



CLIENT AGREEMENT

User Agreement

The following describes the terms and conditions upon which easyMarkets Pty Ltd ACN 107 184 510 AFS License 246566 ("the company" or "we") offers to you the customer (hereinafter "you" or "user" or "customer") access to its Web site and the use of its services (hereinafter the "Agreement" or "User Agreement" or "Online Services Agreement").

This Agreement describes the terms, conditions and risks applicable to your use of our services available under the domain and sub-domains of www.easyMarkets.com.au (the "Site" or "Web site"). If you have any questions regarding this Agreement please contact our [Customer Support](#).

You must read, agree with and accept all of the terms and conditions contained in this User Agreement without modifications, which include those terms and conditions expressly set out below and those incorporated by reference, before you may become a customer of easyMarkets. In continuing to access or use the Web site, you agree to follow the Terms and Conditions of this Agreement as they may apply to you.

This Agreement is effective upon acceptance in registration for new registering customers, or upon receipt of e-mail notification by other users. The Agreement is otherwise effective for all users as of March 14th, 2004

If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.

Amendments

easyMarkets may amend or revise this Agreement at any time by posting the amended terms on the Site and you agree to be bound by future revisions. The company will advise current registered users by e-mail of material changes to the terms and conditions of this Web site from time to time. Whenever such changes to the terms & conditions of this Web site are made the company will post a note on the Web site.

All amended terms shall be automatically effective at the sooner of 10 days after their initial posting on the Web site, upon sending a notification to you by e-mail, or at the first time that you use our services after such amendments were made.

If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.

Online Services Agreement

This Online Services Agreement is made between easyMarkets on one side and you on the other.

This Agreement applies to both the easyMarkets Web site and trading platform as well as to the electronic content and or software currently contained on the Web site that supplies the customer with real time information about our products, It also applies to any program facilities for executing trading transactions in the markets via the web , phone or fax (hereinafter referred to as the "Service" or "market"), and any other features, content or services that the company may add in the future.

Membership Eligibility

Our services are available and may be used only by individuals or companies who can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, our services are not available to persons under the age of 18 or otherwise under legal age or who cannot form legally binding contracts under the law applicable to their country of residence ("minors"). **If you are a minor, you may not use this service.** IF YOU DO NOT QUALIFY PLEASE DO NOT USE OUR SITE.

For avoidance of doubt, we shall not be responsible for any unauthorized use by minors of our Services in any way or manner.

Furthermore, our services are available only to, and may only be used by individuals who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring financial contracts via this Site and have done so without relying on any information contained in this Site. Without derogating from the above mentioned, we shall not be responsible to verify and/or check whether you possess such sufficient knowledge and/or experience, nor shall we be responsible for any damage and/or loss incurred by you as a result of insufficient knowledge and/or experience. IF YOU DO NOT QUALIFY PLEASE DO NOT USE OUR WEB SITE.

The entry into any contract or transaction by easyMarkets does not mean and should not be taken to mean that easyMarkets recommends or concurs with the merits of the contract or transaction or that the contract or transaction is suitable for you.

Without limiting the foregoing, our services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to anyone at its own discretion.

Legal Restrictions

Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of the Web site. For avoidance of doubt, an actual possibility to access to our site does not necessarily mean that our Services and your activities through it are legal under the laws, regulation or directive, relevant to your country of residency.

This Web site does not constitute, and may not be used for the purposes of an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation. Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves about, and to observe, such restrictions.

You hereby declare that the moneys invested in your account with the Company do not originate from trafficking drugs, abduction, or any other criminal activity and that investment or dealing in those moneys does not break the law in your country of residence.

You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without the prior written consent of easyMarkets.

Rights and Remedies

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law and no delay or omission on the part of easyMarkets in exercising any right, power or remedy provided by law or under this Agreement or partial or defective exercise thereof, will:

- Impair or prevent further or other exercise of such right, power or remedy; or
- Operate as a waiver of such right, power or remedy.

Limited License

easyMarkets grants you a non-exclusive, non-transferable and limited personal license to access and use its Web site (the "license"). This license is conditional on your continued compliance with the terms and conditions of this Agreement.

You agree not to "deep-link" to the Web site, resell or permit access to the Web site to others and not to copy any materials appearing on the Web site for resale or for any other purpose to others without the prior written consent of easyMarkets.

For avoidance of doubt, you shall be responsible and be bound by any unauthorized use of the site, made in breach of this section.

You agree to use the information received from the information systems of easyMarkets for the sole purpose of executing transactions inside and within the easyMarkets Web site.

You further agree not to use any electronic communication feature of a Service on the Site for any purpose that is unlawful, tortuous, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

The license granted under this agreement will come to an end if easyMarkets believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this agreement and all rules and guidelines for each service.

Upon such violation, you agree to cease access to the Services. You agree that easyMarkets, at its sole discretion and with or without notice, may terminate your access to any or all Services, and remove and discard any information or content within a Service.

Communications

Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail or otherwise transmit through the Services, including information, data, questions, comments or suggestions (your "Communications") will be treated as non-proprietary and non-confidential.

By accepting this agreement you grant a license to easyMarkets to use your Communications in any way it thinks fit either on the Web site or elsewhere with no liability or obligation to you. easyMarkets is free to use any idea, concept, know-how or technique or information contained in your Communications for any purpose including, but not limited to, developing and marketing products.

easyMarkets is entitled, but not obligated, to review or retain your Communications. easyMarkets may monitor your Communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the web site, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which easyMarkets monitors your Communications. In no event will easyMarkets be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of easy-forex's monitoring activities.

Procedures for opening a new account

To help governments fight the funding of terrorism and money laundering activities, the applicable laws require that all financial institutions shall obtain, verify, and record information identifying each person who opens an account.

What does that mean for you?

When you open an account, we ask that you provide your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your Passport (and/or your driver's license or I.D. card) or other identifying documents. We may verify your identity by using Electronic Verification databases, or ask you to certify documents you provided to us.

Registration Information and Requirements

When you register for the service, easyMarkets may ask you to provide certain identifying information ("Registration").

You agree to provide true, accurate, current and complete information about yourself during the registration process, and you also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from easy-forex for any purpose. If you are registering as or for a business entity, you herewith declare that you have the authority to bind that entity to this Agreement

easyMarkets will treat with care the information you entrust to the company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.

During the registration process you will be asked to choose a user name and password that will be used by you every time you access the Web site to use the service. For your protection and that of other Web site users, you should not share your Registration information (including your password and username) with another person or business entity for any purpose including, but not limited to, facilitating access and unauthorized use of the Service. You alone are responsible for all acts or omissions that occur within the Web site through the use of your Registration information.

If you believe that someone has used or is using your Registration information, user name or password to access any Service without your authorization, you should notify our Customer Support immediately.

Obligations of easyMarkets

easyMarkets will supply you with the informational and technical means in a twenty-four-hour mode of operation starting Sunday 10:00 p.m. GMT to Friday 09:00 p.m. GMT except on official holidays in the USA and Europe.

easyMarkets shall provide you with access to trading transactions and quotes through the reserve in a twenty-four-hour mode of operation starting Sunday 10:00 p.m. GMT to Friday 09:00 p.m. GMT, except on official holidays in the USA and Europe, through the operators of easyMarkets

easyMarkets will fulfill to the best of its abilities all your trading orders, keep the register of your orders and of their fulfillment, and will provide you with necessary extracts upon your demand.

easyMarkets shall provide the following reports:

- Closed Positions: Report presenting the account's closed transactions.
- Account Statement: Report presenting the account's balance and statement at a given point of time.
- Activity Log: Report presenting all the activity accessing your web account.
- Monthly Report: Report presenting all transactions in any given month on your account.

Tax collection

You know, understand and agree that easyMarkets does not collect Tax for any authority in any form or manner unless required by law in which event easyMarkets is authorized to deduct from any monies in your account or held by easyMarkets for you to pay any taxes as requested by the appropriate revenue or other authority.

Without limiting the foregoing, it is your obligation alone to calculate and pay all taxes applicable to you in your country of residence or otherwise as a result of your trading activity using the services of the company.

Privacy statement

easyMarkets views the privacy of its customers and protection of information concerning them of prime importance. We store and process your information on computers located in USA and Ireland. These computers are protected by physical and technological security devices. If you object to your Information being treated in this way please do not use our services.

We shall not sell or rent your personal information to third parties for any purposes without your explicit consent and we shall only use your information as described in our Privacy Policy.

Limitation of Liability and Indemnification

You agree to indemnify and hold easyMarkets and its affiliates, agents, employees and licensors (including the Third Party Providers) harmless against all actions, claims, demands, proceedings, damages, costs, charges and expenses incurred by easyMarkets arising out of or relating to your violation of this agreement as well as any applicable laws or regulations or any other person's rights, or any misrepresentation made by you or any breach of your representations or warranties.

IN NO EVENT SHALL easyMarkets, ITS OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EXCEPT AS STATED IN THIS AGREEMENT.

THE LIABILITY OF easyMarkets, ITS OFFICERS, DIRECTORS OR EMPLOYEES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF MONEY YOU TRANSFERRED OR

DEPOSITED IN YOUR ACCOUNT AT easyMarkets IN RELATION TO THE TRANSACTION GIVING RISE TO LIABILITY.

Risk Statement

You agree to use the Web site at your own risk.

Without limiting the foregoing, the financial services contained within this site are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in the acquisition of financial contracts.

Derivative prices are highly volatile and are very difficult to predict. Due to such volatility, in addition to the spread that easy-forex adds to all calculations and quotes (as described below in further details), no financial contract purchased or other Service offered in our Web site (whether or not the payout exceeds the premium amount) may be considered as a safe trade.

The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company.

Stop Loss Orders shall be executed either at the exact exchange rate declared by the customer, or at the exact amount of loss declared by the customer. A transaction of that nature shall be executed as soon as the distinctive ("indicative") exchange rate is found on the financial information systems which, including the Company's spread, is either identical to the order given by the customer, or indicates an identical amount of loss declared by the customer.

The calculation of the price to be paid (or the payout to be received) for financial contracts on this site, at the time the financial contract is purchased or sold, will be based on the Company's best estimate of market prices and the expected level of interest rates, implied volatilities and other market conditions during the life of the financial contract, and is based on a complex arithmetic calculation.

The calculation will include a spread in favor of the Company. The financial contract prices (or the payout amounts) offered to customers speculating on market or index prices, may differ substantially from prices available in the primary markets where contracts thereupon are traded, due to the spread favoring the Company in the price calculation system referred to above.

The Company does not provide a market amongst or between customers for investments or speculations. Each financial contract purchased by a customer via this site is an individual agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

Market information

easyMarkets may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party

Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data. ("Market Information").

Market Information provided on these Web pages is not intended as investment advice. easyMarkets does not endorse or approve the Market Information, and we make it available to you only as a service for your own convenience. easyMarkets and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or warrant any results from your use or reliance on the Market Information.

Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither easyMarkets nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice.

You agree that neither easyMarkets nor the Third Party Providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. You will not "deep-link", redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by easyMarkets to receive Market Information.

Use & Access to the Site

You shall be responsible for providing and maintaining the means by which to access the Web site, which may include without limitation a personal computer, modem and telephone or other access line.

You shall be responsible for all access and service fees necessary to connect to the Web site and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Web site and the services (hereinafter referred to as "computer" or "your computer").

You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

You agree that easyMarkets will not be liable in any way to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

You will not transmit to or in any way, whether directly or indirectly, expose easyMarkets or any of easyMarkets's online service providers to any computer virus or other similarly harmful or inappropriate material or device.

Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified.

You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company. You are responsible for ensuring that you alone control access to your

account, and that no minor or other person is granted access to trading on the Website using your account. In any case, you alone remain fully liable for any and all positions traded on your account, and for any credit card transactions entered into the Site for your account. You agree to indemnify the Company fully in respect to all costs and losses whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.

You agree that in the case that any financial contract is acquired or sold at prices that do not reflect its market prices or that is acquired or sold at an abnormally low level of risk (the "mis-pricing") due to an undetected programming error, bug, defect, error or glitch in our Web site software (the "error"), easyMarkets reserves the right to cancel such transactions upon notifying you of the nature of the computer error that led to the mis-pricing. You have a duty to report to the Company any problem, error or suspected system inadequacies that you may experience.

Unauthorised Activities

You agree and acknowledge that you will not use our products and services for any Unauthorised Activity.

"Unauthorised Activity" means any act, including but not limited to:

- Money laundering, arbitrage, or trading on off-market quotes or any other activity involving the purchase of the Financial Products on one market for the immediate resale on another market in order to profit from a price discrepancy or price error;
- different accounts being traded by one trader simultaneously;
- internal/external hedging;
- churning;
- abuse of our "guaranteed stop loss" feature;
- use of fake ID;
- trading patterns such as risking all the trading equity in large, one directional trades;
- use of excessive leverage;
- same electronic identification point with other users;
- deposit and withdrawal patterns;
- communication with other account holders;
- placement of opposing orders so as to abuse guaranteed fill;

We retain the right to cancel or reverse any transaction and / or to terminate our agreement with you, with immediate effect, where we reasonably believe that a transaction involves any Unauthorised Activity.

Company's rights

easyMarkets reserves the right to suspend the operation of this site or any part or sections of it. In such an event, easyMarkets may, at its sole discretion (with or without notice), close out the customers' open financial contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the Company in connection thereto.

easyMarkets may impose volume limits on Customer accounts, at its sole discretion.

Contract payouts shall be determined by easyMarkets by reference to the daily values reported on this Web site relevant to the interbank trading data received by the Company for financial quotes, subject that easyMarkets shall have the right to make corrections to such data in the event of mis-priced or typographically incorrect data.

Force Majeure

You agree that easyMarkets will not be liable in any way to you or to any other person in the event of force majeure, or for the act of any Government or legal authority or for the failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

The parties shall be released of all responsibilities for partial, full or non-fulfillment, as well as for improper fulfillment of the obligations under this Agreement, if this non-fulfillment or improper fulfillment was a result of extraordinary events, which occurred after this Agreement was concluded and which the party could not either foresee or prevent (natural calamities, wars, armed conflicts or any other event beyond that party's control).

Technical Problems

You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Web site.

easyMarkets shall not be liable for, and you agree not to hold or seek to hold easyMarkets or any of its agents or service providers liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

easyMarkets does not represent, warrant or guarantee that you will be able to access or use the web site at times or locations of your choosing, or that easyMarkets will have adequate capacity for the web site as a whole or in any geographic location.

easyMarkets does not represent, warrant or guarantee that the web site will provide uninterrupted and error-free service. easyMarkets does not make any warranties or guarantees with respect to the web site and its content, including without limitation, warranties for merchantability or fitness for a particular purpose.

Without limiting the foregoing easyMarkets will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

Hyperlinks

easyMarkets may provide a link to other sites that are controlled or offered by third parties. Such link to a site/s is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers.

easyMarkets cautions you to make sure you understand the risks involved in using those site/s before retrieving, using, relying upon or purchasing anything via the Internet.

Links to these web sites are provided solely for your convenience, and you agree that under no circumstances will you hold easyMarkets liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

Trademarks and Copyrights

All content, trademarks, services marks, trade names, logos and icons are proprietary of easyMarkets or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Web site. You will not obtain any intellectual property rights in or any right or license to use such materials or the Web site other than as set out in this Agreement.

Images displayed on the Web site are either the property of, or used with permission by easyMarkets. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of easyMarkets.

Nothing contained on the Web site should be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark without the written permission of easyMarkets or such third party that may own the trademarks. Your use of the trademarks, or any other content of the Web site, except as provided herein, is strictly prohibited.

Governing Law, Arbitration and Court Jurisdiction

This Agreement subject to any mandatory requirements imposed by the law of your country of residence shall be governed by the laws of the State of Victoria, Australia without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with easyMarkets in Australia or elsewhere.

If any part of this agreement is unlawful, void or unenforceable under the law of any jurisdiction, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions under the law of that jurisdiction and the legality, validity or enforceability of that part under the law of any other jurisdiction will not in any way be affected.

The parties recognize electronic and magnetic recordings as evidence when settling disputable matters, as in order to state any facts concerning the obligations for trading operations in the Financial market.

Dispute Resolution

You are required to inform easyMarkets immediately in writing of any dispute or difference whatsoever in connection with this agreement and easyMarkets will endeavour to investigate and resolve any dispute or difference in accordance with easyMarket's internal complaints handling system. In the event that the dispute or difference is unable to be resolved by easyMarkets to your satisfaction you have the right to refer the dispute or difference to the Financial Ombudsman Service for determination in accordance with their rules.

Exclusive Court Jurisdiction: alternatively, for the benefit of easyMarkets only, you agree to submit to the exclusive jurisdiction of the courts located within the State of Victoria, Australia to settle any dispute, which may arise in relation thereto.

Notwithstanding these provisions any dispute with easyMarkets can be submitted to the appropriate regulatory body or authority or other dispute resolution procedure as required by law in your country of residence but this does not prevent easyMarkets from commencing proceedings or pursuing those proceedings in any other relevant jurisdiction.

Disclosures

The services hereunder are offered by easy-forex Pty Ltd trading as eayMarkets, located at Suite 703, 65 York Street, Sydney, NSW 2000.

It is important that you be fully aware of the following points:

- The high level of leverage possible in transactions in financial contracts stems from the fact that it is only necessary to pay relatively modest margins or guarantees in relation to the scope of the contract.
- The result of the above is that even a slight fluctuation of the market could mean substantial gains when these fluctuations are in your favor, but that could also mean considerable losses if the fluctuations are to your detriment.
- There exists no system which could assure you that transactions on the financial markets should bring you great benefits, nor is it possible to guarantee, that your transactions will yield favorable results.
- Market conditions might at times render impossible the execution of an order or of a limit order at a stipulated price.
- The amount you could lose in a transaction carrying limited risk will never be more appreciable than that which you can lose in transactions having no pre-determined limit on loss.
- Nevertheless, even though the extent of the losses could be subjected to an agreed upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.

- It is possible that some unfavorable situations on the market could occur, in a relatively short period of time, resulting in the TOTAL LOSS of your investment.
- Since deposit of an additional guarantee is not obligatory in this case, easyMarkets reserves the right to close the outstanding balances without the customer consent.
- The risk information presented here does not reflect all the risks as well as other important aspects intrinsic of the Financial markets. Therefore, before starting to trade, you should learn in detail the specifics of trading on any markets.
- You should conclude an agreement for opening and/or closing transactions on the Financial market only if you are absolutely sure of the size of its possible risk and consequences and if you understand in detail the scope and range of your rights and obligations.

Deposits and Withdrawals

- **Withdrawal orders:** The provision of documentation as may be required from time to time by AML regulations, Credit Card companies and easyMarkets, is a prerequisite, prior to the execution of a withdrawal order.
- **Credit card deposits** may be, according to credit card companies' regulations, returned to same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to bank account at company's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
- **Credit Card Deposits Variance:** When choosing an account base currency other than AUD, your credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by you in the account base currency. You hereby accept that such variations may occur and you hereby affirm that you shall not seek to object or charge this back. Note that when Using AUD as account base currency this phenomena will be avoided.
- **When depositing by a Bank Transfer,** as required by anti-money laundering regulations, you are required to use only one bank account, which is in your country of residence and in your name. An authentic SWIFT confirmation, showing the origin of the funds, must be sent to easyMarkets. Failure to submit such SWIFT may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to your easyMarkets account. Any withdrawal of funds, from your easyMarkets account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- **Alternative payment methods** (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than Credit Cards and/or Banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. easyMarkets, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money laundering regulations.

Termination

easyMarkets may exercise full discretion in modifying or discontinuing any part or whole of this Agreement at any time without cause or prior notice.

Software

You acknowledge and agree that easyMarkets makes no warranty whatsoever that any software (the "Software") downloaded onto your computer equipment from or through the website or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor does easyMarkets warrant that the Software is or will be uninterrupted, error free or available at all times. You further understand and agree that your download and/or use of the Software may expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. easyMarkets expressly disclaims any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend and hold harmless easyMarkets from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

easyMarkets MT4 PLATFORM - LETTER OF DIRECTION

The following additional terms apply to clients utilizing easyMarkets' MT4 Platform and/or MT4 MultiTerminal (the "**Program**"). If you utilize the Program, you agree to the additional terms set forth hereinafter (the "**Additional Terms**") and you authorize easyMarkets to act accordingly. These Additional Terms apply in addition to the general terms and conditions set out above. If there is a conflict between these Additional Terms and the general terms and conditions set out above, the provisions of these Additional Terms shall prevail.

- a. You wish to utilize the Program to execute trades and to direct trade orders and trade details to easyMarkets. You acknowledge and agree that, by utilizing the Program you will not be entering trade orders and trade details directly with easyMarkets, but, rather, will be entering trade orders and trade details through the Program, a third party. You hereby authorize and direct easyMarkets to enter trades for your account in accordance with trading signals generated and sent to easyMarkets by the Program. In consideration of opening your account, you acknowledge and agree to the additional terms and conditions set forth hereinafter, as follows:
- b. You fully understand and agree that the trade orders and trade details are generated by the Program and not by easyMarkets and that easyMarkets' responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by the Program and as received by easyMarkets. You confirm and acknowledge that easyMarkets has not solicited, or in any other way recommended, your participation in the Program. You acknowledge and agree that you have made inquiries and conducted research into the Program sufficient to make an informed investment decision. easyMarkets cannot imply or guarantee that you will make any profit from the Program and you agree that easyMarkets will not be held responsible for the Program's performance or trading losses incurred in your account as a result of trading pursuant to the Program.

- c. easyMarkets will enter trade orders for your account in accordance with the trade orders and trade details generated by the Program. You understand and acknowledge that your trading access through the Program will be provided by the Program provider and not by easyMarkets.
- d. If more than one easyMarkets client is using the same system or service as the Program, You acknowledge that easyMarkets may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. You understand and acknowledge that easyMarkets will only be responsible for using its commercially reasonable efforts to execute, in a timely fashion, the trade orders and trade details generated by the Program.
- e. easyMarkets shall not be responsible for any error or malfunction of the Program, mechanical or communication line failure, system errors, data failure or any other causes beyond its control. You understand and acknowledge that easyMarkets can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. easyMarkets shall not be held responsible for the execution of the order at the price indicated or otherwise).
- f. You acknowledge that you have had the opportunity to ask questions as to how your account will be handled and understand and acknowledge that you have not purchased the Program from easyMarkets. You understand and acknowledge that there is no trading system or recommendation service, including the Program, which is free from the risk of loss. easyMarkets does not imply or guarantee that you will make any profit and you acknowledge and agree that neither easyMarkets nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of the Program or trading losses in your account.
- g. easyMarkets may act upon the authority given by this letter of direction until you revoke the authority by written notice addressed and actually delivered to easyMarkets, in accordance with the instructions and details on the website. easyMarkets may also terminate the authorization over the Program at any time for any reason at its sole discretion and in such instance, will provide you with written notice. You acknowledge and agree that you shall be responsible for any open lots in your account at the time your authorization over the Program is terminated. You acknowledge and agree that you shall permit easyMarkets to execute offsetting orders for any open lots in your account at the time your authorization over the Program is terminated.
- h. You acknowledge and agree that, in the absence of willful or wanton misconduct, neither easyMarkets nor any of its officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission in the course of or in connection with your participation in the Program. You acknowledge and agree that you shall indemnify easyMarkets, its principals, officers, directors, employees, agents, successor and/or assign from all losses and/or liability (including reasonable attorney's and/or accountant's fees) incurred or resulting from this letter of direction to utilize the Program, provided that there has been no judicial determination that such liability was the result of gross negligence or recklessness or intentional misconduct by easyMarkets, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of your account.

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