract or Order is for the benefit of the beneficiaries and the terms of the trustee documents are fair and reasonable; and
 - I. the Client is not entitled to claim for itself or any of the Client's assets or revenues, any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process, in respect of the Client's obligations under the Agreements or any Contract or Order.
- 9.3. The above warranties and representations are deemed to be repeated each time the Client places an Order.

Undertaking and Acknowledgement

- 9.4. The Client and the Guarantor (if relevant) undertake to:
- (a) notify AFX Connect if any warranty or representation made by the Client or the Guarantor is, or becomes, incorrect or misleading;
 - (b) do everything necessary to ensure that no Event of Default occurs; and
 - (c) supply to AFX Connect such financial or other information relating to the Client or the Guarantor as AFX Connect may reasonably request from time to time.

Disclosure of Financial Information

- 9.5. The Client represents and warrants that the financial information disclosed to AFX Connect in the Application is an accurate representation of the Client's current situation.
- 9.6. Without prejudice to any other terms of this Client Agreement AFX Connect is not liable to the Client for any losses the Client suffers as a result of: AFX Connect's exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under the Agreements, or AFX Connect not accepting the Client's Orders or a delay in accepting the Orders.
- 9.7. The Client agrees to indemnify and hold AFX Connect, its affiliates, employees, agents, successors and assignees harmless from and against any direct losses, damages, costs and expenses, including legal fees, incurred by AFX Connect arising out of the Client's breach of its obligations under the Agreements or any failure of the Client's representations and warranties to be true and correct. The Client will not be liable for any losses or damages to the extent caused by AFX Connect's negligence or breach of the Agreements.
- 9.8. The Client also agrees to pay promptly to AFX Connect all damages, costs and expenses, including legal fees, incurred by AFX Connect in the enforcement of any of the provisions of this Client Agreement and any other agreements between AFX Connect and Client, to the extent such damages, costs and expenses result from the Client's breach.
- 9.9. The Client agrees to pay amounts due under this clause on demand from AFX Connect
- 9.10. This indemnity survives termination of the Agreements.

10. HOW ATFX CONNECT MAY EXERCISE ITS RIGHTS

- 10.1. ATFX Connect may exercise a right or remedy or give or refuse consent in any way it considers appropriate (including by imposing clauses under the Agreements). Where ATFX Connect does not exercise a right or remedy fully or at a given time, ATFX Connect may still exercise it later.
- 10.2. ATFX Connect's rights and remedies under the Agreements are in addition to other rights and remedies given by law independently of the Agreements. ATFX Connect may enforce its rights and remedies in any order it chooses.

11. ORDERS

- 11.1. ATFX Connect may in its absolute discretion accept an Order from the Client either in whole or in part.
- 11.2. ATFX Connect is entitled to act on either oral or written Orders of any Authorised Person, any person who appears to ATFX Connect to be an Authorised Person, notwithstanding that the person is not in fact so authorised; and any Order transmitted using the Client's username, account number, user ID and/or password.
- 11.3. The Client may obtain a quote from ATFX Connect for a Contract. The Client acknowledges that any quote provided by ATFX Connect in accordance with this clause is indicative only. No Contract is entered into until the Client's Order is accepted by ATFX Connect in accordance with the Agreements.
- 11.4. The Client agrees to promptly provide any instructions to ATFX Connect, that it may reasonably require from time to time. If the Client does not provide the instructions promptly, ATFX Connect may, in its absolute discretion, take such steps as it considers necessary or desirable (at the Client's cost) for ATFX Connect's own protection, or the Client's protection. This provision is similarly applicable in situations when ATFX Connect is unable to contact the Client.
- 11.5. The Client confirms that it is their responsibility to understand the features of and order and how the order will operate before you place it.
- 11.6. ATFX Connect may (but are not obliged to) require confirmation in such form as it may reasonably request, if an instruction is to remit money due to the Client or if it appears to ATFX Connect that such confirmation is necessary or desirable.
- 11.7. The Client acknowledges and agrees that there may be market, liquidity or other conditions that will prevent ATFX Connect from executing the Client's specific Market Orders, Stop-Loss Orders or Limit Orders at the Client's requested price. In some cases the Orders will be executed at prices that are less favourable to the price requested by the Client. The Client acknowledges and agrees that they are still responsible for trades executed at levels different from their Orders and that ATFX Connect is not liable for failure to do so.
- 11.8. The range of different Order types which we accept shall be decided by us in our absolute discretion. Certain types of Orders may only be available for a limited range of markets.
- 11.9. The Client acknowledges that it is their responsibility to understand the features of an Order and how it will operate before you place it.
- 11.10. We may without limitation set a minimum price range between the current price and the price level of any Stop Orders, and Limit Orders and we reserve the right to accept any Orders which are less than this minimum price range.
- 11.11. Orders will be "Good until Cancelled" (GTC) unless you specify at the time of placing the relevant Order that it is only valid until a certain time or future date. Unless an Order is cancelled or it ceases to be in effect, we will regard it as valid and execute it when our Price reaches the price you specify or the specified event or condition occurs.

11.12. You may, with our consent (which will not be unreasonably withheld) cancel or amend an Order at any time before we act upon it. Changes to Orders may be made on the Trading Platform.

Acceptance of Order

11.13. An Order becomes binding on AFX Connect (and therefore a Contract) when it is accepted by AFX Connect.

11.14. An Order is accepted by AFX Connect when it records the Transaction concerning the Contract in AFX Connect's records.

11.15. AFX Connect endeavours to fill orders at the first Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute orders if there is an event outside of our control in relation to the underlying product or currency pair.

11.16. If AFX Connect accepts an Order this will be visible on the Trading Platform. A written confirmation will not be sent to the client.

11.17. If there is a discrepancy concerning a Contract or an Order, AFX Connect's records will prevail.

11.18. Confirmations visible on the Trading Platform shall be deemed correct and shall be conclusive and binding upon Client if not objected to immediately upon display on the Trading Platform and confirmed in writing within one (1) business day. Failure to object shall be deemed ratification of all actions taken by AFX Connect or its agents.

11.19. 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 Orders, Stop-Loss Orders, Stop-Limit Orders and Trailing Stop are therefore not guaranteed executable at the specific level or amount.

Cancellation or modification of Orders

11.20. The Client acknowledges that it may not be possible to cancel or modify an Order. Where the Client's request to cancel or modify an Order is not received by AFX Connect prior to acceptance of that Order, the Contract or Close-Out resulting from the acceptance of the Order is valid and binding on the Client and AFX Connect under the Agreements.

11.21. The client acknowledges that they may with our consent (which will not be reasonably withheld) cancel or amend an order at any time before we act on it. Changes to orders can be made on the trading platform.

11.22. Where an attempt by the Client to modify or cancel and replace an Order results in an over-execution of the Order, or the execution of duplicate Orders, the Client shall be responsible for all such executions.

11.23. The Client is responsible for knowing the status of the Client's pending Orders before entering additional Orders.

Error in Pricing

11.24. Where a Material Error occurs in the pricing of Margin FX Contracts or CFDs quoted by AFX Connect and a corresponding trade is based on such the Material Error, AFX Connect reserves the right, without the Client's consent, to take such steps it reasonably considers necessary to make the required corrections or adjustments on the Account involved. Including amending the terms and conditions of the Margin FX Contract or CFD to reflect what AFX Connect considers to have been the fair price at the time the Margin Contract or CFD was entered into had there been no Material Error.

11.25. AFX Connect will exercise its rights under this clause reasonably, in good faith and as soon as reasonably practicable after AFX Connect becomes aware of the Material Error.

- 11.26. To the extent practicable, ATFX Connect will give the Client prior notice of any action it takes under this clause, but if it is not practicable ATFX Connect will give the Client notice as soon as practicable afterwards.
- 11.27. In the absence of fraud or gross negligence on ATFX Connect's part, it is not liable to the Client for any loss, cost, claim, demand or expense that the Client incurs or suffers (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error, including where the Material Error arises from an information service on which ATFX Connect relies.

Manipulation of ATFX Connect price, execution process or platform by the Client

- 11.28. If ATFX Connect reasonably believes that the Client has manipulated its prices, its execution processes or the Trading Platform, ATFX Connect may in its sole and absolute discretion and subject to clause 1.1 without notice to the Client, take any such steps as it deems necessary on that Account.

Closing Trades

- 11.29. You may close Open Positions by placing an opposite trade that is, a trade to sell (to close a Long Position) or to buy (to close a Short Position) in the same market for the same quantity and expiry (if the market has an expiry).
- 11.30. Any Open Position will be closed in whole or in part by an opposite trade unless we have specifically agreed with you that this will not happen for a particular Open position.
- 11.31. Unless Open Positions are closed in accordance with clauses 10.28 and 10.29 or are terminated, voided or otherwise closed in accordance with this agreement, they will remain open until their expiry (if they have an expiry date) or will remain open indefinitely if they do not.
- 11.32. When we exercise our rights in accordance with this Agreement to close any of your Open Positions we will do so at a time and date determined by us in our reasonable discretion.

12. TRADING RULES AND PROCEDURES

The following trading rules and regulations combined with the ATFX Connect's Public Disclosure Statement outline procedures and policies regarding trading and setting up of an Account with ATFX Connect. All clients are required to read, understand and adhere to these rules and regulations. ATFX Connect reserves the right to change any rules or regulations at its sole discretion and at any time.

Liquidation Level

- 12.1. ATFX Connect reserves the right to automatically liquidate a Contract and the Client will be responsible for all losses as a result of the liquidation; the margin close-out level is per the signed commercial agreement.
- 12.2. Prices from ATFX Connect are independent of prices found elsewhere. Clients acknowledge that the prices reported by ATFX Connect for buying and selling Currency Pairs are independent and can differ from the prices displayed elsewhere or from other liquidity providers in the interbank market. Differences can result from, but are not limited to, changes in liquidity from interbank market makers to ATFX Connect, an unbalanced position or exposure in Currency Pairs at ATFX Connect, or differing expectations of price movements in Currency Pairs by ATFX Connect.

Suspension and Market Disruption

- 12.3. If, at any time trading in an Underlying Instrument on any exchange is limited or suspended; or trading is limited or suspended on any exchange so as to restrict trading within any relevant index, such that ATFX Connect is prevented from determining the price of an Underlying Instrument, then the price of the Underlying Instrument shall be considered to be the price immediately preceding such limitation or suspension.

- 12.4. If the limitation or suspension continues for 5 Business Days, ATFX Connect may Close-Out any Contract. In such circumstances ATFX Connect will determine the Close-Out Date and the Close-Out Value acting in good faith. ATFX Connect reserve the right at all times during the term of any such limitation or suspension to adjust the price of any affected Underlying Instrument in our reasonable discretion but having regard to the then prevailing market conditions affecting trading as a whole or trading in such Underlying Instrument.
- 12.5. We may reject your offer to open or close a transaction, or unwind or close any Open positions without notice, if we reasonably believe :-
- (a) your offer to open or close the Transaction is given while the quote is no longer valid;
 - (b) our quote contains a manifest error;
 - (c) the Transaction exceeds the maximum Order amount or Position size;
 - (d) the Order is placed in reliance on price latency opportunities including, but not limited to, any Orders placed using any form of automation, or by attempting to game or abuse the system;
 - (e) you have insufficient funds available on your Account to cover the margin associated with opening a transaction or maintaining an open position, or you would breach any other limit placed on your dealings by us or required of us by applicable law;
 - (f) you have benefited from an unfair advantage or acted in an unfair or abusive manner in respect of our systems, platforms or accounts, for example:
 - (i) using any electronic device, software, algorithm or any trading strategy that aims to manipulate or take unfair advantage;
 - (ii) exploiting a fault, loophole or error in our software, system or platforms;
 - (iii) placing multiple smaller sized pending orders at or near the same price level instead of placing an order for the full amount;
 - (iv) collusion; or
 - (v) using trading strategies designed to return profits by taking advantage of latencies in the platform, delayed prices or through high volumes of transactions opened and closed within an unusually short period of time as compared to the "average" client and /or targeting tick fluctuations rather than movements reflecting the correct underlying prices;
or
 - (g) it is reasonable for us to do so in order to protect us or the trading platforms, provided we act in good faith and in a commercially reasonable manner.

13. CURRENCY FLUCTUATION RISK

- 13.1. Where the Client directs ATFX Connect to enter into any Contract, the Client agrees that any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Account and risk.

14. CHARGES

- 14.1. The Client shall pay all such charges arising out of ATFX Connect providing services under this Client Agreement. All such charges shall be paid by the Client as they are incurred, or as ATFX Connect in its sole and absolute discretion may determine and the Client hereby authorises ATFX Connect to withdraw the amount of any such charges from the Client's Account.

- 14.2. A potential cost is for the provision of market data which is as per the commercial agreement.
- 14.3. Occasionally ATFX Connect may be required to vary its Transaction Fees. ATFX Connect will provide due notice to the Client of any planned fee variations.
- 14.4. If the Client makes payments to us or withdrawals from us in cryptocurrency using our wallet facility, we may pass on the associated charges that we are charged by the crypto payment processor to the Client. We use a Virtual Assets Service Provider (VASP) to convert cryptocurrency that we receive from clients to fiat and from fiat to cryptocurrency when clients withdraw. We do not receive cryptocurrency from clients, nor do we make payments to clients in cryptocurrency.
- 14.5. Amounts due under this clause are debited from the Account at the time they are incurred by the Client, or as soon as reasonably practicable after.
- 14.6. If a client is approved to use both bank transfer (wire) and USDT to deposit and withdraw to their account/s then we will charge a 3% fee on the withdrawal instead of the standard 0.5% withdrawal charge.

15. ATFX CONNECT TRADING PLATFORM

- 15.1. The Trading Platform is an online facility that allows the Client to execute certain Transactions as well as view, download and print the Confirmations and other reports that ATFX Connect provide in relation to the Account.
- 15.2. The Client may access and use the Trading Platform to:
 - (a) submit Orders to ATFX Connect;
 - (b) receive the Confirmations and other reports ATFX Connect provides;
 - (c) review the Contracts; and
 - (d) monitor the Client's obligations under the Agreements.
- 15.3. The following terms apply to Contracts executed through the Trading Platform:
 - (a) ATFX Connect is not liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to any failure, delay or interruption of the Trading Platform due to factors outside ATFX Connect's reasonable control;
 - (b) ATFX Connect is not liable to the Client for any removal of Profits or Losses the Client might suffer due to errors in quotes which are the result of ATFX Connect typing errors or feed errors committed or ATFX Connect erroneous perception of information entered into the system by the Client;
 - (c) ATFX Connect is to make the necessary corrections in the Account according to the market value of the Underlying Instrument in question at the time when the error occurs;
 - (d) ATFX Connect may offers regularly updated prices to the Client for the ATFX Connect Products. The price offered by ATFX Connect may change in the time between when it is offered by ATFX Connect and when ATFX Connect receives an Order from the Client, due to the time it takes for transmission between the Client and ATFX Connect;
 - (e) the Trading Platform may be available in several versions, which may vary in relation to certain aspects, including but not limited to the level of security applied and products and services available. ATFX Connect is not liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client's use of a version of the Trading Platform that differs from ATFX Connect current standard version, with all available updates installed.
 - (f) the Client is responsible for all Orders and for the accuracy of all information, sent via the

Trading Platform using the Client's name, password or any other means of personal identification implemented to identify the Client.

- (g) the Client must keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities and the Client agrees that it will immediately notify ATFX Connect of any loss, theft or unauthorised use of Client's Account number and/or passwords;
- (h) The Client agrees to indemnify and hold ATFX Connect harmless from a circumstance where any other person utilising the Client's confidential information provides instructions to ATFX Connect that may be contrary to the Client's instructions;
- (i) the Client is liable to ATFX Connect for Contracts executed by means of the Client's password even if such use might be unauthorised or wrongful; and
- (j) the Confirmation that ATFX Connect made available to the Client on the Trading Platform constitutes ATFX Connect's confirmation of a Contract, regardless of whether the Trading Platform confirms that the Contract is executed immediately upon transmission of the Client's instructions.
- (k) While ATFX Connect will take reasonable care and skill in providing the Trading Platform, the Client acknowledges that the Trading Platform may not be error-free or always available and may rely on information provided by third parties.

Technology Risk

15.4. There is technology risk inherent in trading online or via a software application. The Client acknowledges and agrees that ATFX Connect does not guarantee that the Client will be able to successfully execute Transactions, monitor their positions, or perform other essential tasks of ATFX Connect while using the Trading Platform and other technology from ATFX Connect or from third party vendors known or not known for which ATFX Connect may rely on. ATFX Connect will not be responsible for any losses the Client suffers as a result of a technology glitch, error or breakdown.

16. ATFX CONNECT - RIGHTS AND RESPONSIBILITIES

16.1. ATFX Connect shall be responsible for the acts or omissions of its employees, officers, representatives and agents acting within the scope of their actual or apparent authority, to the limited extent prescribed by applicable laws;

16.2. However, ATFX Connect shall not be liable for any losses arising from:

- (a) The default or insolvency of a third-party bank, clearing house, liquidity provider, exchange or other facility used by ATFX Connect to fulfil its obligations under this Client Agreement, except to the extent such losses are caused by ATFX Connect's negligence or breach in appointing or monitoring such third party; or
- (b) Any act or omission of an introducing broker, referrer, or other third party who is not an authorised representative or agent of ATFX Connect or acting outside of such scope of an authorised representative or agent;
- (c) Nothing in this clause limits ATFX Connect's liability for fraud, gross negligence, wellful default or any other liability that cannot be excluded under applicable laws and regulations.

16.3. ATFX Connect may exercise any of the rights listed above if:

- (a) an Event of Default has occurred;
- (b) ATFX Connect reasonably considers it necessary to prevent or mitigate potential losses or regulatory breaches, or that there are abnormal trading conditions;

- (c) required by applicable laws or regulations or at the request of any regulatory authority;
- (d) ATFX Connect is unable to make prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond its control;
- (e) ATFX Connect decides to do so in its absolute discretion and, in this case only, give written notice of such decision to the Client;
- (f) ATFX Connect considers that the Client may be in possession of 'inside information' within the meaning of section 1042A of the Corporations Act;
- (g) ATFX Connect considers that the Client may be in breach of any applicable law;
- (h) either party is so requested by the Australian Securities and Investments Commission (ASIC) or any other regulatory agency or authority;
- (i) the Client's Free Margin is less than the Margin Requirement in respect of the Account; or
- (j) the aggregate of the Contract Value is below the minimum or above the maximum values that ATFX Connect reasonably considers appropriate in the market.

ATFX Connect will endeavour to provide the client with prior notice before closing positions or terminating the Agreement pursuant to this clause unless it is not reasonably practicable in the circumstances. The Client may terminate this Agreement within 14 days written notice to ATFX Connect or immediately upon any material breach of the Agreement by ATFX Connect.

Reinstatement of Rights

- 16.4. Under law relating to liquidation, administration, solvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Agreements is void or voidable. If a claim is made and upheld, conceded or compromised, then:
- (a) ATFX Connect is immediately entitled as against the Client and the Guarantor to the rights under the Agreements to which ATFX Connect was entitled immediately before the Transaction; and
 - (b) on request from ATFX Connect, the Client and the Guarantor agree to do anything (including signing any document) to restore to ATFX Connect any rights (including the Guarantee) held by ATFX Connect immediately before the Transaction.

No Merger

- 16.5. ATFX Connect's rights under this Client Agreement are additional to and do not merge with or affect and are not affected by any mortgage, charge or other encumbrance held by ATFX Connect or any of the Client's other obligations or obligations of the Guarantor to ATFX Connect, despite any rule of law or equity or any statutory provision to the contrary.

Further Steps

- 16.6. The Client agrees to do anything ATFX Connect asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) to bind the Client and any other person intended to be bound under this Client Agreement, and if necessary to show that the Client is complying with this Client Agreement.

17. GUARANTOR

Requirements for a Guarantor

- 17.1. The Client's obligations under the Agreements must be guaranteed where the Client is a company (including a trustee), by each director of the company or in any other circumstance where ATFX Connect determines, in its absolute discretion, that such a guarantee is required.

17.2. The Guarantor acknowledges that AFX Connect is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

Guarantee

17.3. The Guarantor unconditionally and irrevocably guarantees to AFX Connect the Client's compliance with their obligations in connection with the Agreements, including each obligation to pay money.

17.4. If the Client does not comply with the Client's obligations on time and in accordance with the Agreements, then the Guarantor agrees to comply with those obligations on demand from AFX Connect. A demand may be made on the Guarantor regardless of whether AFX Connect has made a demand of the Client.

17.5. The Guarantor agrees to pay any amounts due under clause 1 on demand from AFX Connect.

Indemnity

17.6. The Guarantor indemnifies AFX Connect against any liability or losses arising from, and any Costs AFX Connect incurs as a result of the failure by the Client to comply with an obligation, or a warranty or representation made by the Client is found to have been incorrect or misleading when made or taken to be made.

17.7. The guarantee in this clause despite any intervening payment, settlement or other thing, extends to all of Client's obligations under the Agreements. The Guarantor waives any right it has of first requiring AFX Connect to commence proceedings or enforce any other right against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity.

17.8. AFX Connect need not incur expense or make payment before enforcing this right of indemnity.

18. Acknowledgement

18.1. The Guarantor acknowledges that before entering into this guarantee and indemnity, the Guarantor was given a copy of this Client Agreement and had full opportunity to consider the provisions. The Guarantor acknowledges that it 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 Agreements.

Payments

18.2. The Guarantor agrees to make payments under this guarantee and indemnity in full, without set-off, counterclaim or any withholding or deduction unless prohibited by law, and in the currency in which the payment is due, and otherwise in Australian Dollars, in immediately available funds.

18.3. If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay AFX Connect such additional amount to ensure that the amount actually received by us equals the full amount AFX Connect would have received had no withholding or deduction been made.

The rights of AFX Connect are protected

18.4. The rights given to AFX Connect under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission by AFX Connect or any other person.

Guarantor's rights are suspended

18.5. As long as any obligation is required, or may be required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without AFX Connect's consent:

- (a) reduce its liability under this guarantee and indemnity by claiming that the Client or it or any

other person has a right of setoff or counterclaim against AFX Connect;

- (b) 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 Agreements or any other amount payable under this guarantee and indemnity;
- (c) 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
- (d) claim an amount in the Client's liquidation, administration or insolvency or of another guarantor of any of the Client's obligations (including a person who has signed the Application Form as a ("Guarantor"))

19. MARKET ABUSE

- 19.1. When we execute a Trade on your behalf, we may buy or sell on securities exchanges or directly from or to other financial institutions units in the relevant Underlying instrument or financial instruments related to that Underlying instrument. The result is when you place orders or trades with us your orders or trades can have an impact on the external market for that underlying instrument in addition to the impact that it may have on our price. This creates a possibility of market abuse and the purpose of this clause is to prevent such abuse.
- 19.2. You represent and warrant to us at the time you enter into this Agreement and every time you place an order, enter into a trade or give us any instruction that :
 - (a) you will not place and have not placed a trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the underlying instrument which is equal to or exceeds the amount of a declarable interest in the underlying instrument.
 - (b) you will not place and have not placed a trade that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market misconduct ; and
 - (c) you will act in accordance with all applicable laws and regulations.
- 19.3. In the event that you place any trade or order or otherwise in breach of the representations and warranties given in this clause 17 or any other clause of this agreement or we have reasonable grounds for believing that you have done so we may as per clause 10.23 above ;
 - (a) enforce the trade or trades against you if it is a trade or trades which results in you owing money to us;
 - (b) treat all your trades as void if they are trades which result in us owing money to you, unless and until you produce conclusive evidence within 30 days of our request that you have not committed any breach of warranty, misrepresentation or undertaking under this agreement.
- 19.4. You acknowledge that it would be improper for you to deal in the underlying instrument if the sole purpose of such a transaction was to manipulate our price, or the price generally, for an underlying asset and you agree not to conduct any such transactions.
- 19.5. We are entitled (and in some cases required) to report to any relevant regulatory authority details of any order or trade. You may also be required to make appropriate disclosures and you undertake that you will do so when so required.
- 19.6. The exercise of any of our rights under this clause 17 shall not affect any of our other rights we may have under this agreement or under general law.

20. ANTI-MONEY LAUNDERING PROCEDURES

- 20.1. The Client acknowledges that to help the government fight the funding of terrorism and money laundering activities, AFX Connect is required to obtain, verify, and record information that identifies each person who opens an Account with AFX Connect. The Client acknowledges that AFX Connect has sole discretion in choosing whether to open an Account for a Client and will make this decision with reference to its obligations pursuant to the AML/CTF Laws and the Know-Your-Client ("KYC") requirements contained therein.
- 20.2. The Client acknowledges that AFX Connect may require information from the Client from time to time to comply with the AML/CTF Laws. By submitting an Application Form, opening an Account or transacting with AFX Connect, the Client undertakes to provide AFX Connect with all information and assistance that AFX Connect may require to comply with the AML/CTF Laws. If, with reference to its obligations under the AML/CTF laws, AFX Connect is not satisfied with the information provided by the Client, AFX Connect may close the Client's Account at any time without further reference or notification to you.
- 20.3. AFX Connect may pass on information collected from clients and relating to any Transactions as required by the AML/CTF Laws or other applicable laws and regulations and AFX Connect is under no obligation to inform the Client that it has done so.
- 20.4. AFX Connect may undertake all such anti-money laundering and other checks in relation to the Client (including restricted lists, blocked persons and countries lists) that AFX Connect deems necessary or appropriate, and AFX Connect reserves the right to take any associated action without any liability whatsoever to the Client.
- 20.5. The Client also warrants that the Client is not aware and has no reason to suspect that:
 - (a) the moneys used to fund the Account have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention or by agreement; or
 - (b) the proceeds of the Client's investment will be used to finance any illegal activities; and
 - (c) neither the Client nor its directors, in the case of a company, are a politically exposed person as the term is used in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No.1).

21. RISK DISCLOSURE STATEMENT

Disclosure regarding Bankruptcy Protections

21.1. The Contracts the Client enters into with AFX Connect are not traded on an exchange. Therefore, Client's funds may not receive the same protections as funds used for exchange-traded futures and options contracts, which receive a priority in bankruptcy. AFX Connect deposits money received from you in a client money trust account which is separate to our operating accounts. All client money is pooled into one trust account. The funds may be used to meet AFX Connect's margining or hedging requirements. If AFX Connect becomes insolvent, due to regulation, client funds are largely protected from us becoming insolvent as the trust accounts would just contain client money and would be separated from our own funds.

Volatile Market Conditions

21.2. Trading at times of extraordinarily volatile market conditions, e.g. key news announcements may expose the Client to additional risks, including the risk that the Client may not get the price him or her requests. AFX Connect cannot and does not guarantee its prices in times of extraordinary market volatility.

Third Parties

- 21.3. In the event that the Client grants trading authority or control over the Account to a third party trading advisor, whether on a discretionary or non-discretionary basis, AFX Connect shall in no way be responsible for reviewing the Client's choice of such trading advisor, or for making any recommendations with respect thereto. AFX Connect makes no representations or warranties concerning any trading advisor. AFX Connect shall not be responsible for any loss to the Client occasioned by the actions of the trading advisor. AFX Connect does not, by implication or otherwise, endorse or approve of the operating methods of any trading advisor.
- 21.4. The Client acknowledges that the Client has no separate agreement with the Client's broker or any AFX Connect employee or agent regarding the trading in the Account, including any agreement to guarantee profits or limit losses in the Account.
- 21.5. The Client understands that the Client is under an obligation to notify AFX Connect's Compliance Department immediately in writing as to any agreement of this type. Further, the Client understands that any representations made by anyone concerning the Account that differ from any statements the Client receives from AFX Connect must be brought to the attention of AFX Connect's Compliance Department immediately in writing. The Client understands that the Client must authorise every Transaction prior to its execution unless the Client has delegated discretion to another party by signing AFX Connect's limited power of attorney. Any disputed Transactions must be brought to the attention of AFX Connect's Compliance Department pursuant to the notice requirements of this Client Agreement.
- 21.6. The Client agrees to indemnify and hold AFX Connect harmless from all damages or liability resulting from the Client's failure to notify AFX Connect's Compliance Department within one (1) Business Day of any of the occurrences referred to herein. All notices required under this section shall be sent to AFX Connect at its registered office.

Introducing Broker

- 21.7. If the Client is referred to AFX Connect by an introducing broker, referring party or third-party advisor (each, an "IB"),
- 21.8. AFX Connect and Client's IB are wholly separate and independent from one another and there exists no joint venture or partnership relationship between the parties. Additionally, neither the IB nor any other employee or agent of the IB is an agent or employee of AFX Connect.
- 21.9. The Client understands and acknowledges that AFX Connect may compensate the Client's IB for introducing the Client to AFX Connect and that such compensation may be on a per-trade basis or other basis.
- 21.10. The Client understands and agrees that if the Account with AFX Connect is introduced by an IB, that IB shall have limited access to information regarding the Account, but the IB shall not have the right to enter into any Contracts on the Account unless authorised by the Client under a power of attorney between the Client and the IB granting such IB the right to trade on the Account.
- 21.11. The Client understands and acknowledges that the Client may have only one IB, a party that originally referred the Client to AFX Connect.
- 21.12. The Client may terminate the Client's relationship with an IB by providing written notice to AFX Connect. The Client understands and acknowledges that the Client cannot be considered a client of any other IB unless authorised by the Client under a power of attorney between the Client and the IB granting such IB the right to trade on the Account.
- 21.13. The Client understands and acknowledges that the Client may have only one IB, a party that

originally referred the Client to ATFX Connect.

- 21.14. The Client may terminate the Client's relationship with an IB by providing written notice to ATFX Connect. The Client understands and acknowledges that the Client cannot be considered a client of any other IB.

22. PRIVACY POLICY

- 22.1. ATFX Connect may collect personal information, including non-public personal information, as it deems necessary, and in compliance with its obligations pursuant to the Privacy Act 1988.

Information Disclosures by ATFX Connect

- 22.2. ATFX Connect will not share non-public personal information about the Client or former clients to anyone, except as permitted or required by law.
- 22.3. ATFX Connect maintains numerous safeguards that comply with Australian financial services regulations, and a high degree of cyber and IT security to guard the Client's non-public personal information. ATFX Connect will continue to protect the privacy of the Client's non-public personal information after the Client ceased being a Client of ATFX Connect in the same manner as when they were Clients.

23. INCONSISTENT LAW

- 23.1. To the extent permitted by law, the Agreements prevail to the extent they are inconsistent with any law
- (a) A provision of the Agreements that is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.
 - (b) Rights given to ATFX Connect under the Agreements and the Client's liabilities under the Agreements are not affected by anything, which might otherwise affect them at law.
 - (c) Any present or future legislation which operates to vary the Client's obligations in connection with the Agreements with the result that ATFX Connect's 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.

24. COMMUNICATIONS

General Communications

- 24.1. Reports, statements, notices and any other communications shall be transmitted to the Client electronically by posting to the Client's online account via the Trading Platform or via e-mail to the e-mail address on Client's Application Form, or to such other email address as Client may from time to time designate to ATFX Connect. Occasionally ATFX Connect may communicate with the Client via postal mail. If the Client does not have access to e-mail, the Client will receive notices and other communications via postal mail. ATFX Connect is not responsible if the Client does not receive the correspondence sent by postal mail or if the postal mail is delayed, regardless of whether the delay or failure to receive the correspondence was caused by ATFX Connect or a third party. All communications sent via postal mail or sent by email shall be deemed transmitted by ATFX Connect when posted or sent and deemed delivered to the Client personally, whether actually received by the Client or not, unless the sender receives an automated message informing them that the e-mail has not been delivered. Communications take effect from the time they are received unless a later time is specified in them.

24.2. ATFX Connect may, to the extent of the Client's authorisation, give a communication under the Client Agreement to the Client's Authorised Person.

General Communications

24.3. All electronic communications, including e-mail, sent to and from ATFX Connect are subject to monitoring, review or disclosure to someone other than the Client or the Client's intended recipient. All electronic communications sent to and from an ATFX Connect address may be retained by ATFX Connect's IT system.

24.4. The Client acknowledges that there may be delays in e-mail being received by the Client's intended recipient. The Client agrees to hold ATFX Connect harmless for any delay in e-mail delivery regardless of whether the delay was caused by ATFX Connect or a third party. The Client agrees not to use e-mail to transmit Orders to purchase or sell Margin FX Contracts and CFDs, and further agrees that ATFX Connect is not liable for any actions taken or any omissions to act as a result of any email message the Client sends to ATFX Connect.

Errors

24.5. The Client must verify the contents of each document received from ATFX Connect. ATFX Connect will take such documents to be correct and conclusive unless the Client notifies ATFX Connect in writing to the contrary within 3 Business Days of receiving the document.

Recordings

24.6. The Client agrees and acknowledges that we may record all telephonic conversations and "live chats" regarding the Account(s) between the Client and ATFX Connect's personnel. We also monitor all emails and electronic communications sent by or to us. All such records are our property.

24.7. The Client further agrees to the use of such recordings, electronic records and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Client or ATFX Connect or these are used for training purposes. The Client understands that ATFX Connect destroys such recordings at regular intervals in accordance with ATFX Connect's established business procedures and the Client hereby consents to such destruction.

25. REVENUE SHARING DISCLOSURE

25.1. The Client acknowledges that ATFX Connect may enter into revenue sharing arrangements with or retain the services any other third-party vendors in connection with technology support, back office and operational support functions relating to the Accounts. The Client further acknowledges that ATFX Connect reserves the right to enter into such compensation or revenue sharing arrangements any other third-party vendors based on volume traded, bid/offer pricing or other outside Transaction Fee or revenue sharing models.

26. INTELLECTUAL PROPERTY AND COPYRIGHT

26.1. The Website, including the Trading Platform, and any and all information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third -party service provider or licensor (collectively the "Materials") are and will remain our property or that of our third party service providers or licensors.

26.2. All copyrights, trademarks, trade secrets, design rights and other intellectual property rights in the Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the Materials are and will remain our property for those of our third-party service providers or licensors as applicable.

26.3. You must not supply all or part of the Materials to anyone else and you must not copy or

reproduce all or part of them without our prior written permission.

- 26.4. Except to the extent expressly permitted under this Agreement or any other written agreement between you and us, you must not (a) modify, translate or create derivative works based upon any of the Materials; (b) take any action compromising or challenging or threatening to compromise or challenge, the enjoyment or use by any other client of any of the Materials or rights of us or any of our third-party service providers or licensors in any of the Materials; or (c) reverse engineer, decompile or disassemble any of the Materials compromising software or otherwise attempt to discover the source code thereof.
- 26.5. You must notify us immediately of any unauthorised use or misuse of any of the Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

27. FOREIGN ACCOUNTS

- 27.1. If the Client is not residing in Australia (" Foreign Accounts"), the Client may be asked to comply with requests for special information by AFX Connect as required by any governmental unit or regulatory agency.

28. BINDING EFFECT

- 28.1. This Client Agreement shall be continuous and shall cover, individually and collectively, all Accounts of the Client at any time opened or reopened with AFX Connect irrespective of any change or changes at any time in the personnel of AFX Connect or its successors, assigns, or affiliates.
- 28.2. 26.2 This Client Agreement including all authorisations, shall inure to the benefit of AFX Connect and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of the Client.

29. EVENTS OF DEFAULT

- 29.1. The following shall constitute Events of Default :-
 - (a) The Client suffers an insolvency event;
 - (b) if the Client is not an individual, and they impose a moratorium on payments to creditors, or cease, or threaten to cease, carrying on a business;
 - (c) if the Client is an individual and you die, become of unsound mind or are unable to pay debts when they fall due;
 - (d) If the Client fails to maintain its margin requirement;
 - (e) If the Client acts in a way which causes us to reasonably believe that it may not be able to meet its obligations to AFX Connect in respect of any order, trade or open position;
 - (f) if the Client acts in breach of any warranty or representation made under this agreement and any information provided to AFX Connect in connection with this agreement is or becomes untrue or misleading;
 - (g) any sum due to AFX Connect is not paid in accordance with this agreement;
 - (h) where any cheque or other payment instrument has not been met on first presentation or is subsequently dishonoured or the Client has persistently failed to pay any amount owed to us on time including your margin requirement;

- (i) at any time and for any periods deemed reasonable by ATFX Connect the Client is not contactable and does not respond to any notice or correspondence from ATFX Connect;
 - (j) ATFX Connect reasonably believes that it is prudent for them to take any or all of the actions described in clause 30.
- 29.2. in the light of any relevant legal or regulatory requirement applicable to you or us.
- 29.3. If any event of default occurs ATFX Connect may take all or any of the following actions to protect our position;
- (a) immediately require payment of any amounts the Client owes us, including their margin requirement;
 - (b) close all or any of the Client's open positions;
 - (c) convert any balance to the Client's base currency;
 - (d) cancel any of the Client's orders;
 - (e) exercise our rights of set-off and combination;
 - (f) change the margin factors and margin requirement applicable to The Client's orders, trades, open positions and/or account;
 - (g) alter or withdraw the credit on the Client's account;
 - (h) suspend the Client's account and refuse to execute any orders or trades;
 - (i) close the Client's account within a reasonable period of time
 - (j) terminate this agreement;
 - (k) impose any limit on the Client's orders, trades or open positions and/or;
 - (l) take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

30. TERMINATION

- 30.1. This Client agreement can be terminated by AT Global Markets for any of the above reasons in clause 29 above;
- 30.2. This Client Agreement shall continue in effect until termination and may be terminated by the Client at any time when the Client has no open Contract(s) and no liabilities held by or owed to ATFX Connect Termination is effected on receipt by ATFX Connect of written notice of termination via e-mail.
- 30.3. ATFX Connect may Close-Out any Contracts and terminate this Client Agreement:
- (a) at any time whatsoever upon the transmittal of 7 days' written notice of termination to Client; or
 - (b) immediately, following an Event of Default, or to otherwise protect ATFX Connect interests, without notice to the Client.
- Termination by ATFX Connect will cancel the Client's rights associated with the use of the Trading Platform.
- 30.4. On termination by either party, ATFX Connect may consolidate all Accounts held by the Client and deduct all amounts due to ATFX Connect from any Account, before transferring any credit balances on any Account to the Client (i.e. set off).
- 30.5. After the Agreements have been terminated, in addition to the rights set out above, all indemnities, warranties, representations and obligations made or given by the Client and

Guarantor pursuant to the Agreements continue to have full force and effect. Any exclusion of ATFX Connect liability under the Agreements will continue to have full force and effect.

31. CLOSE-OUT OF CONTRACTS

- 31.1. An open Contract is Closed-Out on ATFX Connect's acceptance of the Client's Order requesting Close-Out of the Client's Contract; or by ATFX Connect under Clause 1.
- 31.2. If a Contract is Closed-Out ATFX Connect may set off any amount that it owes to the Client (whether or not due for payment) against any amount due for payment by the Client to ATFX Connect under the Agreements. ATFX Connect may do anything necessary to effect any set-off under this clause (including varying the date for payment of any amount owing by ATFX Connect to the Client).

32. FORCE MAJEURE

- 32.1. A Force Majeure Event means any civil unrest, war, insurrection, international intervention, governmental action (including without limitation, exchange controls, forfeitures, nationalisations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer system or computer facility, whether belonging to ATFX Connect, the Client, any market, or any settlement or clearing system.

ATFX Connect shall not be liable to the Client for any failure to perform its obligations under the Agreements to the extent such failure is caused by a Force Majeure Event, provided that ATFX Connect has taken reasonable steps to prevent or mitigate the impact of this event.

33. GOVERNING LAW AND JURISDICTION

- 33.1. This Client Agreement, and the rights and obligations of the parties hereto, shall be governed by, construed and enforced in all respects by the laws of the State of New South Wales, Australia, without regard to choice of law principles, and the Client submits to the non-exclusive jurisdiction of the courts of that place.

34. USE OF ATFX CONNECT'S WEBSITE

- 34.1. The ATFX Connect website ("the Website") is not customised for the Client and the Client understands that the information provided to the Client is not a recommendation to the Client about the suitability of a purchase and/or sale of any ATFX Connect Product. ATFX Connect may without notice to the Client change, revise, modify, add, upgrade, remove or discontinue any part of the Website. The Website may include hyperlinks to third party websites. ATFX Connect is not responsible for the information or content provided by such third party websites. The Client agrees at all times to rely upon the Confirmations and statements as the official records of the Account.
- 34.2. The Client agrees that the market data, news and other information available to the Client through the Website is for the Client's personal use and that the Client will not retransmit or republish this information in any form without the written consent of ATFX Connect.
- 34.3. ATFX Connect will use reasonable endeavours to ensure that the Website, Trading Platform and our telephone systems can normally be accessed for use in accordance with this agreement. However, we do not warrant:
 - (a) that they will always be accessible or usable; or
 - (b) that access or use will be uninterrupted or error free.
- 34.4. ATFX Connect may suspend use of the website to carry out maintenance, repairs, upgrades or any development related issues. We shall use reasonable endeavours to give you notice of this

and to provide alternative ways for you to deal or obtain information as to your account but this may not be possible in an emergency.

- 34.5. The Client agrees that they are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements, as may be amended from time to time.

35. NO WAIVER OR AMENDMENT

- 35.1. No waiver or amendment of this Client Agreement may be implied from any course of trading between the parties or from any failure by ATFX Connect or its agents to assert its rights under this Client Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognised as enforceable.

36. SEVERABILITY

- 36.1. This Client Agreement and any provisions contained in statements and Confirmations, constitute the entire agreement between the Client and ATFX Connect with respect to the subject matter hereof.
- 36.2. If any provision or condition of this Client Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulating agency or body, such provision shall be deemed modified, or, if necessary, rescinded in order to comply with the relevant court, or regulatory or self-regulatory agency or body. The validity of the remaining provisions and conditions shall not be affected thereby, and this Client Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

37. ACCOUNT TRANSFER AND ASSIGNMENT

- 37.1. The Client authorises ATFX Connect to transfer and assign the Account to any legal entity or company effective after ATFX Connect provides the Client prior written notice.
- 37.2. The Client may not transfer or assign this Client Agreement without ATFX Connect's prior written consent. Any purported assignment by the Client in violation of this provision is null, void and unenforceable.

38. CONSENTS AND FURTHER AGREEMENTS

Consent to electronic transmission of Confirmations & Account Statements

- 38.1. The Client hereby consents to have the Account information and Confirmations available on the Trading Platform, in lieu of having such information delivered to the Client via mail or e-mail.

Authorisation to transfer funds

- 38.2. The Client hereby agrees that ATFX Connect may, at any time and from time to time, in the sole discretion of ATFX Connect, apply and transfer from any of the Accounts with ATFX Connect to any of the Client's other accounts, whether held at ATFX Connect or other approved financial institutions, any of the Contracts, currencies, securities or other property of the Client held either individually or jointly with others to another Account.

39. CREDIT

- 39.1. The Client authorises ATFX Connect or agents acting on behalf of ATFX Connect to investigate the Client's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as ATFX Connect shall deem appropriate to verify information regarding the Client.

- 39.2. The Client further authorises ATFX Connect to investigate the Client's current and past investment activity, and in connection therewith, to contact such futures Transaction Fees merchants, exchanges, broker/dealers, banks, compliance data centres, and any other financial and investment institution as ATFX Connect shall deem appropriate.
- 39.3. Upon reasonable request made in writing by the Client to ATFX Connect, the Client shall be allowed to review any records maintained by ATFX Connect relating to the Client's credit standing. The Client shall also be allowed, at the Client's sole cost and expense, to copy such records.

40. DISPUTES OR COMPLAINTS

- 40.1. Any dispute, claim or controversy between the Client and ATFX Connect and/or its officers, directors, agents or employees, arising out of or relating to this Client Agreement, the Account with ATFX Connect or any other Transactions should in the first instance be reported to the Compliance Division of ATFX Connect, who will promptly attempt to resolve the issue. The contact details for doing so are available on the Website.
- 40.2. Initially, all complaints will be handled and investigated internally. ATFX Connect will use best endeavours to resolve the Client's complaint within 5 days of receipt of the Client's written complaint. If ATFX Connect requires more time due to the nature of the Client's complaint or due to another reasonable consideration ATFX Connect will, before the 5 days have elapsed, advise the Client in writing that this is the case.
- 40.3. If after the internal resolution process the outcome is not satisfactory the Client, the Client may have the right to complain to the Australian Financial Complaints Authority (AFCA) but due to your Institutional or Wholesale Account status AFCA may not consider your complaint.
- 40.4. ASIC also has an information line on 1300 300 630 which the Client may use to make a complaint and obtain information about their rights.
- 40.5. The Client should note that this clause 35 will not prevent ATFX Connect from commencing proceedings in any other relevant jurisdiction for the enforcement of any such determination.

41. TRADING HOURS

- 41.1. ATFX Connect's trading week opens at 8.00am Monday AEST (equivalent of 5:00pm Sunday EST) and closes at 8.00am Saturday AEST (equivalent of 5.00pm Friday EST). These times are subject to change.
- 41.2. ATFX Connect will announce and display on a best efforts basis a holiday schedule on the Website when trading will not take place. In the event of a holiday, ATFX Connect will pre-announce the start-up time when trading will resume in advance and display the information on the Website.
- 41.3. ATFX Connect reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.
- 41.4. If an event under the Agreements must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

42. TERMS

- 42.1. This Client Agreement commences when ATFX Connect accepts the Application and will remain in force unless terminated in accordance with this Client Agreement.

43. DEFINITIONS

AEST means Australian Eastern Standard Time.

Account means the Client's account with ATFX Connect established under this Client Agreement.

AFSL means the Australian Financial Service Licence (Number: 418036) held by ATFX Connect

Agreements means the Client Agreement, the Application Form, the Financial Service Guide and any other information on the Website and the Trading Platform, which together govern our relationship with you.

AML/CTF Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations, rules and instruments made under that legislation, as updated, replaced or amended from time to time.

Application means the application by the Client to open an Account with ATFX Connect on the terms and conditions set out in the Agreements.

Application Form means the form available on our Website, which must be completed in order to open an Account.

Australian Dollars, \$A or AUD means the lawful currency of the Commonwealth of Australia.

Authorised Person means the persons that the Client authorises to give instructions to ATFX Connect.

Business Day means Monday to Friday between 8.30am and 5pm AEST and a day on which banks are open for general banking business in New South Wales, Australia (not being a public holiday in that place).

CFD means a contract for difference that ATFX Connect offers to its clients from time to time under the Agreements.

Client means to the undersigned individual who opens an Account with ATFX Connect.

Client Agreement means the terms of the Client's Account with ATFX Connect Variations or additional terms may be notified to the Client from time to time in accordance with the current Client Agreement.

Client Money means the money that the Client has deposited with ATFX Connect

Close of Business means 5.00pm Sydney AEST on Friday.

Close-Out or Closed-Out means the termination of all or part of a Contract in accordance with clause 1 of this Client Agreement.

Close-out Value for a Contract means the amount calculated as follows Underlying Instrument Price x Contract Size (in each case, as applying to the Contract).

Confirmation means a message from ATFX Connect to the Client confirming Client's Transaction in respect of a Contract sent over the Trading Platform or by any other means determined appropriate by ATFX Connect.

Contract means an over-the-counter derivative contract between the Client and ATFX Connect which is an agreement to pay or receive the change in value of an Underlying Instrument, which will result in long or short exposure.

Contract Size means the standard volume per 1 Lot expressed either in ounces or number of Contracts. An indicator of the standard transaction size of ATFX Connect Product is available in the Product Schedule on the Website.

Contract Value means the face value of ATFX Connect Product and is calculated by ATFX Connect by multiplying the applicable price (or, if an index, the level) by the number of (or Lots traded and the Contract Size) of the ATFX Connect Product.

Corporations Act means the Corporations Act 2001 (Cth), as updated, replaced or amended from time to time.

Costs include all costs, charges and expenses incurred in connection with your dealings with AFX Connect

Currency means a currency that AFX Connect nominate as being available to underlie a Contract.

Currency Pair means a pair of currencies that are traded against each other.

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

EST means Eastern Standard Time

Event of Default means each of the following:

- (a) the Client fails to pay on time any amount payable by the Client in the manner required under the Agreements, including, for the avoidance of doubt, any situation where the Free Margin on the Client's Account at any time is less than the Margin Requirement;
- (b) the Client fails to comply with any obligation under the Agreements (other than those covered by sub-clause (a) and, if the non-compliance can be remedied, the Client fails to remedy the non-compliance within 7 days;
- (c) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a Material Adverse Effect;
- (d) any change in law or interpretation which makes it unlawful for us to give effect to any provision of the Agreements;
- (e) AFX Connect or the Client are requested to end a Contract (or any part of a Contract) by any regulatory agency or authority;
- (f) the Client dies or becomes of unsound mind;
- (g) a representation or warranty made, or taken to be made, by or for the Client in connection with the Agreements is found to have been incorrect or misleading when made or taken to be made;
- (h) the Client exceed the limit placed by AFX Connect on the sum of the Contract Values for all Contracts between AFX Connect and the Client, on the Account;
- (i) the Client or a Guarantor becomes insolvent;
 - i. where the Client is trustee of a trust: the Client ceases to be the trustee of the trust or any step is taken to appoint another trustee of the trust, in either case without the Client's consent; or
 - ii. an application or order is sought or made in any court for:
 - A. removal of the Client as trustee of the trust
 - B. property of the trust to be brought into court or administered by the court or under its control; or
 - C. a notice is given or meeting summoned for the removal of the Client as trustee of the trust or for the appointment of another person as trustee jointly with the Client;
- (j) the Agreements or a transaction in connection with the Agreements is or becomes (or is claimed to be) wholly or partly void, voidable or unenforceable ("claimed" in this clause means claimed by the Client or anyone on behalf of any of it);

- (k) distress, execution or other process is levied against any of the Client's property and is not removed, discharged or paid within 7 days;
- (l) any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge; or AFX Connect reasonably considers it necessary for our own protection or the protection of our associates.

Free Margin means, at any time, the excess (if any) of the balance of the Account at that time over the Margin Requirement. Guarantor means any person(s) identified as such in the Application.

Hedging Counterparty means any counterparty with which AFX Connect has deemed suitable to form an agreement to pass trades to in order to manage risk.

IB means an introducing broker.

Initial Margin means the amount that must be placed on the Client's Account before a Contract is opened.

Insolvent means:

- (a) The party commits an act of bankruptcy;
- (b) a liquidator or trustee in bankruptcy or similar person is appointed to the party;
- (c) the party is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (d) the party is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property;
- (e) you are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved;
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with the party, which is preparatory to or could result in any of (a), (b) or (c) above;
- (g) the party is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (h) the party is subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or makes a statement from which the other party reasonably deduces you are a subject);
- (i) the party is otherwise unable to pay their debts when they fall due; or
- (j) something having a substantially similar effect to (a) to (g) happens in connection with the party under the law of any jurisdiction.

Limit Order means an order used to either open or close a position at a predetermined price that is more favourable to the Client than the current market price.

Long Party means in respect of any Contract the party identified in the Confirmation as having notionally bought the Underlying Instrument.

Loss means, the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if the Client is:

- (a) the Long Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract; or;

(b) the Short Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract.

Margin means the amount of cash or other assets paid to AFX Connect and credited to the Client's Account as Margin.

Margin Call means a call on the Client normally made via the Trading Platform, requesting the Client to top up the amount of money the Client have in the Client's Account as Margin.

Margin FX Contract means a contract between the Client and AFX Connect under which the Client may make a profit or incur a loss arising from fluctuations in the price of the foreign currency.

Margin Requirement means that amount of money that the Client is required to pay to and deposit with AFX Connect for entering into a trade and/or maintaining an open Contract.

Material Adverse Effect means having a significant or consequential impact on; a party's ability to comply with its obligations under the Agreement, a party's rights under the Agreement or the business or financial position of the client.

Opening Value means Opening Underlying Instrument Price x Contract Size.

Opening Underlying Instrument Price means the Underlying Instrument Price on opening the Contract as agreed between the Parties.

Order means any request placed by the Client to enter into a Transaction.

OTC means "over the counter", in contrast with regulated exchange trading.

Profit means the difference between the Opening Value of the Contract and the Close-Out Value of the Contract if the Client is:

- (a) the Long Party and the Close-Out Value of the Contract is higher than the Opening Value of the Contract; or
- (b) the Short Party and the Close-Out Value of the Contract is lower than the Opening Value of the Contract.

AFX Connect means AT Global Markets (Australia) Pty Ltd ABN 99 153 803 804; AFSL 418 036 and, in accordance with the terms, any person who is a permitted assignee or other successor to AFX Connect.

AFX Connect Platform or Trading Platform or Platform means any online software for entering into Contracts in Margin FX Contracts and CFDs made available by AFX Connect under the Agreements.

AFX Connect Products means all products that are issued by AFX Connect.

Representatives mean an officer, partner, principal, employee or other agent of a Client.

Swap Benefit means a benefit you may receive on a Position held overnight in a Margin FX contract or CFD which is described in clause 6 of this Client Agreement.

Swap Charge means a charge you may have to pay on a Position held overnight in a Margin FX contract or CFD and which is described in clause 6 of this Client Agreement.

Swap Rate means the rate determined by us from time to time having regard to, among things, Interbank Rates.

Set Off means where amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable must pay the excess to the other party.

Short Party means the party identified in the Confirmation as having notionally sold the Underlying Instrument.

Stop Loss Orders means an order that allows the Client to specify a price at which the Client wishes to close out a position or open a position.

Technology means trading technology used in connection with foreign exchange Transactions made by the Client, and includes, but is not limited to, the Trading Platform, AFX Connect web applications, application program interfaces, software, software code, programs, protocols and displays.

Trading Platform shall mean the password protected online or downloadable electronic facility where the Client can trade with the Company under these terms via MT Program, the Multi-Product Platform and/or any other platform provided by the Company from time to time

Transaction means dealing between the parties in any of the kinds of AFX Connect Products.

Underlying Instrument means the instrument which AFX Connect lists as being available to underlie an Order or Contract. An Underlying Instrument could be an Index, Commodity, Currency, Futures Contract, Bullion, Equity, Crypto Currency or other instrument or asset or factor the reference to which the value of a financial product is determined.

Website means the AFX Connect website; <https://www.atfx.connect.com>

44. REFERENCES TO CERTAIN GENERAL TERMS

Headings (including those in brackets at the beginning of clauses) are for convenience only and do not affect the interpretation of the Agreements.

Unless the contrary intention appears, a reference in these Agreements to:

- (a) singular includes plural) the singular includes the plural and vice versa.
- (b) (variations or replacement) a document (including this agreement) includes any variation or replacement of it;
- (c) (law) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of any of them);
- (d) (person) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency;
- (e) (two or more persons) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (f) (jointly and severally) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (g) (reference to a group of persons) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (h) (dollars) Australian dollars, AUD, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (i) (calculation of time) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (j) (reference to a day) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) (accounting terms) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;

- (l) (meaning not limited) the words “include”, “including”, “for example” or “such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (m) (reference to anything) anything (including any amount) is a reference to the whole and each part of it.

CONFIRMATION OF ABOVE AGREEMENT

We the undersigned confirm our agreement to the above provisions of the Agreement with the intention of being bound by such terms. This agreement is governed by the laws and regulations of New South Wales, Australia

Signed by (and is duly authorised to sign on behalf of

for and on behalf of
Client Name (Print)

.....
Director signature

Date

Signed by

for and on behalf of ATFX Connect Pty Ltd

.....

Director Signature

Date:.....