



MEX AUSTRALIA PTY LTD - DIFC BRANCH CLIENT AGREEMENT

1. Introduction

The DIFC Branch of MEX Australia PTY Ltd is authorised and regulated by the DFSA (with DFSA reference number F004403) to provide certain Services in or from the DIFC. MEX Australia PTY Ltd, DIFC Branch' ("MEX DIFC") registered office and principal place of business is at Unit GV-00-10-03-BC-08, Level 3, Gate Village Building 10, Dubai International Financial Centre, Dubai, United Arab Emirates.

MEX DIFC is a branch of MEX Australia PTY Ltd ("MEX Australia"), which has Australian Financial Services Licence (ASFL) No. 416279. MEX Australia's head office is located at Level 22, Suite 5, 227 Elizabeth St, Sydney NSW 2000 Australia.

These Terms constitute a client agreement for the purposes of the Conduct of Business Module of the DFSA Rulebook.

In addition to these Terms, the Services shall also be subject to Applicable Law, Banking Practice, Internal Regulations and any other terms agreed between you and the Branch in writing.

All Applicable Agreements are entered into on the basis that the Terms and all Applicable Agreements form one single agreement which governs your relationship with the Branch.

The provisions contained in these Terms shall apply to each of the Services provided by us. Where services are provided by MEX Australia, such services will be subject to different terms and to the laws and regulations applicable in Australia which are relevant to those services.

Capitalised words used in these Terms are explained in the Appendix or are used in their context as defined terms in the Glossary Module of the DFSA Rulebook.

Words in the Terms denoting the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa and any person or party shall include any individual, company, body corporate or unincorporated association, partnership, firm, joint venture or trust.

Headings used are for ease of reference only and shall not affect the interpretation of these Terms.

You should read this document carefully and keep it safe for future reference. If you are unsure of any of the provisions contained in this document, you should consider taking professional/legal advice.



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2. Client classification

You may be classified as a Retail Client, Professional Client or a Market Counterparty under the DFSA Conduct of Business Module to ensure that you receive an appropriate level of regulatory protection. We will assess your classification based on the details and information you supply to us. If we classify you as a Market Counterparty, we will give you prior written notification of such classification, and you will have 5 days from the date you sign this Agreement to opt to be classified as a Professional Client or a Retail Client. If we classify you as a Professional Client, we will notify you, and you will have 5 days from the date you sign this Agreement to opt to be treated as a Retail Client. Retail Clients are afforded a higher level of protection than Professional Clients and Market Counterparties pursuant to the DFSA Rulebook.

If you do not classify as a Professional Client or you elect to be treated as a Retail Client, we may need to gather further information about you, your objectives and your circumstances in order to offer the best service that we are able. You understand that if you are reclassified as a Retail Client at any time, certain Services may no longer be available to you.

By signing this Client Agreement, you understand that if you are classified as a Retail Client by MEX DIFC, your ability to trade Contracts for Difference's ("CFD's") with MEX Australia will be limited the amount of leverage that can be provided as follows:

- a) 50:1 (2%) for those with major currency pairs, major indices, and gold underlying;
- b) 10:1 (10%) for those with shares of individual stocks underlying; and
- c) 20:1 (5%) for those with any other underlying, including minor currency pairs and oil.

Furthermore, if you are classified as a Retail Client by MEX DIFC, you will not have the ability to fund your trading account, held with MEX Australia, using a credit card.

You should be aware that it is difficult for us to fulfil our obligations to you if you do not answer questions about your financial circumstances, objectives and approach to investment risk both fully and accurately.

3. Our services

The Branch will offer the following Services to you:

- a) Arranging Deals in Investments;
- b) customer support in relation to your trading account held with MEX Australia; and
- c) other Services as the Branch is authorised by the DFSA to offer to you from time to time.



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Under these Terms, we will not:

- a) execute transactions on your behalf as agent (although we may arrange for the dealing of an investment where instructions and orders are received by you);
- b) hold your money or assets as Client Assets, as defined in the DFSA Rulebook;
- c) keep your investments in safe custody;
- d) be obliged to provide any confirmation notes in respect of any instructions or orders received from you for execution, although we may opt to do so; or
- e) be obliged to provide any valuations or other periodic statements in relation to your investments, although we may opt to do so.

If you are classified as a Professional Client or Market Counterparty, we may limit the extent to which we will consider the appropriateness of Investments to your investment objectives, risk tolerance and any other relevant facts about you of which we may be aware, when carrying on any activity described in these Terms. As a Professional Client or Market Counterparty you consent to us limiting the extent to which we will consider appropriateness.

Further, should your situation change, you shall notify us of such change immediately and provide us with any information relating to that change.

4. Identity information

We are required by Applicable Law to maintain up-to-date identity information on all our clients. Accordingly, upon our request, you shall provide such information to us to our satisfaction. Such information may include the ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of instructions in relation to any transaction or in relation to any dealings with us or MEX.

We may, pending receipt by us of such information, decide, in our absolute discretion and at any time, not to act (even if such declining may result in any loss) or not to give effect to any of your instructions and/or to suspend or terminate the effecting of any transaction.

You confirm that you are acting solely on your own behalf and are not acting as trustee or agent for any other person except as has been disclosed to us in writing.

You confirm that any information given to us including, without limitation, all statements in an account opening form is true, complete and accurate and is not misleading.

All Clauses within this section shall survive termination of your relationship with us.



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5. Investment information

You authorise us to provide you, from time to time, with information about the Services we offer and the kinds of Investments that may, in our view, be appropriate for you; and you agree and understand that we are not authorised to provide any information, advice or recommendation.

You cannot rely on MEX DIFC for the provision of any advice or investment recommendation and you should make your own decisions. We shall be under no liability in respect of the performance or outcome of any investment made by you.

6. How we deal with you

Our role in relation to instructions or orders received from you shall be strictly limited to forwarding such instructions or orders, during Regular Business Hours, to MEX Australia, with whom you have a separate relationship, governed by separate agreements.

We do not have the power to act on behalf of, and with binding effect for, MEX Australia. In particular, any information provided to you by us as to rates of MEX Australia, or prices for Investments applicable to transactions of MEX Australia, are indicative only and do not bind MEX Australia unless MEX Australia has confirmed such information.

To avoid possible disputes, we require you to give us instructions in a durable medium (e.g. letter, fax or email). We can accept oral instructions; however we may refuse to accept instructions unless they are subsequently confirmed by you in a durable medium. We cannot guarantee that instructions received in a durable medium will be acted upon immediately. Any urgent instructions (in particular, any requests to deal) should be followed up verbally by you to ensure such an instruction has been received by us. We cannot be held liable for price movements until the instruction in a durable medium is received and acknowledged by us.

We may reject any instruction or order on the basis that it is not signed correctly or in any other way is in breach of any Applicable Law, these Terms or the terms of any other Applicable Agreements or agreements you have with MEX Australia.

It is our practice to record telephone conversations with clients and professional counterparties. You agree that we may record telephone discussions with you or any third parties and that any such recording may be submitted in evidence to any court or in any Proceedings. Copies of recordings that we make of conversations with you by telephone will be available on request for a period of up to 6 months.

We reserve the right at all times to refuse to accept any instructions given or services requested by you without stating a reason for such refusal. Notwithstanding that you may have given instructions to the contrary, we shall not be liable to you for any costs or damage which may be caused by us acting in



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accordance with Applicable Law, any relevant Banking Practice or our Internal Regulations or with the terms of any other Applicable Agreements or agreements entered into with other third parties.

Unless otherwise agreed, we will not be obliged to give or make any acknowledgement of instructions from you.

We may introduce you to an Affiliate or other institution outside the DIFC which may not be an authorised person subject to regulation under the DFSA Rulebook, and money or assets held by such an Affiliate or institution on your behalf may be treated differently to how it would be treated if it were held by a firm authorised by the DFSA.

7. Our authority

We are authorised (but are not obliged) to exercise the following powers and act in the following manner without prior reference to you:

- a) to conduct all dealings and functions hereunder so as to comply with Applicable Law;
- b) to comply with, at our discretion, the provisions of any Applicable Law which impose or purport to impose on a holder of any investments a duty to take or refrain from taking any action in connection with any investments;
- c) to utilise the services of any Agent of our choice; and
- d) to provide any relevant authority or corporation acting as a depository for CFDs located in any jurisdiction any information in connection with the Terms in relation to any relevant CFDs and any dealings in them including the name of the beneficial owner or owners and any particulars and documentation relating to the CDFs as may in the opinion of our legal advisers be required by Applicable Law.

8. Fees and expenses

Unless otherwise agreed with you in writing, we will not charge you separate fees for our Services. We may be reimbursed by way of fees and commissions paid by you to MEX Australia.

In addition, you will be responsible for payment of any taxes, transfer fees, registration fees, stamp duty and all other liabilities, charges, costs and expenses payable and properly incurred by MEX DIFC in connection with your transactions or Accounts from time to time.

9. Complaints

If you are dissatisfied with the Services, we have provided to you, we are keen to hear from you in order that we may improve our service and monitor the outcomes for our clients. You are entitled to receive



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from us a copy of our DIFC Branch Complaints Policy free of charge, which we will provide to you upon request.

If you are dissatisfied with any aspect of our service, you may raise it with your Relationship Manager in the first instance, and if you remain dissatisfied, please write to the Compliance Officer, MEX Australia PTY Ltd, Unit GV-00-10-03-BC-08, Level 3, Gate Village Building 10, Dubai International Financial Centre, Dubai, United Arab Emirates.

Within 30 days of receiving your complaint, we will send you either:

- a) a final response letter, explaining how we intend to resolve your complaint; or
- b) a holding response letter, making clear that the matter is still under investigation and that we will contact you again in due course.

If your complaint is not resolved within 30 days of receipt, then within 60 days of receiving your complaint, we will send you either:

- a) a final response letter; or
- b) a further holding response letter, explaining why we are still unable to resolve the matter, with an indication of when we expect to be able to do so.

If you are not satisfied with the terms of redress, we will inform you of other avenues, if any, for the resolution of the complaint, such as an external dispute resolution arrangement, arbitration or the DIFC courts.

If we consider that another regulated financial institution is entirely or partly responsible for the matter complained of, we may refer the complaint to that institution, in line with the following:

- a) We will inform you promptly and in writing that we would like to refer the complaint, either entirely or in part, to another regulated financial institution and obtain your written consent to do so;
- b) If consent is granted, we will refer the complaint promptly, in writing, to the institution concerned;
- c) Inform you promptly, in writing, that the referral has been made together with adequate contact details of the individual at that institution who will be responsible for handling the complaint to its conclusion and will deal with you directly;
- d) Continue to handle any part of the complaint that has not been referred.

10. Conflicts of interest

During the course of providing our services under this Agreement there may be times when we, another company within the MEX Group or an Associate, may have an interest, relationship or arrangement in relation to an investment, a transaction or a Service provided to you.



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Under applicable Regulations we are required to have in place arrangements with a view to taking all appropriate steps to identify and to prevent or manage conflicts of interest between:

- a) ourselves (including our managers, employees and certain others connected to them) and you; or
- b) you and another client of ours that arise or may arise in the course of us providing the Services under this Agreement.

If such arrangements made by us are not sufficient to ensure, with reasonable confidence, that the risk of damage to your interests will be prevented, we will disclose to you the general nature or sources of the conflict of interest (or both) and the steps taken to mitigate those risks.

We maintain a conflict of interest register to identify, prevent and manage such actual or potential conflicts of interest. Our conflicts of interest register is reviewed on an annual basis.

11. Use of data

From time to time, it will be necessary for you to supply us with data (including Personal Data) to enable us to provide the Services and otherwise fulfil our obligations under these Terms or Applicable Law. Failure to supply, or to allow us to use or disclose, such data may result in us being unable to provide or continue to provide any of the Services to or for you in the DIFC or elsewhere. It is also the case that data is collected from you in the ordinary course of business.

Full details on how we use your personal information are available in the Privacy Notice on our website or in hard copy on request.

Changes may be made to that Privacy Notice where permitted or required by applicable law. The information below is intended as a non-exhaustive summary.

The purposes for which data may be used by us (whether before or after the termination of your relationship with us) are set out as follows:

- a) implementing arrangements set out in these Terms or for any purposes connected with the Services offered to you by us or MEX Australia;
- b) meeting any requests or requirements to make disclosure under Applicable Law;
- c) any purpose permitted by Applicable Law; and
- d) any purpose relating to any of the above.

Data held by us or MEX relating to you and/or your Account shall be kept confidential but we may, at our sole discretion, use, share, process, or otherwise disclose such information, including but not limited to:

- a) any agent, contractor or third party service provider (whether in the DIFC or elsewhere) who provides administrative, telecommunications, computer, payment, debt collection or securities



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clearing or other services to us or MEX Australia in connection with the operation of our or its business;

- b) any branch or office of MEX Australia, whether in the DIFC or elsewhere;
- c) any financial institution with which you have or propose to have dealings;
- d) credit reference agencies and, in the event of default, to debt collection agencies;
- e) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- f) any actual or proposed assignee or transferee of the Branch or participant or sub-participant or transferee of the Branch's rights with regard to you or any of your guarantors;
- g) any person or entity (including any Affiliate) who has established or proposes to establish any business relationship with us or MEX or the recipient of the data; and
- h) any person in accordance with Applicable Law.

You agree that data may be transferred outside of the DIFC pursuant to the provisions of this clause and in accordance with the Privacy Notice on our website.

You acknowledge and accept the risks that the information disclosed pursuant to this clause may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms than would otherwise be the case in the DIFC due to differences in applicable laws and regulations.

You agree and hereby consent to allow us to use or disclose your data for the purposes or to those persons as set out in this clause.

Where you supply us with any data or information (including Personal Data) about yourself or others, you represent and warrant to us that you have taken all action necessary to authorise the disclosure of such data or information to us, have obtained any consent required or are otherwise entitled to provide this data and information to us, including the use by us of such data and information as set out in these Terms.

12. Liability

We will carry out our duties with reasonable skill, care and diligence. As long as we do this, we do not accept any liability, to the extent permitted by Applicable Law, for loss (whether direct or indirect) which arises in the course of the provision of our Services. We only accept responsibility for gross negligence, willful default or fraud by us or any of our employees acting for us.

Nothing in these Terms is intended to have, or has, the effect of excluding or restricting our duties or liabilities to you to the extent prohibited under Applicable Law.



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13. Commencement

These Terms shall come into force when you sign the acceptance in clause 27 below.

14. Amendments to the Terms

We reserve the right to modify the terms and conditions set out in this Client Agreement. You shall be given written notice of these modifications unless it would be impractical for us to provide such written notice. Where written notice is given, you shall be deemed to have agreed to such modifications unless we receive a notice in writing to us within 14 days of the date of the notice whereupon all Services provided by us may be immediately terminated by us. You hereby confirm that your agreement to be bound by any future modification is in consideration of us continuing to provide Services to you and continuing this relationship with you.

15. Termination

Either party may terminate these Terms by giving the other party 30 days' prior written notice.

Termination shall not affect any action by us, or our Agents or Affiliates permitted under these Terms initiated prior to the date of termination or any indemnity or warranty given by you under this section of these Terms or implied by Applicable Law.

Termination of these Terms shall have no effect on nor result in termination of any other agreement, contract or terms applicable to services provided to you by another part of MEX Australia, which shall continue in full force and effect as a separate agreement, contract or terms.

16. Our right of waiver

A failure or delay by us in exercising any right in respect of these Terms will not be presumed to operate as a waiver, and a single or partial exercise of any right will not preclude any subsequent or further exercise, of that right or the exercise of any other right.

The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.



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17. Bankruptcy/insolvency

If we or MEX Australia receive notice of any insolvency proceedings in relation to you, we may suspend all or any services provided under this Agreement and MEX may suspend any and all operations relating to your Account until we and/or MEX are satisfied that such insolvency proceedings have been irrevocably discharged. After such suspension, and notwithstanding anything contained in these Terms or any Applicable Agreement, MEX Australia may in its absolute discretion refuse to act in accordance with all or any instructions relating to the operation of the Account so suspended (whether given before or after receipt of such notice of insolvency proceedings in relation to you).

MEX Australia shall not be liable to you for any action taken or not taken by it with respect to any Account the operation of which is suspended under this clause unless directly caused by its negligence or misconduct.

18. Death

In the event that you should die whilst a client of the Branch your Accounts will be suspended. No instructions over any Account will be accepted until the title of your personal representatives to the Account has been established at which point your personal representatives may instruct us to sell, transfer or otherwise dispose of your assets.

19. Severability

The invalidity, unenforceability or illegality of any provision of these Terms under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as may be necessary to make it valid.

20. Further acts

You shall from time to time upon request promptly perform such acts and sign and execute and deliver any and all such further instruments, certificates, agreements, proxies, authorities or documents whatsoever as we may consider necessary or desirable for the performance or implementation of Services by us.



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21. Circumstances beyond our control

If we are prevented from or hindered or delayed in the performance of any or all of our obligations under the Terms by any reason beyond our control, we shall have no liability in respect of the performance of such obligations as are prevented, hindered or delayed so long as such circumstances continue, and (where appropriate) for such time after they cease, as is necessary for us to recommence our affected operations in order for us to perform our obligations.

22. Notice

Any notice or communication may be sent to you in writing at your address on record, or to your email address on record. Such notice or communication shall be deemed to have been duly sent and received by you:

- a) if delivered personally, at the time of delivery;
- b) if sent by letter, on the second Business Day after posting if your address is a Dubai address, or on the sixth Business Day after posting if your address is not in Dubai;
- c) if sent by email, at the time of dispatch, unless a delivery failure notice is received.

Any notice or communication from you to us shall be effective only when actually received by us at our registered address and marked for the attention of the relevant person as we may from time to time notify you.

23. Assignment

These Terms may not be assigned by you without our prior written consent. These Terms may be assigned by us, subject to Applicable Law.

24. Waiver of immunities

You irrevocably waive, to the fullest extent permitted by law, with respect to you and your assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- a) suit;
- b) jurisdiction of any court;
- c) relief by way of injunction, order for specific performance or for recovery of property, attachment of assets (whether before or after judgment); and



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- d) execution or enforcement of any judgment to which you or your assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree, to the extent permitted by law, that you shall not claim any such immunity in any Proceedings.

25. Applicable law and place of jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Australia. With respect to any suit, action or other proceedings relating to these Terms, and any aspects of your relationship with us, you irrevocably submit to the non-exclusive jurisdiction of the courts of the DIFC.

This clause is without prejudice to any agreement regarding applicable law and jurisdiction/arbitration provisions between yourself and any of our Affiliates (including, for the avoidance of doubt, MEX Australia) or any other member of the MEX Group.

26. Joint Accounts

Unless otherwise agreed in writing, we will consider all joint Account holders as authorised to provide instructions and orders, receive notices and to operate your Account(s) with us on behalf of the other joint Account holder.

On the death of any one or more joint Account holders, these Terms will not terminate and, subject to the application of applicable laws of succession, we may treat the survivor(s) as the only party to the Terms, provided that we reserve the right to act on the instructions of the authorised personal representatives of any such person who has died on our receiving proof of their authority.

27. Acceptance

I declare that the information provided for the purposes of setting up the Services is true and complete and I will promptly notify the Branch of any changes. I have read and understood these Terms.



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Appendix

In these Terms, the following words and expressions shall (unless the context otherwise requires) have the following meanings:

"Affiliates" means MEX Australia PTY Ltd and any direct or indirect subsidiary of MEX Australia PTY Ltd;

"Account" means an account of any description, including any sub-account, opened or to be opened from time to time with MEX Australia PTY Ltd (whether present or future and of a investment or leveraged nature);

"Agent" means any broker, dealer, counterparty, collection, remitting or settlement bank, custodian or sub-custodian selected or used by the Branch to execute your instruction on its behalf or on its behalf provide services to you;

"Applicable Agreement" means any document, agreement, security document or terms of business (including, without limitation, any advice but excluding, for the avoidance of doubt, these Terms) as may be signed by you, or binding on you or agreed between you and the Branch or any of its Affiliates from time to time;

"Applicable Law" means any law, rule, regulation, order, ruling, judicial interpretation or directive (whether or not having the force of law) referred to in these Terms and/or which is applicable to the Branch, its Agents and/or Affiliates, any of their activities and/or any of the services provided hereunder, whether in DIFC or elsewhere, from time to time, including without limitation:

- a) any requirement, code, guideline, policy, recommendation or request (whether or not mandatory) made by any Regulator; and
- b) the rules, customs and practices of any exchange, market, clearing house, registration system or depository;

"Branch" means the DIFC branch of MEX Australia PTY Ltd;

"Business Day" means a day on which commercial banks in the DIFC are open for business;

"Client" means any person or persons to whom the Branch may, from time to time, provide Services, in or from the DIFC;

"DFSA" means the Dubai Financial Services Authority;

"DFSA Rulebook" means the rulebook published and amended from time to time by the DFSA;

"DIFC" means the Dubai International Financial Centre;

"Internal Regulations" means MEX Australia PTY Ltd and MEX Australia PTY Ltd, DIFC Branch's internal regulations and compliance and control procedures;



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“Investments” means permitted investments in respect of which the Branch may provide Services pursuant to its licence from the DFSA;

“MEX Australia” means MEX Australia PTY Ltd;

“MEX DIFC” means MEX Australia PTY Ltd, DIFC Branch

“Personal Data” means personal data within the meaning of the DIFC Data Protection Law 2019;

“Proceedings” means any suit, action or other proceedings relating to these Terms, any Account and any aspects of the Account and/or your relationship with us or MEX Australia;

“Regular Business Hours” means 9 am to 5 pm (UAE time) on any Business Day;

“Regulator” means the DFSA or any other regulator, government or government body with the authority or ability to regulate MEX Australia PTY Ltd, DIFC Branch or its activities and/or in relation to whose directives, recommendations or practices MEX Australia PTY Ltd, DIFC Branch is required, expected or accustomed to comply with;

“Services” means the financial services provided by the Branch pursuant to its licence from the DFSA, as set out in clause 3 and as may be amended from time to time;

“Terms” means this agreement, as amended from time to time;

“we”, “us” and “our” means the Branch; and

“you” and “your” means the Client.