New Account – Joint

Thank you for choosing FOREX.com Canada. To make it easy and convenient to open your account, we have included all the necessary forms in this application packet. Completing the application process is an easy process:

Step 1: Complete the Customer Account Application (pages 3-6) and read the FOREX.com Canada Customer Agreement (pages 8-28).

Please obtain and carefully review a copy of each of the following FOREX.com Canada disclosures which form a part of your Account Documents, and please provide affirmation to each disclosure by checking "Yes" on the Important Disclosures and Consent form (page 7)

- *Making A Complaint: A Guide for Investors* brochure by visiting IIROC's website: http://www.iiroc.ca/investors/investoreducation/pages/default.aspx
- Conflicts of Interest Policy
- Disclosure of Non-Resident Status
- Risk Disclosure Statement
- Futures Risk Disclosure
- Privacy Policy
- Relationship Disclosure and Shared Premises Disclosure
- Electronic Delivery of Documents & Electronic Signatures
- FOREX.com Canada's Fee Schedule

Step 2: Verify Personal Information

- You will be notified directly if documentation is required

Notice Regarding Anti-Money Laundering:

In response to the *Proceeds of Crime (Money Laundering) and Terrorist Financial Act (Canada)*, it is FOREX.com Canada's Policy to verify personal information provided on this application. When opening a trading account with FOREX.com Canada, we will ask for your name, address, date of birth, social insurance number, together with documentation to support your identity such as a current passport, driver's license or other documents deemed appropriate. FOREX.com Canada reserves the right to conduct a credit check and to request additional documentation and upon further review may deny opening an account if documentation is determined to be insufficient.

Step 3: Fax or mail your completed, signed application (in its entirety), tax form and copy of your photo ID(s)

via FAX *(for expedited processing)*:
ATTN: New Accounts
+1.908.731.0777

via MAIL:
FOREX.com Canada
ATTN: New Accounts
Bedminster One
135 US Highway 202/206, Suite 11
Bedminster, NJ 07921

Step 4: Fund Your Account. There are three (3) easy ways to fund your account.

- **Wire Transfer**
  Bank wires are typically received and credited to client's account within 1 business day. All wire transfers should include the client's name and/or account number in the reference section of the wire.

CAD Wire to:
FOREX.com Canada Customer Funds
Intermediary Bank: Royal Bank of Canada
SWIFT BIC: ROYCCAT2
Beneficiary Bank: JPMorgan Chase N.A., Toronto Branch
Clearing Code: 027000012
SWIFT BIC: CHASCATTCTS
A/C # 4683000276

USD Wire to:
FOREX.com Canada Customer Funds
JPMorgan Chase N.A., New York
ABA # 021000021
A/C # 4683000277
SWIFT # CHASUS33
Beneficiary Bank: JPMorgan Chase Bank N.A., Toronto Branch
SWIFT BIC: CHASCATTCTS

- **Personal or Business Check**

Funds sent via personal or business check take 5-10 business days (from date of receipt) to clear and be credited to client's trading account, according to our banking partner's posted schedule. This can vary depending on the bank and state of issue. International checks may take several weeks to clear.

Please make all checks payable to "FOREX.com Canada" and mail to FOREX.com. Canada

- **Credit Card**
  Deposits via Visa and MasterCard are also acceptable Log into MyAccount to submit a credit card deposit once your account has been approved.

Please review the FAQs on our website for details on minimum funding requirements.

Cash deposits are not accepted, which includes money orders, traveler's checks or other cash equivalents. Under no circumstances will FOREX.com Canada make or receive payments via third parties.

You will be contacted via e-mail when your funds have been received and you have been cleared for trading. If you have questions or require assistance, please call us toll free at 1.855.317.9242 or 1.908.458.8297 or e-mail us at cainfo@forex.com.

FOREX.com

Customer Account Application – Joint

This Application must be completed in full or it will not be processed. FOREX.com will not disclose, share or sell your personal information to third parties. You must be at least 19 years of age to open an account. Please type or print clearly.

INTRODUCING BROKER (*IF APPLICABLE*)

Introducing Broker Name: _____

PRIMARY APPLICANT

PERSONAL INFORMATION

Name: _____ DOB: _____

Email Address: _____ Phone Number: _____

(this will be our primary method of contacting you)_

Country of Tax Residency _____ _____ _____
(list all countries)

Country of Citizenship _____ SIN/TIN: _____

HOME ADDRESS

Address (P.O. boxes not accepted): _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

MAILING ADDRESS

Address (P.O. boxes not accepted): _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

FAMILY INFORMATION

Marital Status:
(Check one) ☐ Married ☐ Single ☐ Divorced ☐ Common Law ☐ Widowed

Spouse Name: _____ DOB: _____

Spouse Employment Status:
(Check one) ☐ Employed ☐ Retired ☐ Self-Employed ☐ Student ☐ Unemployed

Spouse Employer's Name: _____ Industry: _____

Number of Dependents: _____

EMPLOYMENT STATUS

(Check one) ☐ Employed ☐ Retired ☐ Self-Employed ☐ Student ☐ Unemployed

If you selected Employed or Self-Employed, provide the following information:

Employer's Name: _____

Industry: _____ Position: _____

Address: _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

ADDITIONAL INFORMATION (REQUIRED)

Are you employed by an Investment Regulatory Organization of Canada (IIROC) broker/dealer or equivalent global regulatory body? ☐ YES ☐ NO

If yes, please provide Company Name: _____

Are there any undisclosed persons with a financial interest in this account? ☐ YES ☐ NO

If yes, please list names: _____

Are you an insider or significant shareholder of a publicly listed company? ☐ YES ☐ NO

If yes, please provide the company name, symbol and exchange where listed: _____

_____

Industry regulations require us to obtain the information requested in this section.

CO- APPLICANT

PERSONAL INFORMATION

Name: _____ DOB: _____

Email Address: _____ Phone Number: _____

(this will be our primary method of contacting you)_

Country of Tax Residency _____ _____ _____
(list all countries)

Country of Citizenship _____ SIN/TIN: _____

FOREX.com

HOME ADDRESS

Address (P.O. boxes not accepted): _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

MAILING ADDRESS

Address (P.O. boxes not accepted): _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

FAMILY INFORMATION

Marital Status:
(Check one) ☐ Married ☐ Single ☐ Divorced ☐ Common Law ☐ Widowed

Spouse Name: _____ DOB: _____

Spouse Employment Status:
(Check one) ☐ Employed ☐ Retired ☐ Self-Employed ☐ Student ☐ Unemployed

Spouse Employer's Name: _____ Industry: _____

Number of Dependents: _____

EMPLOYMENT STATUS

(Check one) ☐ Employed ☐ Retired ☐ Self-Employed ☐ Student ☐ Unemployed

If you selected Employed or Self-Employed, provide the following information:

Employer's Name: _____

Industry: _____ Position: _____

Address: _____

Municipality: _____ Province: _____ Postal Code: _____

Country: _____

ADDITIONAL INFORMATION (REQUIRED)

Are you employed by an Investment Regulatory Organization of Canada (IIROC) broker/dealer or equivalent global regulatory body? ☐ YES ☐ NO

If yes, please provide Company Name: _____

Are there any undisclosed persons with a financial interest in this account? ☐ YES ☐ NO

If yes, please list names: _____

Are you (co-applicant) an insider or significant shareholder of a publicly listed company? ☐ YES ☐ NO

If yes, please provide the company name, symbol and exchange where listed: _____

_____

Industry regulations require us to obtain the information requested in this section.

FINANCIAL INFORMATION (COMBINED)

Total annual income $ _____ Total Capital Risk $ _____
(maximum cumulative amount willing to risk)

Net Liquid Assets % _____ Net Fixed Assets % _____
(cash and securities less loans against securities) (fixed assets less liabilities against fixed assets)

Note: Liquid and fixed assets should be rounded to the nearest 10% and the combination of liquid and fixed assets must equal 100%.

Net Worth $ _____ Initial Deposit $ _____
(Total net worth is the total of liquid and fixed assets)

Source of Funds: ☐ Employment ☐ Inheritance ☐ Loan

Base Currency: ☐ CAD ☐ USD

TRADING EXPERIENCE

Investment Knowledge: ☐ Limited or None ☐ Moderate ☐ Extensive

Currencies:	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years
Contracts for Difference (CFDs):	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years
Securities:	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years
Options:	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years
Futures:	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years
Spot Metals:	☐ < 6 months	☐ 6 months – 1 year	☐ 1-3 years	☐ Over 3 years

MARKETING COMMUNICATIONS

☐ I consent to receive electronic communication from FOREX.com regarding promotions of products and services offered. You can withdraw your consent by following instructions to unsubscribe in the email.

FOREX.com

IMPORTANT DISCLOSURE AND CONSENTS

THIS IS A LEGALLY BINDING CONTRACT.

By Checking "Yes" below, you acknowledge that you have received, read and agree to be bound by each of the Associated Documents listed below and terms and conditions therein contained.

1. Customer Agreement	☐ YES ☐ NO
2. Suitability Waiver Acknowledgement	☐ YES ☐ NO
3. Leverage Risk Disclosure	☐ YES ☐ NO
4. Disclosure of Non-Residency Status	☐ YES ☐ NO
5. Trading Policies and Procedures	☐ YES ☐ NO
6. Risk Disclosure Statement	☐ YES ☐ NO
7. Futures Risk Disclosure	☐ YES ☐ NO
8. Privacy Policy and Consent to Share Information	☐ YES ☐ NO
I hereby provide my revocable consent to the sharing of my information in accordance with the Privacy Policy and Relationship Disclosure.	☐ YES ☐ NO
9. Relationship Disclosure and Shared Premises	☐ YES ☐ NO
10. Conflicts of Interest Policy	☐ YES ☐ NO
11. Electronic Delivery of Documents	☐ YES ☐ NO
12. Electronic Signatures	☐ YES ☐ NO

Please print and provide your signature below.

Name of Primary Applicant: _____

Signature: _____ Date: _____

Name of Co Applicant: _____

Signature: _____ Date: _____

Customer Agreement

This Agreement sets forth the terms and conditions governing your Account at GAIN Capital - FOREX.com Canada Ltd. ("FOREX.com Canada") and all Contracts and other transactions in this Account with FOREX.com Canada. In this Agreement, the undersigned customer is referred to as "Customer" or "You".

1. **DEFINITIONS.** Terms capitalized in this Agreement are defined in the Glossary as found on **FOREX.com Canada** website https://www.forex.com/en-ca/education/glossary

2. **SERVICES PROVIDED**. Subject to the terms and conditions of this Agreement and acceptance of Customer's application to open an Account with FOREX.com Canada, FOREX.com Canada will maintain one or more Accounts in Customer's name and will effect cash settled and physically settled transactions with and for Customer in the international Over-the-Counter Foreign Currency (foreign exchange) markets and metal markets and effect forex and metal transactions on a spot basis and Contracts for Difference ("CFD") transactions in Reference Assets, and provide such other services and products as FOREX.com Canada may, in its sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between FOREX.com Canada and Customer shall be governed by the terms of this Customer Agreement, as amended from time to time (including, without limitation, FOREX.com Canada's Trading Policies and Procedures).

3. **REPRESENTATIONS AND WARRANTIES.** As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which FOREX.com Canada's Trading Policies and Procedures and Risk Disclosure Statement are revised, updated or amended, Customer represents and warrants to FOREX.com Canada and agrees for the benefit of FOREX.com Canada that:

   3.1. if Customer is a natural person, Customer is of sound mind, legal age (19 years old in Canada) and legal competence.

   3.2. if Customer is not a natural person, (i) Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer; and (iii) each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.

   3.3. Execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.

   3.4. Customer has full beneficial ownership of Customer's Account or has disclose all beneficial ownership interests to FOREX.com Canada on the Beneficial Owners Form. Customer has not granted and will not grant a security interest in Customer's Account with FOREX.com Canada (other than the security interest granted to FOREX.com Canada hereunder) to any person without FOREX.com Canada's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to FOREX.com Canada hereunder) without FOREX.com Canada's prior written consent.

   3.5. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as FOREX.com Canada, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of FOREX.com Canada or to protect FOREX.com Canada's interests with respect to any Collateral.

   3.6. Customer has read and understands the provisions contained in this Agreement, including, without limitation, FOREX.com Canada's Trading Policies and Procedures and Risk Disclosure Statement, Customer will review the Agreement each time it is amended. Customer will not affect any Opening Transaction in Customer's Account unless Customer understands FOREX.com Canada's revised Agreement, and Customer agrees that in effecting any Opening Transaction it is deemed to represent that it has read and understands FOREX.com Canada's revised Agreement as in effect at the time of such Opening Transaction.

   3.7. Customer has effected foreign currency, spot metal and CFD transactions with FOREX.com Canada or with other foreign currency, spot metal and CFD dealers for at least six (6) months or acknowledges he/she has read this Customer Agreement, which includes the Risk Disclosure Statement, and understands the high risk of loss associated with trading foreign currency, spot metal and CFD contracts.

   3.8. Customer agrees to comply with all applicable law. You may not use your personal account with FOREX.com Canada for any illegal activity.

   3.9. All information provided by Customer to FOREX.com Canada, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify FOREX.com Canada promptly of any changes in such information.

   3.10. In the event Customer loses his/her risk capital, which is provided as part of the Customer Application and as amended by Customer from time to time thereby being the Customer's total lifetime risk capital, this loss will not result in a change in the Customer's lifestyle.

   3.11 FOREX.com Canada does not provide suitability advice. Customer alone is responsible for assessing the risks associated with trading in any accounts opened with FOREX.com Canada and further FOREX.com Canada shall not owe any suitability obligation to the Customer.

4. **TRADING.** Customer authorizes FOREX.com Canada to purchase and sell physically settled and cash settled Foreign Exchange Contracts, Cross Currency Contracts, Metal Contracts and CFD Contracts on a spot basis for Customer's Account in accordance with Customer's instructions received through the FOREX.com Canada Online Trading System or via telephone to the FOREX.com Canada Trading Desk, subject to the terms of this Agreement, including the Annexes hereto and the Customer Account Application, including any applicable addenda thereto. Customer agrees to be conclusively responsible for any instruction received electronically that is identified with Customer's password and Account number and for any electronic, oral and written instruction (including, but not limited to, any Order) to FOREX.com Canada from persons FOREX.com Canada, in its sole judgment, believes are apparently authorized by Customer. If Customer's Account is titled as a joint account, FOREX.com Canada is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. FOREX.com Canada shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by FOREX.com Canada in reliance on any such instructions or on the apparent authority of any such persons.

   4.1. License: Trading Systems are owned by GAIN Capital – FOREX.com Canada Ltd. (and its Affiliates) or third parties that license their use to GAIN Capital Forex.com Canada Ltd. and Affiliates ("Licensors"). You acknowledge and agree that Trading Systems are the exclusive property of GAIN Capital Canada, its Affiliates and/or the Licensors, and that the Trading Systems Information is the exclusive property of GAIN Capital Canada, it Affiliates and/or the Licensors or such Licensor's third party vendors or their suppliers, and GAIN Capital Canada, Affiliates and Licensor and such third party vendors and their suppliers retain all proprietary rights, title, and interest, without limitation, copyright, in the Trading System Information. Gain Capital Canada grants you a personal, limited, revocable, non-exclusive, non-transferable license to access and use the Trading Systems, in accordance with this Customer Agreement. You shall not copy, license, sell, transfer, make available the Trading

Systems or Trading Systems 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 Systems Information.

4.2. **Pricing Information**. FOREX.com Canada will make available, by posting on the FOREX.com Canada Online Trading System or by telephoning the FOREX.com Canada Trading Desk, Bid Prices and Ask Prices at which FOREX.com Canada is prepared to enter Foreign Currency Contracts or Cross Currency Contracts, Metal Contracts or CFD Contracts with Customer. Each Bid Price or Ask Price shall be for a Spot Contract with a specified Value Date and shall specify each Eligible Foreign Currency or tradable U.S. dollar-based currency pairs involved where applicable or in the case of a CFD in the Reference Asset. For purposes of a CFD, a Reference Asset means property of any description or an index or other factor designated in a CFD to which reference is made to fluctuations in the value or price of the purpose of determining profits or losses under the CFD. FOREX.com Canada expects that these prices will be reasonably related to the bid prices and ask prices available in the market at that time for similar transactions, but a number of factors, such as communication system delays, high volume or volatility can result in deviations between prices quoted by FOREX.com Canada and other sources. FOREX.com Canada makes no warranty, express or implied, that Bid Prices and Ask Prices represent prevailing bid prices and ask prices.

4.3. **Order Execution**. With the exception of Guaranteed Stop Loss Orders, FOREX.com Canada will attempt to execute all Orders that it may, in its sole discretion, accept from Customer in accordance with Customer's instructions received through the FOREX.com Canada Online Trading System or via telephone to the FOREX.com Canada Trading Desk. Guaranteed Stop Loss Orders will always be executed at your specified order price. In cases where the prevailing market represents prices different from the prices FOREX.com Canada has posted on our screen, FOREX.com Canada will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer realized and unrealized gains and losses.

4.4. **Principal Trades.** All Contracts made and entered into by FOREX.com Canada hereunder, including all Contracts for Difference (CFDs) will be entered into by FOREX.com Canada as principal. Customer acknowledges, understands and agrees that FOREX.com Canada is not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity. Notwithstanding the provisions of this Section, Customer acknowledges, understands and agrees that all non-market orders such as Limit Orders, Stop/Loss Orders, One Cancels the Other Orders, Day Only Orders, and Good till Cancelled Orders, are accepted by FOREX.com Canada and undertaken on an "best-efforts basis" in accordance with the relevant provisions of the Trading Policies and Procedures, as amended from time to time.

4.5. **Trade Matching**. FOREX.com Canada or its affiliates may, at a future date, establish a trade matching system or determine to route Customer's orders to a trade matching system operated by third parties. In that event, FOREX.com Canada, and/or any one or more of its affiliates, shall have the right (but not the obligation), in the sole discretion of FOREX.com Canada or any such affiliate, to act for its own account, and as a counter party or as a broker to FOREX.com Canada customers, in the making of markets and the purchase and sale of Foreign Exchange Contracts, Cross Currency Contracts, Metal Contracts and CFD Contracts via any medium, including without limitation, over any trade matching network in use by FOREX.com Canada customers and/or the general public.

4.6. **Transmission.** FOREX.com Canada shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of FOREX.com Canada's gross negligence.

4.7. **Position & Trading Limits.** FOREX.com Canada reserves the right to limit the number of Open Positions that Customer may enter or maintain in Customer's Account. FOREX.com Canada reserves the right, in its sole discretion, to refuse to accept any Order opening a new position or increasing an Open Position.

4.8. **Closing a CFD Contract.** To close a 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. FOREX.com Canada will treat your order to open a 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.

4.9. **Expiry Transaction**. Unless otherwise informed, if You do not close an Expiry Transaction, understood as a transaction which had a set contract period at the end of which the Expiry Transaction expires automatically, on or before the Last Dealing Time then, FOREX.com Canada will close Your Expiry Transaction as soon as FOREX.com Canada has 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, omissions excluded; plus or, as the case may be, minus (b) any spread that FOREX.com Canada applies when such an Expiry Transaction is closed. Details of the spread that is applied by FOREX.com Canada 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.

4.10. **Market Suspension of a CFD**. If at any time trading on a regulated market is suspended in any Reference Asset which is listed on a market, FOREX.com Canada 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 FOREX.com Canada 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 (5) business days, FOREX.com Canada 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 FOREX.com Canada has the right to terminate the CFD at our discretion and to amend or vary margin requirements and margin rates.

4.11. **Market Delisting of a CFD**. If a regulated market 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 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 FOREX.com Canada to You.

5. **MARGIN REQUIREMENTS**. Customer shall provide to and maintain with FOREX.com Canada Margin in such amounts, in cash or other such forms, and within such limits as FOREX.com Canada, in its sole discretion, may from time to time require. Customer's Account will be under the control of FOREX.com Canada. FOREX.com Canada may change Margin requirements at any time, without prior notice to Customer, and may call for additional Margin ("Margin Call") at (i) any time Customer's Margin Balance falls below FOREX.com Canada's Minimum Margin Requirement as applied to that Account; and (ii) any time FOREX.com Canada, in its sole discretion, believes that it is prudent to do so. FOREX.com Canada may at any time liquidate Customer's Account in accordance with Section 9 below. FOREX.com Canada may withdraw funds from the Customer's account without notice: (i) to ensure that Posted Margin equals or exceeds Required Margin; and (ii) to satisfy any payment obligation to FOREX.com Canada, including commissions, fees and charges in respect of Customer's Account (See **Section 11 "Charges"**). In the event that Customer directs FOREX.com Canada to sell any Margin, Collateral, Contract or other property and FOREX.com Canada is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to FOREX.com Canada, FOREX.com Canada may borrow or purchase any Margin,

Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold FOREX.com Canada harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that FOREX.com Canada may sustain.

6. **SECURITY AGREEMENT.** In order to secure any indebtedness or other obligations at any time owing from Customer to FOREX.com Canada, including, without limitation, (i) indebtedness or other obligations under any Account, Contract or other transaction with FOREX.com Canada; or (ii) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with FOREX.com Canada, Customer hereby assigns, pledges and grants to FOREX.com Canada a security interest in and right of setoff against: (i) all of Customer's Accounts with FOREX.com Canada; (ii) all Contracts, cash, securities and other property in Customer's Account at FOREX.com Canada or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to FOREX.com Canada or in FOREX.com Canada's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in FOREX.com Canada's sole discretion and without prior demand or notice, FOREX.com Canada may apply any or all cash (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property were held or generated. FOREX.com Canada shall have the right to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to FOREX.com Canada) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of FOREX.com Canada, its custodian or a nominee for either. Any failure by FOREX.com Canada to enforce its rights hereunder shall not be deemed a future waiver of such rights by FOREX.com Canada. FOREX.com Canada is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that FOREX.com Canada deems necessary or desirable to evidence or to protect FOREX.com Canada's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to FOREX.com Canada ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to FOREX.com Canada, including obligations to provide Margin in accordance with Section 5 hereof, Customer shall promptly pay upon demand the entire amount of such deficit.

7. **NOVATION OF OPPOSING CONTRACTS.** Whenever there may exist in any Customer Account two (2) or more open and opposite Contracts providing in whole or in part for the purchase and sale of the same Foreign Currency, Cross Currency Pairs, Metal or CFD Contracts on the same Value Date, such Contracts shall automatically be canceled and replaced by an obligation to settle only the net difference between amounts payable in respect of the relevant currencies under the relevant Contracts, and/or the net difference between the quantities of the relevant currency deliverable there under.

8. **SETTLEMENT DATE; ROLLOVERS; DELIVERY.** In cases where transactions are executed for physical delivery, instructions on the settlement of Open Positions must be given to FOREX.com Canada at least two (2) Business Days prior to the Value Date. In the absence of instructions from Customer directing FOREX.com Canada to deliver, offset, or roll over Open Positions, FOREX.com Canada is authorized, in FOREX.com Canada's sole discretion, to deliver, roll over or offset all or any portion of the Open Positions in Customer's Account at Customer's risk. Delivery of Foreign Currency shall be made to the bank specified by the purchaser in a major city in the country in which the Foreign Currency is the legal tender. Unless otherwise agreed by FOREX.com Canada and Customer in writing, the Foreign Currency shall be deliverable by wire transfer. FOREX.com Canada may require payment of amounts due from Customer to FOREX.com Canada prior to 16:30 ET on any day prior to payment of amounts due and payable by FOREX.com Canada to Customer on that day. FOREX.com Canada and Customer shall exchange, make use of, and periodically update and confirm any standing payment instructions. Spot Metal deliveries will take place at a location and custodian as approved. 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 of a CFD Contract nor will you acquire any interest in any Reference Asset of a CFD Contract. If instructions, funds and documents are not received by FOREX.com Canada by the specified time, FOREX.com Canada may, in its sole discretion and without notice to Customer, offset Customer's Open Positions, roll over Customer's Open Positions into the next settlement time period, or make or receive delivery on behalf of Customer upon any terms and by any methods deemed reasonable by FOREX.com Canada, in its sole discretion. Terms and/or methods for delivering, offsetting, or rolling over Customers' Open Positions may differ on a Customer-by-Customer basis relative to the current balance in the Customer's Account.

9. **LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES.** In the event of: (a) an Event of Default; (b) insufficient Margin, or FOREX.com Canada's determination that any Collateral deposited to protect Customer's Account is inadequate, regardless of current market quotations, to secure Customer's Account; or (c) any other circumstances or developments that FOREX.com Canada, in its sole discretion, deems appropriate for its protection, FOREX.com Canada may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation Customer may have to FOREX.com Canada (either directly or by way of guarantee or suretyship) out of any of Customer's funds or property in the custody or control of FOREX.com Canada; (2) sell or purchase any or all Contracts and any securities or other property held or carried for Customer; and (3) cancel any or all outstanding Orders or Contracts or other transactions or commitments made by or on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's legal representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of FOREX.com Canada's right to sell or buy at any time in the future without demand or notice as provided above. In liquidation of Customer's Long Positions and Short Positions, FOREX.com Canada may, in its sole discretion, offset in the same settlement or it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in FOREX.com Canada's sole judgment may be advisable to protect or reduce existing positions in Customer's Account. Any sales or purchases may be made according to FOREX.com Canada's judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and FOREX.com Canada may purchase the whole or any part thereof free from any right of redemption. You acknowledge and agree that FOREX.com Canada will have the right to close any CFD Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative financial instrument or commodity, as offered for trading by FOREX.com Canada as a CFD Contract, 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 FOREX.com Canada. FOREX.com Canada will not be subject to any obligation to roll over a position in such a derivative financial instrument or Commodity. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to FOREX.com Canada, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorneys' fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate at FOREX.com Canada's principal bank or the maximum interest rate allowed by law, whichever is lower. In the event FOREX.com Canada incurs expenses other than for the collection of deficits, with respect to Customer's Account, Customer agrees to pay such expenses.

10. **REGISTRATIONS.** FOREX.com Canada is a registered as an online order execution and suitability exempt Investment Dealer with the Investment Industry Regulatory Organization of Canada ("IIROC") and with Canadian securities authorities in each of the provinces and territories of Canada, and as a derivatives dealer in Quebec. FOREX.com Canada is a member of the Canadian Investors Protection Fund ("CIPF"). For more information on IIROC and its policies visit http://www.iiroc.ca. For information regarding CIPF, please visit http://www.cipf.ca.

11. **CHARGES.** Depending on the products and markets concerned, FOREX.com Canada is compensated for its services through brokerage fees, commissions, the bid/ask spread and mark-up on rollovers or a combination of the foregoing. FOREX.com Canada may also charge premiums for accepting Guaranteed Stop Loss Orders in markets in which such orders are offered. FOREX.com Canada may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees and data fees. FOREX.com Canada may charge monthly data fees in any account wherein there is no trading activity for at least twelve (12) months. FOREX.com Canada reserves the right to change its fee structure at any time without notice. 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 FOREX.com Canada's provision of services hereunder. Customer may incur additional fees for the purchase of optional,

value added services offered by FOREX.com Canada.

12. **FOREIGN ACCOUNTS.** Customers not residing in Canada ("Foreign Accounts") may be asked to comply with requests for special information by FOREX.com Canada as required by any governmental unit or regulatory agency. This includes, but is not limited to, special calls for information. In the event of a special call for information, FOREX.com Canada or its agent shall be required to obtain the information set forth by any governmental unit or regulatory agency requesting information. In addition, failure to respond to a special call may cause transactions to be prohibited (other than offsetting trades) for Customer.

13. **TRADE CONFIRMATIONS.** Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally and online by 17:30 ET on the day of execution. Reports of the confirmation of orders and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer the sooner of: (i) two (2) Business Days after transmittal to Customer by posted mail; or (ii) immediately with respect to Orders confirmed via the FOREX.com Canada Online Trading System. Customer may object to confirmations and statements by telephone within the time frames identified above, but any such objection must be confirmed by e-mail to cainfo@forex.com or in writing within two (2) Business Days thereafter to FOREX.com Canada (which confirmation shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested to FOREX.com Canada at such address). Failure to object shall be deemed ratification by Customer of all actions taken by FOREX.com Canada or FOREX.com Canada's agents prior to Customer's receipt of such reports. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer agrees to immediately call to FOREX.com Canada's attention any oral information that Customer has reason to believe is inconsistent with Customer's own information. Customer understands, acknowledges and agrees that errors, whether resulting in a profit or loss to Customer, shall be corrected, and Customer's Account will be credited or debited in such manner and extent as to place Customer's Account in the same position in which it would have been had the error not occurred.

14. **ELECTRONIC COMMUNICATIONS.** Reports, statements, notices and any other communications from FOREX.com Canada may be transmitted to Customer by (i) placement on FOREX.com Canada's Website; (ii) electronic delivery via e-mail to Customer's e-mail address as reflected on FOREX.com Canada's records; or (iii) mail or other delivery service to Customer's current mailing address as reflected on FOREX.com Canada's records. Customer shall notify FOREX.com Canada immediately of any change in Customer's e-mail address or mailing address by e-mail to cainfo@forex.com or by mail or other delivery service to FOREX.com Canada Bedminster One, 135 US Highway 202/206, Suite 11, Bedminster, NJ 07921. All communications sent by FOREX.com Canada shall be deemed effective when deposited by FOREX.com Canada in Canada mail or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to Customer, whether actually received by Customer or not. All communications sent by Customer shall not be deemed effective until accepted by FOREX.com Canada.

15. **FOREX.COM CANADA RESPONSIBILITIES.** FOREX.com Canada shall not be liable to Customer for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorneys' fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to FOREX.com Canada, Customer, any market, or any settlement or clearing system.

16. **MANIFEST ERRORS:** A Manifest Error means a manifest or obvious misquote by us, or any Market, Liquidity Provider or official pricing 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, and information source or announcements. 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.

    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.

17. 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 connect with a 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 willful default or fraud, as determined by a competent court in a final, non-appealable judgment

18. **INDEMNIFICATION.** Customer agrees to indemnify and hold FOREX.com Canada, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, claims, losses, damages, costs and expenses, including attorneys' fees, incurred by FOREX.com Canada arising out of: (i) Customer's failure to fully and timely perform its obligations hereunder; and (ii) any of Customer's representations and warranties made that may at any time be untrue or incorrect. Customer also agrees to pay promptly to FOREX.com Canada any and all claims, losses, damages, costs and expenses, including attorneys' fees, incurred by FOREX.com Canada in the enforcement of any of the provisions of this Agreement, any Contracts and other transactions hereunder, and any other agreements between FOREX.com Canada and Customer and the collection of any amounts due hereunder and thereunder.

19. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.** All copyright, trademark, trade secret and other intellectual property rights in the FOREX.com Canada Online Trading System ("Trading System") shall remain at all times the sole and exclusive property of FOREX.com Canada and/or its 3rd party service providers and Customers shall have no right or interest in the Trading System(s) except for the right to access and use the Trading System(s) as specified herein. Customer acknowledges that the Trading System(s) are confidential and have been developed through the expenditure of substantial skill, time, effort and money. The Customer will protect the confidentiality of FOREX.com Canada and/or its 3rd party service providers by allowing access to the Trading System(s) only by its employees and agents on a need to access basis. Customer will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading System(s). Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading System(s) or in the manner in which it operates.

20. **DISCLOSURE OF CUSTOMER INFORMATION.** FOREX.com Canada will not share or sell information regarding its customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of FOREX.com Canada's business conducted on behalf of customers, including, but not limited to, FOREX.com Canada's banking or credit relationships in accordance with FOREX.com Canada's privacy policy. FOREX.com Canada may also disclose to federal or provincial regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena. To read FOREX.com Canada's entire privacy policy, please visit: https://www.forex.com/en-ca/terms-and-policies/privacy-policy

21. **JOINT ACCOUNTS AND/OR TRUST ACCOUNTS.** If more than one natural person executes this Agreement as Customer, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Customer hereby agrees to indemnify, defend, save and hold free and harmless FOREX.com Canada for any liabilities, claims, losses, damages costs and expenses, including attorneys' fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorneys' fees.

22. **AMENDMENTS.** Customer understands, acknowledges and agrees that FOREX.com Canada may amend or change this Agreement at any time. FOREX.com Canada will provide notice to Customer of any such amendment or change by posting the amendment or change to the Website or by sending an e-mail message to Customer. Customer agrees to be bound by the terms of such amendment or change on the earlier of: (x) ten (10) days after FOREX.com Canada has posted notice of such amendment or change to the Corporate Website; or (y) on the date of the entry of any Order other than a Liquidating Order. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's Open Positions and instruct FOREX.com Canada regarding the disposition of all assets in Customer's Account within ten (10) Business Days after notice of the amendment or change has been posted to the Corporate Website. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by FOREX.com Canada or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

23. **TERMINATION.** This Agreement shall continue and be in effect until termination by Customer or FOREX.com Canada. Customer may terminate this Agreement if: (i) Customer has no open Foreign Currency, Cross Currency, Metal or CFD positions and no liabilities held by or owed to FOREX.com Canada; and (ii) Customer has provided three (3) days' written notice to FOREX.com Canada by e-mail to cainfo@forex.com or by mail or other delivery service to FOREX.com Canada.; and (iii) FOREX.com Canada has accepted the notice as provided in Section 18 hereof. FOREX.com Canada may, in its sole discretion, terminate this Agreement at any time, effective as of the close of business on the day notice is sent to Customer. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve Customer of any obligations arising out of any deficit balance.

24. **ENTIRE AGREEMENT.** This Agreement together with the Customer Account Application embodies the entire agreement between FOREX.com Canada and the Customer, superseding any and all prior written and oral agreements.

25. **RECORDINGS.** Customer acknowledges and agrees that any and all conversations between Customer and FOREX.com Canada principals, agents, employees or associates, including the FOREX.com Canada Trading Desk and customer service and operations desks may, at the option and in the sole discretion of FOREX.com Canada, be recorded electronically with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or preceding that may arise involving Customer or FOREX.com Canada.

26. **BINDING EFFECT.** This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or reopened with FOREX.com Canada, irrespective of any change or changes at any time in the personnel of FOREX.com Canada or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of FOREX.com Canada and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon Customer and/or the personal representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of Customer.

27. **Law and jurisdiction; severability**. This Agreement is governed by, and shall be construed in accordance with the applicable Provincial laws in Canada without giving effect to any conflict of laws doctrine that would interfere with or prevent the application of this provision. With respect to any suit, action or proceeding ("Proceeding") relating to this Agreement, Customer may choose which law governs matters under this Agreement (either the law of the client's province of residence or the jurisdiction in which the transaction occurred. Customer agrees to service of process in any legal proceeding by sending copies thereof by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or (a full list of Forex.com Canada's Agents for Service of Process can be found at https://www.forex.com/en-ca/support/account-forms). Customer further agrees that any Proceeding shall be commenced within three (3) years after the cause of any such Proceeding shall have arisen. Alternatively, Customer may elect to have the Proceeding meditated by the Ombudsman for Banking Services and Investments ("OBSI") or in Quebec by the Autorité des marchés financiers ("AMF"), or arbitrated through ADR Chambers at www.adrchambers.com/ca/ or in Quebec through the Canadian Commercial Arbitration Centre at www.ccac-adr.org/en. Any award of the arbitrator(s) will be final and binding. Customer may also file a regulatory complaint with IIROC at http://www.iiroc.ca. For further information, Customer should refer to *An Investor's Guide to Making a Complaint and How Can I Get my Money Back?* brochures found at: https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-guide-to-making-a-complaint.pdf and https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-how-can-i-get-my-money-back-guide.pdf If any clause of this Agreement is determined void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect."

28. **ACCEPTANCE.** This Agreement shall not be deemed to be accepted by FOREX.com Canada or become a binding contract between Customer and FOREX.com Canada until the signed Customer Account Application has been received and approved by FOREX.com Canada. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on FOREX.com Canada and said original forms shall govern Account.

29. **RELATIONSHIP WITH GAIN CAPITAL**. FOREX.com Canada operates as an affiliate of GAIN Capital Group, LLC. FOREX.com Canada utilizes GAIN Capital Group's trading systems, infrastructure, technology, operations and dually-registered personnel may facilitate Customer trading. FOREX.com Canada is registered as an online execution suitability exempt investment dealer with securities regulatory authorities in each of the provinces and territories of Canada and as a derivatives dealer in Quebec. GAIN Capital Group, LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) with the U.S. Commodity Futures Trading Commission ("CFTC") and a member of the National Futures Association (NFA ID# 0339826) in the United States.

30. **AUTHORIZATION TO TRANSFER FUNDS.** Customer hereby agrees that FOREX.com Canada may at any time and from time to time, in the sole discretion of FOREX.com Canada, apply and transfer from any of Customer's Accounts with FOREX.com Canada to any of Customer's other accounts, whether held at FOREX.com Canada or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

31. **CUSTOMER COMPLAINTS.** In the event the Customer has any complaint about FOREX.com Canada's performance under this Agreement, the Customer can direct that complaint to FOREX.com Canada's Compliance Department who will investigate the nature of the complaint in accordance with FOREX.com Canada's complaints handling procedures to try to resolve it. FOREX.com Canada's complaints handling procedures can be found at https://www.forex.com/en-ca/support/complaints. The Customer may also refer his/her complaint regarding FOREX.com Canada to IIROC. IIROC's *An Investor's Guide to Making a Complaint and How Can I Get My Money Back*? brochures detailing the process can be found at: https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-guide-to-making-a-complaint.pdf and https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-how-can-i-get-my-money-back-guide.pdf

Consent to Electronic Delivery of Documents

Customer hereby consents to receive account statements (monthly and daily statements) online. FOREX.com Canada will provide Customer with password-protected access to online reports. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc. Statements are deemed received when made available to Customer by

FOREX.com Canada, regardless of whether Customer actually accessed the statement. Customer is responsible for alerting FOREX.com Canada to any change in their e-mail address. This consent shall be effective until revoked by Customer in writing and received by FOREX.com Canada according to Section 15 of this Customer Agreement.

Authorization To Transfer Funds

Customer hereby agrees that FOREX.com Canada may, at any time and from time to time, in the sole discretion of FOREX.com Canada, apply and transfer from any of Customer's Accounts with FOREX.com Canada to any of Customer's other accounts, whether held at FOREX.com Canada or other approved financial institutions, any of the Contracts, currencies, securities or other property of Customer held either individually or jointly with others to another account.

Agreement to Use Collateral

Customer authorizes FOREX.com Canada to sell, pledge, rehypothecate, assign, invest, commingle and otherwise use any Collateral held by FOREX.com Canada, including, but not limited to, using the Contracts as collateral for a loan to FOREX.com Canada, and, further dealing with the Collateral, as provided in the Customer Agreement (including, but not limited to Section 6 thereof). Where Customer's Account consists of more than one Account, this authorization shall apply to all of Customer's Accounts with FOREX.com Canada. This Agreement to Use Collateral shall remain in effect so long as Customer's Account with FOREX.com Canada remains open or Customer has any obligations of any kind to Forex.com Canada, under the Customer Agreement.

Social Insurance / Tax ID Certification

Customer hereby certifies, under penalty of perjury, that the number provided on the Customer Application is Customer's correct Social Insurance Number.

Trading Policies And Procedures

1. **INTRODUCTION.** FOREX.com Canada's Trading Policies and Procedures are an integral part of your Customer Agreement. It is your responsibility as Customer to carefully read these Trading Policies and Procedures and to inform FOREX.com Canada of any questions or objections that you may have regarding them before entering each and every trading Order. In entering your trading Orders with FOREX.com Canada, you agree, represent, warrant and certify that you understand and accept these Trading Policies and Procedures, as they are set forth here and as may be amended from time to time by FOREX.com Canada, in its sole discretion, and you agree to comply with these Trading Policies and Procedures as currently in effect at any time. Terms capitalized in these Trading Policies and Procedures are defined in the Glossary as found on https://www.forex.com/en-ca/education/glossary

2. **TRADING HOURS.** All references to FOREX.com Canada hours of trading are in U.S. Eastern Time ("ET") using a 24-hour format. FOREX.com Canada normally provides access for Foreign Exchange, Spot Metal and CFD Trading on the Website from 17:00 ET on Sunday to 17:00 ET on Friday, but FOREX.com Canada reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. OTC Foreign Currency, spot metal and CFD markets operate 24 hours a day. Following submission of an Order to trade, it is the sole responsibility of Customer to remain available for Order and Fill confirmations, and other communications regarding Customer's FOREX.com Canada Account until all open Orders are completed. Thereafter, Customer must monitor Customer's Account frequently when Customer has Open Positions in the Account.

3. **TRADE ORDERS**

   3.1. **Order Entry.** All Orders must be placed through the FOREX.com Canada Online Trading System or by telephone to the FOREX.com Canada Trading Desk. Telephone orders are accepted in the sole discretion of FOREX.com Canada.

   3.2. **Types of Orders Accepted.** Some of the types of Orders FOREX.com Canada accepts include, but are not limited to:

   a) ***Day Only Order*** -- An order (other than a Market Order) that is effective until 17:00 ET on the day that it was requested.

   b) ***Good till Canceled Order* ("GTC")** -- An Order (other than a Market Order), that by its terms is effective until filled or canceled by Customer. GTC orders do *not* automatically cancel at the end of the Business Day.

   c) ***Limit Order*** -- An Order (other than a Market Order) to buy or sell the identified Currency, or pair of Currencies, at a specified Foreign Exchange Rate or metal at a specified spot rate. A Limit Order to buy generally will be executed when the Ask Price equals or falls below the Foreign Exchange Rate or the metal rate as specified in the Limit Order. A Limit Order to sell generally will be executed when the Bid Price equals or exceeds the Foreign Exchange Rate or metal rate specified in the Limit Order.

   d) ***Market Order*** -- An Order to buy or sell the identified Currency, or pairs of Currencies, at the current market Foreign Exchange Rate or metal at the current market rate. An Order to buy is executed at the Ask Price, and an Order to sell is executed at the Bid Price.

   e) ***One Cancels the Other Order* ("OCO")** -- An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.

   f) ***Stop/Loss Order*** -- An order to buy or sell at a specified Foreign Exchange Rate or spot metal rate away from the current market for the purpose of liquidating an Open Position during market conditions in which there has been an adverse movement in Foreign Exchange Rates or spot metal rates. Execution of such an order can occur at a rate adverse to the Stop/Loss order rate as specified by the Customer. A Stop/Loss Order to buy generally will be executed when the Ask Price equals or exceeds the Foreign Exchange Rate or spot metal rates as specified in the Stop/Loss Order. A Stop/Loss Order to sell generally will be executed when the Bid Price equals or falls below the Foreign Exchange Rate or spot metal rate specified in the Stop/Loss Order.

   g) ***Guaranteed Stop Loss Order*** – An instruction to execute a trade to close an Open Position at a pre-agreed price (as agreed between Customer and FOREX.com Canada) and subject to the terms of this Article 3. Guaranteed Stop Loss Orders will be executed at the agreed upon order price when that price level is reached. Guaranteed Stop Loss Orders are offered for a limited range of markets during market hours. Guaranteed Stop Loss Orders may be offered with minimum and maximum quantities that may be different than other order types,

and FOREX.com Canada may charge a premium for each Guaranteed Stop Loss Order at rates that are available on the FOREX.com Canada Online Trading System.

3.3. **One Click Order Entry/One Click Execution of Market Orders.**

3.3.1. ***Electronic Order entry for Market Orders equals Order execution*.** To enter an online Order, Customer must access the deal entry screen, enter the notional amount, *i.e.*, the size of the trade, and select the Eligible Foreign Currencies, Cross Currency Pairs or metal rates. When prepared to trade, Customer must then click on "BUY/SELL." The Order is filled shortly after the Customer hits "BUY/SELL", if the Customer has sufficient funds in his or her Account and a "deal failed" message is not received. Deals may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

3.3.2. ***Immediate Execution of Market Orders Through the FOREX.com Canada Trading Desk.*** Market Orders executed over the telephone with the FOREX.com Canada Trading Desk are completed when FOREX.com Canada says "deal" or "done." At that point Customer has bought or sold and cannot cancel the Market Order. Customer agrees by placing Market Orders through the FOREX.com Canada Trading Desk to such immediate execution and accepts the risk of this immediate execution feature.

3.3.3. **Order Cancellation.** Non-market Orders may be cancelled via the FOREX.com Canada Online Trading System. Rapid changes in Bid Prices and Ask Prices, however, may cause Customer's Order to be executed before Customer can cancel it and FOREX.com Canada shall have no liability for any claims, losses, damages, costs or expenses, including attorneys' fees, arising directly or indirectly out of the failure of such Order to be cancelled. Customer may contact FOREX.com Canada by telephone if facing difficultly with order cancellation.

3.4. **Capacity.** FOREX.com Canada operates as an affiliate of GAIN Capital Group, LLC. FOREX.com Canada utilizes GAIN Capital Group's trading systems, infrastructure, technology, operations and dually-registered personnel may facilitate Customer trading. FOREX.com Canada is a registered investment dealer in Canada and a member of Canadian Investor Protection Fund ("CIPF"). GAIN Capital Group, LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) with the U.S. Commodity Futures Trading Commission and a member of the National Futures Association (NFA ID # 0339826) in the United States.

3.5. **Terms of Acceptance for Orders**. It is Customer's sole responsibility to clearly indicate the terms of an Order when entered, whether Market Order, Limit Order, Stop/Loss Order, Guaranteed Stop Loss Order (if available), Day-Only Order, OCO Order or GTC Order, including the Order's Value Date and specified Spot Rate limits, where applicable. Although a Spot Rate is specified upon entry of Stop/Loss Orders, Limit Orders and other non-market Orders, market conditions may often prevent the execution of an individual Customer's non-market Orders despite other dealing activity at that price level, or may often require non-market Orders to be Filled at a substantially different Spot Rate, and Customer agrees to accept the best rate which FOREX.com Canada, in its discretion, may assign to the Fill. Guaranteed Stop Loss Orders will always be executed at your specified order price. Customer acknowledges that FOREX.com Canada shall accept all non-market Orders only on a best-efforts basis. FOREX.com Canada shall have no liability for failure to Fill Orders, and makes no guarantee of an Order's priority over the Orders of FOREX.com Canada, its other customers, associated principals, officers, directors, affiliates, associates, employees, banks, bank employees or other dealers. FOREX.com Canada shall have the right, but not the obligation, to reject any Order in whole or in part before or after confirmation, or to cancel and rescind any Fill, where Customer's Account contains Margin that is insufficient TO SUPPORT THE ENTIRE ORDER at the time that market levels reach the order levels as specified by the client, or where, in the opinion and sole discretion of FOREX.com Canada, the execution of such Order may place Customer's Account in an insufficient Margin condition, or where such Order or Fill is illegal or otherwise improper.

3.6. **Confirmation of Fills.** Trades executed online will be confirmed online in the Activity Log, Deal Blotter, on the Execution Screen, and the Position Management Screen is updated online as each trade is executed. Telephone orders are verbally confirmed and confirmed online in the Deal Blotter and Position Management Screen by 17:30 ET on the day the order is placed. Confirmation of Fills, and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected to immediately by phone or e-mail if placed through FOREX.com Canada's Online Trading System or by telephone to the FOREX.com Canada Trading Desk, and such objection is confirmed in writing within three (3) days after transmittal to Customer by mail or otherwise. FOREX.com Canada reserves the right to be the final arbiter with respect to disputed Orders. In cases where the prevailing market represents prices different from the prices FOREX.com Canada has posted on our screen, FOREX.com Canada will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. This may or may not adversely affect customer Realized and Unrealized Gains and Losses.

4. **CUSTOMER ACCOUNTS; INITIAL DEPOSITS**

4.1. **Documents.** Before you can place an Order with FOREX.com Canada, you must complete the Customer Account Application and read, complete and sign the Customer Agreement, including the Risk Disclosure Statement and these Trading Policies and Procedures and all applicable addenda. You must deposit sufficient funds in your Account, your Customer Account Application must be approved by FOREX.com Canada and your deposited funds must have cleared the banking system. Also, FOREX.com Canada must accept your Customer Account Application before FOREX.com Canada will permit you to trade in your Account. You will be notified by e-mail when your Customer Account Application has been approved. If a Customer applies online, Customer will be permitted to trade only after FOREX.com Canada has received a completed and signed Customer Account Application and Customer Agreement. FOREX.com Canada may, in its sole discretion, initially accept a fax copy of the signed Customer Account Application and may permit one or more trades if Customer has deposited sufficient funds into the Account. In this case, FOREX.com Canada must receive an original signed copy of the entire Customer Account Application and Customer within seven (7) days of completion of the online Customer Account Application. If FOREX.com Canada does not receive the Customer Account Application and Customer Agreement with original signatures, FOREX.com Canada reserves the right to liquidate any Open Positions in the Account and to close the Account.

4.2. **Currency for Rendering Accounts**. All initial deposits to Customer Accounts will be accepted only in either Canadian Dollars or USD, and, unless settlement and delivery of a Foreign Currency have taken place, all Account Balances will be computed and reported only in the currency used by the Customer to initially fund its Customer Account or the base currency elected by the client should they not deposit CAD or USD. Note that if you choose USD as your base/funding currency, you will be required to make all deposits in USD and any P/L or transactions in your Customer Account will be recorded in USD.

4.3. **Recognition of Deposits.** No deposit shall be recognized until the wire or check has been fully cleared and collected by FOREX.com Canada's bank or depository institution. You will be notified via e-mail once your funds have been received by FOREX.com Canada and are available for trading.

4.4. **Fees.** All banking fees shall be charged to Customer's Account at FOREX.com Canada's discretion, including a $25.00 FOREX.com Canada fee, over and above any bank fees, for each returned check.

5. **MARGIN REQUIREMENTS**. Customer shall provide and maintain with FOREX.com Canada margin in such amounts and in such form that FOREX.com Canada, in it is sole discretion may require. FOREX.com Canada does not require Customers to pay the full price of Foreign Currencies, spot metal or CFDs Customer may buy and sell. Instead, Customer is required to post a small percentage of the full amount which Customer is obligated to pay to FOREX.com Canada under the Contract, to secure Customer's obligations to FOREX.com Canada. Margin includes Required Margin for Open Positions, which is based on (i) the Opening Margin Requirement; (ii) the Minimum Margin Requirement; (iii) the market value of Open Positions; and (iv) any additional amount as FOREX.com Canada, in its sole discretion, believes is prudent to require. Customer must maintain the Minimum Margin Requirement on their Open Positions at all times. FOREX.com Canada has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained, according to Section 6 hereof. Margin requirements are subject to change at any time in FOREX.com Canada's

sole discretion and without prior notice. No previous margin requirement shall preclude FOREX.com Canada from increasing that requirement without prior notice. FOREX.com Canada may, in its sole discretion, elect to impose on a disclosed on undisclosed basis limitations on the maximum number of Open Positions allowed at any time

6. **LIQUIDATION LEVEL**.

6.1. Subject to all additional rights of FOREX.com Canada under the Customer Agreement, in the event that, in the sole opinion of FOREX.com Canada and in accordance with FOREX.com Canada's reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Customer's Account in the aggregate, FOREX.com Canada will have the right but not the obligation to liquidate any part of or all Open Positions in Customer's Account. Clients are responsible for placing their own Stop Loss Orders to minimize losses. Any failure by FOREX.com Canada to enforce its rights hereunder shall not be deemed a future waiver of such rights by FOREX.com Canada. FOREX.com Canada does not make margin calls in the ordinary course of business but may provide an automated e-mail message to Customer in the event the Customer's Account is in near proximity of falling below the Minimum Margin Requirement. FOREX.com Canada maintains the right to liquidate Customer positions as described above. However, FOREX.com Canada may from time to time and in its sole discretion, call Customer and request that Customer deposit additional Collateral to secure Customer's obligations to FOREX.com Canada, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by FOREX.com Canada.

6.2. In the event that your account sustains cumulative Life-to-Date Net Losses including unrealized mark-to-market gains/(losses) equal to or greater than 50% of your stated risk capital, FOREX.com Canada will attempt to send a notice to your email address of record informing you of such. This notification is a courtesy reminder only, and does not relieve you of any duty or obligation to monitor your account at all points in time. You shall not hold FOREX.com Canada responsible in any way whatsoever for failure to receive the notice, or for receipt of the notice subsequent to being liquidated, as monitoring your account in light of your stated risk capital is your sole responsibility. When your stated risk capital has been reached, your account may be restricted from further trading and any open positions may be liquidated. If you wish to continue to trade your account, contact Client Services at 1.855.317.9242 or 1.908.458.8297 to update your stated risk capital and deposit further funds to your account.

7. **WITHDRAWALS.** Payments from a Customer Account require a withdrawal request form signed by all required account holders and submitted in writing to FOREX.com Canada. The Withdrawal Request Form requires a minimum of two (2) Business Days from receipt of the withdrawal request for issuance of a check or wire transfer of funds.

8. **MARGIN CALLS.** FOREX.com Canada does not make margin calls in the ordinary course of business, but may provide an automated e-mail message notification to Customer in the event the Customer's Account is in near proximity of falling below the Minimum Margin Requirement. FOREX.com Canada maintains the right to liquidate Customer positions that are under-margined at anytime without further notice to the Customer. However, FOREX.com Canada may from time to time and in its sole discretion, call Customer and request that Customer deposit additional margin to secure Customer's obligations to FOREX.com Canada, over and above the balance in Customer's Account. Any call for additional margin without exercising the rights to liquidate Customer positions shall not be deemed precedent for future calls nor future waiver of such liquidation rights by FOREX.com Canada.

9. **THIRD PARTY APPLICATION.** In the event that you select and use any third party software application to provide you with trading programs, signals, advice, risk management or other trading assistance ("Expert Advisors") 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 – FOREX.com Canada Ltd. and its Affiliates accept no obligation with respect to, nor assume any responsibility for, the performance of any applications, 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 – FOREX.Com Canada Ltd and its Affiliates:

(a) Make no warranty or representation of any kind, whether expressed 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 damage that may be suffered by your, 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 Advisor (including your own GAIN Capital Forex.com Canada Ltd. Account information a reliable record of which you acknowledge and agree may only be found at your GAIN Capital – FOREX.com Canada Ltd. website Account);
(e) Disclaim any responsibility for connection speed, efficiency or availability between Expert Advisor applications and third party hosting or trading applications and Gain Capital – FOREX.com Canada Ltd. Trading Systems;
(f) Neither give any undertaking nor make any warranty 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 – FOREX.com Canada'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 – Canada's Trading Systems.

The provisions of clause (Third Party Applications) shall apply irrespective of whether or not GAIN Capital Canada (or its affiliates offer, promote or endorse to you the Expert Advisor or a third-party hosting or trading application.

10. **Market Obligations & Market Abuse.** 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 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 consent 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.

Suitability Waiver Acknowledgement

FOREX.com Canada offers suitability exempt order execution trading services. This means you alone are responsible for assessing the risks associated with your trading in this account and FOREX.com Canada shall not owe you any suitability obligation. FOREX.com Canada does not provide trade recommendations and will not consider your financial situation, investment knowledge, investment objectives or risk tolerances when accepting your orders. You alone are responsible for your own investment decisions.

Leverage Risk Disclosure

Leverage Risk Disclosure: Using borrowed money to finance Foreign Exchange Trading involves greater risk than using cash resources only. If you borrow money to trade contracts or securities, your responsibility to repay the loan and pay interest as required by its terms remains the same, even if the value of the contract or security declines.

FOREX.com Canada - Risk Disclosure Statement

In consideration of FOREX.com Canada agreeing to enter into Over-the-Counter ("OTC") Foreign Exchange, metal and CFD Contracts with the undersigned (hereinafter referred to as the "Customer"), Customer acknowledges, understands and agrees that Customer is aware of the risks involved in trading foreign currency, spot metal and CFD contracts. In order to open and operate an account with FOREX.com Canada, you must indicate that you have read and understood this Risk Disclosure Statement. Please read this Risk Disclosure Statement in its entirety.

1. **Trading Is Very Speculative and Risky**. Foreign Exchange, Spot Metal and CFD Trading is highly speculative and is suitable only for those customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of Margin or deposits. Foreign Exchange, Spot Metal and CFD Trading is not an appropriate investment for retirement funds. Customer represents, warrants and agrees that Customer understands these risks; that Customer is willing and able, financially and otherwise, to assume the risks of Foreign Exchange, Spot Metal and CFD Trading and that loss of Customer's entire Account Balance will not change Customer's lifestyle.

2. **High Leverage And Low Margin Can Lead To Quick Losses**. The high leverage and low Margin associated with Foreign Exchange, Spot and CFD Metal Trading can result in significant losses due to price changes in Foreign Exchange Contracts, Cross Currency Contracts, Metal Contracts and CFD Contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the customer's responsibility to monitor his/her Account Balance. FOREX.com Canada has the right to liquidate any or all Open Positions whenever the Minimum Margin Requirement is not maintained. Increasing leverage increases risk.

3. **Leverage Risk Disclosure**. Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

4. **Prices, Margin And Valuations Are Set By FOREX.com Canada And May Be Different From Prices Reported Elsewhere**. FOREX.com Canada will provide prices to be used in trading, valuation of Customer positions and determination of Margin requirements. Although FOREX.com Canada expects that these prices will be reasonably related to prices available in the interbank market, prices reported by FOREX.com Canada may vary from prices available to banks and other participants in what is known as the interbank market. FOREX.com Canada will exercise considerable discretion in setting and collecting Margin. FOREX.com Canada is authorized to convert funds in Customer's Account for Margin into and from such Foreign Currency, Metal and CFD at a rate of exchange determined by FOREX.com Canada in its sole discretion on the basis of then-prevailing money market rates.

5. **One Click Trading And Immediate Execution**. FOREX.com Canada's automated order entry systems provide immediate transmission of Customer's order once Customer enters the notional amount and clicks "Buy/Sell." There is no "second look" before transmission, and Market Orders cannot be cancelled. This feature may be different from other trading systems. At Customer's sole discretion, Customer may utilize the FOREX.com Canada's Demo Trading System to become familiar with the order entry process before trading online with FOREX.com Canada. Customer agrees that by using FOREX.com Canada's order-entry system, Customer agrees to the one-click system and accepts the risk of this immediate transmission feature.

6. **Telephone Orders And Immediate Execution.** Market Orders executed through the FOREX.com Canada Trading Desk are completed when FOREX.com Canada says "deal" or "done". At that point Customer has bought or sold and cannot cancel the Market Order. By placing Market Orders through the FOREX.com Canada Trading Desk, Customer agrees to such immediate execution and accepts the risk of this immediate execution feature.

7. **Market Commentaries Are Informational Only, Customer Makes Independent Decisions, And FOREX.com Canada Is Not An Investment Adviser Or A Fiduciary To Customer.** The market commentaries provided by FOREX.com Canada do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any Foreign Exchange Contracts, Cross Currency Contracts, Metal Contracts or CFD Contracts. Each decision by Customer to enter into a Contract or other transaction with FOREX.com Canada and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by Customer. FOREX.com Canada is not acting as an investment advisor or serving as a fiduciary to Customer. Customer agrees that FOREX.com Canada has no fiduciary duty or suitability obligation to Customer and no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Customer's trading or any other action based upon any market commentaries or other information provided by FOREX.com Canada.

8. **FOREX.com Canada does not provide Recommendations.** The market commentaries provided by FOREX.com Canada are based solely on the judgment of FOREX.com Canada's personnel. These market commentaries may or may not be consistent with the market positions or intentions of FOREX.com Canada, its affiliates and employees. The market commentaries of FOREX.com Canada are based upon information believed to be reliable, but FOREX.com Canada cannot and does not guarantee the accuracy or completeness thereof or represent that following such commentaries will reduce or eliminate the risk inherent in Foreign Exchange, Spot Metal and CFD Trading.

9. **There is no Central Market or Clearinghouse Guarantee of Payment.** Each Contract is a contract directly between FOREX.com Canada and the Customer. There is no clearinghouse and no guarantee by any other party of FOREX.com Canada's payment obligations to the customer. Customer must look only to FOREX.com Canada for performance on all Contracts in Customer's Account and for return of any Margin or Collateral.

10. **No Guarantees Of Profit**. There are no guarantees of profit or freedom from loss in Foreign Exchange, Spot Metal or CFD Trading. Customer has received no such guarantees from FOREX.com Canada or from any of its representatives. Customer is aware of the risks inherent in Foreign Exchange, Spot Metal and CFD Trading and is financially able to bear such risks and withstand any losses incurred.

11. **Customer May Not Be Able To Close Open Positions**. Due to market conditions or other circumstances FOREX.com Canada may be unable to close out Customer's position at the level specified by Customer, and Customer agrees FOREX.com Canada will bear no liability for failure to do so.

12. **Trading Ahead And Along**. FOREX.com Canada its personnel and affiliates and various other parties may execute orders at the same or better prices ahead of a Customer Order.

13. **Third Party Agents**. In the event that Customer grants trading authority or control over Customer's Account to a third party (the "Trading Agent"), whether on a discretionary or non-discretionary basis, FOREX.com Canada shall in no way be responsible for reviewing Customer's choice of such Trading Agent or for making any recommendations with respect thereto. FOREX.com Canada makes no representations or warranties concerning any Trading Agent; FOREX.com Canada shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and FOREX.com Canada does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Customer gives the Trading Agent authority to exercise any of its rights over its Account, Customer does so at Customer's risk. Even though the undersigned grants authority to Trading Agent, client should be diligent and closely scrutinize all account activity. FOREX.com Canada provides online Account access at through your MyAccount login through the website and trading platform, whereby Client may view their Account Value and Account Activity.

14. **Internet Trading**. Since FOREX.com Canada does not control signal power, its reception or routing via Internet, configuration of Customer's equipment or reliability of its connection, FOREX.com Canada shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility or trading software, whether belonging to FOREX.com Canada, Customer, any market, or any settlement or clearing system when Customer trades online (via Internet).

15. **Telephone Orders**. FOREX.com Canada is not responsible for disruption, failure or malfunction of telephone lines.

16. **Quoting Errors**. Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to Customer requests), FOREX.com Canada is not liable for any resulting errors in Account Balances and reserves the right to make necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by FOREX.com Canada, in its sole discretion, of the relevant Currency at the time such an error occurred. In cases where the prevailing market represents prices different from the prices FOREX.com Canada has posted on our screen, FOREX.com Canada will attempt, on a best efforts basis, to execute trades on or close to the prevailing market prices. These prevailing market prices will be the prices, which are ultimately reflected on the Customer Statements. This may or may not adversely affect customer realized and unrealized gains and losses.

17. **CIPF Coverage.** FOREX.com Canada is a member of the Canadian Investor Protection Fund. This means your Customer account may be eligible for up to CAD $1 million coverage if you suffer financial loss caused by the insolvency of FOREX.com Canada. Canadian insolvency laws will apply in dealing with customer assets in the event of insolvency. For further information regarding CIPF coverage, please see http://www.cipf.ca.

FOREX IS AN OVER THE COUNTER (OTC) MARKET, MEANING THE FOREIGN CURRENCY TRADING YOU ARE ENTERING INTO IS NOT CONDUCTED ON AN EXCHANGE. AS A MARKET MAKER, FOREX.COM CANADA IS THE COUNTERPARTY IN THESE TRANSACTIONS AND, THEREFORE, ACTS AS THE BUYER WHEN YOU SELL AND THE SELLER WHEN YOU BUY. AS A RESULT, FOREX.COM CANADA'S INTERESTS MAY BE DEEMED TO BE IN CONFLICT WITH YOURS. UNLESS OTHERWISE SPECIFIED IN YOUR WRITTEN AGREEMENT OR OTHER WRITTEN DOCUMENTS FOREX.COM CANADA ESTABLISHES THE PRICES AT WHICH IT OFFERS TO TRADE WITH YOU. THE PRICES OFFERED MIGHT NOT BE THE BEST PRICES AVAILABLE AND DIFFERENT PRICES MAY BE OFFERED TO DIFFERENT CUSTOMERS.

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FOREX.com Canada - Disclosure of Non-Resident Status

FOREX.com Canada's principal business location and registered regulatory head office is located at:

Bedminster One 135 US Hwy 202/206, Suite 11
Bedminster, New Jersey USA
07921

FOREX.com Canada's customer assets shall be held in trust at a financial institution in Canada. Canadian insolvency laws will apply in dealing with customer assets the event of insolvency. All contracts for securities trading services with Canadian residents will be in accordance with applicable Provincial law and Canadian customers may choose which law (either the law of the client's province of residence or the jurisdiction in which the transaction occurred) governs matters under contract. FOREX.com Canada waives its right to challenge the client's choice as to which law applies. FOREX.com Canada's Agents for Service in each province are:

Jurisdiction	Agent for Service	Contact
Alberta	Clarke D. Barnes c/o Fasken Martineau DuMoulin LLP 3400 First Canadian Centre – 350 7th Avenue SW Calgary, Alberta T2P 3N9	Contact: Clarke D. Barnes Telephone: 403 261 5374 Email: clbarnes@fasken.com
British Columbia	Dierk Ullrich c/oFMD Service (B.C.) Inc. 2900 – 550 Burrard Street Vancouver, British Columbia V6C 0A3	Contact: Dierk Ullrich Telephone: 604 631 4847 Email: dullrich@fasken.com
Manitoba	Bruce H. King c/o Pitblado LLP 2500 – 360 Main Street Winnipeg, Manitoba R3C 4H6	Contact: Bruce H. King Telephone: 204 956 3541 Email: king@pitblado.com
New Brunswick	William H. Teed c/o Cox & Palmer Brunswick Square, Suite 1500 1 Germain Street Saint John, New Brunswick E2L 4V1	Contact: William H. Teed, Q.C. Telephone: 506 633 2718 Email: wteed@coxandpalmer.com
Newfoundland	Ian F. Kelly c/o Curtis, Dawe LLP Eleventh Floor, Fortis Building 139 Water Street St. John's, Newfoundland A1C 5J9	Contact: Ian F. Kelly Telephone: 709 722 5181 Email: ifkelly@curtisdawe.nf.ca
Northwest Territories	Roberta Blake c/o Field Law Suite 201 5120 – 49th Street Yellowknife, NT X1A 1P8	Contact: Roberta Blake Telephone: 867 669 8455 Email: rblake@fieldlaw.com
Nova Scotia	Charles S. Reagh c/o Stewart McKelvey Suite 900, Purdy's Wharf Tower One 1959 Upper Water Street P.O. Box 997 Halifax, Nova Scotia B3J 2X2	Contact: Charles S. Reagh Telephone: 902.420.3335 Email: creagh@stewartmckelvey.com
Nunavut	Roberta Blake c/o Field Law Suite 201 5120 – 49th Street Yellowknife, NT X1A 1P8	Contact: Roberta Blake Telephone: 867 669 8455 Email: rblake@fieldlaw.com

Ontario	Ederlyn Magno c/o FMD Service (Ontario) Inc. 333 Bay Street, Suite 2400 Toronto, Ontario M5H 2T6	Contact: Ederlyn Magno Telephone: 416 868 3353 Email: emagno@fasken.com
Quebec	Julie Delisle c/o Fasken Martineau DuMoulin LLP 800 Place Victoria Suite 3700 Montreal, Quebec H4Z 1E9	Contact: Julie Delisle Telephone: 514 397 7423 Email: jdelisle@fasken.com
Saskatchewan	Donald K. Wilson, Aaron D. Runge and John A. Dipple c/o MLT Aikins LLP (formerly, MacPherson, Leslie & Tyerman LLP) 1500 – 1874 Scarth Street Regina, Saskatchewan S4P 4E9	Contact: Donald K. Wilson, Q.C. Telephone: 306 347 8437 Email: DWilson@mlt.com
Yukon	Grant Macdonald c/o Macdonald & Company 200-204 Lambert Street Whitehorse, Yukon Y1A 3T2	Contact: Grant Macdonald, Q.C. Telephone: 867 667 7885 Email: eharris@anton.yk.ca
Prince Edward Island	James C. Travers c/o Stewart McKelvey 65 Grafton Street Charlottetown, PEI C1A 8B9	Contact: James C. Travers, Q.C. Tel # 902-629-4504 E-mail: jtravers@stewartmckelvey.com

RELATIONSHIP DISCLOSURE

GAIN Capital - Forex.com Canada Ltd. ("Forex.com Canada") is registered as an investment dealer with securities regulatory authorities in each of the provinces and territories of Canada, a derivatives dealer in Quebec and a suitability-exempt dealer member of the Investment Industry Regulatory Organization of Canada ('IIROC"). This relationship disclosure applies to our retail customers.

Products and Services

Forex.com Canada provides customers with the ability to self-direct their online trading activities in foreign exchange, precious metals, indices, oil, commodities and other "spot" contracts, and in contracts for difference ("CFDs"), on an over-the-counter basis (collectively, "OTC contracts") with Forex.com Canada acting as principal. OTC contracts are not transferable or fungible with other contracts or financial instruments.

A list of products and pricing information offered through Forex.com Canada's trading platform is available at Product List. Alternatively, you may call Forex.com Canada's trading desk at 1-855-317-9242 (international 1-908-458-8297) for information or to place an order. Forex.com Canada attempts to execute all customer orders that it, in its sole discretion, may accept, at or close to prevailing reference market prices using reasonable best efforts. Forex.com Canada does not charge a trade commission, rather its remuneration is added to the price in the case of a purchase or deducted from the price in the case of a sale. A Fee Schedule is available at Fee Schedule.

Market information is available in real time through Forex.com's trading platform. This information is generic and is not tailored for your specific needs, nor is it intended to be a recommendation for you to buy, sell or hold a particular security or position. Forex.com Canada is exempt from suitability obligations - this means Forex.com Canada will not consider your financial situation, investment knowledge, investment objectives or risk tolerances when accepting or executing your orders, and you alone are responsible for your trading activities and for any profits or losses in your account.

Customer Accounts

Customers can open an account online with Forex.com Canada on our trading platforms: Open an Account here. Customers can choose to open a Standard Account ($2500 account minimum) or a Mini Account ($500 account minimum), and can choose the base currency (Canadian dollar or US dollar) of the account. All accounts are margin accounts, which involves the use of leverage. Leverage allows customers to magnify profits or losses by reducing the initial capital outlay required to achieve the same market exposure that would be obtained by investing directly in the underlying currency or instrument.

Trading in OTC contracts is risky, and these risks may be magnified by market fluctuations and the use of leverage. Please carefully review the Leverage Risk Disclosure, Risk Disclosure Statement and Futures Risk Disclosure. Customers should also carefully review the information contained in the Customer Agreement provided at the time of account opening.

At the time of account opening, customers are required to state their "risk capital" for the account, which is the maximum cumulative amount that the customer is willing to risk losing, and includes any initial deposit amount. An important risk management feature of our trading platforms ensures that customer positions are automatically closed out when a customer fails to maintain sufficient margin in their account to support their positions, thereby preventing the customer from being placed in a margin call situation or losing more than their stated risk capital or cumulative loss limit. Customers may choose to reset or revise the stated risk capital for their account at by logging into their MyAccount feature, or by calling and speaking with a Supervisor.

Customers are provided with a real-time view of their account status. This includes how tick-by-tick movements affect their account balances and required margins. Customers can view this information throughout the trading day by including it on their trading screen, and can also set up alerts that instruct the trading system to automatically send an email notifying them of key identified levels being hit in the market. Customers also have the ability to monitor their account and the profit/loss of their positions in real time. Trade confirmations and account statements are provided electronically and are available to Customers through their online account.

The GAIN Capital Group of Companies

GAIN Capital Holdings, Inc., is the indirect parent company and 100% indirect owner of Forex.com Canada. Founded in 1999, GAIN Capital Holdings, Inc., is a leading provider of online trading services specializing in foreign exchange (Forex or FX), contracts for difference ("CFDs"), spot contracts and other over-the-counter ("OTC") contracts. The common shares of GAIN Capital Holdings, Inc. are listed for trading on the New York Stock Exchange ("NYSE") under the symbol "**GCAP**"

Forex.com Canada is an affiliate of GAIN Capital Group, LLC. Forex.com Canada utilizes GAIN Capital Group's trading systems, infrastructure, technology, operations and back-office support systems and service staff. GAIN Capital Group, LLC is a registered Futures Commission Merchant and Retail Foreign Exchange Dealer (FCM/RFED) with the U.S. Commodity Futures Trading Commission ("CFTC") and a member of the National Futures Association (NFA ID# 0339826) in the United States. GAIN Securities, Inc., is a subsidiary of GAIN Capital Holdings, Inc., and operates independently of Forex.com Canada. GAIN Securities, Inc., is a member of FINRA and SIPC. Dually-registered employees may facilitate and supervise customer trading using common surveillance systems and trading reports.

Forex.com Canada is also an affiliate of GAIN Capital – Forex.com UK Ltd. ("GCUK"), and utilizes its trading, support and surveillance systems for trading in CFDs. FOREX.com is a global brand and trading name of GCUK. GCUK is authorized and regulated by the Financial Services Authority. FSA No. 190864.

Other registered entities within the Gain Capital group of companies utilizing the Forex.com global brand and trading name include: Gain Capital FOREX.com Hong Kong, GAIN Capital – FOREX.com Australia Pty Ltd., GAIN Capital – FOREX.com Singapore Pty Ltd. and Forex.com Japan Co., Ltd. Forex.com Canada operates at arm's length and independently of each of these related entities.

Shared Premises Policy

Forex.com Canada's head office is located at Bedminster One, Suite 11, 135 US Hwy 202/206, Bedminster, New Jersey. Forex.com Canada operates as a separate and distinct legal entity, but shares its premises in Bedminster with GAIN Capital Holdings, Inc. and GAIN Capital Group, LLC. Dually-registered employees and shared support service staff are prohibited from using or disclosing your confidential client information to any persons outside of Forex.com Canada other than for the purposes listed below or as reasonably necessary in the ordinary course of business in order to service your account:

- audit, statistical or record-keeping purposes;
- law enforcement agencies, securities regulatory authorities or self-regulatory organizations;
- collection of a debt owing by a customer;
- lawyers for the purpose of obtaining legal advice.

Forex.com Canada shall not require you to purchase or use any product or service as a condition or on terms that would reasonably appear to be a condition of selling particular securities. Further Forex.com Canada shall not require you to invest in particular securities, as a condition or term that would reasonably appear to be a condition for supplying or continuing to supply products or services. Forex.com Canada customers' accounts are protected by the Canadian Investor Protection Fund ("CIPF") within specified limits. A brochure describing the nature and limits of coverage is available here: https://www.forex.com/en-ca/~/media/forex/files/ols/cipf-gaincapital-e-2017-01-01.pdf and in French upon request.

CUSTOMER COMPLAINTS.

In the event the Customer has any complaint about FOREX.com Canada's performance under this Agreement, the Customer can direct that complaint to FOREX.com Canada's Compliance Department who will investigate the nature of the complaint in accordance with FOREX.com Canada's complaints handling procedures to try to resolve it. FOREX.com Canada's complaints handling procedures can be found at https://www.forex.com/en-ca/support/complaints.

Client will be provided with an electronic copy of an IIROC approved complaint handling process brochure at time of account opening. The Customer may also refer his/her complaint regarding FOREX.com Canada to IIROC. The brochures, IIROC's *An Investor's Guide to Making a Complaint and How Can I Get My Money Back?,* detailing the process can be found at: https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-guide-to-making-a-complaint.pdf and https://www.forex.com/~/media/forex/files/support/account-forms/ca-investors-how-can-i-get-my-money-back-guide.pdf

FOREX.com Canada – Conflicts of Interest Policy

Introduction
Conflicts of interest exist in all businesses and in all financial services organizations. We live in a complicated world and this is reflected everywhere, nevertheless, we recognize that our business is above all based on a bond of trust between us and our clients and we are duty bound to identify and manage those conflicts.
Accordingly we have put in place a number of policies, procedures and processes designed to identify, evaluate and manage these conflicts of interest. The purpose of this Conflicts of Interest Policy (the "Policy") is to identify in a summary form those conflicts which we experience as an organization and to describe how we address the challenges such conflicts impose on us. The Policy applies in respect of all activities undertaken by employees and associates of Gain Capital FOREX.com Canada Ltd. ("FOREX.com Canada").

Identification of Conflicts of Duty and Interest
We recognize that, in certain circumstances, conflicts of interest or the appearance of a conflict of interest can arise between your interests and the interests of FOREX.com Canada, its directors and employees and other related affiliates or associates within the FOREX.com group of companies. Conflicts or potential conflicts of interest may arise, in particular, where:

- FOREX.com Canada employees are dually-employed with an affiliated company within the related FOREX.com group of companies;
- FOREX.com Canada acts as principal in executing your order and thereafter enters into an off-setting trade with an affiliated company within the related group of companies, thereby potentially giving rise to an appearance of conflict of interest with your interests;
- FOREX.com Canada acts on behalf of you in executing your order and earns a profit on the spread in lieu of charging a trade commission; or
- FOREX.com Canada provides services to you in circumstances where it has knowledge of other actual or potential transactions in the relevant class of investments.

In identifying the potential types of conflicts that arise, or may arise, and whose existence may entail a material risk of damage to the interests of a client, FOREX.com Canada takes into account whether it or any affiliate:

- is likely to make a financial gain, or avoid a financial loss, at the expense of any client;
- has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in the outcome;
- has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- carries on the same business as the client; or
- receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

Management of conflicts of interest
To prevent and minimize the risk of such conflicts giving rise to a risk of damage to the interests of our clients we have adopted a number of internal systems, procedures and controls, as follows:

- Personal account trading restrictions which prohibit all employees and associates from trading in the same products offered to clients by FOREX.com Canada
- Internal disclosure requirements which cover the giving and accepting of gifts or other inducements relating to our business for all employees and associates
- Internal segregation of functions where their performance by the same person would increase the risk of conflict
- The maintenance of a Code of Business Conduct and Ethics requiring our directors and employees to act in the best interests of our clients and effectively manage any conflicts arising
- Measures to prevent or limit any person from exercising inappropriate influence over the way in which an employee or associate carries out its services or activities.
- Restrictions of access to data stored electronically or in hard-copy form and procedures preventing or controlling the exchange of information between employees and associates where there is a risk of a conflict of interest
- Our directors, officers and employees are required to maintain confidentiality of all information entrusted to them, including in particular, confidential client information, except where disclosure is required by law or regulation or where necessary in the

ordinary course of business in order to service your account. Further, employees are strictly prohibited from using such information for their own trading or personal gain.

Acting as principal
FOREX.com Canada will execute your orders on the basis that we act on our own account as principal and not as your agent, unless we specifically inform you that we are dealing with you as agent with respect to a particular Transaction or class of Transactions. We do not charge trading commissions when executing your orders, however we may earn profit on the spread in accordance with normal commercial terms.

Acting for or on behalf of clients
FOREX.com Canada does not usually act as agent for or on behalf of clients when executing orders.
FOREX.com Canada has procedures and arrangements which provide for the prompt, fair and expeditious execution of client orders as principal transactions in accordance with the time of their reception by FOREX.com Canada.
FOREX.com Canada's procedures are established to ensure that orders executed on behalf of clients are promptly and accurately recorded and allocated and that it carries out otherwise comparable orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the client require otherwise.
FOREX.com Canada's procedures are established to ensure that FOREX.com Canada, its employees and affiliates do not misuse information relating to pending client orders.

Disclosures
Where we do not consider that these arrangements will be sufficient to manage the conflict or prevent the risk of damage to clients as a result of a particular conflict, then we will make a general disclosure to allow the client to consider their position, and to decide whether to continue with the service. This type of general disclosure may be made verbally or in writing before or at the time of dealing. Specific disclosure regarding any other conflicts we identify which give rise to a risk of damage will be made verbally or in writing when we become aware of them.

FOREX.com Canada – Futures Risk Disclosure

Risk Information Document for Derivatives

This brief document does not disclose all of the risks and other significant aspects of trading in futures contracts, options or other derivatives. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in derivatives is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Futures Contracts

(1) Effect of "Leverage" or "Gearing"

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

(2) Risk-reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" order, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

Options

(3) Variable Degree of Risk

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

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

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures Contracts above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

Additional Risks Common to Derivatives

(4) Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures contracts, options or other derivatives which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest and, in respect of options, expiration dates and restrictions on the time for exercise).

Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

(5) Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g. liquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the derivative may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not.

The absence of an underlying reference price may make it difficult to judge “fair” value.

(6) Deposited Cash and Property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

(7) Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

(8) Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

(9) Currency Risks

The profit or loss in transactions in foreign currency-denominated derivatives (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the derivative to another currency.

(10) Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

(11) Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Your ability to recover certain losses which are particularly attributable to trading on a market using an electronic trading system may be limited to less than the amount of your total loss.

(12) Off-exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

FOREX.com Canada – Privacy Policy

Gain Capital-FOREX.com Canada Ltd. (Gain Capital Canada) is a corporate affiliate of GAIN Capital Group, LLC ("GAIN Capital") and applies the later company's privacy policy included below.

Please be advised you are not obligated to provide any personal information we may request; however, failure to do so may result in your account application being denied or, for current customers, our continuing of services to you may be delayed or in some instances denied. In addition, to help us maintain your records current, please notify us of any material changes in the information you previously provided. If you wish to obtain a set of information you have on file, or if you prefer to opt out on releasing certain information to unrelated third parties or if you wish to ask questions relating to our privacy policy, please contact us via regular mail, electronic mail or facsimile.

Contact Information:

Gain Capital – FOREX.com Canada Ltd.
Attn: Compliance Department
Address: Bedminster One, Suite 11
135 US Hwy 202/206
Bedminster, NJ 07921

GAIN Capital's Privacy Statement

Protecting the privacy and safeguarding the personal and financial information of our clients and website visitors is one of our highest priorities. The following Privacy Statement explains how GAIN Capital collects and protects your personal information. References to "GAIN Capital" in this Privacy Statement include all GAIN Capital companies and divisions, including FOREX.com.

By opening a GAIN Capital account or by using GAIN Capital Web sites, you give your consent to the collection and use of personal information by GAIN Capital as explained in this privacy statement.

Collection of personal information

We collect information required to open an account, to transact business effectively and to safeguard your privacy. To do this, we gather information to help us assess your needs and preferences.

The information we collect directly from you includes information required to communicate with you, including your name, mailing address, telephone number, e-mail address. In addition, we collect information required by law to identify who you are, including your Social Security number, Passport number or Tax Identification number. We also collect demographic information when you open an account, including gender, birth date, occupation and employment status. Our regulatory bodies also require us to assess your trading experience, your approximate annual income, approximate net worth, and available risk capital, all to assess your financial position.

You directly provide to us the majority of information we collect. You do this by completing the account application and related documentation, by placing a trade, by sending us an e-mail, or by submitting information in response to a promotion or special offer. Other ways we obtain information are by (1) observing your usage of the Web site, and (2) providing products and services to you. This information enables us to offer you products and services that should be of interest to you.

The information we collect indirectly from you includes your Internet protocol ("IP") address, browser type, operating system, Internet service provider (ISP), time stamps, transactions placed, and banner ads you click. We do this through the use of cookies, which are small text files sent from the Web server and may be stored on your computer. Cookies help us to know you better by providing operational data we can use to aid your interaction with our Web site and improve its navigation and usability.

Usage of personal information

GAIN Capital may use the information collected from you to verify your identity and contact information. We may also use this information to establish and set up your trading account, issue an account number and a secure password, maintain your account activity, and contact you with account information. This information helps us improve our services to you, customize your browsing experience and inform you about additional products, services or promotions that may be of interest to you.

Should you close your account with us, GAIN Capital will retain your information, but only use it to comply with regulatory requirements and to periodically contact you to offer you the opportunity to reactivate your account or participate in other valuable offers.

GAIN Capital affiliates and partners

GAIN Capital may share information with affiliates if the information is required to provide the product or service you have requested or to provide you the opportunity to participate in the products or services our affiliates offer. GAIN Capital also forges partnerships and alliances, which may include joint marketing agreements, with other companies who offer high-quality products and services that might be of value to our clients. In order to ensure that these products and services meet your needs and are delivered in a manner that is useful and relevant, GAIN Capital may share some personal information with partners, affiliates and alliances. This allows them to better understand the offers that are most relevant and useful. In our strategic relationships, we will require that it be identified that an offer is being extended because of the relationship with us. The use of your personal information is limited to the purposes identified in our relationship with the partner or affiliate.

Non-affiliated third parties

GAIN Capital does not sell, license, lease or otherwise disclose your personal information to any third party for any reason, except as described below.

GAIN Capital reserves the right to disclose your personal information to third parties where required by law to regulatory, law enforcement or other government authorities. We may also disclose your information as necessary to credit reporting or collection agencies, or when necessary to protect our rights or property.

To help us improve our services to you, we may engage another business to help us to carry out certain internal functions such as account processing, fulfillment, client service, client satisfaction surveys or other data collection activities relevant to our business. We may also provide a party with client information from our database to help us to analyze and identify client needs and notify clients of product and service offerings. Use of the information shared is strictly limited to the performance of the task we request and for no other purpose. All third parties with which we share personal information are required to protect personal information in a manner similar to the way we protect personal information. Examples of information shared are identifying information such as name, mailing address, e-mail address and, telephone number, and information on account activity.

If at any time you choose to purchase a product or service offered by another company, for example by clicking on an advertisement on a Web site owned or controlled by GAIN Capital, any personal information you share with that company will no longer be controlled under our Privacy Statement. We are not responsible for the privacy policies or the content of sites we link to and we have no control of the use or protection of information provided by you or collected by those sites. Whenever you elect to link to a co-branded Web site or to a linked Web site, you may be asked to provide registration or other information. Please note that the information you are providing is going to a third party, and you should familiarize yourself with the privacy policy published by that third party.

Securities Regulatory Authorities

For regulatory purposes, securities regulatory authorities and self regulatory organizations, including the Investment Industry Organization of Canada (IIROC), require access to personal information of current and former clients, employees, agents, directors, officers, partners and others that has been collected or used by Regulated Persons for regulatory purposes, including:

- Surveillance of trading-related activity,
- Sales, financial compliance, trade desk review and other regulatory audits,
- Regulatory databases,
- Enforcement or disciplinary proceedings,
- Reporting to securities regulators, and
- Information-sharing with securities regulatory authorities, regulated marketplaces, other self-regulatory organizations and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

Opting out of disclosures of non-public personal information

You may direct us not to disclose non-public personal information to certain third parties. To opt out of sharing non-public personal information with third parties, please contact GAIN Capital as stated in the contact information listed below. Note that for joint accounts, an opt out election made by one account owner of a Joint account is applicable to all account owners of the Joint account. An opt-out election must be made for each separate account you hold at GAIN Capital.

If we propose to share information in a manner not covered in this Privacy Statement, we will notify you of this change by posting an addendum on the GAIN Capital Web site, a notice in the "What's New" section of the Web site, and if appropriate, provide you an opportunity to opt out of such use.

The security of your personal information

We employ security software, systems, and procedures to offer you a safe and secure trading environment and protect your personal, financial and trading information.

When you open an account with us, you are issued a unique account number, User ID and a password. Only a limited number of GAIN Capital employees who have a need to know this information will have access to your account number, UserID, and password. Remember: you are ultimately responsible for maintaining the secrecy of your account number, UserID, and password. We strongly recommend that you do not disclose this information to any one else.

On our Web site and on our online account application, we use technology to encrypt information transmitted by or to you through our Web site. We use **VeriSign™** certificates to authenticate our Web site and secure trading and customer-facing applications, allowing you to verify that you are connected to our Web site.

of "cookies"

We use cookies to assist us in securing your trading activities and to enhance the performance of our Web site. (Cookies are small text files sent from the Web server to your computer.) Cookies used by GAIN Capital do not contain any personal information nor do they contain account or password information. They are used by GAIN Capital to allow the site to recognize that a page request comes from a person who has already logged on.

GAIN Capital may share Web site usage information about visitors to the Web site with reputable advertising companies for targeting our Internet banner advertisements on this site and other sites. For this purpose, pixel tags (also called clear gifs or web beacons) may be used to note the pages you've visited. The information collected by the advertising company through the use of these pixel tags is not

personally identifiable.

To administer and improve the GAIN Capital Web site, we may use a third party to track and analyse usage and volume statistical information, including page requests, form requests, and click paths. The third party may use cookies to track behaviour and may set cookies on behalf of GAIN Capital. These cookies do not contain any personally identifiable information.

Changes to this Privacy Statement

In the event GAIN Capital materially changes this Privacy Statement, the revised Privacy Statement will promptly be posted to the Web sites and we will post a notice on our Web sites informing you of such changes. You agree to accept posting of a revised Privacy Statement electronically on the Web site as actual notice to you. Any dispute over our Privacy Statement is subject to this notice and the GAIN Capital Customer Agreement. If you have any questions that this statement does not address, please contact a Client Services representative.

Revocable Consent to Share Your Information

Please provide your written revocable consent to share your information in accordance with this Privacy Statement by confirming “Yes” on the electronic acknowledgment of the Disclosure statements that form a part of your account agreement.