



FINANCIAL PRODUCT TERMS

FXTRADING.COM FINANCIAL PRODUCT TERMS

Gleneagle Securities Pty Limited trading as FXTRADING.com (FXTRADING.com)

Company Number 40256,

Authorised dealer in securities

Date: 1 May 2023

Financial Product Terms

1. Introduction

- 1.1. These terms govern your OTC Financial Products issued by FXTRADING.com.
- 1.2. If you choose to trade in an OTC Financial Product issued by FXTRADING.com, the OTC Financial Product will be on the terms in this document, including the terms in the Schedule to this document for the relevant OTC Financial Product.
- 1.3. The terms of this document, including the relevant Schedule for your OTC Financial Product, form part of the terms of your Account with FXTRADING.com. In relation to your Account, a reference to "Terms" includes the terms in this document (including the Schedules) which are applicable to you, as amended from time to time.
- 1.4. If, after opening an Account, you agree with FXTRADING.com that FXTRADING.com will provide access to a Financial Product or provide you with a financial service which you did not select in your Application Form, the relevant Schedule for the Financial Product or financial service will apply to your Account when FXTRADING.com agrees to provide the Financial Product or financial service to you.
- 1.5. A liability of FXTRADING.com accrues solely to that entity and is not a joint liability of any other related party of FXTRADING.com nor is any FXTRADING.com entity the agent, fiduciary, joint venturer or guarantor of any other FXTRADING.com related party.
- 1.6. These terms will apply to you in respect of your Account from the earlier of (a) the time FXTRADING.com accepts your application in the Application Form in respect of a particular Financial Product or financial service; (b) the time FXTRADING.com otherwise agrees to provide the Financial Product or financial service to you; or (c) the time you first place an Order in respect of a Financial Product with FXTRADING.com or otherwise instruct FXTRADING.com to provide the financial service to you.
- 1.7. You acknowledge and agree that you have read and understood all documentation provided to you by us including these terms and any product disclosure statement (PDS) in relation to any Financial Products which you request FXTRADING.com to make available to you in relation to your Account.
- 1.8. You acknowledge that we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you in accordance with these terms. By these terms we do not act in a fiduciary capacity and FXTRADING.com does not owe any fiduciary obligations to you in respect of its services provided to you in connection with these terms except as expressly stated in these terms.
- 1.9. You acknowledge that FXTRADING.com does not provide personal financial advice merely by assessing your suitability to deal in OTC Financial Products or issuing OTC Financial Products to you. These Terms do not constitute personal financial advice, nor a recommendation or opinion that a particular Financial Product or service is appropriate for you.
- 1.10. FXTRADING.com has discretions under these terms which can affect your Transactions. You do not have any power to direct how we exercise our discretions. When exercising our discretions we will comply with our legal obligations as the holder of a financial services licence. We will have regard to our policies and to managing all risks (including financial, credit and legal risks) for ourselves and all of our clients, our obligations to our counterparties, market conditions and our reputation. We will try to act reasonably in exercising our discretions but we are not obliged to act in your best interests or to avoid or minimise a loss in your Account.

2. Interpretation

- 2.1. Unless the context otherwise requires, any expressions or phrases not otherwise defined within these terms have the meaning given to them in the Rules relevant to the Financial Product or financial service.
- 2.2. In these terms, unless otherwise indicated, the following words and expressions have the meaning set out below:

Account means an account held in your name or on your behalf with FXTRADING.com including all Trading Accounts and all Transactions recorded in them, for the purposes of these terms.

Applicable Laws means, in relation to a matter, all laws, legislation, regulation and subsidiary regulation, instruments and Orders of a regulatory authority or a court, rules and procedures of a Financial Market or a CS Facility which apply to the relevant matter including for example, and without limitation, the Financial Products Law and regulations made pursuant to the Financial Products Law.

Application Form means the application form by which a person applies to become a client of FXTRADING.com and to open an Account.

Authorised Person means the person (if any) described as your authorised agent in the Application Form or another person properly notified by you to us.

Base Rate means the amount nominated by FXTRADING.com for this term from time to time, as notified to you (including through online services) or posted on its website.

Business Day means a weekday which is not a gazetted public holiday in Sydney.

Claim means any or all, actual or potential claim, action, complaint, suit, cause of action, arbitration, debt due, costs, claim, entitlement, allegation, demand in respect of damages and any other benefit verdict and judgment whether both at law or in equity or arising under the provisions of any statute, award or determination whether known at the date of these terms or not.

Clearing Participant means a participant of the relevant CS Facility which has the responsibility for clearing transactions.

Client Moneys Trust Account means an account (however named or styled) maintained by FXTRADING.com for the purposes of the Financial Products Law to hold client moneys.

Close Out, in relation to a Transaction, means discharging or satisfying the obligations of the parties under the Transaction and this includes:

- (a) by delivering the amount or value of the Underlying Security (including a dollar multiple of an index) required in accordance with the terms of the Transaction;
- (b) as a result of the matching up of the Transaction with a Transaction of the same kind under which you have assumed an offsetting opposite position; and
- (c) making adjustments for fees and charges.

Closing Date means the date on which the Transaction is agreed to be Closed Out, or earlier, if deemed to be Closed Out in accordance with these terms.

Confirmation means any confirmation of a Transaction issued by us or on our behalf to you and includes an electronically transmitted confirmation.

Financial Products Law means any Applicable Law (including regulations made under it), as amended from time to time relating to Financial Products.

CS Facility means a clearing and settlement facility, for the purposes of the Financial Products Law (which includes, for example, any clearing or settlement facility through which Transactions are cleared or settled), whether located in Australia or overseas.

Default has the meaning in clause 15.1 and, if applicable, as supplemented by a term in a Schedule.

Derivatives means derivatives for the purposes of the Financial Products Law.

Exchange means any exchange or market in which FXTRADING.com or its Hedge Counterparties, directly or indirectly, participate from time to time, whether directly or through agents or Market Participants, as the context permits or requires.

Exchange System means, in relation to a Financial Market or CS Facility the trading, clearing or settlement facility or system (or both) operated by or on behalf of the relevant Financial Market or CS Facility.

Finance Charge means a charge payable in accordance with clause 66. This may be referred to as an "interest charge" or "interest debit".

Financial Market means a financial market within the meaning of the Financial Products Law (which includes, for example, any market on which prices of Financial Products are quoted), whether located in Australia or overseas.

Financial Product means any financial product including a derivative and a foreign exchange contract.

Foreign Exchange means currency including Australian Dollars and foreign currency.

forward purchase and similar expressions mean the purchase of a currency (or other agreed security or commodity) at a Price agreed at the time of the purchase, which purchase is to be settled at a future time.

Futures has the same meaning as given in any rules governing the operation of any Exchange.

Futures Contract means a Futures Transaction which is regulated by an Exchange.

Futures Transaction means any Transaction, whether exchange traded or an OTC Transaction, to buy or sell a specific quantity of a described commodity at an agreed date in the future, whether or not it is physically settled or capable of being physically or cash settled and includes an option for such a transaction.

FSG means financial services guide.

GST means tax that is imposed as a goods and services tax under any Applicable Law.

Hedge Counterparty, when used in a Schedule, has the meaning given to the term in the relevant Schedule.

Initial Margin means the amount which you are required to pay to FXTRADING.com (depending on your Financial Product or financial service), as the initial Margin cover for any Transaction which you propose to enter into.

Liquidated Value has the meaning given in clause 4.2.

Long Party means the party to a Transaction (including a CFD) who is treated as having notionally bought the Underlying Security (or, in the case of an index CFD, a right in respect of payment arising from a change in the level of an index).

Loss means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Margin means the balance of the amount of cash or other assets required to cover dealing through a Trading Account or other margin payment, by whatever terms they are described, and any like payments, required to be paid under these terms.

Market Agreement means an agreement entered into by FXTRADING.com with any other Market Participant (whether or not in writing).

Market Participant means:

- (a) in respect of any Transaction governed by Rules of an Exchange or trading participant or settlement participant or clearing participant as defined under the Rules of the relevant Exchange; and
- (b) in any other case, a person authorised or licensed to deal in Transactions (including to arrange Transactions, whether by trading platforms or otherwise), or an agent of such a person.

On-line Service means an on-line or other electronic service for supporting trading or ancillary services.

Open Contract means, in respect of an OTC Financial Product, a Transaction that has not expired or otherwise Closed Out.

Open Transaction means, at any time, a Transaction which has not been Closed Out or settled prior to the time agreed for settlement.

Order means any Order placed by you with us to purchase or sell or otherwise deal in Financial Products.

OTC Financial Product means a Financial Product which is an OTC Transaction.

OTC Transaction means a Transaction which is an over-the-counter contract (in contrast with an exchange-traded contract).

Overall Balance has the meaning given in clause 4.1.

PDS means a product disclosure statement.

Price means, in relation to a Transaction, the price or rate quoted by FXTRADING.com (as adjusted for any Transaction Fee or other fees and charges) and agreed to by you to express the value of the Underlying Securities the subject of that Transaction.

Rules, in relation to an Exchange, a Financial Market or a CS Facility, means their operating rules, procedures, customs and usages (as applicable from time to time).

Settlement Time means the time by which a Transaction must be settled, as set out in the Confirmation for the Transaction.

Short Party means the party to a Transaction (including a CFD) who is treated as having notionally sold the Underlying Security.

Tax means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government agency, other than any imposed on overall net income.

Term Currency means, in Foreign Exchange Transactions, one party agrees to pay a specified amount of currency in one currency to purchase an amount of another currency.

Terms is defined in clause 1.3.

Trading Account means a sub-account (however named or styled) of the Account for a specific method of dealing. You may have several Trading Accounts within your Account. A

reference in these terms to a sub-account, or to a sub-account of the Account, is a reference to a Trading Account.

Transaction for these terms means any contract between you and FXTRADING.com as principal:

- (a) to pay, or to agree to pay, an amount calculated in respect of an Underlying Security in one currency against the settlement in another currency (or other agreed Underlying Security); and
- (b) in respect of which (other than in respect of Closing Out an Open Transaction as permitted under these terms) you have, or you are taken to have, agreed (whether orally, electronically or in writing) to:
 - (i) the Underlying Securities involved;
 - (ii) the amount of the currency (or other agreed Underlying Security or Derivative) to be purchased or sold by you;
 - (iii) the Price; and
 - (iv) the Settlement Time.

Transaction Fee means the fee or commission from time to time specified by FXTRADING.com to be the amount payable by you to FXTRADING.com in respect of each Transaction, which may include a point spread in respect of the buy and sell prices quoted by FXTRADING.com or a Transaction Fee payable to FXTRADING.com.

Unacceptable Use means use which we reasonably decide in our absolute discretion is your use of the On-line Service which would reasonably and objectively be seen as doing, or for a substantial purpose of, or being involved in, any one or more of the following:

- (a) manipulating or taking unfair advantage of our pricing, order system or order execution system;
- (b) gaming or attempting to game the On-line Service or any of our systems and operations supporting the On-line Service;
- (c) manipulating the prices;
- (d) abusing the underlying markets relevant to the OTC Financial Products;
- (e) data mining;
- (f) copying, reverse engineering, or sabotaging all or any part of the On-line Service;
- (g) in any way, for any purpose, using any form of artificial intelligence to use, analyse or change our On-line Service or any of our systems and operations supporting the On-line Service;
- (h) in any way, for any purpose, using any form of automatized program to use, analyse or change our On-line Service or any of our systems and operations supporting the On-line Service;
- (i) assessing, circumventing, manipulating or sabotaging the security of the On-line Service or any of our systems and operations supporting the On-line Service;
- (j) money laundering or crime or terrorism financing;
- (k) systematically or habitually trading on off-market quotes;
- (l) excessive leverage;
- (m) exploiting latency parameters or opportunities through the On-line Service or any of our systems and operations supporting the On-line Service;
- (n) unusual volumes of trading which are not commensurate with your Account history;
- (o) exploitation of prices across our On-line Service and other issuers' trading platforms;
- (p) exploitation of markets (including liquidity and latency) across our On-line Service and other issuers' trading platforms;
- (q) exploitation of delayed pricing;

- (r) exploiting or targeting price differentials available by the On-line Service rather than market-driven prices of Underlying Securities;
- (s) engineering or influencing pricing errors or artificially influencing prices or arbitrage opportunities;
- (t) trading different Accounts under your name or your control or the control of an associate of you;
- (u) fraud on us or on any other person;
- (v) obtaining money or property by deception; and
- (w) misleading, deceptive, fake or forged information about your identity or about the identity or authorisation of a person (actually or ostensibly) authorised to act on your Account,

whether or not there is Unlawful Use or reasonable evidence available to us of a crime committed by you or by your associate.

Underlying Security means any security, Financial Product, Foreign Exchange, commodity, index or other item (or any combination of one or more of those) the subject of a Transaction, including a value determined by reference to an index or an index multiplied by an amount of currency, in any jurisdiction, whether or not through an Exchange or other market facility. References in these terms to an Underlying Security which is a share or other similar equity financial product also apply when the Underlying Security is different, for example, a futures contract, an exchange traded option, a currency (or pairs of currencies) (with any necessary adaptation to the particular kind of Underlying Security).

Underlying Security Price means the market price of the security, Financial Product, Foreign Exchange, commodity (or other relevant thing) which is the subject of a Transaction, including a value determined by reference to an index or an index multiplied by an amount of currency, in any jurisdiction, whether or not through an exchange or other market facility, in any case as calculated by FXTRADING.com, having regard to the purposes of the calculation and the intent to make a reasonable determination in good faith but without having to consider the specific personal interests of any person.

Unlawful Use means use means use which we reasonably decide in our absolute discretion is your use of the On-line Service (including, without limitation, placing Orders and Opening and Closing Positions in OTC Financial Products) which would reasonably and objectively be seen as doing, or for a substantial purpose of, or being involved in, a breach or for the dominant purpose of dosing something which is in breach, of the Financial Products Law, the Rules or any other Applicable Laws including, without limitation, any law or the Rules in relation to any of the following:

- (a) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of Orders;
- (b) insider trading;
- (c) short selling;
- (d) creating a disorderly market or otherwise prejudicing the integrity or efficiency of a market; and
- (e) misleading or deceptive conduct,

whether or not solely in relation to our OTC Financial Products or in relation to your (known or apparent) conduct on any other trading platform or in any other market.

Unrealised Profit & Loss has the meaning given in clause 4.5.

Variation Margin means an amount which you are required to deposit with FXTRADING.com or pay to FXTRADING.com (depending on your Financial Product or financial service), in either case as additional Margin cover. The Variation Margin liability may arise due to a change in the current marked-to-market value of the Derivative or other Open Transaction and the previous marked-to-market value of that Transaction, or because FXTRADING.com in its discretion calls for more Variation Margin.

we, us, our or **FXTRADING.com** means FXTRADING.com Pty Limited (Company Number 40256) and any of its successors or assignees.

Withdrawable Funds has the meaning given in clause 4.4.

you means the person or persons in whose name we open an Account (including any Authorised Person), following an application by that person or those persons.

2.3. Headings used in these terms are used for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except if the context makes it clear that a rule is not intended to apply.

- (a) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (b) A singular word includes the plural, and *vice versa*.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) A reference to time is to local time in Sydney, New South Wales.
- (f) Anything permitted to be done by FXTRADING.com in accordance with these terms may be done in its absolute discretion, and any opinion or view required to be formed by FXTRADING.com may be formed in its absolute discretion. For the avoidance of doubt, in determining whether there is Unacceptable Use or Unlawful Use, without limitation:
 - (i) we may take into account your Account history, the pattern of trading by persons unrelated to you and market practices and conventional behavior;
 - (ii) we may take into account the guidance, policies and published expectations of regulators;
 - (iii) we are not required to consider your motives;
 - (iv) we are not required to ascertain whether a crime has been committed or is reasonably likely to have been, or will be, committed; and
 - (v) we are not required to give your prior notice, any opportunity to tell us your explanation, give you an opportunity to be heard or to give you our reasons.
- (g) For the avoidance of doubt, time will continue to run on days which are not Business Days.

2.4. If a specific provision in a Schedule is inconsistent with another provision in these terms, the specific provision prevails over the other provision to the extent of the inconsistency.

3. Account

3.1. FXTRADING.com will establish one or more Accounts in respect of the Financial Products or financial services it provides to you. An Account may comprise one or more sub-accounts (each referred to as a Trading Account), including sub-accounts relevant to Financial Products or financial services provided by more than one FXTRADING.com entity. Transactions entered into by you pursuant to these terms will be recorded in the relevant Account or sub-account established by FXTRADING.com for that Financial Product or financial service. Unless you have specifically requested FXTRADING.com to open separate Accounts, you will be taken to have

only one Account, with Transactions in respect of each Financial Product or financial service provided to you being recorded in a sub-account of that Account.

- 3.2. The calculations, reporting and administration may be performed by FXTRADING.com separately for each Account or sub-account, so that (without limitation):
- (a) Margin calculations may be managed and enforcement action may be taken for each Account or sub-account separately; and
 - (b) FXTRADING.com may at any time aggregate one or more Accounts or sub-accounts (for reporting or managing Margins or otherwise for the purposes of these terms), even if you cannot immediately access reports for aggregated Accounts or sub-accounts.
- 3.3. FXTRADING.com may set off any amount owing by you (including any negative balance in one or more Accounts or sub-accounts) against any amount FXTRADING.com owes you in any other Account or other sub-account, without notice. FXTRADING.com may choose, in its absolute discretion, which Financial Products, cash, or account balance or other property to apply to offset the debt. For the avoidance of doubt, this right of set off (and other rights of set off under these terms) apply in respect of rights and obligations across more than one Account or sub-account even if the FXTRADING.com entity in respect of those Accounts or sub-accounts are different. You agree that FXTRADING.com may apply the set off as among one or more Accounts including any sub-Accounts, before Default and on and following Default.
- 3.4. The Overall Balance of your Account or sub-account may reflect any such aggregation or set off any debt or other amount owing from time to time.
- 3.5. All Accounts and sub-accounts will be denominated in Australian dollars unless we agree with you that one or more Accounts or sub-accounts may be denominated in a foreign currency. You may only instruct FXTRADING.com to effect a Transaction denominated in another currency if you have established a relevant Account or sub-account denominated in that currency. FXTRADING.com will not convert any Transaction or any Account or sub-account balance from one currency to another without an express instruction from you to do so.
- 3.6. You must maintain Margin in the currency of the relevant sub-account, even if FXTRADING.com converts that Margin into Australian dollars for the purposes of managing reports about your Accounts. The conversion for reporting will be at the rate determined by FXTRADING.com and that rate will not represent any actual conversion or agreed rate for actual conversion.
- 3.7. You must maintain Margin for Foreign Exchange Transactions in the Term Currency. If you do not have Margin in the Term Currency in your Account (or relevant sub-account) or your Account (or relevant sub-account) has a negative account balance in the Term Currency but you have sufficient funds in another currency (at the current market rate), FXTRADING.com may allow those other funds to be used to offset the required Margin. FXTRADING.com may withdraw that permission at any time, without reason or prior notice to you.
- 3.8. A client may be comprised of two or more persons. If the client is comprised of more than one person then the Account will be deemed to be held by the persons as joint tenants despite any actual or constructive notice to FXTRADING.com of any partnership or other agreement between the persons. The joint holding will be only be deemed not to be held as joint tenants if FXTRADING.com expressly agrees that in writing that the persons consisting the client hold the Account as tenants in common in equal shares or by a court determination of that it is not held as joint tenants.

4. Calculations and Valuations

- 4.1. The Overall Balance of an Account will be determined by FXTRADING.com on the basis of:
- (a) Transactions, including rolled Transactions;
 - (b) Transaction Fees;
 - (c) Margin payments received and credited;
 - (d) Unrealised Profit & Loss;

- (e) Finance Charges (including interest on any account balance, forward and rollover fees components); and
 - (f) any other fees and costs.
- 4.2. FXTRADING.com may from time to time calculate and report the Liquidated Value. The Liquidated Value is an indicative value of an Account calculated by FXTRADING.com for the Account. It takes into account (among other things, without limitation):
 - (a) Finance Charges (whether or not accrued and payable);
 - (b) an estimate of the cost of closing Transactions by termination or Close Out; and
 - (c) payment or credit to you to reduce your Margin cover.
- 4.3. The Liquidated Value may also be reported as the "cost to close" a Transaction, according to the type of Transaction or the method of dealing.
- 4.4. FXTRADING.com may from time to time calculate and report the Withdrawable Funds for an Account. The value of the Withdrawable Funds is the amount calculated by FXTRADING.com as the total amount of cash which would be paid to you (and debited from the cash balance of the Account) if requested. The amount is subject to final adjustment by FXTRADING.com at any time including immediately after payment of cash to you for appropriate reflection of the total value of the Account, including changes in value or level of Underlying Securities, interest rates, currency rates, and unposted (or unreported) but accrued Finance Charges or Transaction Charges. Withdrawable Funds may also be reported as the "cost to close" a Transaction, according to the method of dealing.
- 4.5. FXTRADING.com may from time to time calculate and report the Unrealised Profit & Loss for an Account (**Unrealised Profit & Loss**). Unrealised Profit & Loss is the indicative amount of net profit or loss of an Account calculated by FXTRADING.com (including by On-line Services) by reference to prevailing market prices and so:
 - (a) may be adjusted by FXTRADING.com at any time without notice; and
 - (b) is not definitive and so does not assure you that the Transactions in that Account will have that value if actually terminated or sold at that particular time or at a later time.
- 4.6. Terms and expressions used in these terms for reporting and calculating amounts may differ from time to time from terms or expressions used in On-line Services usage or desk usage or market practice. You should have regard to the statements, Confirmations, guides and dealing practices used from time to time.
- 4.7. If the composition or calculation of an Underlying Security is adjusted by its issuer, regulator or sponsor, FXTRADING.com will make such adjustment to the Transaction at the time determined by FXTRADING.com which reasonably preserves the intended economic effect of the Transaction, but without being obliged to consider your particular circumstances or any adjustments made by any other Market Participant. FXTRADING.com need not give notice of the adjustment. If the Underlying Security becomes subject to a take-over bid, a take-over offer, scheme of arrangement or other mechanism for change in control, then FXTRADING.com may elect to Close Out the Transaction on a new Closing Date determined by FXTRADING.com.
- 4.8. For CFD Transactions, ordinarily the Long Party will be credited with an amount equal to the gross unfranked amount of any dividend payable to the Holder of the Underlying Security (as determined by FXTRADING.com) and the Short Party will be debited with an amount equal to the gross unfranked amount of any dividend payable to the Holder of the Underlying Security (as determined by FXTRADING.com).

5. ORDERS

- 5.1. You may from time to time place Orders with us to enter into Transactions. Subject to these terms, we will execute your Orders (or will instruct third parties to execute your Orders) with you as principal.

- 5.2. We will use our reasonable endeavours to execute your instructions. Without limiting clause 13, we will not be responsible for delays or errors in the transmission or execution of your instructions (except to the extent that responsibility cannot be excluded by law).
- 5.3. We may refuse to accept an Order and we may place a limit on any Order or place other conditions on the receipt of instructions or Orders, in our absolute discretion and for any reason. We may at any time use, add and change filters within a trading system which prevent delivery of Orders or execution of Orders. We will notify you of any refusal or limitation as soon as reasonably practicable, unless we are prevented by law or a direction from a regulatory authority from notifying you.
- 5.4. We may cancel or amend an Order:
- (a) if required by a relevant Financial Market or CS Facility or Applicable Law to do so or if a Hedge Counterparty is required to do so in respect of its hedge which corresponds with the Hedge Contract corresponding with your Transaction;
 - (b) in the event of an error;
 - (c) if we consider the cancellation appropriate, having regard to the desirability to maintain a fair and orderly market, our obligations as the holder of a financial services licence or as a participant or user of the relevant Financial Market and our other legal and regulatory obligations; or
 - (d) if the Financial Product the subject of the Transaction has been subject to a trading halt on a Financial Market and you have not reconfirmed instructions.

You acknowledge that an Exchange has a range of powers, including the power to cancel or amend a Transaction. This power can be exercised without your permission or our agreement.

- 5.5. We will make reasonable efforts to effect any instructions to cancel or amend Orders as quickly as possible. If, however, an Order is filled prior to a cancellation or amendment instruction being effected, you are obliged to accept the Transaction on the original terms prior to your amendment or cancellation instruction, unless the Transaction is itself cancelled or amended.
- 5.6. We may execute Orders for you even in circumstances if we or our associates:
- (a) hold a principal position or deal in the relevant Financial Products;
 - (b) provide similar services to other persons in relation to the relevant Financial Products;
 - (c) have material price sensitive information relating to the relevant Financial Products if the individuals processing your Order are prevented from knowing or taking into account such information (including, but not limited to, by reason of procedures known as "Chinese walls"); or
 - (d) have a potential conflict of interest or duties including, for example, a conflict of interest of which you are not aware and which we are unable to disclose to you.
- 5.7. Notwithstanding any rule of law or equity to the contrary, FXTRADING.com is not disqualified from contracting with any person and no contract, transaction or arrangement in which FXTRADING.com is in any way interested is avoided or rendered voidable by virtue of your agreement with us, a Transaction or any Market Agreement. FXTRADING.com is not liable to account to you for any profit realised by any such contract, transaction or arrangement in connection with these terms, a Transaction or a Market Agreement. FXTRADING.com is not required to make any disclosure to you concerning any such contract, transaction or arrangement.
- 5.8. We and our related bodies corporate may enter into Transactions with you as principal, whether in respect of Financial Products able to be traded on a Financial Market or in respect of over-the-counter Transactions such as Derivatives or Foreign Exchange related Transactions. If permitted by law and the Rules, we or an associate may take the opposite position in a Transaction with you. Your Orders may match opposite Orders of another person who is our client, and this may entitle us to receive commission from both sides of the Transaction. Similarly, if we deal as principal, then your Orders may match opposite Orders entered by us as

principal or as agent for others and you authorise us to charge you commission in respect of your Transaction in those circumstances.

- 5.9. You are aware of and acknowledge the right of FXTRADING.com and its related bodies corporate, directors and employees, either on their own account or on behalf of other clients or persons, to deal in any Transaction or take the opposite position to you in Transactions, if permitted (or, if not expressly permitted, then if not prohibited) to do so by the Financial Products Law and the Rules.
- 5.10. Unless otherwise specified in these terms, all Orders will remain open until either cancelled by you or purged by the trading system or the On-line Service for the relevant Financial Market. An Order or unfilled part of an Order will be purged from the date of the Order entry or such earlier time as determined by FXTRADING.com without having to notify you of that. Once an Order has partially traded, only the remaining volume can be cancelled and you remain liable for the volume traded. We do not accept responsibility for reinstating lapsed Orders or for contacting you to seek new instructions.
- 5.11. If a security code or identifier changes, you are responsible for replacing all live and contingent Order codes with the new relevant security code or identifier. We will not be responsible for any live or contingent Orders with the incorrect security code or identifier.
- 5.12. You must not instruct us to submit an Order to enter into a Transaction which would breach or cause us or any other person to breach the Financial Products Law, the Rules or any other Applicable Laws including, without limitation, any law or the Rules in relation to:
- (e) market manipulation, false trading, market rigging, fictitious transactions, wash trading or matching of Orders;
 - (f) insider trading;
 - (g) short selling;
 - (h) creating a disorderly market or otherwise prejudicing the integrity or efficiency of the market; or
 - (i) misleading or deceptive conduct.
- 5.13. Your instructions to FXTRADING.com to enter into a Transaction, your Order to FXTRADING.com to enter into the Transaction and the Transaction remains valid and enforceable against you, without affecting your other liability to FXTRADING.com even if you (or your Authorised Person) are not authorised by your own rules (such as a corporate or trust constitution or an investment management agreement).
- 5.14. You agree not to make any Claim against FXTRADING.com for any Loss incurred or suffered by you which arises, directly or indirectly, whether reasonably foreseeable or not, in connection with the exercise of any power by an Exchange pursuant to the Exchange Rules (whether or not directly affecting a Hedge Contract corresponding with your Transaction).

6. Fees, charges and costs

- 6.1. You must pay to us or as we direct:
- (a) a Transaction Fee, a spread on a rate, a Finance Charge or any or all of them, in respect of each Transaction in which FXTRADING.com acts as principal;
 - (b) any transaction charges imposed by FXTRADING.com and all transaction commission, charges, fees, Margins, premia, settlement and clearing fees and charges, charges imposed by any Exchange, interest, default charges and Taxes (including GST but excluding FXTRADING.com's income tax or penalty tax and levies) and any other amounts due under these terms on demand by FXTRADING.com in cleared funds or otherwise as required by these terms;
 - (c) any royalty or other fee which must be paid for the use of prices or information provided to you via access through the trading platform or otherwise by any Exchange;

- (d) a monthly access charge for the use of the trading platform provided by FXTRADING.com, as specified by FXTRADING.com from time to time; and
- (e) Finance Charges applicable to any Transaction, as specified by FXTRADING.com from time to time;
- (f) any fees, Taxes, stamp duty or other charges as may from time to time be levied on or in connection with any Transactions entered into with you; and
- (g) in respect of any unpaid amounts required to be paid under these terms including, (without limitation) any amounts due as a result of your failure to pay interest on all such amounts denominated in Australian dollars at the rate of Base Rate plus 4% per annum, such interest to accrue daily from the due date to the date of its payment in full.

Any amount, rate or formula which is to be specified by FXTRADING.com may be specified in a PDS, FSG, a supplementary disclosure document or in any other permitted way of notifying you. The amount of brokerage, Transaction Fees or other amounts payable by you to FXTRADING.com in respect of any Transaction will be set out in the Confirmation of that Transaction.

- 6.2. FXTRADING.com may receive commissions and other benefits from other parties in relation to Transactions FXTRADING.com enters into with you or in connection with other services provided to you including for example, commissions or benefits from the operator of any bank account or the issuer of various Financial Products. FXTRADING.com is entitled to retain such commissions and benefits.
- 6.3. If you have been referred to us or on behalf of a broker or other third party, that broker or third party may receive benefits in the form of a commission or rebate from us.
- 6.4. Unless otherwise agreed, any amounts payable by you under these terms are amounts exclusive of GST. You are required to pay the GST on the amount charged for the supply of the service, unless that is not permitted by law.
- 6.5. The amounts of the fees, commissions and charges referred to in clause 6.1 will be as notified from time to time in writing to you by FXTRADING.com.
- 6.6. You agree that FXTRADING.com may:
 - (a) debit your Account (on a monthly or any other basis) or deduct from the Client Moneys Trust Account and pay itself, without further reference to you:
 - (i) all administration fees, including but not limited to fees associated with returned cheques, payment processing, Short Message Service (SMS), debt collection and telephone transcript copies from your Account with FXTRADING.com during the full term of these terms while you use such services; and
 - (ii) all fees, charges and royalties which you owe to FXTRADING.com;
 - (b) withdraw from the Client Moneys Trust Account and pay ourselves the amount of any the Transaction Fee you owe or the amount of Margin which you must pay to maintain the required Margin cover or to meet any Margin call made to you;
 - (c) withdraw from the Client Moneys Trust Account and pay ourselves the amount of any other amount reimbursable in accordance with these terms; and
 - (d) deduct from the Account any amount reimbursable in accordance with these terms.
- 6.7. You must reimburse FXTRADING.com for all fees (both direct and indirect) and expenses charged in connection with any Transaction (other than Tax on the income of FXTRADING.com) and for all costs and expenses incurred by FXTRADING.com in implementing these terms and in enforcing its rights under these terms (including its legal costs of external or internal legal advisers on a full indemnity basis).

- 6.8. The rolling of a Transaction to a forward date (regardless of whether the existing or new position is a spot or forward position) is a new Transaction. A Transaction Fee is payable in respect of each Transaction.
- 6.9. FXTRADING.com may charge a Finance Charge on an Account at any time chosen by FXTRADING.com, such as (without limitation):
- (a) either immediately at the time of entering into the Transaction;
 - (b) at day's end, or month's end;
 - (c) at a rollover of the Transaction;
 - (d) at end of the Transaction; or
 - (e) at any other time after entering into the Transaction.
- 6.10. You remain liable to pay the Finance Charge even though:
- (a) the charge may be called other things from time to time, even across different Accounts at the same time;
 - (b) the charge is not stated on a statement for an account or interim confirmation for a Transaction;
 - (c) the charges differ according to whether the Transaction was made offline or on-line;
 - (d) the charges differ according to the amount of the Account, regardless of the amount or value of the Account;
 - (e) different rates apply at the same time to other clients' accounts;
 - (f) the charge is applied at rollover but is not levied or enforced until termination of the Transaction;
 - (g) the Transaction is denominated in a currency other than Australian dollars or the Term Currency; and
 - (h) the rates will be as determined by FXTRADING.com in its absolute discretion.
- 6.11. The Finance Charge may be an amount owing by you to FXTRADING.com or, if applicable, by FXTRADING.com to you, in respect of a Transaction, and may be applied from day to day or at other times determined by FXTRADING.com. The rate payable by FXTRADING.com to you on a Finance Charge may be less than the rate for a Finance Charge payable by you to FXTRADING.com. The net Finance Charges payable by you to FXTRADING.com will take into account the accumulated Finance Charges for a Transaction and the aggregate Finance Charges for an Account.
- 6.12. If Foreign Exchange Transactions are "rolled over" or "swapped", you will be charged or will be entitled to receive a Finance Charge at the daily rollover rate determined by FXTRADING.com. The rollover rate is the interest rate differential between the two applicable currencies. The Finance Charge ordinarily is calculated and applied by way of being added to the Transaction amount ("forward points") which will therefore vary depending on a number of factors including (but not limited to):
- (a) the currency pair you are trading;
 - (b) the applicable interest rates in the interbank markets according to the period of the rollover that is the interest rates offered for each currency pair (paid or earned);
 - (c) the size of the Transaction;
 - (d) the standard FXTRADING.com fees that may apply; and
 - (e) other factors, all as determined by FXTRADING.com in its absolute discretion.
- 6.13. The forward points can either be:
- (a) accumulated as an offset to your Account balance and will be directly debited or credited to your Account balance on settlement date; or

- (b) reflected in the Price at which the Open Contract is rolled forward, that is, it is included in the Price (or rate at which the contract is rolled) and debited or credited to your Account balance on its settlement date.

7. CLIENT MONEYS

- 7.1. FXTRADING.com must deal with any money and property which you pay or give to, or which is otherwise received by FXTRADING.com in connection with financial services provided by FXTRADING.com, in accordance with the Financial Products Law, Applicable Laws and Rules. For example, FXTRADING.com may be required to pay such moneys into a Client Moneys Trust Account which complies with the requirements of the Financial Products Law. You acknowledge that:
 - (a) your moneys and the moneys of other clients of FXTRADING.com may be combined and deposited by FXTRADING.com in a Client Moneys Trust Account;
 - (b) all moneys credited to a Client Moneys Trust Account maintained by FXTRADING.com to comply with or for the purposes of the Financial Products Law may be used by FXTRADING.com for purposes unrelated to your Account to the extent permitted by the Financial Products Law. With respect to Transactions in Derivatives, FXTRADING.com is permitted by law to use any or all moneys to which you are otherwise entitled in any Client Moneys Trust Account maintained by FXTRADING.com to meet obligations incurred by FXTRADING.com in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings in Derivatives by FXTRADING.com, including dealings on behalf of other clients of FXTRADING.com.
- 7.2. You authorise and direct FXTRADING.com to withdraw any or all moneys to which you are otherwise entitled in any Client Moneys Trust Account maintained by FXTRADING.com to meet any liability, obligation or other Loss which you owe to FXTRADING.com including to pay for your Financial Products (including payment for Margin).
- 7.3. You acknowledge that FXTRADING.com is entitled to be paid from those moneys to which you are otherwise entitled in any Client Moneys Trust Account maintained by FXTRADING.com an amount sufficient to meet any liability, obligation or other Loss which you owe to FXTRADING.com.
- 7.4. If you pay moneys into any Client Moneys Trust Account maintained by FXTRADING.com in anticipation of you creating and meeting any liability, obligation or other Loss which you will owe to FXTRADING.com including to pay for your Financial Products (including payment for Margin) before that liability or obligation has arisen, by these terms you authorise and direct FXTRADING.com to withdraw those moneys to pay FXTRADING.com on the basis that the paid amount must be credited to your Account. Your payment into the Client Moneys Trust Account will be deemed to be subject to this direction unless you tell FXTRADING.com otherwise. You agree that these terms are a sufficient written direction for the purposes of authorising and directing FXTRADING.com to make the withdrawal on these terms, subject to any other written direction you give FXTRADING.com from time to time.
- 7.5. FXTRADING.com is not liable to you for the performance by the third party who receives the benefit of the payment of your funds. In particular, without limitation, FXTRADING.com is not obliged to enquire into:
 - (a) the use of those funds by the third party;
 - (b) any persons to whom the third party pays all or any of these funds;
 - (c) the solvency of any of those persons;
 - (d) the compliance by any of those person with the Financial Products Law, Applicable Laws and Rules;
 - (e) whether any of those persons hold any part of these funds on any nominee, segregated account, trust or any other basis for your protection or security.
- 7.6. You agree that FXTRADING.com is entitled to all interest earned on moneys credited to a Client Moneys Trust Account unless you and FXTRADING.com have otherwise agreed in writing.

- 7.7. The proceeds of a Transaction or other moneys to which you are entitled under these terms and which is under the control of FXTRADING.com will be paid directly to you and not to any third party, unless you have otherwise instructed us to do so and we agree to that. You must provide relevant account details for payment instructions in respect of payments to be made by FXTRADING.com to you. Although FXTRADING.com will take reasonable steps to comply with your payment instructions, FXTRADING.com accepts no responsibility for any failure to comply with those instructions and, if such failure occurs, the relevant moneys will continue to be held by FXTRADING.com in accordance with the Financial Products Law and Applicable Laws.
- 7.8. All currency exchange risks regarding any payment instruction or any Order or Transaction entered into or arranged for you by FXTRADING.com is your responsibility. Any conversion from one currency to another required to be made for performing or executing any payment instruction, Order or Transaction may be effected by FXTRADING.com in the manner and at the time and at the exchange rates that FXTRADING.com, in its absolute discretion, decides.

8. Settlement of transactions

- 8.1. The date and time for settlement of a Transaction is the date and time specified on the relevant Confirmations.
- 8.2. Before placing an Order with us to purchase Financial Products or to enter into a Transaction which requires you to pay an amount of money to settle the Transaction, you must, if required by FXTRADING.com, ensure FXTRADING.com is able to access cleared funds in a Client Moneys Trust Account or through a margin lending facility either provided by us or by another provider acceptable to us, sufficient to cover that amount, any fees (including our brokerage), Finance Charges, Transaction Fees and any other amounts required to meet your obligations in respect of the Order. If that requirement is imposed by FXTRADING.com, from the time of placing the Order you may not withdraw from the Client Moneys Trust Account money required to settle the Transaction and you acknowledge that we may take steps to ensure that does not happen. We are not required to issue to you any Financial Products until we have received payment in full for the relevant Transaction.
- 8.3. The proceeds of a Transaction to which you are entitled under these terms and which are under the control of FXTRADING.com will be paid in accordance with Applicable Laws and these Terms.
- 8.4. You authorise us:
- (a) to appropriate any credits, payments receipts or amounts to which you are entitled (including moneys to which you are otherwise entitled in any Client Moneys Trust Account); and
 - (b) to set off those credits, payment, receipts or amounts against any amount due or owing by you to us.

9. Failure to Settle

- 9.1. If you fail to make payment, deliver any documents, security holder information or property to us in accordance with the relevant Confirmation and these terms, we may do one or more of the following:
- (a) pass on to or charge you all costs incurred by us as a result of that failure;
 - (b) charge an administration fee calculated by reference to the additional cost which we estimate has been or is reasonably likely to be incurred by us as a result of your failure to settle (even though we have not yet incurred that additional cost at the time of charging you for that);
 - (c) charge interest at the Base Rate plus 4% per annum on any debit balances resulting from your failure to settle any Transaction;
 - (d) charge interest at the Base Rate plus 4% per annum on any other amount you owe which is outstanding from time to time;

- (e) sell any Financial Product or other property at a time, manner and price on your behalf at your risk and expense and apply the proceeds to reduce your liability to us and to recover our costs in so acting;
 - (f) sell any Financial Product or other property that we otherwise hold on your behalf at a time, manner and price on your behalf at your risk and expense and apply the proceeds to reduce your liability to us and to recover our costs in so acting;
 - (g) apply any cash held by us or to which we have access, or payments received for or from you, whether held in a Client Money Trust Account or otherwise, to reduce your liability to us;
 - (h) cancel any of your unexecuted Orders; and
 - (i) exercise any other powers under these Terms.
- 9.2. Without limiting clause 13, you are responsible for and must indemnify us against all costs (including legal costs on a full indemnity basis), expenses, damages and Losses arising in connection with any failure by you to settle an executed Transaction including, but without limitation to, any consequential loss, brokerage, stamp duty, Taxes, penalties, interest and legal costs. You must pay or reimburse us any amount covered by the indemnity in this clause 9 immediately upon demand. We may deduct any of the amounts contemplated in this clause 9 (and any GST) from any sale proceeds or other amounts otherwise payable to you.

10. Cancellation of transactions

- 10.1. Applicable Laws may give the operator of a Financial Market or CS Facility the power to cancel, amend or require the cancellation or amendment of a Transaction. If FXTRADING.com determines that affects the Hedge Contract corresponding with your OTC Financial Product, FXTRADING.com cancel or amend your OTC Financial Product without your permission.
- 10.2. You authorise us, and agree that we may, without your consent, cancel or amend (or request or agree to the cancellation or amendment of) any Transaction:
- (a) if a Financial Market or CS Facility exercises any power under their respective operating rules to cancel or amend (or require the cancellation or amendment of) a transaction that corresponds with your OTC Financial Product;
 - (b) in the event of an error (if relevant, as defined in the Rules of the relevant Financial Market) or otherwise in circumstances required or contemplated in the Rules or by Applicable Laws; or
 - (c) if we consider the cancellation appropriate, having regard to the desirability to maintain a fair and orderly market and our obligations as the holder of a financial services licence or as a participant or user of the relevant Financial Market and our other legal and regulatory obligations.
- 10.3. Your obligations under these terms in relation to the settlement of a Transaction which is cancelled in accordance with this clause cease to apply in respect of that cancelled Transaction from the time it is cancelled (whether or not we or someone on our behalf has given you a Confirmation in respect of any affected Transaction).

11. MARGIN COVER

- 11.1. You agree and acknowledge with each of the following:
- (a) Margin cover refers to the amount paid or payable to FXTRADING.com as it requires and which is credited to your Account (or to a Trading Account). The minimum amount of the Margin is determined by FXTRADING.com in its absolute discretion.
 - (b) A Margin payment is the amount you pay FXTRADING.com for crediting your Account (or Trading Account) as Margin cover.
 - (c) You must maintain at least the amount of Margin cover specified by or on behalf of FXTRADING.com from time to time, as required by FXTRADING.com, including those imposed by the requirements of On-line Services made available by FXTRADING.com to you, whether or not FXTRADING.com gives any notice to you to make those

payments or you have actual notice of the required amount. The required amount of Margin cover can change continuously and can change automatically, including over the week-end or other non-trading days. Your obligation to maintain at least the required amount of Margin cover is continuous.

- (d) You have an obligation to satisfy a Margin call (in addition to your obligation to maintain Margin cover) within the required time by any combination of Closing Out positions or making payments (or both) as accepted by FXTRADING.com, in its absolute discretion. The minimum amount of the Margin call will be determined by FXTRADING.com in its absolute discretion. The payments to be made towards satisfying a Margin call must be made, as specified by FXTRADING.com from time to time to a Client Moneys Trust Account and then dealt with in accordance with these terms.
- (e) Margin calls may be made by any means of notice permitted by these terms, including by telephone call to you or your Authorised Person or by way of the On-line Service (even if you do not access your Account during the time the Margin call requires payment). You acknowledge that it is fundamental that you remain contactable by FXTRADING.com at all times by FXTRADING.com using the contact details you give FXTRADING.com from time to time and that your failure to be contactable or to receive notice of a Margin call at any contact address you give does not affect the validity of the Margin call or your obligation to satisfy it.
- (f) If no other time is stipulated by FXTRADING.com for when you must satisfy the Margin call then you must comply within 24 hours of the Margin call being made, even if you have not received it or are actually aware of it and even if the time of making the Margin call or the time for satisfying it are outside of normal working hours of a Business Day. You acknowledge that Margin calls may be payable immediately if required by FXTRADING.com.
- (g) If you fail to satisfy the Margin call by the required time, then FXTRADING.com may (without prejudice to any other rights or powers under these terms) in its absolute discretion, and without creating an obligation to do so, Close Out, without notice, all or some of your Transactions, whether or not those Transactions caused the need for more Margin cover.
- (h) The time for your payment to maintain Margin cover and to satisfy any Margin call is of the essence.
- (i) Your obligations to maintain Margin cover and to satisfy Margin calls arise at the time the Transaction is executed irrespective of the time any later Margin call is made.
- (j) It is solely your responsibility to monitor and to satisfy all Margin cover and Margin call obligations, whether or not a Margin call is notified to you.
- (k) A Margin payment is credited by FXTRADING.com at the time cleared funds have been received and credited to the account nominated by FXTRADING.com or such earlier time as allowed by FXTRADING.com, so a Margin cover requirement or a Margin call for a CFD or other OTC Transaction issued by FXTRADING.com is not satisfied unless and until your payment is received in cleared funds from the Client Moneys Trust Account as required by FXTRADING.com. Credit for the Margin payment in respect of any Financial Product issued to you by FXTRADING.com as principal to you means that you have paid FXTRADING.com and the cash balance of your Account is credited with that payment (so you do not have any beneficial interest in any funds paid to or for the account of FXTRADING.com).
- (l) Without limiting any other right of FXTRADING.com, in respect of any Financial Product issued to you by FXTRADING.com acting as principal to you, you authorise and direct, by these terms, that all of the funds which you deposit into the Client Moneys Trust Account be immediately withdrawn and paid to FXTRADING.com for its own account, towards satisfying your obligations to pay Transaction Fees, Finance Charges, to pay Margin to maintain Margin cover and to meet Margin calls and to pay all other amounts owing under these terms, even if:
 - (i) your payment (after deduction for Transaction Fees, Finance Charges and other amounts owing) is in an amount less than or more than the amount required to satisfy a Margin call or to maintain the total amount of required Margin cover;

- (ii) more than one Margin call is made after your payment to a Client Moneys Trust Account;
- (iii) the required amount of Margin cover reduces after your payment to a Client Moneys Trust Account;
- (iv) there is any delay between the time you make the payment to the Client Moneys Trust Account and when FXTRADING.com makes the withdrawal;
- (v) your purport to withdraw your authority and direction but you still have at that time an obligation to FXTRADING.com to maintain an amount of Margin cover or to satisfy a Margin call which has not been satisfied; or
- (vi) you do not tell us your intended use of the Margin cover which will be directed to your Account after your payment or you change your mind after you tell us and you deal in Financial Products for a lesser value than you told us or you do not deal.

You understand and agree that FXTRADING.com may for the purposes of this clause make regular or specific withdrawals from the Client Moneys Trust Account into which your initial payment was deposited.

- (m) Your liability in respect of Margin requirements is not limited to the amount, if any, initially paid to FXTRADING.com for your Account. You are responsible to pay in cash any deficit owing to FXTRADING.com after Close Out of a Transaction and if you default in payment of such deficit, FXTRADING.com may pay the deficit out of the Account or realise any Financial Products held by FXTRADING.com (whether or not by sale on any Exchange and, if so, for whatever price and at whatever time is chosen by FXTRADING.com in its discretion) and apply the proceeds against that deficit and you are responsible for the full and prompt discharge of the deficit (which exceeds the value of the Account) by making payment in full to FXTRADING.com immediately that deficit arises.

11.2. FXTRADING.com may make Margin calls more frequently than daily and you must fully and punctually comply with such calls.

11.1. FXTRADING.com may (without notice to you) Close Out, but will not be obliged to Close Out or to attempt to Close Out, some or all Open Transactions, at that time or any later time as FXTRADING.com determines (whether in its discretion or by automatic trading platform management) if:

- (n) on any day on which you have an Open Transaction, the value of the Account and any other Margin paid by you under these terms does not exceed the required Margin cover; or
- (o) you fail to make a Margin payment by the due date and time, which may be immediately the call is made; or
- (p) at any time, and from time to time, FXTRADING.com determines that the value of all of your Open Transactions (and not taking into account any cash balance in your Account) represents a substantial net unrealised loss to you such that, in FXTRADING.com's belief, the continued trading, or failure to Close Out, one or more of your Open Transactions will or is likely to materially prejudice your Account balance.

12. Settlement of Open Transactions

12.1. If you want to Close Out an Open Transaction earlier than by other agreement with FXTRADING.com, you must instruct FXTRADING.com accordingly with at least two (2) Business Days' notice prior to the intended settlement date for Close Out of any Open Transaction, subject to the Rules, prevailing market conditions or as otherwise agreed with FXTRADING.com.

12.2. In respect of each Open Transaction, subject to:

- (a) prior Close Out of that Open Transaction; or
- (b) the express agreement pursuant to clause 12.3 to settle that Open Transaction,

FXTRADING.com is by these terms instructed:

- (c) to vary the Open Transaction (in which case it will be deemed to be a new Transaction) so that its settlement date is deferred to a Business Day to be agreed between FXTRADING.com and you (and failing agreement by 5:00 p.m. on the Business Day immediately prior to the then applicable settlement date as agreed previously, it will be the following Business Day); and
- (d) to Close Out the Open Transaction and enter into a new Transaction for the same Underlying Security and being the same bought or sold position except that the settlement date is to be one Business Day later and adjusted for any interest differential.

- 12.3. Subject to prior Close Out, no Transaction will be physically settled unless, in exceptional circumstances, FXTRADING.com in its absolute discretion gives express prior permission to you to settle the Transaction by physical settlement of the Underlying Security (but in any case physical settlement of a Futures Transaction or a Commodities Transaction will not be permitted). If FXTRADING.com agrees to settle on that basis, then you must fully and punctually discharge all your obligations.

13. Limitation of liability, indemnities and payments

- 13.1. Subject to those provisions of the Financial Products Law, any other legislation and any other rights, duties or other obligations imposed or implied by law which cannot be excluded by agreement between the parties, to the extent each of the following is not prohibited by those laws:
- (a) we make no warranties either expressly or impliedly as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to any services we provide under these terms including, without limitation, the On-line Service;
 - (b) FXTRADING.com excludes all liability in contract, tort or otherwise relating to or resulting from use of any services we provide under these terms and for any Loss incurred by you directly or indirectly, including without limitation as a result of or arising out of:
 - (c) any inaccuracy, error or delay in or omission from any information provided to you under these terms including the On-line Service;
 - (i) any delays or failures or inaccuracies, or loss of access to, the provision of a Service to you including, without limitation, any delay, failure or inaccuracy in, or the loss of access to, the On-line Service or in respect of the transmission of Orders or any other information;
 - (ii) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;
 - (iii) any government restriction, Exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our On-line Service, theft, sabotage, war, earthquakes, strike, force majeure and, without limitation, any other conditions beyond our control;
 - (d) FXTRADING.com is not liable in contract, tort (including negligence) or otherwise for any loss of prospective profits or expenses or special, indirect or consequential damages resulting from the supply of a Service including, without limitation the On-line Service;
 - (e) FXTRADING.com makes no representations or warranties either express or implied that:
 - (i) any Exchange System (or any part of it) or any service or any services performed in respect of it will meet your requirements or the requirements of any user; or
 - (ii) the operation of, or services performed in respect of, any Exchange System will be uninterrupted or error-free;

- (f) FXTRADING.com is not liable for any breach of a provision of any relevant legislation, negligence, injury, death, lost profits, loss of files data or use, economic loss, loss or reputation or losses or damages incidental or consequential to the operation of any Exchange System, except to the extent that it is caused by the negligence or dishonesty of FXTRADING.com or their employees, agents or representatives; and
- (g) FXTRADING.com' liability to you is in any event limited to:
 - (i) in the case of goods, the replacement or repair of the goods; or
 - (ii) in the case of services, the re-supply of the services,
 except in either case to the extent clause 14 applies.

13.2. To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep FXTRADING.com and its respective officers, employees, agents and representatives indemnified from and against all Claims arising out of:

- (a) any default, whether by your act or omission under these terms or any Order or Transaction;
- (b) any breach by you of any Applicable Law;
- (c) any representation or warranty made or given by you under these terms proving to be untrue or incorrect;
- (d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents or Authorised Persons, consultants or servants;
- (e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to FXTRADING.com, or any error or inadequacy in the data or information input into such systems or networks by you;
- (f) any delays in processing any Order including, for example (but not limited to), as a result of systems or market delays, or due to verification or filtering procedures or unauthorised processes, email delays or due to telephone call waiting time or adherence to internal policies and procedures;
- (g) anything lawfully done by FXTRADING.com in accordance with, pursuant or incidental to these terms;
- (h) any instruction, request or direction given by you;
- (i) by reason of FXTRADING.com complying with any direction, request or requirement of Applicable Law, any Financial Market or CS Facility, any government body or any regulatory body having jurisdiction over FXTRADING.com or any Hedge Counterparty;
- (j) arising from and in connection with or in any way related to FXTRADING.com in good faith accepting and acting on instructions received by facsimile transmission, email or by other means of any kind which are signed by or purported to be signed by you or any Authorised Person; or
- (k) any failure or delay by a Hedge Counterparty to meet its obligations to FXTRADING.com in respect of or in relation to (including by corresponding with) your Transactions and any payments made in respect of them,

except only to the extent attributable to the breach of these terms by FXTRADING.com or the gross negligence or fraud by FXTRADING.com.

13.3. If GST is payable on a taxable supply made by FXTRADING.com under, by reference to, or in connection with these terms, you must also pay the amount of GST payable in respect of that taxable supply. This clause does not apply to the extent that consideration for a supply is expressly stated to you to be GST inclusive.

13.4. You acknowledge that you are responsible for your own legal costs associated with entering into these terms and for all Taxes and expenses incurred by you in connection with these terms, including any Transaction made under it.

- 13.5. All payments by you under these terms are:
- (a) to be made without any set-off by you (unless it is the final payment owing after Closing Out all Transactions), counter claim or condition made by you and without you making any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law or the set-off arises by express application of the Terms; and
 - (b) payable in any currency that FXTRADING.com may require or determine.

- 13.6. If:
- (a) you are required to make a deduction or withholding in respect of Tax from any payment to be made; or
 - (b) FXTRADING.com is required to pay any Tax (other than income tax) in respect of any payment made in relation to these terms at your request,

then you:

- (a) indemnify FXTRADING.com against the Tax; and
- (b) agree to pay to FXTRADING.com an additional amount to ensure FXTRADING.com receives a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount FXTRADING.com would have received had a deduction or withholding or payment of Tax not been made.

14. Hedge Counterparties – limitation of liability and other risks

14.1. This clause 14 applies if any one or more of the following applies:

- (a) a Schedule states that this clause 14 applies;
- (b) a PDS states that this clause 14 applies or otherwise gives you notice that limited recourse applies to the Financial Products covered by the PDS; and
- (c) you are given notice in any other way that this clause 14 applies.

This limitation of FXTRADING.com's liability and your recourse apply despite any other provision of these terms or any other agreement, arrangement or understanding and extends to all liabilities and obligations of FXTRADING.com in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Terms and anything done or omitted to be done under them.

14.2. If this clause 14 applies, then to the maximum extent permitted by law in respect of your Financial Products, financial services, Orders or Transactions and all related obligations and liabilities of FXTRADING.com to you to which this clause 14 applies (FXTRADING.com Liability):

- (a) the FXTRADING.com Liability however arising is limited to paying to you an amount equal to the Recovery Amount; and
- (b) your recourse against FXTRADING.com is limited to seeking payment of the Recovery Amount.

This limitation of FXTRADING.com's liability and your recourse against FXTRADING.com apply despite any other provision of these terms or any other agreement, arrangement or understanding (written or not) and extends to all liabilities and obligations of FXTRADING.com in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Terms and anything done or omitted to be done under it.

14.3. The Recovery Amount is:

- (a) the amount that FXTRADING.com actually receives from, on behalf of or in respect of the Hedge Counterparty under the terms of or in respect of:
 - (i) an Order or Transaction made by you; or

- (ii) any Order or Transaction made by FXTRADING.com with that Hedge Counterparty which, in FXTRADING.com's opinion, corresponds with your Order Transaction with FXTRADING.com,

and if FXTRADING.com receives only a proportion of the amount due to FXTRADING.com (whether for itself, as agent or in any other capacity) from, on behalf of or otherwise in respect of the Hedge Counterparty in respect of several clients or several Orders or Transactions, the Recovery Amount is limited to your *pro rata* portion (as determined by FXTRADING.com) of the amount actually received by FXTRADING.com);

- (b) less any amount actually paid to you in respect of termination of your Transaction with FXTRADING.com.

14.4. If:

- (a) this clause 14 applies;
- (b) you make a claim in any way, whether directly or in any court or dispute resolution forum (**your claim**) against FXTRADING.com to recover Loss or for any other compensation in relation to a Transaction, which Loss has arisen because or substantially due to a Hedge Counterparty failing to pay in full an amount to FXTRADING.com (**payment failure**) and FXTRADING.com relies on this clause 14 in respect of that payment failure); and
- (c) FXTRADING.com receives from the Hedge Counterparty an amount, or makes, or has made, a demand or claim against the Hedge Counterparty in respect of that payment failure (**FXTRADING.com claim**),

then subject to clause 14, FXTRADING.com holds the FXTRADING.com claim against the Hedge Counterparty for your benefit.

14.5. Nothing in this clause 14 affects your entitlement to moneys held by FXTRADING.com for you in a Client Moneys Trust Account. You are always entitled to require payment to you of any of those moneys to which you are entitled.

14.6. Nothing in this clause 14 obliges FXTRADING.com to make a demand or other claim of any kind against the Hedge Counterparty or any other person.

14.7. FXTRADING.com has no liability for taking or failing to take any action in relation to any actual or prospective FXTRADING.com claim. FXTRADING.com is not obliged to accept any direction from you or any other person with regard to how FXTRADING.com must conduct the FXTRADING.com claim or negotiate any settlement. FXTRADING.com may require a binding agreement to be fully indemnified, in a form satisfactory to it (including with or without security) in respect of accepting any such direction.

14.8. FXTRADING.com may conduct one or more claims (for example, in connection with these terms and the terms and conditions it has with other clients) or under one or several proceedings, as determined by FXTRADING.com.

14.9. FXTRADING.com may incur costs of preparing for and conducting any FXTRADING.com claim and defending cross-claims, including costs of legal services, experts and other agents and advisers, which costs may be apportioned by FXTRADING.com across several claims.

14.10. FXTRADING.com may make or accept any offer for settlement of a FXTRADING.com claim which is considers reasonable, including for any amount less than the amount claimed by FXTRADING.com.

14.11. FXTRADING.com may withhold from settlement of any FXTRADING.com claim proceeds such it amounts it determines to pay for, or to provide for payment for, costs incurred by FXTRADING.com in connection with the FXTRADING.com claim, including its estimate of costs of enforcing the judgments for the claim.

14.12. FXTRADING.com may apply the net proceeds of settlement of any FXTRADING.com claim proportionally to the balance of the unsatisfied amounts of all claims.

- 14.13. FXTRADING.com may make a determination not to prosecute any FXTRADING.com claim if it determines there are insufficient prospects of success and having regard to the estimate costs of prosecuting the claim.
- 14.14. Nothing in this clause 14:
- (a) limits your right to make a claim against FXTRADING.com for the full amount of liability which would have arisen but for this clause 14; however, the liability of FXTRADING.com to you and your recourse to FXTRADING.com or any assets or other property held on your behalf is limited by this clause 14;
 - (b) limits any party in obtaining an injunction or other order to restrain any breach of these terms by any party or obtaining declaratory relief.
- 14.15. If any of the other parts of this clause 14 would be void, invalid or unenforceable but for this clause 14.15, the limitation of liability of FXTRADING.com and your rights of recourse do not apply however, in that case the liability of FXTRADING.com to the client is limited to:
- (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 14.16. The meaning and effect of this clause 14 are to be construed for the purposes of limiting the liability of FXTRADING.com to you and limiting your recourse against FXTRADING.com or any assets or other property held on your behalf, to the maximum extent permitted by law, so that FXTRADING.com is only liable to you to the extent provided by this clause and FXTRADING.com is not otherwise liable to you.
- 14.17. You agree that this limitation of liability under this clause 14 is a reasonable term having regard to the nature of the financial services and Financial Products offered and provided by FXTRADING.com to you, the benefits to you and the risks and benefits from Transactions using FXTRADING.com in the context of these terms and the protections given to you by FXTRADING.com from time to time for your moneys or for giving you other benefits in relation to the FXTRADING.com Liability (whether or not given by these terms).

15. DEFAULT

- 15.1. Each of the following constitutes a Default:
- (a) you breach these terms, whether by act or omission;
 - (b) you fail to pay, or provide security for, amounts payable by you to FXTRADING.com;
 - (c) you fail to pay the amounts due in respect of any Transaction entered into pursuant to these terms;
 - (d) you fail to perform any obligation arising pursuant to the exercise of an option contract or the settlement of a contract which arises pursuant to a Transaction;
 - (e) you fail to fulfil any settlement obligations in respect of a Transaction entered into pursuant to these terms;
 - (f) you fail to comply with any limit or restriction imposed on you by FXTRADING.com in connection with your Account (for example, a restriction on the kind, volume or value of Transactions or outstanding liabilities);
 - (g) we determine that there has been Unlawful Use;
 - (h) we determine that there has been Unacceptable Use;
 - (i) a guarantee lodged by you, or lodged by a third party at your request, in favour of FXTRADING.com is withdrawn without FXTRADING.com's consent or becomes ineffective and other replacement security acceptable to FXTRADING.com is not provided;
 - (j) any security provided by you (to anyone) which is binding on your assets becomes enforceable and the holder of that security takes any step to enforce the security;
 - (k) any representation or warranty which you give under or pursuant to these terms is or becomes incorrect or misleading in any material way;

- (l) FXTRADING.com determines that you may not be able to meet your obligations to FXTRADING.com in respect of one or more Transactions, including, without limitation strict compliance with any time limits for performance by you;
- (m) you become insolvent or bankrupt;
- (n) you enter into a composition or scheme of arrangement for the benefit of creditors;
- (o) if you are a body corporate:
 - (i) you go into liquidation, voluntarily or otherwise (except for the purpose of reconstruction), or you or another person appoint a liquidator, receiver, administrator or official manager in respect of your assets;
 - (ii) a director has not given (a reasonable time after request by FXTRADING.com) a valid deed of guarantee and indemnity in respect of your obligations under these terms in favour of FXTRADING.com and in a form acceptable to FXTRADING.com; or
 - (iii) you have not notified FXTRADING.com of a change of any director within seven (7) days of the change taking effect;
- (p) if you are acting on behalf of another person pursuant to authority provided by another person, the authority is varied in a way which (in FXTRADING.com's opinion) negatively impacts on your authority or legal or financial capacity to perform your obligations under these terms;
- (q) if you are a trustee, the relevant fund or trust of which you are trustee is terminated, vests or a distribution of capital of the trust or fund is made which would result in there being, in FXTRADING.com's opinion, insufficient assets of the trust or fund to meet your liabilities under these terms or any Transaction;
- (r) if you are a natural person, you die or become of unsound mind or if you or your estate is liable to be dealt with in any way under any law relating to mental health;
- (s) you impose a moratorium on payments to creditors or cease, or threaten to cease, carrying on business;
- (t) in the absence of making alternative arrangements, you are not immediately contactable by FXTRADING.com in order for FXTRADING.com to obtain instructions in relation to any of your Transactions; and
- (u) the occurrence of any other event referred to in a Schedule applicable to your Account as constituting a Default or which FXTRADING.com and you have agreed constitutes a Default.

15.2. If a Default occurs, FXTRADING.com may, in addition to any other rights which FXTRADING.com has or may have against you (including rights arising in other parts of the Terms), without giving prior notice to you, take any action, or refrain from taking action, which it considers reasonable in the circumstances in connection with Transactions entered into pursuant to these terms and, without limitation, FXTRADING.com may:

- (a) cancel any outstanding Orders;
- (b) treat some or all of your Transactions as void from the beginning;
- (c) cancel or implement any or all orders;
- (d) enforce all or any Transactions against you;
- (e) claw back any profits you made as a result of Unlawful Use or Unacceptable Use;
- (f) adjust your Account including any Margin;
- (g) suspend your Account or any of your Accounts;
- (h) suspend or decline any payment to you;
- (i) enter into one or more Transactions to effect the Close Out of one or more unsettled Transactions or open positions;
- (j) settle (or arrange to settle, if applicable) any Transaction which has not at the time of Default settled;

- (k) in the case of open positions which involve option contracts, exercise one or more of those option contracts or abandon any one or more option contracts not yet exercised;
- (l) cover in whole or in part open positions by entering into further Transactions;
- (m) take any other action a reasonably prudent broker, intermediary or principal might take in the circumstances to protect FXTRADING.com's personal obligation incurred when dealing with you;
- (n) sell (or arrange for the sale of) any or all of your property (including, but not limited to any property provided as security in favour of FXTRADING.com, any property that is held by FXTRADING.com or a nominee on your behalf), in accordance with these terms and apply the proceeds towards satisfaction of moneys owing by you to FXTRADING.com;
- (o) apply any money that you have deposited with, or which is held by, a CS Facility or FXTRADING.com, or in any Client Moneys Trust Account, and to which you are entitled, by way of set-off;
- (p) immediately, or at a later time, terminate these terms, one or more Schedules, one or more Accounts or sub-accounts, one or more Transactions or any combination of these;
- (q) realise or enforce any security or guarantee provided by you or in respect of your obligations to FXTRADING.com;
- (r) convert any or all amounts owing by you to FXTRADING.com or by FXTRADING.com to you in a foreign currency into Australian currency;
- (s) calculate any or all amounts owing by you to FXTRADING.com and declare such amount immediately due and payable; or
- (t) exercise any other rights conferred by Applicable Laws or these terms or perform any other obligations arising under Applicable Laws or these terms in respect of your Transactions.

In respect of any action which FXTRADING.com takes, or refrains from taking under this clause 15.2, you must account to FXTRADING.com as if FXTRADING.com took, or refrained from taking, the action on your instructions and, without limitation, you are liable for any deficiency and are entitled to any surplus which may result.

15.3. In exercising any right of sale of any property under clause 15.2, FXTRADING.com may sell (or arrange for the sale of) the property:

- (a) either by public auction, private treaty or tender;
- (b) for cash or on credit;
- (c) in one lot or in parcels;
- (d) with or without special conditions or stipulations as to title or time or mode of payment or purchase money or otherwise;
- (e) with power to allow the whole or any part of the purchase money to be deferred (whether with or without any security);
- (f) whether or not in conjunction with the sale of any property to any person; and
- (g) upon such other terms and conditions as FXTRADING.com may consider appropriate.

FXTRADING.com is not liable for any loss occasioned by a sale of the property.

15.4. Upon any sale purporting to be made in the exercise of the powers conferred by these terms or otherwise, no purchaser will be:

- (a) bound to ask whether any default has been made or otherwise as to the propriety or regularity of any sale; or
- (b) affected by express notice that any such sale is unnecessary or improper.

Despite any irregularity or impropriety in any such sale, the sale will be deemed to be authorised by such powers, as regards the protection of the purchaser or other party to any such dealing or disposal, and will be valid accordingly.

- 15.5. Nothing in these terms limits your rights to claim a default by FXTRADING.com or for you to take any proper action you determine is appropriate to claim or to recover for any Loss arising from your claim. You agree that it is reasonable for you not have specific rights following default and specific events of default by FXTRADING.com in order to avoid all Transactions of all of FXTRADING.com's clients prematurely terminating, which could cause irrevocable loss to some or all clients and those losses could be irrevocably increased by such an automatic termination.

16. TERMINATION

- 16.1. Without limiting clause 15.2, you and FXTRADING.com may each terminate these terms at any time by giving the other notice.
- 16.2. The termination of these terms does not affect outstanding obligations under these terms which remain undischarged at the time of termination, limitations of liability or recourse, indemnities provided for in these terms or any other clause of these terms which states or implies that they survive termination.
- 16.3. Each indemnity provided within these terms survives the termination of these terms.
- 16.4. You or FXTRADING.com may terminate a Schedule within these terms at any time and for any reason by giving notice to the other, without terminating another Schedule of these terms. Termination of a Schedule under this clause 16 does not affect outstanding obligations under these terms which are undischarged at the time of termination, either under the terminated Schedule or otherwise. Each indemnity in these terms survives the termination of any Schedule.
- 16.5. Upon termination of these terms (or a relevant Schedule under clause 16.4), and without limiting clause 15.2, this clause survives and FXTRADING.com may do one or more of the following:
- (a) cancel any outstanding Orders;
 - (b) enter into one or more Transactions to effect the Close Out of one or more unsettled Transactions or open positions (and, if FXTRADING.com has entered into a Transaction with you as principal, determine the value at which the Transaction or Transactions will be Closed Out);
 - (c) settle (or arrange to settle, if applicable) any Transaction which has not at the time of termination settled;
 - (d) exercise any other rights FXTRADING.com has under these terms;
 - (e) do, or refrain from doing, anything else which FXTRADING.com considers reasonable in the context of these terms (or any part of them) having been terminated.

17. General

- 17.1. FXTRADING.com may from time to time delegate any or all of its obligations, powers and discretions to anyone or more or all of its employees. FXTRADING.com remains responsible for the acts or omissions of its employees. A delegation by FXTRADING.com under this clause need not be in writing.
- 17.2. The Terms and any relevant Application Form completed by you contain the entire understanding between you and FXTRADING.com concerning the provision of the Financial Products or financial services and services referred to in these terms, as later amended only in accordance with these terms.
- 17.3. We may vary these terms by giving you notice of any variation by any combination of: document in writing, by updating our website to show the revised version of these terms, by

posting a message in the On-line Service or by electronic mail. The notice of variation is effective even if you are unaware of the notice. The minimum period of notice will be the lesser of:

- (a) any minimum period of notice required by the Rules;
 - (b) if no such minimum period is required by the Rules, then not less than two (2) Business Days' notice (unless paragraph (c) applies); and
 - (c) subject to paragraph (a), if we believe a variation is necessary to maintain or restore the security of any Accounts or of our systems or to comply with any legal or regulatory requirement, we may make the variation without prior notice and will notify you of the change as soon as practicable after the change.
- 17.4. Each part of these terms is severable from the balance of these terms and if any part of these terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these terms.
- 17.5. No failure by us to exercise, and no delay by us in exercising, any right, power or remedy in connection with these terms will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy.
- 17.6. These Terms are not to be interpreted against our interests merely because we proposed these terms or some provision in it or because we rely on a provision of these terms to protect our interests.
- 17.7. You may not assign or otherwise transfer any of your rights under these terms to another person without our prior written consent. FXTRADING.com may assign, novate or otherwise transfer any of its rights under these terms to another person without your prior written consent including, without limitation, in connection with a sale or transfer of all or part of our business to another person.

Schedule 1

FOREIGN EXCHANGE AND COMMODITIES TRANSACTIONS

1. Introduction

- 1.1 The following terms will apply to you, and you agree to be bound by them, each time you place an Order with FXTRADING.com to deal in a Foreign Exchange Transaction (as defined in clause 2).
- 1.2 In this Schedule a reference to FXTRADING.com is a reference to FXTRADING.com Pty Limited.
- 1.3 Clause 14 of the terms applies to this Schedule.

2. Interpretation

In this Schedule, the following terms have the following meanings:

Authorised Person means a person authorised pursuant to clause 5 to bind you under these terms.

Bought Currency means the currency to be received by you in exchange for the currency to be provided by you under a Position and in the case of an Option the currency to be received by you if it is exercised (and the amount of that currency may be nil).

Bought Option means an Option purchased by you pursuant to these terms.

Call Option means an option which gives its buyer the right, exercisable at any time until Expiry Date, but not the obligation, to require the seller of the Option to enter into with the buyer, a Position whereby the seller agrees to exchange a given amount of the Bought Currency for an amount of the Sold Currency, at the Strike Price of that option, for delivery on the Value Date of that Position.

Deal has the meaning given in the Financial Products Law.

Excess Variation Margin means the amount of your Variation Margin plus your Unrealised Profits minus your Unrealised Losses at that time.

Expiry Date means, in relation to each Option, is the last day upon which the Option may be exercised.

Foreign Exchange Transaction means a Transaction in respect of Foreign Exchange.

Hedge Contract means a contract between FXTRADING.com and a Hedge Counterparty on the same, or substantially similar, terms as the Foreign Exchange Transaction (including if one or more Foreign Exchange Transactions from you and other clients which in aggregate correspond with the Hedge Contract).

Hedge Counterparty means a Market Participant with whom FXTRADING.com enters into a Hedge Contract to hedge FXTRADING.com's exposure to a Foreign Exchange Transaction.

Market Rate means the rate of exchange which FXTRADING.com is quoted by a bank dealing in the interbank Foreign Exchange market.

Option means a Call Option or Put Option bought or sold pursuant to these terms.

Position means a margin Foreign Exchange Transaction entered into by you pursuant to these terms under which the parties agree to exchange an agreed amount of one currency for an agreed amount of another currency for settlement on the Value Date (and, for the avoidance of doubt, either agreed amount may be nil).

Premium is the price of an Option as notified by FXTRADING.com.

Put Option means an option which gives its buyer the right exercisable at any time until Expiry Date, but not the obligation, to require the seller of the Option to enter into with the buyer, a Position whereby the seller agrees to exchange a given amount of the Sold Currency for an amount of the Bought Currency at the Strike Price of that option, for delivery on the Value Date of that Position.

Sold Currency means in the case of a Position, the currency to be provided by you in exchange for the currency to be received by you, and in the case of an Option, the currency to be provided by you if it is exercised (the amount of that currency may be nil).

Sold Option means an Option sold by you pursuant to these terms.

Spot Date means the date on which a Position entered into for spot delivery falls due for settlement in accordance with prevailing conventions in the interbank market.

Strike Price means the rate of exchange at which an Option may be exercised.

Trade Date means the agreed date you place an order with FXTRADING.com for an FX Physical Delivery Transaction.

Unusual Volatility means, in respect of a Position or Option, such fluctuation in inter-day rates and intra-day rates as FXTRADING.com determines from time to time in its absolute discretion is unusual for the purposes of these terms.

Value Date means the date agreed at the time the relevant deal is entered in to, to be the date of settlement of that deal (specified in the deal confirmation) and in the case of a Position created on exercise of an Option, two Business Days after the Option is exercised or such other date agreed at that time.

Variation Margin means an amount deposited by you with FXTRADING.com including any increase or reduction on settlement of a Closed Out Position or Option.

3. Acknowledgements

In these terms you acknowledge the following in favour of FXTRADING.com:

- (a) A Foreign Exchange Transaction is cash settled with no physical exchange of the Underlying Security.
- (b) There is no definitive term attached to a Foreign Exchange Transaction, such a contract will continue until the Closing Date.
- (c) Anything FXTRADING.com is permitted to do in accordance with this Schedule may be done in its absolute discretion, and any opinion or view required to be formed by FXTRADING.com may be formed in its absolute discretion.
- (d) A Position or Option may be Closed Out without a physical exchange of the Bought Currency for the Sold Currency and references in the definition of Position to an exchange of currency and settlement and in the definitions of Bought Currency and Sold Currency to amounts to be received by you or provided by you under a Position will be construed as if that Position were to be unwound by delivery.
- (e) Notwithstanding it has an agreed Value Date, each Position continues indefinitely until it is unwound by delivery or by being Closed Out and references in the definitions of Position and Value Date to settlement will be construed as if that Position were to be unwound by delivery.

4. Entering into Positions and Options

- (a) On any Business Day you may request FXTRADING.com by telephone or otherwise to quote:
 - (i) the rate at which you may enter a Position and the Initial Margin required by nominating the amount; or
 - (ii) the Premium at which you may sell or buy an Option and (if applicable) the Initial Margin then required by nominating whether you wish to buy or sell, whether a Put Option or a Call Option is required, the amount and currency of either the Bought or the Sold Currency, the currency against which it is to be exchanged, the Strike Price and the Expiry Date.
- (b) Immediately upon receiving the quote, you may by telephone or otherwise instruct FXTRADING.com to arrange the entry into by you of a Position or Option equivalent to that for which the quote was sought. Receipt by FXTRADING.com of your instruction will constitute an offer by you to FXTRADING.com to enter into such a Position or Option.
- (c) FXTRADING.com is under no obligation to accept your offer to enter into a Position or Option, and without limitation, is not obliged to accept your offer to enter into a Position or Option:
 - (i) if you have exceeded or would exceed a limit applying to you as notified by FXTRADING.com; or
 - (ii) until FXTRADING.com has received the Initial Margin and the Premium required in respect of that Position or Option, in cleared funds.
- (d) The Initial Margin required in respect of a Position or Sold Option or the Premium required in respect of a Bought Option (if not already received from you by FXTRADING.com) will be payable when FXTRADING.com accepts your offer to enter into a Position or buy or sell an Option.
- (e) If FXTRADING.com accepts your offer to enter into a Position or Option, FXTRADING.com will issue to you a written confirmation of that Position or Option promptly after it has been entered into, in the form of a deal confirmation, but failure by FXTRADING.com to issue a confirmation will not prejudice or affect that Position or Option. FXTRADING.com will not have any liability as a result of a failure to issue a deal confirmation. If FXTRADING.com decides not to accept your offer to enter into a Position or Option, FXTRADING.com will advise you of that decision as soon as is practicable.
- (f) You undertake to examine the terms of each Confirmation immediately upon receipt and unless within 48 hours of issue of a written confirmation you notifies FXTRADING.com of any disputed detail in the confirmation, you agree that the contents of the confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal. Upon receipt within those 48 hours of written notice as to a disputed detail, FXTRADING.com will investigate the matters disputed and you will co-operate with FXTRADING.com in good faith to resolve the dispute. You must, notwithstanding any such dispute, continue to satisfy your obligation to pay Margin calls made by FXTRADING.com in respect of that Position or Option as if the details contained in the confirmation were correct and not the subject of dispute.
- (g) FXTRADING.com may, in its absolute discretion, limit the value of Positions or Options you may have outstanding under these terms:
 - (i) beyond which if you decide to enter into any further Positions or Options, you must seek and obtain credit approval from FXTRADING.com; and

- (ii) beyond which you may not enter into any further Positions or Options.
- (h) FXTRADING.com may vary this limit at any time by notice to you.
- (i) You may exercise an Option by notice to FXTRADING.com between the hours of 8:30 a.m. and 5:00 p.m. (Sydney time) on any Business Day until the Expiry Date for the Option. The exercise of an Option, subject to these terms, creates the rights and obligations that constitute a Position.
- (j) FXTRADING.com is under no obligation to accept the exercise of a Bought Option until FXTRADING.com has received the Premium and brokerage required in respect of the Option in cleared funds. If FXTRADING.com exercises a Sold Option, it will credit the Premium to your Account.
- (k) You undertake to advise FXTRADING.com of your intention to take delivery of the Bought Currency at the time you offer to enter into a Position or exercises an Option and you agree that if you fail to advise of such intention, FXTRADING.com may, in its absolute discretion, allow you to unwind that Position or Option on terms acceptable to FXTRADING.com. Any notice to take delivery is irrevocable.

5. Interest charges on positions remaining open after value date

- (a) FXTRADING.com is entitled to interest which will accrue on a daily basis and be payable daily by you in respect of a borrowing by you of the Sold Currency under a Position.
- (b) You are entitled to interest which will accrue on a daily basis and be payable daily by FXTRADING.com in respect of a borrowing by FXTRADING.com from you of the Bought Currency under a Position, from the Value Date of the Position until the date that the Position is unwound by delivery or by being Closed Out at FXTRADING.com's prevailing rates of interest.
- (c) Interest payments will be settled by FXTRADING.com on each day by debiting or crediting your Account with the daily interest rate differential between the amount of interest payable by you under the Position and the amount of interest payable by FXTRADING.com to you under the Position. In the event that there is insufficient Excess Variation Margin in your Account, you acknowledge that any amount due under this Schedule is a debt due and owing by you to FXTRADING.com.
- (d) In debiting or crediting interest to your Account, FXTRADING.com may charge or pay you interest at a rate different to the interest rate which FXTRADING.com is charged or paid on equivalent borrowings of foreign currency by a bank and may retain the difference.
- (e) The rates of interest applicable under this Schedule may be as agreed between you and FXTRADING.com from time to time and, in the absence of such agreement, will be a rate determined by FXTRADING.com in its absolute discretion.

6. Delivery of Positions

- (a) If you have specified that delivery is required in a notice accepted by FXTRADING.com, you must pay to FXTRADING.com on the Value Date the amount of the Sold Currency under the Position in cleared funds and following receipt by FXTRADING.com of the Sold Currency, FXTRADING.com will credit your Account the Bought Currency under the Position.

7. Close Out of Positions and Options

- (a) Unless you have previously given a notice which has been accepted by FXTRADING.com, you may at any time give FXTRADING.com notice of your request to have all or any of its Positions or Options Closed Out. Following receipt of such a notice

FXTRADING.com may at a time it chooses in its absolute discretion, enter into a matching and opposite Position or Option on your behalf. Without limiting its discretion FXTRADING.com acknowledges that this may occur as soon as practicable after the later of:

- (i) receipt from you of such notice; and
 - (ii) any time and date specified in such notice at which you request the Close Out to occur, FXTRADING.com will use its best endeavours to achieve such Close Out at the Market Rate for delivery on the later of the Value Date of the original Position and the Spot Date in respect of the matching Position.
- (b) The difference (if any) between the amount of the Bought Currency under the matching Position and the amount of the Sold Currency under the original Position or, in respect of an Option the difference between the Premium paid by you for the original or matching Option and the Premium received by you for the matching or original Option respectively, if positive, will be a "Realised Profit" and, if negative, will be a "Realised Loss".
- (c) The Closing Out of a Position or Option in accordance with this Schedule will constitute a complete discharge of all obligations of FXTRADING.com and you will give or take delivery of any currency under that Position or Option and has the effect of immediately cancelling the Position or Option so that the only obligations that continue in respect of the Position or Option are those provided for under this Schedule.
- (d) You acknowledge that if you give FXTRADING.com standing instructions to enter into a Position or Option when a particular price level is reached in the Foreign Exchange market the price at which the Position or Option is entered into might not be that exact price.

8. Settlement of Closed Out Positions and Option

- (a) When a Position or Option is Closed Out in accordance with this Schedule which:
- (i) results in a Realised Profit, FXTRADING.com will credit your Account the Realised Profit; or
 - (ii) results in a Realised Loss, you must pay to FXTRADING.com the Realised Loss in such currency as FXTRADING.com may require in cleared funds within 24 hours of being advised of the amount so payable.
- (b) If there is then sufficient Excess Variation Margin any amount owing by you under this Schedule may be settled in whole or in part by debiting your Account with FXTRADING.com.
- (c) If you have requested payment of any money owed to you under this Schedule, FXTRADING.com will (at its discretion) deduct that money from your Account and pay it to you by cheque or in such other manner as may be agreed between FXTRADING.com and you.
- (d) FXTRADING.com may set off any money owed to you under this Schedule against any money owed by you in respect of a Foreign Exchange Transaction. If such a set-off is made, references in this Schedule to Realised Profit and Realised Loss will be read as including the net amount of Realised Profit or Realised Loss (as the case may be) remaining after the set-off.

9. Revaluations

FXTRADING.com may at any time, by reference to the Market Rate, revalue all Positions and Options. Such revaluation will be effected in the following manner:

- (a) for the purpose of this Schedule:
 - (i) an Option created by the sale by you to FXTRADING.com of a Call Option ("Sold Option") will be treated as a Position under which the amount and denomination of the currency specified in the Call Option will be regarded as that amount of currency sold at the Strike Price of the Call Option;
 - (ii) an Option created by the sale by you to FXTRADING.com of a Put Option ("Sold Option") will be treated as a Position under which the amount and denomination of the currency specified in the Put Option will be regarded as that amount of currency bought at the Strike Price of the Put Option; and
 - (iii) any other Option will be referred to as a "Bought Option";
- (b) in order to carry out a revaluation under this Schedule, FXTRADING.com will ascertain:
 - (i) in relation to each Position or Sold Option, the amount of the Sold Currency which could be purchased with the amount of the Bought Currency at the prevailing Market Rate; or
 - (ii) in relation to each Bought Option, the rate at which FXTRADING.com would repurchase the Option;
- (c) if the amount calculated in accordance with sub-clause 9(b):
 - (i) is greater than the amount of the Sold Currency under the Position or Sold Option or greater than the original Premium paid for a Bought Option, then the difference will represent an Unrealised Profit; and
 - (ii) is less than the amount of the Sold Currency under the Position or Sold Option or less than the original Premium paid for a Bought Option, then the difference represents an Unrealised Loss; and
- (d) the sum of each Unrealised Profit will be the "Unrealised Profits" and the sum of each Unrealised Loss will be the "Unrealised Losses".

10. Foreign Exchange Physical Delivery Terms

- (a) These FX Physical Delivery Terms apply to Foreign Exchange Transactions for physical delivery (**FX Physical Delivery Transactions**) and must be read and construed together with the remainder of this Schedule.
- (b) Some terms are defined in these FX Physical Delivery Terms. Any term not defined in these FX Physical Delivery Terms has the same meaning as contained in this Schedule.
- (c) FXTRADING.com enters into an FX Physical Delivery Transaction as principal with you.
- (d) You must, at the time of placing an order with FXTRADING.com, specify that physical delivery of the Bought Currency is required. If FXTRADING.com agrees to settlement by physical delivery, the agreed Foreign Exchange Transaction will be an FX Physical Delivery Transaction on these FX Physical Delivery Terms. It is unnecessary to identify the Foreign Exchange Transaction for this purpose formally or precisely in any particular way.
- (e) The exchange rate and the time for physical delivery of the Bought Currency must be agreed between you and FXTRADING.com. The exchange rate and the time for physical

delivery of the Bought Currency described in this Schedule will be stated in a Confirmation sent to the Client.

- (f) A reference in these FX Physical Delivery Terms to physical delivery is a reference to settlement by payment of the required amount of Bought Currency into a bank account as agreed by you and FXTRADING.com. The bank account for settlement will be the nominated trust account of FXTRADING.com unless otherwise agreed by you and FXTRADING.com.
- (g) Unless otherwise advised by FXTRADING.com, you must make all of its payments (**Client Moneys Trust Account Moneys**) for FX Physical Delivery Transactions, including any payment for Margin, into the nominated trust account of FXTRADING.com.
- (h) Unless otherwise advised by FXTRADING.com, the payments to be made by you as described in clause 10(g) must be made on or before the Trade Date.
- (i) If FXTRADING.com does not require full payment on the Trade Date, FXTRADING.com may require one or more payments for Margin. The time and the amount of each Margin payment is at the discretion of FXTRADING.com provided the total of all required Margin payments does not exceed the amount of Sold Currency which was agreed to be paid for the Bought Currency. It is confirmed that the Client Moneys Trust Account Moneys paid by you as Margin are beneficially held for you and may be dealt with in the same manner as Client Moneys Trust Account Moneys which were payment in full for a FX Physical Delivery Transaction.
- (j) FXTRADING.com will not withdraw Client Moneys Trust Account Moneys unless one or more of the following applies:
 - (i) the withdrawal is to pay costs, fees or other charges in respect of the FX Physical Delivery Transaction;
 - (ii) it has complied with its obligation to ensure physical delivery of the Bought Currency; or
 - (iii) it has notified (orally or in writing) you of the intended withdrawal prior to doing so and it may only apply that withdrawal as payment by you to FXTRADING.com (wholly or partly) for the FX Physical Delivery Transaction and FXTRADING.com will only do that in order to satisfy (wholly or partly, as the case may be) its payment obligations under a Hedge Contract with the corresponding Hedge Counterparty.
- (k) Each FX Physical Delivery Transaction is subject to the condition subsequent of settlement actually occurring. Despite agreeing to a Foreign Exchange Transaction, FXTRADING.com will not be liable in any way if settlement does not occur (regardless of the reason) other than to pay you or as you direct the Sold Currency (without any adjustment for the failure to settle).

CONTRACTS FOR DIFFERENCE

1. Introduction

- 1.1 The following terms will apply to you, and you agree to be bound by them, each time you place an Order with FXTRADING.com to deal in a Contract for Difference (as defined in clause 2 of this Schedule).
- 1.2 In this Schedule a reference to FXTRADING.com is a reference to FXTRADING.com Pty Limited.
- 1.3 Clause 14 of the Terms applies to this Schedule.

2. Interpretation

In this clause, the following terms have the following meanings:

Adjustment Event means, any event in respect of which FXTRADING.com considers in its absolute discretion an adjustment to the terms of a CFD is appropriate including, for example:

- (a) if the Reference Asset is a share, debenture, unit or other security (or depositary receipt of any kind in respect of any of them) – a bonus issue for combination of rights issued, rights issue, stock split, share or other capital consolidation, security reclassification or sub-division return of capital, buy back, special dividend (however legal constituted), *in specie* distribution, takeover, scheme of arrangement or similar event or other corporate action event in respect of the security, whether or not the event triggers an adjustment to any Exchange traded derivative of it,
- (b) a distribution to existing holders of additional shares or other securities or other Financial Products granting them the right to receive dividends or other proceeds equally and proportionately with payments made to holders of the underlying securities; or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in money cash or money's worth) at less than the prevailing market price per share as determined by FXTRADING.com;
- (c) an event that has a dilutive or concentrative effect on the market value of the shares;
- (d) if the Reference Asset is an index, a substantial adjustment to the composition of the index outside its own terms allowing for adjustments or weightings; a failure to publish the index or a suspension or cancellation of the index; and
- (e) if the Reference Asset is a Derivative which is able to be traded on a Financial Market – any event in respect of which the operator of the Financial Market makes an adjustment to the terms of the Derivative.

CFD means a contract for one Contract for Difference.

CFD Transaction means a Transaction in respect of one or more CFDs.

Close of Business means the normal time of close of trading of the relevant Exchange.

Close Out, in relation to a CFD Transaction, means discharging or satisfying your obligations to FXTRADING.com under the CFD Transaction and this includes:

- (a) by delivering the amount or value of the Underlying Security (including a dollar multiple of an index) required in accordance with the terms of the CFD Transaction; or

- (b) as a result of the matching up of the CFD Transaction with a CFD Transaction of the same kind under which you have assumed an offsetting opposite position;
- (c) making adjustments for fees and charges.

Closing Date means the date on which the CFD Transaction is agreed to be Closed Out, or earlier, if actually or deemed to be Closed Out in accordance with the Terms or the Underlying Security expires according to its terms or the Rules governing its contract specifications.

Closing Price means the price of the CFD at the Closing Date.

Closing Value means the value determined by multiplying the number of CFDs by the value or level of the CFD's Underlying Security at the Closing Date.

Contract for Difference means a Financial Product, being a Derivative which derives its value from one or more Reference Assets and which FXTRADING.com has notified you constitutes a "Contract for Difference" for the purposes of this Schedule. Notification can be by way of PDS, email, posting to FXTRADING.com's website, the On-line Service, Account statement or in any other way.

Contract Value means the face value of the CFD, and is calculated by FXTRADING.com by multiplying the price (or, if an index, the level) of the relevant Underlying Security by the number of securities (or, if an index, multiplier) specified in the CFD.

Hedge Contract means a contract between FXTRADING.com and a Hedge Counterparty on the same, or substantially similar, terms as the CFD (including if one or more CFDs from you and other clients which in aggregate correspond with the Hedge Contract).

Hedge Counterparty means a Market Participant with whom FXTRADING.com enters into a Hedge Contract to hedge FXTRADING.com's exposure to a CFD. FXTRADING.com will from time to time on its website provide details of the Hedge Counterparty.

Reference Asset means an Underlying Security, as determined by FXTRADING.com and, in the case of a CFD Transaction, the Underlying Security specified in the Confirmation. The Reference Asset can refer to an index, in which cases, references in these terms will be applied with such changes as a necessary to reflect an index instead of a Financial Product.

Underlying Futures Contract means a Futures Contract which is the Underlying Security for a CFD.

3. Acknowledgements

In these terms you acknowledge the following in favour of FXTRADING.com:

- (a) CFD Transactions are cash settled with no physical exchange of the Underlying Security;
- (b) there is no definitive time to the life of a CFD, so such a contract will continue until the Closing Date (including when the Closing Date occurs by reason of the Underlying Security expiring).

4. Opening and closing CFD Transactions

- 4.1 All CFD Transactions are entered into between you and FXTRADING.com as principal. The acquisition of a CFD involves entering into, or opening, a CFD. The disposal of a CFD requires Closing Out an open CFD.
- 4.2 FXTRADING.com will from time to time state the prices or values at which it may enter into a CFD Transaction with you, either to open or to Close Out a CFD. If you wish to enter into a CFD Transaction you may submit an Order to FXTRADING.com (including by On-Line Service). FXTRADING.com is not bound to enter into any CFD Transaction with you and reserves the right to state another price or value at which it may deal with you.

- (a) You may request on any given Business Day FXTRADING.com to quote a price at which FXTRADING.com may be prepared to enter into a CFD. You agree to and acknowledge that a price quotation pursuant to this request does not constitute an offer to enter into a new or close an existing CFD.
 - (b) Upon receiving the quote from FXTRADING.com, you may offer to enter into a CFD with FXTRADING.com at the price quoted by FXTRADING.com.
 - (c) FXTRADING.com is not obliged to accept your offer to enter into a CFD and, without limitation, is not obliged to accept your offer to enter into a CFD:
 - (i) if you have exceeded or would exceed a pre-determined limit imposed on you under clause 4.2(g) below; or
 - (ii) until FXTRADING.com has received from you the Initial Margin required in the form of cleared funds to enter into the respective CFD.
 - (d) The Initial Margin required to enter into a CFD, if not already received from you, will be payable to FXTRADING.com upon acceptance by FXTRADING.com of your offer to enter into the CFD.
 - (e) If FXTRADING.com accepts your offer to enter into a CFD, FXTRADING.com will issue to you an electronic Confirmation of the CFD entered into shortly after it has been entered into. Failure by FXTRADING.com to issue a Confirmation will not prejudice or affect the relevant CFD. FXTRADING.com will not bear any liability whatever resulting from the failure to issue a Confirmation. FXTRADING.com will promptly advise you if FXTRADING.com decides not to accept your offer to enter into a CFD.
 - (f) You agree to examine the terms of each Confirmation immediately upon receipt and you agree that the contents of the Confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless within three (3) Business Days of issue of a written Confirmation you notify FXTRADING.com of any disputed detail in the Confirmation received by you. Upon receipt of written notice within the three (3) Business Day period of a disputed Transaction, FXTRADING.com will investigate the dispute and in co-operation with you must endeavour to resolve the dispute in good faith. Notwithstanding any such dispute, you must continue to satisfy your obligations to maintain Margin cover and to pay Margin calls made by FXTRADING.com in respect of the CFD as if the Confirmation was correct and the details contained in the Confirmation were not the subject of dispute.
 - (g) In its absolute discretion, FXTRADING.com reserves the right to limit the value of CFDs you may have outstanding under these terms. If you wish to enter into any further CFDs, you must seek and obtain approval from FXTRADING.com, beyond which you may not enter into any further CFDs whatever.
 - (h) FXTRADING.com may vary the limit imposed at any time in its absolute discretion.
- 4.3 If FXTRADING.com enters into a CFD Transaction with you for the acquisition of one or more CFDs:
- (a) FXTRADING.com will give you a Confirmation in respect of the CFD Transaction setting out, among other things, the number of CFDs acquired and the amount or amounts which you are required to pay, or are entitled to receive, in connection with the acquisition of the CFD; and
 - (b) you or FXTRADING.com (as applicable), must pay the relevant amount referred to in paragraph (a) by the time specified in the Confirmation.
- 4.4 If FXTRADING.com enters into a CFD Transaction with you for the disposal of one or more CFDs (by way of Closing Out that contract):

- (a) FXTRADING.com will give you a Confirmation in respect of the CFD Transaction setting out, among other things, the number of CFDs disposed of and the amount or amounts which you are required to pay, or are entitled to receive, in connection with the disposal of the CFD; and
 - (b) you or FXTRADING.com (as applicable) must pay the relevant amount referred to in paragraph (a) by the time specified in the Confirmation, subject to clause 15.3 of this Schedule.
- 4.5 Any CFD Transaction is subject to the condition subsequent that FXTRADING.com is able to acquire the relevant Reference Asset or Hedge Contract as contemplated by clause 15.1. If FXTRADING.com determines that it is not able to satisfy the relevant condition on terms acceptable to FXTRADING.com, FXTRADING.com may terminate the CFD, in which case neither you nor FXTRADING.com will have any liability in respect of that CFD except to the extent FXTRADING.com has a liability to you expressly stated in these terms or by Applicable Law¹⁴.
- 4.6 All communications, notices, offers, statements and Orders for CFDs must be made by an On-line Service unless FXTRADING.com expressly agrees that they may be made by telephone or otherwise.

5. Settlement of Difference

- (a) After Close of Business on each Business Day over the term of an open CFD, FXTRADING.com will determine at Close of Business the Contract Value of the CFD.
- (b) If the Contract Value determined by FXTRADING.com in accordance with clause 5(a) above is higher than the Contract Value determined by FXTRADING.com in respect of the previous Close of Business, then the Short Party must pay to the Long Party the difference.
- (c) If the Contract Value determined by FXTRADING.com in accordance with clause 5(a) above is lower than the Contract Value determined by FXTRADING.com in respect of the previous Close of Business, then the Long Party must pay to the Short Party the difference.
- (d) In order to determine in accordance with clause 5(b) or 5(c) the Contract Value at Close of Business on the Business Day on which the CFD is entered into, the Contract Value will be determined by FXTRADING.com using the Underlying Security Price at which FXTRADING.com and you agreed to enter into the CFD.
- (e) If FXTRADING.com determines that the Contract Value of a CFD at Close of Business cannot be determined in accordance with clause 5(a) above for any reason, the Contract Value at Close of Business will be the value determined by FXTRADING.com in its absolute discretion.
- (f) Without limiting clause 5(e), if at any time trading on an Exchange is suspended or halted in any Underlying Security, FXTRADING.com will, when determining the Contract Value, at its discretion consider (but is not limited to) the last traded price before the trading suspension or halt.

6. Dividend Payment and Receipt

- (a) If you are the Long Party to a CFD, and the issuer of the Reference Asset makes a cash distribution in respect of the Reference Asset (for example, a dividend in respect of a Reference Asset which is a security), FXTRADING.com will credit to your Account in respect of the CFD an equivalent amount (less any Taxes and costs) within a reasonable period following the date the cash distribution is paid in respect of the Reference Asset corresponding with your CFD being the amount that will be equal to the cash dividend payable to the holder of the Underlying Security multiplied by the quantity on the first Business Day following the ex-dividend date for the Underlying Security.

FXTRADING.com is not obliged to pay to you any amount under this clause (a) unless and until it receives that amount as the owner of the Reference Asset or an equivalent amount under the Hedge Contract acquired in respect of the CFD. Further, FXTRADING.com is not liable to pay to you any amount in excess of the amount (less any Taxes and costs) which FXTRADING.com itself receives either as the owner of the Reference Asset or pursuant to a Hedge Contract acquired in respect of the CFD.

- (b) If you are the Short Party to a CFD, FXTRADING.com will debit your (relevant) Account with an amount that will be equal to the cash dividend plus any imputation or franking credits payable to the holder of the Underlying Security multiplied by the quantity on the first Business Day following the *ex-dividend* date for the Underlying Security.

7. Closing out a CFD

- (a) At any time you may give FXTRADING.com notice of your intention to close any CFD (whether in whole or part) by specifying the Underlying Security and the quantity of CFDs that you wish to close.
- (b) Upon receipt of notice of intent to close a CFD, FXTRADING.com will use reasonable endeavours to provide a quote for the Closing Price and notify you of that quote (by telephone or otherwise). It is your obligation to notify FXTRADING.com as soon as possible as to whether you are willing to accept the Closing Price quote. If you accept the Closing Price quoted by FXTRADING.com, the CFD, or relevant portion of the CFD, will be closed on the Closing Date by issuing you with a CFD which is equal but opposite to the open CFD, or relevant portion of the CFD, to be closed.
- (c) If the Underlying Security for the CFD is on terms that provide for its redemption, exchange or termination and you do not give notice to FXTRADING.com of your intention to Close out the CFD or to roll it over on terms and by the time acceptable to FXTRADING.com (whether or not you have any prior notice of that), you will be deemed to have given notice to FXTRADING.com to Close Out that CFD at the Closing Price reasonably determined by FXTRADING.com. In this case, FXTRADING.com will Close Out the CFD as at the time determined by it.
- (d) At the Close of Business on the Closing Date, if there is a difference between the Closing Value and the Contract Value of the CFD (or portion of it closed under clause 7(b)) it must be accounted for in the following way:
 - (i) If the Closing Value is greater than the Contract Value, the Short Party must pay to the Long Party the difference; and
 - (ii) If the Closing Value is less than the Contract Value, the Long Party must pay to the Short Party the difference.
- (e) If the issuer whose security represents the Underlying Security on which all or part of a CFD is based becomes externally administered in accordance with the meaning in the Financial Products Law (or equivalent legislation), the CFD will be taken to have been Closed at that time. The Closing Price of the CFD will be determined by FXTRADING.com who may consider a number of factors it deems appropriate including, for example, the last traded price of the Underlying Security.
- (f) If the Underlying Security on which the CFD is based ceases to be listed for quotation on an Exchange, or is suspended from quotation for 5 consecutive Business Days, FXTRADING.com may, in its absolute discretion, without limiting clause 7(g) elect to terminate the relevant CFD. If FXTRADING.com elects to do so then:
 - (i) the Closing Date will be deemed to be the date which FXTRADING.com determines (**Early Closing Date**); and

- (ii) you will be treated as having given notice under clause 7(a) on the Early Closing Date.
- (g) If FXTRADING.com determines that the Closing Value of a CFD cannot be calculated on or with effect on the Closing Date for any reason, the Closing Value will be the value determined by FXTRADING.com in its absolute discretion.
- (h) Without limiting clause 7(g), if at any time trading in the Underlying Security on an Exchange is suspended or halted at any time, FXTRADING.com will, in its absolute discretion in determining the Closing Value of a CFD, have regard to (but is not limited by) the last traded price before the suspension or halt.
- (i) All calculations made by FXTRADING.com in accordance with these terms in the absence of any manifest error will be binding on you.

8. Settlement of Positions

- (a) Payments to be made to you with respect of any CFD must be made in accordance with this clause 8.
- (b) If a CFD is Closed Out in accordance with clause 7 above, or settlement for difference being made in accordance with clause 5 above:
 - (i) FXTRADING.com will credit to your (relevant) Account any amount payable by FXTRADING.com to you; or
 - (ii) subject to clause 8(c) below you must pay to FXTRADING.com any amount payable by you to FXTRADING.com in cleared funds in any such currency that FXTRADING.com may require immediately upon the payment request being made.
- (c) If there is any free equity in your Account, any amount owing by you in accordance with clause 8(b) above will be settled in whole or in part by debiting your Account with FXTRADING.com.
- (d) If you request payment of any money owed to you under this clause 8, FXTRADING.com will deduct the amount of the requested payment from your Account and pay you, electronically, by cheque or in any other manner as agreed. Money owed to you that has not been the subject of any payment request by you will remain in your Account.
- (e) FXTRADING.com may offset any money owed to you under these terms or any other agreement against any moneys owed by you under these terms or any other agreement.

9. Adjustment Events

- (a) If the Underlying Security on which a CFD is quoted is subject to an Adjustment Event or possible Adjustment Event, FXTRADING.com will determine the adjustment, if any, that will be made to the Contract Value of that Underlying Security, the related quantity (or both) that would have placed the parties in substantially the same economic position they would have been in had the event not occurred. FXTRADING.com will notify you as soon as practicable of the adjustment. In the absence of any manifest error any adjustment determined will be deemed to be conclusive and binding on you.
- (b) FXTRADING.com may give you an opportunity to elect to participate in an adjustment to the CFD which corresponds with the Adjustment Event, but FXTRADING.com is not obliged to give you that opportunity, or give reasonable notice of it or make its terms correspond exactly with the Adjustment Event, nor is FXTRADING.com obliged to accept in part or at all any election you make to participate. Any adjustment will take effect at the time determined by FXTRADING.com.

- (c) If the Underlying Security is subject to a take-over offer or similar event, FXTRADING.com may at any time prior to the closing date of the offer provide you notice of FXTRADING.com's intention to Close the CFD, in accordance with clause 7, with the Closing Price being the price notified to you by FXTRADING.com.
- (d) If at any time an Adjustment Event occurs and it is not reasonably practicable as determined by FXTRADING.com in its absolute discretion to make an adjustment in accordance with clause 9(a) above, then without limiting 9(a) above, FXTRADING.com may at any time after the Adjustment Event give you notice of FXTRADING.com's intention to Close Out the CFD. If this occurs you will be taken to have been provided with Closing Notice in accordance with clause 7 above, with the Closing Price being the price notified to you by FXTRADING.com.
- (e) References to "offer", "take-over" and "closing date" in this clause 9(a) above will have the same meaning given to them in the Financial Products Law 2001.

10. Interest on Open CFD positions

- (a) Finance Charges:
 - (i) when you are a Long Party under a CFD, FXTRADING.com charges you a Finance Charge by interest payments which accrue on a daily basis and are payable to FXTRADING.com daily by you; and
 - (ii) when you are a Short Party under a CFD, you may be entitled to receive interest payments (which is a credit of a Finance Charge in your favour) which will accrue on a daily basis and are payable to you by FXTRADING.com daily, from the date the CFD is entered into until the Closing Date.

at the interest rate and on the terms referred to in accordance with clause 10(e) below.

- (b) Each day FXTRADING.com will make interest payments by debiting or crediting your Account with the interest rate differential between the Finance Charges (being the amount of interest payable by you under the Finance Charges and the amount of interest payable by FXTRADING.com to you as a credit of Finance Charges). If you have insufficient free equity in your Account such that there is a net Finance Charge payable by you, under this clause you acknowledge that any such amount is a debt owed by you to FXTRADING.com.
- (c) When debiting or crediting amounts of interest to your Account, FXTRADING.com may charge or pay you interest at different rates and at rates that are different from the rates which FXTRADING.com is charged or is paid on equivalent borrowings from its bank or any other client or counterparty, including Prime Counterparties.
- (d) FXTRADING.com will retain the difference between the amount FXTRADING.com may charge or pay you and the amount FXTRADING.com may charge or paid on equivalent or similar borrowings with its bank or counterparty.
- (e) The interest rate applicable under this clause is the Base Rate. The basis for charging you the Finance Charge or crediting you the Finance Charge will be as notified to you from time to time, including by a PDS or to the extent permitted, by email to you or posting the information on FXTRADING.com's website or on the On-line Service which is accessible by you.

11. Margin Requirements

- (a) This clause 11 supplements clause 11 in the main terms of this document and only prevails over it to the extent of any inconsistency.

- (b) Prior to entering into a CFD with FXTRADING.com you acknowledge that FXTRADING.com requires you to pay cleared funds as an Initial Margin and to maintain the minimum total Margin determined by FXTRADING.com in its absolute discretion from time to time. The Margin cover requirements may be determined automatically by an On-line Service. The required Margin cover may change at any time, including outside of trading hours and without prior notice to you. The amount of Initial Margin required by FXTRADING.com and the time at which it is required will be at the absolute discretion of FXTRADING.com. FXTRADING.com is not obliged to permit any offset of any Initial Margin required by FXTRADING.com.
- (c) All of your payments for Margin (after withdrawal from any Client Money Trust Account) are received and held by FXTRADING.com absolutely for its benefit (and not on any deposit held on trust for you). At the time your payment is credited to the benefit of FXTRADING.com in cleared funds, FXTRADING.com will credit your Account with the payment of the Margin by applying it to the cash balance of the Account (or Trading Account which you nominate).
- (d) You have an absolute obligation to maintain the amount of Margin cover required by FXTRADING.com from time to time, even if FXTRADING.com also calls for more Initial Margin or Variation Margin. Your failure to maintain the required margin cover is automatically a Default.
- (e) The Initial Margin requirement applicable in respect of any CFD may be increased by FXTRADING.com in its absolute discretion in respect of the time for payment and the amount of it. In the event of such an increase FXTRADING.com may require that you pay FXTRADING.com additional cleared funds equal to such an increase.
- (f) Without affecting your obligation to maintain the required amount of Margin cover, at any time in the discretion of FXTRADING.com you may be required by FXTRADING.com to pay additional Margin (**Variation Margin**) by paying FXTRADING.com cleared funds equal to the amount FXTRADING.com may determine in its absolute discretion.
- (g) Without affecting your obligation to maintain the required amount of Margin cover, if FXTRADING.com requires additional funds from you to pay Variation Margin (sometimes referred to as "calling for more Margin") or making a Margin call you must pay the amount called by FXTRADING.com by the time required by FXTRADING.com, which could be immediately. If no time is specified, the time specified for payment of a Variation Margin is within 24 hours of the Margin call being made, whether or not you actually receive notice of the Margin call. Failure to pay a Variation Margin will result in you being taken to be in Default under these terms. FXTRADING.com may require payment within a shorter time period (for example, without limitation, when there is Unusual Volatility).
- (h) Your payment into a Client Money Trust Account will not satisfy your obligation to make payment to FXTRADING.com in cleared funds, even if FXTRADING.com temporarily waives reliance on this term. The payment obligation is not satisfied unless and cleared funds are received for the benefit of FXTRADING.com.
- (i) In all respects, time is of the essence for all of your payment obligations to FXTRADING.com.
- (j) If FXTRADING.com increases the required Margin cover or makes a call for more Margin, you acknowledge and agree that FXTRADING.com may refuse any request by you to enter into any further CFD positions until FXTRADING.com has confirmed the receipt of the payment for more Margin in the form of cleared funds.
- (k) Any net positive amount of Margin credited to your Account will not constitute a debt due by FXTRADING.com to you. Subject to you meeting all Margin cover requirements and all Margin calls, you are entitled to be paid by FXTRADING.com an amount equal to

the Withdrawable Funds and, on being paid, there will be a corresponding reduction in the balance of your Account.

- (l) You acknowledge that your liability with respect to maintaining Margin cover or to pay calls for more Margin (if any) is not limited to the amount you initially or later pay FXTRADING.com. You authorise FXTRADING.com to withdraw or otherwise apply funds or Financial Products held on your behalf by FXTRADING.com in any Account, or funds in any Client Moneys Trust Account, to satisfy partially or fully any liability you have to maintain Margin cover or to pay a Margin Call.
- (m) FXTRADING.com will have sole, absolute and unfettered discretion, as to the exercise of any power or right under this clause 11, including, without limitation, the calling of Margin.
- (n) Any power or right exercised by FXTRADING.com under this clause 11, including, without limitation, the calling of Margin, will be binding upon you.
- (o) Any reference to time under this clause 11 includes weekends and public holidays.

12. Actions Following a Default

- (a) Upon or after any Default occurs, FXTRADING.com, without prejudice to any other rights it may have under these terms, has the right and power in its sole absolute and unfettered discretion and without necessity to give prior or any notice to you to do any one or more of the following:
 - (i) in accordance with clause 16 terminate these terms;
 - (ii) Close Out all or any open CFD positions you may have as if you had given a Closing Notice to FXTRADING.com and had accepted the Closing Price determined by FXTRADING.com in accordance with clause 7;
 - (iii) in accordance with clause 12(d) treat all or any open CFD positions as having been terminated by you;
 - (iv) terminate any agreement or account whatever you have or may have with FXTRADING.com;
 - (v) in the event of there being insufficient funds in your Account to satisfy amounts owing to FXTRADING.com (including to maintain the Margin cover), FXTRADING.com may cancel any outstanding Orders in order to close your Account;
 - (vi) satisfy obligations that you have to FXTRADING.com out of any property belonging to you including, money or security in FXTRADING.com's custody or control including, without limitation, setting off obligations such that security transferred as collateral is not required to be returned but instead the value of them (as determined by FXTRADING.com) is applied in calculation of the set-off of obligations and to enforce any asset or security held by FXTRADING.com in such manner as it sees fit at your risk and expense;
 - (vii) transfer from your other accounts with FXTRADING.com, if any, such funds as may be required for that purpose to satisfy any obligation you may have to FXTRADING.com; and
 - (viii) exercise any power or right that FXTRADING.com may have in accordance with these terms or in law or equity or take any other form of action as the holder of a financial services licence may be required to take.

- (b) FXTRADING.com does not forgo any of the rights outlined in this clause 12 incurred as a result of a delay in the exercise of such rights. If FXTRADING.com does not exercise any of its rights, it reserves the right to do so at any time in the future.
- (c) If FXTRADING.com exercises its rights under clause 12(a)(ii) or 13 (or both), you authorise FXTRADING.com to Close Out the CFDs, at your risk and expense as if you had given notice on the date that FXTRADING.com exercises its right, in accordance with clause 7.
- (d) If FXTRADING.com treats a CFD as having been terminated by you and FXTRADING.com exercises its rights in accordance with clause 12(a)(iii), FXTRADING.com will calculate the amount owing by you or by FXTRADING.com as if you had been given a Closing Notice and you had accepted the Closing Price determined by FXTRADING.com in accordance with clause 7. FXTRADING.com may debit from your Account an amount equal to the amount which would have been payable by you to FXTRADING.com had the CFD been closed at the Closing Price. It is agreed that this amount represents a reasonable pre-estimate of the damages incurred by FXTRADING.com.
- (e) Any action taken by FXTRADING.com in accordance with this clause 12 does not limit any other provision of these terms and is without prejudice to any other rights which FXTRADING.com may have to any other remedy or damages.

13. Position Closures

If any amounts payable by you to FXTRADING.com in accordance with a CFD entered into under these terms exceed 50% of the Margin cover required with respect to that CFD, FXTRADING.com will Close Out the CFD in accordance as if that event were a Default. This closure will occur in accordance with clause 12(c).

14. Illegality

If any event occurs which has the effect of making or declaring it unlawful or impracticable for FXTRADING.com to offer or to maintain CFDs to you in accordance with the terms outlined in these terms, FXTRADING.com may immediately terminate these terms by providing you written notice of that. A termination of these terms will also result in the closure of all CFDs in accordance with clause 12(c) as if it were a Default. Any such termination will not relieve you of any obligations you may have to FXTRADING.com in accordance with these terms prior to its termination.

For this clause, events include any change in law, regulation, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent, and the introduction, implementation, operation or taking effect of, any law, regulation, treaty, order or official directive or ruling.

15. Hedge Counterparty arrangements

- 15.1 In respect of each CFD entered into between you and FXTRADING.com, FXTRADING.com will use its best endeavours either to acquire the relevant Reference Asset or enter into a Hedge Contract with a Hedge Counterparty on terms that FXTRADING.com determines reasonably corresponds with your CFD.
- 15.2 When you dispose of a CFD, FXTRADING.com will try to dispose of the relevant Reference Asset or Close Out a corresponding Hedge Contract with the Hedge Counterparty, whichever is applicable.

- 15.3 Subject to clause 14 of the Terms, FXTRADING.com is only liable to pay to you an amount under the terms of or in respect of a CFD to the extent that FXTRADING.com itself receives an equivalent amount under the terms of or in respect of the Reference Asset or the Hedge Contract acquired in respect of the CFD. To the extent that the Hedge Counterparty fails to meet some or all of its obligations to FXTRADING.com in respect of a corresponding Hedge Contract (including, for example, any obligation to make a payment or to return Margins paid by FXTRADING.com in respect of the Hedge Contract), you release FXTRADING.com from its corresponding obligations to you in respect of the CFD to the same extent.
- 15.4 You acknowledge that if you acquire a CFD, you have no right to, or interest in, the Reference Asset or any Hedge Contract except only to the extent provided by these terms.

16. Termination of a CFD Contract

- 16.1 You acknowledge that FXTRADING.com may terminate a CFD (apart from any other right to terminate) if:
- (a) the Reference Asset ceases to be able to be traded on a relevant market or is subject to a trading suspension or trading halt for a period of more than two (2) Business Days;
 - (b) an Adjustment Event occurs and FXTRADING.com determines that it is not reasonably practicable to make an adjustment to the terms of a CFD under this Schedule;
 - (c) the relevant Hedge Contract, or FXTRADING.com's rights under the relevant Hedge Contract or in respect of the relevant Reference Asset, are Closed Out, suspended or terminated by the Hedge Counterparty (which may occur automatically under the terms of any agreement between FXTRADING.com and the Hedge Counterparty); or
 - (d) FXTRADING.com considers, acting reasonably, that the Hedge Counterparty or issuer of the Reference Asset may not be able to meet its obligations to FXTRADING.com under the terms of the Hedge Contract or Reference Asset or other contracts between FXTRADING.com and the issuer of the Reference Asset or the Hedge Counterparty.
- 16.2 If FXTRADING.com terminates a CFD under clause 16.1 or otherwise, FXTRADING.com will determine a termination value, payable by FXTRADING.com to you or by you to FXTRADING.com, which FXTRADING.com considers appropriate, acting reasonably, and having regard to the circumstances of termination, the value (if any) of the Reference Asset and the position as between FXTRADING.com and the Hedge Counterparty in respect of the Hedge Contract. The termination will take effect at the time determined by FXTRADING.com.



PRODUCT DISCLOSURE STATEMENT

FXTRADING.COM PRODUCTS - PRODUCT DISCLOSURE STATEMENT

Gleneagle Securities Pty Limited trading as FXTRADING.com (FXTRADING.com)

Company Number 40256,

Authorised dealer in securities

Date: 10 February 2020

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1.1 This PDS

This Product Disclosure Statement (**PDS**) is dated 10 February 2020 and was prepared by Gleneagle Securities Pty Limited Company Number 40256, incorporated in Vanuatu and regulated by the Vanuatu Financial Services Commission (VFSC) as an authorised securities dealer, trading as FXTRADING.com (**FXTRADING.com**), as the issuer of the following over the counter (**OTC**) Products:

- spot foreign exchange currency pairs (Spot FX Product);
- spot metals (Spot Metals Product);
- Indices;
- Commodity Derivatives;
- Cryptocurrency OTC Contract; and
- Equity Contract For Difference (Equity CFD).

collectively referred to as **FXTRADING.com Products**.

All financial products issued by FXTRADING.com are over-the-counter-derivative financial products and are not exchange-traded financial products.

This PDS describes the key features of FXTRADING.com Products, their benefits, risks, the costs and fees of trading in FXTRADING.com Products and other related information. FXTRADING.com Products are sophisticated financial products so you should read this PDS and the Financial Product Service Terms in full before making any decision to invest in them.

In particular, please read the Key Information in Section 3 and the Significant Risks in Section 4.

This PDS is designed to help you decide whether the FXTRADING.com Products described in this PDS are appropriate for you. You may also use this PDS to compare this financial product with similar financial products offered by other issuers.

Some expressions used in this PDS have definitions given in the Glossary at the end of this PDS (see Section 7).

1.2 Your Liability

Your potential liability is not limited to the amount you pay or we keep in the FXTRADING.com Trust Account. We may ask you to pay amounts in excess of those amounts to cover any shortfall.

Your liability on FXTRADING.com Products can be unlimited.

You should carefully consider the risks of FXTRADING.com Products and your capacity to meet your liability before investing in FXTRADING.com Products.

1.3 FXTRADING.com does not give personal advice

FXTRADING.com will not give you personal financial advice. This PDS does not constitute a recommendation or opinion that FXTRADING.com Products are appropriate for you.

Potential investors should be experienced in OTC and derivative financial products and understand and accept the risks of investing in FXTRADING.com Products. The information in this PDS is general only and does not take

into account your personal objectives, financial situation and needs. This PDS does not constitute advice to you on whether FXTRADING.com Products are appropriate for you. This PDS describes the FXTRADING.com Products which are issued to you in accordance with the Financial Product Service Terms. You should read all of this PDS and the Financial Product Service Terms before making a decision to deal in financial products covered by this PDS. We recommend that you contact us if you have any questions arising from this PDS or the Financial Product Service Terms prior to entering into any Transactions with us. FXTRADING.com recommends that you obtain independent legal, financial and tax advice before trading.

1.4 Your Suitability to Trade FXTRADING.com Products

If we ask you for your personal information to assess your suitability to trade FXTRADING.com Products and we accept your application to trade FXTRADING.com Products, this is not personal advice or any other advice to you. You must not rely on our assessment of your suitability since it is based on the information you provide and the assessment is only for our purposes of deciding whether to open an Account for you and is separate from your decision to trade FXTRADING.com Products. You remain solely responsible for your own assessments of the features and risks and seeking your own advice on whether these FXTRADING.com Products or any particular OTC Products are suitable for you.

1.5 Currency of PDS

A copy of this PDS and the Financial Product Service Terms can be downloaded from the website or you can call FXTRADING.com to request that a paper copy of them be provided to you free of charge.

The information in this PDS is up to date at the time it was prepared but is subject to change at any time. Any updates will be posted on the FXTRADING.com website (www.FXTRADING.com). If the new information is information which is materially adverse to you, we will issue either a new PDS or a supplementary PDS containing the new information. If the new information is not materially adverse to you, you will be able to find updated information on the FXTRADING.com website (at www.FXTRADING.com) or by calling FXTRADING.com using the contact details given in this document. If you ask, FXTRADING.com will send you without charge a paper copy of the information.

1.6 Contact

FXTRADING.com can be contacted at:

Telephone: 1800 FXTRADING (+61 1800 398 723)

Email: service@FXTRADING.com

Website: www.FXTRADING.com

Section 2 – Features

Key Information

2.1 Key Features of FXTRADING.com Products

- FXTRADING.com Products are sophisticated, high-risk, over-the counter financial products issued by FXTRADING.com. They are not exchange-traded.
- Each FXTRADING.com Product which is agreed and entered into with you will be entered into by FXTRADING.com as principal. FXTRADING.com makes a market in its products since it regularly states the price at which it is prepared to deal with a client as principal.

- Unlike products traded on an Exchange, OTC products are not forced to have the same standardised contract specifications as the exchange traded products. The sizes of the FXTRADING.com Products are expressed in Lot Sizes, depending on the particular financial product traded.
- You (the **Client**) must fund your Account with FXTRADING.com before FXTRADING.com Products may be issued to you. You do this by paying at least the Initial Margin.
- You remain liable to pay later Margin amounts and to maintain the required amount of Margin. If you do not maintain the required Margin or you do not pay the required Margin call by the required time, your FXTRADING.com Products can be Closed Out and you remain liable to pay for any remaining shortfall.
- There is high degree of leverage in FXTRADING.com Products because you pay to FXTRADING.com only Margin, not the full face value. All payments to FXTRADING.com for FXTRADING.com Products are paid as Margin, therefore the more Margin you pay, the less leverage you have.

2.2 Key Benefits of FXTRADING.com Products

- Hedging:** FXTRADING.com Products can be used as important risk management tools. For example, OTC contracts for FX are used to hedge foreign exchange currency exposures, protect against adverse exchange rate movements and provide certainty of foreign exchange rates and cash flow.

Commodity Derivatives, Equity CFD and Metal Products can give some protection against movements in the market price of the underlying asset and provide increased cash flow certainty.

- Speculation:** FXTRADING.com Products can be used for speculation, with a view to profiting from fluctuations in the underlying market, e.g., exchange rate fluctuations for FX or the market price of the underlying asset for Commodity Derivatives, Equity CFD and Metal Products.
- Profit potential in both rising and falling markets:** Since the markets are constantly moving, there are almost always trading opportunities, whether a currency is strengthening or weakening in relation to another currency or the market price of the underlying asset is rising or falling. There is a potential for profit (and loss) in both rising and falling markets depending on the strategy you have employed. Strategies may be complex and each strategy will have different levels of risk associated with them.
- Tailored** – A major benefit of entering into FXTRADING.com Products is that the transaction is not forced to have the same standardised contract specifications as the exchange traded contracts. For example, FXTRADING.com allows you to enter into transactions in smaller amounts for example 0.01 of a Lot, whereas exchange-traded contracts are a standard size.
- Leverage:** The use of FXTRADING.com Products involves a high degree of leverage. These OTC products enable a Client to outlay a relatively small amount (in the form of Initial Margin) to secure an exposure to the full face value of the product. This leverage can work against you as well as for you. The use of leverage can lead to large losses as well as large gains.

2.3 Key Risks of FXTRADING.com Products

This is an outline of the key risks of investing in FXTRADING.com issued products. For a description of all of the significant risks, please see Section 4.

- **Leverage** – FXTRADING.com Products are highly leveraged. This is because the amount you pay (Margin) to FXTRADING.com is significantly less than the full face value. You should be prepared for the greater risks from this kind of leveraged investment, including being liable to pay FXTRADING.com more Margin and those Margin requirements changing rapidly in response to changes in the relevant underlying market.
- **Loss of your moneys** – Your potential losses on dealing in FXTRADING.com Products may exceed the amounts you pay (as Margin) for your FXTRADING.com Products, or amounts FXTRADING.com holds in FXTRADING.com's Trust Account.
- **Unlimited loss** – Your potential losses on FXTRADING.com Products may be unlimited.
- **Limited recourse** – FXTRADING.com limits its liability to you under the terms of the FXTRADING.com Products by the extent to which FXTRADING.com actually recovers against its Hedge Counterparty and allocates that to your FXTRADING.com Products. This key risk is linked to "counterparty risk". Both limited recourse risk and counterparty risk are further explained in Section 3 under "Your Counterparty Risk on FXTRADING.com".
- **Margining** – You are liable to pay Margin before FXTRADING.com Products are issued and you may be required to pay more Margin before FXTRADING.com Products are Closed Out. Margin requirements can change rapidly. If you do not meet Margin requirements, including at little or no notice, all or portion of your FXTRADING.com Products may be Closed Out without notice to you.
- **Foreign Exchange** – FXTRADING.com Products which are denominated in foreign currency can expose you to rapid, significant and large changes to the value of your Trading Account.
- **Counterparty risk** – you have the risk that FXTRADING.com will not meet its obligations to you under the FXTRADING.com Products. FXTRADING.com Products are not exchange-traded so you need to consider the credit and performance risk you have on FXTRADING.com and the limited recourse arrangements. This is further explained in Section 3 under "Your Counterparty Risk on FXTRADING.com".

2.4 Your suitability

Some key suitability considerations for you are:

- whether you have experience in trading in the financial products which relate to the FXTRADING.com Products you choose;
- whether you understand the terms of FXTRADING.com Products and how they work;
- whether you understand the concepts of leverage, margins and volatile markets and prices;
- whether you accept a high degree of risk in trading in FXTRADING.com Products;

- whether you understand that the nature of trading in OTC financial products such as FXTRADING.com Products do not provide investors with interests or rights in the underlying financial products which relate to the FXTRADING.com Products;
- whether you understand the processes and technologies used in trading FXTRADING.com Products;
- whether you can monitor your investments in FXTRADING.com and manage them in a volatile market;
- whether you can manage the risks of trading in FXTRADING.com Products;
- whether you have financial resources to provide more Margin, especially on little or no notice; and
- whether you can bear substantial losses that might arise from trading in FXTRADING.com Products, especially the potentially unlimited losses on dealing in short FXTRADING.com Products.

Our assessment of your suitability is based on your information and any other information we ask and you give us. Our policy includes assessing the information you give us by your online responses, the information you give us and any responses you give us by email, telephone or in meetings. We may keep the information which you give us to help monitor our policy and for the requirements of a principal's license authorised to carry on the business of dealing in securities.

As a result of our assessment we might limit some features for your Account.

Our assessment of your suitability to trade in FXTRADING.com Products and any limits we set for your Account (or later change to those limits) should not be taken as personal advice to you to trade in FXTRADING.com Products nor does it imply that we are responsible for any of your losses from trading in FXTRADING.com Products.

To the extent permitted by law, we do not accept liability for your choice to invest in any FXTRADING.com Products so you should read all of this PDS carefully, consider your own needs and objectives for investing in these FXTRADING.com Products and take independent advice as you see fit.

Even if we assess you as suitable to commence trading FXTRADING.com Products with us, we urge you to use our demonstration accounts for a while to ensure you are familiar with the terminology of FXTRADING.com Products and how they work.

2.5 Nature of FXTRADING.com Products

FXTRADING.com Products are sophisticated over-the-counter financial products that you buy from FXTRADING.com. The terms of any payment when it is Closed Out reflects the performance of an Underlying Security that you have chosen including, among others, foreign exchange, spot precious metals, commodities and Equities. The amount of profit or loss is determined by the difference between the price at which the FXTRADING.com Product is bought and the price at which it is Closed Out, adjusted to reflect interest payments (or swap, as it is commonly referred to) or any other charges where applicable (as described in Section 5). It is important to note that no physical delivery of either the FXTRADING.com Product or the Underlying Security takes place.

FXTRADING.com Products are tailored either by Lot sizes or units and do not have the same standardised contract

specifications as exchange traded contracts. The terms of FXTRADING.com Products are based on the Financial Product Service Terms with FXTRADING.com, which apply to your Trading Account(s) and you're FXTRADING.com Products.

All FXTRADING.com Products traded are subject to Margin requirements, which means you (the Client) are required to pay to FXTRADING.com at least the minimum required Margin.

Essentially, the amount of any realised profit or loss made on the FXTRADING.com Product will be equal to the net of:

- the difference between the Transaction Price of the FXTRADING.com Products when the Transaction is opened and the Transaction Price of the FXTRADING.com Products when the Transaction is Closed Out, multiplied by the units or Lots traded and the standard volume size per (1.00 Lot);
- for all FXTRADING.com Products any Finance Charge Adjustment / Finance Credit Adjustment on the position held overnight;
- any adjustments made in respect of the Equity CFD (e.g., for dividends);
- any Transaction Fees payable in respect of the FXTRADING.com Products and any other charges (for more information on Fees and Charges see Section 5 of this PDS).

Your Equity will also be affected by other amounts you must pay in respect of your Account such as Finance Charges on your Account and conversion costs (for more information on costs, fees and charges in respect of your Account, see Section 5 of this PDS).

2.6 Types of FXTRADING.com Products

2.6.1 Spot FX Product

A Spot FX Product is an OTC agreement to exchange an amount in one currency for an amount in another currency at an Exchange Rate agreed on the day of the trade. When you trade FX Products, you trade a combination of two currencies (known as a currency pair). An FX Product is opened by buying a FXTRADING.com Product which is based on either buying or selling the currency pair. The buying or selling is in reference to the buying or selling of the Base Currency (but remember no physical delivery ever takes place). For example if you were buying USDJPY, you would be buying USD by selling JPY, whereas if you were selling JPYUSD you would be selling JPY and buying USD.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit and varies depending on the FXTRADING.com Products traded on the Trading Platform, for instance the minimum Lot size traded on the MT4 Trading Platform Trading Account is 0.01 Lot (step 0.01 Lot(s)), with 1 Lot being equivalent to 100,000 units of Base Currency.

FX Products traded cannot be settled by the physical or deliverable settlement of the currencies on their Value Date; rather, these financial products can be rolled or swapped indefinitely until you decide to Close Out the Transaction i.e. FX Products do not have set expiry dates and will remain open until Closed Out. Refer to Section 3.17 under "Rolling over or swapping" for more details and for the relating fees and charges refer to the Section 5 "Finance Charge Adjustment/ Finance Credit Adjustment".

The swap or rollover rate that is applied will be tripled for positions held over the Wednesday to Thursday rollover period.

Example: Buying USD/JPY

Opening the position

You decide to go long on the US Dollar against the Japanese Yen, and ask for a quote for 5 lots, the equivalent of USD 500,000. We quote you 73.41/73.43 and you buy 5 lots at 73.43.

Finance Charge Adjustment

If the applicable Swap Rate is negative 0.03 points for 'long' positions and the Point Value for 1 Lot is \$13.09, then the Finance Charge Adjustment for a particular day would be \$1.96.

Closing the position

Later, the USD/JPY has risen to 76.87/76.89, and you take your profit by selling 5 lots at 76.87. Your gross profit on the trade is calculated as follows:

Closing transaction: USD500,000 (5 Lots) x 76.87
= ¥38,435,000

Opening transaction: USD500,000 (5 Lots) x 73.43
= ¥36,715,000

Gross profit on trade: ¥1,720,000 equivalent to \$22,375.44

Calculating the overall result

To calculate the overall or net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 20 days, incurring a total a Finance Charge Adjustment debit of \$39.20

Gross profit on trade: \$22,375.44

Finance Charge Adjustment: (\$ 39.20)

Net profit: \$22,336.24

Example: Selling AUD/USD

Opening the position

You decide to sell the Australian dollar against the US Dollar, and ask for a quote for 3 lots, the equivalent of AUD 300,000. We quote you 0.73005/0.73008 and you sell all 3 lots at 0.73005.

Finance Charge Adjustment

If the applicable Swap Rate is positive 0.05 points for 'short' positions and the Point Value for 1 lot is \$13.69, then the Finance Charge Adjustment part a particular day would be credit \$2.05.

Closing the position

Later, the AUDUSD position has risen to 0.73018/0.73021, and you close your trade by buying 3 lots at 0.73021. Your gross loss on the trade is calculated as follows:

Closing the transaction: AUD300,000 (3 lots) x 0.73021
= USD219,063

Opening the transaction: AUD300,000 (3 lots) x 0.73005
= USD219,015

Gross Loss on trade USD48 equivalent to \$65.73

Calculating the overall result

To calculate the overall net loss, you also have to take account of the Finance Credit Adjustment. In this example, you might have rolled the position for 3 days, providing a Finance Credit Adjustment of credit \$6.15.

Gross Loss on trade:	\$65.73
Finance Credit Adjustment:	(\$ 6.15)
Net Loss:	\$59.58

2.6.2 Spot Metal Product

A Spot Metal Product is an OTC agreement settled in cash by reference to buying or selling spot gold and silver at the Spot price agreed on the day traded against the US dollar.

A Metal Product is opened by either buying or selling by reference to the Spot metal traded against USD. For example if you were buying Gold spot, you would be buying gold by selling a reference amount of USD, whereas if you were selling Mini Silver spot, you would be selling silver by buying a reference amount of USD.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit and varies depending on the FXTRADING.com Products traded on the Trading Platform, for instance the minimum contract size traded on the Prime Meta Trader Trading Account is 0.01 Lot (step 0.01 Lot) with 1 Lot of Gold being equivalent to 100 ounces and 1 Lot of mini silver being equivalent to 500 ounces.

Spot Metal Products traded cannot be settled by the physical or deliverable settlement of the spot metals on their Value Date, rather these products can be rolled or swapped indefinitely until you decide to Close Out the Transaction i.e. Spot Metal Products do not have set expiry dates and will remain open until Closed Out. Refer to Section 3.17 under "Rolling over or swapping" for more details and for the relating fees and charges refer to the Section 5 under "Finance Charge Adjustment/ Finance Credit Adjustment".

The swap or rollover rate that is applied will be tripled for positions held over the Wednesday to Thursday rollover period.

Example: Buying spot gold:

This example assumes that:

- the Trading Account base currency selected is USD
- no brokerage, commission or Transaction Fee is charged
- the Standard Trading Account Leverage Rate is 1:100 for a Spot Metal Product i.e. Initial Margin is set at 1% of the Contract Value;
- 1 Lot of gold is equivalent to 100 ounces; and
- the price of the FXTRADING.com Spot Metal Product moves in line with the market price of the spot gold.

Opening the position

You consider that gold is undervalued and wish to speculate the price will go higher. You decide to buy gold, and ask for a quote for 1 lots, the equivalent of 100

ounces. We quote you \$1,724.65/1725.15 and you buy 1 lots at \$1725.15.

Initial Margin

The Initial Margin required to open your position is 1% x \$1,725.15 x 100 = \$1,725.15

Finance Charge Adjustment

While the position remains open, the daily swap is \$5.70.

Closing the position

Later, gold has risen to 1,750.00/1,750.05, and you take your profit by selling 1 Lot at 1,750. Your gross profit on the trade is calculated as follows:

Closing level:	\$1,750.00
Opening level:	\$1,725.15
Difference:	\$24.85

Gross profit on Transaction: \$24.85 x 100 = \$2,485

Calculating the overall result

To calculate the overall net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 10 days, incurring a total Finance Charge Adjustment of \$57:

Gross profit on trade:	\$2,485.00
Finance Charge Adjustment:	\$ 57.00)
Net profit:	\$2,428.00

Example: Selling spot silver:

This example assumes that:

- the Trading Account base currency selected is USD
- no brokerage, commission or Transaction Fee is charged
- the Standard Trading Account Leverage Rate is 1:100 for a Spot Metal Product i.e. Initial Margin is set at 1% of the Contract Value;
- 1 Lot of silver is equivalent to 5000 ounces; and
- the price of the FXTRADING.com Spot Metal Product moves in line with the market price of the spot silver.

Opening the position

You consider that silver is overvalued and wish to speculate the price will go lower. You decide to sell silver, and ask for a quote for 1 lot, the equivalent of 5000 ounces. We quote you \$14.441/1444 and you buy 1 lot at \$14.441.

Initial Margin

The Initial Margin required to open your position is 1% x \$14.441 x 5000 = \$722.05

Finance Charge Adjustment

While the position remains open, the daily swap is \$3.10.

Closing the position

Later, silver has decreased to \$14.214/\$14.218, and you take your profit by buying 1 Lot at \$14.218. Your gross profit on the trade is calculated as follows:

Closing level:	\$14.218
Opening level:	\$14.441
Difference:	\$0.223
Gross profit on Transaction:	$\$0.223 \times 5000 = \$1,115$

Calculating the overall result

To calculate the overall net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 5 days, incurring a total Finance Charge Adjustment of \$15.5:

Gross profit on trade:	\$1,115.00
Finance Charge Adjustment: (\$	15.50)
Net profit:	\$1,099.50

2.6.3 Indices / Index (cash)

Trading in respect of movements in indices allows you to gain indirect exposure to a large number of different shares in one single transaction. They can also be used to take positions on the direction of a whole market without taking a view on the prospects for any particular company's shares.

Indices derive their price from the real time fluctuations in the value of the index which makes up the Underlying Security for the FXTRADING.com Product, as calculated by the relevant Exchange or index sponsor, as the case may be for each particular index or, if that is not available, FXTRADING.com's determination of the index level.

Similar to Equity CFD, prices are normally only quoted for Indices and can only be traded during the open market hours of the relevant futures Exchange (or within any more limited hours set from time to time by FXTRADING.com

When trading on futures Exchange, it is important to remember that the current price of the underlying futures contracts will not normally be the same as the price of the underlying index.

Indices allow you to trade anticipated market trends rather than individual shares or other financial products. In addition, Margin requirements for Indices are typically lower than for Equity CFD.

Indices do not have set expiry dates and will remain open until Closed Out - refer to the Section 5 under "Finance Charge Adjustment / Finance Credit Adjustment" for the fees and charges relating to keeping the position open.

The swap or rollover rate that is applied will be tripled for positions held over the Friday to Saturday rollover period.

Example: Buying AUS200:

This example assumes that:

- the Trading Account base currency selected is AUD
- no brokerage, commission or Transaction Fee is charged
- the Standard Trading Account Leverage Rate is 1:100 for AUS200

Opening the position

You consider that AUS200 is going to rise over the medium term due to a positive economic outlook and wish to speculate the price will go higher. You decide to buy AUS200, and ask for a quote for 2 lot, the equivalent of 2 units. We quote you \$6100/6102 and you buy 2 lots at \$6102.

Initial Margin

The Initial Margin required to open your position is $1\% \times \$6102 \times 2 = \122.04

Finance Charge Adjustment

While the position remains open, the daily swap is \$2.20.

Closing the position

Later, AUS200 has increased to \$6210/\$6212, and you take your profit by selling 2 Lots at \$6210. Your gross profit on the trade is calculated as follows:

Closing level:	\$6,210
Opening level:	\$6,102
Difference:	\$ 108
Gross profit on Transaction:	$\$ 108 \times 2 = \216

Calculating the overall result

To calculate the overall net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 8 days, incurring a total Finance Charge Adjustment of \$17.6:

Gross profit on trade:	\$216.00
Finance Charge Adjustment: (\$	17.60)
Net profit:	\$198.40

Example: Selling AUS200:

This example assumes that:

- the Trading Account base currency selected is AUD
- no brokerage, commission or Transaction Fee is charged
- the Standard Trading Account Leverage Rate is 1:100 for AUS200

Opening the position

You consider that AUS200 is going to drop over the medium term due to rising interest rates and wish to speculate that this drop will occur. You decide to sell AUS200, and ask for a quote for 4 lots, the equivalent of 4 units. We quote you \$6100/6102 and you sell 4 lots at \$6100.

Initial Margin

The Initial Margin required to open your position is 1% x \$6100 x 4 = \$244

Finance Charge Adjustment

While the position remains open, the daily swap is \$2.20.

Closing the position

Later, AUS200 has increased to \$6210/\$6212, and you take cut your loss by buying 4 Lots at \$6212. Your gross profit on the trade is calculated as follows:

Closing level:	\$6,212
Opening level:	\$6,100
Difference:	\$ 112
Gross loss on Transaction:	\$ 112 x 4 = \$448

Calculating the overall result

To calculate the overall net loss, you also have to take account of the Finance Charge Adjustment. In this example, you might have rolled the position for 20 days, incurring a total Finance Charge Adjustment of \$44:

Gross loss on trade:	\$448
Finance Charge Adjustment:	\$44
Net loss:	\$492

2.6.4 Commodity Derivatives

Commodity Derivatives are an easy way to access indirectly commodities markets, such as oil. Commodity Derivatives give traders and investors indirect exposure to the underlying commodity without physical delivery, with the trading features of FXTRADING.com Products being a simple alternative to directly trading in the exchange traded Futures Contract for those commodities.

All Commodity Derivatives will be cash settled.

Instead of directly trading on the futures Exchanges – with sometimes prohibitive contract sizes and high collateral requirements – investors can access leveraged commodity trading with reduced initial investment through Commodity Derivatives.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit.

For instance, trading on MT4 Trading Platform, the Commodity Derivative minimum quantity of US Crude Oil is equivalent to 100 barrels of the underlying commodity, compared with the relevant Exchange's minimum Futures Contract trade size of 1 contract equivalent to 1,000 barrels of the underlying commodity, which means easier and more flexible trading.

Commodity Derivatives have set Expiry Dates, upon or after which the position will be Closed Out automatically.

Commodity Derivatives will not incur any overnight Financing Charge Adjustment. All costs for Commodity Derivatives are factored in to the pricing.

2.6.5 Cryptocurrency OTC Contracts

We offer the following major Cryptocurrency OTC Contracts being Bitcoin, Bitcoin Cash, Ethereum, Litecoin and Ripple.

Cryptocurrency OTC Contracts gives you indirect exposure to cryptocurrency markets whose prices are derived from cryptocurrency exchanges or the cryptocurrency Hedge Counterparties that we deal with. For an updated list of the Cryptocurrency OTC Contracts that are available, refer to the Online Platform.

All Cryptocurrency OTC Contracts will be cash settled.

A Cryptocurrency OTC Contract is opened by either buying or selling by reference to the USD. For example, if you were buying Bitcoin (BTCUSD), you would be buying Bitcoin by selling a reference amount of USD, whereas if you were selling Bitcoin, you would be buying Bitcoin by buying a reference amount of USD.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit, for instance the minimum contract size traded is 0.01 Lot (step 0.01 Lot) with 1 Lot of Bitcoin being equivalent to 1 Bitcoin contract and 1 Lot of Ripple being equivalent to 100 Ripple contracts.

Cryptocurrency OTC Contracts cannot be settled by the physical or deliverable settlement of the cryptocurrency on their Value Date. Rather these products can be rolled or swapped indefinitely until you decide to Close Out the Transaction. That is, Cryptocurrency OTC Contracts do not have set expiry dates and will remain open until Closed Out. Refer to Section under "Rolling over or swapping" for more details and for the relating fees and charges refer to the Section 5.

The swap or rollover rate that is applied will be tripled for positions held over the Thursday to Friday rollover period.

Example - Buying BTC/USD

This example assumes that:

- the Trading Account base currency selected is USD;
- no brokerage, commission or Transaction Fee is charged;
- Initial Margin is set at 100% of the Cryptocurrency Derivative; and
- 1 Lot is equivalent to 1 Cryptocurrency Derivative.

Opening the position

You decide to go long on BitCoin (BTC) against the US Dollar (USD) BTC/USD, and ask for a quote for 5 lots, the equivalent of 5 BitCoins. We quote you USD4,500/4,540 and you buy 5 lots at USD4,540.

Finance Charge Adjustment

Interest costs (imposed by way of the Finance Charge Adjustment) are calculated daily on positions held Overnight by applying the applicable interest rate (Finance Rate) to the Contract Value of the Cryptocurrency Derivative Positions. For example, if the applicable Finance Rate is negative 20% p.a. and the Contract Value of the Cryptocurrency Derivative Positions is USD22,700 being the Closing Price on a particular day for the 5 lots, then the Finance Charge Adjustment for a particular day would be USD \$12.43. Finance Charge Adjustments are calculated and reflected on your FXTRADING.com Account on a daily basis which is taking into account in your Equity amount.

Closing the position

Later, BTC/USD has risen to USD5,000/5,040 and you take your profit by selling 5 lots at USD5,000.

Your gross profit on the trade is calculated as follows:

Closing transaction: 5 Lots x USD5,000
= USD25,000

Opening transaction: 5 Lots x USD4,540
= USD22,700

Gross profit on Transaction: USD2,300 equivalent to \$1,667.50 using an AUD/USD exchange rate of 0.725.

Calculating the overall result

To calculate the overall net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have held the position for 20 days, charging a total Finance Charge Adjustment debit of USD \$248.60.

Gross profit on trade USD2,300.00
Finance Charge Adjustment: (USD \$248.60)
Net profit: USD \$2,051.14

Example - Selling ETH/USD

This example assumes that:

- the Trading Account base currency selected is USD;
- no brokerage, commission or Transaction Fee is charged;
- Initial Margin is set at 100% of the Cryptocurrency Derivative; and
- 1 Lot is equivalent to 1 Cryptocurrency Derivative.

Opening the position

You decide to go short on Ethereum (ETH) against the US Dollar (USD) due to the recent instability in the price of cryptocurrencies. You wish to open a position of 5 lots, the equivalent of 5 Ethereum. We quote you USD246.26/250.55 and you sell 5 lots at USD246.26

Finance Charge Adjustment

Interest costs (imposed by way of the Finance Charge Adjustment) are calculated daily on positions held Overnight by applying the applicable interest rate (Finance Rate) to the Contract Value of the Cryptocurrency Derivative Positions. For example, if the applicable Finance Rate is negative 20% p.a. and the Contract Value of the Cryptocurrency Derivative Positions is USD1,231.3 being the Closing Price on a particular day for the 5 lots, then the Finance Charge Adjustment for a particular day would be USD0.67. Finance Charge Adjustments are calculated and reflected on your FXTRADING.com Account on a daily basis which is taking into account in your Equity amount.

Closing the position

Later, ETG/USD has decreased to USD227.25/232.55 and you take your profit by buying 5 lots at USD232.55.

Your gross profit on the trade is calculated as follows:

Closing transaction: 5 Lots x USD232.55
= USD1,162.75

Opening transaction: 5 Lots x USD246.23
= USD1,231.15

Gross profit on Transaction: USD68.4 equivalent to \$94.34 using an AUD/USD exchange rate of 0.725.

Calculating the overall result

To calculate the overall net profit, you also have to take account of the Finance Charge Adjustment. In this example, you might have held the position for 20 days, charging a total Finance Charge Adjustment debit of USD \$13.40.

Gross profit on trade USD68.40
Finance Charge Adjustment: (USD13.40)
Net profit: USD \$55.00

2.6.6 Equity CFD

Equity CFD are OTC agreements which derive their price from the fluctuations of the spot price of the Underlying Reference Instrument on the relevant Exchange or market.

Prices are only quoted for Equity CFD and can only be traded during the open market hours of the relevant Exchange on which the Underlying Reference Instrument is traded or within any more limited hours set by FXTRADING.com from time to time.

FXTRADING.com might not quote for an Equity CFD for a particular Underlying Reference Instrument if that Underlying Reference Instrument is illiquid or is in suspension (for more information on potential external disruptions see Section 4 of this PDS). Furthermore, FXTRADING.com might not quote Equity CFD if the Equity CFD is over shares in a company which becomes externally administered. These features may occasionally raise significant risks to you so please see Section 4 of this PDS.

Equity CFD allow you to receive economic benefits similar to those from directly owning the Underlying Reference Instrument on which the Equity CFD is based without physically or legally owning it (for more information on benefits of trading in FXTRADING.com Products refer to Section 2 under "Key Benefits of FXTRADING.com Products" of this PDS).

For more information on which Equity CFD are offered, please download a demonstration trading platform located on the FXTRADING.com website www.FXTRADING.com or obtain the information on the website or contact

FXTRADING.com. The available Equity CFD may change at times due to market conditions, Exchange rules and any limits set by FXTRADING.com.

Equity CFD do not have set expiry dates and will remain open until Closed Out- refer to the Section 5 under " Finance Charge Adjustment / Finance Credit Adjustment" for the fees and charges relating to keeping the position open.

Example: Opening and closing a 'long' Equity CFD traded on IRESS Trading Platform

Opening the position

XYZ Limited shares are quoted at \$2.85/\$2.86 on the United States Exchange, and you believe that their price will rise. You decide to 'buy' 1,000 Equity CFD contracts at \$2.86, the offer price. While your XYZ Limited position remains open, your Trading Account is debited to reflect interest adjustments and credited to reflect any dividends. The Account Currency selected is United States dollars. Brokerage, commission or Transaction Fee is charged when the position is opened and closed at \$0.10 per 1 Equity CFD contract. The Initial Margin is set at 10% of the Equity CFD. The Finance Rate for an Equity CFD held Overnight for an USD Equity CFD is negative 5.61% for 'long' positions. The price of the Equity CFD moves in line with the market price of the shares quoted on the exchange.

Initial Margin

The Initial Margin required to open your position was $10\% \times \$2.86 \times 1,000 = \286 .

Closing the position

Some weeks later, XYZ Limited has risen to \$3.20/3.21 on the exchange and you decide to take your profit. You sell 1,000 Equity CFD Contracts at \$3.20, the bid price. Your profit on the Transaction is calculated as follows:

Closing level:	\$3.20
Opening level:	\$2.86
Difference:	\$0.34

Gross profit on Transaction: $\$0.34 \times 1000 = \340

Finance Charge Adjustment

Interest costs (imposed by way of the Finance Charge Adjustment) are calculated daily on positions held Overnight by applying the applicable interest rate (Finance Rate) to the Contract Value of the Equity CFD Positions, at the time the Equity CFD is established. For example, if the applicable Finance Rate is negative 5.61% p.a., then the Finance Charge Adjustment for a particular day would be \$0.44. Finance Charge Adjustments are calculated and reflected on your FXTRADING.com Account on a daily basis which is taking into account in your Equity or Account Value amount.

Transaction Fee

For Equity CFDs, a Transaction Fee is payable by way of the Transaction Fee on the opening and closing of the

Transaction. In the above example the Transaction Fee payable would be:

of Equity CFD contracts = $1,000 \times \$0.1 = \100.00

Calculating the overall result

To calculate the overall or net profit on your Equity CFD Transaction you have to take into account the Transaction Fees you have paid and the Finance Charge Adjustment and dividend adjustments that have been credited or debited. In the above example, you might have held the position for 21 days, at a total interest cost of \$9.24. During this time if XYZ Limited declared a cash dividend of 6 cents per equity your Trading Account would be posted with a credit for a dividend adjustment of \$60 ($1,000 \times \0.06). Here is a summary (this and later summaries exclude the effect of tax on your financial situation):

Gross profit on Transaction:	\$340.00
Total Transaction Fees:	(\$100.00)
Finance Charge Adjustment:	(\$ 9.24)
Dividend adjustment:	\$ 60.00
Net profit on Transaction:	\$ 290.76

Example: Opening and closing a 'short' or 'sold' Equity CFD Contract traded on IRESS Trading Platform

Opening the position

It is July and you think ABC Limited shares are about to fall. The share is quoted on the Australian Exchange at \$3.71/\$3.72. You sell 1,000 Equity CFD contracts at \$3.71, which is the bid price at the time. The Transaction Fee payable would be \$100.00 ($1,000 \times \0.10). Your Trading Account balance is currently \$5,000 before this Transaction takes place. The Account Currency selected is Australian dollars. Brokerage, commission or Transaction Fee is charged when the position is opened and closed at 0.10 % of the Contract Value. The Initial Margin is set at 10% of the Equity CFD. The Finance Rate for an Equity CFD held Overnight for an Australian Equity CFD is positive 2.25% for 'short' positions.

Initial Margin

The Initial Margin required to open your position was $10\% \times \$3.71 \times 1,000 = \371 .

Finance Charge Adjustment

Since you have taken a short position, in this example your Finance Rate is positive 2.25%, then the Finance Charge Adjustment for a particular day would be of \$0.23 is calculated and reflected as a credit on your Trading Account on a daily basis which is taking into account in your Equity or Account Value amount.

Dividend adjustment

At the end of August your position is still open at the time of the ABC Limited ex-dividend date. The amount of the declared cash dividend is 10 cents per share and this is debited from your Account. The adjustment is calculated as follows: $1,000 \times \$0.10 = \100 .

Closing the position

By early September, ABC Limited has risen to \$3.97/3.98 on the exchange and you decide to cut your loss and close the position. You buy 1,000 Equity CFD contracts at \$3.98, the ask price.

Your gross loss on the Transaction is calculated as follows:

Closing level:	\$3.98
Opening level:	\$3.71
Difference:	\$0.27
Gross loss on Transaction:	$\$0.27 \times 1,000$
	= \$270

Calculating the overall result

To calculate the overall or total loss on the Equity CFD Transaction you also have to take account the Transaction Fees you have paid and the Finance Charge Adjustments and dividend adjustments. In this example, you might have held the position for 65 days, charging a total Finance Charge Adjustment of \$14.87. Your Account has been debited for a dividend adjustment of \$100. The overall or total result of the Transaction is a loss, which is calculated as follows:

Gross loss on Transaction:	(\$270.00)
Total Transaction Fee:	(\$100.00)
Finance Charge adjustment:	\$ 14.87
Dividend adjustment:	(\$100.00)
Overall or total loss:	(\$455.13)

Section 3 – How to Trade

3.1 Your Account

You need to establish your Account by completing FXTRADING.com's Account application form, which will be made available for you by contacting FXTRADING.com directly or online via the website www.FXTRADING.com

Within your Account you may have one or more Trading Accounts. A Trading Account is a sub-account of your Account which is required to be established for a specific method of dealing, such as for dealings on an online trading platform or for dealings in a particular product.

By opening a Trading Account, you agree to the Financial Product Service Terms. Your Financial Product Service Terms set out the legal terms governing your Account and your dealing in FXTRADING.com Products.

3.2 Opening FXTRADING.com Products

The particular terms of each FXTRADING.com Product are agreed between you and FXTRADING.com before entering into the Transaction.

Before you enter into FXTRADING.com Products, FXTRADING.com will require you to have sufficient Equity (as defined in the Glossary in Section 7) to satisfy the Initial Margin requirement for the relevant Lots of FXTRADING.com Products you wish to acquire.

All of the payments which you make to FXTRADING.com are applied as Margin (and, if fees and charges are due, the actual Margin amount credited to your Trading Account will be an amount net of those fees and charges). The fees and charges for transacting FXTRADING.com Products with FXTRADING.com are set out in Section 5 of this PDS.

FXTRADING.com Products are opened with the specifications for either buying (going long) or selling (going short). You go "long" when you buy FXTRADING.com Products in the expectation that the price of the Underlying Security to which the FXTRADING.com Product is referable will increase, which would have the effect that the price of the FXTRADING.com Product would increase. You go "short" when you buy FXTRADING.com Products in the expectation that the price of the Underlying Security to which the FXTRADING.com Product is referable will decrease, which would have the effect that the FXTRADING.com Product will decline. You do not "sell short" the actual FXTRADING.com Product – it is the specifications of the FXTRADING.com Product that have the long or short trading conditions.

(References to "selling" FXTRADING.com Products are a short hand, common sense way of referring to buying FXTRADING.com Products opposite to the one you have in order to Close it Out.)

3.3 Closing Out FXTRADING.com Products

FXTRADING.com Products do not expire or have a fixed term of existence, so they must be Closed Out by you or rolled into the next contract month prior to expiry otherwise the contract will be Closed Out by FXTRADING.com.

FXTRADING.com Products cannot be settled by physical or deliverable settlement of the Underlying Security on the Value Date and will be continuously rolled or swapped until they are Closed Out.

If you wish to Close Out FXTRADING.com Products before it expires and for the Open Positions to be 'netted out', you must select the Open Order with the view to closing the existing FXTRADING.com Product position (or part of it) at the Transaction Price quoted.

If, instead, you trade an equal and opposite FXTRADING.com Product to the open FXTRADING.com Product, each position will generate a floating (unrealised) profit or loss and will not be 'netted out'. However you should be aware that by not netting out positions additional fees and charges will be incurred and increased Margin requirements since both positions would be treated as Open Positions.

Profits and/or losses are realised if positions have been Closed Out. Profits and/or losses are unrealised if only one side of the transaction has been completed i.e. it remains an Open Position.

The amount of any profit or loss you make on a FXTRADING.com Product will be based on the difference between the amount paid for the FXTRADING.com Product when it is issued (including fees and charges) and the amount credited to your Trading Account when the FXTRADING.com Product is Closed Out (including allowance for any fees and charges).

Any profit or loss net of any fees and charges will be credited/ debited to your Equity in the Account Currency selected - refer to Section 6 under "Account Currency".

At the time that the FXTRADING.com Product is Closed Out, FXTRADING.com will calculate the remaining payment rights and obligations. Since you are required to enter into FXTRADING.com Products to Close Out the existing OTC Product, there may be a Transaction Fee on the FXTRADING.com Product used to close the position – see Section 5 under "Costs, Fees and Charges".

In volatile markets the Transaction Price quoted to you may not be available by the time that you chose to accept the price offered and you may require another quote.

In order to provide the FXTRADING.com Products to you in an efficient and low-cost manner, FXTRADING.com has discretion in determining closing Transaction Prices.

In general, without limiting FXTRADING.com's discretion, it should be expected that FXTRADING.com will act reasonably and have regard to a range of relevant factors at the time, such as the value of the hedge contract taken by FXTRADING.com to hedge its FXTRADING.com Product issued to you, the closing price of the FXTRADING.com Product and any foreign currency exchange rates which are relevant due to the denomination of your FXTRADING.com Products or Trading Accounts. FXTRADING.com also has the right to decide to make an adjustment in any circumstance if FXTRADING.com considers an adjustment is appropriate. FXTRADING.com has a discretion to determine the extent of the adjustment so as to place the parties substantially in the same economic position they would have been in had the adjustment event not occurred.

FXTRADING.com may elect to Close Out a position (without prior notice to you) if an adjustment event occurs and it determines that it is not reasonably practicable to make an adjustment.

Although there are no specific limits on FXTRADING.com's discretions, FXTRADING.com must comply with its obligations with a principal's licensee authorised to carry on the business of dealing in securities, including to act efficiently, honestly and fairly.

3.4 Dealing

Quotes for Transaction Prices for dealing in FXTRADING.com Products are indicative only and so are subject to the actual price at the time of execution of your Transaction. There is no assurance that the FXTRADING.com Product will actually be dealt with at the

indicative quote. You have a risk in price movement until you make the trade.

Quotes are normally only given and transactions made on FXTRADING.com Products, excluding FX Products and Metals Products, during the open market hours of the relevant Exchange on which the Underlying Securities are trading. The trading hours of the relevant FXTRADING.com Product relating to the type of FXTRADING.com Trading Account are available on the FXTRADING.com website by selecting the relevant FXTRADING.com Trading Account and FXTRADING.com Product or by contacting FXTRADING.com.

Occasionally, FXTRADING.com may, within its discretion, impose limited trading hours.

FXTRADING.com may at any time in its discretion without prior notice impose limits on FXTRADING.com Products in respect of particular Underlying Securities. Ordinarily FXTRADING.com would only do this if the market for the particular Underlying Security has become illiquid or its trading status has been suspended or there is some significant disruption to the markets including trading facilities or the company has become externally administered.

You should be aware that the market prices and other market data which you view through FXTRADING.com's online trading platforms or other facilities which you arrange yourself may not be current or may not exactly correspond with the Transaction Prices for FXTRADING.com Products quoted or dealt by FXTRADING.com.

If you access your Accounts and any online trading platform outside of the hours when live Orders may be accepted on the relevant market, you should be aware that the Orders may not be accepted until the relevant market is open to trading, by which time the current prices might have changed significantly.

Trades cannot be executed below set minimum trade sizes expressed as a portion of a Lot or unit for example 0.01 Lot. The minimum trade size available for each FXTRADING.com Product traded on the Trading Platform is displayed when the Order is placed for the FXTRADING.com Product selected on the order ticket on the Trading Platform or the information is available on the FXTRADING.com website.

3.5 Spread

When requesting a price quote for FXTRADING.com Products you will notice that there is a Bid Price and an Ask Price (collectively 'the quotes') being a lower and higher price at which you can place your Order. The difference between the Bid Price and Ask Price is termed the Spread and it provides an indication of where you can buy FXTRADING.com Products at, being the higher price, and where you can "sell" FXTRADING.com Products at, being the lower price (see comment above, in Section 3 under "Opening FXTRADING.com Products", on what is meant by "selling").

FXTRADING.com may hedge its exposure to clients with FXTRADING.com Products at any time on or after the time it issues the FXTRADING.com Product and may later change that at any time by placing a corresponding hedge contract with its Hedge Counterparty. The Hedge Counterparty may hedge directly into the market or it may make a market itself in its hedge contract made with FXTRADING.com.

At any time, this Bid Price (sell price) represents the best current price at which you can sell FXTRADING.com Products and the "offer" or Ask Price (buy price) represents the best current price at which you can buy FXTRADING.com Products at that time in a Transaction with

FXTRADING.com, subject to price movements up to the time of actual execution.

The spread that you will be actually quoted is displayed on the order ticket when your Order is placed on your FXTRADING.com Trading Platform.

Generally the spread quoted for the FXTRADING.com Products on your FXTRADING.com Trading Platform are competitive, but you should be aware that FXTRADING.com is responsible for setting the spread quoted for opening and closing FXTRADING.com Products and **FXTRADING.com does not act as your agent to find you the best prices.**

In order for you to break even the price that you exit your trade would need to be at a level that covers the spread and any fees and charges.

3.6 Valuation

During the term of FXTRADING.com Products, FXTRADING.com will determine the value of your Trading Account(s), based on the current value of the FXTRADING.com Products in your Trading Account(s) defined as your Equity (see the Glossary in Section 7). The current value of your FXTRADING.com Product positions is ordinarily marked to market on a continuous basis, using the Current Market Price being the price available to FXTRADING.com from its Hedge Counterparty.

Your Equity is used to assess your Free Margin against current positions and any potential new positions you may wish to take. (For a further explanation refer to this Section 3 under "Payments and Client Moneys" subheading "How are Margin requirements and Free Margin calculated?")

3.7 Types of On-line Trading Platforms offered by FXTRADING.com.

The Trading platforms offered by FXTRADING.com are MT4 Trading Platform and IRESS Trading Platform.

The Spot FX Product, Spot Metals Product; Indices; Commodity Derivatives; Cryptocurrency OTC Contract are traded on MT4 Trading Platform.

The Equity CFD are traded on the IRESS Trading Platform.

FXTRADING.com Products may be hedged with one or more Hedge Counterparties (described in this Section 3 under "Your Counterparty Risk on FXTRADING.com" subheading "Hedge Counterparty risk").

You must carefully read and follow the operational rules for the Trading Platform. The Trading Platform may impose special operating rules regarding:

- paying Margin (such as when payment is posted as effective);
- how Margins are calculated or
- how Orders are managed.

We strongly recommend that prior to engaging in live trading you open a "demo" account and conduct simulated trading. This enables you to become familiar with the trading platform features and conditions.

There is also Online Help menu or user guide available on the Trading Platform which has a wealth of information relating to the operation of Trading Platform or you can contact FXTRADING.com using the contact details in Section 1 of this PDS

3.8 Pricing Model

You may only trade in and out of FXTRADING.com Products by using FXTRADING.com's prices. FXTRADING.com offers

prices based on a market making pricing model where the price available to FXTRADING.com is derived from its dealings with its Hedge Counterparties.

FXTRADING.com may hedge its exposure to clients with FXTRADING.com Products at any time on or after the time it issues the FXTRADING.com Products and may later change that at any time. FXTRADING.com hedges with its Hedge Counterparty (not by placing orders directly into the market). FXTRADING.com's Hedge Counterparty takes the other side of the transaction it makes with FXTRADING.com and it in turn may choose not to place its hedge contacts directly in the market or it might hedge directly into the market.

FXTRADING.com's Bid and Ask prices to you are based on the corresponding prices offered by the Hedge Counterparty to FXTRADING.com, which generally (but is not limited to) is derived from the underlying markets. Generally the prices of FXTRADING.com Products are set on the trading platform to give competitive pricing but you should be aware that FXTRADING.com is responsible for setting the prices of opening and closing FXTRADING.com Products and **FXTRADING.com** does not act as your agent to find you the best prices.

3.9 Confirmations of Transactions

If you transact in FXTRADING.com Products, the confirmation of that Transaction may be obtained by accessing the daily statement online on the MT4 Trading Platform or emailed to you, which you can print.

IRESS Trading Platform does have online reporting of Client statements and these statements would therefore not be referenced with the online trading platform where the trades had been executed and the statements would be emailed to you.

Once you have entered an Order, the FXTRADING.com Trading Platform will report the main features of your Transaction in a "pop-up" window. This is a preliminary notification for your convenience and is not designed to be a confirmation.

If you have provided FXTRADING.com with an e-mail or other electronic address, you consent to confirmations being sent electronically, including by way of the information posted to your Trading Account which is accessible on your Trading Platform. It is your obligation to review the confirmation immediately to ensure its accuracy and to report any discrepancies within 24 hours.

3.10 Equity CFD - Dividends

If you hold a long Equity CFD, you will be credited with an amount equal to the gross unfranked dividend on the relevant number of the Equity CFD's Underlying Reference Instruments on the Pay Date (Equity CFD do not confer rights to any dividend imputation credits).

Conversely, if you hold a short Equity CFD, your Trading Account will be debited an amount equal to the gross unfranked dividend on the Underlying Reference Instruments on the Pay Date.

3.11 Equity CFD - Corporate Actions

If there is a corporate action by the company which issues the Equity CFD's Underlying Reference Instrument to which the Equity CFD relates, FXTRADING.com may in its discretion make an adjustment to the terms of the Equity CFD in accordance with the terms of the Trading Account. For example, an adjustment will ordinarily be made for: subdivisions; consolidations; reclassifications of shares; bonus issues; other issues of shares for no consideration;

rights issues; buy backs; in specie distributions; takeovers, schemes of arrangement or similar corporate actions; a corporate action event that has a dilutive or concentrative effect on the market value of the shares. You may not direct FXTRADING.com how to act on a corporate action or other shareholder benefit.

FXTRADING.com has a discretion to determine the extent of the adjustment and aims to place the parties substantially in the same economic position they would have been in had the adjustment event not occurred.

FXTRADING.com may elect to close a position (without prior notice to you) if an adjustment event occurs and it determines that it is not reasonably practicable to make an adjustment. FXTRADING.com may also elect to close an Equity CFD if the Equity CFD's Underlying Reference Instruments are the subject of a take-over offer, scheme of arrangement or other mechanism for change in control, prior to the closing date of the offer.

Equity CFD do not entitle you to direct FXTRADING.com on how to exercise any voting rights in connection with the Equity CFD's Underlying Reference Instrument such as shares.

Clients should be aware that some Exchanges purge orders in securities that undergo corporate actions.

3.12 Equity CFD - No shareholder benefits

As a holder of an Equity CFD, if the Equity CFD relates to a security over listed equities, you do not have rights to vote, receive franking credits, attend meetings or receive the issuer's reports, nor can you direct FXTRADING.com to act on those rights. Other benefits such as participation in shareholder purchase plans or discounts are unavailable.

3.13 Payments and Client Moneys

Here is a simplified summary of payments when you invest in FXTRADING.com Products. A detailed explanation follows some of the scenarios further below, so please use this simplified summary as an introductory overview before reading the greater detail which follows later in this Section.

A. Establishing FXTRADING.com Products Position

(i) Payment of your moneys into the FXTRADING.com Trust Account

Moneys paid by you to FXTRADING.com for FXTRADING.com Products are initially deposited into a trust account maintained by FXTRADING.com which is referred to in this PDS as the "**FXTRADING.com Trust Account**".

Paying your moneys into the FXTRADING.com Trust Account **is not payment to FXTRADING.com** for your positions. Put another way, you do not satisfy your payment obligations to FXTRADING.com merely by having your moneys in the FXTRADING.com Trust Account.

For so long as your moneys remain in the FXTRADING.com Trust Account, they are held in trust for you and, pursuant to the Financial Product Service Terms, cannot be counted as payment for or credit for your Account (unless FXTRADING.com chooses to waive this) prior to withdrawing the funds from the FXTRADING.com Trust Account.

FXTRADING.com may choose to credit your Trading Account with your payment FXTRADING.com Trust Account. This may be done as an advantage to Clients to facilitate dealing in FXTRADING.com Products having regard to available banking payment procedures, but if that is done by FXTRADING.com it should not be expected or be relied upon as always going to be done by FXTRADING.com.

(ii) FXTRADING.com Trust Account

The moneys paid by you into the FXTRADING.com Trust Account are held in trust for you and are segregated from FXTRADING.com's own funds.

You should be aware that, generally, for trust accounts such as the FXTRADING.com Trust Account:

- **Individual Clients do not have separate or segregated accounts.**
- **All Clients' moneys are combined into one account.**

(iii) Withdrawal from FXTRADING.com Trust Account

Moneys are withdrawn from the FXTRADING.com Trust Account either to pay FXTRADING.com or to pay you.

You make your deposit by using the unique client reference number we give to you for your Trading Account.

If you do not use the client reference number when making your deposit, FXTRADING.com may ask you to confirm your direction before we can credit your Account to enable you to enter into a Transaction.

You are free to decide that it is more prudent for you to pay more than the required minimum Margin in respect of FXTRADING.com Products to reduce your risks from leveraging or to avoid any future time limits for meeting later Margin requirements that you cannot meet. Also, you need to pay FXTRADING.com before you trade (holding moneys in FXTRADING.com Trust Account is not payment to FXTRADING.com).

B. Margin Call payments

Here are the key features of Margining which are explained further in this Section:

- Margin is your payment to FXTRADING.com for the FXTRADING.com Product to be issued to you. The amount of Margin you pay (after it is withdrawn from the FXTRADING.com Trust Account) is credited to your Trading Account.
- When you have Open Positions, you are also liable to meet all calls for Margin.

Margin Call obligation

- You are **also liable to meet all calls for Margin** for your Trading Account.
- There is **no limit as to when** you need to meet Margin calls, **how often** you may be called or the **amount of the Margin calls**.
- The **timing and amount of each Margin call for your Trading Account** will depend on movements in the market price of the Open Positions and the changes to the Equity.
- You have an obligation to meet the Margin call **even if FXTRADING.com cannot successfully contact you**.
- You have a risk of all of your **FXTRADING.com Products being Closed Out** if you do not meet the requirement to meet a Margin call.
- This obligation (to meet Margin calls) is **in addition to your obligation to maintain positive Free Margin** for your Trading Account.

Maintaining minimum Margin obligation

- Apart from your Margin call obligations, it is **your obligation to monitor** the minimum amount of Margin required for your Account.
- It is **your obligation to maintain the minimum required Margin** at all times for so long as you have an Open Position in a FXTRADING.com Product, which means you must ensure that the Free Margin amount is positive at all times.
- **FXTRADING.com is not obliged to notify** (outside of Trading Platform) you about the amount of your Free Margin, though we may do so by email, telephone call or otherwise, as a courtesy.
- You have a risk of your **FXTRADING.com Products being Closed Out** if you do not have in your Account sufficient Margin credited to it, regardless of whether you have checked your Account's requirement for minimum Margin or whether you have tried to make a payment but it has not been credited to your Account.

Margin policy

FXTRADING.com applies the following main Margin principles:

- Each Client is required to pay a minimum required amount of Margin before issuance of FXTRADING.com Products.

The minimum amount is determined by FXTRADING.com based on a number of factors, including the market price of the underlying market, the Margin required to hedge the underlying market, the margin which FXTRADING.com is required to pay its Hedge Counterparty, FXTRADING.com's risk assessment of the Client, and any unrealised loss on your Trading Account at any point in time.

- Each Client is required to pay Margin before issuance of the FXTRADING.com Products in order to minimise credit risk to FXTRADING.com and that therefore benefits all Clients.
- Each Client is required to pay the minimum required Margin even if FXTRADING.com pays less (or nothing) to its Hedge Counterparty. This is to minimise the risk of any one Client materially benefiting from other Clients.
- Each Client's Account is promptly adjusted for Margin requirements according to market movement so that no Client is intentionally materially benefited from other Clients' trading. This could occur if, for example, the Client's Margin requirements are not adjusted in line with market changes or the credit risk on the Client.
- Each Client is required to pay Margin calls promptly and that is managed within the requirements of the Margin policy, so that no Client receives any material benefit or waiver which imprudently jeopardises FXTRADING.com and therefore increases the risks of other Clients to FXTRADING.com.

Paying Margin

As explained earlier in this PDS, you must pay the Initial Margin before the FXTRADING.com Product is issued to you. You must then maintain the minimum amount of Margin required by us. Separately, you must pay any further Margin when we require.

To pay Margin you must first deposit the funds into the FXTRADING.com Trust Account.

Leverage Rates

The full list of Leverage Rates for the Trading Platform applicable to the various FXTRADING.com Products is available on the Trading Platform or by contacting FXTRADING.com.

The Leverage Rates for the FXTRADING.com Products traded on MT4 Trading Platform is set at the default being 1:100. This can also be expressed as percentage being 1%. Clients can request to have the Leverage Rates increased up to 1:500 which needs to be approved by FXTRADING.com depending on the Client's suitability considerations.

Trading on IRESS Trading Platform

The Leverage Rates for the FXTRADING.com Products traded on IRESS Trading Platform varies and is disclosed on your IRESS Trading Platform under the margin table.

How are Margin requirements and Free Margin calculated?

FXTRADING.com sets as detailed above the Leverage Rates used to calculate the amount of the Initial Margin requirements and, at any later time, may require more Margin to maintain the required amount of Free Margin.

The Initial Margin requirements will be set by FXTRADING.com and calculated by applying the Leverage Rates expressed as a percentage of the Contract Value of the relevant FXTRADING.com Product at the time the FXTRADING.com Product is established or a fixed dollar amount.

The Margin requirements if expressed as a percentage may be adjusted based on the Contract Value of the relevant FXTRADING.com Product at the Current Market Price.

Ordinarily the Initial Margin requirements are calculated to cover the maximum expected movement in the market at any time but the Margin requirement will change when the market changes and so might not be sufficient in all circumstances. Owing to the volatility of the market, the amount of minimum Free Margin required to maintain your Open Positions may change after a position has been opened. You need to ensure the Free Margin is positive at all times.

Therefore you should be aware that you can reach the stage of not having enough Equity (because the FXTRADING.com Products being marked to market) to the extent that your Account's Free Margin is or becomes negative. In this case you have not satisfied your obligation to maintain the minimum Margin requirements. The change in valuation of your FXTRADING.com Products by marking to market is automatic so your Free Margin can become negative quickly, reflecting the rapid changes in the market values.

In order to return your Free Margin to positive, i.e., to satisfy the minimum Margin requirements, you may:

- Close Out existing positions to reduce your Margin requirements; or
- pay additional funds as Margin for your Account; or
- a combination of the above.

If these actions taken are not sufficient to return your Free Margin to positive then you risk all or some of your positions being automatically Closed Out.

Under the Financial Product Service Terms, your obligation to pay Margin arises from the time you have an Open Position. If the market moves so the Free Margin is

negative, or FXTRADING.com increases the initial Margin requirement, you immediately owe the required Margin, regardless of if or when we contact you to pay more Margin.

Your obligation to maintain the minimum required Margin i.e. ensuring the Free Margin amount is positive remains at all times, whether or not we contact you and whether or not you log into your Account.

You will be required to provide the required Margin whether or not you receive a Margin call. In other words, you are responsible for monitoring your positions and providing the required level of Margin. You might receive notice about Margin requirements by email, SMS message or, when you access your Trading Account online, by pop-up messages on your screen, but you need to provide the Margin whether or not you receive notice.

The value of your FXTRADING.com Product positions is ordinarily marked to market on a continuous basis, which automatically leads to corresponding changes in Free Margin requirements for your Account. (Note, of course, that if the underlying market is not trading then the value might not change until the market re-opens and there might be a gap in prices/values at the time of re-opening.)

Here is an example of calculating Free Margin: You deposit \$8,000 and you pay FXTRADING.com in order for your Trading Account to be credited with \$8,000. You enter into FXTRADING.com Products and FXTRADING.com requires you to deposit Initial Margin of \$7,000. A short time later, there are fluctuations in the market and your unrealised loss on your Account is \$2,000. As a result, your Free Margin is negative \$1,000. In this case, you will need to make a Margin payment to FXTRADING.com for \$1,000 (or adjust your open positions).

Margin calls

Apart from your obligation to maintain the required amount of Margin, you are also obliged to meet Margin calls by paying the required amount by the time stipulated in the Margin call.

- If no time is stipulated, payment is required within 24 hours of the Margin call being made. Sometimes, however (such as in unusually volatile market conditions or rapidly falling market prices), little or no time may be stipulated for paying a Margin call (that is, immediate payment is required) or more than one Margin call may be made on the one day including at weekends or outside of local business hours.
- If you do not answer the telephone on the number you give us, or you do not read the emailed Margin call which was sent to the email address you gave us, you remain liable to meet the Margin call. That is why you need to be contactable 24 hours a day, 7 days a week.

Your Margin defaults

If you do not ensure that you maintain the required level of Margin or meet your obligation to pay Margin calls (even those requiring immediate payment), all of your positions may be Closed Out and the resulting realised loss deducted from any proceeds. Any losses resulting from Closing Out your Open Positions will be debited to your Trading Account(s) and you may be required to provide additional funds to FXTRADING.com to cover any shortfall. If you are trading through an online trading platform, you must read the rules of the platform particularly carefully. If you do not comply with your obligations, all of your Open Positions can be Closed Out automatically.

It is your responsibility to pay your Margin and meet Margin call payments on time and in cleared funds, so please keep in mind the possibility of delays in the banking and payments systems. If your payment is not credited by FXTRADING.com by the time you are required to have the necessary Margin or meet the Margin call, you could lose some or all of your positions. FXTRADING.com may but need not give you any grace period. You should maintain a prudent level of Margin and make payments in sufficient time to be credited to your Account. Please see "Margin risks" in Section 4.

Accounts can be funded by electronic funds transfer from your account or from your credit/debit card.

C. Free Margin

If you (as our Client) have excess Margin, i.e., the Free Margin amount is positive and you request payment of an amount not exceeding the Balance on your Trading Account.

3.14 FXTRADING.com Product Order Types

Different types of Orders are available on the different Trading Platforms. You will be able to find out information about Orders that apply on the Trading Platform when you log in. This information is also available in the "Help" section of the Trading Platform. The following are examples of Order types that may be available to you. If you have any questions, please contact FXTRADING.com.

Important notice about this Section

When you submit a request to place one of the types of Orders described in this Section, FXTRADING.com has discretion as to whether or not to accept and execute any such Order. We will, at our discretion, accept or reject placement of any Orders.

Limit Order

Limit Orders are commonly used to enter and exit a market at predefined levels. The Trading Platform does not allow you to place limit orders at a specified price within a certain number of points of the current price. The limit levels for each FXTRADING.com Product is displayed on the FXTRADING.com website.

- Limit Orders to buy are placed below the current price and are executed when the "ask" price hits or breaches the price level specified. If placed above the current price, the order is filled instantly at the best available price below or at the limit price.
- Limit Orders to sell are placed above the current price and are executed when the Bid price breaches the price level specified. If placed below the current price, the order is filled instantly at the best available price above or at the limit price.

When a limit Order is triggered, it is filled as soon as possible at the price obtainable on the market. Note that the price at which your Order is filled may differ from the price you set for the Order if the opening price of the market is better than your limit price. In the case of FXTRADING.com Products, the Order will be filled if possible, and any remaining volume will remain in the market as a limit Order.

Market Order

A market order is an Order to buy or sell at the current price as soon as possible i.e., if the market is closed, the Order may not be entered into the market until the market opens.

Stop-loss Order

FXTRADING.com may, in its discretion, accept an Order from you to enter or exit FXTRADING.com Products if the price moves to or beyond a level specified by you. This is known as a "stop-loss Order". The Trading Platform may not allow you to place Stop-loss Orders at a specified price within a certain number of points of the current price.

You would generally choose to place a Stop-loss Order to provide some risk protection or to enter a moving market. Stop-loss Orders are commonly used to exit positions and to protect investments in the event that the market moves against an Open Position.

For example, if your Open Position moves towards making a loss based on a level chosen by you, the Stop-loss Order would be triggered in order to try to close your Open Position or to open a position, depending on the Transaction you have.

- Stop-loss Orders to sell are placed below the current market level and your Stop-loss Order would be executed i.e., triggered if the market trades against you to a point that is beyond the stop-loss level specified by you (and accepted by us).
- Conversely, Stop-loss Orders to buy are placed above the current market level and your Stop-loss Order would be executed i.e., triggered, if the market trades against you to a point that is beyond the stop-loss level specified by you (and accepted by us).

Note that Stop-loss Orders may not be executed at all and the execution of the Stop-loss Order is subject to market volatility and slippage.

All Stop-loss Orders are subject to agreement by us, so you cannot be assured that you will always be able to have a Stop-loss Order. While FXTRADING.com has absolute discretion whether to accept a Stop-loss Order, it will generally try to do so, subject to market conditions and the reasonableness of your Stop-loss Order. Your Stop-loss Order may be unreasonable if, for example, the level you have specified is beyond the level allowed for Orders for the underlying currency and metals market.

Even if we accept your Stop-loss Order, market conditions may move against you in a way that prevents execution of your Stop-loss Order. For example, in volatile markets, our quoted prices might gap though your Stop-loss Order level, so that the closing level of quotes may be beyond the exact level specified by you. A gap in market prices reflects the market for the currencies and metals market, so can occur for any reason, without any apparent reason or at any time. Additionally, it may be that not all of the Stop-loss Order can be fulfilled because the underlying market does not have enough buyers and sellers in the volume of the underlying currencies or metals market to allow FXTRADING.com to hedge its transactions which it makes in order to completely fulfil your Stop-loss Order. If the opening price of the underlying currencies and metals market is beyond the level of your Stop-loss Order, your Order will be filled at the opening level, not at your Stop-loss Order level.

Trailing Stop Order

A sell trailing stop Order sets the stop price below the market price with an attached trailing amount. As the market price rises, the stop price rises by the trail amount, but if the stock price falls, the stop-loss price does not change, and a market order is submitted when the stop price is hit. This technique is designed to allow an investor to specify a limit on the maximum possible loss, without setting a limit on the maximum possible gain. "Buy" trailing

stop Orders are the mirror image of sell trailing stop Orders, and are most appropriate for use in falling markets.

When setting the stop price you should be careful not to set it too close to the current market price being the price available to FXTRADING.com from being its only Hedge Counterparty, especially in a volatile market, since the stop price might be hit before the price starts to go up/down as you expect. On the other hand you should carefully consider how much you can afford to lose, if your prediction does not hold.

In any case, the Stop-loss Order of any kind is not a guarantee that it will actually be made. This is the case with any Order you place (and which is accepted by FXTRADING.com) as long as it is made in accordance with the Financial Product Service Terms.

3.15 Risk Limits

FXTRADING.com seeks to have the discretion and automatically closing positions at the current market value being the value available to FXTRADING.com from Hedge Counterparty, this is also sometimes referred to as the stop out level and the stop out level depends on the Trading Platform. This is an internal process only and not a contractual term or assurance to you that any internal risk limit will avoid or minimise your losses on your Account. You should not rely on this as a loss limiting tool for your Account.

FXTRADING.com may, in its discretion, choose to impose a lower stop out level from time to time and later to vary that stop out level. This is an internal risk management decision of FXTRADING.com.

You should always set your own risk limits and monitor your positions.

Trading on MT4 Trading Platform:

The automatic closing of positions on the MT4 Trading Platform will occur if the Margin Level is less than 50%.

Trading on IRESS Trading Platform:

There is no automatic closing of positions on the Trading Platform.

3.16 Market Conduct

All market participants (including FXTRADING.com) have a legal obligation to ensure that the financial markets they participate in are fair, orderly and transparent. FXTRADING.com Clients should be aware that some practices in placing Orders can constitute market manipulation or creating a false market which is prohibited conduct. It is the Client's responsibility to be aware of unacceptable market practices and the legal implications. The Client may be liable for penalties to regulators or be liable to FXTRADING.com for costs to FXTRADING.com arising out of those trading practices of the Client which lead to the Client, FXTRADING.com or any other person suffering loss or penalty.

Additionally, Clients should be aware that FXTRADING.com is entitled to refuse to accept an Order if FXTRADING.com believes that the Order (if executed) might constitute market manipulation or create a false market (or any other prohibited conduct).

3.17 Rolling over or swapping

FX Products and Metals Products that are "rolled over" or "swapped" (depending on which term applies to your particular FX Transaction – see the Trading Platform which you have chosen). If your position is rolled (or "swapped")

to the next Value Date, you will receive a benefit or bear a cost on your original traded amount.

As a rule, the following applies: if you buy a currency with a higher interest rate than the currency you sell then you will receive a benefit at rollover. If you sell a currency with a higher interest rate than the currency you buy then you will incur a cost at rollover.

For example:

If you have a bought AUD/USD position (i.e. you have bought the Australian Dollar against the US Dollar) and interest rates are higher in Australia than in the USA, your Transaction will receive a benefit i.e., the interest differential between the two currencies if you do not Close Out the position before the settlement time. Your Transaction will receive the interest rate differential whilst the position remains open for holding the higher yielding currency.

However, if you have a bought AUD/USD position and the USA interest rate is higher than the Australian interest rate, your Transaction will bear a cost i.e., the interest differential between the two currencies if you do not Close Out the position before the settlement time. Your Transaction will be charged the interest rate differential whilst the position remains open for holding the lower yielding currency.

The benefit or cost can either be directly debited or credited to your Trading Account balance as a Finance Charge adjustment / Finance Credit Adjustment or reflected in the price at which the open position is rolled forward i.e. it is included in the price (or rate at which the contract is rolled).

FXTRADING.com Products in respect of open FXTRADING.com Products held Overnight will incur a Finance Charge Adjustment or Finance Credit Adjustment, refer to Section 5 under "Finance Charge Adjustment / Finance Credit Adjustment".

3.18 Your Counterparty Risk on FXTRADING.com

When you deal in FXTRADING.com Products, you have a counterparty risk on FXTRADING.com. An element of counterparty risk is "credit risk" and this in turn is impacted by the "limited recourse" feature of FXTRADING.com Products, so you should consider your credit risk on FXTRADING.com having the financial resources at the time to pay you the amounts it owes you. The risk on FXTRADING.com is mitigated by FXTRADING.com hedging its FXTRADING.com Products.

Your credit risk on FXTRADING.com

You have credit risk on FXTRADING.com when your Equity (see the glossary in Section 7) has a net credit balance. Your credit risk on FXTRADING.com:

- depends on the **overall solvency of FXTRADING.com**, which is affected by FXTRADING.coms' risk management;
- is affected by your **limited recourse** against FXTRADING.com.

Risks from FXTRADING.com's Hedge Counterparty

It is possible that FXTRADING.com's Hedge Counterparty may become insolvent or it is possible that other counterparties to the Hedge Counterparty may cause a default which reduces the financial resources or capacity for the Hedge Counterparty to perform its obligations owed to FXTRADING.com under the hedge contracts.

FXTRADING.com does not have control of the Hedge Counterparty's trading and FXTRADING.com is not responsible for the solvency or trading of Hedge Counterparty nor is FXTRADING.com obliged to guarantee the solvency of Hedge Counterparty, therefore FXTRADING.com remains exposed to its Hedge Counterparty, in respect of its hedge contracts with FXTRADING.com.

Since FXTRADING.com is liable to you as principal on the FXTRADING.com Product, FXTRADING.com could be exposed to the insolvency of its Hedge Counterparty or other defaults which affect the Hedge Counterparty.

Limited Recourse

FXTRADING.com limits its liability to you (as a Client) under the terms of the FXTRADING.com Products by the extent to which FXTRADING.com actually recovers against its Hedge Counterparty, and allocates the proceeds to your FXTRADING.com Products. Put another way, if, after paying to you out of trust accounts amounts to which you are entitled or additional amounts which FXTRADING.com chooses to pay to you, there remains any shortfall owing to you, then FXTRADING.com's liability for that may be satisfied only by the extent to which FXTRADING.com is able to recover from its Hedge Counterparty.

It is therefore possible that FXTRADING.com might not fully recover from the Hedge Counterparty due to reasons not arising from your own FXTRADING.com Products, or it may incur costs in seeking the recovery or choose to terminate recovery efforts early, thereby reducing the proceeds available to FXTRADING.com to allocate in its discretion to your FXTRADING.com Product.

It is important to understand that you have no rights or beneficial interest in any product which FXTRADING.com has with its Hedge Counterparty and you cannot force FXTRADING.com to make any decision about seeking recovery against FXTRADING.com's Hedge Counterparty. FXTRADING.com does not have the power to control its Hedge Counterparty and has no guarantee of financial support from it. You are dependent on FXTRADING.com taking any action to seek recovery. FXTRADING.com has complete discretion as to how it pursues that action, although FXTRADING.com would act honestly, fairly and efficiently in determining if and how to pursue that recovery action.

Broadly this is economically comparable with the same risk you would face if you were to deal in the market directly with the same Hedge Counterparty and incur your own costs of seeking recovery, perhaps in overseas jurisdictions. By dealing in these FXTRADING.com Products, you get the benefit of FXTRADING.com's obligation to you as issuer of the FXTRADING.com Products and the benefit of FXTRADING.com dealing with a market participant who might not ordinarily deal with you directly.

Solvency of FXTRADING.com

The risks you have by dealing with FXTRADING.com (due to FXTRADING.com being paid all of your moneys deposited into the FXTRADING.com Trust Account and FXTRADING.com cannot be simplistically assessed by reference to historical financial information about FXTRADING.com or its Hedge Counterparty or general statements of principle.

The credit risk you have on FXTRADING.com depends on its solvency generally, as well as on the amount (and kind) of its capitalisation, its cash flow, all of its business risks, its Client and stock concentration risks, its counterparty risks for all of its business and transactions (not just the FXTRADING.com Products), its risk management systems

and actual implementation of that risk management, the limited recourse you have.

Your credit risk on FXTRADING.com will fluctuate throughout the day and from day to day, including due to its risk on the Hedge Counterparty, whose credit risk to FXTRADING.com (and so indirectly to you) cannot be assessed or verified on a continuous basis or perhaps reliably at all.

You should take into account all of those factors and not rely only on past financial statements since that could be materially incomplete information for your purposes, not current and therefore potentially misleading as a guide to the current solvency and creditworthiness of FXTRADING.com.

Hedge Counterparty risk

FXTRADING.com will decide on its Hedge Counterparty on a case by case basis.

You should note that:

- FXTRADING.com is not responsible or liable for Hedge Counterparty's trading so FXTRADING.com does not guarantee or assure the financial performance of any Hedge Counterparty including its hedge contracts with FXTRADING.com.
- No Hedge Counterparty has been involved in the preparation of this PDS nor authorised any statement made in this PDS relating to it.
- A Hedge Counterparty has no contractual or other legal relationship with you as holder of the FXTRADING.com Products. Hedge Counterparty is not liable to you and you have no legal recourse against Hedge Counterparty (because FXTRADING.com acts as principal to you and not as agent) nor can you require FXTRADING.com to take action against Hedge Counterparty.
- FXTRADING.com gives no assurance as to the solvency or performance of any Hedge Counterparty. FXTRADING.com does not make any express or implied statement about the solvency or credit rating of any Hedge Counterparty.
- The regulation of a Hedge Counterparty is no assurance of the credit quality of the Hedge Counterparty or of any regulated or voluntary scheme for meeting the claims of creditors of the Hedge Counterparty.
- The credit quality of the Hedge Counterparty can change quickly. FXTRADING.com is not able to make assessments of the credit quality of its Hedge Counterparty which it can disclose and reports by independent credit rating agencies may not be available because of their lack of consent or because they are not licensed to allow such reports to be cited in PDS given to retail clients.
- If FXTRADING.com becomes aware that material information about the Hedge Counterparty changes or a significant matter later changes, FXTRADING.com will issue a supplementary product disclosure statement, or a new product disclosure statement. If the new information is not materially adverse to you, FXTRADING.com will provide the updated information on its website.

FXTRADING.com is not authorised to set out in this PDS any further information published by the Hedge Counterparty and FXTRADING.com takes no responsibility for third-party information about the Hedge Counterparty which may be

available to you. If you require further information about the Hedge Counterparty used by FXTRADING.com before deciding whether to invest in FXTRADING.com Products, please first contact the Hedge Counterparty. FXTRADING.com will also reasonably assist you to locate such other information as is publicly available to FXTRADING.com.

Section 4 – Significant Risks

Using FXTRADING.com Products involves a number of significant risks. You should seek independent advice and consider carefully whether FXTRADING.com Products are appropriate for you given your experience, financial objectives, needs and circumstances.

4.1 Key Risks

You should consider these key risks involved in FXTRADING.com Products:

KEY RISKS	IMPORTANT ISSUES
Loss from Leverage:	<ul style="list-style-type: none"> FXTRADING.com Products have leverage which can lead to large losses as well as large gains. The high degree of leverage in FXTRADING.com Products can work against you as well as for you. The leveraging in FXTRADING.com Product gives a moderate to high risk of a loss larger than the amounts you pay FXTRADING.com as Margin. It can also cause volatile fluctuations in the Margin requirements.
FXTRADING.com Products may have unlimited loss:	<ul style="list-style-type: none"> There is a moderate to high risk of your potential loss being unlimited if the market moves against you. You can minimise the risk of losses by monitoring your Open Positions and Closing Out the positions before losses arise.
Client moneys may be withdrawn:	<ul style="list-style-type: none"> The money which you pay into the FXTRADING.com Trust Account may be withdrawn in a number of circumstances. Moneys withdrawn from the FXTRADING.com Trust Account are either to pay FXTRADING.com or to pay you. Moneys withdrawn to pay FXTRADING.com are FXTRADING.com's moneys (and are not held for you).

KEY RISKS	IMPORTANT ISSUES
	<p>Once your moneys are withdrawn from the FXTRADING.com Trust Account you become an unsecured creditor of FXTRADING.com to the extent of any credit balance you have and you lose all of the protections you had when your client moneys are in the FXTRADING.com Trust Account. The features of these risks to you are described in Section 3.</p>
Margin risk:	<ul style="list-style-type: none"> You must be able to pay to FXTRADING.com the amount of required Margin as and when required, otherwise all of your Transactions (including FXTRADING.com Products) may be Closed Out without notice to you. Margin requirements are highly likely to change continuously, in line with market movements in the underlying currencies and metals market. You should consider there is a high risk of Margin requirements changing and changing at times very rapidly. There is a moderate to high risk that if the market value of the underlying currencies and metals market moves rapidly against you, you will be required to pay more Margin on little or no notice. If you do not meet those requirements, your positions (including FXTRADING.com Products) can be automatically Closed Out. You can minimise your risk of losing your positions (including FXTRADING.com Products) after failing to meet Margin requirements by carefully selecting the type and amount of FXTRADING.com Products to suit your needs, monitoring the positions, maintaining a prudent level of cash balance in your Account and providing sufficient Margin within the time required by

KEY RISKS	IMPORTANT ISSUES
	<p>FXTRADING.com. Please see Section 3 under "Payments and Client moneys" subheading "Detailed explanation of Margining on FXTRADING.com Products"</p>
<p>Foreign exchange risk:</p>	<ul style="list-style-type: none"> Foreign currency conversions required for your Account (see Section 6 under "Account Currency" for a further description) can expose you to foreign exchange risks between the time the Transaction is entered into and the time the relevant conversion of currencies occurs. Foreign exchange markets can change rapidly. This exposes you to adverse changes in the value of your Trading Account which can be large (depending on foreign exchange rates) and volatile. This will directly affect the value of FXTRADING.com Products positions. You can minimise this risk by selecting FXTRADING.com Products with foreign exchange exposure that you are prepared to incur and to monitor.
<p>Counterparty risk on FXTRADING.com:</p>	<ul style="list-style-type: none"> You have the risk that FXTRADING.com will not meet its obligations to you under the FXTRADING.com Products. FXTRADING.com Products are not exchange-traded so you need to consider the credit and related risks you have on FXTRADING.com. FXTRADING.com believes that your counterparty risk on FXTRADING.com is relatively low, especially due to its Margin policy and its risk management; however, the potential adverse outcome of this risk is very significant to you since, if it

KEY RISKS	IMPORTANT ISSUES
	<p>occurs, you could lose all or some of your investment.</p> <ul style="list-style-type: none"> You can minimise your counterparty risk on FXTRADING.com by limiting the amount you pay FXTRADING.com, trading prudently and requesting payment to you of any surplus in your Account which is not required for prudent Margin management, however this may increase your Margin risk resulting in all of your positions to be Closed Out. Please see Section 3 under "Your Counterparty Risk on FXTRADING.com".
<p>Limited Recourse:</p>	<ul style="list-style-type: none"> FXTRADING.com limits its liability to you under the terms of the FXTRADING.com Products by the extent to which FXTRADING.com actually recovers against its only Hedge Counterparty and allocates that to your FXTRADING.com Products. This key risk is linked to "counterparty risk". Both limited recourse and counterparty risks are further explained in Section 3 under "Your Counterparty Risk on FXTRADING.com".

4.2 Other Significant Risks

You should consider these significant risks involved in FXTRADING.com Products:

SIGNIFICANT RISKS	IMPORTANT ISSUES
<p>Market risk:</p>	<p>OTC trading is highly speculative and volatile. There is a high risk that market prices will move such that the value of your FXTRADING.com Products can be significantly less than the amount you invested in them.</p> <p>There is no guarantee or assurance that you will make profits, or not make losses, or that unrealised profits or losses will remain unchanged.</p> <p>You can reduce your risk by understanding the market relevant to your FXTRADING.com</p>

SIGNIFICANT RISKS	IMPORTANT ISSUES
	<p>Products, monitoring your FXTRADING.com Products positions carefully and closing your Open Positions before unacceptable losses arise.</p>
<p>Not a regulated market:</p>	<p>The FXTRADING.com Products offered by FXTRADING.com are over the counter products and so are not covered by the rules for an exchange.</p> <p>Over-the-counter financial products, such as FXTRADING.com Products, by their nature do not have an established liquid market with numerous participants. If you want to exit your FXTRADING.com Products, you rely on FXTRADING.com's ability to Close Out at the time you wish, which might not match the underlying market's liquidity or price. You can reduce your risk by carefully reading this PDS, the Financial Product Service Terms and taking independent advice on the legal and financial aspects relevant to you.</p>
<p>Market disruptions:</p>	<p>A market disruption may mean that you may be unable to deal in FXTRADING.com Products when desired, and you may suffer a loss as a result of that.</p>
<p>Cryptocurrencies trading risk:</p>	<p>Trading CFDs on Cryptocurrencies, carries a high level of risk and may not be suitable for all traders.</p> <p>Before deciding to trade CFDS on Cryptocurrencies you should carefully consider your trading objectives, level of experience and risk appetite. The possibility exists that you could sustain a loss of some or all of your Initial Margin and therefore you should not trade with money that you cannot afford to lose.</p> <p>You should be aware and carefully consider whether such trading is appropriate for you and seek advice from an independent financial advisor if you have any doubts.</p>
<p>Orders and gapping:</p>	<p>It may become difficult or impossible for you to Close Out a position. This can, for example, happen when there is a significant change in the FXTRADING.com Products value over a short period. There is a moderate to high risk of this occurring as a result of market volatility.</p>

SIGNIFICANT RISKS	IMPORTANT ISSUES
	<p>FXTRADING.com's ability to Close Out FXTRADING.com Products depends on the Current Market Price.</p> <p>Stop-loss Orders may not always be filled and, even if placed, may not limit your losses to the amount specified in the Order, since they are not guarantees that there will be no loss.</p> <p>You should consider placing stop-loss or other Orders that limit your losses but also closely monitor your Account and the relevant market in case the Stop-loss Order is not fully filled or filled at all and you need to take further action to limit your losses. For further information, see Section 3 under "FXTRADING.com Product Order Types" subheading "Stop-loss Orders".</p>

SIGNIFICANT RISKS	IMPORTANT ISSUES
Online trading platform:	<p>You are responsible for the means by which you access the online trading platform or your other contact with FXTRADING.com. If you are unable to access the online trading platform, it may mean that you are unable to trade in FXTRADING.com Products (including closing them out) or you might not be aware of the current Margin requirements and so you may suffer loss as a result.</p> <p>FXTRADING.com may also suspend the operation of the online trading platform or any part of it, without prior notice to you. Although this is considered to be a low risk since it would usually only happen in unforeseen and extreme market situations, FXTRADING.com has discretion in determining when to do this. If the online trading platform is suspended, you may have difficulty contacting FXTRADING.com, you may not be able to contact FXTRADING.com at all, or your Orders may not be able to be executed at prices quoted to you.</p> <p>There is a moderate to high risk that FXTRADING.com will impose volume limits on Client accounts or filters on trading, which could prevent or delay execution of your Orders, at your risk. You have no recourse against FXTRADING.com in relation to the availability or otherwise of the online trading platforms, nor for their errors and software. Please review the terms and any guidance material for any particular online trading platform.</p>
Conflicts:	<p>Trading with FXTRADING.com for its FXTRADING.com Products carries an automatic risk of actual conflicts of interests because FXTRADING.com is acting as principal in its FXTRADING.com Products with you and FXTRADING.com sets the price of the FXTRADING.com Products.</p> <p>The policy used by FXTRADING.com is that as principal it issues the FXTRADING.com Products to you based on the price it gives you, not by acting as broker to you. FXTRADING.com obtains its price by dealing with its Hedge Counterparty.</p> <p>You can reduce the risks to you of unfavourable pricing or opaque pricing (meaning it is unclear how it relates to the underlying</p>

SIGNIFICANT RISKS	IMPORTANT ISSUES
	<p>market) by monitoring the underlying market and FXTRADING.com's pricing compared with other similar OTC contracts which have comparable terms.</p>
Valuations:	<p>The FXTRADING.com Products are valued by FXTRADING.com.</p> <p>While there are no specific limits on FXTRADING.com's discretions, FXTRADING.com must comply with its obligations as a licensee to act efficiently, honestly and fairly. You therefore have the risk of relying on whatever value is determined by FXTRADING.com in the circumstances permitted by the Financial Product Service Terms.</p>
Operational risk:	<p>There is always operational risk in FXTRADING.com Products. For example, disruptions in operational processes such as communications, computers and computer networks, or external events may lead to delays in the execution and settlement of a transaction.</p> <p>We are not liable to you if losses arise owing to delays, errors or failures in operational processes outside our control, in particular, due to faults in the online trading platform or in the provision of data by third parties.</p>

Section 5 – Costs, Fees and Charges

5.1 Costs, Fees and Charges

FXTRADING.com derives a financial benefit by entering into other transactions with other persons at different rates from those charged to the Client.

All costs, fees and charges are charged in the Account Currency selected, unless otherwise specified.

Details of the costs, fees and charges which have been charged are included in your statement. This is made available as an online report that can be accessed via your Trading Platform or emailed or mailed to you that you can access and print upon demand.

FXTRADING.com accepts credit/debit card payments made by Visa and MasterCard and China Union Pay credit/debit cards. Please note that making deposits via credit/debit card attracts a credit/debit card service fee of 3%.

If there is a chargeback on your Account, you may be responsible for covering any reversed payments and chargeback fees, amounting to a maximum of AUD\$25 per transaction.

Please note that your bank may treat payments by credit card as a cash advance, which may incur additional fees, so you should contact your bank to confirm if this applies.

5.2 FXTRADING.com Product Transaction Fees

FXTRADING.com may charge a Transaction Fee (which may be described as “commission” on the platform) on each FXTRADING.com Product that is executed. Our rates vary depending on the type and level of service required, and the frequency and size of Transactions.

Fee per contract

The greater of:

- the amount that is calculated by multiplying the amount of FXTRADING.com Products traded by the individual charge per contract; and
- a minimum Transaction Fee or a minimum ticket Transaction Fee depending on the ticket size.

The Transaction Fee that you will be actually charged is disclosed on your statement.

The fee accrues immediately upon execution of the Transaction, i.e., when you Open or Close the FXTRADING.com Product. The Transaction Fee will either be reflected in the execution price as an additional component to the spread pricing or separately, i.e., not included in the spread pricing.

Please remember that because you are required to trade a FXTRADING.com Product to Close Out the existing FXTRADING.com Product Open Position there may be a Transaction Fee on the FXTRADING.com Product used to close the position.

5.3 Margin

The Margin amount that you would be required to pay is determined by FXTRADING.com depending on the specific contract details. Since there is a large variety of potential Margin amounts and they can change at any time, this is made available on the Trading Platform or you can contact FXTRADING.com for an indication of the Margin that will be charged for the particular FXTRADING.com Products.

Please also see the worked examples which follow in this Section for how the Margin works.

The total amount of dollar Margin Requirement utilised is displayed for all the Open Positions transacted on the Trading Platform.

5.4 Finance Charge Adjustment / Finance Credit Adjustment

Finance Charge Adjustment / Finance Credit Adjustment on Long / Short FX Products and Metals Products

FXTRADING.com in respect of open FX Products and Metals Products held Overnight will incur a Finance Charge Adjustment or Finance Credit Adjustment.

The calculation for an overnight Finance Charge Adjustment / Finance Credit Adjustment for each day that a long or short FX Product and Metals Product is held Overnight is as follows:

$$F = S * L * P$$

F = Daily Finance Charge Adjustment (if negative) / Finance Credit Adjustment (if positive)

S = Swap Rate (positive or negative) for 1 day

L = Number of lots

P = Pip Value in Account Currency based upon 1 Lot

Examples:

If you hold a short 200,000 EUR/USD position Overnight and the Account Currency is USD, then the Daily Finance Charge is $-2.80 \text{ USD} = -0.14 \text{ (Swap Rate)} * 2 \text{ (Lots)} * 10 \text{ USD (Pip Value)}$

If you hold a long 100,000 USD/JPY position Overnight and the Account Currency is USD, then the Daily Finance Charge is $-0.39 \text{ USD} = -0.03 \text{ (Swap Rate)} * 1 \text{ (Lots)} * 13 \text{ USD (Pip Value)} * -1$

Finance Charge Adjustment / Finance Credit Adjustment on long/ short Equity CFDs, Indices and Cryptocurrency OTC Contracts

If you hold a long position Overnight you will pay a Finance Charge Adjustment or if you hold a short position Overnight you will receive a Finance Credit Adjustment on the Equity CFD, Indices and Cryptocurrency OTC Contracts Open Positions held overnight. The calculation for an overnight Finance Charge Adjustment / Finance Credit Adjustment for each day that a long or short Equity CFD, Indices and Cryptocurrency OTC Contracts is held overnight is as follows:

$$F = CV * (FR/100) / 360$$

Where:

F = Daily Finance Charge Adjustment (if negative) / Finance Credit Adjustment (if positive)

CV is Contract Value of the Equity CFD, Indices and Cryptocurrency OTC Contracts Open Positions, at the Closing Price.

FR is the Finance Rate as defined in the Glossary in Section 7.

A Finance Credit Adjustment will be credited for the short Equity CFD, Indices and Cryptocurrency OTC Contracts position held overnight to your Account when the Finance Rate is positive. A Finance Charge will be debited for the long Equity CFD, Indices and Cryptocurrency OTC Contracts position held overnight to your Account when the Finance Rate is negative.

By way of example, using the calculation for a long Equity CFD held overnight for a USD share whose Finance Rate is -5.61%. $F = \$10,000 * (-5.61\%/100) / 360 = -\1.56

Where:

CV is \$10,000

FR is -5.61% p.a.

No Finance Charge/Finance Credit is paid or received if you open and close an Equity CFD, Commodity Derivatives, Indices and Cryptocurrency OTC Contracts position on the same day.

Finance Charge Adjustment on Trading Account Balance

FXTRADING.com does not pay any Finance Credit Adjustment earned on your Trading Account on positive Balances.

5.5 Cost of conversion

You will incur a conversion cost when converting to your Account Currency. This occurs each time there is a conversion from a Transaction denominated in a currency different from the Account Currency being Australian dollars. The conversion cost charged is up to a maximum of 100 basis points (1.00%) of the Transaction's full face value being converted and is adjusted in the realised profit or loss.

5.6 External Fees, Taxes and Charges

You are responsible for any stamp duty, transaction duty, GST or similar goods and services or value added tax payable in respect of trading in Transactions (except for any income tax payable by FXTRADING.com). Bank charges and fees imposed on FXTRADING.com to clear your funds or in respect of your payments will also be charged to your Account.

The Financial Product Service Terms may allow FXTRADING.com to impose other fees or charges from time to time which do not relate directly to Transactions (and so are not costs, fees or charges for acquiring or later dealing in the FXTRADING.com Product itself). For example, you may be required to pay royalty or similar charges set by data providers for your use of information feeds or for online transaction services. FXTRADING.com may debit these amounts to your Trading Account.

Section 6 – General Information

6.1 Account Currency

Your Account Currency is chosen as part of the Account opening process. Account Currency. The Account Currencies which are available can be chosen when the Accounts are established through the personal “Traders Room” or are displayed on the website.

If you instruct FXTRADING.com to effect a Transaction denominated in a currency different from the denomination of your Account currency, FXTRADING.com will convert the currency value of your Transaction into the Account Currency.

The foreign currency conversions can expose you to foreign exchange risks between the time the Transaction is entered into and the time the relevant conversion of currencies occurs.

Foreign exchange markets can change rapidly. Exchange rates depend on a number of factors including for example, interest rates, currency supply and demand and actions of government. In some situations, exchanges of currency may be suspended. These will impact on the rates of conversion set by FXTRADING.com.

6.2 Discretions

FXTRADING.com has discretions under the Financial Product Service Terms which can affect your Orders and positions. You do not have any power to direct how we exercise our discretions.

When exercising our discretions we will comply with our legal obligations as the holder of a principal’s licensee authorised to carry on the business of dealing in securities. We will have regard to our policies and to managing all risks (including financial, credit and legal risks) for ourselves and all of our Clients, our obligations to our counterparties, market conditions and our reputation. We will try to act reasonably in exercising our discretions but we are not obliged to act in your best interests or to avoid or minimise a loss in your Account.

Our significant discretions are:

- whether to accept your Order (including to Close Out a position) or to amend it;
- any risk limits or other limits we impose on your Account or your trading;
- determining Margin requirements and Leverage Rates, especially the amount of Initial Margin, minimum Margin requirements, the time to meet any changed Margin requirement;
- determining the values of FXTRADING.com Product for opening and closing positions and for determining Margin;
- setting Bid Prices (sell prices) and Ask Prices (buy Prices) derived from the underlying market; and
- closing your positions and determining prices derived from the underlying market.

You should consider the significant risks that arise from FXTRADING.com exercising its discretions – see Section 4.

Our other discretions include:

- setting our fees and interest rates (Swap Rate);
- setting foreign exchange conversion rates;
- opening and closing your Account;

- giving you a grace period for full compliance in paying by cleared funds any amount you owe; and
- interpretation, variation and application of our policies.

6.3 Policies

FXTRADING.com has a number of policies that can affect your FXTRADING.com Product investments. The policies are guidelines that FXTRADING.com (including all of its staff) is expected to follow but policies are not part of the Financial Product Service Terms and do not give you additional legal rights or powers.

We may change our policies at any time without notice to you. We may amend, withdraw, replace or add to our policies at any time without notice to you. Our policies may help you understand how we operate but all of the important information is set out in or referred to in this PDS so you should only rely on this PDS and not on the policies.

6.4 Anti-Money Laundering Laws

FXTRADING.com is subject to anti-money laundering and counter-terrorism financing laws (AML laws) that can affect your FXTRADING.com Product trading. If your Account is established, FXTRADING.com may disclose your personal information or stop transactions on your Account for the purposes of the AML laws or under FXTRADING.com’s AML laws procedures, without liability to you for any loss that arises due to that occurring.

- You also warrant that the moneys used to fund your transactions have not and will not be derived from or related to any money laundering, terrorism financing or other illegal activities whether prohibited under Vanuatu law, international law or convention or by agreement;
- the proceeds of your investment will not be used to finance any illegal activities; and
- you are not a politically exposed person or organisation as defined in the AML laws.

6.5 About FXTRADING.com

FXTRADING.com is incorporated in Vanuatu, having Company Number 40256, registered as an international company limited by shares, and regulated by the VFSC with a principal’s license authorised to carry on the business of dealing in securities).

6.6 Applications

You apply for an Account by returning to FXTRADING.com a completed application form which accompanies the booklet with the Financial Product Service Terms, available by contacting FXTRADING.com directly by registering online via the website www.FXTRADING.com.

Accounts can be funded by electronic transfer, credit/debit card. Further details are available by contacting FXTRADING.com or on its website at: www.FXTRADING.com

All funds must be cleared funds before they are credited to your Account to be made available for you to use in acquiring FXTRADING.com Products.

Please be reminded that funding your Account by credit card has additional risks and costs for you. By using these payment methods you effectively would be doubling your leverage by taking credit from your credit card account and trading with leverage on your FXTRADING.com Account. This can add to the risks and

volatility of your positions as well as incurring higher interest costs on your credit card account.

If you lose on your FXTRADING.com Products, you might not have other financial resources to repay your credit card account, incurring higher interest costs and possibly defaulting on your credit card terms.

Although FXTRADING.com accepts payments of more than \$1,000 from credit card accounts to fund your Account and to meet later Margin payments, please carefully consider whether this payment method is suitable for your trading and limit it to what you can afford.

If your account is funded by credit/ debit card and you make a withdrawal request, this withdrawal amount may be refunded to your original credit/ debit card, however the method we use to honour your withdrawal request is at our sole discretion.

We do not accept third party payments and we will only accept credit/debit card payments from you if the credit/debit card is in the same name as your Account.

Individual FXTRADING.com Products are traded using your online trading platform.

6.7 Taxation Implications

FXTRADING.com Products will have taxation implications for Clients, depending on the current tax laws and administration, the nature of the Client for tax laws, the terms of the Transactions and other circumstances. These are invariably complex and specific to each Client. You should consult your tax advisor before trading in these financial products. FXTRADING.com does not provide any taxation advice.

6.8 Cooling Off

There is no cooling off arrangement for FXTRADING.com Products. This means that you do not have the right to return the FXTRADING.com Product, nor request a refund of the money paid to acquire the FXTRADING.com Product. If you change your mind after entering into FXTRADING.com Products with FXTRADING.com, you must Close Out that product, pay any Transaction costs and take the risk of incurring a loss in doing so.

6.9 Ethical Considerations

FXTRADING.com Products do not have an investment component. Labour standards or environmental, social or ethical considerations are not taken into account by FXTRADING.com when making, holding, varying or Closing Out FXTRADING.com Products.

6.10 Jurisdictions

The distribution of this PDS in some jurisdictions may be subject to legal restrictions. Any person who gains access to this PDS should comply with any such restrictions and failure to do so may constitute a violation of financial services laws.

6.11 Dispute Resolution

FXTRADING.com wants to know about any problems you may have with the service provided to you so we can take steps to resolve the issue. FXTRADING.com has an internal dispute resolution procedure to resolve complaints from clients who receive financial services. A copy of these procedures may be obtained through our website or by contacting us and requesting a copy (free of charge).

If you have a complaint about the financial product or service provided to you, please take the following steps:

1. Contact your FXTRADING.com agent or adviser and provide the details of your complaint. You may do this by telephone, facsimile, email or letter.
2. If you make a complaint in writing (which is not compulsory), we will acknowledge receipt of your complaint within 5 business days.
3. If your complaint is not satisfactorily resolved through your FXTRADING.com agent or adviser, within 5 business days of receipt of your complaint, please contact the Compliance Department in writing by emailing compliance@gleneagle.com.au.
4. FXTRADING.com will try to resolve your complaint quickly and fairly. We will use our best endeavours to try to resolve your complaint within 45 days of receipt of your written complaint unless we advise you that we require more time due to the nature of your complaint or other reasonable consideration.

6.12 Privacy

All of the information collected by FXTRADING.com, in the application form or otherwise, is used for maintaining your Account and for the purpose of assessing whether you would be suitable as a Client.

FXTRADING.com has obligations under, and has procedures in place to ensure its compliance with privacy and AML laws.

Significantly, these include the following:

1. Collecting personal information

In collecting personal information, FXTRADING.com is required to:

- collect only information which is necessary for the purpose described above;
- ensure that collection of the information is by fair and lawful means; and
- take reasonable steps to make you, the individual, aware of why the information is being collected and that you may access the information held by us.

If necessary, FXTRADING.com also collects information on directors of a corporate client or agents or representatives of the Client. FXTRADING.com may be required by law to collect information, such as for taxation purposes or to identify persons who open or operate an account.

FXTRADING.com may take steps to verify information given to it, such as consulting registries, referees, employers or credit agencies. This information will not be disclosed to any other person although FXTRADING.com may disclose this information to its related bodies corporate if you intend to use the services of any of those related bodies corporate.

2. Using the personal information

Once FXTRADING.com has collected the information from you, FXTRADING.com will only use the information for the purposes described above unless you consent otherwise.

Personal information may be disclosed to:

- any person acting on your behalf, including your advisor, accountant, solicitor, executor, attorney or other representative;
- related bodies corporate of FXTRADING.com if you use, or intend to use, services of those other corporations;
- related bodies corporate of the issuer (if that becomes different from FXTRADING.com);
- any organisations to whom FXTRADING.com outsources administrative functions;
- brokers or agents who refer your business to FXTRADING.com (so that we may efficiently exchange information and administer your account);
- regulatory authorities;
- as required or permitted by law or by court order.

This information will not be disclosed to any other person without your consent.

You may access your personal information held by FXTRADING.com (subject to permitted exceptions), by contacting FXTRADING.com. We may charge you for that access.

As FXTRADING.com is obliged by law to take reasonable steps to ensure that the personal information used is accurate, up to date and complete, please inform us immediately if any of the information provided in this Section changes.

3. Retaining personal information

FXTRADING.com has implemented and maintains secure protection of all personal information obtained from misuse, loss, unauthorised access, modification or disclosure.

The information will be destroyed or de-personalised if FXTRADING.com no longer requires the information for the purpose referred to above.

FXTRADING.com has a Privacy Policy which covers our privacy obligations and complaints about a breach of the privacy laws or other obligations, how we deal such a complaint, that we how may need to share some of your information with organisations, and that we how we may store your information in cloud or other types of networked or electronic storage, which can be accessed from various countries via an internet connection. You can obtain a copy of Privacy Policy at www.FXTRADING.com.

Section 7 – Glossary

Account means your account with FXTRADING.com established under the Financial Product Service Terms, including all Trading Accounts and all Transactions recorded in them.

Account Currency means the currency that the Trading Account is denominated in. Please note that all costs including spread, transaction costs, Finance Charge Adjustment and Finance Credit Adjustment are calculated in that currency.

Ask Price (buy price) means the Transaction Price, which FXTRADING.com as the seller is willing to accept i.e., the price at which you can buy the FXTRADING.com Product. This is also known as the “offer price”.

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

Base Currency means the first currency represented in a currency pair respect of a FX Product.

Bid Price (sell price) means the Transaction Price which FXTRADING.com as the buyer is willing to accept i.e. the price at which you can currently sell the FXTRADING.com Product.

Business Day means a day (other than a Saturday or Sunday or public holiday) on which banks and foreign exchange markets are or will be open for business in Sydney.

Client refers to the person who has an Account with FXTRADING.com.

Close Out, Closed Out and Closing Out in relation to a Transaction means discharging or satisfying the obligations of the Client and FXTRADING.com under the Transaction and this includes matching up the Transaction with a Transaction of the same kind under which the Client has assumed an offsetting opposite position.

Closing Date means the date on which the FXTRADING.com Product is agreed to be Closed Out, or earlier, if deemed to be Closed Out in accordance with the Financial Product Service Terms.

Closing Price means the daily closing Current Market Price (or, if an index, level) of the Underlying Security (determined by FXTRADING.com).

Commodity Derivative means FXTRADING.com Products whose Underlying Security is a commodity.

Contract Size means the standard volume per 1 Lot expressed either in ounces or number of contracts.

Contract Value means the face value of the FXTRADING.com Product and is calculated by FXTRADING.com by multiplying the applicable price by the Lot traded and the Contract Size.

Cryptocurrency OTC Contract means FXTRADING.com Products whose Underlying Instrument is a cryptocurrency (or digital token). For example, Bitcoin, Bitcoin cash, Ethereum, Litecoin and Ripple.

Current Market Price is the price available to FXTRADING.com from Hedge Counterparty, which may be a delayed price depending on whether you have subscribed for live pricing.

Equity means the current value of your Trading Account i.e. net worth of funds in the Account, which is calculated by FXTRADING.com by combining:

- the Balance of the account being the deposit / withdrawals and closed trade profit and loss; and
- the floating (unrealised) profit / loss (positive/negative) of the Open Positions net of fees, charges and costs.

EUR means the single currency of the European Economic and Monetary Union.

Finance Rate means the amount nominated by FXTRADING.com for this term from time to time, as notified to you (including through the online trading platform) or posted on its website.

(a) In the absence of any valid nomination, when you hold a long Equity CFD, Cryptocurrency OTC Contract and Index position overnight, the Finance Rate for a Finance Charge Adjustment debited to your Account (or Trading Accounts) is the prevailing overnight “London Account Value InterBank Offer Rate” (currently referred to

as bbalibor™, previously known as "LIBOR") plus a mark-up, up to a maximum of 25%. bbalibor™ is a primary benchmark for short term interest rates globally. The overnight bbalibor™ is widely published via a number of data vendors.

(b) In the absence of any valid nomination, when you hold a short Equity CFD, Cryptocurrency OTC Contract and Index position overnight the Finance Rate for a Finance Charge Adjustment credited to your Account (or Trading Accounts) is the prevailing overnight "London inter-bank bid rate" (LIBID) being the rate of interest at which banks in London bid for deposit funds less a mark-down, up to a maximum amount of 25%. If the rate calculated by applying LIBID minus the mark-down results in a debit as opposed to a credit, then this will be the Finance Rate for a Finance Charge Adjustment to be debited to your Account (or Trading Account). The overnight LIBID is widely published via a number of data vendors.

FXTRADING.com means Gleneagle Securities Pty Limited Company Number 40256, trading as FXTRADING.com and, in accordance with the Financial Product Service Terms, any person who is a permitted assignee or other successor to FXTRADING.com.

FXTRADING.com Product means an OTC contract, issued by FXTRADING.com under the Financial Product Service Terms to Clients who apply for those products by way of the application form specifically labelled for "FXTRADING.com Products".

Exchange Rate means, in relation to any currency, any widely recognised and published foreign exchange rate for value Spot selected by FXTRADING.com in its sole discretion. The foreign exchange rate is always quoted as to how much of the Variable Currency, for 1 unit of the Base Currency, is worth.

Finance Charge Adjustment means the amount you pay in respect of your Transaction, in accordance with the Financial Product Service Terms.

Finance Credit Adjustment means the amount you receive in respect of your Transaction, in accordance with the Financial Product Service Terms.

Free Margin means the value of funds that are available for opening a position. It is calculated by FXTRADING.com by subtracting from the Equity the required Margin.

Financial Product Service Terms means the terms of your Account with FXTRADING.com, which accompanied your application form, for all of your Trading Accounts by which you deal in Transactions (as amended from time to time). Variations or additional terms may be notified to you from time to time in accordance with your current Financial Product Service Terms.

FX means foreign exchange.

FX Product means an OTC contract whose Underlying Security (or pair of them) is a currency (including a cryptocurrency (or digital token)).

Hedge Counterparty means an entity that FXTRADING.com enters into hedge contracts with to manage FXTRADING.com's exposure to FXTRADING.com Products.

Initial Margin means the amount which you are required to pay to FXTRADING.com as Margin for any Transaction which you propose to enter into.

Index and **Indices** refers to FXTRADING.com Products whose Underlying Security is an index comprised of

securities of issuers listed on an Exchange, typically an index sponsored or promoted by an Exchange. The S&P™/ ASX 200™ is an example, so a S&P™/ ASX 200™ Index is an index whose Underlying Security is the S&P™/ ASX 200™ and the values are based on the index levels of the S&P™/ ASX 200™. The index sponsor has no involvement in the FXTRADING.com Product.

IRESS Trading Platform means online trading platform for trading in Equity CFD.

JPY means the lawful currency of Japan.

Leverage Rate means a transaction size/ margin ratio for each FXTRADING.com Product. For example, the 1:100 Leverage Rate means that the Client is required to have 1% of transaction size in its Account as Margin.

Lot means the unit that represents the volume of a Transaction taking into consideration the Contract Size. It can be represented as a portion of a Lot subject to the minimum Lot size, for example (0.1 of a lot) being referred to as a mini Lot or (0.01 of a Lot) being referred to as a micro Lot. For example 1 Lot in EURUSD equals 100,000 EUR being the Base Currency unit and 0.1 Lot is therefore 10,000 units of Base Currency.

Margin means the amount of money (or money's worth) paid to FXTRADING.com and credited to your Account as Margin.

Margin Level means the Equity to Margin ratio calculated as Equity divided by Margin.

Metal Product means a FXTRADING.com Product whose Underlying Security is a contract in respect of metal (including in relation to gold or silver), on a Spot basis only, and payment in United States dollars.

MT4 Trading Platform means online trading platform for trading in Spot FX Product, Spot Metals Product; Indices; Commodity Derivatives; Cryptocurrency OTC Contract.

NZD means the lawful currency of New Zealand.

Open Position means, at any time, a Transaction which has not been Closed Out, or settled prior to the time agreed for settlement.

Order means any order placed by you to enter into a Transaction.

OTC means "over the counter", in contrast with traded on a regulated exchange.

OTC contract means an over the counter contract for a financial product.

Overnight means end of a trading day at 17:00 New York local time

Pending Order means either a buy stop or sell stop, a buy limit or sell limit order.

Points or **Pips** means in the context of FX Product is the smallest increment by which a FX Product Price changes and is quoted depending on the number of decimal places the currency is quoted. For example on a USD/JPY Transaction, which is quoted with only two decimal (meaning one Pip = JPY 0.01).

Point Value or **Pip value in the context of FX Product** means the value of a point or pip for 1 Lot denominated in the Account Currency being the smallest increment by which an FX Product price or Exchange Rate changes also referred to as a Tick. You can calculate the value of a single pip or point denominated in the Account Currency, for

instance, if you know that the EUR/USD is quoted with four decimals, so for a 100,000 position you can multiply the 100,000 by the Tick being the four decimal value of one pip, or USD 0.0001. So, on a EUR/USD 100,000 Transaction, the Point Value for 1 Pip would equal USD 10. On a USD/JPY 100,000 Transaction, the Value for 1 pip is equal to JPY 1000 because USD/JPY is quoted with only two decimal (meaning one Pip = JPY 0.01), which would be converted at the current Exchange Rate to get an amount in USD.

Spot means an **OTC contract** whose theoretical Value Date for a Transaction will occur two (2) Business Days following the day on which the Transaction is entered into.

Spread means the difference between the Bid Price and the Ask Price of FXTRADING.com Products.

Swap Rate means the rate, usually displayed as swap points, nominated by FXTRADING.com from time to time, as notified to you (including through the online trading platform) or by contacting FXTRADING.com.

Tick in the context of FX Products means the smallest increment by which an FX Product price or Exchange Rate changes. Please note that in most currencies the tick is 0.0001 of the currency unit. There are exceptions for example when JPY is the Variable Currency the Tick value is equal to 0.01. The website also displays the Tick for each of the FXTRADING.com Products.

Trading Account means trading accounts established under the Financial Product Service Terms offered by FXTRADING.com for trading purposes. Each is part of the same Account you have with FXTRADING.com.

Trading Platform means online trading platform for trading in FXTRADING.com Products being MT4 Trading Platform and IRESS Trading Platform.

Transaction means a transaction in any of the kinds of FXTRADING.com Product which are traded under the Financial Product Service Terms.

Transaction Fee means the fee or commission from time to time specified by FXTRADING.com to be the amount payable by you to FXTRADING.com in respect of each Transaction as set out in this PDS or as later varied in accordance with the Financial Product Service Terms and this PDS.

Transaction Price means, for FXTRADING.com Products, the Exchange Rate and, for Metal Products, it is the price of buying or selling the financial product.

USD means the lawful currency of the United States of America.

Variable Currency means the second mentioned currency in respect of a FX Product position.

Underlying Security means the product which is used as the basis for the calculations of prices for your FXTRADING.com Products, such as FX, a share or similar equity financial product, commodity, option, Futures Contract, index or other item (or any combination of one or more of those).

Value Date means the theoretical date of delivery if the product could be settled by physical or deliverable settlement.



EU GDPR Privacy Policy

(Effective date: JULY 18th, 2019)

Our EU GDPR Privacy Policy Below Should Be Considered In Addition To Our Standard Privacy Policy Here.

FXTRADING.com ("FXT", "us", "we", or "our") operates the <https://fxtrading.com> website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://fxtrading.com>

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1. Definitions

- ✓ **Service** Service is the <https://fxtrading.com> website operated by Gleneagle Securities (Aust) Pty Limited T/A FXTRADING.com
- ✓ **Personal Data** Personal Data means data about a living individual who can be identified from those data (or from those and other

information either in our possession or likely to come into our possession).

- ✓ **Usage Data** Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- ✓ **Cookies** Cookies are small pieces of data stored on your device (computer or mobile device).
- ✓ **Data Controller** Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.
- ✓ **Data Processors** (or Service Providers) Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.
- ✓ **Data Subject** (or User) Data Subject is any living individual who is using our Service and is the subject of Personal Data.

2. Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- ✓ Email address
- ✓ First name and last name
- ✓ Phone number
- ✓ Address, State, Province, ZIP/Postal code, City
- ✓ Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages,

unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- ✓ Session Cookies. We use Session Cookies to operate our Service.
- ✓ Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- ✓ Security Cookies. We use Security Cookies for security purposes.
- ✓ Advertising Cookies. Advertising Cookies are used to serve you with advertisements that may be relevant to you and your interests.

3. Use of Data

FXTRADING.com uses the collected data for various purposes:

- ✓ To provide and maintain our Service
- ✓ To notify you about changes to our Service
- ✓ To allow you to participate in interactive features of our Service when you choose to do so
- ✓ To provide customer support
- ✓ To gather analysis or valuable information so that we can improve our Service
- ✓ To monitor the usage of our Service
- ✓ To detect, prevent and address technical issues
- ✓ To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

4. Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), FXTRADING.com legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific

context in which we collect it.

FXTRADING.com may process your Personal Data because:

- ✓ We need to perform a contract with you
- ✓ You have given us permission to do so
- ✓ The processing is in our legitimate interests and it's not overridden by your rights
- ✓ For payment processing purposes
- ✓ To comply with the law

5. Retention of Data

FXTRADING.com will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

FXTRADING.com will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

6. Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Australia and choose to provide information to us, please note that we transfer the data, including Personal Data, to Australia and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

FXTRADING.com will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

7. Disclosure of Data

Business Transaction

If FXTRADING.com is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, FXTRADING.com may be required to disclose your Personal Data if required to do so

by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

FXTRADING.com may disclose your Personal Data in the good faith belief that such action is necessary to:

- ✓ To comply with a legal obligation
- ✓ To protect and defend the rights or property of FXTRADING.com
- ✓ To prevent or investigate possible wrongdoing in connection with the Service
- ✓ To protect the personal safety of users of the Service or the public
- ✓ To protect against legal liability

8. Security of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

9. "Do Not Track" Signals

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

10. Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. FXTRADING.com aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- ✓ **The right to access, update or to delete the information we have on you.** Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- ✓ **The right of rectification.** You have the right

to have your information rectified if that information is inaccurate or incomplete.

- ✓ **The right to object.** You have the right to object to our processing of your Personal Data.
- ✓ **The right of restriction.** You have the right to request that we restrict the processing of your personal information.
- ✓ **The right to data portability.** You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- ✓ **The right to withdraw consent.** You also have the right to withdraw your consent at any time where FXTRADING.com relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

11. Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about visits activity. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>

Advertising

We may use third-party Service Providers to show advertisements to you to help support and maintain our Service.

- ✓ **Google AdSense & DoubleClick Cookie** Google, as a third party vendor, uses cookies to serve ads on our Service. Google's use of the

DoubleClick cookie enables it and its partners to serve ads to our users based on their visit to our Service or other websites on the Internet. You may opt out of the use of the DoubleClick Cookie for interest-based advertising by visiting the Google Ads Settings web page: <http://www.google.com/ads/preferences/>

Behavioural Remarketing

FXTRADING.com uses remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform,

optimize and serve ads based on your past visits to our Service.

- ✓ **Google AdWords** Google AdWords remarketing service is provided by Google Inc. You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <http://www.google.com/settings/> ads Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy/>
- ✓ **Facebook** Facebook remarketing service is provided by Facebook Inc. You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950> To opt-out from Facebook's interest-based ads follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217> Facebook adheres to the Self-Regulatory Principles for Online Behavioral Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <http://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <http://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <http://www.youronlinechoices.eu/>, or opt-out using your mobile device settings. For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: <https://www.facebook.com/privacy/explanation>

3rd Party Technology & Service Providers (e.g. Trading Platforms)

- ✓ Once you submit a form or complete an application form and your information has been handed to Gleneagle Securities (Aust) Pty Limited, you are also agreeing to their privacy policy, terms of service, consent to their cookie policy and marketing policy.
- ✓ We are not responsible for your data once the information is passed to these 3rd parties or technology providers.

- ✓ You may receive marketing and promotional emails, as well as targeted ads from these 3rd parties
- ✓ You may have cookies and tracking scripts (beacons) placed in your browser by these 3rd parties websites and software, beyond our control. You are subject to the providers' cookie policy.
- ✓ You may contact Gleneagle Securities (Aust) Pty Limited to request what information they have on record about you by contacting them here.
- ✓ European clients under GDPR law should refer to this EU GDPR Privacy Policy.

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g., payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we may work with include:

- ✓ **Paypal** Privacy Policy can be viewed at <https://www.paypal.com/au/webapps/mpp/ua/privacy-full>
- ✓ **China Union Pay** Privacy Policy can be viewed at <https://www.unionpayintl.com/en/privacyNotice/>
- ✓ **Worldpay** Privacy Policy can be viewed at <https://online.worldpay.com/terms/privacy>
- ✓ **National Australia Bank** Privacy Policy can be viewed at <https://www.nab.com.au/common/privacy-policy>
- ✓ **HSBC Bank Australia** Privacy Policy can be viewed at <https://www.business.hsbc.com.au/en-au/au/generic/privacy-and-security>
- ✓ **Poli Payments** Privacy Policy can be viewed at <https://www.polipayments.com/privacy>
- ✓ **Neteller** Privacy Policy can be viewed at <https://www.neteller.com/en/policies/privacy>
- ✓ **Nganluong** Privacy Policy can be viewed at https://www.nganluong.vn/en/about/information_policy.html
- ✓ **Paytrust88** Privacy Policy can be viewed at <https://paytrust88.com/privacy>
- ✓ **Luckymario** Privacy Policy can be viewed at <https://www.luckymario.com/en/terms-policy>

12. Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

13. Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

14. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

15. Contact Us

If you have any questions about this Privacy Policy, please contact us:

- ✓ By email: service@fxtrading.com
- ✓ By visiting this page on our website: <https://fxtrading.com/contact/>
- ✓ By mail: Level 27, 25 Bligh Street, Sydney NSW 2000, Australia



Privacy Policy: FXTRADING.com

(Updated May 10th 2021)

This Policy has been amended in accordance with the recent changes to the GDPR that may affect you if you reside within the European Union or the United Kingdom. We respect your personal information, and this Privacy Policy explains how We handle it. The Policy covers FXTRADING.com, referred to herein as “We” or “Us”.

This Policy may change. We will let you know of any changes to this Policy by posting a notification on our website. Any information collected after an amended privacy statement has been posted on the site, will be subject to that amended privacy statement.

What this Policy deals with

- The kinds of personal information that We collect and hold
- How We collect and hold personal information
- The purposes for which We collect, hold, use and disclose personal information
- How you may access personal information that We hold about you and seek the correction of such information
- How to complain about a breach of the Privacy Principles and how We will deal with such a complaint
- If We disclose personal information to overseas recipients—the countries in which such recipients are likely to be located if it is practicable to specify those countries in the policy.

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1. Types of personal information We collect

We only collect personal information that is reasonably necessary for one or more of Our functions or activities. The types of personal information that We collect and hold about you could include:

- ID information such as your name, postal or email address, telephone numbers, and date of birth;
- other contact details such as social media handles;
- financial details such as your tax file number; and
- other information We think is necessary.

2. How We collect and hold personal information

We must collect personal information only by lawful and fair means.

We must collect your personal information from you unless it is unreasonable or impracticable to do so. For example, if We are unable to contact you and We then rely on publicly available information to update

your contact details or if, at your request, We exchange information with your legal or financial advisers or other representatives.

We might collect your information when you fill out a form with us (either in hard copy or via our website), when We speak with you on the telephone, use Our website or face to face. We may also verify your information via electronic means, such as email.

If We receive personal information that We did not solicit, then within a reasonable period after receiving the information, We must determine whether or not We could have collected the information under Privacy Principle 3 (collection of solicited personal information) if We had solicited the information and We may use or disclose the personal information to make this determination.

We will do all that We can to ensure that the personal information that We collect, use and disclose is accurate, up-to-date, complete and relevant.

3. Notifying you

When We receive personal information from you directly, We will take reasonable steps to notify you how and why we collected your information, who We may disclose it to and outline how you can access it, seek correction of it or make a complaint.

Sometimes We collect your personal information from third parties. You may not be aware that We have done so. If We collect information that can be used to identify you, We will take reasonable steps to notify you of that collection.

4. The purposes for which We collect, hold, use and disclose personal information

We may collect information about you because We are required or authorised by law to collect it. There are laws that affect Us, including company and tax law, which require Us to collect personal information. For example, We may require personal information to verify your identity under the Anti-Money Laundering and Counter-Terrorism law.

If We collect and hold your personal information for a primary purpose, We will not use or disclose the information for a secondary purpose unless:

- you have consented to the use or disclosure of the information;
- you would reasonably expect Us to use or disclose the information for the other purpose and the other purpose is related to the first particular purpose;
- the use or disclosure of the information is required or authorised by or under an law or a court/tribunal order;

- a permitted general situation exists in relation to the use or disclosure of the information by Us; or
- We reasonably believe that the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body (and, if We use or disclose personal information in accordance with this point, We must make a written note of the use or disclosure.).

If We collect personal information from any of our related bodies corporate, this principle applies as if Our primary purpose for the collection of the information were the primary purpose for any of our related bodies corporate collected the information. This principle does not apply to the use or disclosure by Us of personal information for the purpose of direct marketing or government related identifiers.

If We hold personal information about an individual, We must not use or disclose the information for the purpose of direct marketing, unless We collected the information from the individual and the individual would reasonably expect Us to use or disclose the information for that purpose, and We provide a simple means by which the individual may easily request not to receive direct marketing communications from Us and the individual has not made such a request to Us.

We may also use or disclose personal information about an individual for the purpose of direct marketing if We collected the information from the individual and the individual would not reasonably expect Us to use or disclose the information for that purpose or someone other than the individual and either the individual has consented to the use or disclosure of the information for that purpose, or it is impracticable to obtain that consent, and We provide a simple means by which the individual may easily request not to receive direct marketing communications from Us, and in each direct marketing communication with the individual, We include a prominent statement that the individual may make such a request, or We otherwise draw the individual's attention to the fact that the individual may make such a request and the individual has not made such a request from Us.

If you have general enquiry type questions, you can choose to do this anonymously or use a pseudonym. We might not always be able to interact with you this way however as we are often governed by strict regulations that require us to know who We are dealing with. In general, We will not be able to deal with you anonymously or where you are using a pseudonym when it is impracticable or we are required or authorised by law or a court/tribunal order to deal with you personally.

5. How you can access your personal information that We hold and seek the correction of such information

We will always give you access to your personal information unless there are certain legal reasons why We cannot do so. We do not have to provide you with access to your personal information if:

- We believe there is a threat to life or public safety;
- there is an unreasonable impact on other individuals;
- the request is frivolous;

- the information wouldn't be ordinarily accessible because of legal proceedings;
- it would prejudice negotiations with you;
- it would be unlawful;
- it would jeopardise taking action against serious misconduct by you;
- it would be likely to harm the activities of an enforcement body (e.g. the police); or
- it would harm the confidentiality of our commercial information.

If we cannot provide your information in the way you have requested, we will tell you why in writing. If you have concerns, you can complain by contacting us on 1800398723 or you can send us an email to [service @ fxtrading.com](mailto:service@fxtrading.com)

If you believe that is something wrong with the information, for example if you think that the information We hold is inaccurate, out of date, incomplete, irrelevant or misleading, please send us an email to [service @ fxtrading.com](mailto:service@fxtrading.com) so we can update your details.

If you are worried that We have given incorrect information to others, you can ask us to tell them about the correction. We will correct this if We can or We will notify you if We are unable to change the details

You can ask us to access your personal information that We hold by sending us an email to [service @ fxtrading.com](mailto:service@fxtrading.com)

We will give you access to your information in the form you want it where it is reasonable and practical to do so. We may charge you a small fee to cover our costs when giving you access, but We will always notify you of this first and this fee will not relate to you making a request for your information, only to give you access to the information.

We are required to help you ask for the information to be corrected if We cannot correct this for you. Accordingly, We may need to talk to third parties. However, the most efficient way for you to make a correction request is to send it to the organisation which you believe made the mistake.

If We are able to correct the information, We will notify you within five business days of deciding to do this. We will also notify the relevant third parties as well as any others you notify Us about. If there are any instances where We cannot do this, then We will notify you in writing.

If We are unable to correct your information, We will explain why in writing within five business days of making this decision. If We cannot resolve this with you internally, you are able to make a complaint via the Vanuatu Financial Services Commission (VFSC).

If We agree to correct your information, we will do so within 30 days from when you asked us, or a longer period as agreed between US and you.

If We are unable to make corrections within a 30 day time frame or the agreed time frame, We must notify you of the delay, the reasons for it and when we expect to resolve the matter, ask you to agree in writing to give us more time.

6. What effects does the GDPR have when accessing our sites / applications if you are an EU or UK citizen.

The goal of GDPR is to protect EU citizens from the misuse or loss of their personal information. If you are a citizen of the EU/UK, the legislation assists by allowing you to:

- 1) Ask what personal data WE are collecting and how it is being used ("Right to be Informed")
- 2) Unsubscribe from any of our emails at any time ("Right to Object")
- 3) Access the personal data WE have collected about you ("Right to Access")
- 4) Ask US to correct any inaccurate personal data ("Right to Rectification")
- 5) Export your personal data in an electronic format ("Right to Data Portability")
- 6) Require US to restrict processing of specific types of personal data ("Right to Restrict Processing")
- 7) Opt out of having your personal data used for profiling and in automated systems ("Rights in Relation to Data Profiling"), and
- 8) Ask for your personal data to be deleted (and be provided with an audit trail if requested) and third parties to stop using the data ("Right to be Forgotten").
- 9) How you can complain about a breach of the Privacy Principles, or a registered APP code (if any) that binds Us, and how We will deal with such a complaint.

7. How you can complain about a breach of the Privacy Principles, or a registered APP code (if any) that binds Us, and how We will deal with such a complaint

If an individual feels that We have breached our obligations in the handling, use or disclosure of their personal information, they may raise a complaint. We encourage individuals to discuss the situation with one of Our representatives in the first instance, before making a complaint.

The complaints handling process is as follows:

The individual should make the complaint including as much detail about the issue as possible, in writing to Us:

The Complaints Department

FXTRADING.com

Via email - service@fxtrading.com

Via Post mail: Level 27, 25 Bligh St, Sydney, NSW, 2000

We will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding Our findings and actions following this investigation.

8. Which overseas recipients and countries are We likely to disclose personal information to

We may store your information in cloud or other types of

networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it is not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information We share with them under a foreign law. In those instances, We will not be responsible for that disclosure.

9. Government Identifiers

Sometimes We may be required to collect government-related identifiers such as your tax file number. We will not use or disclose this information unless We are authorised or required to do so by law or the use or disclosure of the identifier is reasonably necessary for Us to verify your identity for the purposes of Our business activities or functions.

Complaints Handling Policy

Gleneagle Securities Pty Ltd

Gleneagle Securities Pty Ltd (hereinafter the “Company”) aims to provide superior services to all of its Clients.

The Company has appointed a Compliance Officer to efficiently ensure the proper handling of any complaints from the Clients. This is to allow the Company to resolve and apply mandatory measures to avoid any recurring issues.

Definition

The Company classifies a complaint as any objection and/or dissatisfaction that the Client may have with regards to the provision of the services provided by the Company. A complaint form is enclosed at the end of this policy.

Procedure

The Compliance Officer shall be responsible to ensure the proper handling of Client complaints, except in the case where the complaint involves the Compliance Officer, whereby the complaint shall be handled by the Representative Officer.

The Client may register a complaint by completing the complaint form, using any of the following options:

Email: jonathan.wine@gleneagle.com.au
Postal Address: 1st Floor, Govant Building, Kumul Highway, Port Vila, Vanuatu

1. When the Company receives the Client’s complaint then a written acknowledgement will be sent to the Client within 7 business days;
2. The Company will attempt a final response within 30 business days, however in case we are still not in a position to resolve the issue then the Company will notify you in writing stating the reasons for the delay and indicate an estimated time to resolve the issue;
3. A final response should be provided to the Client within 60 business days the latest from the date he submitted his complaint;
4. In the case where the complainant is still not satisfied with the Company’s final response, then the complainant can refer his complaint with a copy of the Company’s final response to the Vanuatu Financial Services Commission (VFSC) in Vanuatu for further examination.

The contact details for the Vanuatu Financial Services Commission (VFSC) in Vanuatu are set out below:

Address: Companies House, PMB 9023, Rue Bougainville, Port Vila, Vanuatu
Phone: (+678) 22247
Email: info@vfsc.vu
Website: <https://www.vfsc.vu/fees-help-support/contact-us/>

Client Records

The Client should provide all relevant documentations as well as any additional information requested by the Company in order to ensure all records are collected and the complaint is properly resolved on time.

All records will be kept safe as per local requirements and for a period of seven (7) years.

The complaint form can be found in the next page

Complaint Form

A. Client Information

Name:Account Number:

Address:Telephone Number:

B. Type of Complaint

Execution of Orders:

Quality or lack of information provided:

Terms and Conditions/Fees/Charges:

General admin/Customer Services:

Unauthorized business being offered:

Issue in relation to withdrawal of funds:

Other (specify):

C. Brief Summary of the Complaint

Please describe the product or service you are complaining about (description, evidence, amount and suggested way to be solved)

- Please enclose any other relevant documentation that may help us to handle the complaint.
- Possible documentation to be provided (client statement, correspondence with the Company as well as any other supporting documentation to be requested by the Company which is relevant to the Client's complaint)

Date & Place

Client Signature

For internal use only

Complaint Received
By:Date:

Acknowledgement sent Yes No

to Client:

Informed Client of initial Yes No

action:

Final response provided Yes No

to Client:

Holding response provided to Client: Yes No



Phone +61 (02) 8039 7366 **AU Tel Free Call** 1800 398 723

Email service@fxtrading.com

Address Level 27, 25 Bligh Street, Sydney NSW 2000, Australia

RISK WARNING: Foreign exchange and derivatives trading carry a high level of risk. Before you decide to trade foreign exchange, we encourage you to consider your investment objectives, your risk tolerance and trading experience. It is possible to lose more than your initial investment, so do not invest money that you cannot afford to lose. Seek advice from an independent financial or tax advisor if you have any questions. Product Disclosure Statement (PDS) is available at FXTRADING.com website.

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