

CUSTOMER ACCESS AGREEMENT - ANNEX

AUTHORISED JURISDICTIONS AND REGULATORY TESTS

Section 1 - Authorised Jurisdictions - The list of FXMarketSpace Authorised Jurisdictions is set out in Section 1. If Customer is accessing the FXMarketSpace Platform from any jurisdiction listed in Section 1, it must qualify under the applicable Regulatory Test, in addition to the requirements below and in Section 2.

FXMarketSpace may admit as members or participants investment firms, credit institutions and other persons who:

- are fit and proper;
- have a sufficient level of trading ability and competence;
- have, where applicable, adequate organisational arrangements; and
- have sufficient resources for the role they are to perform, taking into account the different financial arrangements that the regulated market may have established in order to guarantee the adequate settlement of transactions.

Further information may be required by FXMarketSpace before we can proceed with your application.

Section 2 – Qualification - All Customers must also qualify as Eligible Contract Participants under the US test unless Customer agrees to trade only certain exempt products. This requirement applies to all Customers no matter where they are located. Customer must complete Section 2 to indicate its qualification or indicate if none of the listed categories apply. If Customer acts as a Fiduciary or is itself a Fiduciary Client, then the additional provisions in Annex B also apply.

Instructions for Completion

Customer must complete **Section 1 and Section 2** to indicate its qualification or indicate if none of the listed categories apply and if applicable complete the additional information section and provide the documents requested.

REPRESENTATIONS APPLICABLE TO ALL CUSTOMERS TRADING FOR THEIR OWN ACCOUNT

Customer makes the representations, warranties and covenants to FXMarketSpace (which representations, warranties and covenants shall be deemed repeated at the time of each Access to or use of the FXMarketSpace Platform by Customer) set out in Section 1 and Section 2 and as set out below:

If Customer is trading as a principal on its own account:

EITHER

Customer is an Eligible Contract Participant (within the meaning of the US CEA Section 1a(12)(A)) that falls within one of the categories set out in Section 2 and each transaction by Customer in an FXMarketSpace Product is a transaction by Customer acting as a principal for its own account.

OR

Customer shall only trade the Relevant Products on the FXMarketSpace Platform.

- **“Eligible Contract Participant”** has the meaning set out in the US CEA. However, not all categories of Eligible Contract Participant qualify to trade all FXMarketSpace Products – please see Section 2.
- **“Relevant Products”** means those FXMarketSpace Products that FXMarketSpace has authorised for trading by Persons who are not Eligible Contract Participants

REPRESENTATIONS APPLICABLE TO CUSTOMERS WHO ARE FIDUCIARIES OR HAVE FIDUCIARIES TRADING ON THEIR ACCOUNT

The parties agree as follows:

1. If Customer is a Fiduciary:

- (A) Customer must be authorised to Access and use the FXMarketSpace Platform to transact in Authorised Products on behalf of its Fiduciary Clients in accordance with this Agreement, and in particular:
- (i) Customer shall comply with FXMarketSpace customer registration procedures in relation to Fiduciary Clients prior to the submission of any Message on the FXMarketSpace Platform on behalf of a Fiduciary Client;
 - (ii) Customer shall at all times be responsible for any Messages entered, or transactions entered into by the Customer on behalf of its Fiduciary Clients; and
 - (iii) Customer shall be responsible to FXMarketSpace for the timely payment of all Fees payable in respect of Customer's Access to and use of the FXMarketSpace Platform on behalf of any Fiduciary Client and shall timely perform, or cause to be performed, all collateral, margin, settlement and related obligations in respect of transactions in FXMarketSpace Products resulting from Messages generated by Customer.
- (B) Customer makes the representations, warranties and covenants to FXMarketSpace set out below, and these representations, warranties and covenants shall be deemed to be repeated at the time of each Access to or use of the FXMarketSpace Platform by Customer:

EITHER

- (i) Customer is an Eligible Contract Participant within the meaning of CEA Section 1a(12)(B)(ii)¹ acting as Fiduciary on behalf of its Fiduciary Clients; and
- (ii) Customer falls within one of the categories of Eligible Contract Participant¹; and

¹ See Section 2

- (iii) each Designated Fiduciary Client is an Eligible Contract Participant within the meaning of CEA Section 1a(12)(A)¹; and
- (iv) each transaction by Customer in an FXMarketSpace Products is a transaction by Customer trading for the account of such Fiduciary Client as described in CEA Section 1a(12)(B)(ii)¹.

OR

Customer shall only trade the Relevant Products on the FXMarketSpace Platform on behalf of its Fiduciary Clients.

2. If Customer is a Fiduciary Client:

- (A) All Messages generated by a Fiduciary of Customer and resulting transactions shall be deemed to be Messages and transactions of Customer.
- (B) Customer shall:
 - (i) be responsible for any Access to or use of the FXMarketSpace Platform by its Fiduciaries; and
 - (ii) be responsible for and bound by all Messages generated by any such Fiduciary on behalf of Customer and all resulting transactions and obligations.
- (C) Each of Customer's Fiduciaries or, in the case of a Fiduciary that is a legal entity or partnership, each of the Fiduciary's Representatives, shall be deemed to be a Representative of Customer for all purposes under this Agreement and Customer shall cause each Fiduciary to, and shall cause each Fiduciary to cause its Representatives to, comply with this Agreement as if they were Representatives of Customer.
- (D) Customer makes the representations, warranties and covenants to FXMarketSpace set out below, and these representations, warranties and covenants shall be deemed to be repeated at the time of each Access to or use of the FXMarketSpace Platform by Customer:

EITHER

Customer is an Eligible Contract Participant within the meaning of CEA Section 1a(12)(A) and that has authorised one or more Fiduciaries to commit Customer to transactions undertaken on the FXMarketSpace Platform and, with respect to each such Fiduciary, the Fiduciary is:

- (i) an Eligible Contract Participant within the meaning of the CEA Section 1(a)(12)(B)(ii) acting as investment manager or fiduciary (but excluding a person acting as broker or performing an equivalent agency function) for another person described in CEA Section 1(a)(12)(A); and
- (ii) authorised by such person to commit such person to the transaction, and each transaction by Customer in an FXMarketSpace Products is a transaction by Customer trading for the account of such Fiduciary Client as described in Section 1a(12)(B)(ii);

OR

The Customer shall only permit the Fiduciary to trade Relevant Products on behalf of Customer.

Date: (DD/MMM/YYYY) _____ **[to be inserted by FXMarketSpace].**

FXMARKETSPACE LIMITED

CUSTOMER

SIGNED:

SIGNED:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE OF SIGNATURE: (DD/MMM/YYYY)

DATE OF SIGNATURE: (DD/MMM/YYYY)

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SECTION 1 – AUTHORISED JURISDICTIONS AND ADDITIONAL REGULATORY TESTS

Customer, its Fiduciaries, its Authorised Traders and its Automated Message Generators may Access and use the FXMarketSpace Platform to trade in Authorised Products solely from and within the Authorised Jurisdictions and Customer must qualify under and comply with the applicable Regulatory Tests at all times.

Authorised Jurisdictions: Customer makes the applicable representations, warranties and covenants to FXMarketSpace (which representations, warranties and covenants shall be deemed repeated at the time of each Access to or use of the FXMarketSpace Platform by Customer).

Authorised Jurisdiction	Additional Requirements, Representations and Covenants of Customer
Austria	
Bahrain	
Belgium	
Canada	
Cyprus	
Czech Republic	
Denmark	
Finland	
France	
Germany	
Gibraltar	
Greece	
Hong Kong	
Hungary	
Ireland	
Italy	
Japan	
Luxembourg	
Mauritius	
Mexico	
Netherlands	
New Zealand	<p>Customer is a legal entity²:</p> <p><input type="checkbox"/> whose principal business is the investment of money as stated in section 3(2)(a)(II) of the Securities Act 1978; or</p> <p><input type="checkbox"/> who in the course of and for the purposes of its business, habitually invests money, as stated in section 3(2)(a)(ii) of the Securities Act 1978.</p>
Norway	
Poland	
Portugal	
Singapore	
South Korea	
Spain	
Sweden	
Switzerland	
United Kingdom	
USA	

² Please select

SECTION 2 – QUALIFICATION

Customer must indicate below the categories under which it qualifies.

- These tests apply to the entity which is signing the FXMarketSpace Customer Access Agreement, not a parent or an affiliate.
- This requirement applies to all Customers no matter where they are located.
- This is summary information only. If you are not sure, you must seek legal advice. Your institution is making a contractual representation about its status.

Customer represents, warrants and covenants to FXMarketSpace (which representations, warranties and covenants shall be deemed repeated at the time of each Access to or use of the FXMarketSpace Platform by Customer) that the information that is provided in this Section is true and accurate and shall notify FXMarketSpace as soon as possible if it ceases to be true.

CEA - means the U.S. Commodity Exchange Act of 1922, as amended and as in effect from time to time.

Select	ELIGIBLE CONTRACT PARTICIPANT - CEA Section 1a(12)(A) Customer is any of the following and is acting for its own account:
(i) <input type="checkbox"/>	a financial institution
(ii) <input type="checkbox"/>	an insurance company that is regulated by a US State, or that is regulated outside the US and including a regulated subsidiary or affiliate of such an insurance company Only some non-US regulated entities qualify, please provide the information at the end of this Section
(iii) <input type="checkbox"/>	an investment company regulated under the US Investment Company Act or a non-US person performing a similar role or function subject as such to non-US regulation <i>If you are relying on non-US regulation please provide the information at the end of this Section</i>
(iv) <input type="checkbox"/>	a commodity pool that: <ul style="list-style-type: none"> ▪ has total assets exceeding US\$5,000,000; and ▪ is formed and operated by a person subject to regulation under the U.S. Commodities Exchange Act or a non-US person performing a similar role or function subject as such to non-US regulation <i>If you are relying on non-US regulation please provide the information at the end of this Section</i>
(v) <input type="checkbox"/>	a corporation, partnership, proprietorship, organization, trust, or other entity: <ul style="list-style-type: none"> ▪ that has total assets exceeding US\$10,000,000; or ▪ the obligations of which are guaranteed or otherwise contractually supported by an entity that either: <ul style="list-style-type: none"> • has total assets exceeding US\$10,000,000; or • is a financial institution, insurance company, investment company, commodity pool or governmental entity otherwise coming within the definition of Eligible Contract Participant; or • that both: <ul style="list-style-type: none"> ○ has a net worth exceeding US\$1,000,000; and ○ is entering into transactions solely to manage the risk associated with an asset or liability owned or incurred by the entity in the conduct of its business <i>If selecting this option please provide the information at the end of this Section</i>
(vi) <input type="checkbox"/>	certain governmental entities <i>Only certain entities qualify, please provide the information at the end of this Section</i>
(vii) <input type="checkbox"/>	<ul style="list-style-type: none"> ▪ a broker or dealer subject to regulation under the US Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.); or ▪ a non-US person performing a similar role or function subject as such to non-US regulation but not an individual or proprietorship <i>If you are relying on non-US regulation please provide the information at the end of this Section</i>
(viii) <input type="checkbox"/>	<ul style="list-style-type: none"> ▪ a futures commission merchant subject to regulation under the CEA; or ▪ a non-US person performing a similar role or function subject as such to non-US regulation but not an individual or proprietorship <i>If you are relying on non-US regulation please provide the information at the end of this Section</i>

Select	ELIGIBLE CONTRACT PARTICIPANT - CEA Section 1a(12)(A) Customer is any of the following and is acting for its own account:
(ix) <input type="checkbox"/>	<p>an employee benefit plan subject to the US Employee Retirement Income Security Act of 1974 (“ERISA”) (29 U.S.C. 1001 et seq.), or a non-US entity performing a similar role or function subject to non-US regulation:</p> <ul style="list-style-type: none"> ▪ that has total assets exceeding US\$5,000,000; or ▪ the investment decisions of which are made by: <ul style="list-style-type: none"> • an investment adviser or commodity trading adviser subject to regulation under the Investment Advisers Act of 1940 or the Commodities Exchange Act (as applicable), • a non-US person performing a similar role or function subject as such to non-US regulation, • a financial institution; or • an insurance company. <p><i>If you are relying on non-US regulation please provide the information at the end of this Section</i></p> <p>If Customer:</p> <ul style="list-style-type: none"> ▪ is a Plan or has a Fiduciary Client that is a Plan or ▪ is Accessing or using the FXMarketSpace Platform and FXMarketSpace Services on behalf of, or with the assets of, any Plan, <p>then Customer (and anyone signing on behalf of a Fiduciary Client) represents that such Access to and use of the FXMarketSpace Platform and FXMarketSpace Services will not constitute or result in a non-exempt prohibited transaction or other violation under Title I of ERISA, Section 4975 of the Internal Revenue Code, Section 8477 of FERSA or any other substantially similar non-US, federal, state or local law (“Similar Law”).</p> <p>FERSA – means the U.S. Federal Employees’ Retirement System Act of 1986, as in effect from time to time;</p> <p>Internal Revenue Code – means the U.S. Internal Revenue Code, as in effect from time to time;</p> <p>Plan - means any “employee benefit plan” (as defined in Section 3(3) of ERISA) subject to Title I of ERISA, any “plan” (as defined in Section 4975(e)(1) of the Internal Revenue Code) subject to Section 4975 of the Internal Revenue Code, any other plan subject to FERSA or Similar Law, or any entity whose assets include the assets of any of the foregoing entities by reason of 29 CFR 2510.3-101 or otherwise.</p>

Select	ELIGIBLE CONTRACT PARTICIPANT - CEA Section 1a(12)(B)(ii) Customer is any of the following:
	<ul style="list-style-type: none"> ▪ when acting as investment manager or fiduciary acting on behalf of another person described in paragraph (A) above; and ▪ who is authorised by such person to commit such person to the transaction
(x) <input type="checkbox"/>	an investment adviser subject to regulation under the US Investment Advisers Act of 1940 and if Customer is an “investment adviser” of any “registered investment company” (“RIC”) within the meaning of the U.S. Investment Company Act of 1940 (the “ICA”), (i) the operation of the FXMarketSpace Platform will not result in any transaction that is prohibited under the ICA
(xi) <input type="checkbox"/>	<ul style="list-style-type: none"> ▪ a commodity trading advisor subject to regulation under the US Commodities Exchange Act; or ▪ a non-US person performing a similar role or function subject as such to non-US regulation <p><i>If selecting this option please provide the information at the end of this Section</i></p>
(xii) <input type="checkbox"/>	a person described in (i), (ii), (iv),(v), (vii) or (viii) above. <i>Please indicate which category and also provide details of non-US regulation if applicable</i>

Select	NONE OF THE ABOVE
(xiii) <input type="checkbox"/>	Customer does not qualify under any of the above categories <i>If selecting this option please provide the information at the end of this Section</i>

Additional Information - If required above, please provide details of the following. We may need to contact you for additional information.

Options (ii), (iii), (iv), (v), (vii), (viii), (ix), (xi) or (xii) above.

Your regulator	
Your type of permission or authorisation	
Your reference number	

If you have selected (v) above, please also provide:

- details of your listing, if any, on any Stock Exchange, or details above of any parent or affiliate which is regulated or authorised by a governmental body:

OR

- a copy of your certificate of incorporation or equivalent document
- a list of the names of all your directors/officers/partners or equivalent and the names of all your beneficial owners/shareholders that hold over 25%
- evidence of your signatory's authority to sign (e.g. certified copy of a power of attorney or board resolution)
- a copy of the passport or other photo identification of your signatory
- a copy of your latest audited accounts

If you have selected (vi) above, please provide details:

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