Customer Agreement

This Customer Agreement contains the terms and conditions governing your Account at Gain Capital UK Limited ("Gain Capital UK"), and all Transactions in this Account are with Gain Capital UK. In this Customer Agreement, the undersigned customer is referred to as "customer" or "you". Gain Capital UK may also be referred to as "we" or "our".

Please read this Customer Agreement carefully as it contains important information concerning your and Gain Capital UK's rights and obligations in relation to the services we agree to provide you. Please let Gain Capital UK know as soon as possible if there is anything which you do not understand. Gain Capital UK Customer Services, Park House, 16 Finsbury Circus, London EC2M 7EB, United Kingdom, Telephone: +44 (0) 20 7429 7900, Fax: +44 (0) 20 7236 4870, E-mail: ukinfo@GainCapital.com

1. General Information

1.1 **Information About Us.** Gain Capital UK is authorised and regulated by the Financial Conduct Authority ("FCA"), Registration number 113942, at our registered office, Park House, 16 Finsbury Circus, London EC2M 7EB, United Kingdom. Gain Capital UK is an affiliate of the GAIN Capital Group, LLC and utilises the trading systems, infrastructure, technology, operations and personnel of the group to facilitate customer services. Gain Capital Group, LLC is registered as a Retail Foreign Exchange Dealer with the Commodity Futures Trading Commission and is a member of the National Futures Association (NFA ID#0339826) in the United States.

1.2 **Our Services.** Subject to the terms and conditions of this Customer Agreement and acceptance of your application to open an Account with us, we will maintain one or more Accounts in your name and will provide execution-only brokerage services for spot Transactions in the international over-the-counter foreign exchange markets and effect Rolling Spot Forex Transactions, Commodity and CFD Transactions and provide brokerage services for Transactions in such other products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all contracts and Transactions entered into between us shall be governed by the terms of this Customer Agreement, as amended from time to time.

1.3 **Our Capacity.** We will deal with you as principal unless we inform you that we are dealing with you as agent generally or with respect to any Transaction or class of Transactions.

1.4 **Your Capacity.** You will enter into Transactions as principal unless otherwise agreed in writing by us.

1.5 **Language of Communications.** You may communicate with us in English. All Gain Capital UK standard documents will be available in English. If a document is translated into another language this will be for information purposes only and the English version will prevail.

1.6 **Commencement.** This Customer Agreement supersedes any previous agreement between us on the same subject matter and takes effect when you signify your acceptance of this Customer Agreement by executing the Customer Account Application in consideration for the services we provide including the provision of market and price information on Financial Instruments which we trade. By executing the Customer Account Application you confirm that you have read, understood and agree to be bound by this Customer Agreement with us.

1.7 **Withdrawal.** If you are an individual acting for purposes which are outside your business, trade or profession, you have a period of 14 calendar days from acceptance of this Customer Agreement to withdraw from this Customer Agreement without penalty and without giving any reason. This right of withdrawal shall not apply following any Transaction executed under this

Customer Agreement which will thereafter remain binding upon you.

1.8 **Amendments.** We may amend this Customer Agreement by giving written notice to you by post or email. Each amendment will become effective on the date specified in the notice. Any amendment requested by you must be agreed in a formal amendment agreement by us. Unless expressly agreed otherwise, an amendment will not affect any outstanding Order or Transaction or any legal rights or obligations which may already have arisen. If you do not wish to accept any amendment made by us you may by notice to us close any of your open Transactions and your Account in accordance with this Customer Agreement.

1.9 **Duty to You.** Nothing in this Customer Agreement purports to exclude or restrict any duty or liability owed by us to you under the Act or FCA Rules under which we are not permitted to exclude or restrict. If there is any conflict between this Customer Agreement and the FCA Rules, the FCA Rules will prevail.

1.10 **Duties and Responsibilities.** We assume no greater responsibility or fiduciary duty than that imposed by the FCA Rules or the express terms of this Customer Agreement.

2. Risk Disclosures

2.1 At Schedule 2 you are provided with a Risk Notice in compliance with FCA Rules. The Risk Notice sets out the particular investment risks of investing in complex financial instruments. Your execution of the Customer Account Application will be treated as your informed acknowledgment that you have carefully read and are prepared to accept the risks outlined in the Risk Notice. If there is anything you do not understand it is recommended that you seek specialist independent financial and/or legal advice, in particular, regarding the suitability of complex financial instrument trading.

2.2 You should note, in particular, that trading on Margin involves significant risks and that:

(a) you can lose more than your Initial Margin and in certain circumstances your losses may be unlimited; and

(b) if the market moves against your position or Margin rates are increased there may be insufficient money in your Account to satisfy Margin requirements and we may automatically liquidate any or all of your positions at a loss.

3. Interpretation

3.1 Terms capitalised in this Customer Agreement are defined at Schedule 1 of this Customer Agreement.

3.2 **General Interpretation.** A reference in this Customer Agreement to a "clause" or "Schedule" will be construed as a reference to, respectively, a clause of or Schedule to this Customer Agreement, unless the context requires otherwise. References in this Customer Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment. A reference in this Customer Agreement to any "document" will be construed to include any electronic document. References to persons include bodies corporate, unincorporated associations and partnerships/persons, firms, companies, corporations, governments, states or agencies of a state or any associations or partnerships of two or more such persons (whether or not having separate legal personality). The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the FCA's Rules have the same meanings in this Customer Agreement unless expressly defined in this Customer Agreement. Any times or deadlines referred to in this Customer Agreement, whether by reference to specific hours or

otherwise, are based on local times in London, UK.

3.3 **This Customer Agreement and the Schedules.** The Schedules form part of this Customer Agreement. We may from time to time send to you further schedules with respect to a specific Market or class of Financial Instruments or Commodity which will also form part of this Customer Agreement.

3.4 **Headings.** Headings are for ease of reference only and do not form part of this Customer Agreement.

3.5 **Time of Essence.** Time will be of the essence in respect of all obligations of yours under or in connection with this Customer Agreement and any Transaction. This means that specified times and dates in this Customer Agreement are vital and mandatory. Any delay, reasonable or not, may be grounds for terminating a Transaction or Transactions or this Customer Agreement.

4. Client Classification

4.1 For the purposes of the services provided by Gain Capital UK under this Customer Agreement subject to clause 4.2 we will treat you as a Retail Client, unless you are notified otherwise.

4.2 Where we have categorised you as a Retail Client, in certain circumstances you may request to be treated as a Professional Client. If you are classified as a Professional Client pursuant to your request you will lose the protections afforded to Retail Clients (apart from those also provided to Professional Clients) under FCA Rules. We will provide you with a summary of the protection loss in these circumstances, further details of which are available from Gain Capital UK on request. Where we have categorised you as a Professional Client in certain circumstances you may request to be treated as an Eligible Counterparty.

5. Applicable Regulations and Market Requirements

5.1 **Subject to Applicable Regulations.** This Customer Agreement and all Transactions are subject to Applicable Regulations so that:(i) if there is any conflict between this Customer Agreement and any Applicable Regulations, the latter will prevail; and (ii) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you.

5.2 **Market Liquidity Provider and Market Action.** If a Market or Liquidity Provider (or an intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) takes any action which we determine affects or may affect a Transaction, then we may take any action which we, may reasonably consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by us will be binding on you.

5.3 You acknowledge that you are solely responsible for, and that neither Gain Capital UK nor any of its Affiliates has any responsibility for, your compliance with any laws or Applicable Regulations to your use of the services provided by us under this Customer Agreement including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control, and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile, residence or tax-paying status.

6. Execution and Advice

6.1 **Execution Only.** We deal with you on an execution-only basis and will not make personal recommendations or advise on the merits or suitability of purchasing, selling or otherwise dealing in particular investments or executing particular Transactions, their legal, tax, accounting

or other consequences or the composition of any account or any other rights or obligations attaching to such investments or Transactions. You should bear in mind that merely explaining the terms of a Transaction or Financial Instrument or its performance characteristics does not itself amount to advice on the merits of the investment.

6.2 **Incidental Information.** Where we do provide general trading recommendations, market commentary or other information:

(a) this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to a personal recommendation or to advice;

(b) we give no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any Transaction; and

(c) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on contrary to that restriction.

6.3 You acknowledge and agree that you are capable of assessing the merits of and understand and accept, the nature and risks of Transactions entered into under this Customer Agreement and that you do not rely on advice from Gain Capital UK in relation to the merits of any such Transaction.

7. Introducing Brokers

7.1 If your Account was introduced to Gain Capital UK by an introducing broker you acknowledge and agree that:

(a) you authorised the introducing broker to introduce you to Gain Capital UK and Gain Capital UK assumes no responsibility whatsoever for the terms of any agreement between you and the introducing broker or the lack thereof;

(b) a portion of the charges or Commission paid by you to us may be given to the introducing broker which may increase the overall cost of services to you and that you can contact the introducing broker or Gain Capital UK for further information in this respect;

(c) any advice given to you regarding your Account or your Transactions by an introducing broker is not given by or on behalf of Gain Capital UK and Gain Capital UK assumes no responsibility whatsoever for any such advice; and

(d) an introducing broker is an independent intermediary and does not act as an agent of Gain Capital UK or otherwise act on behalf of Gain Capital UK.

8. Account Opening

8.1 An Account must be opened prior to entering into any Transaction with Gain Capital UK. No Orders can be placed until an Account has been opened and cleared funds received. Without prejudice to the foregoing, if Gain Capital UK permits you to place an Order notwithstanding that an Account has not been opened, or cleared funds received, this shall not limit your liability to Gain Capital UK pursuant to this Customer Agreement in respect of the Order placed. Gain Capital UK may, at its absolute discretion, refuse to accept you as a client for whatever reason but will notify you of any such refusal, without giving any reasons, as soon as reasonably practicable.

8.2 You must record information regarding your investment knowledge and experience in the

Customer Account Application. On the basis of this information and in accordance with the Applicable Regulations we will assess whether opening an Account is appropriate for you. If you are classified as a Professional Client we will make certain assumptions about the appropriateness of the services to be provided, and we will be entitled to assume that you have the requisite knowledge and experience to enter into Transactions. If you do not consider this to be the case, you must make us aware of this prior to entering into any Transactions and provide us with all relevant information as to the level of your knowledge and experience.

8.3 As a condition of opening an Account we may in our sole discretion, require you to have either: (a) effected Transactions of the type to be executed with Gain Capital UK under this Customer Agreement for at least six (6) months; and/or (b) traded satisfactorily on the Demo Trading System where it is available to you on the Gain Capital UK website.

8.4 You acknowledge and agree that we are entitled to rely upon the information you provide in the Customer Account Application as true, accurate and complete without an obligation or duty upon us to undertake any further enquiry. Further it is your responsibility to promptly inform us in writing if at any time during your relationship with Gain Capital UK you become aware of any information or circumstances which might reasonably indicate that the basis for our initial assessment has changed.

8.5 To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

(a) make periodic searches and enquiries about you and any Related Party at credit reference agencies, and your employers and any other relevant parties (as applicable);

(b) disclose information to organisations involved in fraud prevention; and

(c) obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.

8.6 Account limits with respect to the size of any Transactions that you may enter into or the amount of any loss or liability you may be exposed to, do not limit or represent your liability for losses to Gain Capital UK, and the funds you may have from time to time on deposit with us as Margin or otherwise do not represent any limit upon your financial liability to us.

9. Charges and Payments

9.1 **Charges.** You will pay our charges as agreed with you from time to time or we may deduct such charges from any funds held by us on your behalf ("Commission"). We may charge a mark-up or mark-down (the difference between the price at which we take a principal position and the Transaction execution price with you). We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Where your Account was introduced to us by an introducing broker a portion of Commissions paid by you may be given to the introducing broker.

9.2 **Currency Indemnity.** If we receive or recover any amount in respect of an obligation of yours in a Currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, you shall indemnify (fully compensate or reimburse) us from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a Currency other than the Currency in which it was due.

9.3 **Incidental Fees.** Gain Capital UK may charge for incidental banking-related fees such as

wire charges for deposits/withdrawals and returned cheque fees. Gain Capital UK may charge monthly fees (for example data fees) in any account wherein there is no trading activity for at least thirty (30) calendar days. Gain Capital UK reserves the right to change its fee structure and/or parameters at any time by notification posted on its website and without further notice to you. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organization arising out of Gain Capital UK's provision of services hereunder. The customer may incur additional fees for the purchase of optional, value added services offered by Gain Capital UK.

9.4 **Conversion of Foreign Currency Amounts.** If you direct Gain Capital UK to fund Margin from funds denominated in a currency other than the Account Base Currency, Gain Capital UK will be authorised to convert those funds for Margin at a rate of exchange reasonably determined by Gain Capital UK. Gain Capital UK will not be liable to you for any exchange rate loss suffered by you as a result of any such conversion.

9.5 **Payments and Deliveries Net.** Unless we give you written notice to the contrary, all payments and deliveries between us shall be made on a net basis and we shall not be obliged to deliver any asset or make any payment to you or both (as the case may be) unless and until we have received from you the appropriate documents and any cleared funds.

9.6 **Remuneration and Sharing Charges.** We may receive remuneration from, or share charges with any of our Affiliates or third parties in connection with Transactions carried out on your behalf. Details of such remuneration or sharing arrangements will be made available to you on written request.

10. Account Payments

10.1 **No Interest.** Unless otherwise agreed, you acknowledge and agree that no interest will accrue on any cash balance in your Account and that Gain Capital UK will not be liable to pay you any such interest.

10.2 **Base Currency.** You shall designate a base currency of your Account (the "Account Base Currency"). Details regarding designation of a base currency are provided on our website in the Account Application Form or in the Trading Policies and Procedures. Any sums deposited in your Account, if in a Currency other than the Account Base Currency, may be converted to that Account Base Currency at the prevailing conversion rate as designated by us unless alternative instructions from you are accepted by us. If any interest costs, commission and other charges to be debited to your Account are in a Currency other than the Account Base Currency they may be converted to that Account Base Currency at the prevailing conversion rate as designated by us.

10.3 All payments from your Account will be made on your request in the Account Base Currency unless another Currency is agreed in advance and we may remit funds using a payment method which we determine is appropriate. We shall not be obliged to make any payment to you unless your cash balance remaining after making the payment would be sufficient to cover any Margin requirements and any unrealised losses in relation to any open Transactions on your Accounts.

10.4 No instructions to pay a third party from your Account will be accepted by us unless otherwise agreed in writing by us.

10.5 You agree to make payments due to us under this Customer Agreement in accordance with the following terms:

(a) all electronic or telegraphic transfer or other bank fees in respect of payments by you will

be your sole responsibility;

(b) any payment made to us will only be treated as received when we receive cleared funds;

(c) if any payment is not received by us on the due date for payment then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgment) at a rate of 1% per month from the date payment was due until the actual date of receipt by us; and

(d) you indemnify (fully compensate or reimburse) us against any costs or expenses (including all legal fees and expenses) which we may incur, either before or after the commencement of any legal action, to recover payments due.

11. Joint Accounts

11.1 **Joint Accounts.** If more than one natural person executes this Customer Agreement ("Joint Account"), all such natural persons agree to be jointly and severally liable for the obligations assumed in this Customer Agreement (which means, for example, that any one person can withdraw the entire balance of the Account, and in the case of a debit balance or debt owed on the Account to us, each Account holder is responsible for the repayment of the entire balance and not just a share of it).

11.2 We shall be entitled to treat each Account holder of a Joint Account as having full authority (as if they were the only person entering into the Agreement) on behalf of the others to give or receive any instruction, notice, request or acknowledgement without notice to the others, including an instruction to liquidate and/or withdraw investments from the Account and/or close any Account) however we may in our sole and absolute discretion, require an instruction request or demand to be given by all Joint Account holders before we take any action.

11.3 One account holder may request us to convert the Account into a sole Account. We may (but shall not be obliged) require authority from all Joint Account holders before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before they were removed from the Account.

12. Managed Accounts

12.1 You may appoint a third-party to manage your Account or your Account trading strategy on your behalf ("an Account Manager") and you represent and warrant that the third-party has all required regulatory consents, permissions, registrations or licences that may be necessary to act in this capacity ("Regulatory Consents"). We shall be under no obligation to verify the authority of an Account Manager or that the Account Manager has the required Regulatory Consents. However in our sole and absolute discretion, we may require such evidence as we think fit to demonstrate that the Account Manager has authority to act on your behalf and has the Regulatory Consents required.

12.2 You authorise us to accept all instructions given by the Account Manager whether orally or in writing, in relation to your Account and we shall not be obliged to make any enquiry of you or of any other person before acting on the instructions of an Account Manager. We may communicate with the Account Manager directly regarding the Account and you agree that communications made by us to the Account Manager are deemed to be received by you when received by the Account Manager. You further authorise us to disclose, or grant access, to the Account Manager all information we hold in relation to the Account, including personal information about you.

12.3 You acknowledge and accept that, in providing the Trading Systems to the Account Manager we have the right but not the obligation to set limits, controls, parameters and/or other controls on

the Account Manager's authority to use or access to the Trading Systems. You nonetheless acknowledge that we have no obligation or responsibility to you to put in place any such limits or controls on the Account Manager's trading and that you have full responsibility and liability for the Account Manager's actions.

12.4 You agree to indemnify us (fully compensate and reimburse) for any loss, damage or expense incurred as a result of:

(a) Gain Capital UK acting on instructions of the Account Manager outside the scope of the Account Manager's authority; or

(b) the Account Manager's breach of any term of their appointment.

12.5 You further ratify and accept full responsibility and liability for all instructions given to us by the Account Manager (and for all Transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) us and keep us indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of ours in relation to any other Account held by any other person or body with us.

12.6 If you wish to revoke or amend an Account Manager's appointment or authorisation you must give written notice of such intention of which notice shall not be effective until two Business Days after we receive it (unless we inform you that a shorter period will apply). You acknowledge that you will remain liable for all instructions given prior to the revocation/variation being effective, and that you will be responsible for any losses, which may arise on any Transactions that are open at such time.

13. Client Money

13.1 Any money received by Gain Capital UK in respect of your Account with Gain Capital UK shall be treated as "Client Money" in accordance with the then applicable FCA's Rules except where you separately agree with us to transfer full ownership of money to Gain Capital UK for, amongst other things, the purpose of securing or otherwise covering present or future, actual or contingent or prospective obligations, such as Margin, in which circumstances such money will not be regarded as Client Money. Title transfer collateral arrangements are not used by Gain Capital UK for Margin Transactions for Retail Clients.

13.2 In relation to Client Money unless you notify us in writing or otherwise, we may hold Client Money in a Client Money bank account opened with an approved bank in the United Kingdom, in the United States or other acceptable jurisdiction. Your Client Money may therefore be held in a non UK jurisdiction and in such circumstances the legal and regulatory regime applying to the approved bank with which your bank account is opened is different from that of the United Kingdom.

13.3 We will request that the relevant bank provide the acknowledgement required by FCA's Rules provided that in the case of a Client Money bank account in the United Kingdom, if the bank does not provide such acknowledgement within 20 business days after we have dispatched the notice, we will (a) notify you of such fact and (b) withdraw all money standing to the credit of the account and deposit it in a Client Money bank account with another bank as soon as possible, unless specifically agreed in writing to the contrary. By entering into this Customer Agreement you agree that we will not pay you interest on Client Money or any other unencumbered funds.

13.4 Unless you notify us in writing or otherwise, we may pass on Client Money or allow another

person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client Money where we transfer the Client Money (a) for the purposes of a Transaction for you through or with that person; or (b) to meet your obligations to provide collateral for a Transaction (e.g. an initial margin requirement for a derivative transaction).

13.5 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of this Customer Agreement) to another legal entity (including any of our group companies) where we transfer all or part of our business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause 13.5 we shall ensure that such Client Money will be held by that entity for you in accordance with the FCA Client Money Rules.

13.6 You consent to us releasing any Client Money balances, for or on your behalf, from client bank accounts and for us to treat as Client Money any unclaimed Client Money balance where:

(a) we have determined that there has been no movement on your balance for a period of six years (notwithstanding any payments or receipts of charges, interest or similar items); and

(b) we have written to you at your last known address informing you of our intention of no longer treating that balance as Client Money, giving you 28 days to make a claim, provided we shall make and retain records of all balances released from your Client bank accounts; and undertake to make good any valid claims against any released balances.

14. Taxes

14.1 You are responsible for all taxes (UK or foreign) that may arise as a result of or in connection with a Transaction, whether under current or changed law or practice. We shall have no responsibility for any of your tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying you of a change in tax law or practice.

15. Material Interests and Information Barriers

15.1 **Material Interests.** Your attention is drawn to the fact that when we deal with you or for you, we or our Affiliate or some other person connected with us may have another interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an Affiliate could be:-

(a) dealing or quoting prices to the markets, in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be our Affiliate;

(b) matching (e.g. by way of a cross) your Transaction with that of another customer by acting on his behalf as well as yours;

(c) buying from you and selling immediately to another customer, or vice versa;

(d) advising and providing other services to our Affiliates or other customers who may have interests in investments underlying assets which conflict with your own.

15.2 You accept that we and our Affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to Applicable

Regulations.

15.3 **No Liability to Disclose or Account.** We will comply with Applicable Regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, commission or other remuneration made or received by reason of any Transaction or any related transaction or position.

15.4 **Information Barriers.** Where necessary we maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of our Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you or make use of any information which belongs to or is confidential to another client or to us or any of our Affiliates, and we may be unable to advise or deal with you in relation to particular investments without disclosing the reason for this.

15.5 **Deals using a Connected Broker.** Where a material connection exists between us and a connected broker, you hereby agree that you do not require us to give you notice of that.

16. Conflict of Interests

16.1 **Conflicts Policy.** We are required to have arrangements in place to manage conflicts of interest between us and our clients and between different clients. We operate in accordance with a conflicts of interest policy we have put in place for this purpose in which we have identified those situations in which there may be a conflict of interest, and in each case, the steps we have taken to manage that conflict. A summary of our conflicts policy is available on the website of Gain Capital UK: www.forex.com/uk.

16.2 **Disclosure to You.** We shall not be obliged to disclose to you or take into consideration any fact, matter or finding which might involve a breach of duty or confidence to any other person, or which comes to the notice of any of our directors, officers, employees or agents but does not come to the actual notice of the individual or individuals dealing with you.

16.3 **No Fiduciary Duties**. The relationship between you and us is as described in this Customer Agreement. Neither that relationship, nor the services we provide nor any other matter, will give rise to any fiduciary or equitable duties on our part or on the part of any of our Affiliates. As a result, we or any of our Affiliates involved in doing business with or for you may act as both market marker and broker, principal and agent and we or any of our Affiliates may do business with other clients and other investors whether for our own or such Affiliate's own account.

16.4 **Consent.** You accept that we and our Affiliates may either (i) have interests which conflict with your interests, or (ii) owe duties which conflict with duties which would otherwise be owed to you, and in either case (i) or (ii) you consent to our acting in any manner which we consider appropriate in such cases subject to Applicable Regulations.

17. Trading Systems

17.1 **Access Password.** When your Account is opened you will have access to the Trading Systems enabled by a password which shall be for your personal use only and which you shall keep secret and not disclose to any third party nor allow any third party to use or otherwise gain access to the Trading Systems in your name or on your Account. You are responsible for all information submitted through your access to the Trading Systems and in the event there is an erroneous entry of information for whatever reason you will be held responsible for all resultant financial obligations or liabilities except to the extent information is submitted by a third party which has gained unauthorised access to your Account as a result of our, or our employee's negligence or fault. You shall notify us immediately and in writing in the event of (i) any loss or

theft of part or all of your password; or (ii) any actual or suspected unauthorised use of your password; or (iii) any actual or suspected breach of security or confidentiality of the password.

17.2 Your right to use the Trading Systems and any financial data, market and business information provided on or through the Trading Systems ("Trading System Information") is limited to use for the purpose of receiving and viewing the Trading System Information for the transmission and execution of Orders and Transactions.

17.3 We may provide Trading Systems for the execution of Transactions on a derivatives exchange or other Markets (where the transaction is cleared through a central counterparty) for execution of derivative Transactions. Your access to and use of Trading Systems for execution of Transactions may be conditional upon your execution of a give-up agreement on terms approved by us with a clearing member and an execution broker member (which may include ourselves or our Affiliate) of the relevant Market. Where the clearing member and execution broker member are the same entity, the execution of a clearing agreement with that entity (on terms approved by us) shall be required.

17.4 **Licence.** Trading Systems are owned by Gain Capital UK (and its Affiliates) or third parties that licence their use to Gain Capital UK and Affiliates ("Licensors"). You acknowledge and agree that Trading Systems are the exclusive property of Gain Capital UK, its Affiliates and/or the Licensors, and that the Trading Systems Information is the exclusive property of Gain Capital UK, its Affiliates and/or the Licensors or such Licensor's third party vendors or their suppliers, and Gain Capital UK, Affiliates, the Licensor and such third party vendors and their suppliers retain all proprietary right, title, and interest, including, without limitation, copyright, in the Trading System Information. Gain Capital UK grants you a personal, limited, revocable, non-exclusive, non-transferable licence to access and use the Trading Systems in accordance with this Customer Agreement. You shall not copy, license, sell, transfer, and make available the Trading Systems or Trading System Information to any other person. You shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the Trading Systems or Trading System Information.

17.5 **Modifications.** Certain of the Trading System Information may be provided by third parties. If any of the Trading System Information ceases to be furnished by any third party vendors in a manner which is compatible with the Trading System, we may remove as much Trading System Information as is affected, without advance notice, without incurring any liability to you, and without any change to any of your payment or other obligations. Further, we may modify, amend, alter, update, supplement or replace the Trading Systems software (which, among other things, determines the functionality and appearance of some or all of the Trading Systems features) from time to time, in whole or in part, without any notice (except for material changes to functionality as reasonably practicable), without incurring any liability to you, and without any change to any of your payment or other obligations. You acknowledge and agree that your use of the Trading Systems after any modification, amendment, alteration, update, supplement or replacement shall constitute your acceptance of such modification, amendment, alteration, update, supplement or replacement.

17.6 You will ensure that no computer viruses, worms or similar items are introduced through the Trading Systems to our computer systems and networks. You will be responsible for the installation and proper use of any virus detection software which we may require.

17.7 **Limits.** We may at any time and in our absolute discretion impose and vary limits and conditions upon the placement of Orders using the Trading Systems including limits on size, order types and execution venues and conditions concerning collateral requirements.

17.8 **Third Party Applications.** In the event you select and use any third party software application

to provide you with trading programs, signals, advice, risk management or other trading assistance ("Expert Advisor") or a third party hosting or trading application (such as Meta Trader Hosting), which applications may have direct access or connectivity to your Account, Gain Capital UK and its Affiliates accept no obligation with respect to, nor assume any responsibility for, the performance of any application, product or service provided by an Expert Advisor or third party hosting or trading application provider which applications, products or services you shall use at your own risk. With respect to any applications, products or services provided by any Expert Advisor or third party hosting or trading application provider Gain Capital UK and its Affiliates:.

(a) make no warranty or representation of any kind, whether express or implied;

(b) disclaim any responsibility or obligation as to their merchantability or fitness for any purpose;

(c) disclaim any responsibility and shall not be liable for any damages that may be suffered by you, including loss of funds, data or service interruptions as a result of their use;

(d) disclaim any responsibility for the accuracy, quality or completeness of any information (facts, analysis, recommendations or other opinions) obtained from or through an Expert Adviser (including your Gain Capital UK Account information, a reliable record of which you acknowledge and agree may only be found at your Gain Capital UK website Account);

(e) disclaim any responsibility for connection speed, efficiency or availability between Expert Adviser applications and third party hosting or trading applications and Gain Capital UK Trading Systems;

(f) neither give any undertaking nor make any warranty or representation that any indications of past or future performance provided by an Expert Advisor can be, or would have been, achieved through the use of Gain Capital UK's Trading Systems or otherwise; and

(g) neither give any undertaking nor make any warranty or representation that any investment performance that may be achieved with or through an Expert Advisor or third party hosting or trading application with another broker or dealing service can or shall be achieved through the use of Gain Capital UK's Trading Systems.

17.9 The provisions of clause 17.8 shall apply irrespective of whether or not Gain Capital UK (or its Affiliates) offer, promote or endorse to you the Expert Adviser or a third-party hosting or trading application.

18. Orders and Confirmations

18.1 **Placing of Instructions.** The manner in which you may place instructions or communicate Orders and any conditions that may apply are set out in the Gain Capital UK Trading Handbook on the Gain Capital UK website. The Trading Handbook provisions may be changed at any time without further notice to you.

18.2 Gain Capital may in its sole discretion refuse to accept any Order from you but will notify you of any such refusal, without giving any reasons, promptly following receipt of your instructions. Gain Capital UK may cancel any instructions previously given by you provided that Gain Capital UK have not acted on your instructions. Without prejudice to the generality of the foregoing Gain Capital UK reserves the right to limit the number of open positions that customer may enter or maintain in customer's Account. Gain Capital UK reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an open position. Acceptance

of your Order will be evidenced by Gain Capital UK's confirmation of that Order. The validity of any Order shall not, however, be affected by any failure or delay in such Order being confirmed. Acceptance of any Order does not constitute any acknowledgment agreement or representation that for a Margin Transaction your Initial Margin or Margin requirement in respect of the Order or your existing Order is satisfied.

18.3 **Regulated Market.** You acknowledge and agree that by executing the Customer Account Application that you have given us your prior express consent to execute all Orders outside a regulated market or multi-lateral trading facility (as such terms are defined by FCA Rules).

18.4 **Confirmation of Orders and Account Statements.** We may send you confirmations and Account statements electronically or provide you with online access to confirmations and Account statements stored on your Gain Capital UK website Account. You must notify us in writing if you wish to receive confirmations in hard copy rather than electronically. Each confirmation will, in the absence of a Manifest Error (as defined in clause 20.1), be conclusive and binding on you, unless we receive any objection from you in writing within two Business Days of the date of the relevant confirmation or we notify you of an error in the confirmation within the same period.

18.5 **Intermediate Brokers and Other Agents.** We may, at our sole and absolute discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Affiliate of ours, and may not be in the United Kingdom. Neither, we nor our respective directors, officers, employees or agents will be liable to you for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

18.6 **Order Execution Policy.** We will deal with you as principal in relation to any Orders and notwithstanding that we deal with you as principal and that we may provide you with two way price quotes we acknowledge that if you are a Retail Client that you may rely upon us to provide or display bid and offer prices which are the best available prices for retail investors on a consistent basis. Your Orders will be handled in accordance with our Order Execution Policy a summary of which is in the Trading Handbook on the Gain Capital UK website. While we seek to ensure that the prices we display are competitive Gain Capital UK is not able to give a warranty, express or implied, that the bid and offer prices displayed on Gain Capital UK Trading Systems always represent the best prevailing market prices for retail investors. Our quoted prices may reflect market volatility or additional costs and charges which may result in an increase in the Spread as well as per Transaction or per-lot Commission.

18.7 **Aggregation of Orders.** We may combine your Order with any Orders of our own and Orders of other customers. By combining your Orders with those of other customers we must reasonably believe that this is in the overall best interests of our customers. However, on occasions aggregation may result in you obtaining a less favourable price. Where an Order for a particular customer has been aggregated with Orders for another customer, we will take great care to ensure a fair allocation of investments available across those Orders.

19. Market Obligations & Market Abuse

19.1 **Market Obligations.** With respect to use of the Trading Systems which may give direct connectivity to a Market you shall neither engage in, nor facilitate, nor fail to take reasonable steps to prevent:

(a) any action or any course of conduct that has the effect, or may be expected to have the effect, of artificially and/or abnormally moving the price or value of any securities admitted to the Market or any instrument underlying such securities or the level of any

index of which such securities are a component;

(b) entering artificial orders or otherwise entering into or causing any artificial transaction;

(c) reporting a fictitious transaction or any other false data to the Market or other competent authority or causing such data to be input into any of their systems;

(d) any action or any course of conduct that creates or may reasonably be expected to create any false or misleading impression as to the market in, or price or value of, any securities;

(e) any other action or any other course of conduct that may damage the integrity and the transparency of the Market; or

(f) agreeing or acting in concert with, or providing any assistance to, any person with a view to or in connection with any action or course of conduct referred to in paragraphs (a) to (e) inclusive.

19.2 **Market Abuse.** You shall not use the Trading Systems for Orders or Transactions for or in connection with any activity which may constitute a fraudulent or illegal purpose or market abuse or otherwise use of the Trading Systems in contravention of any Applicable Regulations. For the purposes of this Customer Agreement "Market Abuse" means behaviour in relation to investments which involves insider dealing, market manipulation or market distortion in breach of Applicable Regulations. You undertake to familiarise yourself and comply with any Applicable Regulations concerning the short sale of securities if you seek to execute a short sale transaction and you will ensure that your use of the Trading Systems will not result in a breach by us (or our Affiliate) of any Applicable Regulations concerning the short sale of securities or any terms of this Customer Agreement concerning short sale orders or transactions. If you breach this clause we reserve the right to treat any Order or resultant Transaction as void and to cancel, close or unwind any resultant Transaction.

19.3 If an order entry is made using the Trading Systems by mistake or does not reflect the intended transaction (an "erroneous order") then you shall be responsible for amending or cancelling such Orders as necessary and for closing any resultant positions subject to our rights in this Customer Agreement.

19.4 We reserve the right to limit your use of the Trading Systems and apply pre-execution trading controls as may be appropriate to preserve compliance with Applicable Regulations or any other trading limits which may be notified to you.

20. Manifest Errors

20.1 A “Manifest Error” means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official price source on which we have relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed as we may reasonably determine. When determining whether a situation amounts to a Manifest Error, we may take into account any information in our possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you have suffered or may suffer any loss) will not be taken into account by us in determining whether there has been a Manifest Error.

20.2 In respect of any Manifest Error, we may (but will not be obliged to):

(a) amend the details of each affected Transaction to reflect what we may reasonably determine to be the correct or fair terms of such Transaction absent such Manifest Error; or

(b) declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

20.3 We will not be liable to you for any loss (including any loss of profits, income or opportunity) you or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by us) or our decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from our own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment.

21. Margin Transactions: Contracts For Difference, Rolling Spot Forex & Others

21.1 With respect to any Margin Transactions (including all CFDs and Rolling Spot Forex) you acknowledge and agree that unless otherwise agreed in a formal written instrument you will not be entitled to delivery of, or be required to deliver, any Reference Asset nor will you acquire any interest in any Reference Asset.

21.2 To close in whole or in part a Margin Transaction (for example a CFD or Rolling Spot Forex Transaction) you must enter into a second reverse Transaction that is, a buy Transaction if the first Transaction was a sell Transaction or vice versa). Where there is more than one open Transaction with the same characteristics the Transaction opened earliest will be closed first unless otherwise provided in the Trading Policies and Procedures. Additionally, should we permit "hedging" (an account being long and shorts in the same Transaction position in the same account) or close out by the customer on a "special instruct" basis (customer identifies position(s) to be closed out), the customer will be responsible for closing open position(s) on a special instruct basis. Close-out and novation of opposing contracts policies and procedures are subject to change in our absolute discretion and will be notified to you when such change is made.

21.3 You acknowledge and agree that Gain Capital UK will have the right to close any Expiry Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative Financial Instrument, or Commodity which may settle on expiry by a delivery other than in cash, at a reasonable period prior to the expiry date as determined in the sole and absolute discretion of Gain Capital UK. Gain Capital UK will not be subject to any obligation to roll over a position in such a derivative Financial Instrument or Commodity.

21.4 The price of an Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant Market, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that we apply when such an Expiry Transaction is closed. Details of the Spread that we apply when a particular Expiry Transaction is closed are available on request. You acknowledge that it is your responsibility to make yourself aware of the Last Dealing Time for any Expiry Transaction.

21.5 **Additional Close-Out Rights.** Gain Capital UK may close any CFD Transaction in its sole and absolute discretion at any time without notice:

(a) if it is a 'sell' CFD Transaction, and due to illiquidity in the relevant Reference Asset we are unable to borrow a sufficient quantity of such Reference Asset to settle any hedge position related to or in connection with the CFD Transaction;

(b) if we are required, at any time, by a lender to return any Reference Asset borrowed by us which relates to the CFD Transaction and we are then unable to maintain a hedge position

in respect of the CFD Transaction;

(c) if at any time we are otherwise unable to establish or maintain a hedge position, or any other Hedging Disruption occurs, in respect of the CFD Transaction or the continuation of any such hedge is likely, in Gain Capital UK's reasonable judgment, to become more burdensome to Gain Capital UK; or

(d) pursuant to clauses 21.13, 23.4 or 29.9,

21.6 **Effects of Close-Out.** With respect to any CFD Transaction that is closed out:

(a) no further payments or deliveries are required to be made on or after the Closing Date, except for settlement payments pursuant to sub-paragraph (c) below; and

(b) any and all amounts payable by either party in settlement of such CFD Transaction are immediately due and payable.

(c) Without prejudice to the provisions of sub-paragraphs (a) and (b) above, any and all obligations arising or existing between us as a result of the close-out of one or more CFD Transactions will be satisfied by the net settlement (whether by payment, set-off or otherwise) of all amounts due and payable between us, and the net amount determined to be payable by either party will be immediately due and payable.

21.7 **Calculations.** We will determine any closing price as soon as reasonably practicable after the Closing Date to reflect (without limitation):

(a) the value, transferability, liquidity or volatility of the relevant Reference Asset;

(b) the effect (or anticipated effect) of closing or terminating any hedge, contract or other trading position relating to the relevant CFD Transaction which we have or have had in place, or may reasonably have put in place, including the effect (or anticipated effect) of such event on the value, transferability, liquidity or volatility of such hedge, contract or other trading position;

(c) any costs incurred (or anticipated to be incurred) by us or any of our Affiliates in terminating, liquidating or re-establishing any hedge, contract or other trading position related to or in connection with the relevant CFD Transaction; and

(d) any loss of bargain, cost of funding or other loss or gain suffered or incurred (or anticipated to be suffered or incurred) by us or any of our Affiliates as a result of or in connection with the close-out of the relevant CFD Transaction.

21.8 **Hedging Disruption.** Notwithstanding anything to the contrary in this Customer Agreement, if Gain Capital UK determines that a Hedging Disruption has occurred, or may occur, including a Hedging Disruption which is a result of any actual or imminent delay, disruption, suspension, or reduction in any payment or settlement in respect of any transaction or asset Gain Capital UK deems necessary to hedge its CFD Transaction price risk, whether such Hedging Disruption arises directly or indirectly from the failure of a hedging counterparty to perform its obligations or otherwise, then you will be liable to Gain Capital UK for any increased costs or expenses resulting from such Hedging Disruption (including any costs of unwinding, establishing or re-establishing a hedge) and Gain Capital UK may upon notification of such costs to you deduct them from your Account or demand payment of such costs directly from you. If you fail to comply fully and by the required time with any such demand, this will constitute an Event of Default.

21.9 **Adjustments.** If any Reference Asset which is a Security is subject to possible adjustments as the

result of any of the events set out in clause 21.10, we will determine what adjustment, if any, should be made to the Current Contract Value or Contract Quantity of any related CFD Transaction to account for the dilutive or concentrative effect of any such event to preserve the economic equivalent of such CFD Transaction prior to the relevant event or to reflect the effect of such event on such CFD Transaction. Any such adjustments will be effective as of a date determined by us.

21.10 **Adjustment Events.** The events to which clause 21.9 refers include the following:

(a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution to existing shareholders of additional shares, other share capital or securities granting the right to payment of dividends or proceeds of liquidation of the issuer, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing Market price per share; and

(c) any event analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the Market value of the relevant Reference Asset.

21.11 **Merger Events and Take-Over Offers.** If there is a Merger Event or Take-Over Offer in respect of, or affecting, any relevant Reference Asset, then on or after the date of the Merger Event or at any time prior to the closing date of such Take-Over Offer we will:

(a) make such adjustment to the exercise, settlement, payment or any other terms of any related CFD Transaction as we may determine is appropriate to account for the economic effect, if any, on the Reference Assets which is the subject of such Merger Event or Take-Over Offer (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Underlying Financial Instrument or to such CFD Transaction, which may, but need not, be determined by reference to any adjustment made in respect of such Merger Event or Take-Over Offer by a Market to futures or options on the relevant Reference Asset traded on such Market; and

(b) determine the effective date of any such adjustment.

21.12 **Nationalisation and Insolvency.** If an issuer whose shares represent all or part of the

Reference Asset for any CFD Transaction:

(a) has its shares or all or substantially all of its assets nationalised or expropriated or such shares or assets are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality; or

(b) becomes the subject of any voluntary or involuntary procedure seeking or proposing liquidation, re-organisation, an arrangement or composition or other similar relief under any Insolvency Law, then the day on which such event occurs or is declared will be the Closing Date for such CFD Transaction. The closing price for such CFD Transaction will be such price as is notified by us to you.

21.13 No Adjustment Possible. If we determine that no adjustment could be made under this clause 21 which would produce a commercially reasonable result, we will issue a Closing Notice to you in respect of each related CFD Transaction. The date of such notice will be the Closing Date. The closing price will be such price as is notified by us to you.

22. Market Suspensions and Delistings

22.1 **Market Suspensions.** If at any time trading on any Market in any Reference Asset Instrument is suspended, we will calculate the value of each related CFD Transaction with reference to the last traded price before the time of suspension, or the closing price if no trading in such Reference Asset is undertaken during the Business Day on which a suspension occurs. If such a suspension continues for more than one Business Day, we have the right in our sole and absolute discretion to vary Margin requirements and rates. If such a suspension continues for five or more Business Days, we have the right to terminate each related CFD Transaction in our sole and absolute discretion at a closing price determined by us.

22.2 **Delisting.** If a Regulated Market on which an Reference Asset is principally traded announces that pursuant to the rules of such Market such Reference Asset has ceased (or will cease) to be listed, traded or publicly quoted on such market for any reason (other than a Merger Event or Take-Over Offer) and is not immediately re-listed, re-traded or re-quoted on a Market or quotation system located in the same country as such Market (or in the case of any Market within the European Union, in any Member State of the European Union), either the day on which such an event occurs, or (if earlier) the day on which such event is announced, will in our sole and absolute discretion be the Closing Date for each related CFD Transaction irrespective of whether a Closing Notice is issued. The closing price for each such CFD Transaction will be such price as notified by us to you.

23. Margin

23.1 **Margin Arrangements.** As a condition of entering into a Transaction, we may in our sole discretion require the deposit of funds or Collateral acceptable to us to secure your liability to us for any losses which may be incurred in respect of the Transaction ("Initial Margin"). Initial Margin is due and payable immediately as a condition to opening the relevant Transaction and we may decline to open any Transaction if you do not have sufficient available cash in your Account to satisfy the Initial Margin required for that Transaction at the time the relevant Order is placed. If there is an adverse movement in the price of a Transaction or Reference Asset or if we determine in our sole and absolute discretion that there is an increase in the risk of an adverse movement in the price of a Transaction or Reference Asset, we will require additional security from you in the form of cash deposits or other acceptable Collateral to supplement Initial Margin ("Variation Margin").

23.2 **Changes in Margin Requirements.** Margin requirements may be set and varied without prior notice from time to time in our sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened.

23.3 **Form of Margin.** Margin must be provided by or on behalf of you in cash or other Collateral acceptable to us as determined by us in our sole and absolute discretion. You are obliged to maintain in your Account, at all times, sufficient funds to meet all Margin requirements. In addition, we will be entitled to treat any assets deposited with us by you from time to time (other than assets deposited for safe custody only) as Collateral against your Margin requirements. In all cases we will be entitled in our sole and absolute discretion to determine the value of any Collateral deposited with us. We are entitled to require payment of Margin of you (whether resident in the UK or in another jurisdiction) by telegraphic transfer or any other method of immediate/electronic funds transfer acceptable to us. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

23.4 **Close-Out.** In the event that there is insufficient Margin in your Account or in the event that the deposited Margin is not sufficient to meet the required Margin rates, as determined by us in

accordance with clauses 23.1 and 23.2 of this Customer Agreement, and regardless of whether or not prior Margin Calls have been issued or not, we may in our sole discretion choose to close or terminate your Transaction and Account without notice to you immediately. This will not constitute an Event of Default. Without prejudice to the foregoing, any Transaction entered into by you or on your behalf which results in there being insufficient Margin to cover any actual or anticipated losses or liabilities in connection with your Account will constitute an Event of Default and we may in our discretion exercise our rights in clause 23 of this Customer Agreement, whether there has been a Margin Call or not. If we do not close or terminate your Transaction(s) where a Margin Call has not been honoured or Margin due is outstanding this shall not constitute a waiver of our rights nor any precedent with respect to the future conduct of your Account upon which you may rely.

23.5 **Margin Calls.** Gain Capital UK does not accept any obligation to make Margin Calls and you may not rely upon, nor have any legitimate expectation that, Gain Capital UK will make such Margin Calls within any specific time period or at all. The absence of any Margin Call will not operate as a waiver of any of our rights or remedies under or in connection with this Customer Agreement. Notwithstanding the foregoing Gain Capital may from time to time and in its sole discretion call upon and request that you deposit additional Margin or Collateral to secure your obligations to Gain Capital UK. We shall be deemed to have made a Margin Call on you if we have left a message for you by telephone, email or through the platform message centre requesting you to contact us, or if we are unable to leave a message and have used reasonable endeavours to contact you by telephone, email or through the platform. Any message we leave for you requesting you to contact us should be regarded as extremely urgent. We shall not be liable for any losses you may suffer as a result of any failure to respond to an actual or deemed Margin Call.

23.6 If you have more than one Account we shall be entitled in our discretion (but shall not be obliged) to transfer and use available Margin, Collateral or other funds from one Account for the purposes of discharging Margin requirements or liabilities in one or more of your other Accounts even if such transfer may result in the closure of open positions in any Account from which Margin, Collateral or other funds are transferred.

23.7 **Negative Pledge.** You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to us, except a lien routinely imposed on all Securities in a clearing system in which such Securities may be held.

23.8 **Power to Charge.** You agree that we may, free of any adverse interest of yours or any other person, grant a security interest over Margin provided by you to cover any of our obligations to an intermediate broker or Market, including obligations owed by virtue of the positions held by us or another of our customers.

23.9 **Power of Sale.** If an Event of Default occurs, we may exercise the power to sell all or any part of the Margin. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Customer Agreement or to any exercise by us of our rights to consolidate mortgages or our power of sale. We shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations.

23.10 **General Lien.** In addition and without prejudice to any rights to which we may be entitled under this Customer Agreement or any Applicable Regulations, we shall have a general lien on all property held by us or our Affiliates or our nominees on your behalf until the satisfaction of the Secured Obligations.

23.11 Any action taken by us in connection with or pursuant to a CFD or Rolling Spot Forex Contract or

other Transaction by us at a time at which any Event of Default specified in clause 26 of this Customer Agreement has occurred (whether or not we have knowledge thereof) shall be entirely without prejudice to our right to refuse any further performance thereafter, and shall not in any circumstances be considered as a waiver of that right or as a waiver of any other rights of ours should any such Event of Default have occurred.

23.12 **Security Interest.** As a continuing security for the performance of all your obligations (whether actual or contingent, present or future) to us pursuant to or in connection with this Customer Agreement ("Secured Obligations") you grant to us, with full title guarantee, a first priority fixed charge over, and security interest in, all non-cash Margin and other collateral (collectively "Collateral") now or in the future provided by you to us or to our order or under our direction or control or that of a Market standing to the credit of your Account or otherwise held by us or any of our Affiliates or our or their nominees on your behalf.

23.13 **Further Assurance.** You agree to execute such further documents and to take such further steps as we may request from time to time to create, perfect, maintain or protect our charge and security interest referred to in clause 23.12, to be registered as owner of or obtain legal title to all Collateral, to secure further the Secured Obligations, or to enable us to exercise our rights or satisfy any Market requirement.

23.14 **Substitution.** You may not withdraw or substitute any property or asset subject to our charge and security interest referred to in clause 23.12 without our prior written consent.

24. Right of Set-Off

24.1 We may at any time set off, without prior notice to you or any other requirement, any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Customer Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the Currency, place of payment or booking office of the obligation) you or any of your Affiliates may from time to time owe to us or any of our Affiliates, as reasonably determined by us, against any obligation (whether or not such obligation is matured or contingent, whether or not arising under this Customer Agreement or under or in connection with any other agreement, transaction or instrument, and regardless of the Currency, place of payment or booking office of the obligation) we or any of our Affiliates may then owe to you or any of your Affiliates, as reasonably determined by us.

24.2 For the purpose of any cross-currency set-off, we may convert either obligation at the applicable market exchange rate selected by us on the relevant date.

24.3 If the amount of any obligation is unascertained, we may in good faith estimate that amount and set off in respect of the estimate, subject to us accounting to you when the amount of the obligation is ascertained.

24.4 Our rights under this clause 24 will be in addition to any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise.

25. Representations, Warranties and Covenants

25.1 **Representations and Warranties.** You represent and warrant to us on and as of the date this Customer Agreement comes into effect and on and as of each date on which any Transaction is outstanding, as follows:-

(a) if you are an individual that you are of sound mind, legal age and legal competence;

(b) you are suitable to trade complex Financial Instrument, Margin Transactions, CFDs and Rolling Spot Forex Contracts and that you are aware of the risks involved with

such transactions;

(c) you are willing and financially able to sustain a total loss of all your funds paid to us as a result of engaging in Transactions;

(d) you are not a citizen of the United States currently residing in the United States;

(e) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Customer Agreement and such Transactions and to grant the security interests and powers referred to in this Customer Agreement;

(f) where applicable, the person or the persons entering into this Customer Agreement and each Transaction on your behalf has or have been duly authorised to do so;

(g) this Customer Agreement, each Transaction and the obligations created under or in connection with them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound or which you or any of your assets are subject;

(h) no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred with respect to you or any Credit Support Provider;

(i) unless you have informed us otherwise in writing you act as principal and sole beneficial owner (but not as trustee) in entering into and performing this Customer Agreement and each Transaction;

(j) all details supplied on your Customer Account Application as well as any other information which you provide or have provided to us in respect of your financial position or other matters is accurate, complete and not misleading;

(k) except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Customer Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all Securities in a clearing system in which such Securities may be held;

(l) if you are not resident in the UK it is lawful under applicable laws of the jurisdiction of your residence to enter into this Customer Agreement and Transactions and that you have made all appropriate enquiries to ensure that this is the case.

(m) you are not acting in any way which is intended to or may be considered Market Abuse nor are you acting with the intention of contravening any provision of the Act, the FCA Rules, or any other Applicable Regulations.

25.2 **Covenants.** You covenant and agree with us, as follows:

(a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all necessary authority, powers, consents, licences and authorisations to (i) enable you to lawfully perform this Customer Agreement and each Transaction and (ii) without limiting the generality, interests and powers referred to in this Customer Agreement referred to in this clause;

(b) you will promptly notify us of the occurrence of any Event of Default or Potential

Event of Default with respect to you or, where applicable, any Credit Support Provider;

(c) unless you have informed us otherwise in writing, you will at all times act as principal and sole beneficial owner (but not as trustee) in performing this Customer Agreement and in entering into and performing each Transaction;

(d) you will promptly notify us if (i) you become aware of any detail supplied on your Customer Account Application or any other information provided to us in respect of your financial position or other matters being inaccurate, incomplete or misleading when supplied or provided or (ii) any such detail or information subsequently becomes inaccurate, incomplete or misleading;

(e) you will at all times use all reasonable steps to comply with all Applicable Regulations in relation to this Customer Agreement and any Transaction; and

(f) upon demand, you will promptly provide us with such information as we may reasonably require or request in relation to any of the matters referenced in this clause 25 or, without limiting the generality of the foregoing, to ensure compliance with any Applicable Regulations.

26. Events of Default

26.1 If at any time:

(a) you fail or, where applicable, any Credit Support Provider fails, to comply fully and by the required time with any obligation to make any payment when due under this Customer Agreement or to make or take delivery of Margin or any other property or asset under or in connection with this Customer Agreement or any Transaction;

(b) we have reasonable grounds to believe that (i) you are or, where applicable, any Credit Support Provider is, in breach of any covenant or provision set out in this Customer Agreement or, where applicable, any related Credit Support Document or (ii) any representation or warranty made by you or, where applicable, any Credit Support Provider in this Customer Agreement or, where applicable, in any related Credit Support Document, or otherwise with respect to or in connection with any Transaction, is or was untrue, false or misleading when made, repeated or deemed to be made or repeated;

(c) any action is taken or any event occurs, in each case which we believe might have an adverse effect upon your ability to perform any of your obligations under or in connection with this Customer Agreement or any Transaction;

(d) we believe that doing so is necessary or desirable to prevent or address what might be a violation of the Act or any other Applicable Regulations or to ensure that good market practice is followed;

(e) we believe that doing so is otherwise necessary or desirable for our own protection, whether from the perspective of financial exposure, reputational risk, or otherwise;

(f) you die, become or are adjudged to be of unsound mind, are or become unable to pay your debts as they fall due, are or become bankrupt or insolvent within the meaning of any Insolvency Law, any indebtedness of yours or, where applicable, any Credit Support Provider is not paid on the due date therefore or is or becomes subject to being declared due and payable under any agreement or instrument evidencing or governing such indebtedness before it would otherwise have been due and payable, any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the property,

undertaking or assets (tangible and intangible) of you or, where applicable, any Credit Support Provider;

(g) you are or, where applicable, any Credit Support Provider is dissolved, or, if your or any such Credit Support Provider's capacity or existence is dependent upon a record in a formal register, such registration is removed or ends, any proceeding is commenced seeking or proposing your dissolution, removal from such a register or the ending of such a registration, or you take or, where applicable, any Credit Support Provider takes any corporate or other action in preparation or furtherance of any of the foregoing;

(h) you commence or, where applicable, any Credit Support Provider commences a voluntary case or other procedure (i) seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts or, where applicable, any Credit Support Provider or its debts under any Insolvency Law or (ii) seeking the appointment of an Insolvency Officer with respect to you or any substantial part of your assets or, where applicable, any Credit Support Provider or any substantial part of its assets, or you take or, where applicable, any Credit Support Provider takes any corporate or other action in preparation or furtherance of any of the foregoing;

(i) an involuntary case or other procedure is commenced against you or, where applicable, any Credit Support Provider (i) seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts or, where applicable, any Credit Support Provider or its debts under any Insolvency Law or (ii) seeking the appointment of an Insolvency Officer with respect to you or any substantial part of your assets or, where applicable, any Credit Support Provider or any substantial part of its assets;

(j) you disaffirm, disclaim or repudiate or, where applicable, any Credit Support Provider or any Insolvency Officer acting on behalf of either you or any Credit Support Provider disaffirms, disclaims or repudiates any obligation under or in connection with this Customer Agreement, any Transaction or, where applicable, any related Credit Support Document;

(k) any charge, security interest or lien created, purported to be created or otherwise contemplated by this Customer Agreement fails or ceases to be effective as such charge, security interest or lien to secure the performance of the Secured Obligations and otherwise for our benefit;

(l) any Credit Support Document expires or ceases to be in full force and effect, unless otherwise agreed by us in a formal written instrument; or

(m) any actual or potential default, event of default, termination or similar event (however described) occurs in relation to you or, where applicable, any Credit Support Provider under any other agreement or instrument between us or issued or delivered to us;

(n) then, in each such case, we may (but we will not be obliged to) exercise any or all of our rights and remedies set out in clause 26.2.

26.2 Upon occurrence of an Event of Default we may by notice specify a date for the termination of any or all outstanding Transactions, except that the occurrence of an Event of Default of a type specified in subparagraph (f), (h), (i) or (j) of clause 26.1 will result in the automatic termination of all outstanding Transactions. If any or all outstanding Transactions are terminated pursuant to the preceding sentences, we will be entitled, without prior notice to you and without

limitation of any other rights or remedies we may have under this Customer Agreement or otherwise, to take any or all of the following actions:

(a) instead of returning to you assets equivalent to those credited to your Account, to pay to you the fair market value of such assets at the time such termination is effective;

(b) to sell or otherwise liquidate , or to cause to be sold or otherwise liquidated, any or all of your Securities or Collateral (whether or not constituting Margin) in our possession or in the possession of any nominee or third party appointed under or in connection with this Customer Agreement, in each case as we may in our sole and absolute discretion select and at such price or prices, at such time or times and in such manner as we in our sole and absolute discretion think fit (without being responsible for any diminution in price or other loss), in order to realise funds sufficient to cover any amount due by you to us, including any and all costs related to the sale or other liquidation, which will be borne by you;

(c) to treat any or all Transactions then outstanding as having been repudiated by you, to close out, replace or reverse any or all such Transactions, to buy, sell, borrow or lend any Reference Asset, to enter into any other Transaction or to take, or refrain from taking, such other action, all at such price or prices, at such time or times and in such manner as we in our sole and absolute discretion consider necessary or appropriate to cover, reduce or eliminate our actual or potential loss or liability under or related to any of your contracts, positions or commitments;

(d) to make a claim under, enforce, or exercise any other right or remedy under or in connection with, any Credit Support Document;

(e) to enforce any charge, security interest or lien created or otherwise contemplated by this Customer Agreement or to exercise our right of set-off provided in this Customer Agreement or any other right of set-off or similar right we may have, whether as a matter of contract, under common law, or otherwise; or

(f) to close any or all of your Accounts.

26.3 We will not lose any of our rights or remedies under or referenced in this clause 26 by reason of any failure or delay on our part in exercising them, and no such failure or delay will constitute a waiver of any such right or remedy. Under no circumstances will we be under any obligation to exercise any such right or remedy or, if we do exercise any such right or remedy, to do so at a time or in a manner that takes into account your interests or is otherwise beneficial to you.

26.4 Any action taken or not taken by us in connection with or pursuant to any Transaction at any time after the occurrence of any Event of Default (whether or not we have knowledge of such event) will be entirely without prejudice to our right to take or not take any similar action or to refuse to take any further action at any time thereafter, and does not in any circumstances constitute as a waiver of that right or any other rights or remedies of ours should any such Event of Default have occurred.

26.5 You agree to give us notice of any event of a type specified in clause 26.1 immediately upon becoming aware of its occurrence.

26.6 Notwithstanding anything in this Customer Agreement to the contrary, we will not be obliged to make any payment or delivery otherwise required to be made by us to you pursuant to or in connection with this Customer Agreement or any Transaction for as long as an Event of Default has occurred and is continuing.

26.7 Without limiting the generality of the foregoing provisions of this clause 26, Gain Capital UK will have the power in respect of any Collateral (other than in the form of cash) provided to us to secure your obligations and liabilities to Gain Capital UK under this Customer Agreement immediately and without prior notice to you, and without limiting our rights and remedies under any separate Collateral agreement or Credit Support Document or otherwise, to:

(a) exchange all or any part of any Collateral into another form of Collateral acceptable to us as Collateral and/or into such currencies as we decide;

(b) sell or realise value from or exercise any right attaching to any Collateral as we may think fit and treat money as it were the proceeds of a sale or disposal;

(c) enter into such contracts as we see fit in order to hedge, preserve, enhance or stabilise the relative value of any Collateral;

(d) apply all or any part of any cash assets in your Account or proceeds of realisation of Collateral to paying the costs of realisation as well as towards restoring the Collateral to the level we require or toward your Secured Obligations and pay any balance to you or other persons entitled to it;

(e) appoint a receiver and collect and receive all interest, dividends, other distribution, proceeds of repayment or redemption and other payments and receipts of, on or in respect of any or all of your assets; and

(f) generally exercise all rights and remedies of secured creditors under applicable law.

26.8 If at the time we exercise our rights any of your Secured Obligations are contingent in nature, then we may if we so decide convert a contingent obligation into a cash equivalent obligation and/or apply any Collateral and/or the proceeds realised from any Collateral as we consider necessary in our sole opinion to provide for the discharge or settlement of the Secured Obligations.

26.9 These terms apply whether or not you enter into, or have entered into, a separate Collateral agreement with us.

26.10 Statutory restrictions on the exercise by us of our power of sale over Collateral will not apply. You are not entitled to release our security interest over an item of Collateral by repaying an amount while leaving other items of collateral subject to our security interest. We retain our security interest over all Collateral until all Secured Obligations have been discharged or settled to our satisfaction.

26.11 Our rights and remedies under or referenced in this clause 26 will be in addition to any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise.

27. Termination

27.1 You may terminate this Customer Agreement at any time by giving at least three (3) Business Days' prior written notice to us.

27.2 We may terminate this Customer Agreement at any time by giving at least 10 Business Days' prior written notice to you, except that we may terminate this Customer Agreement immediately if you fail to observe or perform any provision of this Customer Agreement, upon the occurrence of any Event of Default, or at any time at which you have no open Transactions in your Account.

27.3 Termination will be without prejudice to accrued rights and remedies and the existence and enforceability of any open Transaction, which will remain open until closed in accordance with this Customer Agreement.

27.4 At any time after termination of this Customer Agreement, we may, without notice, close out any of your open Transactions.

27.5 Upon termination of this Customer Agreement, any and all amounts payable by you to us will become immediately due and payable, including:

(a) all outstanding Commissions, fees and other charges;

(b) any losses incurred by us as a result of or in connection with such termination; and

(c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf.

27.6 Any and all provisions that by their terms or nature are intended to apply after termination of this Customer Agreement will survive such termination, and each Transaction that is open at the time of termination will continue to be governed by this Customer Agreement and any additional understandings or agreements between us in relation to such Transaction, in each case until any and all obligations in respect of such Transactions have been fully performed.

28. Exclusions, Limitations and Indemnity

28.1 **General**. Nothing in this Customer Agreement will exclude or restrict any duty or liability owed by us to you under Applicable Regulations.

28.2 **General exclusion**. Notwithstanding anything in this Customer Agreement (other than clause 28.1) to the contrary, neither we nor any of our Affiliates nor any of our or their directors, officers, employees or agents (collectively, "Protected Persons"), will be liable for any Loss (including any incidental, indirect or consequential Loss), whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any other person under or in connection with this Customer Agreement, any Transaction or any of our dealings with you (including any Order in respect of a Transaction not accepted by us), and irrespective of whether or not you or any other person have been informed of the possibility of such Loss, in each case except to the extent that such Loss arises directly from our own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment. Without limiting the generality of the foregoing, under no circumstances will any liability we may have to you extend to any loss of profits, loss of goodwill, loss of business opportunity or reputational damage. The foregoing will not, however, limit our liability for death or personal injury resulting from our negligence.

28.3 If at any time you are unable, for whatever reason, to communicate with us, and we do not receive any communication sent by you, or you do not receive any communication sent by us under this Customer Agreement, we will not:

(a) be responsible for any loss, damage or cost caused to you by any act, error delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to open a Transaction; and

(b) except where your inability to communicate with us results from our fraud, wilful default or negligence, be responsible for any loss, damage or cost caused to you by any act, error, omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a Transaction.

28.4 Access to the Trading Systems is provided "as is". Gain Capital UK makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the Trading Systems, their content, any documentation or any hardware or software provided by Gain Capital UK. Technical difficulties could be encountered in connection with the Trading Systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will Gain Capital UK or its affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the Trading Systems or otherwise. Gain Capital UK further reserves the right, in its reasonable discretion to unwind an executed Transaction or adjust the price of executed Transactions (including Transactions that have been confirmed or settled) to a fair market price if the Transaction was mispriced because of technical difficulties with the Trading Systems.

28.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Systems do not accurately reflect the market rates. The concept of arbitrage and "scalping", or taking advantage of these internet delays, cannot exist in an over-the-counter market where the client is buying or selling directly from the market maker. Gain Capital UK does not permit the practice of arbitrage on the Trading Systems. Transactions that rely on price latency arbitrage opportunities may be revoked. Gain Capital UK reserves the right to make the necessary corrections or adjustments on the Account involved. Accounts that rely on arbitrage strategies may at Gain Capital UK's sole discretion be subject to Gain Capital UK's intervention and Gain Capital UK's approval of any Orders.

28.6 Gain Capital UK shall have no obligation to contact you to advise upon appropriate action when there are changes in market conditions.

28.7 You agree to indemnify (fully compensate or reimburse) Gain Capital UK, its Affiliates and any of their directors, officers, employees and agents from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred as a result of your breach of this Customer Agreement or in connection with the provision of the services under this Customer Agreement to you provided that any such liabilities, losses, damages, costs and expenses have not arisen as a result of our negligence, fraud or wilful default.

28.8 **Trading Losses.** For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into Transactions.

28.9 **Tax Implications.** Without prejudice to any other disclaimer or limitation of liability contained in this Customer Agreement, neither we nor any other Protected Person will have any liability or responsibility for any adverse tax implications of any Transaction.

28.10 **Changes in the Market.** Without prejudice to any other disclaimer or limitation of liability contained in this Customer Agreement, neither we nor any other Protected Person will have any liability or responsibility by reason of any delay in accepting any Order placed by you or executing any Transaction or any change in market conditions.

28.11 **Force Majeure.** We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"), in which case we will, in due course, inform the appropriate regulatory authority and take reasonable steps to inform you. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any act of God, strike, riot or civil commotion, act or terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the Financial Instruments in respect of which we ordinarily deal in Transactions;

(b) the suspension or closure of any market or the abandonment or failure of any event on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(c) the occurrence of an excessive movement in the level of any Transaction and/or the market of an Reference Assets or our anticipation (acting reasonably) of the occurrence of such a movement;

(d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; and

(e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer exchange, clearing house or regulatory or self- regulatory organization, for any reason, to perform its obligations.

28.12 If we determine that a Force Majeure exists, we may, at our absolute discretion, without notice and at any time, take one or more of the following steps:

(a) increase your Margin requirements;

(b) close all or any of your open Transactions at such price as we reasonably believe to be appropriate;

(c) suspend or modify the application of all or any of the provisions of this Customer Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the provision or provisions in question; or

(d) alter the Last Dealing Time for a particular Transaction.

28.13 I**ndemnity.** Without prejudice to our rights under clauses 28.2 and 28.3, you will pay to us such sums as we may from time to time require in any of your Accounts with us and, on a full indemnity basis (that is, fully reimburse or fully compensate), any Losses, taxes, imposts and levies which we or any other Protected Person may incur or suffer in connection with or related to any of your Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of any of your obligations under this Customer Agreement (including in connection with any Transaction) or the enforcement of any of our rights or remedies under or in connection with this Customer Agreement or any Transaction.

28.14 **Claims from Your Customers.** To the extent that you place any Order or enter into any Transaction for the Account of any customer of yours, you will indemnify (fully compensate or reimburse us) and protect us (and all other Protected Persons) against any and all Losses resulting from or arising out of any claims made by any customer of yours against us or any other Protected Person.

29. Miscellaneous

29.1 **Notices Generally.** Unless otherwise agreed or provided in this Customer Agreement, all notices, instructions and other communications sent or given by us to you under or in connection with this Customer Agreement or any Transaction may be verbal or in writing and may be

sent or given to your last known home address, place of work, telephone number (including by leaving messages on a telephone answering machine or voice mail system), fax number, e-mail address or other contact details. All notices, instructions and other communications sent or given by you to Gain Capital UK under or in connection with this Customer Agreement or any Transaction must be sent or given in writing to our address specified on the cover page of this Customer Agreement (or any other address subsequently notified to you for such purpose), addressed to the attention of our Compliance Department.

29.2 **Receipt of Notices.** Any notice, instruction or other communication sent or given by us will be deemed to have been duly sent or given upon the earlier of (i) actual receipt by you or (ii) the time specified below, as applicable:

(a) if delivered in person, when left at your last known home or work address;

(b) if sent or given by leaving a message on a telephone answering machine message or voice mail system, one hour after the message was so left;

(c) if sent or given by first class post or overnight courier, in the ordinary course of the post or such overnight courier and in any event on the next day (or the third day in the case of international air mail) after posting (excluding Sundays and public holidays); and

(d) if sent or given by e-mail, one hour after sending, provided no "not sent" or "not received" message is received from the relevant e-mail provider.

(e) Any notice, instruction or other communication sent or given by you will be deemed to have been duly sent or given upon actual receipt by us.

29.3 **Intellectual Property and Confidentiality.** All copyright, trademark, trade secrets and other intellectual property rights in the Trading Systems shall remain at all times the sole and exclusive property of Gain Capital UK and/or its third party service providers and you shall have no right or interest in the Trading Systems or the information contained therein except for the right to access and use the Trading Systems as specified herein. You acknowledge that the Trading Systems are confidential and have been developed through the expenditure of substantial skill, time, effort and money. You will protect the confidentiality of Gain Capital UK and/or its third party service providers by allowing access to the Trading Systems only by its employees and agents on a need to access basis. You will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Trading Systems. You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Systems or any information contained therein. You hereby acknowledge and agree that Gain Capital UK and its third party data suppliers shall have no liability whatsoever in respect of the information contained in the Trading System.

29.4 **Electronic Communications.** Subject to Applicable Regulations, any communications between us using electronic signatures will be binding to the same extent as if they were in writing. By signing the Customer Account Application you give your consent to the receipt of communications by electronic means, notwithstanding that certain communications would otherwise be required to be made using a durable medium under Applicable Regulations. Without limiting the generality of the foregoing, Orders placed or other instructions given by electronic means will constitute evidence of such Orders or instructions. If you no longer wish to communicate in this way, you must revoke your consent in writing in accordance with clause 29.1. If you do not wish to communicate via electronic means at all, you must inform us of your wishes prior to you signing the Customer Account Application.

29.5 **Change of Address.** You agree to immediately notify us in writing of any change of your

address or other contact details, such notification to be given in accordance with clause 29.1.

29.6 **Third Party Rights.** A person who is not a party to this Customer Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Customer Agreement.

29.7 **Assignment.** This Customer Agreement is for the benefit of and binding upon both of us and our respective successors and permitted assigns. You may not and will not assign, charge or otherwise transfer, or purport to assign, charge or otherwise transfer, this Customer Agreement, any rights or obligations hereunder or any interest herein (including any indirect, beneficial, synthetic or economic interest), in each case without Gain Capital UK's prior written consent (which may be withheld or delayed in the sole and absolute discretion of Gain Capital UK), and any attempted or purported assignment, charge or transfer in violation of this sentence will be void. No assignment, charge or transfer by you will relieve you of any of your obligations or liabilities hereunder. We may transfer this Customer Agreement or any rights or obligations hereunder to any of our Affiliates or to any third party which acquires the business of Gain Capital UK, without your consent.

29.8 **Rights and Remedies.** The rights and remedies provided or referenced in this Customer Agreement are cumulative and not exclusive of any other rights or remedies we may have, whether as a matter of contract, under common law, or otherwise. We will be under no obligation to exercise any right or remedy at all or in a manner or at a time or in a manner that takes into account your interests or is otherwise beneficial to you. No failure or delay by us in exercising any of our rights or remedies under or in connection with this Customer Agreement or any Transaction will operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

29.9 **Partial Invalidity.** If, at any time, any provision of this Customer Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Customer Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29.10 **Entire Customer Agreement.** This Customer Agreement together with the Schedules attached constitutes the entire agreement between the parties with respect to the subject matter of this Customer Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, agreements and representations with respect to such subject matter.

29.11 **Recording of Calls.** We may record telephone conversations between us without use of a warning tone, including for the purpose of ensuring that the material terms of each Transaction and any other material information rare promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of Orders placed or other instructions given.

29.12 **Our Records.** Our records will be evidence of your dealings with us in connection with our services. You will not object to the admission of our records as evidence in any Proceeding because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with any of your recordkeeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

29.13 **Your Records.** You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

29.14 **Co-Operation for Proceedings.** You agree to co-operate with us to the full extent possible in the defence or prosecution of any Proceeding.

29.15 **Complaints.** If you have any complaint about Gain Capital UK's performance under this Customer Agreement, you should direct that complaint to our Compliance Officer, who will investigate the nature of the complaint in accordance with Gain Capital UK's complaints handling procedure to try to resolve it. A copy of Gain Capital UK's complaints handling procedure is available on request. You may be eligible to refer a complaint about Gain Capital UK's performance under this Customer Agreement to the Financial Ombudsman Service ("FOS") [Retail clients only]. Information and rules relating to the FOS can be accessed on *www.financialombudsman.org.uk*.

29.16 **Investor Protection Scheme.** We are a member of the Financial Services Compensation Scheme (the "Scheme") in the United Kingdom. The Scheme is only available to certain types of claimants and claims. Payments to eligible claimants under the Scheme will vary depending on the type of protected claim the claimant holds with respect to the relevant institution. Further details regarding the Scheme are available on our website or at the Scheme's official website at *www.fscs.org.uk*.

30. Data Protection and Disclosure of Information

30.1 By opening an Account with us and by placing Orders and entering into Transactions, you acknowledge that you will be providing personal information (possibly including sensitive data) within the meaning of the Data Protection Act 1998 to us, and you consent to the processing of that information by us for the purposes of performing our obligations under this Customer Agreement and administering the relationship between you and us, including the disclosure of the information to Affiliates both within and outside the European Union and/or European Economic Area.

30.2 Data may be transferred to, and stored and processed in countries which do not offer "adequate protection" for the purposes of Directives of the European Union for any purpose related to the operation of your Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of our Affiliates who share responsibility for managing your relationship from other offices to view information about you.

30.3 We have security procedures covering the storage and disclosure of your personal information to prevent unauthorised access and to comply with our legal obligations.

30.4 You are entitled to ask us for details of the personal information that we hold about you, the purposes for which they are being or are to be processed, and the recipients or classes of recipients to whom such information is or may be disclosed. If you would like to obtain any such information, please contact us. We may charge a fee (details of which are available upon request) for providing this information to you. If you make a written request to us, we will also correct, delete and/or block personal information from further processing if that information proves to be inaccurate.

30.5 We shall be entitled to disclose information concerning you or your Account (including without limitation information concerning late payment) to any regulator of your business or, to your employer (including the employer's Compliance Officer) if it is authorised or exempt under the Act (or any successor legislation or equivalent legislation or regulations in a foreign jurisdiction) or to any other person we accept as seeking a reference or credit reference in good faith.

31. Dispute Resolution

31.1 **Governing Law.** A Transaction which is subject to the Applicable Regulations of a Market shall

be governed by the law applicable to it under those Applicable Regulations. Subject to the immediately preceding sentence, this Customer Agreement and all Transactions will be governed by and construed in accordance with English law.

31.2 **Jurisdiction.** Without prejudice to any rights you may have to refer a complaint to the FOS, as further set out in clause 29.15 of this Customer Agreement, each of the parties irrevocably:

(a) agrees that the courts of England will have jurisdiction to settle any Proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and

(b) waives any objection which it may have at any time to the laying of venue in respect of any Proceeding brought in any such court and agrees not to claim that such Proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

Schedule 1 - Glossary of Terms

1. In this Customer Agreement the following words and phrases have the following meanings:

Account	means any account of yours or Joint Account, as applicable, opened with for the purposes of executing Transactions with us in foreign exchange, Commodities, CFDs or other Financial Instruments;
Account Base	has the meaning set out in clause 10.2;
Account Manager	has the meaning set out in clause 12.1;
Act	means the UK Financial Services and Markets Act 2000;
Affiliate	of any person means any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing;
Applicable Regulations	means the FCA Rules or any other rules of a relevant regulatory authority or any other Applicable Regulations of a relevant Market and all other applicable laws, rules and regulations as in force from time to time;
Business Day	means a day (other than a Saturday or Sunday) on which banks generally are open for business in London;
CFD	means a contract for differences within the meaning of Article 85(1) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
Client Money	has the meaning as defined in clause 13.1;
Closing Date	means the date on which the close-out of an open Transaction is effective;
Collateral	has the meaning as set out in clause 23.11;
Commission	has the meaning set out in clause 9.1 and includes, charges or other remuneration in connection with a Transaction as disclosed and as notified to you from time to time;
Commodity CFD	means a CFD where the underlying Reference Asset is a Commodity;

Commodity	means a commodity offered for trading by Gain Capital UK;
Contact Quantity	means the number or volume of Reference Asset units to which a Transaction relates;
Credit Support	means any guarantee, hypothecation agreement, margin or security agreement or document, or any other document creating or evidencing an obligation on the part of another person, in our favour in respect of any of your obligations under or in connection with this Customer Agreement or any Transaction;
Credit Support Provider	means any person who has entered into a Credit Support Document;
Currency	will be construed so as to include any unit of account;
Current Contract Value	means the Reference Asset Price per unit multiplied by the Contract Quantity from time to time;
Customer Account Application	means the application and other forms supplied by Gain Capital UK to open your Account;
Demo Trading System	means a training or practice account offered by Gain Capital UK
Elective Professional Client	has the meaning set out in the FCA Rules effective from 1 November 2007;
Eligible Counterparty	has the meaning set out in the FCA Rules effective from 1 November 2007;
Event of Default	means any of the events of default as listed in paragraphs (a) to (m) of clause 26.1;
Exceptional Market Event	the suspension, closure, liquidation, imposition of limits, special, or unusual terms, excessive movement, volatility or loss of liquidity in any relevant Market or Reference Asset, or where Gain Capital UK reasonably anticipates any of the above circumstances are about to occur;
Expert Advisor	has the meaning set out in clause 17.8;
Expiry Date	means the expiry date and time of an open Transaction as determined by Gain Capital UK;
Expiry Transaction	means a Transaction which had a set contract period at the end of which the Expiry Transaction expires automatically;
FCA	means the Financial Conduct Authority or any successor organisation or authority for the time being responsible for the regulation of investment business in the UK;

FCA Rules	means the Rules of the FCA as in force from time to time;
Force Majeure Event	has the meaning set out in clause 28.11;
FOS	Financial Ombudsman Service;
Initial Margin	has the meaning set out in clause 23.1;
Insolvency Law	means, with respect to any person, any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application in the event of insolvency) applicable to such person;
Insolvency Officer	means any trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official appointed pursuant to an Insolvency Law;
Joint Accounts	has the meaning set out in clause 11.1;
Last Dealing Time	means the last day and (as the context requires) time before which a Transaction may be dealt in, as notified to you, or otherwise the last day and (as the context requires) time on which a Reference Asset may be dealt in on the relevant Market;
Licensors	has the meaning as set out in clause 17.4;
Liquidity Provider	means a bank or other financial institution that provides executable bid and offer prices in respect of the relevant Reference Asset on a continuous or regular basis;
Loss	means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel;
Manifest Error	has the meaning as set out clause 20.1;
Margin	means Initial Margin and Variation Margin;
Margin Call	means a demand for such cash amounts or other assets by way of Margin as Gain Capital UK may require for the purpose of protecting itself against loss or risk of loss on present, future or contemplated Transactions under this Customer Agreement;
Margin Transaction	means derivative Transaction for which Gain Capital UK may require Margin as a condition of entering into the Transaction;
Market	means any market or multilateral trading facility subject to government or state regulation with established trading rules and trading hours including a Regulated Market and a Multilateral Trading Facility (MTF) as defined in Article 4 of the Markets in Financial Instruments Directive 2004/39/EC;

Market Abuse	has the meaning set out in the Act and as referred to in clause 19.1;
Merger Event	means in respect of any Reference Asset which is a Security: (a) any reclassification or change of the Reference Asset that results in a transfer of or an irrevocable commitment to transfer all outstanding Securities of the same class as the Reference Asset to another person, whether by consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant Reference Asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person and which does not result in a reclassification or change of all outstanding Securities of the same class as the Reference Asset); or (b) any consolidation, amalgamation or merger of, or binding exchange of shares in, the issuer of the Reference Asset or its subsidiaries with or into another person in which the issuer is the continuing person and which does not result in a reclassification or change of all outstanding Securities of the same class as the Reference Asset but results in the Securities outstanding (excluding Securities owned or controlled by such other person) immediately prior to such event collectively representing less than 50% of the outstanding Securities immediately following such event;
MetaTrader Hosting	means a software trading application supplied by MetaQuotes Software Corporation;
MetaTrader Online Trading System	means a software trading application supplied by MetaQuotes Software Corporation;
Multilateral Trading Facility	has the meaning set out in the FCA Rules;
Opening Contract Value	means in respect of any Transaction, the Contract Quantity multiplied by the Opening Price;
Opening Price	means in respect of any Transaction, the price of the Reference Asset specified in an Order acceptance of which gives rise to that Transaction;
Order	means a request to open or close a Transaction at a price quoted by Gain Capital UK as appropriate;
Potential Event of Default	has the meaning as set out in clause 25.1(h);
Proceedings	means any suit, action or proceeding under or in connection with this Customer Agreement or any Transaction, or arising out of any act or omission required or permitted under or in connection with

	this Customer Agreement or any Transaction, in each case whether brought or commenced by either party or a third party;
Professional Client	has the meaning set out in the FCA Rules effective from 1 November 2007;
Protected Persons	has the meaning set out in clause 28.2;
Reference Asset	means property of any description or an index or other factor designated in a CFD or Margin Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD or Margin Transaction;
Regulated Market	has the meaning set out in the FCA Rules;
Regulatory Consents	has the meaning set out in clause 12.1;
Related Party	has the meaning set out in the FCA Rules;
Retail Client	has the meaning set out in the FCA Rules effective from 1 November 2007;
Risk Notice	means the Complex Products Risk Notice provided at Schedule 2;
Rolling Spot Forex Contract	means either of the following: (a) a future, other than a future traded or expressed to be as traded on market, where the property to be sold under the contract is foreign exchange or sterling; or (b) a CFD where the profit is to be secured or loss avoided by reference to fluctuations in foreign exchange and; in either case where the contract is entered into for the purposes of speculation;
Scheme	has the meaning set out in clause 29.16;
Secured Obligation	has the meaning set out in clause 23.11;
Security	means investments of the type set out within Articles 76 to 80 of the Financial Services and Markets Act 2000 (Regulated Activities) Order2001;
Spread	means the difference between the lower and higher figures of a quoted two-way price for a Financial Instrument;
Take Over Offer	means with respect to any CFD Transaction which relates to an equity Security, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any person that results in such person purchasing or otherwise obtaining, or having the right to purchase or otherwise obtain, by conversion or other means, 50% or more of the

	outstanding voting shares of the issuer of such equity Security;
Trading Policies and Procedures	means the trading policies and procedures found on http://www.Forex.com/uk/support/terms-handbooks.html;
Trading Systems	means the Gain Capital UK Online Trading System or the MetaTrader Online Trading System or any other electronic trading system through which a client may electronically send to Gain Capital UK information including prices, bids, offers and executions, as such system may exist from time to time, including without limitation, any hardware, software and/or communications link furnished by Gain Capital UK from time to time;
Trading System Information	has the meaning set out in clause 17.2;
Transaction	means a transaction in a CFD or Rolling Spot Forex Contract or any other contractual arrangement entered into between you and us including any transaction liable to Margin, unless otherwise stated;
Value Date	the day that a currency, Commodity or other product would be physically delivered (or payable) if Gain Capital UK did not automatically roll over client positions at the end of each Business Day;
Variation Margin	has the meaning set out in clause 23.1.

Schedule 2 – Complex Products – General Risk Disclosure Notice

This notice is provided to you in compliance with FCA Rules. This notice does not disclose all of the risks and other significant aspects of derivatives products such as futures and options. **You should not deal in derivatives unless you understand the nature of the contract you are entering into and the extent of your exposure to risk. You should also be satisfied that the contract is suitable for you in the light of your circumstances and financial position.**

Certain strategies, such as "spread" position or a "straddle", may be as risky as a simple "long" or "short" position. Whilst derivatives instruments can be utilised for the management of risk, some investments are unsuitable for many investors. Different instruments involve different levels of exposure to risk, and in deciding whether to trade in such instruments you should be aware of the following points:

(a) **Contracts for Difference** can be likened to futures which can be entered into in relation to Commodities or the FTSE-100 index or any other index or share, as well as Currency. However unlike other futures and options, these contracts can only be settled in cash. Investing in a CFD carries risks similar to investing in a future or an option and you should be aware of these. Transactions in CFDs may also involve a contingent liability and you should be aware of the implications of this as set out in paragraph (h) below.

(b) **Investing in rolling forex or currency options** carries similar risks as investing in a future and you should be aware of these. Transactions in rolling forex or currency options may also have a contingent liability and you should be aware of the implications of this as set out in paragraph (d) below. In addition to standard industry disclosures contained in this Customer Agreement, you should be aware that **margined currency trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated individuals and institutions. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing.**

If you have pursued only conservative forms of investment in the past, you may wish to study currency trading further before continuing an investment of this nature. **You must also realize that the limited risk in buying options means you could lose the entire option investment should the option expire worthless.** If you wish to continue with your investment, you acknowledge that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of currency investments, and your obligations to others will not be neglected should you suffer investment losses.

(c) **Foreign markets**. Foreign markets involve different risks from UK markets. In some cases risks will be greater.The potential for profit or loss from transactions on foreign markets or in foreign currency will be affected by fluctuations in foreign exchange rates. Such enhanced risks include the risks of political or economic policy charges in a foreign media, which may substantially and permanently alter the conditions terms, marketability or price of a foreign currency.

(d) **Risk reducing orders or strategies.** The placing of certain orders (e.g. "stop loss" or "stop limits" orders) that are intended to limit losses to certain amounts may not always be affected because market conditions or technological limitations may make it impossible to execute such orders. Strategies using combinations of positions such as "spread" and "straddle" positions may be just as risky or even riskier than simple "long" or "short" positions.

(e) **Prices.** The prices quoted may not necessarily reflect the broader market. We will select closing prices to be used in determining Margin requirements and in periodically marking to market the positions in customer accounts. Although we expect that these prices will be reasonably related to those available on what is known as the interbank market, prices we use may vary from those available to banks and other participants in the interbank market. Consequently, we may exercise considerable discretion in setting margin requirements and collecting margin funds.

(f) **Weekend risk.** Various situations, developments or events may arise over a weekend when currency,

Commodity and other markets generally close for trading, that may cause the markets to open at a significantly different price from where they closed on Friday afternoon. Our customers will not be able to use the electronic communication systems to place or change orders over the weekend and at other times when the markets are generally closed. There is a substantial risk that stop-loss orders left to protect open positions held over the weekend will be executed at levels significantly worse than their specified price.

(g) **Electronic trading.** The use of electronic trading systems and communication networks to facilitate trades. Customers that trade exposes you to risks associated with the system including the failure of hardware and software system or network down timed access or connection failures.

(h) **Contingent liability transactions**, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. You may sustain a total loss of the Margin you deposit with your dealer to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional Margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be liable for any resulting deficit. Even if the Transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you paid when you entered into the contract. Contingent liability transactions, which are not traded on or under the rules of a recognised or designated investment exchange, may expose you to substantially greater risks.

(i) **Collateral**. If you deposit collateral as security, you should ascertain how your collateral will be dealt with. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets, which you deposited and may have to accept payment in cash.

(j) **Commissions**. Before you begin to trade, you should obtain details of all commissions and other charges for which you will be liable. If any charges are not expressed in money terms (but, for example, as a dealing spread), you should obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

(k) **Insolvency**. Any insolvency or default may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets, which you lodged as collateral and you may have to accept any available payment in cash.

You should only engage in CFD or Rolling Spot Forex trading if you are prepared to accept a high degree of risk and in particular the risks outlined in the Risk Warning Notice. You must be prepared to sustain the total loss of all amounts you may have deposited with your firm as well as any losses, charges (such as interest) and any other amounts (such as costs) we incur in recovering payment from you.

Schedule 3 –Contracts for Differences - Commodities and Other Reference Assets Supplement

1. **SCOPE**

1.1 This Schedule supplements and amends the Customer Agreement as expressly provided below. Defined terms in the Customer Agreement shall be assigned the same meaning in this Schedule. In the event of any conflict or inconsistency between the Customer Agreement and this Schedule the provisions in this Schedule shall prevail. You acknowledge and agree that, by executing the Customer Account Application, you agree to be bound by the terms of this Schedule.

2. **SERVICES**

2.1 Orders for execution of a CFD Contract, unless otherwise agreed by us, are to be given to us electronically through the GAIN Capital UK Online Trading System or Meta Trader Online Trading System to buy at the quoted offer price ("long position") or sell at the quoted bid price ("short position") for the relevant Reference Asset.

2.2 You acknowledge and agree that unless otherwise agreed in a formal written instrument you will not be entitled to delivery of, or be required to deliver, any Reference Asset nor will you acquire any interest in any

Reference Asset.

2.3 Any market data specific to CFDs provided by GAIN Capital UK or third party service providers and displayed on the GAIN Capital UK website or any Trading Systems, is being displayed for informational purposes only. GAIN Capital UK does not guarantee the completeness or accuracy of such information, and will not be held liable if any such data or information is inaccurate or incomplete in any respect, and neither GAIN Capital UK, nor any third party providers, are responsible or liable for any actions you take or do not take based on such data or information. Such data or information is proprietary to GAIN Capital UK and/or any such third party service provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to any third parties except as may be required by any law or regulation.

2.4 You acknowledge and agree that GAIN Capital UK will have the right to close any Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative Financial Instrument or Commodity which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of GAIN Capital UK. GAIN Capital UK will not be subject to any obligation to roll over a position in such a derivative Financial Instrument or Commodity.

3. ACCPTANCE OF ORDERS AND OPENING OF CFD CONTRACTS

3.1 If an Order has been executed in whole or in part it will not be possible for you to cancel the Order to the extent that the Order has been executed.

3.2 We reserve the right to limit the number of open positions you may enter or maintain in your Account. We also reserve the right, in our sole discretion to refuse to accept any Order opening a new position or increasing an open position.

4. CLOSING A CFD CONTRACT

4.1 To close any CFD Contract in whole or in part you must enter into a second CFD Contract in relation to the same Reference Asset as the first CFD Contract but you must sell if the first CFD Contract was a purchase and you must purchase if the first CFD Contract was a sell. We will treat your Order to open the new position as an instruction to close the existing position to the extent of the size of the new position. If the new position is greater in size than the first position then the first position will be closed in full and a CFD Contract opened in relation to the excess size of the new position.

4.2 You acknowledge that Spreads, including market Spreads, can and do widen significantly in some circumstances, that they may not be the same size and that there is no limit on how large they may be. You acknowledge that when you close a Transaction, the Spread may be larger or smaller than the Spread when the Transaction was opened. For Transactions transacted when the Market of any Reference Asset is closed or in respect of which there is no Market for the Reference Asset, the bid and offer price figures that we quote will reflect what we believe the market price in an investment would be at that time. You acknowledge that such figures will be set by us at our reasonable discretion. Our quotation is not guaranteed to be within any specific percentage of the quotation of the Market of the Reference Asset, and the Spread quoted by us will reflect our view of prevailing market conditions. You undertake and agree not to use our bid and offer prices for any purpose other than for your own trading purpose, and you agree not to distribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes.

4.3 In addition to our rights at clause 22 of this Customer Agreement and our rights pursuant to clause 2.3 of this Schedule, we may close any Transaction in our sole discretion at any time without notice in the event that:

(a) if it is a 'sell' Transaction, and due to illiquidity in the relevant Reference Asset we are unable to borrow a sufficient number of such Reference Asset to settle any underlying hedge position in respect of the Transaction; or

(b) if we are required, at any time, by a lender to return any Reference Asset borrowed by us which relates to a Transaction and we are then unable to maintain a hedge position in respect of that Transaction; or

(c) if at any time we are otherwise unable to establish or maintain a hedge position or any other Hedging Disruptions occurs in respect of a Transaction or the continuation of any such hedge or Hedging Disruption is likely, in our reasonable judgment, to become more burdensome to us; or

4.4 **Effects of Close-Out.** With respect to any Transaction that is closed out by us pursuant to or as contemplated by the terms of the Customer Agreement:

(a) except as may be otherwise specified in this Customer Agreement, the Closing Date will be the date designated by us to you and at a closing price as determined by us;

(b) no further payments or deliveries are required to be made on or after the Closing Date, except for settlement payments as provided below; and

(c) any and all amounts payable by either party in settlement of such Transaction are immediately due and payable.

Any and all obligations arising or existing between us as a result of the close-out of one or more Transactions will be satisfied by the net settlement (whether by payment, set-off or otherwise) of all amounts due and payable between us, and the net amount determined to be payable by either party will be immediately due and payable.

5. EXPIRY TRANSACTIONS

5.1 Unless otherwise informed, if you do not close an Expiry Transaction on or before the Last Dealing Time then, we will close your Expiry Transaction as soon as we have ascertained the price of the Expiry Transaction. The price of the Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant exchange, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that we apply when such an Expiry Transaction is closed. Details of the Spread that we apply when a particular Expiry Transaction is closed are available on request. You acknowledge that it is your responsibility to make yourself aware of the Last Dealing Time and of any Spread or Commission that we may apply when you close an Expiry Transaction.

6. HEDGING DISRUPTION

6.1 Notwithstanding anything to the contrary in this Customer Agreement, if we determine that a Hedging Disruption has occurred, or may occur, including a Hedging Disruption which is a result of any actual or imminent delay, disruption, suspension, or reduction in any payment or settlement in respect of any transaction or asset we deem necessary to hedge our Transaction price risk, whether such Hedging Disruption arises directly or indirectly from the failure of a hedging counterparty to perform its obligations or otherwise, then will be liable to us for any increased costs or expenses resulting from such Hedging Disruption (including any costs of unwinding, establishing or re- establishing a hedge) and we may upon notification of such costs to you deduct them from your account or demand payment. If you fail to comply fully and by the required time with the obligation to make payment this will constitute an Event of Default.

7. MARKET SUSPENSION AND DELISTING

7.1 If at any time trading on a regulated Market is suspended in any Reference Asset which is listed on a Market we shall calculate the value of the CFD with reference to the last traded price before the time of suspension, or a closing price as reasonably determined by GAIN Capital UK if no trading in that Reference Asset is undertaken during the Business Day on which a suspension occurs. In the event that the aforesaid suspension continues for five Business Days, we and you may in good faith agree a Closing Date and a value of the CFD. In the absence of such agreement, the CFD shall remain open in accordance with the provisions of this clause until such time as the aforesaid suspension is lifted or the CFD is otherwise closed. During the term of a CFD whose Reference Asset is suspended we have the right to terminate the CFD at our discretion and to amend or vary Margin requirements and Margin rates.

7.2 If a Regulated Market (as defined in the FCA's Rules) on which a Reference Asset is principally traded announces that pursuant to the rules of such Market the relevant Reference Asset has ceased (or will cease) to

be listed, traded or publicly quoted on the Market for any reason and is not immediately re-listed, re-traded or re-quoted on the Market or quotation system located in the same country as the Market (or where the Market is within the European Union, in any Member State of the European Union), or already so issued, quoted or traded the day on which such event occurs, or (if earlier) is announced shall be the Closing Date. The closing price will be such price as notified by us to you.

Schedule 4 – Order Execution Policy

BEST EXECUTION

We deal with you as principal on our own account however we consider that the prices we quote on our Trading Systems against which you execute transactions with us constitute the provision of a transaction execution service which we undertake on your behalf and upon which you as a Retail Client rely upon. Accordingly, we take all reasonable steps to obtain firm price quotes for execution, as further described below (and subject to Order Execution Risks also noted below), in order to achieve the best possible result for you while taking into account the total consideration payable (excluding our charges), representing the price of the financial instrument and the costs related to execution. Nevertheless, whenever there is a specific instruction from you we shall execute the order following the specific instruction. Our Order Execution Policy does not, however, guarantee that execution at our quoted prices (after deducting our charges which may be included in the quoted price) will always be executed at a price which is as good as, or better than, one which might have been available elsewhere.

EXECUTION COUNTERPARTY & CHARGES

We will deal with you as principal with your orders being executed with us unless we inform you otherwise. Our charges may be incorporated as a mark-up or mark-down (the difference between the price at which we take a principal position and the transaction execution price with you). We may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. Our charges are not taken into account in determining best execution prices. Our typical dealing spread together with information about our average speed and rate of transaction execution is published on our website under Pricing and Execution.

EXECUTION VENUE

1. **FOREIGN EXCHANGE**

   Our price quotes are generally derived from prices provided to us by selected top tier global banks in the wholesale foreign exchange markets which we believe will provide the best available prices to you on a consistent basis.

2. **GOLD AND SILVER**

   Our price quotes are generally derived from prices provided to us by selected top tier global banks in the wholesale gold and silver markets which we believe will provide the best available prices to you on a consistent basis.

3. **OTHER COMMODITY CFDs**

   Our price quotes are generally derived from quoted or execution prices from the following derivative exchanges for the following commodities and which we believe will provide the best available prices to you on a consistent basis:

   Brent Oil Contracts: ICE Futures Europe

   WTI Oil Contracts: ICE Futures

   US Copper: CME COMEX

4. **INDEX CFDs**

Our price quotes are generally derived from quoted or execution prices for the underlying reference assets from the following derivatives exchanges with respect to the following indices which we believe will provide the best available prices to you on a consistent basis.

FTSE 100: Euronext NYSE

LIFFE CAC 40: Euronext

NYSE LIFFE DAX 30: Eurex Exchange

Euro STOXX 50: Eurex Exchange

S&P 500: CME Globex

DOW 30: CME Globex

NASDAQ100: CME Globex

Nikkei 225: CME Globex

ASX SPI 200: Sydney Futures Exchange

Hang Seng Index: Hong Kong Futures Exchange

CLOSED MARKETS

Our foreign exchange services are offered 24 hours daily on Business Days. Full details of trading hours are published on our website. Commodity CFDs and Index CFDs are traded only during the hours when the underlying execution venues identified above are open for trading. Full details of these trading hours are available on our website.

Gapping, as described below, can occur when an underlying execution venue is closed with the result that on re-opening of the execution venue the price of the underlying commodity or index product (and therefore our derived CFD price) can be markedly different from the closing price, with no opportunity for you to close your trade before the execution venue re-opens.

ORDER EXECUTION RISKS

1. SLIPPAGE

We take reasonable steps so that execution of our quoted prices will obtain the best possible result for you at the time the quote is provided however fast moving markets may result in execution of a transaction at a price which has ceased to be the best market price.

2. GAPPING/VOLATILTY

There may be significant market movement after a news announcement or economic event or between the close and re-opening of a market which will have a significant impact on the execution of a pending order. Clients should be aware of the following risks associated with volatile markets, especially at or near the close of the standard trading session:

- an order may be executed at a substantially different price from the quoted bid or offer, or the last reported trade price at the time of order entry, or an order may be only partially executed or may be executed in several shapes at different prices; and
- opening prices may differ significantly from the previous day's close.

3. **TRADING SYSTEM OR INTERNET CONNECTIVITY EXECUTION DELAYS**

Delays in execution beyond our control may occur as a result of technical failures or malfunctions in connection with use of the Trading Systems or internet connectivity or processing speed for which we do not accept responsibility.

NO FIDUCIARY DUTY

Our best execution commitment does not mean we owe you or assume any fiduciary responsibilities other than those imposed by applicable regulations and agreed in the Customer Agreement.

MONITORING AND REVIEW

We will monitor the effectiveness of our order execution arrangements and execution policy in order to identify and, where appropriate, correct any deficiencies. We shall notify you of any material changes to our order execution arrangements or execution policy.

GAIN Capital UK Limited

THIS IS A LEGALLY BINDING CONTRACT.

DO NOT SIGN UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE CUSTOMER ACCOUNT APPLICATION.

I/We understand the nature and risks of Margin Trading via spot forex, metals, commodities, and/or CFDs. I/We confirm that I/we have read, understood and agree to be bound by the Customer Agreement, the Complex Products General Risk Disclosure Notice, Contracts for Differences – Commodities and Other Reference Assets Supplement. Finally, I confirm that I am aged 18 years or over and that the information provided by me in this application is accurate and correct.

☐ I _____[insert applicant full name], agree to the above statements.

NAME OF APPLICANT: _____

SIGNATURE: _____DATE: _____