FXOpen AU Pty Ltd.
Level 25, 108 St Georges Terrace, Perth WA 6000, Australia
+ (61) 2 6145 2042, + (61) 8 6557 8587
www.fxopen.com.au

Client Agreement

FOR CONTRACTS FOR DIFFERENCE AND FOREIGN EXCHANGE CONTRACTS

June 20, 2023

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

FXOpen AU Pty Ltd.
Level 25, 108 St Georges Terrace, Perth WA 6000, Australia
+ (61) 2 6145 2042, + (61) 8 6557 8587
www.fxopen.com.au

1. Contents

1. Contents 2
1. Defined terms & interpretation 4
2. Terms of each CFD and FX Contract 9
3. Client Agreement 10
4. Trading Platform 10
5. Trading Platform security, defects and downtime 11
6. Risk Acknowledgement 12
7. Client acknowledgements as to advice received 12
8. Representations and warranties 12
9. FXOpen rights 13
10. Liability and Indemnity 14
11. Fees 16
12. Occurrence of Force Majeure Event 17
13. Suspension of Account 17
14. Account cancellation 17
15. Confidentiality 18
16. Dispute Resolution 20
17. Anti-money laundering 20
18. Recorded communications 21
19. GST 21
20. Notices 22
21. Assignment 22
22. Time of the essence 22
23. Miscellaneous 22
24. Waiver 23
25. Execution of this Agreement 24
SCHEDULE 1 – TRADING TERMS 25
1. Accounts 25
2. Margins requirement for FX Contracts and CFDs 26
3. Open positions 28
4. Orders 28
5. Amending orders 31
6. How the price of a CFD or FX Contract is determined 31
7. Certain Trades 31
8. Improper trades 31
9. Statements and Confirmation 31
10. Automated orders 32

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

SCHEDULE 2 – FEES 33
1. Commission 33
2. Rollover fees 34
3. Overnight Commission for Rollover fee-free Islamic Accounts 35
4. Corporate Action effects 36
5. Introducing Advisor Fee 36
6. Inactive accounts 36
7. Conversion fees 36
8. International transfers 36
9. Broker to Broker transfer fees 36
10. Credit card fees 37
11. Electronic payments fees 37
12. Tax charges 38
13. GST 38

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

1. Defined terms & interpretation

1.1. Defined terms

In this Agreement:

Agreement means this Agreement as amended from the time to time.

Aggregate close out protection amount means, in relation to open CFDs of a retail client at a time, an amount that is one of the following:

(a) in any case—at least 50% of the aggregate initial margin required for those open CFDs;

(b) if the margin (***current margin***) which FXOpen requires to be provided by the holder in relation to the holding of each open CFD at that time is equal to or greater than the initial margin that would have been required under the ASIC Order if the open CFD had been issued at the time the current margin was determined—at least 50% of the aggregate current margin for those open CFDs.

Account means an account on the Trading Platform opened by a Client in accordance with Schedule 1.

AML Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Business Day means a day on which banks are normally open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday.

Business Hours means the hours between 9.00 am and 5.00 pm, on a Business Day.

Base currency means the first currency listed in a currency pairing.

Buy order (long position) means an order Properly Submitted to 'buy' a particular volume of the particular instrument at a particular price or rate (for example particular volume of the quote currency to the base currency in the FX Contract).

Claim includes any claim, allegation, complaint, demand, dispute, suit, action, litigation, proceedings, or claim for compensation.

Client – a retail client who satisfies the minimum qualification criteria set by the FXOpen written policy and whose application to open an account was accepted by FXOpen.

Contracts for Difference (**CFDs**) are leveraged derivative contracts that allow investors trading in them to make a position on the change in value of an underlying asset such as shares, indices, commodities (oil, natural gas, precious metals), etc. without the need to physically own it.

Currency pairing means a pair of currencies (assets) that are traded on the Trading Platform and is made up of the first currency listed (base currency or asset) and the second currency listed (quote currency). The currency pairing shows how much of the quote currency is needed to purchase one unit of the base currency (asset).

Confidential Information means:

(a) all confidential, non-public or proprietary information of any kind relating to the business, technology or other affairs of the relevant party's business; and

(b) in respect of FXOpen, all written communications and other information supplied by FXOpen or acquired or generated by the Client in the course of complying with the Client's obligations under this Agreement, but does not include information that:

(c) is in the public domain other than by a breach of this Agreement;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(d) the recipient can demonstrate was made known to it prior to the disclosure of that information by or on behalf of the owner of that information;

(e) is developed by a party outside the scope of this Agreement (other than from Confidential Information obtained under this Agreement);

(f) is obtained by a party to this Agreement from a third party having the legal right to disclose that information to the first-mentioned party;

(g) is disclosed by order of or direction by any court, tribunal or other governmental authority where compliance with the order or direction is required by law; or

(h) is disclosed to an insurance broker or an insurance company for the purpose of obtaining insurance cover, provided that the insurance broker or insurance company has first entered into a confidentiality deed with the owner of that information.

Consideration has the meaning given by the GST Law.

Corporations Act means the Corporations Act 2001 (Cth).

Corporate action – any event that brings material change to a public company and affects its structure, stock or the securities issued by the company. A Corporate Action may include but is not limited to stock splits, dividends, mergers and acquisitions, rights issues and spin offs.

Foreign exchange is the exchange of one currency for another at an agreed exchange rate.

Foreign exchange contracts (**FX Contracts**) are economically equivalent products to CFDs that have currencies as the underlying assets. FX Contracts allow you to obtain exposure to and seek profit from movements in an underlying currency without the need to physically own it.

Force Majeure Event affecting a person means anything outside that party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and failure or delay in transportation and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, subcontractors, customers, governments or government agencies).

GST has the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of that

Taxable Supply.

GST Group has the meaning given by the GST Law.

GST Law has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth), or if that Act does not exist means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Important Disclosure is a single legal instrument that includes:

(a) this Client Agreement including Schedules 1 “Trading Terms”, Schedule 2 “Fees” and any other Schedule that may be added in future to it;

(b) the Product Disclosure Statement (PDS) for the CFDs and FX Contracts;

(c) the Financial Services Guide (FSG);

(d) the Target Market Determination (TMD) policy; and

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(e) any information FXOpen provides to Clients generally or to the Client specifically on the FXOpen Website or through the Trading Platform.

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Insolvency Event means any of the following:

(a) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;

(b) an application or order is made for the winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution, of a person;

(c) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them; or

(d) in the case of a person that is a corporation:

(i) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 7 days; or

(ii) a receiver or receiver and manager is appointed in respect of any property of the corporation.

Intellectual Property Rights means all intellectual property rights at any time recognised by any law including but not limited to:

(a) patents, copyright, circuit layouts rights, registered designs, trade marks, business names, moral rights and any right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of the rights referred to in clause (a).

Leverage means the extent that FXOpen will allows a Client to open a Buy or Sell order for CFDs or FX Contracts with a contract value greater than the balance the Client holds in the Client's Account.

Liability means any liability, loss, damage, remedy, cost and expense, fine, penalty, judgement, Tax (not including Tax on income) charge or disbursement of any kind whatsoever and includes:

(a) costs and internal costs incurred in connection with any Claim; and

(b) legal costs on an indemnity basis or solicitor and own client basis, whichever is higher.

Login Details means the username and password FXOpen may provide the Client with, or as modified by the Client from time to time, granting the Client access to the Trading Platform.

Margin is the funds required by a Client to maintain in the Client's Account in respect of a CFD or FX Contract as set out in Schedule 1, Item 4.1.

Margin Call Warning means the warning generally sent to a Client that fails to maintain sufficient funds to meet the Margin requirements for the Client's open CFDs or FX Contracts.

Properly Submitted means a Buy or Sell order placed on the Trading Platform by a Client (or deemed to be placed by the Client) in accordance with the Trading Terms, this Agreement and the Important Disclosure.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Precious metals derivatives (**PM Derivatives**) means the precious metal derivatives that FXOpen allows the Client to trade on the Trading Platform. These derivatives include gold and silver derivatives which are priced as a dollar value per ounce. The precious metal derivatives offered by FXOpen are listed in the Important Disclosure as amended from time to time.

Privacy Law means:

(a) the Privacy Act 1988 (Cth);

(b) the National Privacy Principles contained in Schedule 3 to the Privacy Act 1988 (Cth) or any approved privacy code (as defined in the Privacy Act 1988 (Cth) that applies to the Client, FXOpen or both; and

(c) any other statute, regulation or law in Australia or elsewhere which relates to the protection of Personal Information and which FXOpen must observe.

Quote currency means the second currency listed in a currency pairing.

Prohibited benefit in relation to a retail client or prospective retail client means a gift, discount, rebate, trading credit or reward that is given or offered as an inducement to open or fund a CFD trading account or trade CFDs. None of the following is a **prohibited benefit**:

(a) the provision of, or access to, an information service or an educational or research tool;

(b) a discount in costs or fees (including a volume-based discount) that is offered to all retail clients and prospective retail clients;

(c) a gift, discount, rebate, trading credit or reward that is given or offered as an inducement to open or fund a CFD trading account or trade CFDs to the extent that the matter was done by the retail client or prospective retail client before 29 March 2021.

Records includes notices, correspondence, statements, forms, certificates, reports, returns, software, supporting documentation, instructions, procedures, policies, files and any other documents whether in written, electronic or any other form generated, produced, received or maintained by FXOpen in respect of the CFDs or FX Contracts.

Regulator means a government body responsible for the regulation of laws applicable to or the administration of tax concessions available to, the CFDs and FX Contracts and in Australia, including:

(a) the Australian Prudential Regulation Authority;

(b) ASIC;

(c) the Australian Taxation Office;

(d) the Australian Transaction Reports and Analysis Centre (AUSTRAC); and

(e) the Privacy Commissioner.

Relevant Laws means to the extent applicable to CFDs and FX Contracts, and FXOpen:

(a) any Commonwealth or State law;

(b) any policy or guide issued by a Regulator which relates to this Agreement, CFDs or FX Contracts;

(c) the Income Tax Assessment Act 1936 (Cth) or the Income Tax Assessment Act 1997 (Cth) as applicable;

(d) the Corporations Act;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(e) the AML Act;

(f) the Privacy Law;

(g) any other present, future or proposed legal requirements:

(i) applicable to this Agreement, the Important Disclosure, the Client or FXOpen; or

(ii) which FXOpen or the Client:

(A) is legally obliged to comply with; or

(B) must comply with to obtain the maximum tax concessions available in respect of the CFDs or FX Contracts.

Sell order (short position) means an order Properly Submitted to 'sell' a particular volume of the particular instrument at a particular rate or price (for example particular volume of the quote currency to the base currency in the FX Contract).

Tax Invoice has the meaning given by the GST Law.

Taxable Supply has the meaning given by the GST Law excluding the reference to section 84-5 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Trading Terms means the terms set out in Schedule 1 of this Agreement.

Website means the website owned and operated by FXOpen to provide information about the CFDs and FX Contracts and access to the Trading Platform.

1.2. Interpretation

In this Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to **A$**, **$A**, **dollar** or **$** is to Australian currency;

(f) a reference to time is to Sydney, Australia time;

(g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and

(o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3. Headings

Headings are for ease of reference only and do not affect interpretation.

2. Terms of each CFD and FX Contract

2.1. Each Buy and Sell Order to constitute an Offer

Each Buy order or Sell order the Client places on the Trading Platform that is Properly Submitted and does not relate to an existing CFD or FX Contract constitutes an offer by the Client to FXOpen to enter a CFD or FX Contract (**Offer**) on the terms and conditions of the Important Disclosure in respect of the:

(a) particular instrument;

(b) transaction size; and

(c) type of order, detailed in the Buy or Sell order as required by the Trading Terms.

2.2. Each execution of an Offer to form a binding agreement and open a CFD or FX Contract

Each Buy order or Sell order executed by FXOpen on the Trading Platform that does not relate to an existing CFD or FX Contract constitutes the acceptance of that Offer, and forms a binding agreement between the Client and FXOpen on the terms and conditions provided in the Important Disclosure, and forms a:

(a) CFD, in the case of a Buy or Sell order that relates to a derivative contract with an underlying asset such as indexes, commodities (oil, natural gas, precious metals), shares etc.

(b) FX Contract, in the case of a Buy or Sell order that relates to a currency pairing.

2.3. No Physical Delivery

A CFD or FX Contract does not give rise to an obligation relating to, or resulting in, physical delivery of that underlying asset.

2.4. CFD or FX Contract satisfied

Each Buy order or Sell order the Client places on the Trading Platform that relates, in whole or in part, to an existing CFD or FX Contract held by the Client constitutes an offer to FXOpen to close, in whole or in part, that CFD or FX Contract held by the Client.

Each Buy order or Sell order executed by FXOpen on the Trading Platform that relates, in whole or in part, to an existing CFD or FX Contract held by the Client will satisfy, in whole or in part, the relevant CFD or FX Contract between the parties.

2.5. Inconsistency

If there is any inconsistency between the terms set out in the Important Disclosure, this Agreement will prevail.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

2.6. Variation of Important Disclosure

FXOpen may vary the Important Disclosure in accordance with the Relevant Law at its discretion by giving the Client notice of the variation. The variation will take effect 30 days after the notice is given to the Client unless the variation is reasonably necessary to protect FXOpen's legitimate interests in which case the variation will take effect at the time specified in the notice.

For the avoidance of doubt, FXOpen may provide notice for the purpose of this clause:

(a) on the Website, where it is clearly displayed and drawn to attention of Clients attention; or

(b) by sending a notification to the Client's Account.

3. Client Agreement

The Client becomes bound to this Agreement including all schedules to it as part of the Important Disclosure when the Client accepts these terms by indicating the Client's acceptance of this Agreement when applying to access the Trading Platform and FXOpen approves the application and provide an Account and access to the Trading Platform to the Client.

FXOpen enters into this Agreement and each CFD or FX Contract as principal. FXOpen does not enter into any CFD or FX Contract as agent for or on behalf of the Client.

4. Trading Platform

4.1. Trading Functionality on the Trading Platform

The Trading Platform is comprised of those technological facilities by which Clients place Buy and Sell orders in respect of CFD or FX Contracts in accordance with the Trading Terms as set out in Schedule 1.

4.2. Grant of Trading Platform licence and access

FXOpen grants to the Client a revocable, non-exclusive licence to access and use the Trading Platform in accordance with the Important Disclosure and the Trading Terms.

FXOpen may revoke the licence and terminate a Client's access to the Trading Platform in whole or in part at any time without providing the Client with prior notice or reasons for doing so where it is reasonably necessary to protect FXOpen's legitimate interests.

4.3. Client use

FXOpen will make the Trading Platform available to the Client for trading CFDs and FX Contracts in accordance with the Important Disclosure and the Trading Terms.

The Client acknowledges that:

(a) any instructions submitted on the Trading Platform that appears to have been authorised or given by a Client in respect of the Client's Account will be taken to have been authorised or given by the Client; and

(b) FXOpen will not be liable for ensuring the accuracy, appropriateness or completion of any instructions that appear to have been authorised or given by the Client.

FXOpen's agreement to provide, and to continue to provide, the Client with access to the Trading Platform is subject to the Client agreeing to be bound by the terms set out in the Important Disclosure.

4.4. Conditions of Trading Platform Licence

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

Except where FXOpen otherwise consents in writing:

(a) only the Client may access and use the Trading Platform; and

(b) the Client must not authorise or permit access to or use of the Trading Platform by any person.

The Client must not access or use the Trading Platform for any improper, illegal or illicit use or purpose. Access and use of the Trading Platform must be in accordance with the Important Disclosure. The Trading Platform licence is granted until access to the Trading Platform is terminated.

The Client has no right to access or use the Trading Platform other than to the extent expressly provided for in the Important Disclosure and the Trading Terms.

5. Trading Platform security, defects and downtime

5.1. FXOpen's obligations

FXOpen will use reasonable endeavours to ensure that:

(a) no harmful code is coded or introduced into the Website or Trading Platform, being any computer virus, trojan, worm or other computer code which has the purpose and effect of preventing or inhibiting proper access to, functionality and use of the Trading Platform by any Clients (but will not prevent FXOpen implementing security or access control measures; and

(b) the Trading Platform does not permit unauthorised access, being access to the Trading Platform or data stored using the Trading Platform other than by persons expressly authorised under this Agreement; and

(c) it maintains appropriate and up to date firewalls, anti-virus and other protection measures to protect the integrity of the Trading Platform

5.2. Client's obligations

If the Client becomes aware that a person other than the Client is accessing or using the Trading Platform or the Client's Account otherwise than in accordance with this Agreement, the Client must:

(a) immediately notify FXOpen and provide details of such access and use by the unauthorised person; and

(b) ensure that such access and use by the unauthorised person ceases immediately.

The Client must not, and must not cause, permit or authorise other persons to, copy, alter, modify, reproduce, reverse assemble or reverse compile the whole or any part of the Website or Trading Platform.

The Client must use the Client's best endeavours to ensure that any password issued or used to access the Trading Platform is sufficient protected.

If the Client becomes aware or suspects that:

(a) the Login Details (or any part of them) have been lost, stolen or misused;

(b) any person has obtained knowledge of the Login Details; or

(c) the security of the Login Details has otherwise been compromised,

the Client must immediately notify FXOpen using the contact details available on the Website (or any other contact details that FXOpen will notify the Client of from time to time) and stop accessing the Client's Account until new Login Details have been set up in accordance with the Trading Platform procedure for resetting a Client's Login Details.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

5.3. Defects

If the Client believes that there is a defect in the Trading Platform functionality such that the Trading Platform does not materially function or perform in accordance with this Agreement, the Client must notify FXOpen immediately and provide written details of the defect, including details of the anticipated results and actual results from the use of the Trading Platform and any causes believed to be responsible for such differences.

5.4. Trading Platform downtime

The Client acknowledges and accepts that:

(a) there will be scheduled and unscheduled downtime in connection with the Trading Platform; and

(b) FXOpen will not be in breach of its obligations under this Agreement because of such downtime.

6. Risk Acknowledgement

The Client acknowledges that investments in leveraged FX Contracts and CFDs are speculative and involve a high degree of risk, including the risk of losing the capital invested.

The Client warrants that they read the Important Disclosure, in particular the sections describing the risks relating to investing in CFDs and FX Contracts with FXOpen.

The Client acknowledges that the nature of a CFD or FX Contract prevents FXOpen from having any control or influence over the performance or return of investment on a CFD or FX Contract.

7. Client acknowledgements as to advice received

The Client acknowledges that any recommendations, market commentary or guidance of any sort that relate to the CFDs or FX Contracts that is communicated to the Client by FXOpen or any of FXOpen's employees or directors by telephone, email, on information available the Website, through the Trading Platforms or by any other means:

(a) is no guarantee of the performance or return of investment on a CFDs or FX Contract; or

(b) is not personal advice and does not take into account a Client's personal circumstances or objectives; or

(c) is not a representation, warranty or guarantee as to the accuracy or completeness of such information; or

(d) in not a representation of the legal, tax or accountancy consequences of any trade to be carried out by FXOpen.

8. Representations and warranties

8.1. Client's representations and warranties

The Client represents and warrants to FXOpen, and where relevant, continues to represent and warrant to FXOpen, that in respect of each CFD or FX Contract entered:

(a) it has full power and authority to enter this Agreement and each CFD or FX Contract entered and to perform and observe all its terms and provisions;

(b) each CFD or FX Contract is a legal and binding agreement between the parties and enforceable against the Client in accordance with its terms;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(c) each Buy and Sell order submitted via the Trading Platform by the Client will be Properly Submitted;

(d) the Client will not do, or omit to do, anything to cause FXOpen to breach their obligations under the Relevant Law;

(e) the Client has no separate agreement with the Client's broker or any FXOpen employee or agent regarding the Client's activities relating to the CFDs and FX Contracts including any agreement to guarantee profits or limit losses in the Client's account;

(f) no person other than the Client has or will have an interest in the Client's Account(s);

(g) regardless of any subsequent determination to the contrary, the Client has experience in trading in leveraged foreign exchange contracts and derivative products;

(h) the Client is not an employee of any form of exchange (or company that is a majority stakeholder in an exchange) that deals in foreign exchange and derivatives contracts, bank, or insurance company, and in the event that the Client becomes so employed, the Client will immediately notify FXOpen of such employment; and

(i) all the information provided in the Account opening process is true, correct and complete as of the date the information was provided and the Client will notify FXOpen immediately of any changes to such information.

8.2. FXOpen's representations and warranties

FXOpen represents and warrants to the Client that:

(a) it has full power and authority to enter this Agreement and to perform and observe all its terms and provisions;

(b) this Agreement and each CFD or FX Contract entered is a legal and binding agreement of the FXOpen enforceable against it in accordance with its terms; and

(c) FXOpen and its responsible officers, employees and representatives possess and will use sufficient skill, resources, judgment and ability to comply with its obligations under this Agreement.

9. FXOpen rights

9.1. FXOpen may, with or without notice, in accordance with the terms of the Important Disclosure:

(a) cancel, reject or reverse any position in respect of any CFD or FX Contract as FXOpen reasonably deems appropriate;

(b) set or amend any limits for a Client's Account, including without limitations in respect of order's size, leverage, total number of positions;

(c) cancel a Client's Account and prevent the Client from accessing the Trading Platform;

(d) amend or void the CFD or FX Contract, including without limitations adjust the price, size or value of the position;

(e) change Margin requirements (leverage);

(f) close any or all of the Client's CFDs or FX Contracts in the event that there is insufficient Margin in the Client's Account.

9.2. FXOpen may exercise its rights as specified above, as a result of any of the events, which include without limitation the following:

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(a) Full of partial failure of the FXOpen trading system, including failure of the technology constituting the marketplace trading system or any of the communications linked to the FXOpen trading system and the Customer and/or any of the counterparties, or any other circumstance which is deemed impractical to use the FXOpen trading system;

(b) A breach of security of the FXOpen trading system;

(c) A material breach by the Customer of his obligations under the Important Disclosure;

(d) Non-compliance by the Customer with any applicable law;

(e) Market conditions generally or conditions affecting a particular financial instrument make it necessary or desirable (usually under the abnormal trading conditions);

(f) Absence of liquidity or unavailability of the relevant market information for any reason beyond FXOpen's control;

(g) A Customer is or may be in possession of 'inside information' within the meaning of section 1042A of the Corporations Act;

(h) Customer's Margin is less than the required amount of Margin;

(i) FXOpen reasonably considers it is necessary for the protection of its rights.

10. Liability and Indemnity

10.1. Indemnity by Client

The Client indemnifies and holds harmless FXOpen and each of FXOpen's officers, employees, agents and sub-agents (each an Indemnified Person for the purposes of this clause 10.1) for any Liability suffered or incurred by the Indemnified Person occasioned by, or arising out of or in connection with:

(a) FXOpen's failure to execute a Buy or Sell order where it was reasonably necessary to protect FXOpen's legitimate interests;

(b) any breach of this Agreement, CFD or FX Contract by the Client (or any of the Client's officers, employees, sub-contractors or agents);

(c) any failure by the Client to comply with any terms of the Important Disclosure; and

(d) any other act or omission on the part of a Client that is inconsistent with the representations and undertakings contained in this Agreement, CFD or FX Contract or that constitute a breach of any law or any duty or contractual obligation owed by the Client to FXOpen.

10.2. Unauthorised Instructions

For the avoidance of doubt, the Client acknowledges that, in the event that an order submitted by the Client to FXOpen:

(a) was not a Properly Submitted by the Client; or

(b) did not comply with the order limitations or restrictions set by FXOpen from time to time, (each an **Unauthorised Instruction**),

FXOpen may take such action, as it deems appropriate to correct the Unauthorised Instruction, including but not limited to:

(a) any action to prevent execution of the Buy or Sell order; and

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(b) selling (or buying) instruments that have been purchased (or sold) by the Client pursuant to an Unauthorised Instruction,

and in such circumstances the Client indemnifies each Indemnified Person for any costs, fees, charges or losses suffered or incurred by the Indemnified Person in correcting the Unauthorised Instruction, including but not limited to any brokerage costs incurred in correcting the Unauthorised Instruction and the cost of compensating FXOpen for any loss suffered or incurred by FXOpen as a result of the Unauthorised Instruction.

10.3. Limitation of FXOpen's Liability

FXOpen is not liable for any Liability incurred or suffered by the Client to the extent that it arises as a result of or in connection with an Unauthorised Instruction and/or was not Properly Submitted to FXOpen.

FXOpen is not in breach of this Agreement or otherwise liable to the Client for any delay or failure to perform the Client's obligations under this Agreement to the extent that such delay or failure was caused, or contributed to, by the Client or an event or factor beyond the reasonable control of FXOpen including, but not limited to:

(a) a Force Majeure Event;

(b) any delay, fault, failure, inaccuracies, interruption or service difficulty of any kind in respect of any service provided by any internet or telecommunications service provider including, without limitation, any telecommunications failure or fault or defective network or internet connections provided always that FXOpen has used all reasonable endeavours to minimise the impact of any such delay, fault, failure, interruption or service difficulty on the performance of FXOpen's obligations under this Agreement and provided that FXOpen has used all reasonable endeavours to have the supply recommenced by the internet or telecommunications provider or by a replacement provider;

(c) without limiting clause 10.3 (f), any delays or failure to send a Margin Call Warning;

(d) a breach of the terms of the Important Disclosure or this Agreement by the Client;

(e) any failure of the Client to comply with the Relevant Law;

(f) any representation, statement, data, material, information, defect, inaccuracy, error or omission in any disclosure documents of a person or entity (other than FXOpen) including, without limitation, in connection with the CFDs and FX Contracts; or

(g) where FXOpen has delayed or failed to perform its obligations under this Agreement as a result of a specific direction made to the Client by FXOpen.

10.4. Indirect loss

FXOpen is not liable for any indirect or consequential loss or damage (including, but not limited to, loss of profits) howsoever caused (including, but not limited to, negligence of FXOpen or its representatives) suffered or incurred in connection with this Agreement.

10.5. Notice of Loss

FXOpen is not liable for any loss or damage, howsoever caused (including, but not limited to, the negligence of FXOpen) suffered or incurred by the Client under or in connection with this Agreement unless the Client first gives notice in writing to FXOpen of the Client's intention to Claim loss or damage:

(a) where the loss or damage arises in relation to a Claim brought by a third party, within 6 calendar months of the date of the earlier of when the third party made the Claim against the Client or threatened in writing to make such a Claim; or

(b) in any other case, within 6 calendar months of the Client becoming aware of the occurrence of any event which gives rise, or which is alleged to give rise, to the loss or damage.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

10.6. Reimbursement of overpayments

Where an amount is paid by FXOpen to the Client pursuant to a Claim made under clause 10 and the Liability suffered or incurred by the Client is later reduced, or reimbursed from some other source, the Client must account to FXOpen for the difference between the amount paid to the Client and the amount of the Liability actually suffered or incurred.

11. Fees

11.1. Fees and payment

The Client will pay to FXOpen the fees set out in the Schedule 2.

These fees will be:

(a) deducted from the available funds in the Client's Account;

(b) deducted from the returns of the Client's investments; or

(c) invoiced to the Client.

FXOpen may change any of the fees set out in the Schedule 2 from time to time. FXOpen will provide Clients 30 days' notice of any proposed increase in fees. This notice may be provided to the Client through the Trading Platform.

Where the fees are invoiced to the Client under this clause, the Client must ensure the invoice is paid within 5 Business Days after receiving the invoice or as otherwise set out in the invoice.

If any payment is not received in cleared funds by FXOpen within the time specified in this clause then, without limitation of any other rights which FXOpen may have, FXOpen will be entitled to charge interest on that amount at the overdraft interest rate charged by FXOpen's bank from the date the payment was due until the actual date the payment is received by FXOpen; and the Client must pay FXOpen all costs, charges and expenses incurred by FXOpen in relation to any overdue payment.

11.2. Disputes in relation to the fees

(a) If the Client disputes the amount of the fees payable to FXOpen, then clause 16 and FXOpen IDR Policy will apply.

(b) The Client must pay any fees not in dispute, in accordance with clause 11.1.

11.3. Payment Terms

The Client agrees to make all deposits and payments due to FXOpen in accordance with the following terms:

(a) all electronic transfers or other bank fees in respect of payments made by the Client will be the Client's sole responsibility;

(b) if any payment is not received by, or becomes payable to FXOpen, then, without limitation of any other rights which FXOpen may have, FXOpen will be entitled to charge interest on that amount at the prevailing cash interest rate + 4.00% p.a. from the date the payment was due or became payable until the actual date the payment is received by FXOpen;

(c) the Client must pay FXOpen all costs, charges and expenses incurred by FXOpen in relation to any overdue payment (including any referral fees);

(d) any payment made to FXOpen will only be deemed to have been received by FXOpen when the funds are required as cleared funds.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

11.4. Payment offset

FXOpen may offset any amount payable by it to the Client against any amount owed by the Client to FXOpen.

12. Occurrence of Force Majeure Event

If a Force Majeure Event affecting FXOpen partially or wholly from complying with its obligations under this Agreement then:

(a) as soon as reasonably practicable after that Force Majeure Event arises, FXOpen will notify the Client of:

i). the Force Majeure Event;

ii). which obligations FXOpen is precluded from performing (Affected Obligations);

iii). the extent to which the Force Majeure Event precludes FXOpen from performing the Affected Obligations (Precluded Extent); and

iv). the expected duration of the delay arising directly out of the Force Majeure Event;

(b) FXOpen's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising directly out of the Force Majeure Event (Actual Delay); and

(c) the other party's obligations to perform any obligations directly dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

13. Suspension of Account

Where FXOpen considers, at its sole discretion, that it is, or suspects that it is, reasonably necessary to suspend the Client's Account to protect FXOpen's legitimate interests, FXOpen may suspend the operation of the Client's Account effective immediately.

Subsequent to FXOpen suspending the Client's Account, it may:

(a) restore functionality to the Account;

(b) terminate the Agreement in accordance with clause 14.

14. Account cancellation

14.1. Account Cancellation

FXOpen may at any time cancel a Client's Account and prevent the Client from accessing the Trading Platform:

(a) with immediate effect by notice to the Client if:

i). the Client has no existing CFDs or FX Contracts and no liabilities held by or owed to FXOpen;

ii). the Client is in material, systemic or repeated breach of this Agreement and the breach is not capable of remedy, or has not been remedied within 10 Business Days of receipt of notice in writing specifying the breach (or such longer period as the parties may agree);

iii). an Insolvency Event occurs in relation to the Client;

iv). FXOpen has been caused to rely on the indemnities set out in clause 10.1; or

v). a Regulator requires the agreement to be terminated; or

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

vi). at any time and in the circumstances that the Relevant Law requires this Agreement to be terminated.

(b) FXOpen may also, at any time cancel a Client's Account if FXOpen ceases to be authorised under Relevant Law to satisfy its obligations under this Agreement.

14.2. Licence revoked

If FXOpen cancels Client's Account under clause 14.1, the licence granted to access the Trading Platform under clause Error: Reference source not found is revoked.

14.3. Close out of existing CFDs or FX Contracts

If the Client's Account or access to the Trading Platform has been cancelled in accordance with this clause 14.3 and the Client holds any existing CFD or FX Contracts, FXOpen may close out each existing CFD or FX Contract held by the Client on the Client's behalf at the time this Agreement is terminated and at a price determined by FXOpen.

The price the Client's existing CFDs or FX Contracts will be closed out will generally be determined on the basis of the prevailing rate and liquidity available to FXOpen at the time, but will otherwise be at FXOpen's absolute discretion.

14.4. No prejudice

The exercise by any party of its rights under this clause 14 does not prejudice any action or remedy which that party has or might otherwise have against the other party under this Agreement.

14.5. Payment of fees following termination

Upon terminating this Agreement, all amounts payable by the Client to FXOpen will become immediately due and payable including (but without limitation):

(a) all outstanding fees as set out Schedule 2 and in accordance with clause 11;

(b) any expenses incurred by FXOpen by the Client terminating this Agreement; and

(c) any losses and expenses realised by FXOpen, in closing out any existing CFDs or FX Contracts or settling or concluding any outstanding obligations incurred by FXOpen on the Client's behalf.

14.6. Provisions survive termination

The provisions of clauses 2, 6, 10, 11, 14 and 15 survive termination of this Agreement.

15. Confidentiality

15.1. Confidential Information and Use

Each party must use its best endeavours to keep each other's Confidential Information secure and to prevent unauthorised access to the Confidential Information, and to ensure that any person who has access to Confidential Information does not make any unauthorised use access, reproduction or disclosure of that information or cause its damage or destruction.

Confidential Information which is communicated by or on behalf of a party (**Provider**) to another party (**Receiver**) must:

(a) be received in strict confidence;

(b) only be used for the purposes of this Agreement;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(c) not be disclosed to third parties except as provided by this Agreement; and

(d) be returned to the Provider at the place directed by the Provider as soon as reasonably practicable following the termination of this Agreement. This includes all equipment and computer programs supplied by the Provider and all records, disks and materials containing any Confidential Information and all copies of those things.

15.2. Disclosure to third parties

FXOpen and the Client must not disclose the other party's Confidential Information except:

(a) in respect of the Client and FXOpen:

i). as required by law;

ii). for the purpose of obtaining legal advice;

iii). to the extent to allow them to discharge their obligations; or

iv). if it comes into the public domain otherwise than in breach of this Agreement; and

(b) in respect of FXOpen:

i). to FXOpen's internal auditor; or

ii). to FXOpen's external printing and mailing houses (but only to the extent this is necessary to perform its obligations in accordance with this Agreement).

The Receiver of the Confidential Information may, with the prior written consent of the Provider, disclose such information to any person to whom disclosure is necessary to perform its obligations in accordance with this Agreement.

15.3. Notification

Each party must promptly notify the other party if it suspects or becomes aware of any unauthorised access, copying, use, disclosure, damage or destruction of that other party's Confidential Information.

15.4. Injunctive Relief

The Client acknowledges that damages may not be a sufficient remedy for any breach of this clause 15 and subject to the court's discretion, FXOpen may restrain; by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this clause 15, in addition to its entitlement to any other remedies available to it at law or in equity.

15.5. Uncertainty

If there is any uncertainty as to whether any information is Confidential Information, the information is taken to be Confidential Information. The Receiver is required to treat that information as Confidential Information unless the Provider informs the Receiver otherwise in writing.

15.6. Survival

The obligations with respect to Confidential Information disclosed under this Agreement will survive termination or expiry of this Agreement and will continue for as long as any part of the Confidential Information remains confidential.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

16. Dispute Resolution

16.1. Limited Rights to Commence Proceedings

A party may not commence legal proceedings (except proceedings seeking interlocutory relief or in accordance with the Relevant Law) in respect of a dispute unless the dispute has first been handled in accordance with the internal dispute resolution (IDR) procedure set out in this clause, and the parties have failed to resolve the dispute.

FXOpen IDR procedure is set out in our IDR Policy which is publicly available on the website www.fxopen.com.au.

16.2. Handling of Disputes

FXOpen is required to have arrangements in place for handling disputes and complaints.

If a Client has any disputes or complaints relating to FXOpen or any of its obligations under this Agreement that relate to the CFDs or FX Contracts, the Client may contact FXOpen using the contact details provided in the Important Disclosure.

FXOpen will acknowledge receipt of all complaints within 24 hours (or one business day) of receiving them, or as soon as practicable.

FXOpen will then aim to resolve the complaint within 30 calendar days and provide the Client with its decision, and the reasons on which it is based, in writing.

If the Client is not satisfied that its complaint has satisfactorily been resolved by FXOpen's internal process it has the right to lodge a complaint with the with the Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme approved by ASIC, of which FXOpen is a member.

16.3. Continued Performance

Until a dispute is resolved, whether by agreement between the parties, by AFCA, or by a court order, the parties are obliged to continue to perform their obligations under this Agreement and each CFD or FX Contract held by the Client.

17. Anti-money laundering

The Client acknowledges that FXOpen may be required to, and where applicable authorises FXOpen to, disclose the Client's Personal Information to third parties or require further information from the Client from time to time to:

(a) comply with the AML Act; or

(b) assess a Client's credit risk.

By entering into this Agreement, the Client agrees to provide FXOpen with all additional information and assistance that it may reasonably require to comply with its obligations related to AML Act.

The Client warrants that:

(a) it is not aware and has no reason to suspect that:

  (i) the moneys used to fund the Client's transactions on the Trading Platform have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Australian law, international law or convention; or

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(ii) the proceeds of a Client's transactions with FXOpen will be used to finance any illegal activities.

(b) neither the Client nor its directors (in the case of a company) are a politically exposed person or organisation as the term is used in the *Anti-Money Laundering and Counter-Terrorism Rules (2007).*

18. Recorded communications

The Client authorises FXOpen to record any or all conversations between the Client and any representative of FXOpen.

The Client further agrees to the use of such recordings and any transcripts of such recordings as evidence by either party in connection with any dispute or proceeding that may arise involving the Client or FXOpen.

FXOpen agrees to, and the Client acknowledges and consents to, FXOpen destroying such recordings on regular intervals in accordance with FXOpen's standard business procedures.

19. GST

19.1. GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

19.2. Liability net of GST

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

19.3. Timing of the payment of the GST Amount

The GST Amount is payable on the earlier of:

(a) the first date on which all or any part of the Consideration for the Taxable Supply is provided; and

(b) the date 5 Business Days after the date on which a Tax Invoice is issued in relation to the Taxable Supply.

19.4. Revenue exclusive of GST

Any reference in this Agreement to price, value, sales, revenue or a similar amount (Revenue), is a reference to that Revenue exclusive of GST.

19.5. Cost exclusive of GST

Any reference in this Agreement (other than in the calculation of Consideration) to cost, expense or other similar amount (Cost), is a reference to that Cost exclusive of GST.

19.6. GST obligations to survive termination

This clause will continue to apply after expiration or termination of this Agreement.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

20. Notices

20.1. By FXOpen

Any notice given under this Agreement by FXOpen to the Client, unless otherwise specified, may be given electronically through the Trading Platform to a Client's Account.

20.2. By Client

Any notice given under this Agreement by the Client to FXOpen, unless otherwise specified, must be in writing addressed to FXOpen at the address or facsimile numbers specified on the Website.

20.3. Effective

A Notice given in by the Client in accordance with clause 20 or generally, by FXOpen, will be taken to have been given or made:

(a) (in the case of delivery in person) when delivered, received or left at the above address;

(b) if sent by electronic mail, on the first Business Day following the day on which such notice or communication was sent;

(c) if sent by pre-paid mail, on the third business day after posting; and

(d) (in the case of delivery by facsimile) on production of a transmission report by the machine from which the message was sent which indicates that it was sent in its entirety to the number of the recipient.

If delivery or receipt occurs on a day when business is not generally carried on in the place to which the notice is sent, or is later than 5pm (local time), it will be taken to have been duly given at the commencement of business on the next day when business is generally carried on in that place.

21. Assignment

21.1. By a Client

The Client must not assign or otherwise deal with the rights and obligations under this Agreement without the prior written consent of FXOpen.

21.2. By FXOpen

The Client acknowledges that FXOpen may, and consents for FXOpen to, assign or deal with the rights and obligations under this Agreement.

22. Time of the essence

Time is of the essence of this Agreement and for each CFD or FX Contract.

23. Miscellaneous

23.1. Entire agreement

This Agreement together with the Important Disclosure contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

23.2. Rights are maintained

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as an election or to otherwise deprive the party of that right, power or remedy. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. An election to forego a right, power or remedy is not valid or binding on the party making that election unless made in writing.

23.3. Severability of provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

23.4. Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

23.5. No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

23.6. Costs and stamp duty

All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Agreement or any transactions entered into in accordance with this Agreement must be borne by the Client.

23.7. Governing law

This Agreement will be construed and its provisions interpreted under and in accordance with the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of Courts exercising jurisdiction there.

23.8. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, when taken together, will constitute a single agreement.

24. Waiver

24.1. Failure to perform

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:

(a) to claim damages for breach of that obligation; and

(b) at any other time to require performance of that or any other obligation under this Agreement, unless written notice to that effect is given by FXOpen to the Client.

24.2. Waiver

Waiver of any provision of or right under this Agreement:

(a) must be in writing signed by the party entitled to the benefit of that provision or right; and

(b) is effective only to the extent set out in any written waiver.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

25. Execution of this Agreement

This Agreement will be executed by the Parties in the following manner:

(a) the Client, by lodging a completed application form on the Website; and

(b) FXOpen, by accepting that application and opening the Client's Account.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

SCHEDULE 1 – TRADING TERMS

1. Accounts

1.1 Account types

FXOpen offer four account types through the Trading Platform: Micro ECN, Standart ECN, VIP ECN and STP. Our account types generally differ by the minimum balance, commission charged and degree of margin that is required to be held.

We also offer Rollover fee-free Islamic Accounts which are compliant with Sharia laws for Muslim traders. Rollover fee-free Islamic Accounts are available on the following platforms: MetaTrader 4 (ECN, STP) and MetaTrader 5 (ECN).

1.2 Account Opening

(a) An Account on the Trading Platform must be opened and funds deposited in a Client's Account prior to placing any Buy or Sell order with FXOpen.

(b) Without limiting paragraph (a), if FXOpen has allowed the Client to place a Buy or Sell order without having properly opened an Account a Client remains liable in respect of that Order as if it has been placed once the Account had been opened.

(c) FXOpen may, at its sole discretion, refuse to accept any applicant as a client, but will notify the Client of any such refusal as part of the Account opening process.

1.3 Account limits

Any limits for an Account may be set and varied by FXOpen from time to time.

Such limits may include:

(a) the size of any Buy or Sell order that may be placed on the Trading Platform; and

(b) the leverage at which FXOpen will allow the Client to place a Buy or Sell order on the Trading Platform.

Without limiting this clause, Account limits do not limit a Client's liability in respects of any Buy or Sell orders that are placed on the Trading Platform that exceed the limits that have been set.

1.4 Client Money

All funds deposited with FXOpen in an Account will be considered and treated by FXOpen as client money (as that term is defined in Part 7.8 of the Corporations Act).

FXOpen will only deal with Client Money as outlined in the Important Disclosure and in accordance with the Relevant Laws.

1.5 Negative balance protection

FXOpen imposes protection against negative account balances by limiting a retail clients' CFD losses to the funds in their CFD trading account. If the retail client incurs a liability under the CFD, the recourse of FXOpen is limited to the following:

(a) derivative retail client money held both:

(i) in a client money account for the benefit of the retail client; and

(ii) in relation to the retail client's CFD trading account;

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(b) any other money:

(i) held both:

(A) in the client money account for the benefit of the retail client; and

(B) in relation to the CFD trading account; and

(ii) that was paid into the client money account by the CFD issuer in relation to a dealing in a CFD by the retail client;

(c) derivative retail client property held for the benefit of the retail client and in relation to the CFD trading account.

1.6 Joint Accounts

If more than one person applies for an Account or in any way executes this Agreement as the Client, all such persons agree to be jointly and severally liable for the obligations assumed in this Agreement.

1.7 Other Account holders

If a person has applied for an Account or in any way executes this Agreement as a trustee of a trust, director of a company, unincorporated association, partnership, custodian or other fiduciary or similar role or responsibility, the Client hereby agrees to indemnify FXOpen for any Claims resulting directly or indirectly from breach of any fiduciary or similar duty or obligation.

2. Margins requirement for FX Contracts and CFDs

2.1 Margin requirements

For each CFD and FX Contract opened and held by the Client, the Client must have deposited and maintain in the Client's Account sufficient funds as determined by FXOpen (**Margin requirement**).

The Margin requirement for each CFD or FX Contract is calculated by FXOpen in reference to the leverage chosen by the Client for that trade and is notified to the Client prior to making the trade.

The Margin requirement is due and payable immediately as a condition to entering the relevant CFD or FX Contract and FXOpen may decline to open a CFD or FX Contract if the Client does not have sufficient available funds in the Client's Account to satisfy the Margin requirement at the time the relevant Buy or Sell order is placed.

FXOpen requires the retail client to provide an initial margin of at least:

a) if the underlying for the CFD is an exchange rate for a major currency pair — 3.33% of the notional value of the CFD at the time of issue; and

b) if the underlying for the CFD is a major stock market index, an exchange rate for a minor currency pair or gold — 5% of the notional value of the CFD at the time of issue; and

c) if the underlying for the CFD is a minor stock market index or a commodity other than gold — 10% of the notional value of the CFD at the time of issue; and

d) if the underlying for the CFD is not referred to in paragraphs (a) to (c) above — 20% of the notional value of the CFD at the time of issue.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

2.2 Currency fluctuations

When the Client holds a CFD or FX Contract with FXOpen the Client acknowledges that:

(a) the value of the Client's CFD or FX Contract will change as a result of a fluctuation in the exchange rate for underlying asset relevant to the CFD or FX Contract; and

(b) the price of underlying asset by which FXOpen calculates the value of the CFD or FX Contract is determined by FXOpen and will generally be on the basis of the prevailing rate or price and liquidity available (relevant to that CFD or FX Contract) to FXOpen at the time.

2.3 Maintenance and monitoring of margin funds

The Client must maintain at all times, sufficient funds in the Client's Account to meet all Margin requirements.

It is the Client's responsibility to monitor at all times the balance of their Account against current Margin requirements, having regard to:

(a) the CFDs or FX Contracts held with FXOpen;

(b) the volatility of any relevant currency rate or precious metal price;

(c) the volatility of the relevant market;

(d) the volatility of the markets generally;

(e) any applicable exchange rate risk; and

(f) the time it will take for the Client to deposit sufficient cleared funds to the Client's Account.

FXOpen may treat any funds deposited in any Account held by the Client as meeting the Client's Margin requirements.

2.4 Changes to margin requirements

FXOpen may change Margin requirements at any time without notice to the Client.

No previous Margin requirement notified to the Client by FXOpen shall prevent FXOpen from increasing that requirement without prior notice.

FXOpen retains the right to limit the amount and total number of CFDs or FX Contracts that a Client may with FXOpen.

2.5 Margin calls

If the Client fails to maintain sufficient funds to meet the Margin requirements (i.e. 100% of all your margin amounts), FXOpen will make reasonable efforts to send the Client a Margin Call Warning through the Trading Platform.

2.6 Stop Out

If at any time the net equity of your trading account is less than the aggregate close out protection amount, FXOpen will, as soon as market conditions allow, terminate one or more open positions connected to your trading account until the time (later time) at which the first of the following occurs:

(a) the net equity of the retail client's CFD or FX Contract trading account being equal to or greater than the aggregate close out protection amount for the retail client's remaining open CFDs and FX Contracts at the later time that are connected to that account;

(b) all open positions being terminated.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

3. Open positions

3.1 Open CFD or FX Contracts

A CFD or FX Contract will stay open until it is closed by:

(a) the Client (under clause 2.4 and as detailed in Schedule 1, Item 3.2);

(b) FXOpen, on cancellation of the Client's Account (under clause 14);

(c) FXOpen, if the Account has a balance of less than $50 for a period of 3 months; or

(d) FXOpen, due to insufficient funds to cover Margin requirements (under Schedule 1, Item 2.5).

3.2 Closing CFD or FX Contract

On the closing of a CFD or FX Contract (whether at the Client's choice or otherwise), the Client is deemed to place an at market:

(a) Buy order, to close out a CFD or FX Contract that was opened with a Sell order for the equivalent volume of the relevant underlying asset; or

(b) Sell order, to close out a CFD or FX Contract that was opened with a Buy order for the equivalent volume of the relevant underlying asset.

Closing a CFD or FX Contract does not result in the physical delivery of the relevant underlying asset.

On the close of a CFD or FX Contract, the difference in value between the opening and closing positions (based on the respective buy/sell prices for the specified amount of the underlying asset I at the respective times) will either be credited or debited to the Client's Account.

3.3 Automatic Rollover

As detailed further in the Important Disclosure, Client's position that remain open at the end of each day (a particular time to be determined by FXOpen and disclosed in the Important Disclosure) will be automatically rolled over until the position is closed and will be credited or debited with a Rollover Fee (for more details about Rollover fee and exceptions for Rollover fee-free Islamic accounts see Schedule 2 “Fees”).

4. Orders

4.1 Price Quotation

Rate and price quotations for financial instruments are displayed in the quote flow window on the Trading Platform.

For each financial instrument FXOpen will generally display on the Trading Platform:

(a) the highest prices that FXOpen's liquidity providers are willing to accept to sell that financial instrument (highest bid prices);

(b) the volume listed in millions that is available at each of the highest bid prices (bid volume);

(c) the lowest prices that FXOpen's liquidity providers are willing to accept to buy that financial instrument (lowest ask prices); and

(d) the volume listed in millions that is available at each of the lowest ask prices (ask volume).

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

4.2 Leverage

The size of the leverage at which you place a Buy or Sell order depends on the Account type, and is determined by FXOpen in compliance with the ASIC's regulations.

The leverage offered to you by FXOpen is restricted to a maximum ratio of:

- 30:1 for CFDs referencing an exchange rate for a major currency pair;
- 20:1 for CFDs referencing an exchange rate for a minor currency pair, gold or a major stock market index;
- 10:1 for CFDs referencing a commodity (other than gold) or a minor stock market index;
- 5:1 for other assets.

The size of the Leverage in respect of CFD is fixed and specified on the FXOpen website.

FXOpen can change the leverage at which a Client can place a Buy or Sell order at any time without prior notice.

FXOpen at its sole discretion may also decrease the leverage of a particular Client at any time without prior notice.

4.3 Placing a Buy or Sell order

To place a Buy or Sell order, the Client must identify the following on the Trading Platform:

(a) financial instrument;
(b) transaction size; and
(c) type of order.

If the available funds in the Account is greater than the Margin requirements for that Buy or Sell order, the CFD or FX Contract is created, and the position opened.

4.4 Order number

Each CFD or FX Contract that is an open position has its own order number in the Trading Platform.

4.5 Closing a position

To close a position the Client must identify the following:

(a) financial instrument;
(b) transaction size; and
(c) type of order.

A Buy or Sell order in respect of an existing CFD or FX Contract to close a position will be declined if it is made when there is an existing stop-loss or take-profit order for this position in the queue to be executed. In this case the Client is notified that the CFD or FX Contract is already in the queue to be executed.

4.6 At market order

An at market Buy or Sell order is placed on the Trading Platform by agreeing to pay the relevant prevailing rate or price offered to the Client by FXOpen on the Trading Platform.

A rate that is published on the Website or Trading Platform is no guarantee or representation that it is the price or rate that a Client's at market order will be executed at.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

4.7 Limit orders

A limit order is placed by the Client in advance of it being executed by FXOpen when the price or rate conditions of the order are met.

A limit Buy order can only be placed when the relevant price or rate is currently higher than the amount offered in the Buy order and will be executed by FXOpen when the relevant rate falls to the limit Buy order buy price.

A limit Sell order can only be placed when the relevant price or rate is currently lower than the amount offered in the Sell limit order and will be executed by FXOpen when the relevant rate rises to the limit order sell price.

4.8 Stop-loss orders

A stop-loss order is placed by the Client in respect of an existing CFD or FX Contract in advance of it being executed by FXOpen when the price or rate conditions of the order are met.

A stop-loss Buy order can only be placed when the relevant price or rate is currently lower than the amount offered in the Buy order and will be executed by FXOpen when the relevant rate rises to the stop-loss Buy order buy price.

A stop-loss Sell order can only be placed when the relevant price or rate is currently higher than the amount offered in the stop-loss limit order and will be executed by FXOpen when the relevant rate lowers to the stop-loss order sell price.

A stop-loss order is automatically executed at the next price available once the price or rate conditions of the order have been met.

The Client acknowledges that a stop-loss order will not necessarily be executed at the price the Client has set if that price is not available once the order has been triggered and may be filled at a price inferior to the stop-loss order rate or price.

For the avoidance of doubt, FXOpen will execute a stop-loss order once one of the following conditions is met:

(a) in the case of a buy order, FXOpen's lowest published sell offer has traded at (or has traded through) the stop-loss buy order price; or

(b) in the case of a sell order, FXOpen's highest published bid offer has traded at (or has traded through) the stop-loss sell order price.

4.9 Take Profit order

A take-profit order is placed by the Client in respect of an existing CFD or FX Contract in advance of it being executed by FXOpen when the price or rate conditions of the order are met.

A take-profit Buy order can only be placed when the relevant price or rate is currently higher than the amount offered in the Buy order and will be executed by FXOpen when the relevant rate lowers to the take-profit Buy order buy price.

A take-profit Sell order can only be placed when the relevant price or rate is currently lower than the amount offered in the take-profit limit order and will be executed by FXOpen when the relevant rate rises to the take-profit order sell price.

A take-profit order is automatically executed at the next price available once the price or rate conditions of the order have been met.

The Client acknowledges that a take-profit order will not necessarily be executed at the price the Client has set if that price is not available once the order has been triggered and may be filled at a price superior to the take-profit order rate or price.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

5. Amending orders

The Client may place, modify or delete Buy or Sell orders only within operational trading hours of the Trading Platform as disclosed in the Important disclosure.

6. How the price of a CFD or FX Contract is determined

FXOpen makes no guarantee that the prices or rates it displays on the Website, Trading Platform or that FXOpen applies to the Client's Account to calculate the Client's Account balance are available until the relevant CFD and FX Contracts are actually closed out and the price is then determined.

FXOpen will act as counterparty to each CFD and FX Contract offered. In its sole discretion FXOpen may but is not obliged to place corresponding Buy or Sell orders with its liquidity providers at the prices quoted.

If FXOpen becomes aware of a pricing error which it believes is material, FXOpen reserves the right without the Client's consent, acting reasonably, to:

(a) amend the terms and conditions of the CFD and/or FX Contract to reflect what FXOpen considers in its sole and absolute discretion would have been the fair rate or price at the time the CFD and/or FX Contract was entered into or closed;

(b) void the CFD and/or FX Contract; or

(c) decide not to amend or void the CFD and/or FX Contract in any way or form.

Where FXOpen has taken steps to amend or void a CFD and/or FX Contract as a result of a pricing error, FXOpen cannot be held liable for any loss to the Client that may result.

7. Certain Trades

The Client acknowledges and agrees that for certain Buy or Sell order it places on the Trading Platform, FXOpen may then place a corresponding order with a liquidity provider or another entity that is an officer, director, affiliate, associate, employee, or otherwise associated with FXOpen.

Where a Buy or Sell orders of the Client is placed in circumstances described in sub-item above, FXOpen is under no further duty to disclose any interest to the Client, including any benefit, profit, commission or other remuneration that it may receive as a result of the transaction being placed.

8. Improper trades

FXOpen will have the right to cancel or reverse any Buy orders or Sell orders which are determined by FXOpen to have not been Properly Submitted.

9. Statements and Confirmation

Confirmations of all Buy and Sell orders that are placed with and/or executed by FXOpen are sent to the Client via the Trading Platform and are accessible by the Client through the Client's Account.

A Confirmation will also be sent to Clients through the Trading Platform detailing any deposits or withdrawals made to or from an Account.

FXOpen will also send the Client a notification through the Trading Platform when the Client amends the following orders:

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

(a) limit order;

(b) stop-loss level of an order; or

(c) take profit level to an order.

An Account statement may also be sent to Clients through the Trading Platform showing all Buy and Sell orders that have been executed by FXOpen since the date of the last statement.

The Account statements, notifications and all confirmations will represent an accurate record of all the details included in the statement, notification or confirmation if the Client does not, within five business days of the confirmation having been sent, notify FXOpen of the Client's objection to the any details set out in the confirmation.

10. Automated orders

Automated functions on the Trading Platform allow Buy or Sell orders to be placed on behalf of the Client without the Client's direction at the time it is placed.

The Client acknowledges that it uses any automated functions of the Trading Platform at the Client's own risk and that FXOpen accepts no liability for any Claim directly or indirectly as a result of an automated Buy or Sell order failing to be properly placed or executed by FXOpen.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

SCHEDULE 2 – FEES

The various fees and costs that may be associated with trading CFDs and FX Contracts and payable to FXOpen are set out in this schedule.

1. Commission

1.1 Commission

For each position opened on ECN type of account, FXOpen charges a single volume based commission that is calculated in respect of both opening and closing the position ('a round-turn' commission). This single commission is charged by FXOpen when the position is opened and is therefore made up of the commission that would be separately payable for both opening and closing the position (each, a 'half-turn' commission).

For STP type of accounts FXOpen includes its commission into the BID and ASK price. BID and ASK prices are available to the client at any time through the trading platform. No additional commission for opening and closing the position is charged.

FXOpen charges different commission depending on the:

- Account type,
- Financial product traded by the Customer (FX contract, CFD),
- "Taker" or "Maker" role of the Customer. The Customer is a "Taker" in transactions where it places Market and/or Stop orders. The Customer is a "Maker" if places Limit orders (Except Hidden and Iceberg orders).

Commission for FX contracts and and Commodity CFDs:

Account type	Micro ECN	Standart ECN	VIP ECN
Trading Platform	MetaTrader 4, MetaTrader 5		
Half-turn commission	0.0035%	0.0025%	0.0018%
Round-turn commission	0.007%	0.005%	0.0036% Taker
Trading Platform	TickTrader		
Half-turn commission	0.0035% Taker / 0.0035% Maker	0.0025% Taker / 0.002% Maker	0.0018% Taker / 0.0015% Maker
Round-turn commission	0.007% Taker / 0.007% Maker	0.005% Taker / 0.004% Maker	0.0036% Taker / 0.003% Maker

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

Zero (0%) Commission for Index CFDs

FXOpen does not charge commission for Index CFDs on any ECN account (Micro ECN, Standart or VIP ECN) on all available Trading platform.

Commission for Shares CFDs:

Account type	Micro ECN	Standart ECN	VIP ECN
Trading Platform	MetaTrader 4 and MetaTrader 5		
Pairings offered	100+ assets for Shares CFDs		
Half-turn commission*	0.1%	0.1%	0.1%
Round-turn commission*	0.2%	0.2%	0.2%
Trading Platform	TickTrader		
Pairings offered	500+ assets for Shares CFDs		
Half-turn commission	0.1% Taker / 0.1% Maker*	0.1% Taker / 0.08% Maker*	0.1% Taker / 0.06% Maker*
Round-turn commission	0.2% Taker / 0.2% Maker*	0.2% Taker / 0.16% Maker*	0.2% Taker / 0.12% Maker*
Comments	The minimum commission per order is 1 USD		

** Taker fee – fee charged for a Market, Stop, IOC Limit or Limit order with hidden volume.*

Maker Fee applies only to Limit orders that appear in the order book (except IOC Limit and Limit orders with hidden volume). It also applies to Limit orders that were originally opened as StopLimit orders and appeared in the order book.

FXOpen may reduce the commission on its sole discretion, including without limitations for marketing purposes. Such reduction shall be made with the prior notification to the customers made through the Company's website.

Changes to account type up to the next level due to additional deposit or trading profit are not automatic and can only be performed by emailing an account type change request to finance@fxopen.com.au including your trading account number and the type that you require (Std/VIP).

1.2 Commissions are not brokerage fees

The commissions charged to a Client are not representative of any form of brokerage fee for FXOpen acting as agent or on behalf of the Client.

2. Rollover fees

Every underlying asset has an interest rate associated with it which is available on the MT4 and MT5 client's terminal. Depending on the underlying asset of the instrument you trade, you will pay or earn interest at the end of each 24-hour period. For example, you will earn interest if you opened a buy position of a currency with a higher interest rate than its paired currency. The amount charged or earned will vary from day to day.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

This interest charged or earned is generally calculated in reference to the positions not closed prior to midnight, Eastern European Time (EET) each day (which is GMT + 2:00 or GMT + 3:00 depending on whether day light savings applies). These positions are held over until the next day ('rolled over') and an amount is charged or credited to your account. This is known as Rollover fee. FXOpen will automatically rollover all open positions held in your account. We note that the Rollover fee for positions held open from Wednesday to Thursday (EET) is three times the Rollover fee that would otherwise apply. Please note that Rollover fee is calculated and charged in account currency.

The value of the Rollover fee (also known as “Swap”) will generally depend on:

- differences in the borrowing and deposit rates for the underlying assets from the particular instrument;
- transaction type (Buy or Sell) and volume, as well as current market prices for the moment of rollover; and
- FXOpen’s mark-up of the fees it is charged for the rollover.

Rollover fee for Live and Demo accounts is displayed in the Terminal section in MT4 and MT5 (contract specification) and TickTrader (Symbol Properties).

It is important to remember that:

- Rollover fee only applies to leveraged margin trading;
- Rollover fee can also be positive. In this case, FXOpen pays it to the client;
- Transactions are made in T+2 mode (calculations are made on the second business day after the transaction), which means that from Wednesday to Thursday (at 00:00) the Rollover fee is charged for the past weekend and Wednesday. However, for positions open for more than 3 days on a weekend, the Rollover fee is charged for only 1 day.

We note that the Rollover fee for positions held open from Wednesday to Thursday (EET) is three times the Rollover fee that would otherwise apply. Please note that Rollover fee is calculated and charged in account currency.

3. Overnight Commission for Rollover fee-free Islamic Accounts

For Rollover fee-free Islamic Accounts instead of a Rollover fee we charge an Overnight commission for holding over positions until the next day which is equal to the Rollover fee.

The Overnight commission corresponds to the amount of Rollover fees and depends on the underlying asset of the instrument and position side (Buy or Sell). The amount of Overnight commission will vary from day to day and is calculated and charged each day at GMT + 2:00 or GMT + 3:00 depending on whether day light savings applies. Please note that for positions held open from Wednesday to Thursday (EET) is three times the additional commission that would otherwise apply and there is no additional commission for open positions from Saturday to Sunday and Sunday to Monday.

Please note that Overnight commission is calculated and charged in account currency.

Overnight commission is displayed in the Terminal section in MT4 and MT5.

It is important to remember that:

- This Overnight commission only applies to leveraged margin trading.
- This Overnight commission can also be positive. In this case, FXOpen pays it to the client.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

Transactions are made in T+2 mode (calculations are made on the second business day after the transaction), which means that from Wednesday to Thursday (at 00:00) the Overnight commission is charged for the past weekend and Wednesday. However, for positions open for more than 3 days on a weekend, the Additional commission is charged for only 1 day.

4. Corporate Action effects

While trading CFD Customer's transactions may be affected by Corporate Actions. FXOpen at any time in its sole discretion may take any action it deems fit to reflect the Corporate Action influence on the Customer's orders, positions, transactions, accounts balances as it relates to the Customer's CFD traded with FXOpen.

Without limitation to the foregoing upon the occurrence of a Corporate Action the Company at any time may take the following actions to reflect the Corporate Action on Customer's account:

- credit or debit Customer's accounts,
- adjust, close or cancel any of Customer's Orders or transaction affected by the Corporate Action.

5. Introducing Advisor Fee

Where a Client has been introduced to FXOpen by a third party who has an agreement with FXOpen that governs such introductions (Introducing Advisor) and the Client has a written agreement with the Introducing Adviser to pay it a fee based on a proportion of the commission that is to be received by FXOpen in respect of that Client, FXOpen will pay the Introducing Adviser up to 5% of FXOpen's commission in accordance with the Introducing Advisor's agreements with the Client and FXOpen.

6. Inactive accounts

Where an Account is inactive for a period of more than 3 months and has a balance of $50 or less, the Client will be subject to an inactive account management fee equal to the remaining balance in the Account.

Once this fee has been charged, the Account will be closed.

7. Conversion fees

Conversion fees for deposits and withdrawals to and from your account may be charged by the Client's bank, but will not be charged by FXOpen.

8. International transfers

An administration fee of $30 is charged to the Client by FXOpen for withdrawals made by FXOpen on the Client's Account to an bank that is not an Australian bank.

9. Broker to Broker transfer fees

FXOpen clients may transfer funds between FXOpen and other brokers, providing that both accounts are duly verified and confirmed to be belonged to the same person. An administration fee of USD 50 is charged for Broker to Broker transfers. The minimal amount of Broker to Broker transfer is USD 200.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

10. Credit card fees

FXOpen will notify Clients if any credit fee will be charged for credit card deposits.

11. Electronic payments fees

The following fees are applied to the electronic payments:

(a) Deposits:

	ACCEPTED CURRENCIES	COMMISSION & FEES	MINIMUM AMOUNT	MAXIMUM AMOUNT
Skrill*	USD / EUR / AUD / GBP	3.9% + 0.31 USD / 3.9% + 0.29 EUR / 3.9% + 0.46 AUD / 3.9% + 0.26 GBP	2 USD / EUR / AUD / GBP	50,000 USD / EUR / AUD / GBP
Neteller**	AUD / EUR / GBP / USD	3.9% + 0.43 AUD / 3.9% + 0.27 EUR / 3.9% + 0.24 GBP / 3.9% + 0.29 USD	3 AUD / 2 EUR / 2 GBP / 2 USD	57,000 AUD / 40,000 EUR / 32,000 GBP / 50,000 USD
WebMoney	EUR / USD	7%	1 EUR / USD	100,000 EUR / USD

* **Skrill Deposit surcharge of 1%**: *Albania, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Bosnia-Herzegovina, Brazil, Bulgaria, Cambodia, Chile, China (PR), Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Egypt, Estonia, Georgia, Greece, Hungary, Iceland, India, Indonesia, Israel, Kazakhstan, Kenya, Korea (South), Kuwait, Latvia, Lithuania, Malaysia, Mexico, Moldova, Montenegro, Nigeria, Oman, Pakistan, Peru, Philippines, Republic of North Macedonia, Romania, Russia, Saudi Arabia, Serbia, Slovenia, South Africa, Sri Lanka, Taiwan (ROC), Thailand, Tunisia, Ukraine, United Arab Emirates, Uruguay, Vietnam.*

** **Neteller Deposit surcharge of 1%**: *Albania, Argentina, Armenia, Azerbaijan, Bangladesh, Belarus, Bosnia-Herzegovina, Brazil, Bulgaria, Cambodia, Chile, China (PR), Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Egypt, Estonia, Georgia, Greece, Hungary, Iceland, India, Indonesia, Israel, Kazakhstan, Kenya, Korea (South), Kuwait, Latvia, Lithuania, Malaysia, Mexico, Moldova, Montenegro, Nigeria, Oman, Pakistan, Peru, Philippines, Republic of North Macedonia, Romania, Russia, Saudi Arabia, Serbia, Slovenia, South Africa, Sri Lanka, Taiwan (ROC), Thailand, Tunisia, Ukraine, United Arab Emirates, Uruguay, Vietnam.*

(b) Withdrawals:

	Accepted Currencies	Commission & Fees	Minimum Amount	Maximum Amount
Skrill*	EUR / USD	0.8%	1.01 EUR / USD	100,000 EUR / USD
Neteller**	AUD / EUR / GBP / USD	2,0%, min 1, max 30 EUR (AUD, USD, GBP)	3 AUD / 2 EUR / 2 GBP / 2 USD	11,500 AUD / 8,000 EUR / 6,500 GBP / 10,000 USD

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719

WebMoney	USD / EUR / AUD / GBP	1%	2 USD / EUR / AUD / GBP	15,000 USD / EUR / AUD / GBP

*** Skrill Withdrawal surcharge of 1%**: Taiwan (ROC).

** **Neteller Withdrawal surcharge of 1%:** Taiwan.

FXOpen, from time to time may decrease deposit commissions for a set promotional period, after which normal commissions apply. Such decrease shall be made with the prior notification to the customers made through the Company's website.

12. Tax charges

The Client is responsible for any taxes incurred in respect of any transaction made on the Trading Platform in respect of the Client's Account. This includes any stamp duty, transaction duty, GST or similar goods and services.

13. GST

Fees referred to in this Agreement are exclusive of GST unless expressly stated to be inclusive.

FXOpen AU Pty Ltd is authorised and regulated by the Australian Securities & Investments Commission (ASIC). AFSL 412871 – ABN 61 143 678 719