

The following Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued terms & conditions, and shall apply to any existing arrangements currently operating between the parties. By executing an Account Application and/or undertaking any transaction with RZ Forex which is trading name of Ruizean Pty Ltd ACN 167 543 580. Ruizean Pty Ltd is registered with AUSTRAC.

You hereby agree to be bound by the following Terms & Conditions (as amended from time to time).

1. PURPOSE

The Client wishes to transact with RZ Forex in spot foreign exchange contracts in accordance with the Client's instructions from time to time, and in accordance with the terms and conditions contained herein.

2. DEFINITIONS AND INTERPRETATION

a) In these Terms & Conditions unless a different intention is expressed, the following terms (as subsequently modified by amended legislation or regulation) shall mean:

"Account" means the account of the Client dealing in the Foreign Exchange Contracts issued by RZ Forex, which is established in accordance with the terms and conditions of this Terms & Conditions.

"Account Terms" means RZ Forex (Ruizean Pty Ltd) Terms and Conditions as this document;

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

"Application Form" means the form(s) (in paper or electronic form) which you complete to open an account and to trade with us under this Agreement

"AUSTRAC" means Australian Transaction Reports and Analysis Centre is an Australian government financial intelligence agency set up to monitor financial transactions to identify money laundering, organised crime, tax evasion, welfare fraud and terrorism.

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

"Business Day" means a day on which trading banks in Sydney, Australia are open for business;

"Client" means the signatory to or person identified in the Application Form as counter party to the Agreement.

"Contract" means any contract whether verbal or written, for the purchase or sale of a Foreign Exchange Contract, entered into by the Client;

"Corporations Act" means the Corporations Act 2001 (Cth);

"Foreign Exchange Contract" means a transaction that involves a contract for the exchange of one currency for another at an agreed Exchange Rate;

"Introducing Broker" means a person or firm we appoint to effect introductions of potential clients to us;

"Market" means a contract we make available which is comprised of a unique set of price information, minimum and maximum Quantity, expiry and other commercial features determined by reference to an Underlying Instrument;

"Product" means each type of financial instrument or investment contract we make available under this Agreement, subject to additional terms set out in the relevant Supplement Terms;

“**RZ Forex**” means trading name of Ruizean Pty Ltd (ACN 167 543 580).

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

“**Website**” means our internet address as amended from time to time and which comprises (among other things) the Trading Platform and the Market Information;

3. CLIENT REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to RZ Forex that:

- a) these Account Terms constitutes a legal, valid and binding obligation of the Client;
- b) the Client will not enter into a Foreign Exchange Contract as or by way of a wager and that all orders to be placed and all trading to be conducted under these Account Terms are lawful;
- c) in executing and giving effect to these Account Terms, the Client does not and will not infringe any provision of any other document or agreement to which the Client is a party, nor any law or judgment/order binding upon it;
- d) where the Client is more than one person, that all decisions made, and instructions issued, pursuant to these Account Terms, are made on a fully informed and agreed basis by all the parties to the account;
- e) all information supplied to RZ Forex by the Client is, or at the time it is supplied will be, accurate in all material respects and the Client will not omit or withhold any information which would make such information inaccurate in any material respect;
- f) the Client shall, where so required, provide to RZ Forex a valid and binding guarantee and indemnity in favour of RZ Forex as a precondition of entering into these Account Terms;
- g) the Client will provide to RZ Forex on request such information regarding its financial and business affairs and/or identity, as RZ Forex may reasonably require;
- h) in executing these Account Terms, the Client will appoint RZ Forex as its agent for dealing in Foreign Exchange Contracts in accordance with the terms of these Account Terms;
- i) the Client and RZ Forex are bound by the applicable financial services laws and regulations (as modified from time to time);
- j) the Client will take all reasonable steps to obtain and communicate to RZ Forex all information and shall deliver or cause to be delivered to RZ Forex all documents with respect to dealings in the Foreign Exchange Contracts which are requested by any person having the right to request such documents and information. The Client authorises RZ Forex to pass on/deliver all such information and documents to any such person.
- k) the Client is not insolvent, and if the Client is a corporate client, no resolution has been passed and no petition has been presented or order made for the Client’s winding up or liquidation or the appointment of a receiver or a receiver and manager or an administrator of other insolvency official to the Client or any of its assets.
- l) RZ Forex relies on representations and warranties made by the Client. These representations and warranties and those contained elsewhere in these Account Terms, survive the entering of these Account Terms and are repeated in respect of each Foreign Exchange Contract.

4. CAPACITY TO ENTER INTO THESE ACCOUNT TERMS

The Client represents and warrants to RZ Forex that:

- a) the Client is duly organised and validly existing (or, if an individual, is of legal age and is under no legal disability or incapacity) and has full power and authority to enter into, and has taken all necessary steps to enable it lawfully to enter into, these Account Terms and the transactions contemplated by it, and perform its obligations it.
- b) the person executing these Account Terms has full power and authority to execute the Agreement on behalf of the Client, and bind the entity (whether individual, company, partnership or otherwise).
- c) where the Client is a Trustee (including the trustee of a superannuation fund):
- i. the Trust has been duly constituted, is valid and complies with all applicable laws.
 - ii. the Trust Deed has been executed and stamped, in accordance with the laws of the relevant State or Territory of Australia.
 - iii. the Client is the only Trustee of the Trust.
 - iv. the property of the Trust has not been resettled, set aside or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or any event for the vesting of the Trust's property has not occurred.
 - v. the Trust Deed specifically empowers and authorises dealings in Foreign Exchange Contracts, and such dealings are within the authorised ambit of the Trust's investment strategy.
 - vi. all obligations under, and transactions contemplated by, these Account Terms constitute binding obligations and are lawfully enforceable against the Trust and its property in accordance with their terms.
 - vii. it has an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by it in its dealings with RZ Forex, and the Trust's property is sufficient to satisfy that right of indemnity or exoneration.
 - viii. it has complied with its obligations in connection with the Trust.
 - ix. there is no conflict of interest on the Client's part in entering into these Account Terms and performing its obligations under it or the transactions contemplated by it; and
 - x. if the Client is a superannuation fund, it complies with all requirements outlined in the Superannuation Industry (Supervision) Act (1993).
- d) where the Client is an investment manager or a Responsible Entity, the investment management agreement or constitution specifically empowers and authorises dealings in the Foreign Exchange Contracts, by the Client and on behalf of their underlying clients; and
- i. such dealings are within the authorised ambit of the/each underlying client's investment strategy.
 - ii. it will enter into transactions pursuant to the applicable investment management agreement as investment manager or Responsible Entity and not otherwise.
 - iii. it will only deal in Foreign Exchange Contracts when the funds or other assets under its control are sufficient to meet the obligations which arise in connection with such dealing.
 - iv. in the event of termination of the Client's appointment as investment manager or Responsible Entity of the Client, it is authorised to arrange for closing out of all contracts entered into on behalf of the Client prior to the date of such termination as soon as possible; and
 - v. repeats each of these representations and warranties in relation to both itself and its underlying clients.

5. ACCOUNT ESTABLISHMENT

- a) RZ Forex agrees to establish an account in the name of the Client, who is the person named as the holder of the account.
- b) Where the Client is more than one person, the account shall be established in their names as joint tenants unless they specifically advise otherwise (in which case it shall be established in their names as joint tenants). In any case, the parties to such joint account shall each be jointly (together) and severally (individually) liable.
- c) No one except the Client has an interest in the Client's account with RZ Forex opened for the purposes of these Account Terms.

6. RISK DISCLOSURES

6.1 The Client represents and warrants to RZ Forex that:

- a) they have received, read and understood this Account Terms and relevant RZ Forex Disclosure documents.
- b) the Client acknowledges, recognises and understands that trading in Foreign Exchange Contracts may involve a degree of risk and loss, depending on the nature and purpose of the Contracts transacted, and is appropriate only for persons who can assume risk of such loss.
- c) the Client has read these Account Terms and understands that, UNLESS SPECIFICALLY AGREED WITH RZ Forex AND UNLESS A STATEMENT OF ADVICE HAS BEEN PROVIDED, RZ Forex has only provided general advice, and the Client has considered its objectives and financial situation and has obtained appropriate independent advice prior to entering into these Account Terms, and has formed the opinion that dealing in the Foreign Exchange Contracts is suitable for the Client's needs and purposes.
- d) the Client has taken such independent legal and financial advice as the Client considers necessary prior to executing these Account Terms; and
- e) the Client is willing and able, financially, and otherwise, to assume the risk of trading in Foreign Exchange Contracts.

6.2 The Client acknowledges that neither RZ Forex nor any associated entity guarantees the performance of any given Foreign Exchange Contract or account nor that any Foreign Exchange Contract or account will achieve a particular rate.

7. CLIENT ACKNOWLEDGEMENTS

The Client acknowledges to RZ Forex that:

- a) Dealings in Foreign Exchange Contracts create an obligation to settle such transactions by the Settlement Date in cleared funds.
- b) All dealings executed on behalf of the Client pursuant to these Account Terms shall be at the absolute discretion of RZ Forex. In particular, RZ Forex shall be entitled to take any action it considers necessary in its absolute discretion to ensure compliance with applicable laws and regulatory decisions.
- c) RZ Forex acts as principal in respect of the Foreign Exchange Contracts traded by RZ Forex with the Client.
- d) Subject to applicable legal/regulatory requirements, the Client consents where RZ Forex either knowingly or unknowingly takes the opposite side to the Client in relation to any of the Foreign Exchange Contracts.
- e) Subject to applicable legal/regulatory requirements, the Client agrees and acknowledges that RZ Forex's directors, employees and associates may and can deal on their own account.

f) RZ Forex reserves the right, at its sole discretion and without explanation, to refuse to deal on behalf of the Client in relation to any Foreign Exchange Contract (other than closing out existing open positions held in RZ Forex's account on behalf of the Client) or to limit the number of Contracts entered for the Client. RZ Forex will inform the Client of any refusal before or as soon as practicable after such refusal.

g) Transaction confirmations are provided to Clients. We do not accept any changes for transaction once we confirm and settle it.

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

i) All determinations and calculations made by RZ Forex under these Account Terms will be binding on the Client in the absence of manifest error.

j) RZ Forex is entitled, in its reasonable opinion, to determine that an emergency of an exceptional market condition exists. In such cases RZ Forex may increase its Advance Payment requirements, close any or all the Client's open Contracts, to the extent that the condition makes it impossible or impracticable for RZ Forex to comply with the Contract in question.

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

8. RZ FOREX REPRESENTATIONS & SERVICES

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

b) Unless otherwise expressly agreed, RZ Forex will provide services on an execution only basis in accordance with the Client's instructions and will not provide advice to the Client regarding the merits of a transaction. The Client is hereby prohibited from treating any remark made by a RZ Forex representative regarding the market, transaction or forecast as advice.

c) Any transaction or market information or research provided by RZ Forex to the Client is provided as general information only, does not constitute and cannot be relied upon as a recommendation to trade. RZ Forex makes no representation, warranty, or guarantee, and accepts no liability for, the accuracy or completeness of any such information, and the Client relies on such at its sole risk.

9. AUTHORISATIONS AND INSTRUCTIONS

9.1 General

a) The Client hereby authorises RZ Forex to trade in the Foreign Exchange Contracts pursuant to their instructions, or otherwise in accordance with RZ Forex' rights elsewhere under these Account Terms.

b) The Client may communicate their instructions to RZ Forex via the on-line trading facility, by email or by telephone. Faxed orders will not be accepted unless pursuant to a prior agreed arrangement between RZ Forex and Client.

c) In consideration of RZ Forex agreeing to accept telephone, email or faxed instructions from the Client, Client acknowledges that RZ Forex is not obliged to accept/implement such instructions, and will not be liable to the Client or any other party should such instructions be unauthorised, forged or fraudulently given.

d) The Client may authorise any other person (the Authorised Signatory) to give instructions on its behalf and RZ Forex is entitled to act upon instructions which are or appear to be from the Client or any Authorised Signatory thereof. It is the Client's sole responsibility to notify RZ Forex in writing immediately if there is any change to the Authorised Signatory list provided.

- e) The Client shall be responsible for all orders, and for the accuracy of information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client.
- f) RZ Forex may, in its sole discretion and without explanation, refuse to act upon any instruction.
- g) If the Client is more than one person, RZ Forex may act upon instructions received from any one person who is, or appears to RZ Forex to be, such a person, whether or not such person is an Authorised Person.
- h) The Client may authorise any other person (Authorised Person) to give instructions (via the agreed methods) on its behalf and RZ Forex is entitled to act upon instructions which are or appear to be from the Client or any Authorised Person. It is the Client's responsibility to notify RZ Forex in writing immediately if there is any change to the Authorised Person list provided pursuant to these Account Terms.
- i) Persons may only be appointed as Authorised Persons where they are an employee or director of a corporate Client, they are a family member appointed to act in the temporary absence of an individual Client, or where they are or act for an Australian Financial Services Licensee with respect to the relevant activities.
- j) RZ Forex is under no obligation to accept any instruction that is not made by an Authorised Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an Authorised Person.
- k) Should RZ Forex receive any instruction that it reasonably assumes was from an Authorised Person, RZ Forex will not be liable for any properly performed action or omission by RZ Forex in reliance on that instruction.
- l) RZ Forex shall not be liable for any act or omission by RZ Forex in reliance on any instruction given or action taken by any person acting or purporting to act on behalf of the Client who is not listed as an Authorised Person.
- m) The Client is obliged to keep all passwords secret and ensure that third parties do not obtain access to the Client's trading facilities.
- n) Mere transmission of an instruction by the Client shall not constitute a binding contract with RZ Forex until confirmed by RZ Forex via the trade confirmation.
- o) The Client has appointed RZ Forex as its agent for the purposes set out in these Account Terms and conferred upon RZ Forex authority to do, or omit to do, all things reasonably necessary to perform its functions and all things reasonably incidental to the performance of its functions.
- p) The Client shall promptly provide any instructions to RZ Forex, which RZ Forex may require. If the Client does not provide such instructions promptly RZ Forex may, in its absolute discretion, take such steps at the Client's cost, as RZ Forex considers necessary or desirable for its own protection or the protection of the Client. This provision also applies to situations when RZ Forex is unable to contact with the Client; and
- q) In general, RZ Forex shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act within a time frame reasonable seen in the context of the nature of the instruction. However, if after instructions are received, RZ Forex believes that it is not reasonably practicable to act upon such instructions within a reasonable time, RZ Forex may defer acting upon those instructions until it is, in RZ Forex's reasonable opinion, practicable to do so or notify the Client that RZ Forex is refusing to act upon such instructions.

9.2 Authorisations and Instructions provided via the on-line trading facility

- a) RZ Forex will not be deemed to have any order or communication electronically transmitted by the Client until RZ Forex has actual knowledge of any such order or communication. The mere transmission of an instruction by the Client shall not constitute a binding contract between RZ Forex and the Client. The terms of any order or communication electronically transmitted to the Client may be subject to change or correction. Regardless of the fact that the on-line trading facility might confirm that a contract is executed immediately when the Client transmits instructions via the on-line trading facility, the confirmation forwarded by RZ Forex or made available on the on-line trading facility constitutes RZ Forex's confirmation of a contract. Any instruction sent electronically shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between RZ

Forex and the Client when such instruction has been recorded as executed by RZ Forex and confirmed by RZ Forex to the Client including through a trade confirmation and/or account statement.

b) The Client acknowledges and warrants that it has received a password granting it access to the online trading facility; is the sole owner of the password provided; and accepts full responsibility for any transaction that may occur on an account opened, held, or accessed through the use of the password provided to the Client by RZ Forex, even if such use may be unauthorised or wrongful. The Client agrees to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using the Client's name, password or any other personal identification means implemented to identify the Client.

c) The Client warrants and agrees that any person who is in possession of any password is authorised by the Client, and the Client acknowledges that they will be responsible for any actions on their account associated with the use of its password.

d) The Client agrees to notify RZ Forex immediately should the Client become aware of any unauthorised use, loss or theft of the Client's, username, password or account numbers or inaccurate information with respect to the content of statements including, cash balances, open positions, or transaction history.

10. ENTERING INTO A FOREIGN EXCHANGE CONTRACT

a) The Client may request on any given Business Day, via telephone or otherwise, RZ Forex to quote a price at which RZ Forex may be prepared to enter a Foreign Exchange Contract. The Client acknowledges that a price quotation pursuant to this request does not constitute an offer to enter a Foreign Exchange Contract.

b) Upon receiving the quote from RZ Forex, the Client may via telephone or otherwise offer to enter a Foreign Exchange Contract with RZ Forex at the price quoted by RZ Forex.

c) RZ Forex is in no way obliged to accept the Client's offer to enter into a Foreign Exchange Contract transaction and, without limitation, is not obliged to accept the Client's offer to enter into a Foreign Exchange Contract, if the Client has exceeded or would exceed a predetermined limit imposed on the Client under these Account Terms; or until RZ Forex has received from the Client the Advance Payment, in the form of cleared funds. RZ Forex will promptly advise the Client should RZ Forex decide not to accept a client's offer to enter into a Foreign Exchange Contract.

d) The Advance Payment where required to enter a Foreign Exchange Contract, if not already received from the Client, will be payable to RZ Forex upon acceptance by RZ Forex of the Client's offer to enter the Foreign Exchange Contract.

e) Should RZ Forex accept the Client's offer to enter into a Foreign Exchange Contract, RZ Forex will issue to the Client an electronic confirmation shortly after the Foreign Exchange Contract has been entered into. This confirmation will be in the form of a deal confirmation. Failure by RZ Forex to issue a deal confirmation will not prejudice or affect the relevant Foreign Exchange Contract. RZ Forex will not bear any liability whatsoever resulting from the failure to issue a deal confirmation.

f) The Client agrees to examine the terms of each deal confirmation immediately upon receipt and the Client agrees that the contents of the deal confirmation, in the absence of manifest error, will be conclusive evidence of the executed deal, unless immediately of issue of a deal confirmation the RZ Forex only accept in the event of a system error made by RZ Forex. That is if the RZ Forex system produces rates that are not concurrent with the quotes rates due to a system error. Client cannot cancel any transactions after agreeing the deal between RZ Forex and Client.

g) In its absolute discretion, RZ Forex reserves the right to limit the value of Foreign Exchange Contracts the Client may have outstanding under these Account Terms. Should the Client wish to enter any further Foreign Exchange Contracts, the Client must seek and obtain approval from RZ Forex, which they may grant or refuse in its absolute discretion.

11. ADVANCE PAYMENTS

The Client agrees and acknowledges that:

- a) RZ Forex may advise the Client of the need to provide an initial or additional Advance Payment by way of the payment of money, in such amount as determined by RZ Forex in its sole discretion, feels are necessary to protect itself from the personal obligation incurred by dealing in the Foreign Exchange Contracts on behalf of the Client. Prior to entering a Foreign Exchange Contract, RZ Forex may require the Client to deposit cleared funds. The amount required by RZ Forex and the time at which it is required will be at the absolute discretion of RZ Forex. RZ Forex is not obliged to permit any offset of any moneys so required by RZ Forex.
- b) RZ Forex reserves the right whenever it deems appropriate to raise or lower the Advance Payment or deposit requirements, which may apply to existing positions as well as to new positions. The Client will comply with and meet all such calls in accordance with the Agreement by depositing in cleared funds, the sum requested within the time specified by RZ Forex. RZ Forex may determine the amount and time in its absolute discretion. Should RZ Forex require additional funds from the Client to cover market movements, the Client must pay the amount called by RZ Forex immediately upon being given notice by RZ Forex. In all respects, time shall be of the essence for all payment obligations of the Client.
- c) Should RZ Forex request an Advance Payment, the Client acknowledges and agrees that RZ Forex may refuse any request by the Client to enter into any further Foreign Exchange Contracts until RZ Forex has confirmed the receipt of the amount in the form of cleared funds.
- d) Any exercise by RZ Forex of any power or right under this clause shall be binding on the Client.
- e) Where the Client trades via the trading platform, it is the client's sole responsibility to monitor and manage their open positions and exposures, and ensure Advance Payments are met as required.
- f) Where the Client has not checked the trading platform for Advance Payment notifications, and so has not met them in a timely manner, all relevant positions will be closed out by RZ Forex, without further reference to the Client.
- g) The Client is responsible to pay any deficit owing to RZ Forex after closure, and if the Client defaults or refuses such payment, RZ Forex may apply the proceeds of any assets held by RZ Forex against that deficit.
- h) Should the Client fail to meet an Advance Payment request, RZ Forex may without prejudice to any other rights or powers under these Account Terms, and in its absolute discretion, close out, without notice, any or all of the Client's Foreign Exchange Contracts or refuse any request by the Client to enter into any further contracts.
- i) No credit shall be extended directly or indirectly to the Client by RZ Forex, unless otherwise agreed in writing.

12. COMMISSIONS FEES AND EXPENSES

- a) The Client agrees to pay:
 - i. All legal costs incurred by the Client associated with entering into these Account Terms and all taxes and expenses incurred by the Client regarding these Account Terms.
 - ii. Any fees upon the execution of any requested Foreign Exchange Contract as are disclosed and agreed prior between RZ Forex and the Client, as well as an amount equal to any other fee charged or levied on RZ Forex, or other expense incurred by RZ Forex, arising from any action taken pursuant to these Account Terms.
 - iii. Any stamp duty, duties and taxes (including GST) payable on or pursuant to these Account Terms.
 - iv. All amounts incurred by RZ Forex as a result of the Client's default under the terms of these Account Terms, including without limitation, all reasonable legal costs on a solicitor/client basis.
 - v. Interest, in respect of any unpaid amount due under these Account Terms, at a rate of three percent (3%) per annum above LIBOR (at a minimum of 10% per annum). Such interest shall accrue and be calculated daily from the date payment was due until the date the Client pays in full and shall be compounded monthly; and

b) The Client authorises RZ Forex to appropriate, transfer, credit, apply or pay monies that may be received by RZ Forex or held by RZ Forex on the Client's behalf in payment of any amounts which may be outstanding by the Client to RZ Forex in a transaction effected on the Client's behalf.

c) Where amounts are payable by one party to the other, netting principles shall apply to enable the party owing the larger amount to pay the excess only to the other party. Amounts may be converted into the same currency in accordance with these Account Terms.

d) RZ Forex may in its absolute discretion reduce or waive the minimum deposit amount, the minimum account balance or interest rates on debit balances, fees (including royalties or fees for third party services) or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

e) The Client acknowledges that should they enter a Foreign Exchange Contract with RZ Forex, the Client must pay all transaction charges, fees, Advance Payments, settlements, interest and any other amounts due under these Account Terms on demand by RZ Forex in cleared funds or otherwise as required in accordance with the terms of these Account Terms.

f) Should the Client be given access through the electronic platform or otherwise to prices or information provided by any exchange or service to which a royalty or other fee must be paid for the use of such prices or information, RZ Forex shall have the right to affect the payment of any such royalty or other fee by debiting the Client's account on a monthly basis.

g) Payments by the Client to RZ Forex in accordance with these Account Terms must be made without any offset, counter claim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law. Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if RZ Forex is required to pay any tax in respect of any payment made in relation to these Account Terms at the Client's request the Client agrees to keep RZ Forex indemnified against that tax and agrees to pay to RZ Forex any additional amounts required to ensure RZ Forex receives the full net amount that is equal to the amount RZ Forex would have received had a deduction, withholding or payment of tax not been made.

13. DEFAULT

a) The Client acknowledges and agrees that where one of the following events occurs, RZ Forex may take any such action provided in Clause 14(c) below:

i. the Client fails to meet a call for a deposit or Advance Payment request or make any other payment when due under these Account Terms.

ii. the Client is not contactable by RZ Forex (and has not made alternative arrangements) within the time specified by RZ Forex in order for RZ Forex to obtain instructions (where required).

iii. the Client dies or becomes of unsound mind, or the partnership is dissolved or ceases to exist for any reason.

iv. the Client suspends payment of its debts, makes any composition with its creditors, has a receiver appointed over some or all of its assets, takes or has any proceedings taken against it in bankruptcy or takes or allows any steps to be taken for its winding up (except for a solvent amalgamation or reconstruction approved in advance in writing by RZ Forex) or anything similar to any of these events happens to the Client anywhere in the world.

v. the Client fails in any respect fully and promptly to comply with any obligations to RZ Forex under these Account Terms or otherwise or if any of the representations or information supplied by the Client are or become inaccurate or misleading in any material respect.

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

vii. these Account Terms have been terminated.

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

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

b) If the Client becomes aware of the occurrence of any event referred to in clause 14(a) above, it shall notify RZ Forex immediately.

c) If any event referred to in Clause 14(a) above takes place, RZ Forex shall at its absolute discretion be entitled, but not obliged, to, and at the expense of the Client:

i. terminates the Agreement immediately.

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

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

iv. charge the Client with all the costs, expenses and losses incurred by RZ Forex as a result of entering into, or closing out transactions pursuant to these Account Terms; and

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

14. INDEMNITY

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

b) RZ Forex shall not be responsible or liable in any way for any delay or error in the transmission or execution of any dealing by it under these Account Terms caused by the Client or any other third party, including but not limited to any systems or operational failure or action, bank delay, postal delay, failure or delay of any fax or electronic transmission or delay caused by accident, emergency or act of God.

c) No warranty is provided by RZ Forex in relation to information or advice sourced from third parties, and all information or advice provided by RZ Forex to the Client is for the private use of the Client and is not to be communicated to any third party without the prior written consent of RZ Forex.

d) RZ Forex makes no representation or warranty as to the results of dealing in the Foreign Exchange Contracts and shall not be liable for any damage or loss suffered or incurred by the Client arising out of or in connection with any advice, forecast, or opinion to the Client in relation to price movements or positions or to the likely profitability of any transaction.

e) These indemnities shall survive any termination of the Client relationship.

15. LIMITATION OF LIABILITY

a) The Client declares it has read, understood, and accepted all of the terms and conditions outlined in these Account Terms. The Client agrees that when entering into a Foreign Exchange Contract with RZ Forex the Client is relying on its own judgment and, to the extent permitted by law, in the absence of negligence, fraud or dishonesty by RZ Forex

or any of its employees, agents and representatives in relation to RZ Forex's activities, RZ Forex shall bear no responsibility or liability of any kind whatsoever with respect to any advice or recommendation given or views expressed to the Client, whether or not the advice, recommendation, or views expressed was as a result of a request by the Client, nor will RZ Forex be liable in any respect of any losses incurred by the Client resulting from dealing in any product or products offered by RZ Forex.

b) RZ Forex will bear no liability whatsoever in respect of any private dealings, contracts, transactions, or relationships between the Client and any of RZ Forex's employees or agents.

c) RZ Forex shall bear no liability whatsoever in respect of any impact on the Client caused directly or indirectly by the issuance of any instructions by the Client to RZ Forex.

d) In the absence of negligence, fraud, dishonesty, or misconduct by RZ Forex or any of its employees, agents and representatives and to the full extent of the law, RZ Forex bears no responsibility or liability for any Client's losses or damages whatsoever incurred as a result of any delay in transmitting or a failure to transmit funds caused by reasons outside the control of RZ Forex or as a result of RZ Forex's failure to execute orders in a timely manner or administer these Account Terms in the manner contemplated by these Account Terms for reasons beyond its control and, without limiting the indemnity in clause 15, the Client indemnifies and agrees to keep RZ Forex and its employees, agents, and representatives (for whom RZ Forex acts as agent indemnified against all sums of money, actions, proceedings, suits, claims, demands, damages, costs, expenses and other amounts whatsoever arising in respect of any such loss or damage. Reasons outside RZ Forex's control may include but are not limited to, exchange control or other government restrictions, exchange or market rulings, suspension of trading, power failure, telecommunication failure, strikes or war.

e) All such available exemptions and limitations of liability shall apply in respect of RZ Forex's employees, officers, agents, and representatives.

16. COMPLAINTS AND DISPUTES

a) If you wish to raise any complaint or dispute you should contact us as soon as practicable.

b) Please keep your own record of dates or times of Trades and other issues as that will help us to deal with any complaints or disputes. It may be difficult or not reasonably possible for us to locate records/tapes in relation to transactions and other issues in the absence of information about the dates and times of any Trades or other issues in dispute.

c) A copy of our Complaints Procedure Policy and details on how to lodge a complaint can be found on our website <https://rzforex.com/index.php/about/>.

17. TERMINATION

a) Unless otherwise agreed in writing between the parties upon termination of these Account Terms RZ Forex will close out all the Client's Foreign Exchange Contracts, at RZ Forex's discretion.

b) Should any event occur which has the effect of making or declaring it unlawful or impracticable for RZ Forex to offer Foreign Exchange Contracts to the Client in accordance with the terms outlined in these Account Terms, RZ Forex may immediately terminate these Account Terms by providing the Client with written notice.

c) Termination of the Agreement shall not release either party from any existing obligations or from any liabilities for any antecedent breach of any of the terms of these Account Terms and will not relieve the Client of any obligations the Client may owe to RZ Forex in accordance with these Account Terms prior to its termination.

d) Rights under these Account Terms can only be waived in writing, such waiver not to affect the waiving party's rights or entitlements in respect of subsequent breaches of the Agreement. Failure to compel performance shall not be construed as a waiver.

18. GENERAL

- a) RZ Forex may amend these Account Terms by giving the Client fifteen days written notice of any amendments.
- b) In the event that any of the provisions contained in these Account Terms are found to be invalid or unenforceable, such provisions shall be deemed deleted, and the validity and enforceability of the remaining provisions shall continue unimpaired.
- c) If a party fails to exercise or delays in exercising any right under these Account Terms, by doing so it does not waive such right. The rights provided in these Account Terms do not exclude other rights provided by law.
- d) The Client may not assign or otherwise transfer its rights or obligations under these Account Terms or any transaction, without the express written consent of RZ Forex.
- e) The parties agree to the electronic recording by either party of telephone or internet conversations between the parties with or without an automatic tone warning device, and the use of such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties. Clients shall be permitted access to such tapes within a reasonable period after the date of the relevant telephone conversation and shall be liable to RZ Forex for all reasonable costs in retrieving and providing such tape.
- f) The Client acknowledges and agrees that RZ Forex is permitted to carry out an electronic database search and search credit reference agencies to verify the Client's identity and credit standing. If such searches are carried out, RZ Forex may keep records of the contents and results of such searches in accordance with all current and applicable laws.
- g) RZ Forex reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti Money Laundering laws and regulations. RZ Forex may pass on information collected from the Client and relating to transactions as required by applicable anti money laundering laws and regulations and is under no obligation to inform the Client it has done so. RZ Forex may undertake all such anti money laundering checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by RZ Forex, and reserves the right to take any action with regard thereto with no liability whatsoever, therefore,
- h) RZ Forex reserves the right to provide all such information regarding the Client in relation to its obligations to, or requests (whether legally binding or not) by a relevant regulatory body.

19. PRIVACY

- a) In order to provide the Client with these services, RZ Forex needs to collect personal information about the Client and obtain the Client's agreement in relation to the handling of such personal information. If the Client does not provide the requested information or agree to the information handling practices detailed in these Account Terms, RZ Forex may be unable to provide the services outlined in these Account Terms to the Client.
- b) The Client shall ensure that all information provided to RZ Forex is accurate and up to date at all times. Any changes must be advised to RZ Forex as soon as practicable.
- c) RZ Forex has systems and processes in place to address privacy requirements and can provide the Client with a Privacy Statement should the Client require further information about RZ Forex's information handling practices.
- d) The Client authorises RZ Forex to collect, use, store or otherwise process any personal information which enables RZ Forex to provide and/or improve its services. This may, on occasion, require the disclosure of personal information to our related entities, agents, and service providers, and to organisations located in countries which do not have comparable laws to protect the Client's information.

20. NOTICES

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

answer back. Where the Client is more than one person, any notice or other communication provided by RZ Forex to one such person shall be deemed to have been provided to all such persons.

21. GOVERNING LAW

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