

CONTRACT FOR DIFFERENCES AND FOREX

General Terms and Conditions

To the extent that there is any conflict between the General Terms and Conditions and these Conditions, the Conditions shall prevail in relation to services we provide to you relating to Contracts for Differences.

Words in these Conditions shall have the same meanings as in our General Terms and Conditions. In addition the following definitions shall apply:

- 1) **"Application Form"**: means the account opening form, which you complete to open an account with us;
- 2) **"CFD"**: means a spot and/or forward Contract for Difference on: Equity indices; and/or Currencies; and/or Bullions; and/or Energy Products that we offer from time to time.

Words in these Conditions importing the singular shall import the plural and vice versa; words importing the masculine shall import the feminine and vice versa; clause headings in these Conditions are for ease of reference only.

1. CFD General Terms and Conditions

The specific clauses of the General Terms and Conditions are amended as follows as CFD business we carry out with or for you:

(a) Preamble: We have relied on information and documentation that you have provided to us including your Application Form. By signing and returning a copy of the Application Form you agree to the General Terms and Conditions set in this booklet.

(b) We shall execute or arrange transactions for, or deal with, you in Contracts for Differences only in accordance with these Conditions.

(c) We shall not owe you a duty to provide best execution. Trades can normally be closed at any time during the Digit FX trading hours in the relevant underlying market.

(d) You may only place Orders by using the internet password issued to you for trading. You shall be responsible for, and shall be deemed to have placed any orders transmitted from your account.

(e) Orders will only be accepted for Transactions where you hold Sufficient funds in your account to provide initial margin for the Investments set out in your Order.

(f) Notwithstanding any other provision of this agreement, in providing execution only dealing services CFDs, we shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the relevant market rules and/or practices.

(g) We will provide you with on line access to your account, which will provide you with Sufficient information in order to manage your account.

(h) You also warrant to us that you have Sufficient funds in your account to cover all margin requirements in connection with the Investment in your Order and any other open positions that you may have.

(i) You also warrant that all the information disclosed to us in your Page 1

Application Form, the documentation provided and otherwise is true and accurate and that you undertake to inform us in writing should there be any changes to the information provided.

The following additional terms are relevant to the CFD business that we may carry out for and/or with you:

2. CFD-the product

2.1 You agree and understand that:

(a) You are trading on the outcome of the price of a financial instrument (e.g. an equity or currency) and **that trading does not occur on an exchange, therefore the CFD is a contract between you and us.**

(b) We will quote prices at which we are prepared to deal with you, save where we exercise our rights to close out any of your open CFD positions.

(c) In the event that we are unable to proceed with your Order with regard to price or size, we will re-quote

you a price that we are prepared to deal at.

(d) It is your responsibility to decide whether or not wish to deal on a price that we quote to you.

(e) You will not be entitled to delivery of, or be required to deliver, the underlying financial instrument nor ownership thereof or any other interest therein.

2.2 Our margin requirements are set out on our website. We, in our absolute discretion, reserve the right to review and adjust the percentage of funding required, with or without notice to you especially in, but not limited to, volatile market conditions. Details of such adjustments will be always available on our website.

2.3 We will not be obliged to check or have regard to any assumption made or expressed by you as to the effect of any trade on your existing or overall positions with us. We need have no regard to your comments that any trade you place is a trade to close all or part of an open position. We will treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of your positions at all times.

2.4 All open spot positions will be rolled over to the next business day at the close of business day, subject to our rights to close the open spot position. Any open futures positions will be rolled over at the expiry of the relevant period into the next relevant period subject to our rights to close the open futures position.

3. Margins, collateral payment and delivery

3.1 You shall pay to us on demand:

(a) Such sums of money by way of deposits, or as initial or variation margin as we may in our discretion require;

(b) Such sums of money as may from time to time be due to us under a CFD and such sums as may be required in or towards clearance of any debit balance on any account; and

(c) Such sums of money as we may from time to time require as security for your obligations to us.

3.2 You agree to provide and maintain on your account at all times such margin as is required. This undertaking is deemed to be repeated each time you enter into a transaction with us. It is your responsibility to monitor at all times the amount of margin deposited with us from time to time with the amount that is required under these Conditions.

3.3 The margin calculation provisions under these Conditions in respect of spots and/or futures are cumulative.

3.4 If you make any payment under these Conditions which is subject to any withholding or deduction, you shall pay us such additional amount to ensure that the amount actually received by us will equal the full amount we would have received had no withholding or deduction been made.

3.5 You shall be obliged to promptly deliver any money in connection with spot/ forward contract and with any instructions given by us for the purpose of enabling us to perform our obligations under any corresponding agreement entered into between us and a third party.

3.6 If you fail to provide any margin, deposit or other sum due under these Conditions in respect of any transaction we may close all or part of any open position, without prior notice to you, and apply any proceeds thereof to payment of any amounts due to us.

3.7 We shall have the right; in addition to any other rights we may have under these Conditions to close and or limit the size of your open positions (net or gross) and to refuse Orders to establish new positions. Situations where we may exercise such right include, but are not limited to, where:

(a) We consider that there are abnormal trading conditions; or

(b) Your balance requirements falls below the minimum margin requirement as set out on our website.

4. Types of Order

4.1 On certain types of CFD you may be able to place stop, limit or other types of Order, at our discretion.

4.2 Good Till Cancelled (“GTC”) means that the Order will remain in effect until the Order is filled or you cancel the Order or you manually close your related open position.

4.3 The Orders you place shall:

- (a) be deemed to be GTC (at the time of placing the relevant Order);
- (b) be at levels and on terms acceptable to us. We have, at our full discretion, the right to refuse or accept an Order.

4.4 It is your responsibility specifically to expressly cancel any Order you have placed, otherwise the Order may be filled by us (irrespective of whether you have closed any of your positions or opened any new positions).

4.5 We are not obliged to inform you of the “fill” on any Order.

4.6 No extra charge is incurred for Orders.

5. Settlement of Accounts

We shall be entitled to retain monies which are required to cover adverse positions, initial margin, variation margin, realized losses and any and all other amounts payable to us under these Conditions.

6. Suspension

6.1 In the event that a security is suspended from trading on the underlying stock exchange that it is listed on we will not be able to execute any orders in the CFD for that security until the underlying security resumes trading on the relevant underlying stock exchange.

6.2 Where a security is permanently suspended from trading on the underlying stock exchange that it is listed on any open positions in that security will be closed out at a price of zero.

TRADING TECHNIQUES

(a) We will not be obliged to warn you of the nature of any risks involved in any transactions in spot and futures trading;

(b) We need not provide a periodic statement to you if you have requested not to receive it or if we have reasonably concluded that you do not wish to receive it;

(c) We will not have any duty to provide you with best execution;

Also, we may have regard to your expertise when complying with requirements, fair and not misleading.

TERMS AND CONDITIONS FOR INTERNET TRADING

This Terms Schedule (the “Schedule”) shall operate in conjunction with our General Terms and Conditions of Business and the CFD and Forex General Terms and Conditions (collectively referred to as the “Terms”). Please make sure that you read our Terms carefully. To the extent that there is any conflict between the Terms and this Schedule, this Schedule shall prevail in relation to the direct market access services offered in this Schedule. Words defined and used in this Schedule shall have the same meanings as in our General Terms and Conditions.

1. Services

1.1 Digit FX, grants you a non-exclusive, non-transferable right to connect to and access the services provided by the Network in the manner approved by Digit FX, subject to your compliance with the duties and obliga-

tions imposed on you under the Terms. You acknowledge that you are aware of all legislation, regulations, and market practice applicable to trading on the exchanges and undertake to comply with such requirements.

1.2 You will be allowed direct access to the Network through the public internet. You shall be responsible for all orders and the accuracy of any information, sent via the internet using your name, password or any other personal identification means used by Digit FX to identify you.

2. Trading

2.1 You are obliged to keep your Digit FX passwords secret and ensure that third parties do not obtain access to the Network. You shall be responsible for all trades executed by means of the password even if these Transactions are incorrect, such use might be unauthorized or wrongful or are miscommunicated as a result of a malfunction in the Network, the public internet, or a third party service on which the Network relies.

2.2 Any instruction sent to Digit FX via the internet or by email by you shall only constitute a valid contract when such instruction has been recorded as executed by Digit FX and confirmed by Digit FX to you via the trade confirmation.

2.3 Once your Order has been placed electronically through the Network, your order will be deemed active once you receive a notification. Once the Order is executed by us, you will receive notification. This will detail your order and fill. There is a possibility that your Order may either not be executed according to your instructions or not executed at all if there is any systems failure. In the event that you believe that you have entered into a Transaction that should have resulted in a confirmation but you have not received one, you must inform Digit FX immediately.

2.4 Orders placed through the Network will be restricted to stop and limit orders only. Where a Transaction entered by you results in exceeding margin limits, the Transaction will be rejected. Digit FX may subsequently confirm to you that it accepts the Transaction, notwithstanding that it exceeds your trading limits, but it shall at all times be within the sole discretion of Digit FX as to whether or not it accepts a Transaction which has exceeded the specified limits.

2.5 We reserve the right to suspend your access to the Network, either temporarily or permanently, for any of the following reasons:

- (a) You are in breach of any of the terms in this Schedule, or our Terms.
- (b) We believe you to be in breach of any applicable laws and regulations.
- (c) We are unable to provide to you electronic trading access, due to the withdrawal, defect in, or failure of:
 - Network, communications or computer equipment owned or operated by you;
 - The malfunction of the Network or any third party technology or service, including, but not limited to, third party telecommunication service, any third party data service, or the Internet.

2.6 Unexecuted orders, will remain pending until filled, or cancelled by you or ourselves.

2.7 Should your access to the Digit FX Network be suspended, as highlighted in 2.5c above, and you have an open position that you would like to close, you will be able to place your trade over the phone during normal market hours. You shall promptly provide any instruction to Digit FX as required. If you do not provide instructions promptly Digit FX may in its absolute discretion, take such steps at your cost as it considers necessary or desirable for its or your own protection. This provision will also apply where Digit FX is unable to contact you.

3. Internet Systems

3.1 To access the Network, you will be responsible for the provision of all computer equipment, and ensuring that such equipment is compatible with the Digit FX software. In addition, you will accept any updates

or modifications to our software, which we consider reasonable and/or necessary in respect of the services offered to you.

3.2 The right to access the services provided by the Network does not confer any right or license or interest in, or to, the software, hardware, or intellectual property rights comprising the Network, which right, license and interest is expressly denied. If the grant of access to services provided by the Network is construed for any reason as a license to the Network or any component thereof, or as a grant of an interest in or to the software, hardware, or intellectual property rights comprising the Network, notwithstanding the express disclaimers and agreements to the contrary, such license, right or interest is on a non-exclusive, nontransferable restricted basis only, which is subject to the provisions of this Schedule.

3.3 You agree that at all times, title to the software, hardware, and intellectual property rights comprising the Network, including all software delivered to you by Digit FX, if any, is retained by Digit FX and that nothing in the Terms conveys title to the Network, any components thereof, or the intellectual property rights. You acknowledge that the Network may contain software, documentation and/or data, hardware and the intellectual property rights, which is the property of third parties. You agree that, if required, you shall execute such additional agreements with such third parties as a condition for continued use of the Network as Digit FX may request.

3.4 You agree that you shall not duplicate, compile, decompile, disseminate, disassemble or reverse engineer any component of the Network in whole or in part. You shall not modify any component of the Network or perform maintenance on the Network or merge any component of the Network into any other programs or create derivative works based on any component of the Network. You shall not use the Network in whole or in part, or any confidential information, to create software that is functionally equivalent to the Network or any part of the Network. You shall not lease, sell, license, sublease, or otherwise transfer the right to use the Network to any other party.

4. Liability

4.1 Neither Digit FX, nor any of their partners or Affiliates shall be liable in any circumstances for any loss, damage, costs, claims or expenses of any nature whatsoever (including consequential loss or damage) arising as a result of:

(a) any errors or omissions which occur during the delivery or forwarding of data through the Network, whether or not such errors or omissions are the fault of Client and whether or not such errors or omissions lead to late settlement of Transactions or trading errors;

(b) the malfunction of the Network, the public internet, or any third party technology or service, including any third party telecommunication service, any third party data service, irrespective of the cause;

(c) any unauthorized access; or

(d) any act, event or circumstance not reasonably within the control of either party constituting force majeure.

4.2 Nothing in this Schedule is intended in any way to reduce the liability of Digit FX acting as your broker on a trade for any failure by Digit FX to perform the usual broker obligations for a client in connection with trading CFD's, where such failure is not attributable to a failure of the Network, the public internet, or a third party service on which the Network relies.

4.3 Neither Digit FX, nor any third party owner, licensor or provider of any portion of information, equipment, accessories or software makes any warranty, condition, guaranty or representation concerning the use of the Network or the public internet on which it relies (including all information, equipment, accessories, and software comprising the Network), that the Network, the public internet, or any component thereof or any service provided by Digit FX will meet your needs, or that the Network or the public internet will operate error free, or otherwise.

4.4 The liability of Digit FX and any third party owner, licensor or provider of any portion of information, equipment, accessories or software to Client from any cause whatsoever, whether in contract, tort (excluding gross negligence or willful misconduct) or otherwise, shall, in the aggregate, not exceed the fees and charges paid to Digit FX under this agreement during the day in which the cause of damages first arose.

4.5 In no event shall Digit FX or any third party owner, licensor or provider of information, equipment, accessories or software be liable for indirect or incidental, special, exemplary, punitive or consequential damages sustained or incurred in connection with the Network provided hereunder or its use, or any service provided, including without limitation, any loss of profit, loss of revenue, loss of data or other economic loss, regardless of the form of action, and whether or not such damages were foreseen or unforeseen and whether or not Digit FX or such third party owner, licensor or provider has been advised of the possibility of such damages.

TERMS AND CONDITIONS FOR FUTURES TRADING

These Terms shall operate in conjunction with our General Terms and Conditions of Business (collectively referred to either as the “Futures Terms and Conditions”, or the “Terms” or the “Conditions”). Please make sure that you read our Terms carefully. To the extent that there is any conflict between the Terms and the Futures Terms and Conditions, the latter shall prevail in relation to the Futures trading services offered by us. Futures carry a high degree of risk. The gearing or leverage often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of your investment and this can work against you as well as for you. Futures Transactions have a contingent liability, and you should be aware of the implications of this in particular the margining requirements as set out below.

Note: We have relied on information and documentation that you have provided to us with your Application Form.

(a) We will not be obliged to warn you of the nature of any risks involved in any Transactions for those products;

(b) We will not be obliged to comply with the requirements to disclose charges, remuneration and commission;

(c) We are not obliged to provide a periodic statement to you;

(d) We will not have a duty to provide you with best execution.

1. Definitions

Words defined and used in these Terms shall have the same meanings as defined in our General Terms and Conditions. Specific definitions are set out below.

“Futures” has the meaning, rights under a contract for the sale of a commodity or property of any other description under which delivery is to be made at a future date and at a price agreed on when the contract is made, that we offer trading services in from time to time. This definition will apply to both the singular and plural and will be used interchangeably in these Terms and should be taken to mean the same thing.

2. Services

2.1 For the purposes of offering the services detailed in this schedule, Digit FX operates an electronic Futures trading service (the “Service”). Digit FX grants you a nonexclusive, non-transferable right to connect to and access the Service in the manner approved by Digit FX, subject to your compliance with the duties and obligations imposed on you under the Terms. You acknowledge that you are aware of all regulations and market practice applicable to trading on the exchanges and undertake to comply with such requirements.

2.2 You will be allowed direct access to the Digit FX network through the public Internet. You shall be responsible for all orders and the accuracy of any information, sent via the internet using your name, Password or any other personal identification means used by Digit FX to identify you.

2.3 All Futures are margined products that may require funding on a daily basis.

Our margin requirements are set out on our website. During the lifetime of any Future, we reserve the right in our absolute discretion to review and adjust the percentage of funding required on a Future, with or without notice to you, particularly in volatile market conditions.

3. Trading

3.1 You are obliged to keep your Digit FX Passwords secret and ensure that third parties do not obtain access to the Network. You shall be responsible for all trades executed by means of the Password even if these Transactions are incorrect, such use might be unauthorized or wrongful or are miscommunicated as a result of a malfunction in the Network, the public internet, or a third party service on which the Network relies.

3.2 Any instruction sent to Digit FX via the Internet or by email by you shall only constitute a valid contract once such instruction has been recorded as executed by Digit FX and confirmed by Digit FX to you via the trade confirmation.

3.3 There is a possibility that your Order may either not be executed according to your instructions, or not executed at all if there is any systems failure. In the event that you believe that you have entered into a Transaction that should have resulted in a confirmation, but you have not received one, you must inform Digit FX immediately.

3.4 Trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. In the event of system or component failure, it is possible that, for a certain time period, you may not be able to enter new orders, execute existing orders, or modify or cancel orders that were previously entered.

3.5 We will not be obliged to check or have regard to any assumption made or expressed by you as to the effect of any trade on your existing or overall positions with us. We will treat all Transactions of Futures contracts as a buy or a sell regardless of whether it has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of your positions at all times.

3.6 We reserve the right to close any of your open positions, any open Futures positions.

4. Margin

4.1 You agree to provide and maintain such margin as is required at all times. This undertaking is deemed to be repeated each time you enter into a Futures Transaction with us. If you hold more than one account with us this undertaking shall relate to each account separately unless otherwise agreed in writing.

4.2 It is your responsibility to monitor at all times the amount of margin deposited with us from time to time with the amount that is required under these Conditions.

4.3 The margin calculation provisions under these Conditions are cumulative.

4.4 You shall pay to us on demand:

(a) such sums of money by way of deposits, or as initial or variation margin as we may in our discretion require;

(b) such sums of money as may from time to time be due to us under a Futures contract and such sums as may be required in or towards clearance of any debit balance on any Account; and

(c) such sums of money as we may from time to time require as security for any obligation that you owe us.

4.5 If you fail to provide any margin, deposit or other sum due under these Conditions in respect of any Transaction we may close all or part of any open Futures position, without prior notice to you, and apply any

proceeds from the Future to payment of any amounts due to us.

4.6 We shall have the right, in addition to any other rights we may have under these Conditions, to close and or limit the size of your open positions (net or gross) and to refuse orders to establish new positions. Situations where we may exercise such right include, but are not limited to, where:

- (a) We consider that there are abnormal trading conditions; or
- (b) The value of your collateral (as determined by us in accordance with this clause) falls below the minimum margin requirement as set out on our website

4.7 Where a Transaction entered by you results in exceeding margin limits, the Transaction will be rejected. Digit FX may subsequently confirm to you that it accepts the Transaction, notwithstanding that it exceeds your trading limits, but it shall at all times be within the sole discretion of Digit FX as to whether or not it accepts a Transaction which has exceeded the specified limits. Digit FX may, in its absolute discretion, pass on to you all commission, financing and other charges.

5. Exchange action

5.1 Where the intermediate broker, exchange or clearing house requires any alteration in the terms of a Futures contract we may without referring to you take any action in our absolute discretion needed to comply with the request. Your Futures contract shall be automatically amended to match the relevant exchange contract. It is your responsibility to be aware of your positions. We shall not be responsible for informing you of any changes to your Futures contracts nor shall we be liable to you for any failure to do so.

5.2 We may at any time be prevented from entering into Transactions in accordance with your instructions as a result of an exchange suspension, or restricting business pursuant to the rules of that exchange. We shall not be liable to you for any loss you suffer as a result of not being able to comply with your instructions.

6. Expiry of contracts

6.1 We do not support the physical delivery of any open positions undertaken in Futures contracts upon expiry of the relevant Futures contract.

6.2 It is your responsibility to be aware of the expiry dates of any open positions that you may have and ensure that any open positions are closed before the relevant contract expires.

6.3 In the event that you have not closed out any open positions prior to the expiry date we will be required to close any open positions that you may have in the relevant contracts at the first available opportunity and will not be responsible to you for any losses that you may incur as a result of this.

6.4 In the event that you require assistance regarding the expiry of your Futures contract please contact us.

7. Settlement of accounts

7.1 We shall be entitled to retain monies which are required to cover adverse positions, initial margin, variation margin, realized losses and any and all other amounts payable to us under these Conditions.

7.2 If you make any payment under these Conditions which is subject to any withholding or deduction, you shall pay us such additional amount to ensure that the amount actually received by us will equal the full amount we would have received had no withholding or deduction been made.

7.3 You shall be obliged to promptly deliver any money in connection with a Future in accordance with the terms of that Future and with any instructions given by us for the purpose of enabling us to perform our obligations under any corresponding agreement entered into between us and a third party.

8. Suspension

8.1 We reserve the right to suspend your access to the Network, either temporarily or permanently, for any of the following reasons:

- (a) You are in breach of any of the terms in this Schedule, or our Terms.
- (b) We believe you to be in breach of any applicable laws and regulations.
- (c) We are unable to provide to you electronic trading access, due to the withdrawal, defect in, or failure of:
 - Network, communications or computer equipment owned or operated by you;
 - The malfunction of the Network or any third party technology or service, including, but not limited to, third party telecommunication service, any third party data service, or the Internet.

8.2 Unexecuted orders, including partially executed Orders, will remain pending until filled, or cancelled by you or ourselves.

8.3 If your access to the Digit FX Network was suspended, as highlighted in 8.1 above, and you have an open position that you wish to close, you will be able to place your trade over the phone during normal market hours. You shall promptly provide any instruction to Digit FX as required. If you do not provide instructions promptly Digit FX may in its absolute discretion, take such steps at your cost as it considers necessary or desirable for its or your own protection. This provision

will also apply where Digit FX is unable to contact you. The following clauses of the General Terms and Conditions are specifically amended as follows as regards any Futures business we carry out with or for you:

TRADING TECHNIQUES

These specific terms govern trading in Futures:

1 Trades may be closed in the appropriate underlying market at any time during the Digit FX trading hours.

2 you may only place Orders by using the Internet Password issued to you. You shall be responsible for, and shall be deemed to have placed any orders transmitted from your account.

3 Orders will only be accepted for Transactions where you hold Sufficient funds in your Account to provide initial margin for the Investments set out in your Order. Notwithstanding any other provision of this agreement, in providing execution only dealing services in Futures we shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

4 We will provide you with on line access to your account, with Sufficient information to manage your account. You also warrant to us that you have Sufficient funds in your Account to cover all margin requirements in connection with the Investment in your Order and any other open positions that you may have.

Custody Terms

We will not be providing any custodial services in relation to any Futures business that we may transact with you.

Warrants and Derivatives Risk Warning Notice will not apply in relation to any Futures business that we may transact for, and/ or with you.