

# ACCOUNT TERMS & CONDITIONS

## ACCOUNT TERMS & CONDITIONS

The following Account Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued terms & conditions, and shall apply to any existing arrangements currently operating between the parties. By executing an Account Application and/or undertaking any transaction with Alpha, you hereby agree to be bound by the following Account Terms & Conditions (as amended from time to time in accordance with clause 19(a)) (**Agreement**).

### 1. PURPOSE

The client wishes with Alpha, to deal in exchange-traded and over-the-counter financial products on their behalf in accordance with the Client's instructions from time to time, and in accordance with these Account Terms & Conditions.

### 2. DEFINITIONS & INTERPRETATIONS

a) In these Account Terms & Conditions, unless a different intention is expressed, the following terms shall mean:

“Account” means the account of the Client dealing in the financial products dealt by Alpha, which is established in accordance with these Account Terms & Conditions.

“Agent” means a legal entity undertaking a transaction or function on behalf of another legal entity but in its own name;

“Account Terms & Conditions” means the Account Application, these terms & conditions and any other documents annexed or incorporated by reference;

“Alpha” means Alpha Equities & Futures Ltd.

“Authorised Person” means a person authorised to bind the Client under these Account Terms & Conditions;

“Business Day” means a day on which trading banks in Melbourne Australia are open for business;

“Call Options” means an option which gives the buyer the right, but not the obligation, to buy the underlying assets, contract or commodity from the seller at (or before) a future point in time (the Expiry Date) at a pre-defined price (the Exercise Price).

“Clearing” means the process by which futures contracts and options on futures executed on a derivatives market are registered and cleared in the name of a Clearing Participant with the relevant Clearing & Settlement Facility.

“Clearing House” means any clearing and settlement facility, as that term is defined in Section 768A of the Corporations Act, from time to time operating in or authorised or appointed by any Licensed Market on which Alpha may trade, or where the market is not a Licensed Market, any other clearing house;

“Client” means the applicant(s) whose details appear on the Account Application;

“Close of Business” means the time at which the market of the Exchange, normally closes on any trading day of the Exchange;

“Contract” means any contract whether verbal or written, for the purchase or sale of a financial product, entered into by the Client;

“Corporations Act” means the Corporations Act 2001 (Cth);

“Derivatives” means an arrangement as defined in section 761D of the Corporations Act.

“EFP” means Exchange for Physicals. An EFP allows a futures position to be exchanged for a physical position in the underlying market at a price negotiated between the counterparties;

“Exercise Price” means the price at which the option holder may buy or sell the underlying instrument, as

defined in the terms of the option contract.

“Executing Counterparty” means the counterparty Alpha arranges to execute the Financial Product transaction on behalf of the Client.

“Expiry Date” means in relation to a futures option, the last day on which the holder of an option can exercise his right to buy or sell the underlying futures contract;

“Financial Product” has the meaning given to it in the Corporations Act and includes derivatives, whether traded on an eligible exchange or over-the-counter. In this document it also means any investment whether or not it is a financial product within the meaning of the Corporations Act;

“Foreign exchange contracts” means ‘foreign exchange contracts’ as defined in section 761A of the Corporations Act and includes ‘derivatives’, as defined in section 761D of the Act, that are foreign exchange contracts.

“Futures Exchange” means a financial market that is either authorised by an Australian market licence in accordance with the Corporations Act or a market regulated outside Australia;

“Initial Margin” means an amount required to be deposited by the Client with the Executing Counterparty to open and/or maintain a position.

“Licensed Market” means a market that has an Australian market licence as that term is defined in s761A of the Corporations Act.

“Long position” means a bought position in a derivative or equity.

“Margin” means the balance of the amount of cash required to cover dealing through a Trading Account. It also means an initial deposit or a margin payment, by whatever terms they are described, and any like payments.

## Account Terms and Conditions

“Margin Call” means Initial Margin or Variation Margin or both, and is a demand for additional funds to be deposited in an account to meet margin requirements, either because of adverse price movements or an increase in Initial Margin requirements, within a timeframe specified by Alpha or an Executing Counterparty at its absolute discretion;

“Market Participant” means a participant as defined by the operating rules of ASX Limited (“ASX”) or the Sydney Futures Exchange Limited (“SFE”).

“Net free equity” means the amount of money you would have left in your account should all of your open positions be closed out at the current market price less any interest, fees or transaction charges (gross liquidation value) less your Margin requirement;

“Operating rules” means the rules, regulations, customs and practices from time to time of any exchange, Clearing House or other organisation or market involved in the execution or settlement of a financial product transaction or contract;

“Put Option” means an option where the buyer has the right, but not the obligation, to sell the underlying asset, contract or commodity at, or before a future point in time (the Expiry Date) at a pre-defined price (the Exercise Price);

“Relevant Exchange” means, in relation to a derivatives or equities transaction, the financial market on which the product is quoted and is able to be traded;

“Short position” means a sold position in a derivative or equity.

“Takeover Bid” means an off-market or on market bid made by the Client under Chapter 6 of the Corporations Act.

“Trading Account” means an account held by an Executing Counterparty in the name of the Client. Funds may be withdrawn and deposited in accordance with the Client’s trading instructions.

“Trust” means where the Client is a trust, the trust governed by the Trust

deed as varied, substituted, supplemented or resettled from time to time.

“Trust Deed” means where the Client is a Trust, the trust deed governing the Trust, as varied, substituted, supplemented or resettled from time to time.

b) Headings are for convenience only and shall not affect the construction and interpretation of these Account Terms & Conditions.

c) The singular includes the plural and vice versa.

d) Reference to a person or individual includes bodies corporate, unincorporated associates, partnerships and individuals.

e) If there is any conflict between these Account Terms & Conditions and the relevant Operating Rules, the Operating Rules shall prevail.

f) Any reference in these Account Terms & Conditions to any law, statute, regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such modification or re-enactment).

“Variation Margin” is determined by reference to the market value of the particular position at the close of business each day. In other words, each contract is effectively marked to market on at least a daily basis. It means the amount deposited with the Executing Counterparty including any increase or reduction arising from a revaluation of an open position or settlement of a closed position;

### 3. CLIENT REPRESENTATIONS AND WARRANTIES

The client represents and warrants to Alpha, each time it trades, that:

a) These Account Terms & Conditions constitute a legal, valid and binding obligation of the Client;

b) The Client will not enter into a Financial Product transaction as or by way of a wager and that all orders to be placed and all trading to be conducted under these Account Terms & Conditions are lawful;

c) In executing and giving effect to these Account Terms & Conditions, the Client does not and will not infringe any provision of any other document or agreement to which the Client is a party, nor any law or judgement/order binding upon it;

d) Where the Client is more than one person, that all decisions made, and instructions issued, pursuant to these Account Terms & Conditions, are made on a fully informed and agreed basis by all the parties to the account;

e) The Client is not an employee or the close relative of an employee of any exchange participant;

f) All information supplied to Alpha by the Client is, or at the time it is supplied will be, accurate in all material respects and the client will not omit or withhold any information which would make such information inaccurate in any material respect;

g) The Client shall, where so required, provide to Alpha a valid and binding guarantee and indemnity in favour of Alpha as a precondition of entering into these Account Terms & Conditions;

h) The Client will provide to Alpha on request, such information regarding its financial and business affairs and/or identity, as Alpha may reasonably require;

i) In executing these Account Terms & Conditions, the Client will appoint Alpha as its agent for the purpose of dealing in Financial Products in accordance with these Account Terms & Conditions.

j) The Client and Alpha are bound by the applicable financial product laws, Corporations Act, applicable Operating Rules, customs, usages and practices

## Account Terms and Conditions

(as modified from time to time) of the relevant exchange and clearing houses where any dealing takes place;

- k) The Client will take all reasonable steps to obtain and communicate to Alpha all information, and shall deliver or cause to be delivered to Alpha all documents with respect to dealings in the Financial Products which are requested by any person having the right to request such documents and information. The Client authorises Alpha to pass on/deliver all such information and documents to any such person;
- l) The Client is not insolvent, and if the Client is a corporate client, no resolution has been passed and no petition has been presented or order made for the Client's winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator or other insolvency official to the Client or any of its assets;
- m) The Client has taken all reasonable steps to obtain professional advice and properly understand the Financial Products and applicable terms relevant to the Client's proposed trading activities, and has determined that they are appropriate for the Client's personal financial needs, objectives and circumstances.
- n) Alpha relies on representations and warranties made by the Client. These representations and warranties and those contained elsewhere in these Account Terms & Conditions, survive the entering into of these Account Terms & Conditions and are repeated in respect of each Financial Product transaction.

The Client represents and warrants that, in relation to any Takeover Bid, whether successful or unsuccessful:

- o) The Client will make all reasonable enquiries to ensure that it has reasonable grounds to believe that any statements in any bidder's statement or other document will comply with the

content requirements of Chapter 6 and other requirements of the Corporations Act;

- p) The Client will implement a due diligence process it is satisfied is adequate to ensure that all enquiries are reasonable in the circumstances to identify and verify information that should be disclosed in any bidder's statement or other document to ensure the documents comply with the Corporations Act and in particular are not misleading or deceptive;
- q) The Client will ensure that it has a reasonable basis for making any statement in a bidder's statement or other document that is forward looking or a statement of belief or opinion.
- r) The Bidder shall within 24 hours of any request by the Trading Participant being made deposit with it such sum (in cleared funds) as in the sole discretion of the Trading Participant shall be sufficient as moneys on account of the Bidder's liability to indemnify the Trading Participants pursuant to this deed of indemnity including the Bidder's liability to indemnify the Trading Participant in respect of Costs, and all other amounts owing by the Bidder under this deed.
- s) For the purposes of clause 3 r), a request by the Trading Participant includes a request by Alpha, however any deposits requested are made with the Trading Participant.

#### 4. CAPACITY TO ENTER INTO THESE ACCOUNT TERMS & CONDITIONS

The Client represents and warrants to Alpha, each time it trades, that:

- a) The Client is duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and has full power and authority to enter into, and has taken all necessary steps to enable it to lawfully enter into, these Account Terms & Conditions and the

transactions contemplated by it, and perform its obligations under it;

- b) The person executing these Account Terms & Conditions has full power and authority to execute the Agreement on behalf of the Client, and bind the entity (whether individual, company, partnership or otherwise);
- c) Where the Client is a Trustee (including the trustee of a superannuation fund)
  - i. The Trust has been duly constituted, is valid and complies with all applicable laws;
  - ii. The Trust Deed has been executed and stamped, in accordance with the laws of the relevant State or Territory of Australia;
  - iii. The Client is the only Trustee of the Trust;
  - iv. The property of the Trust has not been resettled, set aside or transferred to any other Trust or settlement and the Trust Deed has not been terminated and the date or any event for vesting of the Trust's property has not occurred;
  - v. The Trust Deed specifically empowers and authorises dealings in financial products; and such dealing are within the authorised ambit of the Trust's investment strategy;
  - vi. All obligations under, and transactions contemplated by, these Account Terms & Conditions constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with their terms;
  - vii. The Client has an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it in its dealings with Alpha, and the

## Account Terms and Conditions

Trust's property is sufficient to satisfy that right of indemnity or exoneration;

- viii. The Client has complied with its obligations in connection with the Trust;
  - ix. The Client shall provide Alpha with 30 days written notice of any change in the Trustee;
  - x. There is no conflict of interest on the Client's part in entering into these Account Terms & Conditions and performing its obligations under it or the transactions contemplated by it; and
  - xi. If the Client is a superannuation fund, it complies with all requirements outlined in the *Superannuation Industry (Supervision) Act 1993* and;
- d) Where the Client is an investment manager or a Responsible Entity, the investment management agreement or constitution specifically empowers and authorises dealings in the Financial Products, by the Client and on behalf of their underlying clients; and
- i. such dealings are within the authorised ambit of the/each underlying Client's investment strategy;
  - ii. the Client will enter into transactions pursuant to the applicable investment management agreement as investment manager or Responsible Entity and not otherwise;
  - iii. the Client will only deal in Financial Product transactions when the funds or other assets under its control are sufficient to meet the obligations which arise in connection with such dealing;
  - iv. in the event of termination of the Client's appointment as investment manager or Responsible Entity of the Client, it is authorised to

arrange for closing out of all contracts entered into on behalf of the client prior to the date of such termination as soon as possible; and

- v. the Client repeats each of these representations and warranties in relation to both itself and its underlying clients.

### 5. ACCOUNT ESTABLISHMENT

- a) Alpha agrees, in its sole discretion, to assist in establishing an account with the Executing Counterparty in the name of the Client, who is the person named as the holder of the account.
- b) Where the Client is more than one person, the account shall be established in their names as joint tenants and each party to such joint account shall be jointly (together) and severally (individually) liable.
- c) No one except the Client has an interest in the Client's account with the Executing Counterparty opened for the purposes of these Account Terms & Conditions.
- d) If the Client does not provide Alpha with a tax file number or details of exemption, the Executing Counterparty shall be legally obliged to deduct tax from interest payments at the highest marginal rate plus Medicare levy.
- e) Alpha may direct the use of the funds in the Client's Trading Account held with an Executing Counterparty in accordance with the Client's instructions. The Client acknowledges that this serves as sufficient written authorization for Alpha to direct the withdrawal (without notice to, or further authorisation from, the Client) of any money deposited into such account to be used by the Executing Counterparty for this purpose. The Client has no interest in or claim over Alpha's contracts (if any) with any other person or in the accounts into which the Executing Counterparty lodges

or pays the funds which were withdrawn from the Trading Accounts.

### 6 RISK DISCLOSURES

- 6.1 The Client represents and warrants to Alpha that:
- a) they have received, read, understood and accepted the risk disclosures contained in the Product Disclosure Statement provided by Alpha's executing counterparty prior to executing these Account Terms & Conditions in relation to the financial products to be traded and contained herein;
  - b) they have received, read, understood and accepted the disclosures in Alpha's Financial Services Guide (FSG)
  - c) the Client acknowledges, recognises and understands that trading and investment in these financial products is speculative, may involve an extreme degree of risk and significant loss, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit;
  - d) the Client has read these Account Terms & Conditions and understands that any advice given by Alpha is general advice only, and the Client must consider its objectives and financial situation form its own opinion as to whether its dealing in the Financial Products is suitable for the Client's needs and purposes;
  - e) the Client has taken such independent legal and financial advice as the Client considers necessary prior to executing these Account Terms & Conditions;
  - f) the Client is willing and able, financially and otherwise, to assume the risk of trading in high risk investments;
- 6.2 The Client acknowledges that neither Alpha nor any associated entity guarantees the performance of any given financial product or account nor

## Account Terms and Conditions

that any financial product or account will achieve a particular rate of return;

6.3 The Client acknowledges that they have read, understood and accepted the Risk Disclosure section of these Account Terms & Conditions.

### 7 CLIENT ACKNOWLEDGEMENTS

The Client acknowledges to Alpha that:

- a) Alpha will deal or instruct third party Executing Counterparties to deal on behalf of the Client, in the Financial Products;
- b) Alpha will utilise the execution and settlement services of appropriately licensed third party Executing Counterparties on behalf of the Client in order to provide the services detailed in these Account Terms & Conditions;
- c) Dealings in the Financial Products may create an obligation to give or take delivery or make a cash adjustment in accordance with the terms of the relevant transaction;
- d) Where a Financial Product has no maturity date or defined term, open contracts shall continue until such date as they are closed;
- e) All dealings executed on behalf of the Client pursuant to these Account Terms & Conditions shall be at the absolute discretion of Alpha and without further reference to or approval by the Client. In particular, Alpha shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with the operating rules and all other applicable laws and regulatory decisions;
- f) The Executing Counterparty may act as principal in respect of the Financial Products trades instructed by Alpha on behalf of the Client regardless of whether Alpha is acting on Client instructions or not;

g) Subject to applicable legal/regulatory requirements, the Client consents where the Executing Counterparty either knowingly or unknowingly takes the opposite side to the Client in relation to any of the Financial Product transactions;

h) Subject to applicable legal/regulatory requirements, the Client agrees and acknowledges that Alpha's directors, employees and associates may and can deal on their own account;

i) Alpha reserves the right, at its sole discretion and without explanation, to refuse to deal on behalf of the Client in relation to any exchange traded or over-the-counter financial products (other than closing out existing open positions) or to limit the number of open positions held on behalf of the Client or both. Alpha will inform the Client of any refusal before or as soon as practicable after such refusal;

j) Where errors have occurred in the pricing of transactions quoted by Alpha to the Client, Alpha reserves the right to not to be bound by such contract where Alpha is able to substantiate to the Client that there was a material error at the time of the transaction;

k) In dealing in the Financial Products on behalf of the Client or for any other purpose under these Account Terms & Conditions, when Alpha and/or the Executing Counterparty needs to buy/sell foreign currency from time to time, the applicable exchange rate shall be any widely recognised and published foreign exchange rate selected by Alpha in its sole discretion available on the date the Client's money is exchanged;

l) Reports to the Client on the execution of contract notes by the Executing Counterparties, the content of such contract notes, open position

statements and monthly statements, unless otherwise objected to within 24 hours after communication to the Client, shall be deemed proof of the accuracy of such contents and their execution in accordance with these Account Terms & Conditions;

m) A notice issued by an authorised officer or agent of Alpha stating the amount of money due and payable by the Client shall be taken as final evidence thereof in the absence of manifest error;

n) All determinations and calculations made by Alpha under these Account Terms & Conditions will be binding on the Client in the absence of manifest error;

o) Anything Alpha is permitted to do in accordance with these Account Terms & Conditions may be done in its absolute discretion, and any opinion or view required to be formed by Alpha may be formed in its absolute discretion.

### 8 ALPHA REPRESENTATIONS

Alpha seeks to act honestly, exercise due care and diligence and act in the Client's best interests at all times. Alpha will give priority to Client interests and undertakes that it will not misuse Client Information. Alpha will use reasonable endeavours to execute or arrange the execution of the Client's instructions.

Any advice given by Alpha is general advice only. Alpha does not give personal advice of any kind.

### 9 AUTHORISATIONS & INSTRUCTIONS

#### 9.1 General

- a) The Client hereby authorises Alpha to trade in the Financial Products on their behalf pursuant to the prior instruction of the Client, or otherwise in accordance with Alpha's rights elsewhere under these Account Terms & Conditions.

## Account Terms and Conditions

- b) The Client may provide Alpha with verbal or written instructions (including via e-mail) and Alpha may acknowledge instructions verbally or in writing as appropriate.
- c) Alpha may, in its sole discretion and without explanation, refuse to act upon any instruction.
- d) If the Client is more than one person, Alpha may act upon instructions received from any one person who is, or appears to Alpha to be, such a person, whether or not such person is an Authorised Person.
- e) The Client may authorise any other person (Authorised Person) to give instructions (via the agreed methods) on its behalf and Alpha is entitled to act upon instructions which are or appear to be from the Client or any Authorised Person. It is the Client's responsibility to notify Alpha in writing immediately if there is any change to the Authorised Person list provided pursuant to these Account Terms & Conditions;
- f) Persons may only be appointed as Authorised Persons where they are an employee or director of a corporate Client, they are a family member appointed to act in the temporary absence of an individual Client, or where they are or act for an Australian financial services licensee with respect to the relevant activities.
- g) Alpha is under no obligation to accept any instruction that is not made by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an Authorised Person.
- h) Should Alpha receive any instruction that it reasonably believes is from an Authorised Person, Alpha will not be liable for any properly performed action or omission by Alpha in reliance on that instruction.
- i) Alpha shall not be liable for any act or omission by Alpha in reliance on any instruction given or action taken by any person acting or purporting to act on behalf of the Client.
- j) The Client is obliged to keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;
- k) Mere transmission of an instruction by the Client shall not constitute a binding contract with Alpha until confirmed by Alpha via the trade confirmation from an Executing Counterparty;
- l) The Client has appointed Alpha as its agent for the purposes set out in these Account Terms & Conditions and conferred upon Alpha authority to do, or omit to do, all things reasonably necessary to perform its functions and all things reasonably incidental to the performance of its functions;
- m) The Client will execute or otherwise authorises Alpha to execute all such agreements as required to enable the provision of the services contemplated in these Account Terms & Conditions. The Client appoints Alpha as the Client's attorney to do all things necessary to enter into such agreements on the Client's behalf;
- n) The Client shall promptly provide any instructions to Alpha, which Alpha may require. If the Client does not provide such instructions promptly Alpha may, in its absolute discretion, take such steps at the client's cost, as Alpha considers necessary or desirable for its own protection or the protection of the Client. This provision also applies in situations when Alpha is unable to contact the Client;
- o) If the Client does not provide Alpha with notice of its intention to exercise an option or another Financial Product transaction which requires an instruction from the Client at the time stipulated by Alpha, Alpha may treat the option or the transaction as abandoned by the Client. If a transaction can be prolonged on expiry, Alpha may in its absolute discretion, choose to prolong or to close such transaction; and
- p) In general, Alpha shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act within a reasonable time frame in the context of the nature of the instruction. However, if after instructions are received, Alpha believes that it is not reasonably practicable to act upon such instructions within a reasonable time frame, Alpha may defer acting upon those instructions until, in its reasonable opinion, it is practicable to do so or notify the Client that Alpha is refusing to act upon such instructions.

### 10 ENTERING INTO A FINANCIAL PRODUCT TRANSACTION

- a) The Client may request on any given Business Day, via telephone or otherwise, Alpha to quote a price at which an Executing Counterparty may be prepared to enter into a Financial Product transaction. The Client acknowledges that a price quotation pursuant to this request does not constitute an offer to enter into a new or close an existing Financial Product.
- b) Upon receiving the quote from Alpha, the Client may via telephone or otherwise offer to enter into a Financial Product transaction with Alpha at the price quoted by Alpha.
- c) Alpha is in no way obliged to accept the Client's offer to enter into a Financial Product transaction and, without limitation, is not obliged to accept the Client's offer to

## Account Terms and Conditions

enter into a Financial Product transaction, if the Client has exceeded or would exceed a predetermined limit imposed on the Client under these Account Terms & Conditions; or until the Executing Counterparty has received from the Client the Initial Margin, where required, in the form of cleared funds. Alpha will promptly advise the Client should Alpha decide not to accept a Client's offer to enter into a Financial Product transaction.

- d) The Initial Margin required to enter into a Financial Product transaction, if not already received from the Client, will be payable to the Executing Counterparty, upon acceptance by Alpha of the Client's offer to enter into the Financial Product transaction.
- e) Should Alpha accept the Client's offer to enter into a Financial Product transaction, the Executing Counterparty will issue to the Client an electronic confirmation shortly after the Financial Product transaction has been entered into. This confirmation will be in the form of a deal confirmation. Failure by Alpha or the Executing Counterparty to issue a deal confirmation will not prejudice or affect the relevant Financial Product transaction. Alpha will not bear any liability whatsoever resulting from the failure to issue a deal confirmation.
- f) The Client agrees to examine the terms of each deal confirmation immediately upon receipt and the Client agrees that the contents of the deal confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless within 24 hours of issue of a deal confirmation the Client notifies Alpha of any disputed detail in the deal confirmation received by the Client. Upon receipt of written notice within the 24 hour period of the disputed detail, Alpha will investigate the dispute and with the co-operation of the Client, will

endeavour to resolve the dispute in good faith. Notwithstanding any such dispute, the Client will continue to satisfy any obligation to pay Margin Calls made by Alpha or an Executing Counterparty in respect of the transaction as if the deal confirmation was correct and its details were not the subject of dispute.

- g) In its absolute discretion, Alpha reserves the right to limit the value of Financial Product transactions the Client may have outstanding under these Account Terms & Conditions. Should the Client wish to enter into any further Financial Product transactions, the Client must seek and obtain approval from Alpha, which Alpha may grant or refuse in its absolute discretion.

### 11 EXECUTION OF ORDERS

- a) Alpha undertakes and the Client acknowledges that in respect of dealings in the Financial Products, and in compliance with the applicable Corporations Act and Exchange operating rules requirements, Alpha shall arrange for the execution of all dealings in the sequence in which they are received and recorded, unless it would be fair and equitable to allocate such contracts on a different basis;
- b) Alpha and any Executing Counterparty shall provide the Client with contract notes in accordance with applicable laws and regulation;
- c) It is the responsibility of the Client on receipt to carefully check all transaction confirmations and statement documentation (whether received/accessed electronically or otherwise) and to bring any errors or omissions to the attention of Alpha in writing within the time specified by Alpha. In the absence of such written objection, the contract notes and monthly statements shall

be deemed correct in all respects; and

- d) Orders may be placed as market orders to buy or sell an instrument as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various instruments offered. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are thus not guaranteed executable at the specified level or amount, unless explicitly stated otherwise by Alpha. The Client acknowledges that due to the potential for adverse market movements to occur quickly, a stop order may be filled at a price worse (or possibly much worse) than the price specified in the order.
- e) Alpha may at its discretion aggregate the Client's orders with its own orders or orders of associates and/or persons connected with Alpha including employees and other clients. In addition, Alpha may split the Client's orders. Orders will generally be aggregated or split where Alpha reasonably believes it to be in the overall best interest of Clients, but the client acknowledges that on some occasions the consequence of the aggregation or splitting may result in a less favourable price than could have been obtained if the Client's order had been executed separately.

### 12 DEPOSITS AND MARGINS

The Client agrees and acknowledges that:

- a) Alpha may advise the Client of the need to provide an initial or variation deposit or Margin by

## Account Terms and Conditions

way of the payment of money, in such amount as determined by Alpha in its sole discretion, feels is necessary to protect itself from the personal obligation incurred by arranging for the dealing in the Financial Products on behalf of the Client. Prior to entering into a Financial Product transaction, Alpha requires the Client to deposit cleared funds into a Trading Account with an Executing Counterparty. The amount required and the time at which it is required will be at the absolute discretion of Alpha or the Executing Counterparty. Alpha and Executing Counterparties are not obliged to permit any offset of any moneys so required;

- b) Alpha reserves the right whenever it deems appropriate to raise or lower the Initial Margin or deposit requirements, which may apply to existing positions as well as to new positions. The Client will comply with and meet all such calls in accordance with these Account Terms & Conditions by depositing in cleared funds, the sum requested within the time period specified by Alpha or the Executing Counterparty. Alpha may determine the amount and time period for payment in its absolute discretion. Should Alpha require additional funds from the Client to pay Variation Margin ("Margin Call") the Client must pay the amount called by Alpha or the Executing Counterparty immediately upon being given notice. In all respects, time shall be of the essence for all payment obligations of the Client;
- c) Should Alpha or the Executing Counterparty make a Margin Call, the Client acknowledges and agrees that Alpha may refuse any request by the Client to enter into any further Financial Product transaction positions until Alpha has confirmed the receipt of the Margin Call amount in the form

of cleared funds in the account of the Executing Counterparty

- d) Any exercise by Alpha of any power or right under this clause, including, without limitation, the Margin Call, shall be binding on the Client;
- e) Alpha may, in its discretion, request the Client to make all Margin Call and deposit payments with respect to any exchange traded or over-the-counter Financial Product transactions directly to the Executing Counterparty. Alpha agrees that any payments made by the Client to the Executing Counterparty pursuant to such a request will satisfy the Client's obligation to make payments to Alpha;
- f) Liability for a deposit or Margin arises at the time it is executed irrespective of the time at which any call is made, and such liability is not limited to the amount, if any, deposited with the Executing Counterparty;
- g) The Client is responsible to pay any deficit owing to the Executing Counterparty after closure, and if the Client defaults or refuses such payment, the Executing Counterparty may apply the proceeds of any of the Client's assets held by the Executing Counterparty against that deficit;
- h) A Margin Call must be met within the timeframe required by Alpha or an Executing Counterparty at its absolute discretion. A Margin Call is not considered to be met UNLESS and UNTIL cleared funds have been received by the Executing Counterparty in the nominated account.
- i) Should the Client fail to meet a Margin Call, Alpha may without prejudice to any other rights or powers under these Account Terms & Conditions, and in its absolute discretion, close out, without notice, any or all of the Client's exchange traded or over-the-counter Financial

Product contracts or refuse any request by the Client to enter into any further contracts;

- j) No credit shall be extended directly or indirectly to the Client by Alpha, unless otherwise agreed in writing;
- k) Margin deposited by the Client will not fall due for repayment until the Client's obligations under these Account Terms & Conditions and under or in respect of any other account between Alpha and the Client are satisfied in full. Until this time, Margin will not constitute a debt due from Alpha to the Client nor will the Client have any right to receive payment of these funds.

### 13 COMMISSION FEES AND EXPENSES

- a) The Client agrees to pay:
- (i) All legal costs incurred by the Client associated with entering into these Account Terms & Conditions and all taxes and expenses incurred by the Client in connection with these Account Terms & Conditions;
- (ii) Commission upon the execution of any requested Financial Product transaction at such rate as is agreed separately between Alpha and the Client, as well as an amount equal to any other fee charged or levied on Alpha, or other expense incurred by Alpha, arising from any action taken pursuant to these Account Terms & Conditions;
- (iii) All stamp duty, duties and taxes (including GST) payable on or pursuant to these Account Terms & Conditions;
- (iv) All amounts payable as a result of making or taking delivery or making cash adjustment in accordance with the terms of an

## Account Terms and Conditions

exchange traded or over-the-counter Financial Product transaction;

- (v) All amounts incurred by Alpha as a result of the Client's default under these Account Terms & Conditions, including without limitation, all reasonable legal costs on a solicitor/client basis;
- (vi) Interest, in respect of any unpaid amount due under these Account Terms & Conditions, at a rate of up to four per cent per annum over the cash rate of the Reserve Bank of Australia (or of such monetary authority as may replace it). Such interest shall accrue and be calculated daily from the date payment was due until the date the Client pays in full and shall be compounded monthly; and
- b) The Client authorises Alpha to appropriate, transfer, credit, apply or pay monies that may be received by the Executing Counterparty on the Client's behalf in payment of any amounts which may be outstanding by the Client to Alpha or Alpha's agent in a transaction effected on the Client's behalf.
- c) Where amounts are payable by one party to the other, netting principles shall apply to enable the party owing the larger amount to pay the excess only to the other party. Amounts may be converted into the same currency in accordance with these Account Terms & Conditions.
- d) Alpha may, in its absolute discretion reduce or waive the minimum deposit amount, the minimum account balance or interest rates on debit balances, fees (including royalties or fees for third party services) or transaction charges, for individual Clients or for classes of Clients, for any length of time, with or

without conditions, without notice.

- e) The Client acknowledges that should they effect a Financial Product transaction through Alpha, the Client must pay all transaction charges, fees, Margin Calls, Settlements, interest and any other amounts due under these Account Terms & Conditions on demand by Alpha in cleared funds or otherwise as required in accordance with these Account Terms & Conditions.
- f) The Client confirms and acknowledges that Alpha is permitted to deduct, without further reference to the Client, charges relating to any services provided by Alpha including administration charges (including but not limited to fees associated with returned cheques, payment processing, debt collection and telephone transcript copies) from the Client's account held with the Executing Counterparties during the full term of these Account Terms & Conditions whilst the Client utilises such services.
- g) Any commissions payable by the Client with respect to dealings conducted on behalf of the Client by their financial adviser will be deducted from the Client's account by the Executing Counterparty for remittance to the Client's financial adviser pursuant to details provided in writing by the Client to Alpha. Adviser commissions are payable immediately upon the entering into and the closing of a Financial Product transaction.
- h) Payments by the Client to the Executing Counterparty in accordance with these Account Terms & Conditions must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should the client be required to make any form of deduction in

respect of tax from any payment to be made or if Alpha is required to pay any tax in respect of any payment made in relation to these Account Terms & Conditions at the Client's request the Client agrees to keep Alpha indemnified against that tax and agrees to pay to Alpha any additional amounts required to ensure Alpha receives the full net amount that is equal to the amount Alpha would have received had a deduction, withholding or payment of tax not been made.

- i) The Client agrees that Alpha may at any time share transaction fees and charges with any other persons without being required to disclose the sharing of such fees and charges to the Client unless such disclosure is required by law.
- j) The Client agrees that Alpha may in its sole discretion change the applicable fees and charges from time to time, subject to such disclosure as required by law.
- k) The Client acknowledges that Alpha has a zero interest policy on Clients' excess funds and hence Clients do not receive any credit interest on any surplus funds. However, any interest accrued due to debit balances in any currency will be debited to the Client's account by the Executing Counterparty.

### 14 DELIVERY

The Client agrees and acknowledges that:

- a) Alpha may, at its sole discretion, allow entry into delivery against exchange traded positions;
- b) for contracts where there is no cash settlement, all open positions must be closed out in the current month, before the delivery period; and

## Account Terms and Conditions

c) Alpha is authorised by the Client to direct the Executing Counterparty to close out a position in the current month of a deliverable contract by entering into a contract which is the opposite of the original position.

### 15 DEFAULT

a) The Client acknowledges and agrees that where one of the following events occurs, Alpha may take any such action provided in Clause 15(c) below:

- i. the Client fails to meet a call for a deposit or Margin Call or make any other payment when due under these Account Terms & Conditions;
- ii. the Client is not contactable by Alpha (and has not made alternative arrangements) within the time specified by Alpha in order for Alpha to obtain instructions (where required);
- iii. the Client dies or becomes of unsound mind, or the partnership is dissolved or ceases to exist for any reason;
- iv. the Client suspends payment of its debts, makes any composition with its creditors, has a receiver appointed over some or all of its assets, takes or has any proceedings taken against it in bankruptcy or takes or allows any steps to be taken for its winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by Alpha) or any thing similar to any of these events happens to the Client anywhere in the world;
- v. the Client fails in any respect to fully and promptly comply with any obligations to Alpha under these Account Terms & Conditions or otherwise or if any of the representations or information supplied by the Client are or become inaccurate or misleading in any material respect;

vi. any guarantee, indemnity or security for the Client's obligations is withdrawn or becomes defective, insufficient or unenforceable in whole or in part;

vii. these Account Terms & Conditions have been terminated;

viii. it becomes or may become unlawful for Alpha to maintain or give effect to all or any of the obligations under these Account Terms & Conditions or otherwise to carry on its business or if Alpha or the Client is requested not to perform or to close out a transaction (or any part thereof) by any governmental or regulatory authority whether or not that request is legally binding; or

ix. Alpha considers it necessary to do so for its own protection.

b) If the Client becomes aware of the occurrence of any event referred to in clause 15(a) above, it shall notify Alpha immediately.

c) If any event referred to in Clause 15(a) above takes place, Alpha shall at its absolute discretion be entitled, but not obligated to, and at the expense of the Client:

i. terminate the Agreement immediately;

ii. close out any or all of the Client's contracts;

iii. close out, exercise or abandon any option not yet exercised;

iv. cover positions by entering into further contracts;

v. cancel any outstanding orders in order to close the Client's account;

vi. convert any amount owed by the Client to Alpha into Australian currency at any time on or after payment is

due (until payment is received in full);

vii. satisfy any obligation the client may have to Alpha out of any money belonging to the Client in Alpha's custody or control, to a maximum amount equal to all sums due or to become due to Alpha from the Client;

viii. charge the Client with all of the costs, expenses and losses incurred by Alpha as a result of entering into, or closing out transactions pursuant to these Terms & Conditions; and

ix. to take any such action a reasonably prudent person would take in the circumstances to protect the personal obligation incurred when dealing on behalf of the Client.

### 16 INDEMNITY

a) The Client will indemnify and keep indemnified Alpha and its employees, contractors or agents from and against any cost, expense, claim, action, suit, loss, damage or other amounts whatsoever arising out of any default, whether by act or omission, of the Client under these Account Terms & Conditions or anything lawfully done by Alpha in accordance with these Account Terms & Conditions or by reason of Alpha complying with any direction, request or requirement of an exchange or its Clearing House or other regulatory authority.

b) The Client will indemnify Alpha and its employees, contractors or agents from and against any cost, expense, claim, action, loss, damage or other amounts whatsoever arising out of the Takeover Bid, whether successful or unsuccessful, including but not limited to , or in connection with, a contravention of the Corporations Act, non-compliance with the ASX Listing Rules or a declaration

## Account Terms and Conditions

- or order made by the Takeovers Panel, to the extent that Alpha is not negligent, fraudulent or wilfully defaults.
- c) The Client agrees that no act or omission of Alpha (including any related failure to satisfy any of its obligations under these Account Terms and Conditions) will constitute fraud, negligence or wilful default for the purposes of paragraph (b) above to the extent to which the act or omission was caused or contributed to by any failure of any other person to fulfil its obligations.
- d) Alpha shall not be responsible or liable in any way for any delay or error in the transmission or execution of any dealing by it under these Account Terms & Conditions caused by the Client or any other third party, including but not limited to trading floor or exchange system operational failure or action, bank delay, postal delay, failure or delay of any fax or electronic transmission or delay caused by accident, emergency or act of God.
- e) No warranty is provided by Alpha in relation to information or advice sourced from third parties, and all information or advice provided by Alpha to the Client is for the private use of the Client and is not to be communicated to any third party without the prior written consent of Alpha.
- f) Alpha makes no representation or warranty as to the results of dealing in the Financial Products, and shall not be liable for any damage or loss suffered or incurred by the Client arising out of or in connection with any advice, forecast, or opinion to the Client in relation to price movements or positions or the likely profitability of any transaction.
- g) These indemnities shall survive any termination of this Agreement.
- h) The Client declares it has read, understood and accepted all of these Account Terms & Conditions. The Client agrees that when entering into a Financial Product transaction with Alpha the Client is relying on its own judgment and, to the extent permitted by law, in the absence of negligence, fraud or dishonesty by Alpha or any of its employees, agents and representatives in relation to Alpha's activities as the holder of an AFSL, Alpha shall bear no responsibility or liability of any kind whatsoever with respect to any advice or recommendation given or views expressed to the Client, whether or not the advice, recommendation, or views expressed were as a result of a request by the Client, nor will Alpha be liable in any respect of any losses incurred by the Client resulting from dealing in any product or products offered by Alpha.
- i) Alpha will bear no liability whatsoever in respect of any private dealings, contracts, transactions or relationships between the Client and any of Alpha's employees or agents.
- j) In the absence of negligence, fraud, dishonesty or misconduct by Alpha or any of its employees, agents and representatives and to the full extent of the law, Alpha bears no responsibility or liability for any Client's losses or damages whatsoever incurred as a result of any delay in transmitting or a failure to transmit funds caused by reasons outside the control of Alpha or as a result of Alpha's failure to execute orders in a timely manner or administer these Account Terms & Conditions in the manner contemplated by these Account Terms & Conditions for reasons beyond its control and without limiting the indemnity in this clause, the Client indemnifies and agrees to keep Alpha and its employees, agents and representatives indemnified against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and other amounts whatsoever arising in respect of any such loss or damage. Reasons outside Alpha's control may include but are not limited to, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes or war.
- k) All such available exemptions and limitations of liability shall apply in respect of Alpha's employees, officers, agents and representatives.

### 17 DISPUTE RESOLUTION

If a dispute arises between Alpha and the Client relating to any transaction (a "Disputed Transaction"), Alpha may close out or take any other action it considers appropriate in relation to the Disputed Transaction without previously notifying and/or without having received instruction from the Client. Alpha will try to notify the Client (verbally or in writing) of action it has taken, as soon afterwards as it practically can, but if it does not, the validity of its action shall not be affected.

### 18 TERMINATION

- a) This Agreement can be terminated at any time by either party giving 10 Business Days written notice to the other party.
- b) Unless otherwise agreed in writing between the parties upon termination of this Agreement Alpha will close out all of the Client's exchange traded or over-the-counter Financial Product transactions and will close out, abandon or exercise any option not yet

## Account Terms and Conditions

exercised, at Alpha's discretion.

- c) Should any event occur which has the effect of making or declaring it unlawful or impracticable for Alpha to offer Financial Product transactions to the Client in accordance with these Account Terms & Conditions, Alpha may immediately terminate this Agreement by providing the Client with written notice.
- d) Termination of the Agreement shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Account Terms & Conditions and will not relieve the Client of any obligations the Client may owe to Alpha in accordance with these Account Terms & Conditions prior to its termination.
- e) Rights under this Agreement can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of these Account Terms & Conditions. Failure to compel performance shall not be construed as a waiver.

### 19 GENERAL

- a) Alpha may amend these Account Terms & Conditions by giving the Client thirty days written notice of any amendments.
- b) In the event that any of the provisions contained in these Account Terms & Conditions are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- c) If a party fails to exercise or delays in exercising any right under these Account Terms & Conditions, by doing so it does not waive such right. The rights provided in these Account Terms & Conditions

do not exclude other rights provided by law.

- d) The Client may not assign or otherwise transfer its rights or obligations under these Account Terms & Conditions or any transaction, without the express written consent of Alpha.
- e) The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties. Clients shall be permitted access to such tapes up to 90 days after the date of the relevant telephone conversation, and shall be liable to Alpha for all reasonable costs in retrieving and providing such recording.
- f) The Client acknowledges and agrees that Alpha is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, Alpha may keep records of the contents and results of such searches in accordance with all current and applicable laws. The Client further permits Alpha to provide relevant information to a credit default agency of any type, in the event of breach of contract.
- g) Alpha reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter Terrorism Financing laws and regulations. Alpha may pass on information collected from the Client and relating to transactions as required by applicable anti-money laundering laws and regulations and is under no obligation to inform the Client it has done so. Alpha may

undertake all such anti-money laundering checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by Alpha, and reserves the right to take any action with regard thereto with no liability whatsoever therefore.

- h) Alpha reserves the right to provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.
- i) Time is of the essence in respect of the obligations of the Client contained herein or in relation to any transaction entered into pursuant to these Account Terms & Conditions.

### 20 PRIVACY

- a) In order to provide the Client with these services, Alpha needs to collect personal information about the Client and obtain the Client's agreement in relation to the handling of such personal information. If the Client does not provide the requested information or agree to the information handling practices detailed in these Account Terms & Conditions, Alpha may be unable to provide the services outlined in these Account Terms & Conditions to the Client.
- b) The Client shall ensure that all information provided to Alpha is accurate and up-to-date at all times. Any changes must be advised to Alpha as soon as practicable.
- c) Alpha has systems and processes in place to address privacy requirements, and has provided the Client with a Privacy Statement in its FSG. Alpha has a Privacy Policy which is available on request should the Client require further information about Alpha's information handling practices.

## Account Terms and Conditions

d) The Client authorises Alpha to collect, use, store or otherwise process any personal information which enables Alpha to provide and/or improve its services as described in its Privacy Policy. This may, on occasion, require the disclosure of personal information to our related entities, credit agencies, agents and service providers, and to organisations located in countries which do not have comparable laws to protect the Client's information.

### 21 NOTICES

All communications relating to these Account Terms & Conditions shall be in writing and delivered by hand or sent by post, facsimile, or, electronic mail to the party concerned at the relevant address. Any such communication shall take effect if delivered, upon delivery; if posted, two business days after it is posted to the party's last known address; if sent by facsimile, or,

electronic mail, at the time of transmission (and receipt of confirmation). Where the Client is more than one person, any notice or other communication provided by Alpha to one such person shall be deemed to have been provided to all such persons.

### 22 GOVERNING LAW

These Account Terms & Conditions are governed by and construed in accordance with the laws of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts and tribunals in that State.

## Account Terms and Conditions

### RISK DISCLOSURE SCHEDULE

This brief statement does not disclose all of the risks and other significant aspects of trading Financial Products, and must be read in conjunction with the Product Disclosure Statements issued for each of the financial products. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationship) into which you are entering and the extent of your exposure to risk and loss. Trading in these financial products is not suitable for many and you should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### EFFECT OF 'LEVERAGE' OR 'GEARING'

Transactions in margin foreign exchange, contracts for difference, futures and sold options carry a high degree of risk. The amount of the Initial Margin (or option premium) is small relative to the value of the contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Executing Counterparties to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the prescribed time, your position may be liquidated at a loss and you will be liable for any resulting deficit.

The placing of certain orders such as stop-loss orders, which

are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies such as 'straddles' and 'spreads' may be as risky as taking simple 'long' or 'short' positions.

### OPTIONS

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium, transaction costs and potential for loss.

The purchaser of options may offset or exercise the options or allow the option to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin. If the purchased option expires worthless, you will incur a total loss of your investment, which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep out-of-the-money options, you should be aware that ordinarily, chance of such options becoming profitable is remote.

Selling (granting or writing) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount if the option is exercised against them. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the

underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin. If the option is covered by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

### SUSPENSION OR RESTRICTION

Market condition (e.g. illiquidity) and/or the operation of the rules of certain markets may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Normal pricing relationships between the underlying interest and the futures contract or option may not exist, for example, where the underlying instrument is subject to price limits when the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

### TRANSACTIONS IN OTHER JURISDICTIONS

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

### CURRENCY RISKS

The profit or loss in transactions effected in foreign currency-denominated contracts (whether traded in your own jurisdiction or not) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## Account Terms and Conditions

### TRADING FACILITIES

Most trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider,

the market, the clearing house and/or member firms. Further, the result of any system failure may be that your order is not executed according to your instructions or is not executed at all.

### OVER – THE – COUNTER TRANSACTIONS

Where your transaction is effected off-exchange, it may be difficult or impossible to liquidate

an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, such transactions may involve increased risk. Further, off-exchange transactions may be less regulated or subject to a separate regulatory regime.