

Quad Code AU Ltd

ACN 131 376 415 – AFSL 327075

Client Agreement

Version 4: November 2023

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A. RISK WARNING NOTICE.

Trading in CFDs (including margin foreign exchange contracts) involves the potential for profit as well as the risk of losing more than your initial deposit. In addition, you will not own or have any right to the underlying instrument. CFDs are not suitable for all investors.

It is important that you carefully consider the relevant legal documents including this **Client Agreement**, the Product Disclosure Statement (**PDS**) (in particular the section headed “**Significant Risks**”) and the Financial Services Guide (**FSG**) and the Target Market Determinations (**TMDs**) (each of which is available free of charge on our website) before you decide whether or not to acquire any of our products.

B. SPECIAL TERMS FOR CFDs APPLICABLE TO RETAIL CLIENTS.

Special Terms are designed to explain the nature of and some of the features **for CFDs applicable to Retail Clients** pursuant to ASIC Corporations (Product Intervention Order – Contracts for Difference) Instrument 2020986 (**PIO**).

(i) Leverage and margin restrictions.

Trades in a CFD require you, as a Retail Client, to provide an initial margin of at least:

- if the Underlying Instrument for the CFD is an exchange rate for a major currency pair - 3.33% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is a major stock market index, an exchange rate for a minor currency pair or gold - 5% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is a minor stock market index or a commodity other than gold -10% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFD is not referred to above - 20% of the notional value of the CFD at the time of issue; and
- if the Underlying Instrument for the CFDs is a crypto asset - 50% of the notional value of the CFD at the time of issue.

(ii) Standard margin close out arrangements

If at any time the net equity of your Account, as a Retail Client, is less than 50% of the total initial margin or total margin required for all of the open CFD positions, we will, as soon as market conditions allow, close out one or more open CFD positions held by you until the net equity is equal or greater than the aggregate close out protection amount for the remaining open CFD positions or all of the CFD positions permitted to be terminated under this condition have been terminated.

(iii) Negative Balance Protection

Pursuant to the PIO, if you, as a Retail Client, incur a liability under a CFD, our recourse is limited to the monies held in your Quad Code Account, including monies arising from a Forced Liquidation.

This means we will provide you with negative balance protection which limits your maximum losses (including any costs that you incur) to the value of your Account equity, preventing your Account from going into deficit or negative balance and if you don't have enough money in your Account to support an open Position, you may be Closed Out of that Contract before you're ready

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1. DEFINITIONS AND INTERPRETATION

1.1 Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

Account means your Quad Code account which operates under the terms of this Agreement and allows you and the nominated Authorised Users to enter into transactions with Quad Code.

Account Opening Form means the Quad Code form for completion by you to enable Quad Code to open the Account.

Agreement means this Client Agreement together with all other documents which are referred to in this Client Agreement.

Authorised User has the meaning given in clause 6.1 of this Agreement.

Base Currency means Australian Dollars or another currency declared by Quad Code to be the base currency for a particular Contract or account type, or as otherwise agreed between Quad Code and you.

CFD means a Contract for Difference, which is a type of Contract.

Client, you or your means the Client named in the Account Opening Form, together with its:

- (a) subsidiaries, affiliates, successors and/or assigns; and
- (b) officers, directors, employees and agents.

Contract means a transaction between you and Quad Code, including;

- (a) a transaction that derives its value from an underlying instrument (such as a currency, commodity, share, index or cryptocurrency);
- (b) a foreign exchange contract; and
- (c) is subject to the terms of this Agreement.

Corporate Event means a declaration, by the issuer of shares, of any of the following:

- (a) a subdivision, consolidation, redenomination or reclassification of shares, a share buy-back or cancellation, or a distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;
- (b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by us;
- (c) the voiding of shares that trade, or have traded, on a when-issued basis; or

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- (d) any other event in respect of shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares, whether temporary or otherwise.

Credit Limit means the limit on the total amount of credit that Quad Code will provide to you.

Current Margin has the meaning given to that term in clause 14.2 of this Agreement.

Day means a day on which commercial banks are open for business (including dealings in foreign exchange) in Sydney.

Default Event means any acts or omissions on the part of:

- (a) you;
- (b) an Authorised User; or
- (c) your or an Authorised User's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools)

which in Quad Code's sole discretion, are deemed as being:

- (a) negligence;
- (b) mistake;
- (c) fraud;
- (d) wilful misconduct including:
 - (i) commission churning;
 - (ii) sniping;
 - (iii) causing or contributing to, or benefiting from, a Material Error;
 - (iv) moving the price of an underlying instrument or Contract;
 - (v) scalping;
 - (vi) arbitraging off-market pricing;
 - (vii) money laundering or terrorist financing;
 - (viii) different accounts being traded by one trader simultaneously;
 - (ix) churning;
 - (x) trading patterns such as risking all the trading equity in large, one-directional trades;
 - (xi) use of excessive leverage;

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- (xii) same electronic identification point (eg, IP address) as other clients or communication with other clients;
 - (xiii) placement of opposing orders so as to abuse guaranteed fill.
 - (xiv) resorting to latency trading including the use of algorithms, arbitrage and bot
- (e) a breach of any provision, obligation, warranty or representation made under this Agreement (including any information provided to Quad Code in connection with this Agreement that is, or has become, untrue or misleading);
- (f) a failure at any time or for any period deemed reasonable by Quad Code to respond to any Notice or correspondence from Quad Code;
- (g) taking advantage of what Quad Code considers to be abnormal trading conditions;
- (h) the violation of any Law;

Division Event means any event having, or with the potential to have, a diluting or concentrating effect on the value of, or the effect of changing the nature of, any underlying instrument not based on shares (including but not limited to digital currency) whether temporary or otherwise.

Force Majeure Event means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, pandemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of Quad Code's machinery or systems, unless occurring as a result of an act, omission, default or negligence of you or Quad Code.

Forced Liquidation has the meaning given to that term in clause 15.2 of this Agreement.

Financial Services Guide or FSG means a document we provide which includes information about us, the services, charges and contact details.

General Advice is as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time.

Indication has the meaning given in clause 19.1 of this Agreement.

Initial Margin has the meaning stated in clause 14.1 of this Agreement.

Insolvency Event means any of the following:

- (a) an order, or an application for an order, is made by or to a court:
 - (i) that a corporate Client be wound up; or
 - (ii) appointing a liquidator or provisional liquidator for a corporate Client;

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- (b) a liquidator, provisional liquidator or controller is otherwise appointed to a corporate Client;
- (c) a resolution is passed to appoint an administrator to a corporate Client;
- (d) a corporate Client enters into a deed of arrangement or propose a reorganisation, moratorium or other administration involving all or any of the Client's creditors;
- (e) a corporate Client is dissolved or wound up in any other way;
- (f) the Client is unable, or states that they are unable, to pay their debts as and when they fall due, or otherwise states that they are insolvent;
- (g) the Client seeks or obtains protection from any of their creditors under any legislation;
- (h) the Client commits an act of bankruptcy as defined in the *Bankruptcy Act 1966* (Cth) as varied from time to time;
- (i) a bankruptcy petition is presented in respect of the Client or, if the Client is a member of a partnership, in respect of one or more of the partners;
- (j) any security interest becomes enforceable against the Client and the beneficiary of that security interest takes steps to enforce the security or charge; or
- (k) any other event having substantially the same legal effect as the events specified in clauses (a) to (j) above.

Instruction has the meaning given in clause 8.2 of this Agreement.

Intellectual Property means the trademarks, designs, patents and copyrights of the parties to this Agreement.

Internet means the interconnected system of networks that connects computers around the world and includes any Online Platform.

Law means the statutes, regulations and general law of Australia, as varied from time to time.

Margin Call means an amount that Quad Code may at its sole discretion require you to pay, in addition to the Initial Margin, and which is solely determined by Quad Code.

Margin Close-Out Amount means a percentage (being at least 50%) determined by Quad Code multiplied by the aggregate Initial Margin or Current Margin (whichever is higher) required in respect of each of the Open Positions in the Account.

Material Error means a liquidity provider or Quad Code error (including by our dealers), omission or misquote, a software error, a typographical error, an off-market price (materially and clearly incorrect when considering market conditions and quotes in Markets) but not limited to, an incorrect price, date, time, Market or currency pair, swap calculation, rebate, commission or any error or lack of clarity of any information, source, commentary or pronouncement or obvious mistake in a Contract, underlying instrument, quote or Indication and includes quoting delays.

Monies has the meaning stated in clause 23.1 of this Agreement

Net Equity in relation to an Account means the sum of all cash held in the Account,

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plus unrealised profits (if any), less unrealised losses (if any) for all of your Contract's that that are connected to the Account.

Notice has the meaning stated in clause 31 of this Agreement.

Obligations has the meaning stated in clause 23.3 of this Agreement.

Online Platform has the meaning stated in clause 9.1 of this Agreement.

Open Position is where you have entered into a Contract with Quad Code, and a further Contract has not been entered into in order to close the position.

Personal Advice is as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time.

Personal Information is as defined in the *Privacy Act 1988 (Cth)*, as varied from time to time.

PIO means ASIC Corporations (Product Intervention Order – Contracts for Difference) Instrument 2020/986 setting out various conditions that apply to the issue of CFDs to Retail Clients

Product Disclosure Statement or **PDS** is as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time, and may be referred to in this agreement as PDS.

Privacy Policy is available on Quad Code Website.

Quad Code means Quad Code AU Ltd ACN 131 376 415, its subsidiaries, holding companies, successors and/or assigns, as well as its officers, directors, employees and agents.

Quad Code Website means the Quad Code website located at www.quadcodemarkets.com.

Registered Office means the registered office of Quad Code as notified to the Australian Securities and Investments Commission.

Related Entity is as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time.

Representative is as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time.

Senior Officer means the Chief Executive Officer, Managing Director or "officer" as defined in the *Corporations Act 2001 (Cth)*, as varied from time to time, of Quad Code.

Sophisticated Investor means a person who would be a Wholesale Client only through the application of section 761GA of the *Corporations Act 2001 (Cth)*, as varied from time to time.

Stop Loss Order has the meaning set out in the PDS.

Take Profit Order has the meaning set out in the PDS.

Target Market Determinations or TMDs issued for the purposes of s.994B of the Corporations Act in respect to CFDs and available on Quad Code Website.

Trade Contract Terms has the meaning stated in clause 8.3 of this Agreement.

Trailing Stop Loss Order has the meaning set out in the PDS.

Unacceptable Trading Circumstances means any belief or decision of Quad Code, reasonably formed or made and whether or not communicated to you, that you have used the Online Platform in a way which affects the integrity or effective functioning of the Online Platform or Quad Code's market for Contracts whether or not such conduct is also illegal or also constitutes market abuse. Such conduct includes, but is not limited to:

- (a) entering into Contracts or combinations of Contracts such as holding long and short positions in the same or similar underlying instruments at similar times, irrespective of how the accounts have been funded (for example, but not limited to, personal deposits); or
- (b) entering into Contracts or combinations of Contracts in respect of underlying instruments you, or a person with whom you are acting together, has entered into a transaction in an underlying market for the underlying instrument.

Wholesale Client has the same meaning as in section 761G of the *Corporations Act 2001* (Cth), as varied from time to time, but does not include a Sophisticated Investor.

2. GENERAL TERMS

The words "we", "us", "our" or any of their derivatives in the Client Agreement refer to Quad Code AU Ltd (ACN 131 376 415) ("Quad Code") and its successors and any assignee, transferee or purchaser of our rights and/or obligations hereunder and any reference to us includes a reference to such successor, assignee, transferee or purchaser.

The words "you", "your", "yours" or any of their derivatives in the Client Agreement refer to the person who opened the Account and/or is using the Account, and shall include, as the context may require, Authorised User (as the case may be).

This Client Agreement, together the Quad Code Account Opening Form and if the Client is not a Wholesale Client or a Sophisticated Investor, it includes the Product Disclosure Statement (PDS), the Financial Services Guide (the **FSG**), Target Market Determinations (**TMDs**), Privacy Policy, rules and regulations included on the Online Platform or the Quad Code Website, as may be amended, modified, supplemented or replaced from time to time (collectively the "**Agreement**"), shall apply to and govern each Account currently requested for, Accounts opened and currently maintained, and Accounts subsequently opened or established with us and in respect of all Contracts.

- 2.1 The Risk Warning Notice, Special Terms for CFDs applicable to Retail Clients and General Terms are part of the Agreement between us and you which govern the Account and Contracts we conduct with you.
- 2.2 This is a master agreement and sets out the terms and conditions in respect of any future contracts between you and Quad Code, relating to the:
 - (a) provision of General Advice to you; and
 - (b) execution of Contracts.

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- 2.3 This Agreement includes the Quad Code Account Opening Form and if the Client is not a Wholesale Client or a Sophisticated Investor, it includes the PDS, FSG, TMDs that may have been provided to the Client. However, in the event of any inconsistency between this Agreement and other contracts or documents, exchanged and/or executed between you and Quad Code, the PDS, if it applies, shall prevail to the extent of the inconsistency, and with respect to any other inconsistency, this Agreement shall prevail over the over the Quad Code Account Opening and any other ancillary document referred in this Agreement.
- 2.4 In the event of any inconsistency between the English language version of each of the documents described in clause 2.2 above and their translated equivalent in any other language, the English language version shall prevail, to the extent of any inconsistency.

3. OUR SERVICES AND TASKS

- 3.1 Quad Code provides General Advice and execution-only derivative Contract trading services. Quad Code also offers Contracts that are foreign exchange contracts to facilitate the derivative trading services.
- 3.2 If Quad Code provides you with General Advice then you acknowledge that the advice is general only and does not consider your personal objectives, circumstances or needs. If you are not a Wholesale client, you must consider your own personal objectives, circumstances or needs, as well as the relevant PDS, before making a decision to use Quad Code's services. General Advice is provided by Quad Code without charge.
- 3.3 Under no circumstances will Quad Code provide you with Personal Advice.
- 3.4 If you do not fully understand the risks associated with Quad Code's services, then you should not use Quad Code's services.

4. CLIENT REPRESENTATIONS AND WARRANTIES

- 4.1 You warrant that in the case of:
- (a) an individual or more than one individual, you are of full age and capacity; and
 - (b) a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement,
- 4.2 You warrant that all Contracts made, and this Agreement, are and will constitute your legally binding and enforceable obligations.
- 4.3 If you enter into this Agreement in your capacity as trustee of a trust, you make the following representations and undertakings:
- (a) the relevant trust instrument is valid and complies with all applicable Laws which apply to you;
 - (b) you are properly appointed as the trustee of the trust;
 - (c) you have a right of indemnity from the trust assets in respect of this Agreement and the transactions contemplated by it;
 - (d) you will comply with your duties as trustee of the trust;

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- (e) you will not do anything which may result in the loss of your right of indemnity from the trust assets;
- (f) if you are replaced or joined as trustee, you will make sure the new trustee becomes bound to Quad Code's satisfaction by this Agreement and any other agreement relating to a transaction contemplated by this Agreement to which you are expressed to be a party, or by a document which is identical in effect;
- (g) you will not resetttle, set aside or distribute any of the assets of the trust without Quad Code's written consent unless compelled to do so by the trust instrument;
- (h) you will not amend or vary the trust instrument without Quad Code's written consent; and
- (i) if you are not the sole trustee of the trust it is a requirement that each and every trustee agrees in writing to be bound by the terms of this Agreement and by any transactions entered into in connection with this Agreement.

4.4 You represent and warrant to Quad Code that:

- (a) your execution and delivery of this Agreement, and performance of all of your obligations contemplated under this Agreement, does not violate any law applicable to you;
- (b) all information provided by you to Quad Code is true, correct and complete, and you will notify Quad Code promptly of any changes to such information;
- (c) all information provided by you to Quad Code is true in all material respects as at the date of this Agreement or, if later, when the information is provided. Neither that information nor your conduct or the conduct of anyone acting on your behalf in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise;
- (d) you shall make ongoing disclosure to Quad Code of any matters that may affect the operation of this Agreement or of your ability to pay Margin Calls or to remain solvent;
- (e) you are not restricted by any applicable laws from using Quad Code's Online Platform;
- (f) the funds used and held by you are funds that you are entitled to use and hold, and are not derived from illegal sources;
- (g) the information on the Online Platform will not be used for unlawful or unauthorised purposes;
- (h) you will not "deep link" the Quad Code Website, resell or permit access to the Quad Code Website to others or copy any materials appearing on the Quad Code Website for resale or for any other purpose without the prior written consent of Quad Code;
- (i) you will not, either acting alone or with others, engage in conduct which results in Unacceptable Trading Circumstances. Such activity shall be subject to our right to seek reimbursement from you and/or the voiding of all trades (and associated profits);

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(j) any Contracts entered into with Quad Code are wholly or predominantly for business and investment purposes and not for personal, domestic or household use or consumption.

4.5 You acknowledge that:

(a) Quad Code will enter into the transactions contemplated by this Agreement in reliance on the representations and warranties made by you; and

(b) Quad Code provides general advice and execution-only services and the final investment decision is always your own.

4.6 If the Client is comprised of two or more legal persons then a reference to a right or obligation of the Client under this Agreement or under a transaction contemplated by this Agreement confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

5. USE OF PERSONAL INFORMATION

5.1 Personal Information collected by Quad Code is treated as confidential and is protected by the Privacy Act (Cth) 1988, as varied from time to time. Quad Code will only collect Personal Information which is necessary to perform the services contemplated by this Agreement.

5.2 Quad Code will treat your Personal Information in accordance with its privacy policy, which you may obtain by contacting Quad Code or on the Quad Code Website.

5.3 Quad Code will use reasonable precautions to maintain the confidentiality of information it receives from you and material and/or data you provide, create, input or develop in connection with your use of the Quad Code services. Nonetheless, because such information, material and/or data may be provided through the Internet, you hereby acknowledge and agree that Quad Code cannot assure that such information, material and/or data will continue to be confidential.

5.4 You accept the risk of a third party receiving confidential information concerning you and specifically release and indemnify Quad Code from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from:

(a) you intended to be provided to Quad Code or

(b) Quad Code intended to be provided to you.

5.5 You acknowledge and agree that Quad Code may disclose your name and other Personal Information and financial information about you, and any relevant details of an Authorised User, to Quad Code's employees, Representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Quad Code services, or to comply with applicable Laws.

5.6 The information provided on the Online Platform is to be used for the purpose of you trading with Quad Code only, and not for any other purposes. Using Quad Code's Online Platform does not transfer intellectual property rights to you.

5.7 In appropriate cases all communications and information concerning you held by Quad Code, may be disclosed to, and reviewed by, law enforcement agencies and regulatory

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authorities. In addition, you agree to comply with all applicable money laundering and counter terrorism financing Laws, including, but not limited to, the requirement to obtain or provide satisfactory evidence of the identity of any person whom you may represent in any transaction entered into with Quad Code.

- 5.8 You agree and consent to Quad Code (or its agents) making a verification request to a credit reporting body to assist in verifying your identity for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (and related rules and regulations). You also agree and consent to the disclosure of your Personal Information for his purpose including your name, residential address and your date of birth.

6. AUTHORISED USERS

- 6.1 You shall provide Quad Code with a list of people authorised to access Quad Code's services and/or enter into Contracts on your behalf (each an "Authorised User").

- 6.2 You shall immediately notify Quad Code when:

(a) any new person becomes an Authorised User; or

(c) any existing Authorised User is no longer entitled to be an Authorised User.

Upon Quad Code receiving such Notice, the change in Authorised User is effective immediately subject to us collecting and verifying identification documents to our satisfaction. However, the Notice shall not affect any Contracts already executed.

- 6.3 Any appointment of an Authorised User shall remain in full force and effect as an appointment in writing required by the Agreement unless and until Notice of cancellation of appointment and/or replacement has been delivered to Quad Code's registered office.

- 6.4 All Instructions given and accepted by an Authorised User will be deemed to be Instructions authorised by you and shall be binding upon you.

- 6.5 Until you have provided a Notice to Quad Code to the contrary, Quad Code may continue to assume that all existing Authorised Users have authority to execute legally binding transactions with Quad Code.

- 6.6 You hereby indemnify and agree to hold Quad Code harmless in respect of any loss incurred by an Authorised User entering into any Contract or other transaction contemplated under this Agreement.

- 6.7 You will take reasonable steps to ensure that each Authorised User complies in full with this Agreement.

- 6.8 Quad Code reserves the right at any time to refuse the appointment or continuation of an Authorised User without reason.

7. LEGAL ENTITY IDENTIFIER

- 7.1 In order to comply with the ASIC Derivative Transactions Rules (Reporting) 2013, we must obtain a Legal Entity Identifier (LEI) from all entities that trade with us.

- 7.2 If you are an entity captured by the ASIC Derivative Transactions Rules (Reporting) 2013:

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- (a) you consent to Quad Code obtaining a LEI on your behalf; and
- (b) passing on the cost of obtaining a LEI to you by charging it to your Account together with Quad Code's reasonable administration costs in obtaining the LEI.

8. FORMATION OF EACH CONTRACT

8.1 When you, or an Authorised User, contacts Quad Code electronically or otherwise via the Internet, or by telephone, Quad Code may, but is not obligated to, ask for or clarify the following information where applicable:

- (a) the Client's account number;
- (b) further Client identification details;
- (c) the Contract type (eg, foreign currency, commodity, indices, shares or cryptocurrencies);
- (d) whether the Contract is to buy or sell;
- (e) the number of Contracts; and
- (f) for Contract orders, the order type, the order price, the order expiry date or any other order feature we make available.

8.2 Collectively, though not exhaustively, the information referred to in clause 8.1 or any portion thereof, constitutes the **"Instructions"**.

8.3 Quad Code will immediately provide the Client with, either via the Internet or verbally, prices at which the relevant Contract can be purchased or sold. These are the **"Trade Contract Terms"**.

8.4 If you, or an Authorised User, indicate by clicking the relevant button (e.g., a "buy" or "sell" button) on the Online Platform (or by telephone where the Online Platform is not available) that they accept the Trade Contract Terms (**"Acceptance"**) then Quad Code shall have a discretionary right to create a Contract within a reasonable time after receiving the Instructions. If Quad Code exercises this right, then a Contract is formed between you and Quad Code. When a Contract is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement.

8.5 If Quad Code declines to exercise the right to create a Contract, Quad Code shall not be obliged to:

- (a) give a reason for declining; or
- (b) notify you that Quad Code has not created a Contract with you.

8.6 You shall indemnify Quad Code for any error made by you or an Authorised User in providing Instructions to Quad Code.

9. PROVIDING INSTRUCTIONS

9.1 If you or an Authorised User uses Quad Code's online transaction system (**Online Platform**), you confirm and accept the following:

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- (a) you may be able to enter into Contracts at the rates and/or prices quoted on the Online Platform;
- (b) all transactions must be completed using the logins and passwords allocated to you by Quad Code, and valid entry of such a login and password will constitute an authorisation by you to complete the Contract specified irrespective of whether the login and password are entered by an Authorised User;
- (c) you must ensure that the logins and passwords are kept secure and confidential. You must also ensure that each Authorised User to whom a login and password is provided, will keep them secure and confidential. You will advise Quad Code immediately if you have any reason to believe that the login and passwords allocated to you have not been kept secure and confidential;
- (d) you must ensure that no unauthorised person is able to use the logins and passwords. As part of this obligation, you must ensure that you and each Authorised User quits the Internet browser after using the Online Platform. If you believe that your logins and passwords are being used by an unauthorised person, you must immediately notify Quad Code. You will be responsible for any and all losses, liabilities, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person accessing your Account through your logins and passwords, whether or not you authorised such access;
- (e) Quad Code may at any time, acting reasonably and without Notice to you, suspend, withdraw or deny access to the Online Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of this Agreement. If and while such access is suspended:
 - (i) you will be able to close any Open Positions but will not be entitled to enter into new Contracts; and
 - (ii) Quad Code may, in its sole discretion (with or without Notice), close out your Open Positions at prices it considers fair and reasonable at that time, and to the extent permitted by law, you agree not to make any claim against Quad Code in this regard;
- (f) Quad Code may change the minimum specification required to access the Online Platform and also may make operational changes to and alter the services currently available at any time. Quad Code will notify you of such changes by either placing a message on the Quad Code Website, log on page of the Online Platform or by email;
- (g) you are responsible for obtaining, maintaining and ensuring compatibility of your electronic software, devices and equipment. Quad Code will not be responsible for any loss of or damage to your data, software, computer, electronic devices, telecommunications or other equipment caused by use of the Online Platform, unless such loss or damage is directly and solely caused by our negligence or deliberate default;
- (h) you are responsible for ensuring that your electronic devices and equipment are free from viruses and other malware, and Quad Code will not be responsible for any losses incurred by your failure to do this. Quad Code shall use reasonable endeavours to keep the Online Platform free from viruses and corrupt files but cannot guarantee that the Online Platform will be free from infection by viruses or

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anything else with contaminating or destructive properties. Quad Code is not able to guarantee that access to the Online Platform will be uninterrupted, continuous or error free;

(i) you must not:

- (i) misuse the Online Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- (ii) attempt to gain unauthorised access to the Online Platform or any server, computer or database connected the Online Platform; or
- (iii) attack the Online Platform via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may also commit a criminal offence. Quad Code may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Online Platform will cease immediately and without Notice. Quad Code will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your electronic devices and equipment.

(j) you will be liable for all Contracts made when using the Online Platform including instances of any misuse, fraud or abuse by you or Authorised Users or whether you or an Authorised User have disclosed login or password details to a third party.

9.2 If the Online Platform is unavailable, an Authorised User may request Quad Code to accept Instructions and enter into Contracts by telephone. Quad Code may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Quad Code by you as an Authorised User. Quad Code may at its discretion ask the caller for additional information to confirm the caller's identity. Upon such check confirming the identity of the caller, Quad Code may assume that the caller has the full authority as previously advised by you.

9.3 You acknowledge and agree, and will ensure that each Authorised User acknowledges and agrees, that Quad Code may make a recording of any telephone conversation between any person and Quad Code at any time. The recording remains the property of Quad Code. The telephone recording can be used by Quad Code to confirm the terms and conditions of any transaction where there is dispute with a Client as to the Trade Contract Terms of the transaction, and for training, monitoring and compliance purposes.

10. METHOD AND TIMING OF PAYMENT

10.1 Any sums that you owe to Quad Code must be paid in one of the following:

- (a) by online bank transfer;
- (b) by same day bank transfer;
- (c) by international telegraphic transfer; or
- (d) by payment through a debit card, credit card or electronic gateway provider approved by Quad Code from time to time.

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- 10.2 You must have sufficient cleared funds deposited in Quad Code's designated account before Quad Code will execute any Contracts. Quad Code will indicate to you the sum required as the Initial Margin for each Contract.
- 10.3 Quad Code will notify you via the Online Platform of any change in the amount of the Current Margin for any Contract by giving Notice and may issue you with a Margin Call in respect of any shortfall. Any increase in the amount of the Current Margin will be due and payable immediately.
- 10.4 Quad Code may impose other fees and charges for using its services, by providing Notice to you. If you do not consent to the charges, you can terminate the Agreement and the charges will not apply to new Contracts. If you terminate the Agreement under this clause, all existing Contracts will survive the termination of this Agreement.
- 10.5 Quad Code is not responsible for any fees or charges imposed by third party banks or other counterparties, which are incurred by you in connection with the use of Quad Code services.

11. CREDIT LIMITS

11.1 You understand that:

(a) Quad Code may grant you a Credit Limit. A Credit Limit is

- (i) a pre-agreed amount of Base Currency or other agreed currency that can be offset against a negative mark to market value on an Open Position; or
- (ii) an amount applicable to unsettled trading losses to some or all Contracts (either individually or in aggregate or both); and/or
- (iii) an amount that reflects the amount paid by you to a Quad Code approved third party merchant, which has not yet been received by Quad Code;

(b) if the negative mark to market value of an Open Position is approaching or has exceeded your Credit Limit, Quad Code reserves the right to Margin Call you in an amount entirely at Quad Code's discretion;

(c) Quad Code is not obliged to provide credit to you; and

(d) any Credit Limit set by Quad Code may be reduced or withdrawn at any time by giving you Notice.

11.2 You acknowledge that if Quad Code acts on an Instruction which would result in a Credit Limit being exceeded:

(a) Quad Code is not obliged to advise you that the Credit Limit will be exceeded;

(b) you will continue to be liable to Quad Code for all amounts including those above the Credit Limit; and

(c) Quad Code is not obliged to act upon any subsequent Instruction where a Credit Limit might be exceeded.

12. AUTHORISATION LIMITS

- 12.1 You may inform Quad Code of an authorisation limit applicable to some or all Contracts either in general or for particular Authorised Users.
- 12.2 Any authorisation limit provided by you to Quad Code may be withdrawn by you at any time by giving Notice to Quad Code.
- 12.3 Quad Code may, at its own discretion, impose an authorisation limit on you and/or one or more Authorised Users at any time, by providing Notice before the imposition of the limit.

13. SWAP FEES ON OPEN POSITION

- 13.1 In any Open Position held by you, Quad Code will from time to time add an amount to your Account for swap fees earned, or subtract an amount from your account for swap incurred from the date and time that the position was opened until the position is closed. In case you do not maintain enough funds in your trading account balance to provide for it, your Open Position will be automatically closed.

14. INITIAL MARGIN

- 14.1 Before executing a Contract, Quad Code will require a deposit which is a percentage of the Contract's value (and not less than any such deposit required by law) in respect of any anticipated or existing Open Positions which the Client has or will have with Quad Code ("**Initial Margin**").
- 14.2 Quad Code may specify the percentage of a Contract's value that you must continue to hold as a deposit in your Account at any time and which may vary from the Initial Margin ("**Current Margin**").
- 14.3 You must pay the Initial Margin to Quad Code and also any additional amounts to satisfy the Current Margin under this Agreement.
- 14.4 Payment of amounts representing Initial Margin and Current Margin must be made pursuant to clause 10 of this Agreement.

15. FORCED LIQUIDATION

- 15.1 You are required to monitor your Account at all times and to maintain sufficient level of Net Equity and ensure that it does not fall below the Margin Close-Out Amount across all positions at all times in respect of your Account.
- 15.2 If the Net Equity of your Account falls below the Margin Close-Out Amount, Quad Code will automatically start closing your Open Positions in respect of your Account as soon as market conditions allow, without Notice until the first of the following occurs:
 - (a) the Net Equity of the relevant Account is equal to, or greater than, the Margin Close-Out Amount in respect of that Account;
 - (b) all of the Open Positions in respect of your Account have been terminated.(together, a "**Forced Liquidation**")
- 15.3 Quad Code is also entitled to close out your Open Positions:

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- (a) when the Stop Loss Order, Take Profit Order or Trailing Stop Loss Order is reached; or
 - (b) if at any time the pre-agreed Credit Limit assigned to you by Quad Code is no longer sufficient to cover the negative mark to market value of any or all Open Positions that you have open with Quad Code.
- 15.4 Quad Code shall have the right, at its sole discretion, to determine the mark to market value from time to time.
- 15.5 In addition to other remedies available to Quad Code, if you fail to pay an amount when due under this Agreement, Quad Code has the right to terminate (by either buying or selling) any or all of your Open Positions.

16. CORPORATE EVENTS OR DIVISION EVENTS

- 16.1 If a Corporate Event or Division Event occurs in relation to any underlying instrument and/or its issuer or technology environment (for example, distributed ledger technology), Quad Code may, acting in a commercially fair and reasonable manner, make adjustments to your Open Positions, Take Profit Orders, Stop Loss Orders and Trailing Stop Loss Orders.
- 16.2 The adjustments Quad Code may make will be determined reasonably and will be binding on you. Such adjustments may include, but are not limited to one or more of the following:
- (a) changing the amount of any Initial Margin both in relation to Open Positions and new Contracts;
 - (b) adjusting the opening price of an Open Position, to reflect the impact of the relevant action or event;
 - (c) closing one or more Open Positions;
 - (d) canceling any Stop Loss Orders, Take Profit Orders and Trailing Stop Loss Orders;
 - (e) suspending or modifying the application of any part of this Agreement;
 - (f) crediting or debiting sums to your Account as appropriate; and
 - (g) taking any and all such other action, as Quad Code considers reasonably necessary.

17. SET OFF AGAINST MONIES OWED

- 17.1 In addition to other remedies available to Quad Code, if you fail to pay any amount when due under this Agreement and/or if a Default Event occurs, Quad Code may, to the extent permitted by Law, set-off such amount against any amount payable by Quad Code to you.
- 17.2 To the extent permitted by Law, Quad Code is entitled to set-off against any amounts due to it by you, any amounts received by Quad Code from or on your behalf including but not limited to moneys received or held on your behalf. Quad Code may determine the application of any amounts which are to be set-off at its own discretion.
- 17.3 You must not set-off against any amounts you owe to Quad Code, any amounts Quad

Code owes to you.

18. DELAY

18.1 Quad Code will use all reasonable efforts to process your Contract order on a timely basis. However, Quad Code shall not, in the absence of wilful misconduct, be liable for delays, damages, failures or errors in the completion of the Contract order.

19. RATES

19.1 Rate and/or price indications from Quad Code are available via the Online Platform or, if the Online Platform is unavailable, by telephone (the “**Indication**”). The Indication is not binding, and you agree to accept the prices offered by Quad Code when the Contract is executed.

19.2 The Indication and how Quad Code calculates the Indication is determined in its absolute discretion. Any changes to the Indication are effective immediately.

20. MATERIAL ERROR

20.1 Quad Code will take reasonable steps to prevent Material Errors from occurring.

20.2 Should a Material Error occur Quad Code reserves the right to:

- (a) cancel the Instruction or void the Instruction as if it had never taken place;
- (b) close any Open Position resulting from the Instruction;
- (c) void or roll over any Open Positions;
- (d) refuse to execute or accept any Instruction;
- (e) make the necessary adjustments to the Instruction or Open Position to correct the Material Error;
- (f) change your close out level;
- (g) increase your Current Margin requirement;
- (h) immediately require payments of any amounts you owe us, including to satisfy Initial Margin and Current Margin requirements;
- (i) change the Indication and spreads; and
- (j) take all such other actions as we consider to be reasonable in the circumstances to protect Quad Code or any of Quad Code’s other clients.

20.3 Quad Code will exercise its rights under clause 20.2 as soon as reasonably practicable after it becomes aware of the Material Error.

20.4 If a Material Error has occurred and you received monies from Quad Code in connection with the Material Error, you agree to immediately repay those monies to Quad Code upon Notice from Quad Code to do so.

20.5 In the absence of any fraud, wilful default or negligence on the part of Quad Code, Quad Code will not be liable for any damages, claims, losses, liabilities or costs arising from the Material Error.

21. DEDUCTION OF INTERMEDIARY/RECEIVING BANK FEES

- 21.1 In some circumstances a number of intermediaries may be involved in a payment transaction and may deduct a charge. The receiving bank may also take a charge. These charges cannot always be calculated in advance, and you will be liable for these expenses.
- 21.2 Quad Code will not be liable for losses that result from fees under clause 21.1 being levied. Quad Code will use its best endeavours to ensure that all fees associated with a transaction are disclosed in the Trade Contract Terms. However, due to the complexity of the international foreign exchange markets this may not always be possible. If it is important that an exact amount of a particular currency arrives, you agree to advise Quad Code accordingly and Quad Code may be able to pre-cover any undefined charges.

22. CIRCUMSTANCES BEYOND QUAD CODE'S CONTROL

- 22.1 If Quad Code is unable to perform its obligations under this Agreement or a Contract because of factors beyond its control or because of a Force Majeure Event, Quad Code will notify you as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by you in respect of which Quad Code has been unable to discharge its obligations under this Agreement.
- 22.2 In the case of a Force Majeure Event, Quad Code may also take any other steps it considers reasonably necessary, including but not limited to:
- (a) altering the Current Margin;
 - (k) closing any or all Open Positions;
 - (l) amending or varying this Agreement and/or any Contract insofar as it is impractical or impossible for Quad Code to comply with its obligations to you.
- 22.3 In the absence of any fraud, wilful default or negligence on the part of Quad Code, Quad Code will not be liable for any damages, claims, losses, liabilities or costs resulting from an event or factor beyond its control or a Force Majeure Event.
- 22.4 Quad Code may give a notice ("**a Disturbance Notice**") to you at any time if it forms the view that market conditions in the relevant market for the underlying instrument are seriously disturbed. This includes circumstances where, in Quad Code's opinion, the underlying instrument is not available (for example, deposits in the currency concerned are not available) in the ordinary course of business to Quad Code in the relevant market or because of national or international financial, political or economic circumstances, or because of exchange controls.
- 22.5 When a Disturbance Notice is given under clause 22.4, Quad Code's obligations will be suspended while you and it negotiate alternative arrangements. If both parties reach agreement before the Contract is closed, those alternative arrangements will apply. If they do not reach agreement, Quad Code will nominate how both parties' obligations will apply, which may include setting a fair market value (including its typical spread) to any Open Positions at a point in time reasonably chosen by Quad Code.

23. CLIENT MONEY

- 23.1 You agree that Quad Code may aggregate money paid into your Account ("**the Monies**") with funds received from other clients into a single or multiple designated

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account(s) (“**Client Money Account**”), which will be maintained as required by Law.

- 23.2 You consent to and direct Quad Code to:
- (a) retain any interest accrued from time to time on the Monies, and to invest that money as permitted by Law;
 - (b) withdraw Monies that constitute remuneration payable to Quad Code; and
 - (c) withdraw Monies that Quad Code is otherwise entitled to pursuant to Law.
- 23.3 If you are a Wholesale Client, you authorise and direct Quad Code to withdraw, apply or otherwise utilise the Monies:
- (a) in order to meet obligations (the **Obligations**) incurred by Quad Code in connection with Contracts. Obligations may include an obligation to make payments to a Related Entity and/or a liquidity provider in connection with liabilities Quad Code incurs when you and other clients place Contracts with Quad Code. Liabilities in this sub-clause include but are not limited to minimum floating margin requirements imposed by a Related Entity or liquidity provider, or other hedging requirements;
 - (b) in order to enforce other rights that Quad Code has under this Agreement; and
 - (c) for any other reason allowed by Law.
- 23.4 You agree that when Quad Code uses the Monies for a lawful purpose as set out in this clause 23, the Monies do not belong to you and do not constitute a loan or constructive trust in your favour.
- 23.5 If you have an Open Position, and Quad Code is entitled to make a deduction for any reason as set out in this Agreement or the PDS, that deduction may occur immediately, and the Monies will become Quad Code’s monies. Conversely, if you have an Open Position and Quad Code is required to apply a credit for any reason as set out in this Agreement or the PDS, that credit will typically be applied to your Monies as after completing Quad Code’s end of day reconciliations.

24. PAYMENTS INTO CLIENT ACCOUNT

- 24.1 You must ensure that:
- (a) payments into your Account are from you as the holder of the Account and not from any third party;
 - (b) without limiting the above, payments from an account are payments from your account and not from any account of any third party.
- 24.2 You agree and acknowledge that Quad Code may refuse to accept or may return any payment of money from any third party or from any account of any third party, and that Quad Code does not accept any liability or responsibility for any loss, cost or expense incurred or suffered by you in connection with such non-acceptance or return, including because you are subsequently in default of your obligations to Quad Code.

25. DEFAULT EVENTS

- 25.1 If a Default Event occurs, Quad Code may take all or any of the following actions, or

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any other step it considers reasonably necessary:

- (a) immediately require payment of any amount you owe to Quad Code, including any Margin Call;
- (b) terminate this Agreement and close your Account;
- (c) close all or any of your Open Positions;
- (d) limit the size of the Client's Open Positions either in monetary terms or a number of Contracts;
- (e) refuse orders to establish new Contracts;
- (f) convert any ledger balances to the Base Currency of the Account;
- (g) exercise Quad Code's rights of set off;
- (h) impose new Initial Margin requirements to your trading or Account;
- (i) lower the Credit Limit, or withdraw the provision of any credit, in relation to your Account;
- (j) suspend your Account;
- (k) open one or more new Contracts on your Account;
- (l) call on any guarantee in respect of your obligations;
- (m) require you to immediately close out any Open Position or settle any Contract in such a manner as Quad Code reasonably determines necessary;
- (n) combine, close or consolidate any Accounts and offset any and/or amounts owed to, or by, Quad Code in such manner as Quad Code may in its absolute discretion determine; or
- (o) retain any amount owed by Quad Code to you against any contingent liability of yours to Quad Code or so long as the contingency subsists.

26. QUAD CODE'S RIGHTS TO CLOSE, VOID OR ENFORCE CONTRACTS

26.1 Without limiting any other right Quad Code has under this Agreement, Quad Code may close or void any Contract or take any other steps it considers reasonably necessary where:

- (a) Quad Code is in dispute with the Client in respect of an Open Position or a Default Event. In this case, Quad Code can close all or part of the Open Position in order to minimise the amount in dispute;
- (b) Quad Code identifies or reasonably believes that you have engaged in conduct which results in Unacceptable Trading Circumstances;
- (c) Quad Code identifies or reasonably suspects that you have manipulated its prices, execution process or other practices; or
- (d) there is a material breach of the Agreement in relation to the Contract.

26.2 Quad Code may also, in its absolute discretion, choose to enforce any Contract of a type referred to in clause 26.1.

27. TERMINATION

27.1 This Agreement may be terminated immediately by you or Quad Code by giving Notice to the other in writing. However, termination by either party shall not affect any Contract or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve you of any obligations arising out of any Contract entered into prior to such termination.

27.2 In the event that Quad Code is made aware of, or has reason to believe, any of the following:

- (a) that you have provided false or misleading information to Quad Code; or
- (b) that you have participated or are participating or have assisted or are assisting in money laundering or terrorist financing; or
- (c) that you are being officially investigated by law enforcement and/or regulatory agencies; or
- (d) a Default Event or Insolvency Event has occurred,

then Quad Code, at its sole discretion, may terminate this Agreement immediately by Notice to you, and Quad Code at its sole discretion shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Contract already entered into with Quad Code.

28. LIABILITY AND INDEMNITY

28.1 You shall indemnify and hold Quad Code harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your or an Authorised User's negligence, mistake or wilful misconduct, the violation of any law by you, or the breach by the Client of any provision of this Agreement, if a Default Event occurs or if a Material Error occurs.

28.2 You also agree to promptly pay Quad Code for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Quad Code in the enforcement of any of the provisions of this Agreement. Your obligations under this Clause 28 shall survive the termination of this Agreement.

28.3 In calculating or mitigating its loss due to a Default Event or Material Error, Quad Code is entitled to:

- (a) crystallise, unwind, reverse, repair or close any Open Positions by closing any open Contracts; and/or
- (b) nominate the date on which the open Contracts are valued; and/or
- (c) nominate the methodology used to calculate the open Contracts' value; and/or
- (d) immediately require payment of any amount you owe to Quad Code, including any Margin Call; and/or

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- (e) terminate this Agreement and close your Account; and/or
 - (f) close all or any of your Open Positions; and/or
 - (g) limit the size of your Open Positions either in monetary terms or a number of Contracts; and/or
 - (h) refuse orders to establish new Contracts; and/or
 - (i) convert any ledger balances to the Base Currency of the Account; and/or
 - (j) exercise Quad Code's rights of set off; and/or
 - (k) impose new Initial Margin requirements to your trading or Account; and/or
 - (l) lower the Credit Limit, or withdraw the provision of any credit, in relation to your Account; and/or
 - (m) suspend your Account; and/or
 - (n) open one or more new Contracts on your Account; and/or
 - (o) call on any guarantee in respect of your obligations; and/or
 - (p) require you to immediately close out any Open Position or settle any Contract in such a manner as Quad Code reasonably determines necessary; and/or
 - (q) combine, close or consolidate any Accounts and offset any and/or amounts owed to, or by, Quad Code in such manner as Quad Code may in its absolute discretion determine; and/or
 - (r) retain any amount owed by Quad Code to you against any contingent liability of yours to Quad Code or so long as the contingency subsists; and/or
 - (s) take any other action that Quad Code determines to be reasonably necessary to protect its legitimate interests.
- 28.4 You acknowledge that you will be liable for any losses which may be realised as the result of entering into a Contract, regardless of the trading resources available in relation to your Account at the time the Contract is executed.
- 28.5 Quad Code will use all reasonable endeavours to execute Contracts or make payments to you or to any third party specified by you, in accordance with the timing specified in your Instructions. However, Quad Code shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching your nominated account.
- 28.6 Nothing in this Agreement is intended to limit or exclude any liability Quad Code may owe you under any statutory rights you may have.
- 28.7 If you are a Retail Client and you incur a liability under a Contract, our recourse is limited to:
- (a) The monies held in your Account, including monies arising from a Forced Liquidation.

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This means that subject to the above, where a Retail Client's Account balance falls below zero, that client's Account balance will be restored to zero.

- 28.8 If you are not a Retail Client, and you incur a liability under a Contract, Quad Code's recourse is not limited in any way.

29. AMENDING THIS AGREEMENT

- 29.1 The terms of this Agreement and any transactions under it, may be amended by Quad Code at any time. Quad Code will provide Notice to you of any such amendment. You agree to be bound by the terms of such an amendment on the earlier of:

(a) ten Days after Quad Code has posted Notice of the amendment on the Quad Code Website; or

(b) upon providing Notice to you by email; or

(c) on the date you enter any Contract after the amendment.

- 29.2 If you do not consent to the amendment, you can terminate the Agreement and the amendment will not apply retrospectively. Termination in this case does not affect any obligations owed by you, or rights of Quad Code with regard to any open Contracts held by you.

- 29.3 Any other amendments must be agreed to in writing between you and Quad Code.

30. DISPUTE RESOLUTION

- 30.1 Except to the extent that this clause is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this clause shall apply. The parties must use all their reasonable endeavours to resolve any dispute arising in connection with this Agreement or any transactions thereunder.

- 30.2 If you have a complaint in relation to the Agreement or any aspect of your Account, you should raise this with our Complaints handling department.

- 30.3 If the parties fail to resolve a dispute within 10 Days of one party giving notice to the other of the dispute, either party may, by giving notice to the other, refer the dispute to the parties' Senior Officers (where you are an individual no such referral is applicable) who, each party must ensure, must cooperate in good faith to resolve the dispute as amicably as possible within 30 days of the dispute being referred to them.

- 30.4 This clause, however, does not limit your rights (if applicable) to take a dispute to an external dispute resolution scheme of which Quad Code is a member.

31. NOTICES

- 31.1 Any notice required or permitted to be given under this Agreement or for the purposes of this Agreement ("**Notice**") shall be in writing and shall:

(a) If to you, be sent by prepaid registered mail or delivered by hand to your address as set out in this Agreement, or such other address that you designate in writing, or by Quad Code emailing your nominated email address, or by posting a Notice to the Quad Code Website; and

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- (i) if posted on the Quad Code Website, Notice is deemed to have been given 3 Days after the Notice was posted on the Quad Code Website; or
 - (ii) if the Notice was sent to your address, the Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
- (b) If to Quad Code, be sent by prepaid registered mail or delivered by hand to the address of Quad Code set out in this Agreement or the PDS, or such other address as Quad Code designates in writing, and such Notice is deemed to have been given 3 Days after the Notice was posted, unless delivered by hand in which case the Notice is deemed to have been given on delivery.
- 31.2 Any Notice given or made under this Agreement may also be sent by email if:
- (a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
 - (b) the sender keeps an electronic or printed copy of the Notice sent.
- 31.3 A Notice sent by email will be deemed to have been given on the first to occur of:
- (a) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
 - (b) the time that the Notice enters an information system which is under the control of the recipient; or
 - (c) the time that the Notice is first opened or read by an employee or officer of the recipient.
- 31.4 It is your responsibility to notify Quad Code of any changes to your contact details.

32. GENERAL

- 32.1 This Agreement shall be governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 32.2 At no time shall either party enter into commitments for or in the name of the other party or use their Intellectual Property for any purpose whatsoever. Except as specifically provided for in this Agreement, neither party will:
- (a) use the other party's name or Intellectual Property without the prior written approval of the other party; or
 - (b) represent itself as being affiliated with, or authorised to act for, the other party.
- 32.3 Any rights or obligations that you may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the prior written consent of Quad Code. Quad Code may, however, transfer any rights or obligations it may have pursuant to this Agreement to another party without your consent. Such an assignment shall only take place if a reasonable person would not expect it to cause detriment to a typical client of Quad Code. You will execute any documents (including a deed of novation) reasonably required by Quad Code to effect such a transfer. If you

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do not agree to Quad Code assigning its rights, you may terminate this Agreement. However, termination in this case does not affect any obligations owed by you, or rights of Quad Code with regard to any open Contracts held by you.

- 32.4 You are responsible for the payment of all taxes that may arise in relation to your Contracts. You are responsible for obtaining your own tax advice in relation to this Agreement and any transactions and Contracts under it.
- 32.5 If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such clause will be severed from the Agreement and the other provisions of this Agreement will remain in full force and effect.
- 32.6 No failure or delay by us to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy. Nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 32.7 In the event of a conflict between this Agreement, the Account Opening Form, the PDS and any other ancillary document referred to in this Agreement, the order of precedence shall be:
- (a) the PDS;
 - (c) this Agreement;
 - (d) the Account Opening Form; and
 - (e) any other ancillary document referred to in this Agreement.