

Forex Sport Pty Ltd Client Agreement



1. ABOUT THIS AGREEMENT

- 1.1 Forex Sport Pty Ltd ("**Forex Sport**") is an Australian incorporated company.
- 1.2 Forex Sport is authorised and regulated by the Australian Securities and Investments Commissions ("**ASIC**") under the Australian Financial Services licence number 401379.
- 1.3 FX Transactions are requested, agreed, issued and managed on the terms set out in this Agreement.
- 1.5 To establish the account, the Client must complete an Application Form and that must be accepted by Forex Sport. Forex Sport may, in its sole and absolute discretion, refuse to accept you as a Client for whatever reason.
- 1.6 This Agreement will apply to the Client from the time Forex Sport accepts the Application Form. The Application Form may be in paper form or electronic form.
- 1.7 You may appoint one or more Authorised Persons. An Authorised Person shall have unlimited authority to give us Instructions on your behalf. We will rely on Instructions received by the individual/s appointed by you as Authorised Persons in this Agreement until such time as you revoke or vary that authority by giving us 48 hours notice in writing.
- 1.8 We may amend this Agreement by giving written notice to you. Each amendment will become effective on the date specified in the notice. Any such amendment will apply to all FX Transactions on or after the effective date specified in the notice.
- 1.9 Capitalised terms used in this Agreement are defined in section 14.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Client represents and warrants that:
 - (a) the Client is acting as principal only and not as agent for any third party whose identity has not been disclosed in writing to Forex Sport prior to applying for the account;
 - (b) if the Client is acting as a trustee or as agent, it gives the additional warranties and representations;
 - (c) You are of sound mind, legal age and legal competence;
 - (d) You have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and each FX Transaction;
 - (e) where applicable, the person or persons entering into this Agreement on your behalf has or have been duly authorised to do so;



- (f) an FX Transaction cannot be altered or cancelled without the prior written consent of Forex Sport from the time of its written, electronic or oral acceptance by Forex Sport;
- (g) this Agreement, each FX Transaction and the obligations created under or in connection with them are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound or to which you or any of your assets are subject;
- (h) unless you have informed us otherwise in writing, you act as principal and sole beneficial owner (but not as trustee) in entering into and performing this Agreement and each FX Transaction;
- (i) all details supplied on your account opening forms, as well as any other any information which you provide or have provided to us in respect of your financial position or other matters, is accurate, complete and not misleading;
- (j) You are the sole beneficial owner of all funds you transfer under this Agreement, free and clear of any security interest whatsoever;
- (k) You are solely responsible for ascertaining whether, and you have confirmed to your satisfaction that, your entering into and performing this Agreement and engaging in FX Transactions is lawful under applicable laws of the jurisdiction of your residence;
- (l) You are not a resident of the United States of America or a company or business incorporated under the laws of a State of the United States of America or located within the jurisdiction of the United States of America;
- (m) all copies of documents and agreements given by or on behalf of you to Forex Sport constitute true, accurate and complete copies and those documents and agreements are in full force and effect;
- (n) You will not use our quotes for any purpose other than your own purposes and you agree not to redistribute our quotes to any other person whether such redistribution be for commercial or personal purposes;
- (o) You are not an authorised representative of Forex Sport and you shall not hold yourself out as being an authorised representative of Forex Sport;
- (p) You will not work in collaboration with any other client of Forex Sport and you will not trade on any other client's account at Forex Sport; and
- (q) You are not entering into this Agreement or any FX Transaction wholly or predominantly for personal, domestic or household use or consumption.



2.2 The Client undertakes that:

- (a) all FX Transactions will be for non-speculative purposes only and that the Client will have full capacity to instruct Forex Sport to perform the Service and to enter into FX Transactions;
- (b) You will initiate payment into FX Sport's nominated bank account of the full amount required to settle an FX Transaction on the day the FX Transaction has been entered into. If we have not received the funds in full by the Value Date, we reserve the right to Close Out in accordance with this Agreement;
- (c) Your username, password and account number are extremely sensitive pieces of information. Any Instruction or FX Transaction entered into on your account either over the telephone or on the online platform using either your username, account number or your password will be deemed as valid instructions, orders and FX Transactions. You must immediately inform us if you are aware or suspect that a third party has had access to your username, account number or password or that any person other than you or your Authorised Person is dealing on your account.

2.3 In relation to any FX Transactions and information or advice supplied by Forex Sport:

- (a) the Client warrants that the Client relies solely on the Client's own skill and judgement in determining whether the FX Transaction or Services acquired from Forex Sport are suitable and reasonably fit for the Client's purposes;
- (b) the Client acknowledges that Forex Sport does not give any personal advice to the Client and Forex Sport has not taken into account the personal situation of the Client or the Client's experience, financial objective, needs or circumstances;
- (c) the Client warrants that the Client does not place any reliance on Forex Sport's opinion of the merits or otherwise of any FX Transaction, taxation matters in relation to that or matters concerning any foreign exchange financial products or markets or other matters of whatever kind; and
- (d) the Client acknowledges that Forex Sport recommends that the Client seeks prior independent financial advice and consider carefully whether entering into specific foreign exchange transactions are appropriate in terms of the Client's experience, financial objectives, needs and circumstances.

2.4 Each representation, warranty and acknowledgement by the Client is deemed to be repeated prior to each Instruction and on each day that a FX Transaction exists.



3. INSTRUCTIONS

3.1 The Client may give us an Instruction:

- (a) via the telephone; or
- (b) via the online platform (www.forexsport.com)

3.2 Forex Sport will act upon any Instructions issued by the Client or an Authorised Person and the Client will be bound by all such instructions, whether or not the Authorised Person is or remains properly authorised by the Client. The Client must notify Forex Sport immediately in writing of any changes to the Authorised Person List.

3.3 Forex Sport is not obliged to perform the Service and may refuse to do so without giving any reason. Forex Sport will have no liability to the Client for any resultant loss to perform the Service.

3.4 Each Instruction from a Client constitutes an offer to Forex Sport and if accepted by Forex Sport, will result in an agreement for the relevant FX Transaction on these terms.

3.5 An FX Transaction will come into force when accepted over the phone or via the online platform via the Website.

3.6 The details of each FX Transaction will be confirmed either orally by telephone, by email or online by a Confirmation. In the case of Instructions received by telephone, the FX Transaction shall be binding as soon as you have agreed to a Rate on that telephone call. In the case of Instructions received via the online platform, the FX Transaction shall be binding upon receipt by the Client of an email from Forex Sport confirming the details of the FX Transaction, provided that the Client shall have 24 hours in which to notify Forex Sport of any errors in the email, failing which the details set out in the email shall be deemed to be correct.

3.7 The Client acknowledges that due to volatility in exchange rates, the timely performance of the Client's obligation is an essential term of any FX Transaction.

3.9 Forex Sport may request further information or confirmation from the Client in relation to any Instruction if Forex Sport deems it necessary to confirm or clarify an Instruction prior to the FX Transaction proceeding. Forex Sport shall not be liable to the Client for any delay or failure to complete the FX Transaction as a result of such a request.

3.10 Forex Sport may record and store recordings of all telephone conversations with the Client with or without automatic warning message or tone. Forex Sport may produce and store a transcript of the recorded telephone conversation and to use wither the transcript or the recording of the telephone conversation for purposes of verifying the details of an FX Transaction or to resolve any dispute between the Client and Forex Sport in respect of the FX Transaction or the Service.

**4. FINANCIAL PROVISIONS**

- 4.1 The Client must immediately make all payments due to Forex Sport pursuant to this Agreement in full without any set-off, counterclaim or deduction whatsoever.
- 4.2 When you transfer money to us, you agree that full ownership of the money is transferred to us for the purpose of covering your obligations under or in connection with this Agreement or otherwise. You acknowledge and agree that we do not hold your funds on trust for you.
- 4.3 The Client must provide details of the Nominated Beneficiary Account prior to or on the date that is specified orally or in writing by Forex Sport or is stated in the Confirmation. Forex Sport will rely on the account number specified for the Nominated Beneficiary Account and will not check to ensure that the name provided by the Client corresponds with the account number.
- 4.4 The Client acknowledges that the banks through which payment of the FX Transaction is to be effected have specified cut off times for the receipt and payment of electronic payments. Forex Sport accepts no responsibility for and will have liability in respect of any delay in onward payment attributable to the late arrival of payment relative to the cut off times of the designated bank, their errors or omissions or their failure to conduct the payments.
- 4.5 The Client is responsible for bank charges deducted by the bank when paying funds to Forex Sport.
- 4.6 No onward payments will be made by Forex Sport until Client funds are credited and cleared in the nominated Forex Sport bank account.
- 4.7 Forex Sport reserves the right to Close Out any FX Transaction in circumstances where the amount of money required to be paid by you to Forex Sport for the purpose of covering your obligations under or in connection with this Agreement or otherwise has not been received by Forex Sport by the Value Date or the Client has failed to provide the details of the Nominated Beneficiary Account prior to or on the date specified orally or in writing by the Forex Sport.
- 4.8 Forex Sport are not held liable to recover any funds duly paid to a Nominated Beneficiary Account and will not resend any funds pursuant to an amended instruction until Forex Sport is in receipt of further funds from the Client.
- 4.9 If your funds are sent to the wrong beneficiary account as the result of a mistake made by you, and we have acted in accordance with your instructions, we will be under no obligation either to recover the funds or to resend the funds to the correct Beneficiary Nominated Account. You will need to book a new FX Transaction. If your funds are sent to the wrong account as the result of a mistake made by us, we will take urgent action at our own expense to recover those funds, provided that you take immediate action to assist us to recover any such funds if the mistaken beneficiary is related to you or associated with you in some way.



- 4.10 Forex Sport does not pay interest on any amounts it receives by the Client in relation to an FX Transaction.
- 4.11 All payments made pursuant to this Agreement are required to be made by telegraphic transfer or electronic transfer. Forex Sport does not accept or make any payments by Cash, Credit Card, Cheque or Draft.
- 4.12 Where funds are held by Forex Sport pending further instructions from the Client, the Client acknowledges and agrees that Forex Sport will not hold such funds on trust and will not pay interest on such funds. Forex Sport will return funds to the Client within 4 weeks of receipt in absence of any Instruction.

5. FORWARD CONTRACTS

- 5.1 If the FX Transaction is a Forward Contract, the Client must immediately after Forex Sport and the Client agree to the FX Transaction, pay us part of the settlement amount in advance. This is referred to as "Advance Payment". The Advance Payment shall be set out our sole and absolute discretion.
- 5.2 The Client must notify Forex Sport immediately of any errors in the Forward Contract details, failing which the Forward Contract details shall be deemed to be accurate.
- 5.3 The Client must pay the balance of the Forward Contract in cleared funds by the Maturity Date.
- 5.4 Forex Sport may agree to the Client's requests for a rollover or partial delivery of the Forward Contract, where Forex Sport reserves the right to change the exchange rate at its sole and absolute discretion.

6. ANTI- MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF)

- 6.1 In dealing with Forex Sport, the Client acknowledges agrees that Forex Sport is obliged to adhere to applicable AML/CTF Laws in all relevant jurisdictions. The Client will not attempt to initiate any FX Transactions that may contravene any AML/CTF Laws and will provide such information as is necessary for Forex Sport to comply with its AML/CTF Laws.
- 6.2 Forex Sport reserves the right to collect such information as is necessary from the Client to meet its obligation under applicable AML/CTF Laws. Forex Sport may pass on information collected from the Client and relating to FX Transactions as required by any applicable AML/CTF Laws and is under no obligation to inform the Client if it has done so.
- 6.3 Forex Sport may undertake all such AML checks in relation to the Client, its Authorised Persons or any FX Transaction (included restricted lists, blocked persons and countries lists) as may be deemed necessary or appropriate by Forex Sport.



6.4 Forex Sport may delay, block or refuse to make any payment or to provide any service if it believes on reasonable grounds that to do so may breach any Applicable Legislation, any law in Australia or any other country and Forex Sport will incur no liability to the Client if it does so.

7. DISPUTES

7.1 Any dispute in relation to this Agreement or the services provided by Forex Sport must first be referred to Forex Sport and will be dealt with in accordance with Forex Sport Disputes Policy. Refer to Complaints in the Legal section of www.forexsport.com.

7.2 If the dispute is not resolved as per the terms in 7.1, it must be submitted to the Financial Ombudsman Service (**FOS**) for determination in accordance with its rules.

7.3 The Client may not proceed against Forex Sport except in accordance with this disputes clause.

8. LIMITATION OF LIABILITY

8.1 We shall not be liable to you or any person for any Loss (including any incidental, indirect or consequential loss) whether arising out of negligence, breach of contract, misrepresentation or breach of statutory provision enforced at law, incurred or suffered by you under or in connection with this Agreement, any Instruction or FX Transaction, the online platform or any of our dealings with you (including any Instruction not accepted by us) and irrespective of whether or not you or any other person have been informed of the possibility of such Loss. Without limiting the generality of the foregoing, under no circumstances will we be liable to you or any person for any loss of profits, loss of goodwill, loss of business opportunity or reputational damage.

8.2 We shall not be liable for any Loss suffered or incurred by you as a result of any error in any Instruction or information given by you or an Authorised Person, as a result of us acting on any Instruction which is, or appears to be, from such Authorised Person.

8.3 You acknowledge and agree that we shall not be liable for any Loss suffered or incurred as a result of any claims of third parties, including, but not limited to, claims of any customer of yours or other third parties arising out of or resulting from, or in connection with, your actions, services, products, programs, promotions, advertising, omission, trading platforms, infringement or other.

8.4 The Client acknowledges that delays in the transmission and receipt of payments may occur. In particular, the Client acknowledges that Forex Sport uses an online dealing platform that could be subject to technical, or other, problems beyond Forex Sport's control which could result in delays in excess of 48 hours. Accordingly, Forex Sport cannot guarantee that transfers of funds will always be made on a timely basis and shall in no circumstances be liable to the Client for any costs, expenses, liabilities or losses of any kind, however arising,



resulting from any delay in any payment made on behalf of the Client or any delay in responding to Instructions received from the Client.

- 8.5 The Client acknowledges and agrees that the Client shall at all times be liable to pay fees, costs, duties and taxes charged by third parties, including but not limited to fees charged by beneficiary banks, whether or not the existence of, or any increases to, any such fees or charges have been notified to the Client by Forex Sport.
- 8.6 No warranty is provided by Forex Sport or any of its authorised officers, employees and agents regarding the performance of our online platform or Website or any information sourced from third parties and all information provided by Forex Sport to you is for your private use and is not to be communicated to any third party without the prior written consent of Forex Sport.

9. EVENTS OF DEFAULT

9.1 Each and any of the following events shall constitute an Event of Default:

- (a) you fail to comply fully and by the required time with any obligation to make any payment when due under or in connection with this Agreement or any FX Transaction;
- (b) we, in our sole and absolute discretion, have grounds to believe that (i) you are in breach of any covenant or agreement set out in this Agreement or (ii) any representation or warranty made by you or otherwise with respect to or in connection with this Agreement or any Instruction or FX Transaction, is or was untrue, false or misleading when made, repeated or deemed to be made or repeated;
- (c) any action is taken or any event occurs, in each case which we believe might have an adverse effect upon your ability to perform any of your obligations under or in connection with this Agreement or any FX Transaction;
- (d) any circumstance that we believe in our sole and absolute discretion there may be a violation of the Applicable Legislation, AML/CTF Laws or good market practice;
- (e) any circumstance where we believe in our sole and absolute discretion that it is necessary or desirable to take any action to protect our position or the position of any of our clients from any risk we perceive;
- (f) you fail to comply fully and by the required time with any demand made under this Agreement;
- (g) you die, become or are adjudged to be of unsound mind; or
- (h) where you become subject to an Insolvency Event.

9.2 If an Event of Default occurs we may, in our sole and absolute discretion and at any time, take one or more of the following actions without prior notice:



- (a) void any Instruction;
- (b) treat any and all of your FX Transactions then outstanding as having been repudiated by you and close or part-close all or any of your FX Transactions at a rate determined by us in our sole and absolute discretion;
- (c) exercise our rights of set off;
- (d) convert any cash balances on your account into AUD or any other currency Forex Sport determines in its sole and absolute discretion;
- (e) retain any cash, investments (including any interest or other payment payable thereon) or other assets due to you, and sell them without notice to you at such price and in such manner as we, acting reasonably, decide, applying the proceeds of sale and discharging the costs of sale and the sums secured under this clause 9.2;
- (f) charge you interest on any money due, from close of business on the date when monies first fell due until the date of actual payment at a rate of 2% per calendar month on the total cumulative sum owing;
- (g) close your account and refuse to accept any Instructions or to enter into any further FX Transactions; and
- (h) if you have failed to make a payment when due, inform your partner, employer, any professional, regulatory or other organisation with which you are associated or any person who we believe to have an interest in knowing such facts of the amount of such overdue sum, the circumstances thereof, the fact that you have failed to make payment, and any other relevant facts or information. By entering into this Agreement you expressly consent to any such disclosure of this data by us in the circumstances set out herein.

9.3 If we take any action under clause 9, unless in our sole and absolute discretion we consider it necessary or desirable to do so without prior notice by you, we will, where reasonably possible, take steps to advise you before exercising such rights. However, any failure on our part to take such steps will not invalidate the action taken by us under clause 9.

10. TERMINATION AND CLOSE OUT

10.1 We may terminate this Agreement immediately upon notice in writing to you at any time.

10.2 Forex Sport may terminate (without notice to the Client), by way of Close Out, but will not be obliged to terminate or to attempt to terminate, some or all FX Transactions, at that time or any later time as Forex Sport determines if any of the following occur:

- (a) failure by the Client to make any payment when due, including the payment of any deposit under this Agreement;



- (b) if the Client is an individual, the death or loss of mental capacity of the Client;
- (c) the occurrence of an Insolvency Event;
- (d) the Client is in breach of any statute or regulations relevant to the FX Transaction;
- (e) Forex Sport determines that any information provided by the Client to Forex Sport is false, misleading or inaccurate in any material respect;
- (d) representations or information provided by the Client are or become, in the opinion of Forex Sport, inaccurate or misleading in any material respect;
- (e) giving effect to any obligations under this Agreement becomes unlawful;
- (d) a dispute has arisen between the Parties;
- (e) breach by the Client of any terms of this Agreement or any other FX Transaction;
- (f) a Manifest Error occurs;
- (g) if an Event of Default or a Force Majeure Event occurs;
- (h) if we, at our sole and absolute discretion, consider that there are Exceptional Market Conditions occurring or about to occur; or
- (i) in circumstances where Forex Sport reasonably forms the view that it is necessary to do so for its own protection.

10.3 Where we exercise our rights in accordance with clause 10.2 or as otherwise contemplated by this Agreement, we will do so at a time, date and rate determined by us in our sole and absolute discretion.

10.3 You agree that any Loss suffered by Forex Sport as a result of closing out an FX Transaction is a debt immediately due and payable by you to us in addition to any other rights that Forex Sport has under this Agreement.

11. PRIVACY

11.1 In order to provide the Client with the Services, Forex Sport must collect certain Personal Information about the client or the Authorised Person and obtain their consent in relation to the handling of such Personal Information. The Client hereby gives that consent or warrants that it has obtained that consent from each Authorised Person. The Client also agrees to provide upon request all such information in relation to its financial and business affairs and/or identity, as Forex Sport may reasonably require.

11.2 The Client hereby authorises Forex Sport to collect, use, store or otherwise process any Personal Information concerning the Client or any Authorised Person in accordance with Forex Sport's Privacy Statement and, in particular, agrees that Forex Sport may use all such



Personal Information, for the purposes of complying with its obligations under any AML/CTF Regulations and for any other purpose directly related to the provision by Forex Sport of the Service.

- 11.3 The Client will be required to provide evidence to verify its identity or the identity of its Authorised Signatories. If Forex Sport is not satisfied with the information provided by the Client, it may request additional information.
- 11.4 Forex Sport will not accept a Client application and the full range of Services will not be available to the Client unless and until verification procedures have been completed to the satisfaction of Forex Sport.
- 11.5 The Client must ensure that all information provided to Forex Sport is accurate and up-to-date at all times. Any changes must be advised to Forex Sport as soon as is practicable.
- 11.6 Forex Sport collects and stores all information electronically and takes reasonable steps to protect such information from unauthorised access, misuse, loss or destruction. Forex Sport shall in no way be liable to the Client for any loss or damage the Client may incur as a result of the loss or theft of such information held by Forex Sport.

12. EXECUTION ERROR

- 12.1 A “**Manifest Error**” means a quoting or execution error including, but not limited to, a mistype of a Rate, a Rate or FX Transaction which is not representative of fair market prices, an erroneous price quote from us, such as but not limited to an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-parties.
- 12.2 If you give us an Instruction or enter into a FX Transaction (whether knowingly or otherwise) when there has been a Manifest Error or any errors in prices or misquotes including without limitation: (i) knowingly or unknowingly taking advantage or attempting to take advantage of pricing errors or misquotes or trading outside Forex Sport’s trading hours; or (ii) engaging in any forms of abusive trading determined in our sole and absolute discretion, then we are entitled, in our sole discretion, to take one or more of the following measures (without limitation):
 - (a) void, close (in whole or part), cancel and adjust any and all orders, Instructions and FX Transactions;
 - (b) adjust the Rate;
 - (c) refuse Instructions;
 - (d) restrict access to the online platform;



- (e) recover from you any profit that has been gained through or reasonably appear to have been gained from such action as determined by us; and/or
- (f) terminate your Agreement with us.

12.3 We will not be liable to you for any Loss you or any other person may suffer or incur as a result of or in connection with a Manifest Error or otherwise as set out in clause 12.1 and 12.2. Any dispute arising from such Manifest Error will be resolved by us in our sole and absolute discretion.

13. FORCE MAJEURE EVENT

Without prejudice to any other disclaimer or limitation of liability contained in this Agreement, we will not be liable or responsible to you for any Loss caused, directly or indirectly, by (i) any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to us, any of our Affiliates, you, any market, or any settlement or clearing system, (ii) any act of God, war, terrorism, malicious damage, civil commotion, industrial acts, (iii) any Exceptional Market Conditions, (iv) any act of any governmental authority, agency or instrumentality or supranational body, or (v) any other event or circumstance which in our opinion prevents an orderly market in relation to any of your Orders or Transactions (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, all of our obligations under this Agreement will be immediately and automatically suspended for the duration of such Force Majeure Event. Additionally, we may take any one or more of the following steps as we may deem appropriate in our sole and absolute discretion:

- (a) alter normal office hours;
- (b) amend or vary this Agreement or the terms of any FX Transaction;
- (c) close out any or all FX Transactions, cancel any or all Instructions, orders or other instructions;
- (d) restrict or suspend access to the online platform; or
- (e) take or omit to take all such other actions as we may deem appropriate in our sole and absolute discretion.

14. GENERAL

14.1 Nothing in this Agreement affects Forex Sport’s obligations as an Australian Financial Services Licensee.

14.2 Documents under this agreement may be sent by fax, post or email and proof of posting shall be proof of receipt; in the case of fax or email on the day of dispatch, in the case of



delivery by post 48 hours from the date of posting. Documents shall be sent to the last known address, email address, of fax number given by each Party from time to time.

- 14.3 Nothing in this Agreement will be deemed to create a partnership or joint venture or agency relationship between the Parties or confer any right or benefit on any third party.
- 14.4 This Agreement, together with the Confirmation of each FX Transaction, comprises the entire agreement and understanding of the Parties and supersedes all previous oral and written communications. If any clause of this Agreement conflicts with the Confirmation or Forward Contract Details, the Confirmation or Forward Contract Details will prevail.
- 14.5 Forex Sport may alter the Client Agreement by posting the new terms on the Website. Any such amendment will not affect any rights or obligations already in existence. The Client is bound by the new terms if the Client continues to use the Service after those terms are posted on the Website.
- 14.6 Any failure or delay by either Party to exercise any right arising under this Agreement shall not be construed as a waiver of such right.
- 14.7 No oral representation by Forex Sport, its employees or agents shall be binding on Forex Sport or shall form part of this Agreement, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 14.8 This Agreement shall be construed in accordance with the laws of Victoria, Australia and the Parties irrevocably submit to the exclusive jurisdiction of the Victorian courts to settle any disputes which may arise in connection with this Agreement.

15. DEFINITIONS

- Advance Payment** has the meaning set out in clause 5.1.
- AML/CTF** means 'anti-money laundering' and 'counter terrorism financing' as those terms are generally understood in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter-Terrorism Financing Regulations (Cth) and the similar rules and regulations and any equivalent regulations in other jurisdictions.
- Applicable Legislation** means the Corporations Act 2001 (Cth) and the regulations made under it and all applicable financial services laws including the rules of any relevant regulatory authority or exchange.



Authorised Person	means anyone duly authorised by the Client, or appointed by the Client in writing, to sign documents or give Instructions on behalf of the Client, including but not limited to those individuals on the Authorised Person List.
Authorised Person List	means the authorised signatory list in this Agreement.
Business Day	means any day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Australia.
Client Agreement or Agreement	means this agreement.
Client Application	means the application completed by the Client in order to gain access to the Website and the Services.
Close Out	means reversing an FX Transaction in the circumstances set out in clause 10 or otherwise pursuant to this Agreement.
Confirmation	means the email, document or written notification forwarded to the Client setting out all relevant details of the FX Transaction and includes the Forward Contract Details (if applicable).
Disputes Policy	means the disputes policy published by Forex Sport on its Website.
Exceptional Market Conditions	means the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant market, liquidity provider, or where Forex Sport anticipates, in its sole and absolute discretion, any of the above circumstances are about to occur.
Forward Contract	means a transaction in relation to which the Maturity Date is more than two days after the Instruction is given.
Forward Contract Details	means the details of the Forward Contract, being the exchange rate, the currency sold, the currency bought, the sold amount, the bought amount and the maturity date of the Forward Contract, which will be communicated to the Client online or by email or fax following the telephone call between Forex Sport and the Client in which the details are finalised.
FX Transaction	means a binding agreement between the Client and Forex Sport to exchange one currency for another on or before a specified date at an agreed rate, including Forward Contracts, and shall be taken to refer to a series of transactions pursuant to Instructions given by the Client.
Insolvency Event	means a receiver, manager, trustee, administrator, controller or



similar external administrator is appointed over any of the assets or undertakings of the Client; the Client is or becomes unable to pay its debts as and when they are due; the Client ceases to carry on business; an order is made for the winding up or dissolution of the Client otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of Forex Sport.

Instruction	means a request made by the Client to Forex Sport to enter into an FX Transaction.
Loss	means any loss, cost, claim, damages (whether compensatory, exemplary or punitive) or expenses, including fees and expenses of legal counsel.
Manifest Error	has the meaning set out in clauses 12.1 and 12.2.
Maturity Date	means, in relation to a Forward Contract, the date on which the currency exchange is to be effected by Forex Sport.
Money Laundering Statement	means the money laundering statement on the Website.
Nominated Beneficiary Account	means the bank account of a person to whom the Client has instructed Forex Sport to transfer funds.
Party	means a party to this Agreement.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Privacy Policy	means the Forex Sport privacy policy on the Website.
Rate	means the foreign currency exchange rate that Forex Sport gives the Client, in its sole and absolute discretion, with respect to each FX Transaction.
Service	means the facility offered by Forex Sport for the purpose of entering into FX Transactions.
Transaction Date	means the time and date on which the Client enters into a FX Transaction with Forex Sport.
Value Date	means, for a Spot Contract, 48 hours from the Transaction Date and, for a Forward Contract it means the Maturity Date.
Website	means the website located at www.forexsport.com



Website Terms of Use means the terms of use on the Website setting out the terms pursuant to which the Client may access the Website.