

# CITY INDEX

\*本协议以中文和英文两种文字书写。中文和英文版本若出现不一致，应以英文版本为准。

## 专业客户通用条款

### 风险提示

我们提供衍生金融合约交易服务。我们的合约属于保证金交易或杠杆交易性质，这种类型的交易具有极高的本金损失风险。您与我们之间的合约价格可能会快速变化，并且您的盈亏可能会超过您的投资或入金。如果您持有的资金不足以满足保证金要求，则我们可以（并且在适用法律法规要求时将会）在不通知您的情况下，立即将您的未平仓头寸平仓。请仔细阅读风险警示书，以了解保证金交易或杠杆交易的风险。除非您了解并接受保证金交易的风险，否则您不应交易我们的合约。这些产品的交易可能并不适合所有人。

## A. 本协议的范围

### 1. 概述

1.1 本专业客户通用条款是 StoneX Financial Pty Ltd (ACN 141 774 727)（下称“本公司”、“我们”或“我方”）（商号为“City Index”）与其客户（下称“您”或“您本人”）之间订立的，管辖本公司交易服务以及我们与您之间开展的所有交易的协议的组成部分。

1.2 本公司持有澳大利亚金融服务（“AFS”）许可证（AFS 许可证编号 345646）。本公司注册办公地址为 Suite 28.01, 264 George Street, Sydney NSW 2000 Australia（澳大利亚新南威尔士州悉尼乔治街 264 号 28.01 室，邮编 2000）。

1.3 双方之间与本公司交易服务有关的协议由下列文件组成：

- 《申请表》；
- 本专业客户通用条款；以及
- 相关产品的《补充条款》（详见本专业客户通用条款的附件）。

这些文件合称为“协议”。

1.4 协议取代本公司之前所有的条款和条件以及任何相关修正，并且自指定的日期或我们确认接受您的《申请表》之日起生效。

1.5 本公司提供的每项产品均受其《补充条款》约束。如果本专业客户通用条款与《补充条款》之间有任何冲突，应以《补充条款》的规定为准。

1.6 说明了您与我们之间进行交易的基础，但不属于协议组成部分的其他材料包括：

- 市场信息（提供了每个市场的详细商务信息），包括市场交易时段、保证金系数以及在各个市场进行交易的其他要求。市场信息位于交易平台中。如果您选择使用第三方托管或交易应用程序（例如 MetaTrader），网站上所提供与相关第三方托管或交易应用程序有关的具体信息，属于对市场信息的补充；但如有任何不一致之处，应以市场信息为准。我们可能会不时变更市场信息，并且我们会在交易平台上向您提供市场信息的最新版本；
- 本公司网站 - 包括您用于与我们进行交易的本公司交易平台；以及

1.7 我们的提示和政策 - 《风险警示书》、我们的《利益冲突政策》以及与交易工具和第三方交易平台有关的任何提示（以下统称为“提示和政策”）。这些都位于专业客户通用条款的附件中。我们可能会不时变更本公司的提示和政策，并且我们会在本公司网站和/或专业客户通用条款的附件中提供本公司提示和政策的最新版本；请仔细阅读协议提示和政策，并在必要时征求专业意见。除非我们事先书面同意本协议的任何部分将不予适用，否则我们将视为本协议规定了有关本公司交易服务以及您与我们所订立的任何交易的全部相关条款。我们与您

之间在本协议项下订立的交易具有法律约束力并且可依法强制执行。如果您签署《申请表》或在本公司网站上或通过移动应用程序（视情况）以电子方式提交您的申请，则代表您确认您接受本协议的条款。当我们为您开户后，您与我们之间的交易将受协议约束。

1.8 相关名词和表达的含义详见第 36 条的“定义”。除特别注明的外，所称条款是指本专业客户通用条款的条款。

1.9 除非根据本协议要求书面通知，否则您可以通过书面（包括电子邮件或其他电子方式）或口头（包括通过电话）方式与我们通信。可能向您提供电子邮件、聊天、短信、即时通讯功能，无论是通过互联网、专用网络、计算机、寻呼机，还是其他无线设备或其他方式，以方便加强您与我们之间的沟通。除非第 4.1 条中另有规定，您不得使用这些功能来申请、授权或执行任何交易，发送转账汇款指令，或用于任何其他要求使用非电子书面授权的功能。如果任何申请未被接受或处理，我们不对因此导致的任何损失或损害负责。您同意，您对这些功能的使用应遵守适用法律法规，并且您不得使用这些功能来传输不恰当的信息，包括可能被视为淫秽、诽谤、骚扰或欺诈的信息。

1.10 通信语言应为英语，并且您将以英语收到我们的文件和其他信息。如果您在本公司开户，代表您同意以英语接受我们的交易服务，并受英语版的本协议条款和条件约束。我们可以自行酌定提供本地语言支持。如果任何文件被翻译为其他语言，这将仅供参考之用，并且应以英语版本为准。

### 2. 一般信息

2.1 我们的交易服务是一种电子服务，您特别同意通过电子邮件、本公司网站或其他电子渠道接收电子版文件。除非您特别要求，否则我们不会向您发送任何纸质版的通信。我们保留对纸质版文件收取费用的权利。

2.2 您确认，您将能够正常访问互联网并且同意我们通过电子邮件或在本公司网站或交易平台上发布相关信息的方式，向您提供有关本公司以及本公司服务的信息（包括市场信息）、我们的成本和收费标准以及我们的提示和政策。

2.3 除非我们另行通知您，出于《2001 年公司法》（下称“公司法”）之目的，我们会将您分类为零售客户。您有权申请其他分类，但如果我们同意您的申请，您将失去《公司法》中某些部分提供的保护。在某些情况下，我们可能希望对您进行重新分类。在这种情况下，我们会明确解释重新分类的理由，以及这将对您的权利产生的影响。

2.4 我们将以本人身份与您交易，而非作为代表您的代理人。这意味着任何交易都将由您与我们直接约定，我们将是您所有交易的交易对手。

2.5 除非我们另行书面同意，您也将以本人身份与我们交易，而非作为其他人的代理人或代表。您将不会允许任何其他人代表您交易，除非我们同意该人（下称“代理人”）可以代表您行事。我们有权采信代理人向我们发出的与您账户有关的任何指令。在我们合理认为适当的任何时候，我们可以要求确认代理人具有代表您行事的权限。

2.6 我们向您提供的任何意见仅供一般性意见之用，在编写时并未考虑您的目标、财务状况或需求。在根据任何一般性的意见行事之前，您应结合您的目标、财务状况和需求，考虑建议的适当性。我们不会就任何交易的优缺点向您提供意见，并且将以仅限执行的方式与您交易。我们并未授权，《公司法》亦未允许本公司的任何工作人员向您提供个人意见。因此，您不应将来自我们的任何拟议交易、建议交易策略或其他书面或口头通信视为投资建议或个人意见，或我们就特定交易是否适合您或符合您的财务目标表达的观点。对于与您账户有关的任何投资决定，您必须依赖自己的判断。如果您需要投资或税务意见，请联系独立投资顾问或税务顾问。

2.7 您不因与我们之间的交易而拥有任何标的工具的任何所有者权利、交割权利或其他权利。我们不会将任何标的工具或其中的任何权利（例如表决权或交割义务）转让给您。

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## B. 与我们之间的交易

### 3. 您的账户

3.1 在我们接受您的《申请表》后，我们将会为您开户。我们可以为您开立不同的账户，包括一个或多个综合账户（包括限制风险账户以及针对不同产品类型不同账户，包括通常需要单独账户的差价合约）。根据您的知识水平、经验和交易类型，某些账户类型和功能可能会或者不会向您开放。当我们为您开户后，我们会向您告知所开立账户的类型。我们保留以任何理由拒绝开户的权利。此外，我们可以通过本公司网站、交易平台、电子邮件或其他方式通知您相关变更，随时变更本公司账户的功能和标准。除非本通用条款中另有规定（包括第 3.10 条中规定的范围），本专业客户通用条款将分别独立适用于我们为您开立的每个账户。这意味着每个账户将适用单独的现金余额、净权益、交易资源、总保证金和强行平仓保证金水平，并且在发生违约事件后，每个账户的交易和未平仓头寸将与每个其他账户的交易和未平仓头寸分别独立处理。除非将相关未平仓头寸平仓并订立新的交易以在相关其他账户中创建未平仓头寸，否则不能将一个账户中记载的未平仓头寸转移到其他账户。尽管有前述规定，除适用法律和《ASIC 指引》规定的外，如果您拥有不止一个账户，我们有权自行酌定（但没有义务）在不事先通知的情况下，用您任何一个账户中的任何可用现金余额、净权益、交易资源或其他资金来抵销您对我们负有的任何负债（包括用于履行您的一个或多个其他账户中的保证金要求或负债），即使前述抵销权的行使会导致要转出资金的任何账户中未平仓头寸平仓。

3.2 限制风险账户（当且仅当在提供时）仅可在每次下达开仓交易时指定了保证止损订单时操作（参见第 8 条）。与可用账户详细信息有关的更多信息将在本公司网站上列出。

3.3 依据适用法律和监管要求，我们有义务取得有关您的相关投资知识和经验的信息，以便我们能够评估某项服务或产品对您是否适合；并且在不适合时向您提供适当的警示。如果您选择不向我们提供本公司要求的信息，或者您提供的信息不充分，我们将不能确定该服务或产品对您是否适合。在这种情况下，我们应向您提供适当的警示，并且我们可能无法为您开户。请注意，我们没有义务评估或确保您所下达任何交易的适当性。

3.4 我们还必须取得有关您的其他投资活动的某些信息，以出于适用于场外衍生品交易的法规之目的确定您的身份。

3.5 您承诺您向我们提供的任何信息均正确。如果您在《申请表》上或通过任何其他方式向我们提供的信息有任何重大变更，包括您的详细联系方式、财务状况或第 3.3 条或第 3.4 条所述任何信息的变更，您必须立即告知我们。

3.6 对于我们为您开立的每个账户，我们将向您提供一个唯一的账号和/或用户名（视情况），并且将需要我们认为适当的其他安全信息：

- 3.6.1 您应自行负责对您的安全信息 [包括您的账号和/或用户名（视情况）] 保密；
- 3.6.2 您同意，您不会将您的账号和/或用户名（视情况）或任何其他安全信息泄露给任何其他人；
- 3.6.3 我们可能会同意为您的代理人或任何联名账户持有人使用单独的安全信息；并且
- 3.6.4 在您与我们交易或向我们发出指令时，我们将需要您的详细安全信息，包括您的账号（或在您的代理人与我们交易时，您的代理人的账号）和/或用户名（视情况）。

3.7 除非本第 3.7 条中另有规定，对于使用您的账号和/或用户名（视情况）和安全信息订立交易或作出的指令，所引发的任何损失、手续费或收费均由您负责承担。如果可以证明相关损失是因有人通过滥用我们的系统（即通过“黑客行为”）获得本公司交易平台的访问权限导致的，则您不需要对损失负责，但因您未能遵守第 3.5 条或第 28.5 条导致的访问除外。除第 3.8 条规定的外，如果您未能遵守这些条款，您将对应产生的损失负责。

3.8 在适用法律法规（包括《ASIC 指引》）要求的范围内，我们将为差价合约零售客户提供负余额保护。这意味着在这种情况下，除非您事先分类为非零售客户（根据第 2.3 条）或您拥有既有头寸账户，

对于您的差价合约交易的所有实亏，您承担的总责任不得超过您的差价合约现金和客户资金账户（但因错误或欺诈导致的除外），并受补充条款中有关负余额保护的差价合约专用条款约束。

3.9 如果您以自己和其他人的名义共同开了一个账户，则：

- 3.9.1 我们可以执行您或开户时具名的任何其他他人（均为“联名账户持有人”）作出的指令，包括交易指令。在某些情况下，我们可以要求全体联名账户持有人作出指令；
- 3.9.2 我们可以向您或任何其他联盟账户持有人发出任何通知或通信；
- 3.9.3 全体联名账户持有人对联盟账户产生的损失、手续费或收费承担共同连带和分别责任。这意味着（包括但不限于）相关账户欠付的任何款项应由您或任何其他联名账户持有人全额支付；并且
- 3.9.4 如果您或任何其他联名账户持有人身故，我们可以执行生存者的指令并将任何余额支付给生存者。

3.10 在适用法律法规（包括《ASIC 指引》）允许的范围内，我们可能会告知您的账户将属于关联账户。在计算您的保证金水平、您的总保证金时或根据本协议中的其他要求将会加总您的关联账户。

3.11 您的账户的记账货币将为基准货币。您的基准货币将在交易平台上显示。我们仅接受您的基准货币的资金。某些市场可能允许以其他货币进行交易，但相应未平仓头寸将根据第 20 条或相关《补充条款》的规定使用基准货币估值或兑换为基准货币。

3.12 贷方和借方科目（包括任何每日隔夜利息手续费、入金和出金）都将计入您的账户。您负责监测自己的未平仓头寸以及您账户中的任何活动。我们没有义务监测或告知您任何交易、订单或未平仓头寸的影响。您可以通过登录交易平台或致电客户管理部来访问您的账户信息。

### 4. 交易指令和基础

4.1 您可以通过交易平台或我们不时书面向您指定的其他方式下达订单。在这种情况下：

- 4.1.1 当您如此下达订单时，代表您在填写所有必填字段并点击相关图标时，要约按照我方报价（或在适用于您的账户时在您指定的价格容忍度内）与我们订立交易；并且
- 4.1.2 当我们收到您的订单时，我们将向您提供一份电子收据，但仅在一项交易的详细信息已在交易平台上报告为已执行时，您和我们才受该交易约束。如果您没有在交易平台上看到已执行交易的详细信息，请立即致电我们以确认交易状态。在我们执行交易后，我们将会向您发送一份第 12 条所述的合约确认单。

4.2 我们可以通过电话接受订单。如果您通过电话下达订单：

- 4.2.1 您的口头交易指令将构成按照我方报价订立交易的要约。通过电话订单的交易将仅按当前我方价格接受；
- 4.2.2 您只能通过直接告诉授权人员的方式，以通过电话下达订单。我们不接受通过向其他员工留言、电话应答器或语音信箱等方式下达的订单；
- 4.2.3 对于任何一项交易，您和我们将仅在本公司授权人员确认已经接受该要约时才受约束。在我们执行交易后，我们将会向您发送一份第 12 条所述的合约确认单。

4.3 您可以随时在交易平台上下达电子订单，也可在本公司交易时段内通过授权人员下达电话订单。但是，我们将仅在同时处于本公司交易时段和相关市场的市场交易时段的时间执行交易。市场交易时段将在市场信息中列明，可能不时变更。

4.4 我方报价（无论是通过电话、交易平台或其他方式）不构成按照报价或任何价格订立交易的合同要约。我们保留拒绝订立任何交易的权利。这种情形包括但不限于：

- 4.4.1 在市场交易时段外订单交易时（第 4.3 条）；
- 4.4.2 单项交易或相关交易加总后大于我们为市场规定

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的最大数量，或小于我们为市场规定的最小数量时（第 4.6 条）；

- 4.4.3 我方价格发生不利变动，超出规定的价格容忍度（如适用于您的账户）时（第 5.5 条）；
- 4.4.4 您的交易资源不足以满足拟议交易的资金需求时（第 10 条）；
- 4.4.5 订立交易将导致您超出适用于您账户的最大总保证金（如有）时（第 10 条）；
- 4.4.6 我方价格或交易是因明显错误产生的时（第 15 条）；
- 4.4.7 出现超出本公司控制的事件或市场中断事件时（第 16 条）；
- 4.4.8 您有任何欠付本公司的款项未支付时（第 17 条）；以及
- 4.4.9 我们认为交易将违反本协议或适用于您或本公司的任何法律或监管要求时。

4.5 如果您在获知第 4.4.1 条至第 4.4.9 条中描述的任何事件之前接受了任何交易，则我们可以自行酌定将该交易视为无效，或按照我们在将未平仓头寸平仓时生效的我方价格将该未平仓头寸平仓。如果我们选择维持未平仓头寸，则您将对交易在平仓时的全部价值负责。

4.6 我们可以规定各个市场的最小和最大交易开仓和/或平仓数量，以及为通过交易平台或电话订单的交易规定不同的最小和最大数量。最小和最大数量（如有）将在市场信息中列明。将未平仓头寸平仓的交易受执行平仓交易时生效的最小和最大数量限制。如果交易大于最大数量或小于最小数量时，我们可能无法按我方价格执行交易。如果您希望执行的交易规模超出我们的最大数量，则您可以询价。如果通过多笔交易按不同的价格执行一项交易，则将为每笔单独的交易单独支付手续费和佣金。如果下达或触发的多个交易指令加总后超出我们为相关市场规定的最大数量，则我们可以自行酌定采取下列任何行动：**(a)** 拒绝订立全部或部分交易；**(b)** 部分执行您的交易；以及/或者 **(c)** 上调您在相关市场持有头寸的保证金率。我们可以不时调整最小和最大数量，并且新的最小和最大数量将于发布之时生效。

4.7 在不损害我们根据第 4.4 条拒绝订立任何交易之权利的前提下，我们将尽合理的努力，在收到订单后或订单的条件满足后的合理时间内执行交易。

4.8 如果您的未平仓头寸大于我们的最大数量，并且您未在其到期日期之前平仓，则我们可以将未平仓头寸移仓，而不进行结算。

## 5. 我方价格

5.1 在市场交易时段内，我们将为该市场报两个价格：一个较高的价格（下称“我方卖出价”）和一个较低的价格（“我方买入价”）；这两个价格合称为该市场的“我方价格”。我方价格通过参考标的工具在我们酌定选择的外部证券交易所或交易设施的报价确定。对于在相关交易所或交易设施闭市时或没有交易所或交易设施时执行的交易，我方价格将反映我们认为标的工具在当时具有的市场价格。我方价格以及我方价格的计算方式由我们绝对酌定，任何调整都将立即生效。如果在市场交易时段内，交易平台上未提供任何市场我方价格，请致电客户管理部获取报价。

5.2 我们将仅按当前我方价格接受交易。如果我方价格注明为“仅供参考”、“示意性”或“无效”（或具有类似效果的词语或表达），则您可能无法按我方价格订立交易。

5.3 我们将尽力提供我方价格的报价。如果出现市场中断事件或超出本公司控制的事件，我们可能无法提供我方价格报价，或在市场交易时段内执行交易。

5.4 我方卖出价和我方买入价之间的价差称为“我方点差”。对于某些产品，我方点差可能包含本公司的收费或佣金元素。对于某些市场，我方点差会频繁调整，并且对于此类调整的幅度没有限制。您承认，交易平仓时的我方点差可能大于或小于交易开仓时的我方点差，甚至对于我方点差固定的市场亦是如此。

5.5 如果您的账户设置了价格容忍度，则适用价格容忍度的市场将在市场信息中列明。价格容忍度仅适用于将会立即执行的交易指令。适用时，您可以在订单交易前通过交易平台修改价格容忍度。如果在我们执行您的交易之前，我方价格发生偏离我方报价的不利变动，但仍规定的价格容忍度内，则您的交易将按当前我方价格执行。如果

在我们执行您的交易之前，我方价格发生对您有利的变动（无论是否规定了价格容忍度），我们都将按当前我方价格执行交易。

## 6. 交易平仓

6.1 如果您的账户激活了套期保值功能，则您可以选择特定的交易并将其平仓，从而将未平仓的交易平仓。如果您在同一市场按相同数量反向开仓一项交易，则原交易和反向交易都将维持未平仓状态并相互抵销。

6.2 如果您的账户未激活套期保值功能，则您可以选择该交易并将其平仓，或反向开仓一项交易，从而将未平仓的交易平仓。

6.3 对于某些账户，如果您在同一市场订立一项平仓交易，数量大于要抵销的未平仓头寸，但到期日期相同，则原未平仓头寸将会平仓，并按新交易超过原未平仓头寸的数量创建一个新的未平仓头寸。

6.4 您通常可以在市场交易时段内将未平仓头寸平仓。但是，我们保留根据第 4.4 条之规定拒绝任何交易的权利。因此，您可能无法将未平仓头寸平仓，并且除第 3.8 条规定的外，在您能够将未平仓头寸平仓之前，您的损失可能没有限制。如果您无意中某个未平仓头寸平仓，并及时将此错误通知我们，则应您的申请，我们可以（在某些特殊情况下，经我们全权酌定并出于善意）允许您与您错误妥善平仓的原未平仓头寸同等的条款创建一个新的未平仓头寸，并且此类新的未平仓头寸将按照正常业务流程报告给相关监管当局。

6.5 除非根据本第 6 条的规定平仓，或根据第 7 条的规定移仓，或根据本协议的规定终止、作废或通过其他方式平仓，未平仓头寸将在到期（如果有到期日期或到期事件）之前维持未平仓状态，如果无到期日期或到期事件，则将无限期保持未平仓状态。在到期日期或发生到期事件（如果到期取决于某个事件的发生）时，未平仓头寸将会平仓并按该未平仓头寸平仓时的我方价格结算。

6.6 如果我们根据本协议行使权利将您的任何未平仓头寸平仓，我们将在我们合理酌定后确定的时间和日期执行。

## 7. 移仓

7.1 我们可以允许根据您的指令将未平仓头寸移仓。

7.2 如果我们允许将某个未平仓头寸移仓，则原未平仓头寸将会平仓并按未平仓头寸平仓时的我方价格结算，并且将订立一项新的交易以在相关市场建立新的未平仓头寸。会将移仓的未平仓头寸平仓的时间将在市场信息中列明。对于建立新未平仓头寸的交易，我们将会向您发送一份第 12 条所述的合约确认单。

## 8. 订单

8.1 我们接受的不同类型订单的范围由我们绝对酌定。某些类型的订单（例如保证止损订单）仅对少数市场开放。

8.2 我们可自行酌定限制我们接受的任何交易和订单的数量，无需另行通知。您应自行负责在下达订单之前了解订单的特征以及订单的工作原理。在您首次下达某个订单前，我们建议您阅读本公司网站上的交易示例，以充分了解该订单类型的特征。

8.3 我们会尽力在达到指定的价格或出现订单中指定的事件或条件时，按我们合理可获得的首个我方价格执行订单。但是，如果标的工具出现超出本公司控制的事件，则我们可能无法执行订单。对于除保证止损订单以外的所有订单，我们可能无法按照您指定的价格水平执行您的订单。我们将尽力按照最接近您指定价格的我方价格执行您的订单。

8.4 我们可以（包括但不限于）在当前我方价格与任何止盈止损订单、保证止损订单和限价订单的价格或水平之间指定一个最小价格区间，并且我们保留不接受任何低于此价格区间的订单的权利。

8.5 除非您在下达相关订单时指定该订单仅为“当日有效”（“GFD”）或“指定时效”（“GFT”）订单，否则订单将为“撤销前有效”（“GTC”）订单。除非订单被撤销或失效，我们会将其视为有效并在我方价格达到您指定的价格或出现指定的事件或条件时执行订单。

8.6 除下文第 8.7 条规定的外，您既可以撤销或更改我们未执行的订单。经我们同意（但不会无正当理由拒绝同意），您可以在我们执行订单之前随时撤销或更改订单。订单只能通过登录交易平台或致电

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客户管理部更改。

8.7 如果您有有限风险账户，则您在任何时候都不能撤销保证止损订单。此类订单只能在您将对应的未平仓头寸平仓时撤销。但是，您可以根据上文第 8.6 条的规定更改保证止损订单。

8.8 当您下达将某个未平仓头寸平仓的订单（下称“平仓订单”）时：

- 8.8.1 如果您在执行平仓订单之前将该未平仓头寸平仓，则我们会将此视为撤销该平仓订单的指令。
- 8.8.2 如果您在执行平仓订单之前仅将该未平仓头寸部分平仓，则我们会将该订单视为仅将该未平仓头寸中未平仓部分平仓的订单。

8.9 我们为少数市场提供保证止损订单。对于这些市场：

- 8.9.1 市场信息将会注明是否提供保证止损订单；
- 8.9.2 我们可能会对每个保证止损订单收取一笔手续费。此手续费的费率或金额将在市场信息中列明；
- 8.9.3 您将仅在市场交易时段接受您的保证止损订单；
- 8.9.4 我们将在达到您指定的价格时执行保证止损订单；并且
- 8.9.5 我们可能支持并规定保证止损订单的最小和最大数量，这可能与适用于其他订单类型的最小和最大数量不同。

8.10 MetaTrader 账户不支持保证止损订单。

## 9. 我们的手续费和收费

9.1 根据所涉及市场的不同，我们可能会：

- 9.1.1 在我方点差中包含我方利润元素；
- 9.1.2 收取佣金；
- 9.1.3 对您的未平仓头寸收取每日隔夜利息手续费；以及/或者
- 9.1.4 对保证止损订单收取手续费。

有关这些费用以及适用于您账户的其他手续费和收费的详细信息，请参阅我们的网站或致电客户管理部。

9.2 如果法律允许，我们可能不时将我方点差、佣金和其他账户手续费与其他人（包括但不限于推荐人）分成。对于推荐人，在经您事先书面同意后，我们将作为代表推荐人的代理人，向您收取适用于您账户的这些手续费和收费，以作为推荐人向您提供服务的对价。我们还可能会收取与根据第 20 条所执行某些外汇交易有关的付款。

9.3 对于本协议项下的任何交易，我们目前并未收取任何其他人的佣金或其他付款分成。如果这一情况发生变动，我们将会告知您。

9.4 我们可能会不时在外部市场借入股票以对冲您在本公司开仓的空头头寸，我们可能会将因此产生的收费转嫁给您。这些收费将因市场条件以及所涉及股票的稀缺性而波动。此外，我们还可能将我们为了对冲与您之间的交易而产生的额外印花税、转移税或其他税收或摊赋费用转嫁给您。我们会在产生任何此类收费时或在我们获知相关收费已经产生后尽快通过市场信息或其他方式告知您。

如果我们当前的手续费和收费上调，我们可能对您的账户收取任何额外的手续费和收费，我们将根据第 32 条的规定通知您。但对于第 32.3 条，如果我们当前的手续费和收费上调或收取任何额外的手续费和收费，我们根据《公司法》的规定向您提供提前 30 天的通知。

## 10. 保证金要求

10.1 在下达创建未平仓头寸的交易订单前，您必须确保您的交易资源足以满足该未平仓头寸的相关保证金要求。如果您的交易资源不足以满足您要创建的未平仓头寸的保证金要求，则我们可以 [并且在适用法律法规（包括《ASIC 指引》）要求时将会] 拒绝您的交易。保证金要求必须在未平仓头寸平仓前始终维持，并且可能在未平仓头寸平仓前上升或下降。

10.2 未平仓头寸的保证金要求将使用相关市场的保证金系数并根据适用法律法规（包括《ASIC 指引》）计算。保证金系数可能用

百分比、数值或与相关市场的性质相符的其他形式表示。保证金要求可能在未平仓头寸平仓前上升或下降，但不会降至初始保证金要求以下。一个未平仓头寸的适用保证金要求因标的工具而异，如果该产品涉及 差价合约，则还将取决于您的客户分类以及您的未平仓头寸是否属于既有头寸。有关适用保证金要求的详细信息载于本公司网站或交易平台中。

10.3 各个市场的保证金系数在市场信息中列明。对于第三方交易平台，除非本公司提示和政策中另有规定，保证金系数将会按本第 10.3 条的规定调整。保证金系数的调整将增加或减少您的保证金要求。对于以百分比表示的保证金系数以及激活了订单感知保证金制度的所有未平仓头寸，保证金要求可能在相关市场的我方价格变动时调整。保证金要求还可能会受到基准货币与任何未平仓头寸货币之间的汇率变动影响。

10.4 下列情况可能适用非标准保证金要求：

- 10.4.1 衍生自期权或期权相关金融工具的某些市场；
- 10.4.2 当您在两个或以上市场持有同一标的工具的头寸时；
- 10.4.3 在提供订单感知保证金制度的市场附带了止损订单的交易（第 10.6 条）；
- 10.4.4 适用保证金倍数时（第 10.7 条）；以及
- 10.4.5 交易数量大于我们的最大数量时（第 4.6 条）

10.5 有关我们如何计算非标准保证金要求的详细信息，载于本公司网站中。我们保留随时调整保证金要求计算方式的权利。

10.6 订单感知保证金制度让您有可能在记入综合账户并且附带了止损订单或保证止损订单的特定市场减少未平仓头寸的保证金要求。订单感知保证金制度仅适用于少数市场，具体开放的市场详情载于市场信息中。

10.7 我们可以对您账户中下达的所有未平仓头寸或特定未平仓头寸执行某个保证金倍数。保证金倍数的执行或保证金倍数的任何调整都将导致相关市场的任何未平仓头寸的保证金要求发生变动。

10.8 我们可以随时调整保证金系数、保证金倍数和保证金要求，并且任何调整都将立即生效。对于记入综合账户的未平仓头寸，在不损害第 16 条和第 17 条中规定的本公司权利的前提下，我们将至少提前 24 小时向您通知保证金系数、保证金倍数或保证金要求的任何上调。您有责任始终了解适用于您账户和未平仓头寸的当前保证金系数、保证金倍数和保证金要求。

10.9 我们可以通过下列方式将对保证金系数、保证金倍数和保证金要求的调整通知您：邮寄、电话、传真、短信或在本公司网站或交易平台上发布上调公告。

10.10 您的总保证金将为您账户中所有保证金要求之和。我们可能对您的总保证金规定一个最大金额，这将是作为保证金要求持有的资金金额上限。如果我们规定了最大总保证金，我们会告知您。

## 11. 强行平仓保证金水平

11.1 如果您账户的保证金水平等于或低于强行平仓保证金水平，这将构成第 17 条下的违约事件。发生这种情况时，我们可以在提前通知或不提前通知的情况下 [并且在适用法律法规（包括《ASIC 指引》）要求时将会] 将您的全部或任何未平仓头寸立即平仓。此外，我们可以（包括但不限于）在您的保证金水平大于强行平仓保证金水平之前拒绝执行新的交易。您有责任始终监测您的账户，并确保维持高于强行平仓保证金水平的保证金水平。我们会按您的未平仓头寸平仓时主导的我方价格将您的未平仓头寸平仓。

11.2 我们可以但没有义务在依据 11.1 条采取任何行动之前联系您。

11.3 您将在我们的网站或交易平台中收到适用于您账户的强行平仓保证金水平。我们可以随时调整适用于您账户的强行平仓保证金水平，包括在适用法律法规（包括《ASIC 指引》）要求时。对于综合账户，在不损害第 16 条和第 17 条赋予我们的权利的前提下，我们将至少提前三 (3) 天将您的强行平仓保证金水平的任何调整通知您，但依据适用法律法规（包括《ASIC 指引》）的要求立即调整强行平仓保证金水平时无法提前通知您的除外。您有贵

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任始终了解适用于您账户的强行平仓保证金水平。

**11.4** 我们有权通过下列方式将对您的强行平仓保证金水平的调整通知您：邮寄、电话、传真、短信或在本公司网站或交易平台上发布上调公告。

**11.5** 强行平仓保证金水平旨在帮助限制您的交易损失范围。在某些情况下（例如市场暂停交易时），我们可能无法将未平仓头寸强行平仓，并且我们不保证您的未平仓头寸将在您账户的保证金水平触及强行平仓保证金水平时平仓，并且除适用法律法规（包括《ASIC 指引》）要求的外，亦不保证您的损失将以您转入账户的资金为限。在这种情况下，我们会调整您的未平仓头寸并采取我们任何合理的其他行动。

## 12. 对账单与合约确认单

**12.1** 定期对账单（包括您的现金、未平仓头寸以及对您账户扣取的任何收费的对账单）通常会以不低于每月一次的频率发送给您，但在任何情况下发送现金对账单的频率不会低于每年一次。此外，如经您申请，我们将提供我们代您持有的客户资金对账单，并且您有义务按我们通知您的标准支付此对账单的费用（这会与本公司提供此类对账单的实际成本合理对应）。

**12.2** 除非您特别申请，合约确认单和对账单将会通过电子邮件发送给您，或通过交易平台获取。我们保留对发送给您的纸质版合约确认单和对账单收取费用的权利。

**12.3** 在符合本第 12 条其他规定的前提下，您有责任检查所收到的所有对账单，以确保其准确。如果由于涉及您并未订单的交易或其他原因，您认为您收到的任何对账单不正确，您必须立即告知我们。除非我们在您收到对账单后 48 小时内收到您的书面异议，或者我们在同一期限内通知您对账单中存在错误，否则如无明显错误，对账单将具有最终效力和约束力。

**12.4** 对于我们代表您执行的每项交易，包括根据第 7 条规定将现有未平仓头寸移仓的任何新交易，我们将向您发送一份合约确认单。没有合约确认单不影响在交易平台上报告为已执行，或根据第 4.2 条通过电话接受的任何交易的有效性。如果对于您执行或移仓的任何交易，您未收到合约确认单，请立即告知我们。

**12.5** 合约确认单将会尽快发送给您，但不会晚于交易执行后下一营业日收市时。

**12.6** 在根据第 12.5 条之规定送达合约确认单后，如果您出于任何原因认为某个合约确认单不正确，您必须最晚在交易执行后下一营业日收市时通知我们。

**12.7** 如果您在第 12.6 条规定的期限内通知我们您出于任何原因认为合约确认单不正确，您将与我们尽快尝试解决差异并且确认相关交易。

**12.8** 如果我们已经根据第 12.5 条之规定向您发送了合约确认单，但您未在第 12.6 条规定的期限内通知我们您出于任何原因认为该合约确认单不正确，在您将被视为已经同意该合约确认单的条款。

## 13. 付款与出金

**13.1** 如果您账户显示的现金余额为正，您可以申请我们向您支付该金额。但如有下列情况，我们可以选择全部或部分暂扣任何申请的付款：

- 13.1.1 您的账户上有浮亏；以及/或者
- 13.1.2 相关付款会导致您的交易资源低于零；以及/或者
- 13.1.3 我们合理认为可能需要资金来满足任何保证金要求；以及/或者
- 13.1.4 您有任何欠付我们的金额；以及/或者
- 13.1.5 依据任何相关法律法规我们必须如此做；以及/或者
- 13.1.6 我们合理认为这是因违反第 23 条规定的市场滥用行为导致的。

**13.2** 我们可以从您的现金余额中扣取您在本协议项下到期应付给我们的任何款项，以及我们在向您转账时产生的所有银行转账手

续。此外，我们因您未能支付到期款项或违反本协议而产生的所有成本和费用均由您负责，包括但不限于我们合理产生的银行手续费、法庭费用、法律费用和其他第三方成本。如果您账户显示的现金余额为负，即使我们依据本协议或适用法律法规享有任何其他权利，我们可以（并且在适用法律法规（包括《ASIC 指引》）要求时将会）放弃要求支付本协议项下到期应付给我们的任何金额的权利并将现金余额恢复为零。

**13.3** 如果我们将某项付款贷记到您的账户，但事后发现该贷记错误，我们保留冲销任何此等贷记和/或撤销如该贷记而本不应执行的任何交易，或将如该贷记而本不应建立的任何未平仓头寸平仓的权利。

**13.4** 除非我们另行同意，任何应付给您的款项都将直接转账至您向我们付款时使用的同一来源（在您名下）。

**13.5** 对于应付给我们的任何款项，付款应符合下列条件：

- 13.5.1 除非另有约定，付款必须以您账户的基准货币进行；
- 13.5.2 如果使用借记卡或信用卡付款，该借记卡或信用卡必须是我们接受的卡，并且我们保留收取手续费的权利；
- 13.5.3 除非另有约定，您账户的贷记金额将为扣除所有银行手续费或与付款有关的所有其他转账成本后收到的净清算后资金；
- 13.5.4 如果通过支票或银行转账方式付款，支票出票账户或转账汇出账户必须是以您的名义在认可的金融机构或其他符合我们要求的银行开立的账户；
- 13.5.5 如果您希望通过其他银行（或该行发行的银行卡）付款，请在需要付款之前联系我们以确认是否接受该银行；并且
- 13.5.6 除非另有约定，否则我们不接受现金或来自第三方的付款。

**13.6** 如果您账户处于借方，则您应立即按账户全额支付，除非且仅限适用法律法规（包括《ASIC 指引》）不允许我们向您追偿此等款项时除外。

**13.7** 我们可以拒绝接受支票或银行汇票付款方式，并且可以要求立即通过电汇、借记卡或我们接受的任何其他电子汇款方式付款。

**13.8** 如果您未根据本协议的要求在到期日支付应付给我们的任何款项，我们将对该款项收取利息。利息将从到期应付之日起至我们全额收到相关付款之日止按日计收，利率不超过适用中央银行不时公布的官方短期隔夜利息利率（或我们合理认为实质上具有相同作用的利率）加 4%，并且应按要求支付。

## 14. 信用

**14.1** 在符合适用法律法规的前提下，我们可以根据本第 14 条的规定，自行酌定为您的账户分配交易信用额度。我们会书面向您通知您的账户中可用的信用额度。

**14.2** 信用会增加您的交易资源，并且这将允许您建立新的未平仓头寸。您只能在您的交易资源为正时使用信用额度建立新的未平仓头寸。信用只能用于交易目的。

**14.3** 尽管有上文第 14.2 条之规定，信用额度不能用于支付实亏。

**14.4** 信用不等于现金，除非我们另行同意，否则不可支取或从您的账户转移至您在本公司或任何其他金融机构开立的其他账户。信用额度的提供不属于风险管理工具，您承认您账户中的信用额度以及您对本公司承担的与此信用额度有关的债务不是您对本公司的潜在金融负债的限额，并且它不会限制您的损失。

**14.5** 您承认，信用额度由本公司在分配风险的基础上全权酌定，并且我们可以随时调降您的信用额度。因此，您同意在您的个人财务状况发生变化时立即告知我们。

**14.6** 信用额度的提供受提供之时的若干条款约束。您应确保您在接受我们提供的任何信用额度之前理解并接受这些条款。

**14.7** 我们保留在发出提前 14 天的通知后，后在适用法律法规要求时，立即出于任何原因调整您账户的信用额度或撤销信用额度的权利。

## C. 我们在特殊情况下享有的权利

### 15. 明显错误

15.1 明显错误是指由于我们或任何第三方的过错，在考虑当时的主要市场条件以及市场或标的工具的报价后，显著并且明显不正确的错误、遗漏或错误报价（包括本公司经纪商的任何错误报价）。这可能包括但不限于价格、日期、时间、市场或货币对、隔夜利息计算、返点、佣金不正确，或任何信息、来源、评论、官员、官方结果或公告的任何错误或不明确。

15.2 如果一项交易基于明显错误（无论是您还是我们因该错误获利）和/或在明显错误的基础上平仓，我们可以本着合理和善意的原则：

- 15.2.1 将该交易作废，如同其从未发生；
- 15.2.2 将该交易或因此导致的任何未平仓头寸平仓；或
- 15.2.3 更改交易或订单新交易（视具体情况），以便（在任何一种情况下）其条款与如无明显错误时本应订单和/或继续执行的交易相同。

15.3 我们将在获知明显错误后合理地尽快行使第 15.2 条中的权利。如果可行，我们会事先通知您我们将依据本条采取的任何行动，但如果不可行，我们将在事后尽快通知您。如果您认为某项交易基于明显错误，则您必须立即通知我们。我们将本着诚信善意的原则，考虑与此情况有关的所有信息（包括市场条件以及您的专业知识水平）后，确定根据本第 15 条采取任何行动是否适当。

15.4 除非存在我方欺诈、故意欺骗或过失的情形，否则我们不因明显错误导致的任何损失、成本或费用要求负责。

### 16. 超出本公司控制的事件和市场中断事件

16.1 我们可以认定构成超出本公司控制的事件和/或市场中断事件的某种情况或异常市场条件存在。

16.2 如果我们认定出现超出本公司控制的事件或市场中断事件，则我们可以采取第 16.3 条所述的任何步骤并立即生效。我们将在可行的范围内采取合理的措施，以在采取任何行动前将我们要采取的行动通知您。如果提供事先通知不可行，则我们会在采取任何相关行动时或在事后立即通知。

16.3 如果我们认定出现超出本公司控制的事件和/或市场中断事件，则我们可以采取以下一个或多个步骤：

- 16.3.1 停止或中止交易和/或拒绝订立任何交易或接受任何订单；
- 16.3.2 调整所有或任何市场的正常交易时段；
- 16.3.3 调整我方价格、我方价差以及/或者最小或最大数量；
- 16.3.4 将任何未平仓头寸平仓，撤销和/或执行任何订单，以及/或者调整任何交易、未平仓头寸和订单的价格和/或限制数量；
- 16.3.5 调整与未平仓头寸和新交易有关的保证金系数和/或保证金倍数；
- 16.3.6 调整适用于您账户的强行平仓保证金水平；
- 16.3.7 立即要求支付您欠付我们的任何款项，包括保证金要求；
- 16.3.8 将任何未平仓头寸作废或移仓；
- 16.3.9 限制您的账户，以确保您只能订单将未平仓头寸平仓的交易，而不能新开未平仓头寸；以及/或者
- 16.3.10 结合相关情况，采取或不采取我们认为对保护本公司以及整体客户利益合理的所有其他行动。

16.4 在某些情况下，在采取合理的努力后，我们可能无法取得、建立、重新建立、替代、维持、平仓或处置我们认为有必要的任何

标的工具，以对冲或保护本公司因某个未平仓头寸引发的市场和其他风险敞口。如果发生这种情况，我们可以按主导的我方价格将该未平仓头寸平仓。

16.5 在我们合理行事的前提下，我们不因本第 16 条下引起的任何损失或损害而对您负责。

### 17. 违约事件和类似情况

17.1 下列情况构成违约事件：

- 17.1.1 出现与您有关的无力偿债事件；
- 17.1.2 您属于自然人并且您身故、丧失心智或无力偿还到期债务；
- 17.1.3 您账户的保证金水平触及或低于强行平仓保证金水平；
- 17.1.4 您违反在本协议下作出的任何保证或陈述，或者您在本协议下作出的任何陈述或保证和/或提供给我们的与本协议有关的任何信息不实或有误导性，或变为不实或有误导性；
- 17.1.5 任何到期应付给我们的款项未根据本协议的规定支付；
- 17.1.6 无论您当前是否有任何款项到期应付给我们，任何支票或其他付款工具未在首次出示时兑现，或者后来未被兑现，或者您持续未能按时支付欠付我们的任何款项，包括保证金要求；
- 17.1.7 在我们认为合理的任何时候以及任何期间，我们无法联系到您或者您不响应我们的任何通知或通信；以及
- 17.1.8 在考虑适用于您或我们的相关法律或监管要求后，我们合理认为采取第 17.2 条规定的任何或所有行动属于审慎。

17.2 出现任何违约事件时，我们可以在适用法律法规（包括《ASIC 指引》）允许的情况下和范围内，绝对酌定采取下列全部或任何行动：

- 17.2.1 立即要求支付您欠付我们的任何款项，包括与任何保证金要求有关的款项；
- 17.2.2 除非已经根据第 17.4 条的规定平仓或撤销，将您的全部或任何未平仓头寸平仓；
- 17.2.3 根据第 20 条将任何余额兑换为您的基准货币；
- 17.2.4 撤销您的任何订单；
- 17.2.5 除适用第 19 条的外，行使我们的抵销权和合并权；
- 17.2.6 调整适用于您账户的强行平仓保证金水平；
- 17.2.7 对您的交易或账户执行某个保证金倍数；
- 17.2.8 暂停您的账户并拒绝执行任何交易或订单；
- 17.2.9 调整或撤销您账户的信用额度（如适用）；
- 17.2.10 终止本协议和/或
- 17.2.11 结合相关情况，采取或不采取我们认为对保护本公司以及整体客户利益合理的所有其他行动。

17.3 出现下列情况时，经我们绝对酌定，我们还可以在发出提前 14 天的通知后注销您的账户。如果我们行使本条项下赋予的权利，您的账户将在此 14 天通知期内暂停使用，并且除将现有未平仓头寸平仓的交易外，您将无法订任何其他交易。如果您未在此 14 天的通知期内将所有未平仓头寸平仓，我们有权采取本第 17.2 条规定的任何行动。相关情况包括：

- 17.3.1 启动了任何涉及我们双方并且相互对立的诉讼，并且考虑到该诉讼的标的或所涉争议事项，我们合理确定我们无法在诉讼未决期间继续与您交易；
- 17.3.2 您持续对本公司工作人员有侮辱性行为（例如表现出我们认为严重失礼的行为或使用冒犯性或侮辱性的语言的）；或者
- 17.3.3 我们有合理的理由相信您无法管理因您的交易引起的风险的。

17.4 在不限制我们依据第 17.2 条和第 17.3 条采取任何行动的权利的

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前提下，出现下列情况时，我们还可以将个别未平仓头寸平仓和/或撤销任何订单：

17.4.1 我们与您就某个未平仓头寸有争议。在这种情况下，我们可以将该未平仓头寸全部或部分平仓，以减少争议金额；和/或

17.4.2 对于该未平仓头寸有严重违反协议的情况。

17.5 在不限制我们依据第 17.2 条、第 17.3 条和第 17.4 条采取任何行动的权利的前提下，我们可以在因任何原因开展调查期间自行酌定暂停您的账户。在您的账户暂停期间，您将可以订单将现有未平仓头寸平仓的交易，但将无权订单创建新未平仓头寸的交易。我们可以选择行使此权利的情况包括但不限于下列情况：

17.5.1 我们有理由相信某个违约事件已经出现或可能出现，但认为调查相关情况以进行确认有合理的必要；

17.5.2 我们有理由相信您不能充分理解您要订单的交易或涉及的风险；

17.5.3 我们在发出书面要求后 10 天内未收到我们认为与本协议有关而必需的全部信息，以及/或者

17.5.4 我们有理由相信您的账户安全出现违例，或者您的账户安全受到威胁。

17.6 如果我们在调查期间暂停您的账户，我们将尽合理的努力在五 (5) 个营业日内完成调查。在我们完成调查后，我们将告知您是否可恢复您账户的交易，还是我们需要根据本协议采取进一步的行动。

17.7 在发生相关事件后，我们可以随时根据本第 17 行行使将未平仓头寸平仓的权利，并且将按照受影响未平仓头寸的下一可用我方价格执行此行动。

## 18. 停止提供产品

18.1 我们保留随时自行酌定停止提供某个产品的权利，包括但不限于在 差价合约 衍生自的相关标的工具有下列情况时：

18.1.1 难以在标的市场借入时；或者

18.1.2 依据政府规则或法规被禁止卖空时。

18.2 如果将某个产品从我们开放做空的产品名单中移除，我们可以将您的未平仓头寸平仓。

18.3 对于我们行使此权利的情况，我们不对因未平仓头寸平仓引起或与之有关的任何损失或损害负责。

## 19. 净额结算和抵销

19.1 本协议以及协议下的所有交易都应构成我们与您之间的单个协议的组成部分。您与我们均承认，我们订立协议以及协议下的任何交易的前提，是依赖它们构成双方之间的单个协议的组成部分这一事实。

19.2 在不损害我们依据本协议条款要求您立即付款的权利的前提下，除适用第 3.8 条、第 19.3 条和第 19.4 条以及适用法律法规（包括《ASIC 指引》）的外，我们在任何时候均有权：

19.2.1 将您在本公司或本公司任何关联实体开立的任何或所有账户中的现金以及本公司或本公司任何关联实体为您持有的任何资金合并和整合；以及

19.2.2 将下文第 (a) 款和第 (b) 款所述的金额相互抵销：

a) 本公司或本公司任何关联实体应付给您的任何款项（无论如何以及何时应付），包括您的现金（如为贷方余额）、浮亏以及您在本公司或本公司任何关联实体开立的任何账户总持有的任何贷方余额，即使其中任何账户已经注销；

b) 您应付给本公司或本公司任何关联实体的任何款项（无论如何以及何时应付），包括但不限于与您在本公司或本公司任何关联实体开立的任何账户有关而产生的浮亏、利息、成本、支出和/或费用，或其中的任何借方余额，即使其中任何账户已经注销。

19.3 除第 3.8 条规定的外，如果上文第 19.2.2 条第 (b) 款中规定的任何金额超过上文第 19.2.2 条第 (a) 款中规定的任何金额，则您必须将超过的部分支付给我们，无论我们是否提出要求。

19.4 对于您已经注销的账户和/或已平仓的未平仓头寸，您还有权要求我们行使上文第 19.2 条中的权利。

19.5 如果行使第 19.2 条、第 19.3 条或第 19.4 条下的权利，所有付款义务将合并为一个由您向本公司支付某个净额或由本公司向您支付某个净额的义务。

## 20. 货币兑换与估值

20.1 如果我们在本协议下拥有相应的权利（包括与第 17 条和第 19 条下的本公司权利有关），我们可以将一种货币记账的款项兑换为另一种货币记账的款项。我们还可以在对估值目的有必要时执行名义货币兑换。

20.2 除非我们事先另行同意，对于任何以其他货币记账的任何现金、实盈和实亏、调整、手续费和收费，我们会在记入您的账户前将其自动兑换为您的基准货币。

20.3 浮盈和浮亏如以其他货币记账，可以按您的基准货币估值或以名义条款兑换为您的基准货币。此类余额仅供您参考之用，在将实盈和实亏兑换并记入您的账户之前不是最终结果。

20.4 我们将以商业上合理的汇率执行任何货币兑换或估值 [相比我们不时的报价最高可浮动 +/- 0.5%（含）或按本公司网站上不时的其他规定执行]。我们可能会从与我们订立外汇交易的对手方收到报酬。

20.5 如果我们行使与第 17 条和/或第 19 条有关的我方权利，或者您向我们付款的货币不同于您有义务向我们支付的货币，我们可以将我们因执行任何货币兑换而产生的所有佣金或其他费用转嫁给您。

## 21. 影响标的的工具的公司行为和其他事件

21.1 任何标的的工具和/或其发行人出现公司行为或无力偿债事件时，我们可以通过商业上合理的方式，调整您的未平仓头寸和/或订单，以反映这些行为，并令您的情况尽可能接近标的的工具的直接持有人。

21.2 我们可以根据第 21.1 条采取的行动包括但不限于：

21.2.1 调整与未平仓头寸和新交易有关的保证金系数、保证金倍数和/或最低保证止损订单水平；

21.2.2 对未平仓头寸的开仓价格作出合理、公平的追溯调整，以反映相关行为或事件的影响；

21.2.3 在您的账户中新开一个或多个未平仓头寸和/或将其平仓；

21.2.4 撤销任何订单；

21.2.5 暂停或修订本协议任何部分的适用；

21.2.6 视情况在您的账户中贷记或借记相关金额；

21.2.7 采取我们合理认为适当的所有其他行动，以反映相关行为或事件的影响；以及/或者

21.2.8 对于有限风险账户，对保证止损订单作出合理、公平的追溯调整，以反映相关行为或事件的影响。

21.3 我们可以在计划向标的的工具的持有人支付股息时调整股息。这些调整通常会在除息日进行。多头头寸将收到税后调整净额，而空头头寸将支付声明的含税金额（视情况）。

21.4 我们将尽最大努力在我们合理可行的范围内尽快采取任何此类行动，并且这通常会在相关事件发生后合理可行的范围内尽快进行。

21.5 当我们调整未平仓头寸时，我们将尽可能确保对您持有的未平仓头寸的调整，将从与标的的工具有关的相关事件或行为生效的同一营业日市场交易时段开始时生效。

21.6 根据所涉及的事件，我们可以在不事先通知的情况下采取本第 21 条规定的任何行动。如果我们如此采取行动，我们会在采取任何相关行动时通知您，或事后在合理可行的情况下尽快通知。

## 22. 陈述、保证与赔偿责任

22.1 陈述和保证是由您向我们作出并且我们在与您交易时依赖的个人陈述、保证或承诺。您在订立本协议时以及每次订单交易或向我们发出其他指令时均作出下列陈述和保证：

22.1.1 您向我们提供的所有信息（无论是通过《申请表》还是其他方式）在所有重大方面均真实、准确、无误导性；

22.1.2 如果您是自然人，则您已年满 18 周岁；

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- 22.1.3 除非我们另行书面同意，您是以本人身份交易，而非作为任何其他人的代理人或其他代表；
- 22.1.4 您已经取得了订立本协议和/或订单任何交易和下达指令所需的所有同意和授权；
- 22.1.5 如果您是一家公司或法人，您已获得恰当授权并且依据贵公司的章程和组织大纲或其他章程或组织文件取得了所有必要的法人或其他授权；
- 22.1.6 您不会开展任何违反任何司法管辖区涉及内幕信息、市场操纵或市场滥用的法律法规的交易（包括本协议项下的交易）；
- 22.1.7 您不会从美国或其领地访问交易平台或与我们交易；
- 22.1.8 本协议的订立、任何交易和/或任何订单的下达或任何其他指令的作出不会违反适用于您的任何法律法规或规则；
- 22.1.9 您并未并且将不会向本公司交易平台或网站上传或传输任何恶意代码，或通过其他方式使用任何旨在操纵本公司交易平台或网站的任何方面的电子设备、软件、算法和/或任何交易方法或策略，包括但不限于我们构建、提供或传递我方价格的方式；并且
- 22.1.10 您将本着诚实、公平、善意的原则，使用我们根据本协议提供的产品与服务。

22.2 您同意在本协议有效期内，如果您在《申请表》上提供的详细信息有任何变动，您将及时通知我们，这尤其包括您迁移到其他国家或地区，或者您的财务状况、监管或就业身份（包括裁员和/或失业）发生或预期将发生任何可能影响我们与您开展业务的基础的变动。

22.3 如果您违反本协议项下的任何陈述或保证，包括但不限于在第 22.1 条下作出的陈述和保证，将导致任何交易可作废，或经我们确定后由我们按照当时主导的我方价格平仓。

22.4 在法律允许的最大范围内，对于因下列原因引起的所有款项、普通法诉讼、程序、衡平诉讼、权利请求、要求、损失以及任何其他金额，您将为我们以及我们的相关高级管理人员、员工、代理人 and 代表免除责任、履行义务并进行赔偿，并且同意确保我们以及我们的相关高级管理人员、员工、代理人 and 代表获得免除、履行和赔偿：

- 22.4.1 您在本协议或任何订单或交易（包括本协议下的交易）下的作为或不作为导致的任何违约；
- 22.4.2 您违反任何适用法律，包括《公司法》和适用的市场规则；
- 22.4.3 您在本协议下作出或给予的任何陈述或保证被证明不实或不正确；
- 22.4.4 您或您的任何客户、员工、代理人或授权代理人、顾问或雇员的任何差错、疏忽、欺诈、违法行为、过失、挪用或犯罪行为或不作为；
- 22.4.5 您的任何计算机、电子系统或网络的故障、不可用或未能成功传输要使用的的数据，或者您输入到此类系统或网络中的数据或信息有错误或不充分；
- 22.4.6 我们根据、依据或涉及本协议的任何合法行为；
- 22.4.7 您作出的任何指令、要求或之时；
- 22.4.8 我们遵守适用的市场规则、《公司法》或对我们有管辖权的任何其他监管机构的任何指示、请求或要求；或者
- 22.4.9 我们本着善意的原则接受并执行您或任何授权代理人收到的指令。

## 23. 市场滥用

23.1 当您与我们执行一项交易时，我们可能会在证券交易所，或直接从或向其他金融机构买入或卖出相关标的工具或与该标的

具有有关的金融工具的份额或单位。因此，当您向我们订单交易时，除会影响我方价格外，您的交易可能会影响该标的工具的外部市场。这会造成市场滥用的可能性，本条的目的就是防止这种滥用。

23.2 您在订立本协议时以及每次订立交易或向我们发出其他指令时均向我们陈述并保证：

- 23.2.1 如果按标的工具的价格计算，订单某项交易将会导致您或与您一致行动的其他人所持有的权益达到或超过该标的工具的可申报权益金额，则您将不会订单并且并未订单该交易；
- 23.2.2 您将不会订单并且并未订单与下列有关的交易：
- 配售、发行、分配或其他类似事件；
  - 要约、收购、兼并或其他类似事件；或
  - 任何公司隔夜利息活动。
- 23.2.3 并将不会订单并且并未订单任何违反禁止内幕交易、市场操纵或其他形式的市场滥用或市场不当行为的法律法规的交易；
- 23.2.4 您的行为将符合所有适用的法律法规。

23.3 如果您违反在本第 23 条或本协议的任何其他条款下作出的陈述和保证而订任何交易，或者我们有合理的理由相信您有此行为，除我们在第 17 条下享有的任何权利外，我们可以：

23.3.1 在一项或多项交易会导致您欠付我们款项时强制执行该项或该等交易；

23.3.2 在这些交易会导致我们欠付您款项时将您的所有交易作废，除非且仅当您在收到我们的要求后 30 天内提供确凿的证据，证明您事实上并未违反本协议项下的保证、陈述或承诺时除外。

23.4 您承认，如果您进行交易的唯一目的是操作我方价格，则交易标的工具将属于不当，并且您同意不进行此类交易。

23.5 我们有权（并且在某些情况下必须）向任何相关监管当局报告任何交易或订单的详细信息。您可能还必须作出恰当的披露并且您承诺您将按要求进行披露。

23.6 行使本第 23 条赋予我们的任何权利，不影响我们可能在本协议或普通法律下享有的任何其他权利。

## 24. 您的取消权

24.1 您有权在 14 天的取消期内向我们发送书面通知后取消本协议。您无需说明取消的理由，并且即使您在取消期届满前已经获得了我们的服务，此取消权仍然适用。

24.2 取消期自本协议开始适用于您之日起计算。

24.3 您只能通过书面方式向我们发送取消通知。此通知将根据第 34 条的规定视为由我们收到。

24.4 由于本公司合约的价格取决于标的工具的波动，而后者不受我们控制并且可能在取消期内出现，因此如果您订单的任何交易在我们收到取消通知之前已经执行，则您无权要求取消本协议。

24.5 在有效取消后，并且除第 19.2 条规定的外，我们会将您在我们收到您的取消通知之前存于本公司的所有资金退还。

24.6 如果不行使取消权，本协议将在我们根据第 32 条的规定发出通知，或行使我们享有的任何其他终止本协议的权利，由您或我们终止协议前持续有效。本协议无最低期限或固定期限，除非根据其条款终止，否则将每年自动续期。

## 25. 投诉和争议

25.1 如果您希望提出任何投诉或争议，您应尽快联系我们。如果我们发现任何争议，我们将尽快通知您。

25.2 请自行保留交易以及任何其他事项的日期或时间记录，以便可以帮助我们调查任何投诉或争议。如无正当理由的任何交易或其他事项的日期和时间信息，我们可能难以或者合理地无法找到与交易以及其他事项有关的记录/磁带。

25.3 我们制定了《内部争议解决政策》，以便我们及时公平地处理投诉。此政策的详细信息可向客户管理部索取。

25.4 所有投诉或争议都应首先向客户管理部提出（详情见本公司网站）。如果投诉或争议未在 5 个营业日内满意解决，您可以按相同的地址将问题提交给合规经理。



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25.5 如果您或我们对对方通知有争议，您与我们本着诚信善意的原则协商，以尝试及时解决争议，包括但不限于通过交换任何相关信息，确定并使用可以适用于争议标的的任何约定流程，或者在没有此类约定流程时或您与我们均认同该约定流程将不适合时，确定并执行某种争议解决方法。

25.6 合规经理将在您投诉后 30 个日历日内向您提供内部最终答复。如果您对我们的投诉或争议调查或处理仍不满意，您可以将该事项提交澳大利亚金融投诉管理局 (AFCA)，其地址为 GPO Box 3, Melbourne VIC 3001。尤其是您有权在您的分类为零售客户并且在引发投诉或争议的事件发生时也分类为零售客户时有权向 AFCA 提出投诉或争议。AFCA 提供的服务是免费的。有关 AFCA 的更多信息，详见其网站：[www.afca.org.au](http://www.afca.org.au)。

## D. 其他规定及法律问题

### 26. 隐私和数据保护

26.1 我们将根据数据保护和反洗钱法律的规定取得并持有与您有关的信息（包括但不限于个人信息以及与您的账户和账户历史有关的信息）。您同意，我们可以依赖、持有和处理您的信息，以用于履行我们在本协议项下的义务，包括管理与您之间的关系、管理您的账户、催收应付的款项、审议您的任何申请、执行风险评估、遵守监管义务以及进行产品开发和开发。

26.2 您同意我们按如下规定披露本第 26 条中所述的任何信息：

26.2.1 根据本第 26 条的规定；

26.2.2 依据法律或监管义务要求时；

26.2.3 在适当或经合理要求时披露给监管当局，以及在我们合理认为对于预防犯罪而有必要时披露给第三方，例如警方；以及

26.2.4 在合理必要时，披露给任何为我们提供与我们为您的账户提供的服务或本协议有关的服务或许可的任何第三方，但仅限于提供该服务或许可的目的，或与我们遵守对任何此类第三方服务提供商或许可方的任何报告、审计或检查义务有关的目的。

26.3 为了向您提供服务，您承认可能需要将您的信息传输到在其他国家或地区为我们提供服务的人，包括位于澳大利亚之外的人，并且您同意此类传输。

26.4 您同意我们或代表我们的本公司代理人开展我们合理认为有必要或适宜的征信和身份核查，包括反洗钱核查、监管合规报告以及欺诈预防核查，包括要求您的银行或任何征信机构提供证明。您理解并同意，本条中所述的任何第三方可以向我们以及涉及征信调查、欺诈和/或犯罪和/或洗钱预防或类似目的，或相关债务催收的其他组织共享与您有关的信息。

26.5 您授权我们通过电子邮件、电话或邮寄方式联系您，以向您提供精选的与提供给您或之前提供给您的产品或服务类似或相关的本公司产品或服务。您同意我们在您在本公司拥有账户期间以及您注销账户后出于此目的使用您的数据。如果您不希望收到该信息，请书面或通过电话联系。我们的详细地址和联系方式载于本公司网站。

26.6 如果您将《申请表》提交给我们，代表您同意受本公司网站上所规定本公司《隐私政策》的条款约束，包括授权我们将您的个人数据传输给选定的关联实体或第三方（包括推荐人），以用于通过电子邮件、电话或邮寄方式与您联系，从而向您提供有关该方提供的，与我们向您提供或之前向您提供的产品或服务类似或相关的精选产品或服务。您同意我们在您在本公司拥有账户期间出于此目的使用您的数据。如果您不再希望收到该信息，请按本公司地址书面联系我们或直接书面联系相关地第三方。

26.7 如果您是由某个推荐人推荐给我们的，您同意我们与该推荐人交换信息，以便履行我们在本协议下的义务，以及根据要求维护我们与该推荐人的关系。这可能导致（包括但不限于）我们会披露有关您的金融和个人信息、您的申请、账户中的交易活动详情和/或您的账户行为和/或您对本公司设施的使用（包括在您使用我们的学习工具和交易模拟器时获取的信息）。如果您不再希望我们传递该信息，请按本公司地址书面联系我们。

26.8 如果我们持有、处理或披露信息的方式有任何变更，我们将尽合理的努力，通过在本公司网站上发布公告、通过向您最后的已知电子邮件地址发送电子邮件等方式联系并通知您。如果您未在通知之日后 60 天内书面告知我们您反对该变更，并且您在此通知期届满后继续维持账户，则我们将视为您已经同意该变更。

26.9 如果您希望查阅我们所持有的有关您的信息，或更正不准确的信息，请按本公司网站上所列的本公司电子邮件地址发送电子邮件联系我们。请注意，我们可能要求您为此信息支付费用。请注意，某些信息可能免于披露，并且在某些情况下，我们可能无法披露特定的信息。

26.10 您同意，我们可以记录与您之间的所有通话并监控我们收发的所有电子邮件和电子通信（并建立记录）。所有此类记录都属于我们的财产，可以由我们（包括但不限于）在双方之间出现争议或进行培训时使用。

### 27. 知识产权

27.1 本公司网站（包括交易平台）以及我们可能向您提供或开放的任何及所有信息、软件应用程序、文档和其他信息、数据以及资料，无论是直接或通过第三方服务提供商或许可方提供或开放（统称为“City Index 资料”），是且始终是我们的财产或我们第三方服务提供商或许可方的财产。

27.2 City Index 资料中的所有版权、商标、设计权和其他知识产权，包括但不限于所有更新、修改、编纂和增强，以及基于任何 City Index 资料的演绎作品，是且始终是我们的财产（或在适用时是且将始终是本公司第三方服务提供商或许可方的财产）。

27.3 我们向您提供或开放 City Index 资料的前提是：(a) 我们同时也可以向其他人提供和开放这些资料；并且 (b) 我们可以停止或暂停提供任何资料，但我们将在您的账户已经注销或者我们的任何第三方服务提供商或许可方或适用法律要求，或者本协议中另有规定时如此做（但本专业客户通用条款或其附件中另有规定的除外）。

27.4 您仅可以根据本协议的明确允许访问 City Index 资料并用于操作您的账户。

27.5 您必须遵守与任何 City Index 资料或其使用有关的任何政策，包括我们或本公司第三方服务提供商或许可方可能发布的，并且我们可能不时通知您的任何附加限制或其他条款和条件。

27.6 未经我们事先书面允许，您不得将 City Index 资料全部或部分提供给任何其他人，并且您不得复印或复制全部或部分 City Index 资料。

27.7 您不得删除、遮盖或涂改在任何 City Index 资料上展示的版权或其他专有权利声明。

27.8 如果您向我们提供与本公司网站有关的任何资料，您必须在注销账户时将其归还给我们。

27.9 除非本协议或您与我们之间的任何其他书面协议项下明确允许，您不得：(a) 修改、翻译或基于任何 City Index 资料创建演绎作品；(b) 采取任何行动破坏或质疑或威胁破坏或质疑任何其他客户对任何 City Index 资料的享受或使用，或我们或本公司任何第三方服务提供商或许可方在任何 City Index 资料中的权利；(c) 对由软件组成的任何 City Index 资料进行反向工程、反编译、反汇编，或通过其他方式发现其源代码。

27.10 如果您获知对 City Index 资料的任何未经授权使用或不当使用，您必须立即通知我们，并且经我们合理要求，您必须配合我们纠正违规和/或采取措施防止未来再次发生。

27.11 我们或我们的第三方服务提供商或许可方可以不时修改市场数据、本公司交易平台或网站或 City Index 资料，以及/或者提供这些资源的方式或速度，并且这些修改可能要求相应修改您用于访问 City Index 资料的方法或方式，以及/或者导致您对 City Index 资料的访问或使用中断或收到不利影响。我们或任何其他 City Index 当事人均不对任何此类后果负责。

### 28. 网站和系统的使用

28.1 我们将尽合理的努力确保本公司网站、移动服务以及本公司的系统能够正常访问，以根据本协议的规定使用。但是，其中的全部或任何资源可能会无法正常运行，或者根本不能运行，或者我们

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的场所可能会遭受停电。在此基础上：

28.1.1 我们不保证这些资源将始终可访问或可使用；

28.1.2 我们不保证访问将不会中断或无错误。

28.2 我们可能暂停对本公司网站的使用，以执行维护、维修、升级或解决任何开发相关的问题。我们将尽合理的努力向您通知相关情况，并为您提供替代方式以进行交易或获取有关您账户的信息，但在紧急情况下，这可能不可行。

28.3 我们保证我们有权允许您根据本协议使用本公司网站。

28.4 我们将尽合理的努力确保本公司网站无任何恶意代码，但我们并不保证它将始终没有任何恶意代码。您应使用自己的恶意代码防护软件，并确保其保持更新并达到良好的行业标准。此外，您不得将任何恶意代码上传或传输到本公司交易平台或本公司网站的任何其他方面。

28.5 您有责任确保您的信息技术与我们的技术兼容，并且满足可能不时修订的本公司最低系统要求。当前生效的最低系统要求载于本公司网站上。

28.6 我们或其他第三方服务提供商或许可方可能向您提供与本公司服务的提供有关的信息。您同意：

28.6.1 如果任何此类信息不在任何方面不准确或不完整，或者对于您依据该数据或信息的任何作为或不作为或这您对该数据或信息的依赖，我们或任何其他 City Index 当事人均不承担责任或义务；

28.6.2 您将该信息仅用于本协议中规定的目的；

28.6.3 您将如实填写下列文件并及时提交给我们：

- a) 针对您作为信息用户的身份，我们可能随时要求的任何声明；以及
- b) 与向您提供任何信息有关而与我们或本公司的任何第三方服务提供商或许可方订立的任何附加协议；

28.6.4 此类信息是我们或提供者的专属财产，并且您将不得将该数据或信息全部或部分再次传书、再次分发、发表、披露、篡改、修改、出租、出借、许可或展示给第三方；并且

28.6.5 您将支付我们可能不时通知您的，与您访问和使用任何信息有关的任何费用和其他成本，并且您应负责支付与您访问和使用任何信息有关，而由任何境外或境内国家、州、省或地方政府机关或其组成部分征收的任何及所有税收、收费或核定费用，以及任何相关罚金或利息。

28.7 可能会向您提供多种访问方法（例如移动、桌面电脑）。不同的访问方法可能具有相互不同的功能和内容，并且相关内容和功能可能在事先通知的情况下更改。

28.8 如果您选择使用第三方软件应用程序来为您提供交易程序、信号、回单、风险管理或其他交易辅助，或使用第三方托管或交易应用程序（例如 MetaTrader），则我们不对这些应用程序、产品或服务承担任何责任。无论我们是否向您提供、推广或赞成相关第三方应用程序、产品或服务，前述规定均适用。

## 29. 责任限制

29.1 本协议中的任何规定均不排斥或限制我们对于因我们的过失、欺诈或欺诈性不实陈述导致的死亡或人身伤害的责任，或者依据任何适用法律或任何监管机构的要求不能排除的责任。

29.2 除第 29.1 条规定的外，我们不对下列情况负责：

29.2.1 超出本公司控制的事件；

29.2.2 我们可能依据下列规定采取的任何行动：

- (i) 第 15 条（“明显错误”）；
- (ii) 第 16 条（“超出本公司控制的事件或市场中断事件”）；和/或
- (iii) 第 17 条（“违约事件和类似情况”），但前提

是我们依据这些条款的规定行事并且尤其是在要求采取行动时合理行事；

29.2.3 第 28 条（“网站和系统的使用”）规定的任何通信中断（因任何原因），包括但不限于本公司网站（包括交易平台）或本公司电话系统不可用，但始终以我们的行为符合第 28 条的条款为前提；

29.2.4 任何非由本公司提供的第三方交易系统、软件或服务的使用、运行、性能和/或故障；

29.2.5 您遭受或产生的任何权利请求、损失、费用、成本或责任（统称为“权利请求”），但因我们违反协议或有过失或故意违约而遭受或产生的损失、费用除外。

29.3 除第 29.4 条描述的外，在符合第 29 条对本公司责任的限制的前提下，我们仅对在订立本协议时属于违反本协议的合理可预见的后果的损失负责。

29.4 我们或任何其他 City Index 当事人均不对作为主要损失或损害的副产品而发生以及您和我们不能预见的间接损失负责。我们或任何其他 City Index 当事人均不因您已经向我们或 City Index 当事人告知相关损失或任何特殊情况的可能性，而对您遭受的，我们或其他 City Index 当事人可预见的损失负责。

29.5 我们或任何其他 City Index 当事人均不对您的任何利润损失、机会损失或预期储蓄损失或任何交易损失负责。

29.6 无论我们或本公司任何员工或代理人或任何 City Index 当事人知道所产生权利请求的可能性，第 29 条中的责任限制均适用。

29.7 我们开展本协议所涉及业务的前提是本条中的责任限制和/或排除可强制执行。我们未针对本条中描述的任何潜在责任购买保险。如果您不接受责任排除和限制，则您不应与我们交易。

即使本协议中有任何其他规定，如果《2001 年澳大利亚证券和投资委员会法（澳大利亚联邦）》第 2 部分第 2E 小部分或任何其他法律在本协议中隐含了任何条款、条件或保证，并且废止该条款、条件或保证，或禁止其适用或行使或其下的责任，该条款、条件或保证应视为包含在本协议中。但我们违反该条款、条件或保证的责任应按我们的选择，以下列两个选项中的一个或两个为限：

(a) 重新提供服务；或者

(b) 支付重新提供服务的成本。

## 30. 您的资金

30.1 您汇至或已经汇至本公司的，或已经被汇至本公司的，或将由本公司代表您持有的任何资金，均属于《客户资金规则》定义的客户资金，将由我们始终并出于此目的受托代您持有。根据《客户资金规则》的要求，客户资金必须并且将会与本公司的自有资金隔离。

30.2 我们通过向一家澳大利亚存款机构 (ADI) 或认可的外国银行开立的账户（下称“客户资金账户”）代表您持有客户资金，在法律允许的范围内，这可能投资于定期存款，并且将根据《客户资金规则》的规定建立、维护和操作。根据《公司法》(Cth) s7.8 的允许，我们可以使用大额投资客户的资金来履行我们在与其交易相关的衍生品的过程中所产生的保证金、担保、确保、转让、调整或结算交易等方面的义务。

30.3 如果任何银行或其他允许的第三方持有本第 30 条下的资金：  
(a) 我们不对该实体的作为或不作为、倒闭、无力偿债或影响该实体的任何类似事件负责；并且 (b) 该实体涉及无力偿债或其他类似程序时，我们仅代表您和我们的客户对该实体拥有无担保债权，并且您将面临我们从该实体收回的资金不足以满足您以及对相关账户拥有债权的所有客户的债权的风险。

30.4 除非我们事先明确书面同意，否则我们不为任何客户资金（包括通过定期存款方式持有的资金）或者您在第 30.4 条下汇至本公司的资金支付利息。您特此承认，我们代您持有的资金挣得的所有利息将归我们所有，并且（如果您能够和/或被要求如此做）您将该利息的受益权益转让并让渡给我们。与我们存放定期存款有关二产生的利息费用或手续费将由我们承担，不会转嫁给您。

30.5 对于您账户中持有的任何客户资金，或对依据第 30.4 应付

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给您的款项而对我们享有的任何权利请求，您将不会向除本公司以外的任何人设立任何担保权益。

**30.6** 如果您在本协议下欠付我们的任何款项到期应付给我们，则根据《客户资金规则》，我们应停止将我们代您持有的等于相关金额的任何客户资金视为客户资金。您同意，我们可以将该资金用于履行到期应付给我们的全部或部分相关款项。出于本条之目的，您在本协议下欠付我们的任何相关款项将在您或代表您产生之时立即到期应付，无需我们事先通知或要求。

**30.7** 如果我们将我们的业务全部或部分转让给其他法人实体（包括我们的任何集团成员公司），并且您的客户资金与所转让的业务有关，则我们可以将我们作为客户资金代您持有的任何资金（扣除依据本客户协议的条款允许扣除的任何金额后）转移至该实体。如果我们依据本条的规定将您的客户资金转移至其他法人实体，则我们将要求该实体根据《客户资金规则》代您持有相关客户资金。

**30.8** 您同意，如果您在本协议项下欠付我们的全部或部分义务到期应付但未得到支付，则我们有权将客户资金视为到期应付给我们。

**30.9** 在本第 **30** 条中，“客户资金规则”是指《公司法》第 **7.8** 部分的规定以及《2001 年公司条例（澳大利亚联邦）》的相关规定。

## 31. 税费

**31.1** 与您的交易有关而可能产生的所有税费均由您负责支付。如果由于您的交易，依据澳大利亚税制产生任何税负，或者须在任何其他司法管辖区缴纳任何印花税、转移税、红利税、预扣税或其他税收或摊赋，则我们保留将这些税负转嫁给您的权利。我们可以选择通过从您的实盘中扣除任何相关金额的方式来实现这一目的。要详细了解我们在某个市场的惯例，请参阅本公司网站或致电客户管理部。

**31.2** 我们不对因法律或惯例变动导致的任何税费负责。

**31.3** 我们没有责任向您提供有关税法或实务方面的意见。在所有情况下，您都应负责自行取得与您的交易有关的税务意见。

## 32. 修正和终止

**32.1** 我们可以通过向您发送书面变更通知的方式，全部或部分修正或替代本协议的任何条款或任何部分。对本协议的修正除非经我们书面明确表示同意，否则不具有效力和约束力。我们仅在有充分的理由时进行变更，这包括但不限于：

- 32.1.1** 使其更明确或对您更有利；
- 32.1.2** 反映向您提供服务的成本的合法变动；
- 32.1.3** 反映适用法律法规或实践规范的变得，或法庭、裁判机构、监管机构或类似机构的决定；
- 32.1.4** 反映市场条件的变化；或者
- 32.1.5** 反映本公司业务经营方式的变化。

**32.2** 在不损害第 **32.3** 条效力的前提下，您可以明确同意修正通知中列明的变更，如果您在修正通知后的行为能够表明您同意变更（例如在修正通知后向我们下达订单），则也可能视为您已经从生效日期起完全接受所有变更。

**32.3** 如果您对任何变更有异议，您必须在该通知依据第 **34** 条（“通知”）的规定视为由您收到之日起 **14** 天内告知我们。否则您将被视为已经接受变更。如果您向我们发出您对变更有异议的通知，这些变更将不适用于您，但我们可能要求您在合理可行的情况下尽快注销您的账户，以及/或者仅允许您下达将未平仓头寸平仓的交易和/或订单。

**32.4** 除第 **32.2** 条规定的外，根据本第 **32** 条作出的修正或新条款将自通知中指定的变更生效日期（我们将注明）起适用（包括所有未平仓头寸和未执行的订单）。

**32.5** 除本协议中规定的任何其他权利外，我们可以随时在向您发出提前 **14** 天的通知后，停止提供某个产品或终止本协议并注销您的账户。这是我们可能享有的终止本协议和/或注销您的账户的任何其他权利的补充。如果我们停止提供某个产品或市场，您同意在 **14** 天的通知期内将与该产品或市场有关的所有未平仓头寸平仓，但我们另有指示的除外。在 **14** 天的通知期届满后，您与该产品或市场有关的未平仓头寸将被自动强行平仓。

**32.6** 您还可以在向我们发送书面通知后，随时全部或部分终止本协议和/或注销您的账户。在我们收到通知，所有未平仓头寸已经平仓，所有订单已经撤销，并且您的所有义务均已履行后，您的账户将在合理可行的情况下尽快注销。

**32.7** 无论是您还是我们依据 **32** 条发出注销账户和/或终止本协议的通知，我们都保留拒绝允许您订立任何可能导致您持有进一步的未平仓头寸的交易或订单的权利。

**32.8** 如果您自您有权转移该账户中持有的资金之日起六年期间，您的账户上没有任何交易（即使有利息、手续费或类似项目的收付），并且我们在采取合理的步骤后无法联系到您，则您授权并指示我们将您的账户余额视为无人认领的资金，并根据适用的无人认领资金法律的规定处理。在这种情况下，您将免除我们并且不追究我们对该资金的责任。

## 33. 与本协议有关的一般规定

**33.1** 任何法院或监管当局均可能裁定本协议的任何部分或条款不可执行。如果发生这种情况，本协议的相关部分将不具有效力，并且将不视为本协议的组成部分。但这将不导致本协议的任何其他条款或部分无效。

**33.2** 未经我们事先书面同意，您不得转让、更替或转移您在本协议项下的任何权利或义务。我们可以在发出提前 **30** 天的通知后转让或转移我们的全部或任何权利，并且您提供对于我们在本协议项下任何义务更替给任何人（包括我们的任何关联实体）的常设同意。我们将遵守可能适用于该转让的适用法律和监管要求，包括在必要时取得您或任何其他当事人的同意。

**33.3** 您或我们均可选择不要求对方遵守本协议，也可以延迟要求对方遵守本协议。这不构成作出此类选择的一方放弃其在本协议项下的权利，除非该方明确声明这是其意图。这意味着相关方在未来仍可以要求遵守本协议。

**33.4** 除第 **27** 条、第 **28** 条、第 **29** 条和第 **33.5** 条规定的外，本协议的任何条款均不在将不属于本协议当事人的任何人赋予任何利益。

**33.5** 在法律允许的范围内，根据我们的要求，本协议项下的权利由我们代表自身并受托代表我们的关联实体持有，并且因此可以由我们的任何关联实体强制执行。本协议任何规定的变更、修正、修订、中止、取消或终止，我们不需要我们的关联实体同意。

## 34. 通知

**34.1** 本第 **34** 条不适用于下列情况：

- 34.1.1** 您根据本协议下达订单和执行交易，在这种情况下，相关通信将根据第 **4** 条和第 **12** 条的规定处理；
- 34.1.2** 我们根据第 **10** 条的规定提供保证金要求、保证金系数或保证金倍数调整通知；或者
- 34.1.3** 我们根据第 **11.3** 条的规定提供适用于您账户的强行平仓保证金水平调整通知。

**34.2** 如果通知可以通过书面方式提供，则可以通过信函、传真、电子邮件或（如果《ASIC 规则》允许）本公司网站（包括交易平台）提供。

**34.3** 我们可以按照您最后已知的家庭或电子邮件地址、工作地点、传真、电话、寻呼号码或其他详细联系方式向您发送通知。

**34.4** 您必须按本公司地址，通过信函将通知发送到客户管理部。

**34.5** 除非本专业客户通用条款中另有明确约定，我们向您作出或您向我们作出的任何通知将按如下时效视为已经作出和收到：

- 34.5.1** 亲手交付至本专业客户通用条款中的本公司地址或您最后已知的家庭或工作地址时：在交付之时；
- 34.5.2** 通过头等邮件在营业日寄出时：下一营业日或未在营业日寄出时在邮寄后第二个营业日；
- 34.5.3** 通过航空邮件从澳大利亚寄出时：在邮寄后第二个营业日（或未在营业日寄出时在邮寄后第四个营业日）；

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34.5.4 在营业日下午 4 点前通过传真发送时：在收到“传输完成”报告后一小时。如果在任何其他时间通过传真发送：在下一营业日上午 9 点（前提是收到了“传输完成”报告）；以及/或者

34.5.5 在营业日下午 4 点前通过电子邮件发送时：发送后一小时。如果在任何其他时间通过电子邮件发送：在下一营业日上午 9 点，但如果发送人从电子邮件服务提供商收到“未发送”、“未收到”或类似消息的，则不视为该电子邮件已交付。

34.6 此外：

34.6.1 我们可以通过短信方式向您发送通知，在这种情况下，您将在我们发送消息后一小时被视为已经收到该消息，但前提是我们并未收到“未发送”消息。

34.6.2 我们可以在本公司网站或交易平台上向您留言，并且这将在我们发布留言后一小时视为已交付。

## 35. 管辖法律、管辖权及语言

35.1 本协议以及我们订立本协议之前的双方关系受澳大利亚新南威尔士州法律管辖并依其解释。

35.2 澳大利亚联邦法院和新南威尔士州法院对因本协议以及本协议所设立法律关系引起或与之有关的任何权利请求或事项拥有专属管辖权。

35.3 在相关其他司法管辖区的法律允许的范围内，我们有权在任何其他有关司法管辖区对您提起程序，并且在任何一个或多个司法管辖区提起程序不排斥在任何其他司法管辖区提起程序，无论是否同时提起。

## 36. 定义

在本协议中，下列名词和表达的含义如下：

“账户”是指我们为您维护的任何账户，用于交易本协议项下开放的产品，持有您的现金、保证金要求和保证金付款，以及贷记或借记实盈和/或实亏。

“代理人”是指经本公司同意，可就本协议为您行事和/或代表您作出指令的代理人或代表。

“约定流程”是指第 25 条中规定的投诉处理程序以及您与本公司就任何争议商定的任何其他流程。

“协议”是指专业客户通用条款与《补充条款》、《申请表》和市场信息的合称。

“修订通知”是指我们根据第 32.1 条发出的通知。该通知可以通过电子邮件或邮寄的方式发出。

“申请表”是指您根据本协议为了开户以及与本公司开展交易而填写的表格（纸质版或电子版）。

“ASIC”是指澳大利亚证券与投资委员会。

“ASIC 指引”是指 ASIC 公司（产品干预令 - 差价合约）指引第 2020/986 号。

“关联实体”是指符合《公司法》第 50AAA 条定义的关联法人。

“基准货币”是指账户的记账货币，也是我们贷记和借记您的账户时将使用的货币。

“营业日”是指每周星期一至星期五，但澳大利亚新南威尔士州的任何公众假日除外。

“现金”是指交易平台上所显示的，代表您账户中已清算的可用资金余额的数字。

“City Index 资料”具有第 27.1 条中规定的含义。

“City Index 当事人”是指本公司、本公司关联实体、本公司的第三方服务提供商和本公司的第三方许可人，以及本公司、本公司关联实体、本公司的第三方服务提供商和本公司的第三方许可人的董事、高级管理人员、股东、代理人 and 代表的统称。

“客户管理部”是指本公司的客户服务团队。

“利益冲突政策”是指本公司有关在提供我们的服务过程中可能引发

的潜在利益冲突以及我们将如何管理这些冲突的政策。

“差价合约”是指差价合约，这是一种投资合约，其盈亏等于账户开仓价格与平仓价格的差。

“公司行为”是指与任何相关标的工具的发行人有关的下列任何事件：

(a) 任何性质的所有配售、以股代息、送红股、转增股本或其他股份/权益发行或要约，或赋予股份/权益认购权利的任何权证、期权或类似工具的发行；

(b) 发行人对自身股份/权益的任何收购或注销；

(c) 任何股本减少、分拆、合并或重新分类；

(d) 任何现金或股份分配，包括任何股利支付；

(e) 收购或兼并要约；

(f) 影响相关股份/权益的任何合并或重组；以及/或者

(g) 对作为标的工具的股份/权益的市场价值具有稀释或集中作用的其他事件。

“公司法”是指《2001 年公司法（澳大利亚联邦）》。

“信用”是指经本公司确定并分配到您的账户的固定金额。

“每日隔夜利息手续费”是指我们每天对未平仓头寸收取的费用。每日隔夜利息手续费的详细信息载于我们的网站中。

“可申报权益”是指依据法律规定或交易标的工具的证券交易所或其他设施的规定，在重大时间持有标的工具的财务或其他权益的水平或比例达到时必须公开披露的水平或比例。

“争议”是指您与我们之间出现的，经向对方发出争议通知的一方自行认为需要执行第 25 条所规定争议解决程序的任何争议。

“既有头寸”是指通过《ASIC 指引》生效之日（即 2021 年 3 月 29 日）前的交易创设的未平仓头寸。

“既有头寸账户”是指仅与既有头寸有关的账户。

“违约事件”具有第 17.1 条规定的含义。

“超出本公司控制的事件”是指引发于或归咎于超出本公司合理控制的任何作为、不作为、事件或意外的，妨碍我们履行或在其他方面延误或阻碍我们履行本公司在协议下的任何或全部义务的任何事件，包括（但不限于）：

(a) 紧急或异常的市场条件；

(b) 遵守任何法律、政府法令或监管要求，或任何法律法规或规则（或任何法院、裁判机构或监管当局对其适用或官方解释）的任何变动或修正；

(c) 我们认为妨碍本公司在我们通常接受交易的一个或多个标的工具的任何市场维护有许多交易或套期保值活动，或履行增加的第三方经纪商保证金付款要求的任何作为、不作为、事件或意外；

(d) 任何交易和/或标的工具出现仓位过大波动的事件，或我们预期（在合理判断后）会出现这种波动的事件；

(e) 任何相关供应商、中间经纪商、本公司代理人或订单人、托管人、次托管人、交易商、交易所、清算所、监管机构或自律组织因任何原因未能履行其义务；

(f) 任何罢工、封锁或其他劳资纠纷，暴动、恐怖主义、战争、内乱，核污染、化学污染或生物污染，天灾、恶意破坏、意外、设备故障、火灾、洪水、风暴、电力供应中断、公用事业故障，或任何电子、通信或信息系统的故障或中断；以及/或者

(g) 我方价格所依据的或可能涉及的任何指数/市场/交易所/清算所暂停或关闭，或我方价格所依据的或可能涉及的任何因素或标的工具废止或失效，或者任何此类因素被实施了限制或特殊或异常的条款。

“专业客户通用条款”是指本条款和条件。

“普通账户”是指用于在 City Index 交易平台上买卖产品的标准账户。

“当日有效 (GFD)”是指根据第 8 条规定在订单当日有效的订单。未执行的 GFD 订单在根据本协议撤销时、相关市场过期时或我们停止在相关市场交易时失效。

“指定时效 (GFT)”是指在您指定的时间之前持续有效的订单。未执行的 GFT 订单在根据本协议撤销时、相关市场过期时或我们停止在相关市场交易时失效。

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“撤销前有效 (GTC)”是指在根据本协议撤销之前持续有效的订单。未执行的 GTC 订单在您根据本协议撤销订单时、相关市场过期时或我们停止在相关市场交易时失效。

“保证止损订单”是指按照事先约定价格（由我们与您之间约定）执行交易以将未平仓头寸平仓的指令，受第 8 条的规定限制。

“开仓保证金”是指《ASIC 指引》中规定的杠杆率和保证金限制，详见《补充条款》和本公司网站。

“无力偿债事件”是指对于任何人而言：

(a) 通过了或作出了对该人实施停业清理、解散或破产管理的决议或裁定；

(b) 对该人作出了任何破产裁定；

(c) 该人的全部或任何部分业务或资产被任命了破产接管人、行政管理人、破产管理人、行政接管人或类似官员，或被任何财产负担持有人占有或出售；

(d) 与债权人达成全面安排或和解，或向法院递交文件或向法院申请全面破产保护，或作出具有该效果的任何安排；或者

(e) 如果相关人无力偿债或另行无法偿还到期债务，或相关人出现与本定义第 (a)、(b)、(c) 或 (d) 款类似的任何无力偿债行为或事件。

如果该人属于合伙企业，则任何合伙人出现本款所列任何事件，均构成该人出现无力偿债事件。

“信息”是指直接或通过第三方服务提供商或许可人向您提供的市场行情数据、推送新闻和其他信息，以及其中可以通过识别、重新计算或再工程等方式使用或处理而得出相关数据或信息或予以替代的任何元素。

“推荐人”是指经本公司指定向我们推荐潜在客户或客户的个人或企业。

“联名账户持有人”具有第 3.9.1 条规定的含义。

“限价订单”是指将在某个市场的价格比您下达订单时的我方价格对您更有利时执行的订单。

“限制风险账户”是指由本公司指定为“关联账户”，并告知您出于在本协议项下计算您的总保证金和/或您的交易资源之目的而关联的账户。

“多头头寸”是指因下达按我方卖出价买入某个市场的单位的一项或多项交易产生的未平仓头寸。

“损失”是指任何亏损、权利请求、伤害、损害、判决赔偿金额、判决赔偿金额的利息、评估费用、税收、成本、手续费、收费、支付的和解金额或其他负债（包括但不限于合理的律师费、催收成本以及因成功抗辩任何权利请求而产生的任何合理成本），但一个人的损失不包括因相关人的欺诈、故意违约或重大过失直接导致的任何伤害、成本、亏损和费用。

“恶意代码”是指旨在禁用、损害、中断、操纵、修改或篡改任何软件、硬件、网络或其他技术的运行，允许未经授权访问，或进行擦除、破坏或修改而设计的任何计算机病毒、木马、蠕虫、时间炸弹或类似代码或组件。

“明显错误”具有第 15.1 条规定的含义。

“强行平仓保证金水平”是指触及或低于该保证金水平时，我们可以或在相关法律法规（包括《ASIC 指引》）要求时将会将您的未平仓头寸平仓并依据第 11 条之规定采取其他行动限制您的账户。我们会向您通知强行平仓保证金水平。

“保证金系数”是指我们为各个市场设定的单位比例或数量，保证金系数乘以数量即得出相关保证金要求。

“保证金水平”是指净权益（您的现金与浮盈浮亏之和）除以总保证金的比率（用百分比表示）。您的保证金水平将在交易平台上显示。

“保证金倍数”是指对于一项交易，为增加您必须持有的金额以作为担保，而乘以保证金要求的数值。

“保证金要求”是指作为订立一项交易的代价以及维持某个未平仓头寸，您必须在本公司存入的金额。

“市场”是指我们提供的合约，由一组参考某个标的工具的唯一价格信息、最小和最大数量、过期时间以及其他商务特征组成。

“市场中断事件”是指下列任何事件：

(a) 标的工具的交易因任何原因被暂停或受到限制，包括因标的

工具的价格波动超过相关交易所允许的限制，或者相关交易所或交易所对标的工具的交易实施了限制或特殊或异常的条款；

(b) 我们订立的与任何相关标的工具或其他相关金融工具的交易被相关交易所或清算所撤销或暂停；

(c) 标的工具仓位出现异常波动或异常失去流动性，或者我们合理预期会出现此类事件；以及/或者

(d) 出现我们认为会导致标的工具或交易发生市场中断的任何其他事件。

“市场交易时段”是指我们可在市场中随时提供我方价格并执行交易和订单的时段，进一步的详情载于市场信息中。

“市场信息”是指位于交易平台上的一份电子文档（也可申请提供纸质版），其中列明了各个市场的商务细节，包括但不限于：开仓保证金、保证金系数、最小和最大数量以及我方点差。如果您选择使用第三方托管或交易应用程序（例如 MetaTrader），网站上所提供与相关第三方托管或交易应用程序有关的具体信息，属于对市场信息的补充；但如有任何不一致之处，应以市场信息为准。请注意，市场信息的某些部分可能无法通过移动应用程序访问，必须通过桌面电脑访问。

“净权益”是指交易平台上所显示的，代表您的现金与浮盈浮亏之和的数字。

“提示和政策”是指法律法规要求我们向客户披露或者我们另行希望披露的信息，包括：《风险警示书》、我们的《利益冲突政策》以及与第三方交易平台有关的任何提示。

“未平仓头寸”是指通过交易在任何市场开仓，并且未依据本协议全部或部分平仓的头寸。

“订单”是指您向我们发出的，在某个市场的价格达到指定价格时或某个事件或条件发生时执行交易的指令。

“订单感知保证金制度”是指在附带止损订单或保证止损订单的特定市场，适用于交易的减额保证金要求。

“本公司地址”为 Suite 28.01, 264 George Street, Sydney NSW 2000 Australia（澳大利亚新南威尔士州悉尼乔治街 264 号 28.01 室，邮编 2000）。

“我方买入价”是指我们为每个市场所报两个价格中较低的一个。

“我方卖出价”是指我们为每个市场所报两个价格中较高的一个。

“我方价格”是指每个市场的我方卖出价和我方买入价。

“我方点差”是指我方卖出价和我方买入价之间的价差。

“价格容忍度”功能允许您针对适用交易调整您将接受的价格偏差，即交易平台上所报我方价格与交易执行价之间的差。

“产品”是指我们在本协议项下开放的每种类型的金融工具或投资合约，受相关《补充条款》所规定的附加条件限制。

“数量”是指对于一项交易或一个未平仓头寸而言，该项交易或未平仓头寸所涉及的在相关市场交易的单位数，也称为“交易规模”。

“实盈”和“实亏”是指某个未平仓头寸过期或平仓时产生的盈利或亏损（视情况）。

“零售客户”具有《公司法》第 761G 和 761GA 条规定的含义。

“风险警示书”是指本专业客户通用条款的附件中向客户提供的警示书，其中详细说明了与交易本公司的产品有关的各种风险。

“安全信息”是指在您依据本协议与我们进行交易时，为了识别您的身份而需要提供的账号和/或用户名（视情况）、密码以及其他信息。

“空头头寸”是指因下达按我方买入价卖出某个市场的单位的一项或多项交易产生的未平仓头寸。

“止盈止损订单”是指在我方价格达到指定价格时创建空头头寸的指令。

“止损订单”是指在我方价格达到指定价格时执行交易，以将某个未平仓头寸平仓的指令。

“补充条款”是指对于每种产品类型，对专业客户通用条款的补充条款。

“总保证金”是指交易平台上所显示的，代表适用于您账户的保证金要求总和的数字。

“交易”是指您根据本协议订立的一笔交易。

“交易时段”是指在交易平台上规定的相应时段。

“交易平台”是指我们直接或通过第三方服务提供商向您提供或开放的有密码保护的交易所（包括任何相关软件和/或通信链路），您可以依

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据本协议并通过交易平台与我们进行交易以及查看您的账户信息。

“交易资源”是指交易平台上所显示的，代表您的净权益减去您的总保证金之差的数字。这将受下列因素限制：

- 依据任何特定产品类型的《补充条款》需要考虑的任何附加因素；以及
- 我们同意在评估您的交易资源时加以考虑的任何附加因素。

“标的工具”是指我们在确定某个市场的我方价格时以其价格或价值作为基础的工具、指数、大宗商品、货币（包括货币对）或其他工具、资产或因素。

“浮亏”和“浮盈”是指未平仓头寸在过期或平仓前尚未实现的盈利或亏损（视情况）。

“浮盈浮亏”是指交易平台上所显示的，代表您的浮盈减去浮亏之差的数字。

“网站”是指本公司的 [www.cityindex.com](http://www.cityindex.com) 网站，其中包括（但不限于）交易平台、市场信息以及与第三方托管或交易应用程序（例如 MetaTrader）有关的信息。

“大额投资客户”是指符合《公司法》规定的相关要求并被 City Index 认定为大额投资客户的客户。

## 37. 释义

37.1 本协议应按以下规则进行释义：

- 37.1.1 标题仅供参考之用，不得以任何方式影响本协议的含义；
- 37.1.2 单数形式包含复数形式，反之亦然；
- 37.1.3 除非文意另有要求，所称任何法律条款包括对该立法或法律条款的任何法定修正或重新颁布、替代法律条款，以及依据该立法或法律条款颁布的任何下位立法；
- 37.1.4 本协议的任何组成部分均可与本协议的剩余部分分割，并且如果协议的任何部分非法、无效、作废或不可知性，则这将不影响本协议剩余部分的合法性、有效性、效力或可执行性；
- 37.1.5 如果本协议的任何条款与《ASIC 指引》不一致，则对于不一致之处，应以《ASIC 指引》的规定为准；
- 37.1.6 我们怠于或延迟行使与本协议有关的任何权利、权力或救济，不构成对该权利、权力或救济的放弃。单次或部分行使任何权利、权力或救济，亦不排斥对该权利、权力或救济的另行或进一步行使，或对任何其他权利、权力或救济的行使；以及
- 37.1.7 不单纯以我们起草了这些条款，或我们依赖本协议的任何条款来保护我们自己为由而对本协议作出不利于我们的解释。

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## 产品补充文件

## 补充条款

### 本条款

- 1.1 本补充条款规定了我們提供各类 差价合约（下称我们的“差价合约 市场”）和外汇合约所依据的条款和条件，并且构成协议的组成部分。
- 1.2 除非本补充条款中另有定义，相关名词和表达应具有《专业客户通用条款》中赋予的含义。

### 差价合约

- 1.3 差价合约（下称“差价合约”）是一种投资合约，其盈亏等于账户开仓价格与平仓价格的差。差价合约 的价格通过参考其他金融工具的价格来确定，例如：股票、指数、大宗商品、货币（包括加密货币）或固定收益证券。本公司 差价合约的特征说明如下。
- 1.4 差价合约 市场的交易只能通过登录交易平台或致电客户管理部订单。
- 1.5 我们将以标的工具的记账货币来进行 差价合约 市场的交易报价、执行和结算。但是，我们可以根据《专业客户通用条款》第 20 条（“货币兑换与估值”）的规定将任何未平仓头寸的价值进行折算，以用于账户估值和其他目的。
- 1.6 每个 差价合约 市场的商务信息（包括但不限于市场交易时段、最小和最大数量以及到期日期）载于相关市场信息中。
- 1.7 对于未指定到期日期的 差价合约 市场，您的未平仓头寸将在根据《专业客户通用条款》平仓（下称“平仓交易”）前保持处于未平仓状态。
- 1.8 对于指定了到期日期的 差价合约 市场（下称“固定期限 差价合约 市场”），您的未平仓头寸将在市场信息中指定的到期日期自动平仓结算，除非您或我们在该日期前根据《专业客户通用条款》的规定平仓。
- 1.9 您可以在到期日期前发出将任何固定期限 差价合约 市场的任何未平仓头寸“移仓”的指令。如果我们同意将未平仓头寸移仓，则我们将根据《专业客户通用条款》第 7 条（“移仓”）的规定执行。如果您希望将未平仓头寸附带的任何订单应用到新的未平仓头寸，您必须发出将相关订单附加到新未平仓头寸的明确指令。

### 杠杆外汇

- 1.10 杠杆外汇合约属于您与我们之间场外保证金交易（即不在交易所执行），其价格通过参考合约标的货币对的汇率确定（下称“外汇合约”）。
- 1.11 外汇合约的交易可以通过交易平台或《专业客户通用条款》第 4 条（“交易指令和基础”）允许的其他方式订单。
- 1.12 我们可以根据《专业客户通用条款》第 3.7 条和第 20 条（“货币兑换与估值”）的规定，将任何一种货币记账的未平仓头寸的价值兑换为其他货币，以用于账户估值和其他目的。
- 1.13 因外汇合约导致的所有交易和未平仓头寸，在您或我们根据《专业客户通用条款》的规定平仓前持续有效。外汇合约不会每日自动平仓或移仓。

### 盈利和亏损

- 1.14 未平仓头寸的盈利和亏损将会贷记或借记您的浮盈和浮亏。如果您有浮盈，则您可以订单新交易，但在未平仓头寸平仓前，您不能出金。如果您有浮亏，这将减少您可用于订单交易的资金，并且可能导致您的仓位依据《专业客户通用条款》第 11 条（“强行平仓保证金水平”）被平仓。
- 1.15 对于 差价合约，在某个未平仓头寸平仓时，实盈或实亏将等于：该未平仓头寸的开仓价值（数量 x 开仓时的我方价格）与平仓价值（数量 x 平仓时的我方价格）之差。
- 1.16 对于外汇合约，在某个未平仓头寸平仓时，实盈或实亏将等于：（开仓价格和平仓价格之差）x 数量。
- 1.17 实盈或实亏将会贷记或借记您的现金。

### ASIC 指引 – 适用于零售客户的 差价合约 专用条款

#### 杠杆和保证金限制

- 1.18 差价合约 交易要求作为零售客户的您提供至少符合下列要求的开仓保证金：
- 1.18.1 如果 差价合约 的标的工具是某个主要货币对的汇率 — 发行时 差价合约 名义价值的 3.33%；以及
- 1.18.2 如果 差价合约 的标的工具是某个主要股市指数、某个次要货币对的汇率或黄金 — 发行时 差价合约 名义价值的 5%；以及
- 1.18.3 如果 差价合约 的标的工具是某个次要股市指数或除黄金以外的其他大宗商品 — 发行时 差价合约 名义价值的 10%；以及
- 1.18.4 如果 差价合约 的标的工具是某个加密资产 — 发行时 差价合约 名义价值的 50%；以及
- 1.18.5 如果 差价合约 的标的工具不是第 1.18.1 款至第 1.18.4 款所述的工具 — 发行时 差价合约 名义价值的 20%。

#### 强行平仓保护保证金

- 1.19 如果作为零售客户，您的 差价合约 交易账户的净权益在任何时候低于当时与该账户关联的未平仓 差价合约 的总强行平仓保护金额，则我们将在市场条件允许的情况下，终止下列一个或多个交易：
- 1.19.1 与您的 差价合约 交易账户关联并且在有效日期当日或之后发行的未平仓 差价合约；
- 1.19.2 与您的 差价合约 交易账户关联并且我们指定用于此条目的任何其他未平仓 差价合约；
- 直到下列事件中最早到达的一个到达时（**较晚时间**）：
- 1.19.3 您的 差价合约 交易账户的净权益等于或大于在该较晚时间与该账户关联的剩余未平仓 差价合约 的总强行平仓保护金额；
- 1.19.4 所有下列交易均已终止：
- 1.19.4.1 与您的 差价合约 交易账户关联并且在有效日期当日或之后发行的未平仓 差价合约；
- 1.19.4.2 与您的 差价合约 交易账户关联并且我们指定用于此条目的任何其他未平仓 差价合约。

#### 差价合约 负余额保护

- 1.20 根据《ASIC 指引》，如果您作为零售客户在 差价合约 下产生了负债，则我们（作为 差价合约 发行人）的追索权将以下列规定为限：

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- 1.20.1 “同时符合下列条件而持有的客户资金：
  - 1.20.1.1 在客户资金账户中为您的利益而持有；并且
  - 1.20.1.2 与您的 差价合约 交易账户有关；
- 1.20.2 任何其他资金：
  - 1.20.2.1 同时符合下列条件而持有的：
    - 1.20.2.1.1 在您的客户资金账户中为您的利益而持有；并且
    - 1.20.2.1.2 与该 差价合约 交易账户有关；以及
  - 1.20.2.2 是由我们（作为 差价合约 发行人）针对您的某个 差价合约 交易支付到该客户资金账户的；
- 1.20.3 与该 差价合约 交易账户有关而为您的利益持有的财产。



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## 定义

在本补充条款中：

**总强行平仓保护金额**对于在某个时刻的未平仓 差价合约 而言，是指等于下列各项中一项的金额：

- (a) 在任何情况下一至少为第 **1.18.1** 款至第 **1.18.5** 款项下这些未平仓 差价合约 要求的总开仓保证金的 **50%**；
- (b) 如果我们要求您提供的，与当时持有的每个未平仓 差价合约 有关的保证金（持仓保证金），等于或大于若在确定持仓保证金时发行未平仓 差价合约，依据第 **1.18.1** 款至第 **1.18.5** 款下本应要求的开仓保证金 — 至少为这些未平仓 差价合约 总持仓保证金的 **50%**。

**客户资金账户**是指我们（作为 差价合约 发行人）出于《公司法》第 981B 条目的维护的账户。

**加密资产**包括加密货币。

**生效日期**是指 2021 年 3 月 29 日。

**主要货币对的汇率**是指下列货币中任意两个组成的货币对的汇率：

- (a) 澳大利亚元；
- (b) 英镑；
- (c) 加拿大元；
- (d) 欧元；
- (e) 日元；
- (f) 瑞士法郎；
- (g) 美元。

**次要货币对的汇率**是指除主要货币对的汇率以外其他货币对的汇率。

**开仓保证金**是指我们（作为 差价合约 发行人）在向您发行或拟发行某个 差价合约 时要求您就提供的保证金。

**主要股市指数**是指下列股市指数中的任意一个：

- (a) CAC 40；
- (b) DAX；
- (c) 道琼斯工业平均指数；
- (d) EURO STOXX 50 指数；
- (e) 富时 100 指数；
- (f) 纳斯达克 100 指数；
- (g) 纳斯达克综合指数；
- (h) 日经平均股价指数；
- (i) 标普 500 指数；
- (j) 标普/ASX 200 指数。

**次要股市指数**是指除主要股市指数以外的任何股市指数。

**净权益**，对于零售客户而言，是指与您的 差价合约 交易账户有关的下列金额之和：

- (a) 同时符合下列条件而持有的您的资金：
  - (i) 在您的客户资金账户中为您的利益而持有；并且
  - (ii) 与该 差价合约 交易账户有关；以及
- (b) 任何其他资金：
  - (i) 同时符合下列条件而持有的：
    - (A) 在客户资金账户中为您的利益而持有；并且
    - (B) 与该 差价合约 交易账户有关；以及
  - (ii) 是由我们针对您的某个 差价合约 交易支付到该客户资金账户的；以及
- (c) 与该 差价合约 交易账户有关而为您的利益持有的财产价值；以及
- (d) 对于未在第 (a) 款或第 (b) 款中提及的项目 — 与该 差价合约 交易账户关联的所有未平仓 差价合约 的浮盈（如有）减去浮亏（如有）。

## 税费

- 1.21 与您的交易有关而可能产生的所有税费均由您负责支付。可能存在不由我们代表您支付的税费。对于与交易产生的税费有关的所有个人税务咨询，我们建议您征求独立的税务意见。

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## 补充条款 – 直接市场接入

本补充条款规定了我們向您提供下述直接市场接入服务（下称“DMA 服务”）所依据的条款和条件。本补充条款和经不时修正的我们的《专业客户通用条款》（包括相关政策和程序，以下统称为“通用条款”）构成协议的组成部分。

除非本补充条款中另有定义，相关名词和表达应具有《通用条款》中赋予的相同含义。

### 1. 提供的服务的条款；交易政策和程序。

- a. 在符合《通用条款》的条件并且您的开户申请被接受的前提下，我们将以您的名义维持一个或多个账户，并且将在国际场外外汇市场与您以及为您执行现金结算和/或实物结算的交易，并且提供经我们全权酌定，在未来不时确定的其他服务和产品。除非另有书面规定，与 DMA 服务有关而订立的所有交易均受《通用条款》管辖。
- b. 在收到您作为客户的订单后，我们将尝试以我们的名义向本公司 DMA 服务流动性提供者下达在财务上等价的订单。在收到本公司 DMA 服务流动性提供者对埋单价格的确认后，我们将会作为您的交易的对手方，按照相同价格全部或部分执行您的订单。我们执行您的订单的能力，将取决于我们与本公司 DMA 服务流动性提供者执行该订单，并作为您的交易对手方将这些订单传递给您的能力。您承认并同意，如果您的账户中没有可用的保证金，或者本公司 DMA 服务流动性提供者没有可用的流动性，则可能导致您的订单作废，并按任何价格执行或根本不能执行。**您进一步承认并同意，我们将展示在 DMA 服务下提供的合约的当前可用价格，但我们与本公司 DMA 服务流动性提供者在市场上实际实现，并且我们作为您的交易对手方传递给您的执行价格，可能与展示的价格显著不同，并且您同意接受为根据 DMA 服务埋单的所有订单分配的价格。**
- c. 除非您用于访问 DMA 服务的交易平台中另有明确说明，在交易日下达的所有条件订单和市价订单将在每个交易日结束时失效。
- d. 询价功能或模拟交易系统均不会作为 DMA 服务的一部分提供。

### 2. 陈述与保证。您特此向我们陈述并保证：

- a. 您对本补充条款的签署和交付以及您对本条款下所涉所有义务的履行已得到正式授权；
- b. 您对本补充条款的签署和交付以及您对本条款下所提供 DMA 服务的使用不会违反适用于您的任何法律、规则、法规、条例、章程、细则或政策；并且
- c. 您承认并同意，您通过平台执行的交易将受通过您用于访问 DMA 服务的平台向您提供的外汇报价中包含的佣金和任何买卖价差限制。

### 3. 交易风险。您承认，您已被告知并且理解：(i) 我们提供的任何 DMA 服务均不会导致我们或我们的任何高级管理人员、董事、员工或关联人承担任何信义或衡平责任；(ii) 对于与本条款项下 DMA 服务的提供有关而执行的任何特定交易，我们可能从一个或多个第三方收到手续费或其他付款；并且 (iii) 任何人将任何信息提交到用于访问 DMA 服务的平台或在该平台上发布，不视为该人建议您应该订立任何特定的交易或该交易对您适合或适当。

### 4. 终止。我们可以随时全权酌定，在提供或不提供通知的情况下，出于任何理由或无理由终止本补充条款以及您对 DMA 服务的访问。

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## 提示和政策

### 附件 1: 风险警示书

#### 1. 概述

您正在考虑与我们进行涉及若干金融市场的金融工具和投资合约交易。除非本提示中另有定义，相关名词和表达应具有《专业客户通用条款》中赋予的含义。

本提示旨在以通行条款说明本公司产品的性质以及某些特定的风险。我们提供本警示书，是为了帮助您在充分知情的情况下作出投资决策。但请注意，每项交易都有自己的独特风险，无法通过这种性质的通用提示来说明。

本公司产品的损失风险比许多传统工具都高，例如许多大型公司的股票，或者政府或大型公司发行的债券等固定收益证券。本公司产品的交易并不适合许多公众成员。除非您知道、理解并且能够管理与此类交易有关的特征和风险，并且结合您的状况和财务资源后确信本公司产品的交易适合您，否则您不应参与交易本公司的产品，这一点十分重要。

在考虑是否要参与交易本公司的产品时，您应注意下列风险。

#### 2. 杠杆

本公司产品的交易涉及较高的“杠杆”或“撬动”。这来源于适用于本公司产品的保证金制度，这通常涉及通过存入相对于总合约价值较小的资金来开仓交易。这可能对您有利，也可能不利。相比存入的金额而言，对您有利的较小价格变动可能产生较高的收益；但是，对您不利的较小价格变动可能会导致较大的亏损，[在符合适用法律法规（包括《ASIC 指引》）规定的前提下] 甚至有可能超过存入的金额。价格可能快速波动，尤其是在市场剧烈波动时期（参见下文），并且如果这些价格波动对您的交易不利，您可能快速积累重大的亏损。

如果您的账户中没有充足的资金来满足保证金要求，我们可以将您的任何或全部未平仓头寸平仓（在某些情况下无需事先警告）。除非您的分类为零售客户，如果您账户的差价合约保证金水平触及或低于强行平仓保证金水平，在适用法律法规（包括《ASIC 指引》）要求的范围内，我们会将不属于 2021 年 3 月 29 日前的既有头寸的任何或全部未平仓差价合约头寸平仓（在某些情况下无需事先警告）。这一措施旨在帮助限制您的交易损失范围。您的未平仓头寸平仓时可能产生损失，这将由您根据本协议的条款承担。

#### 3. 保证金交易的性质

我们的客户协议详细解释了本公司产品的工作原理，详见我们的《专业客户通用条款》、《补充条款》以及您的《申请表》。此外，您还应查看本公司网站上的实例和解释——尽管这些资源并非协议的组成部分，它们提供了有关本公司产品交易（以及相关风险）的有用指南。

在我们的任何市场进行交易，属于基于我方价格波动的交易。一个市场的我方价格由我们设定，但与相关标的工具的价格有关。您的盈亏将取决于我们设定的价格以及您的交易所涉及的标的工具的波动。

本公司产品的交易只能以现金结算。

本公司产品的交易可以依法强制执行。

在某些情况下，您的交易损失可能会无限大（受关于零售客户差价合约负余额保护的《补充条款》限制）。例如，如果您通过卖出相关合约与我们开仓（这一行为被称为“做空某个市场”），但后来价格上涨，您将会因该交易产生损失，并且在您将交易平仓或在您的保证金水平触及强行平仓保证金水平时您的未平仓头寸被平仓前，无法知道您的潜在损失上限。您必须确保您理解特定产品或交易的潜在后果并且愿意接受该风险程度。

您将不会取得标的工具或与标的工具有关的任何权利或交割义务。

#### 4. 波动

正如上文提到，您的盈亏将取决于我们设定的价格以及您的交易所涉及的标的工具的波动。您或我们均不能控制标的工具的价格波动。标的工具的价格波动可能易变、不可预测。

波动市场的一个特点是“跳空”，即我方价格的连续两个报价之间出现显著变动。跳空可能在市场快速下跌时出现，或者价格敏感信息在开市前发布时出现。如果相关市场出现跳空，我们执行您的订单的价格可能受到不利影响。保证止损订单将始终按您指定的订单价格执行，但所有其他类型的订单将在我方价格等于或高于您指定的订单价格时执行。如果出现跳空，我们执行您的订单的价格可能显著超过您指定的订单价格。

#### 5. 流动性

流动性（用于描述愿意交易标的工具的买方和卖方的可用性）下降可能对我方价格以及我们在市场中报价和交易的能力造成不利影响。如果某个标的工具的流动性显著下降，或者临时或永久枯竭，这些市场可能被视为《专业客户通用条款》下的超出本公司控制的事件或市场中断事件（视情况），并且我们可能上调我方价格、暂停交易或采取我们根据当时情况认为合理的任何其他行动。其结果可能导致您无法在任何受影响的市場订单交易或将未平仓头寸平仓。

#### 6. 场外交易

本公司产品的交易完全在交易所外进行，这种类型的交易也被成为“场外”或“OTC”交易。在场外与我们交易时，您将直接与我们交易，我们将是您所有交易的交易对手。在不属于中央清算市场的市场交易时，没有交易所或中央清算所来保证交易的结算。

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## 附件 2：利益冲突政策

### 1. 概述

我们努力识别并防止可能在我们与本公司客户之间以及不同客户之间产生的利益冲突，以避免对客户的不利影响。本利益冲突政策（下称“政策”）规定了我们为了实现这一目标的相关程序、规范和控制机制。

本政策适用于所有高级管理人员、董事（无论是执行董事还是非执行董事）、员工以及直接或间接与我们关联的任何人（统称为“人员”）并且涉及与我们所有客户的交往。

除非本政策中另有定义，相关名词和表达应具有《专业客户通用条款》中赋予的含义。

### 2. 与利益冲突有关的监管要求

作为澳大利亚金融服务牌照（下称“AFS 牌照”）的持有人，我们受《2001 年公司法》（下称“公司法”）下的冲突管理义务约束。根据《公司法》第 912A 条第 (1) 款第 (aa) 项之规定，我们必须建立充分的安排，管理完全或部分因我们（或我们的代表）在开展金融服务业务中提供金融服务引发的利益冲突。

ASIC 的监管指引第 181 号（许可：利益冲突管理）也规定了我们在《公司法》下冲突管理义务的详细要求。

我们将通过以下三个机制来管理利益冲突：

- 控制利益冲突；
- 避免利益冲突；以及
- 披露利益冲突。

### 3. 范围

我们确定了可能在我们的业务中发生，并且可能给客户的利益带来重大损害风险的冲突类型。这包括但不限于当我们或与我们有直接或间接关联的任何人有下列情况时：

- 可能通过牺牲我们的客户来谋取财务收益或避免财务损失；
- 对于提供给本公司客户的服务或产品或代表本公司客户开展的交易的结果有利益，并且该利益与本公司客户对该结果的利益明显不同；
- 有财务或其他动机将其他客户或客户群的利益置于本公司客户的利益之上；
- 与本公司客户开展相同的业务；
- 以金钱、商品或服务的形式从除本公司客户以外的人收取或将会收取与提供给本公司客户的服务有关的诱因，但该服务的标准佣金或手续费除外；或者
- 在未恰当考虑本公司的所有其他产品和服务以及本公司客户的利益的情况下设计、推广或推荐某个产品或服务。

### 4. 利益冲突的防范

我们建立了以下制度和程序来：减少利益冲突的可能性，以确保我们拥有充分的安排管理所有利益冲突，以及在可能时避免利益冲突。

- 4.1 个人账户交易。**所有人员均受我们的《个人账户交易政策》的要求约束。人员执行的所有交易受到本公司合规部的主动监控。
- 4.2 投资研究/研究建议的编制。**我们不编制投资研究，也不提供投资研究建议。
- 4.3 “需要知道”政策。**如果人员掌握保密信息或内幕信息，例如与客户交易有关的信息，则人员在确认符合下列条件前，不得将该信息透露给任何其他人：

- 接收方有明确的知情需要；

- 本政策中规定的程序已得到遵守；
- 如果信息与客户有关，该信息的传输符合客户的最佳利益；并且
- 接收方了解将该信息保密的要求。

仅可披露对于既定用途所需的信息，并且收到信息的个人受相同的限制约束。

人员在处理保密信息时必须谨慎，例如与客户的交易或个人详细情况有关的信息。尤其是，人员必须确保不会将包含保密信息的文件留在桌面上，并且他们不会在可能被不需要知道相关信息的其他人员听到的情况下讨论保密信息。

- 4.4 对信息/电子数据的访问限制。**对计算机驱动器以及这些驱动器中的文件的访问将通过密码和用户名来限制。计算机在短时间无人值守时应自动锁定。此外，人员应注意数据保护的重要性。

- 4.5 礼品和诱因。**人员不得索要或收受任何可能影响其独立性或商业判断，或者可能造成与其对本公司或本公司客户负有的任何义务冲突的礼品或诱因。

这一限制并不包括经本公司高级管理层同意的针对产品和服务的特殊推广，亦不涵盖被认为属于本公司正常业务范畴的公司礼品和招待。不得提供或收受的礼品和诱因示例包括现金、可方便兑换现金的礼品或任何其他价值贵重的物品。

人员必须向合规部登记提供或收受的估计价值超过 250 美元（或等值其他货币金额）的招待或礼品详情，并在对任何礼品的适当性有疑问时征求该部门的指导意见。

这些项目应在本公司的《礼品和招待登记簿》中登记，并接受监管部门的检查。

#### 禁止提供与差价合约有关的诱因

人员不得向零售客户或潜在零售客户提供或允诺礼品、折扣、返点、交易信用或奖励，以作为差价合约账户开户或差价合约交易入金的诱因。这些被禁止的好处不包括：

- 提供或访问信息服务或教育性或研究性的工具；
- 向所有零售客户和潜在零售客户提供的成本或手续费折扣（包括基于数量的折扣）；或者
- 在 2021 年 3 月 29 日前提供的任何此类好处。

- 4.6 外部商业利益。**人员承诺，其将不会（除非经本公司高级管理层事先书面同意，或者依据其雇佣条款允许）直接或间接从事任何与或可能与我们竞争，以及/或者涉及使用本公司的时间、财产、设施或资源的任何交易、业务或职业，或拥有其中的利益。

- 4.7 职责分离。**工作职责的设计旨在限制潜在的利益冲突。在适当且相称时，建立相应的制度和控制机制来防止人员承担可能存在冲突的职责。但由于本公司业务性质、规模和复杂性的原因，有时某个工作人员可能必须承担可能引发冲突的职责。在这种情况下，我们将尽力确保这种情况仅在有限的时间内存在，或者建立了额外的控制机制来识别不当的行为。

所有人员都将定期接受有关其职责胜任能力的考核，人员必须遵循本公司《合规手册》中详细规定的内部程序。如果某个职责中可能存在潜在的冲突，则将建立额外的监督、控制和审批程序，以减轻任何此类冲突。此外还将建立审计记录、对账程序和合规监督安排，以确保所有流程都得到充分的控制和审查。

- 4.8 举报政策。**我们承诺确保防止不当行为，并在不当行为出现时及时处理。本公司的《举报政策》规定了员工可以并且应当向谁举报告利益问题。

员工应遵循本程序中规定的步骤，确保他们能够提出有关不当行为的真实顾虑，无需担心受到骚扰或迫害。

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4.9 **披露政策。**我们认为我们的内部政策和程序、制度与控制全面减轻了在我们与本公司客户之间或者本公司的两个或更多客户之间产生任何利益冲突的风险。

但如果产生了潜在的冲突并且该冲突无法避免，我们将全面披露，或者认为披露不是管理该冲突的适当方法时，我们将不会推进导致冲突的事项或交易。

如果人员获知可能引发利益冲突的任何情况，他们必须立即将该事项报告给合规部。

## 5. 政策审查

我们会定期审查本公司的利益冲突政策，以确保它涵盖了可以合理预期会在本公司业务经营过程中产生的冲突。对本政策的任何重大修正都必须经本公司高级管理层批准。

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## 附件 3 - 有关 MetaTrader 的提示

MetaTrader（包括 MetaTrader 4、MetaTrader 5 以及未来可能开放的 MetaTrader 产品）是由 MetaQuotes 提供的第三方交易平台，我们并不拥有其知识产权。MetaTrader 可能会或者不会在本公司数据中心中运行，并且可能会或者不会由本公司人员提供支持。我们提供 MetaTrader 以及本公司自己的专有交易平台，以便让用户能够选择功能最适合其具体需求的平台。但是，用户应当注意：(1) 我们并未赞成 MetaTrader；并且 (2) 使用 MetaTrader 时涉及额外的风险。

由于 MetaTrader 是由第三方提供的，我们对该平台没有完全的控制，因此我们无法保证在 MetaTrader 上所存储的用户账户信息或交易历史记录准确性或有效性。

在 MetaTrader 上交易的用户将面临与该系统有关的风险，包括但不限于从我们连接到 MetaTrader 的通信基础设施的风险。如果 MetaTrader 上出现任何系统故障或其他中断，订单可能无法根据您的指令执行，或者完全无法执行。此外，如果 MetaTrader 上出现任何系统故障或其他中断，您可能无法下达或更改订单，或查看您的交易头寸或市场数据。

MetaTrader 由第三方提供商而非本公司提供。因此，如果未被法律禁止，我们不对因 MetaTrader 的使用、操作或性能而遭受或产生的任何损失或损害负责。此外，我们不对因 MetaTrader 的任何故障、不准确、遗漏、延迟或任何其他失灵引起的任何直接、间接、惩罚性、连带性、特殊性或后果性损害承担任何责任或义务。

MetaTrader 让用户能够将订单和交易申请自动化。如果一个用户发出的申请数量过高和/或具有恶意性质，并经我们全权认为不构成合理或可接受的使用，则我们保留自行全权酌定冻结该用户的权利。

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## 附件 4 – 交易工具

1. 我们可能不时提供市场新闻、评论、图表和分析、交易走势分析、基于信号的产品或服务以及其他交易支持工具（统称为“交易工具”）。在使用任何交易工具前，请仔细阅读本提示。它是《专业客户通用条款》以及我们所提供的相关风险披露信息的补充，并且应结合这些信息阅读。除非另有说明，以下使用的专用术语具有《专业客户通用条款》中规定的相同含义。
2. **交易工具属于一般性质，并未也将不会考虑您的个人目标、财务状况或需求。在根据交易工具操作之前，您应结合您的个人目标、财务状况和需求，考虑其适当性。**
3. **我们将不会就任何交易的优缺点向您提供意见，并且将仅限执行的方式与您交易。我们并未授权，适用法律亦未允许本公司的任何工作人员向您提供个人意见。因此，您不应将来自我们的任何拟议交易、建议交易策略或其他书面或口头通信视为投资建议或个人意见，或我们就特定交易是否适合您或符合您的财务目标表达的观点。对于与您账户有关的任何投资决定，您必须依赖自己的判断。对于您订立的每个交易，最终决策都由您负责。您应尽力确保您理解交易工具，并且我们有权假定您确实理解，除非您特别表明您不理解。如果您需要投资或税务意见，请联系独立投资顾问或税务顾问。**
4. 假设的业绩结果具有许多固有的局限性，以下描述了其中部分局限性。未就任何账户将会或很可能会实现与交易工具有关而演示的类似的盈亏作出任何保证或陈述。实际上，假设业绩结果和后来实际取得的结果之间经常存在显著的差异。实际收益可能与任何交易工具中显示的任何假设或示意性收益不同。
5. 假设业绩结果的一个局限性是它们通常都有事后诸葛亮之嫌。此外，假设交易不涉及金融风险，没有任何假设交易记录能够完全考虑实际交易中的金融风险的影响。例如，即使发生交易亏损时依然能承受亏损或坚持特定的交易平台的能力，是同样可以负面影响实际交易结果的重要因素。通常，还有其他许多与市场有关的因素或者与任何特定交易程序实施有关的因素，在构想假设业绩结果时无法得到充分的考虑，而所有这些因素都可能会影响实际的交易结果。
6. 我们并未承诺始终继续提供交易工具，并且未来可能不再提供。我们可以随时全权酌定，在提供或不提供通知的情况下，出于任何理由或无理由撤销或取消任何或全部交易工具，或终止您对任何或全部交易工具的访问。
7. 交易工具仅可用于您个人牟利。这些工具不能用于商业目的或代表其他人使用，也不得修改、传递或转售给或分享给（全部或部分）其他人或实体，或用于在本公司平台之外订单任何交易。
8. 您不得将交易工具复制、修改、反编译、反向工程，或利用交易工具或其运行方式创建演绎作品。
9. 交易工具中的所有知识产权和其他权利始终是本公司的专属财产或本公司许可方的财产。除我们明确书面允许的访问和使用交易工具的权利外，我们并未向您转让、许可或以其他方式转移交易工具中的任何权利或利益。尤其是（包括但不限于）通过使用或开发交易工具衍生的所有商誉将完全归属于我们。您不得作出、无视或允许任何将会或可能显著削弱、破坏或损害交易工具或与我们或交易工具有关的声誉或商誉的行为。
10. 我们并未承诺并且没有义务向您提供任何数量的交易工具，并且交易工具的交付无保证。我们可以按照我们绝对酌定后确定的时间、间隔以及基于我们绝对酌定后确定的因素提供交易工具。因此，您不应将交易工具作为监测价格、头寸/市场或作出交易决策的方法来使用或依赖，并且我

们在此方面不承担任何责任。

11. 交易工具将按“原样”提供，无任何种类的任何陈述或保证，包括其将不会中断或无错误的保证。
12. 我们可以随时暂停交易工具的使用，以实施维护、维修、升级，或解决任何开发相关问题，遵守适用法律或出于我们全权酌定后确定的任何其他原因。
13. 在适用法律允许的范围内，您同意不让我们、我们的董事、高级管理人员、员工和代理人对可能直接或间接、全部或部分因下列原因引起的损失或损害负责，包括律师费：(a) 任何交易工具未交付、延迟交付或错误交付，(b) 任何交易工具的内容不准确或不完整，或者 (c) 您出于任何目的依赖或使用任何交易工具中的信息。
14. 您不遵守上述任何义务或限制，构成我们《专业客户通用条款》下的违约事件。

## **PROFESSIONAL CLIENT GENERAL TERMS**

### **RISK NOTICE**

**We provide services for trading derivative financial contracts. Our contracts are traded on a margin or leverage basis, a type of trading which carries a high degree of risk to your capital. The price of the contract you make with us may change quickly and your profits and losses may be more than the amount of your investment or deposit. If you do not hold sufficient funds to meet your margin requirements, then we may (and will, where required by applicable laws or regulations) close your open positions immediately and without notice. Please read the Risk Warning Notice carefully to understand the risks of trading on a margin or leverage basis. You should not deal in our contracts unless you understand and accept the risks of margin trading. Trading in these products may not be suitable for everyone.**

### **A. THE SCOPE OF THIS AGREEMENT**

#### **1. Introduction**

1.1 These Professional Client General Terms are part of the agreement between StoneX Financial Pty Ltd (ACN 141 774 727) ("we", "us" or "our") (trading as "City Index") and its client ("you" or "yourself") which governs our trading services and all transactions we conduct with you.

1.2 We hold an Australian financial services ("AFS") licence (AFS licence number 345646). Our registered office is located at Suite 28.01, 264 George Street, Sydney NSW 2000 Australia.

1.3 The agreement between us relating to our trading services consists of the following documents:

- Application Form;
- these Professional Client General Terms; and
- the Supplemental Terms for the relevant product (located in the Appendices to these Professional Client General Terms).

Together these documents are referred to as the "Agreement".

1.4 The Agreement supersedes all our previous terms and conditions and any amendments thereto and will be effective from the specified date or the date we acknowledge acceptance of your Application Form.

1.5 Each Product we offer is subject to its Supplemental Terms. Should there be any conflict between these Professional Client General Terms and the Supplemental Terms, the Supplemental Terms will prevail.

1.6 Other materials which explain the basis upon which we trade with you but are not part of the Agreement include:

- the Market Information, which provides the commercial details for each Market, including Market Hours, Margin Factors and other requirements for dealing in each Market. Market Information is located on the Trading Platform. In the event you elect to use a third party hosting or trading application (for example, MetaTrader), information specific to such third party hosting or trading application located on the Website shall supplement the Market Information; however, to the extent there are any inconsistencies the Market Information will prevail. We may make changes to the Market Information from time to time, and will make current versions of the Market Information available to you on the Trading Platform;
- our Website – including our Trading Platform via which you will trade with us; and

1.7 our notices and policies – the Risk Warning Notice, our Conflicts of Interest Policy and any notices with respect to

trading tools and third-party trading platforms (together "Notices and Policies"). These are located in the Annexes to the Professional Client General Terms. We may make changes to our Notices and Policies from time to time, and will make current versions of our Notices and Policies available to you on our Website and/or in the Annexes to the Professional Client General Terms; Please read the Agreement and the Notices and Policies carefully and seek professional advice if necessary. Unless we have agreed in writing that any part of this Agreement is not to apply, we will regard this Agreement as setting out all the relevant terms concerning our trading services and any Trades which you enter into with us. Trades that we enter into with you under this Agreement are legally binding and enforceable. By signing the Application Form or by electronically submitting your application on our Website or, if applicable, via a mobile application, you confirm that you accept the terms of the Agreement. When we open an Account for you, you will be bound by the Agreement in your dealings with us.

1.8 Words and expressions have the meanings set out in the Definitions at clause 36. References to clauses are to clauses in these Professional Client General Terms unless stated otherwise.

1.9 Unless written notice is required in accordance with this Agreement, you may communicate with us in writing (including by email or other electronic means) or orally (including by telephone). Email, chat, text, instant messaging features whether transmitted through the internet, a proprietary network, a computer, a pager or another wireless device or otherwise may be provided to you as a convenience to enhance your communications with us. Except where otherwise provided in clause 4.1 you shall not use these features to request, authorise or effect any transaction, to send fund transfer instructions or for any other communication that requires non-electronic written authorisation. We shall not be responsible for any loss or damage that results if any request is not accepted or processed. You agree that you shall use these features in compliance with applicable laws and regulations, and you shall not use them to transmit inappropriate information, including information that may be deemed obscene, defamatory, harassing or fraudulent.

1.10 The language of communication shall be English, and you will receive documents and other information from us in English. By opening an Account with us, you agree to receive trading services from us in English and subject to the English terms and conditions of this Agreement. We may in our sole discretion provide local language support. If a document is translated into another language this will be for information purposes only and the English version will prevail.

#### **2. General Information**

2.1 Our trading service is an electronic service and you specifically consent to the receipt of documents in electronic form via email, our Website or other electronic means. We will not send a paper form of any communication sent to you unless



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you request us to do so. We reserve the right to charge for documents in a paper form.

2.2 You confirm that you have regular access to the internet and consent to us providing you with information about us and our services (including the Market Information), our costs and charges and our Notices and Policies by email or by posting such information on our Website or the Trading Platform.

2.3 Unless we notify you otherwise, we will classify you as a Retail Client for the purpose of the *Corporations Act 2001* (the "Corporations Act"). You have a right to request a different categorisation but if we agree to this request you will lose the protection of certain parts of the Corporations Act. In certain circumstances we may wish to re-categorise you, but if we do so we will explain clearly why we are doing this and the effect this will have on your rights.

2.4 We will deal with you as principal and not as agent on your behalf. This means that any Trades are agreed directly between you and us and we will be the counterparty to all of your Trades.

2.5 Unless we agree otherwise in writing, you will also deal with us as principal and not as an agent or representative of another person. You will not permit any person to deal on your behalf unless we agree that such person (the "Agent") can act on your behalf. We will be entitled to rely on any instructions given to us by the Agent in relation to your Account. We may require confirmation that the Agent has authority to act on your behalf at any time we reasonably consider appropriate.

**2.6 Any advice that we provide to you is general advice only and has been prepared without taking account of your objectives, financial situation or needs. Before acting on any general advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs. We shall not give advice to you on the merits of any Trade and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under the Corporations Act to give you personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. If you require investment or tax advice, please contact an independent investment or tax adviser.**

2.7 You will not have any rights of ownership, delivery or otherwise in any Underlying Instrument as a result of a Trade with us. We will not transfer any Underlying Instrument or any rights (such as voting rights or delivery obligations) in it to you.

## B. DEALING WITH US

### 3. Your Account

3.1 After we have accepted your Application Form we will open your Account. We may open different Accounts for you, including one or more General Accounts (which includes Limited Risk Accounts and different Accounts for different Product types including CFDs which will typically require a separate Account). Depending on your knowledge, experience and types of Trades, certain Account types and features may or may not be available to you. When we open an Account for you we will inform you of the type of Account opened. We reserve the right to refuse to open an Account for any reason. Furthermore, we may change the features and criteria of our Accounts at any time by notifying you of the change whether on our Website, Trading Platform,

via email or otherwise. Except as otherwise set forth herein (including to the extent provided for in clause 3.10) these Professional Client General Terms will apply separately to each Account which we open for you. This means that a separate Cash balance, Net Equity, Trading Resource, Total Margin and Margin Close Out Level will apply for each Account, and following an Event of Default, the Trades and Open Positions in respect of each Account will be dealt with separately from the Trades and Open Positions in respect of each other Account. An Open Position which is booked in one Account cannot be transferred to another Account except by closing that Open Position and entering into a new Trade to create an Open Position in the other Account. **Notwithstanding the foregoing and subject to applicable laws and the ASIC Instrument, if you have more than one Account, we shall be entitled in our discretion (but shall not be obliged) without notice to set off any available Cash balance, Net Equity, Trading Resource or other funds in one of your Accounts against any of your liability to us (including discharging Margin requirements or liabilities in one or more of your other Accounts) even if the exercise of such set off may result in the closure of open positions in any Account from which funds are transferred.**

3.2 Limited Risk Accounts, if and when offered, can only be operated if a Guaranteed Stop Loss Order is specified with each opening Trade placed (see clause 8). Additional information with respect to details of accounts available will be set out on our Website.

3.3 We are obliged by applicable legal and regulatory requirements to obtain information about your relevant investment knowledge and experience so that we can assess whether a service or Product is appropriate for you; and if it is not, to give you a suitable warning. If you choose not to provide us with the information we request or if you provide insufficient information we will not be able to determine whether the service or Product is appropriate for you. In these circumstances we shall give you a suitable warning and we may not be able to open an Account for you. Please note that we are not obliged to assess or ensure the suitability of any Trade you place.

3.4 We are also required to obtain certain information about your other investment activities in order to ascertain your status for the purposes of regulations which apply to trading in over-the-counter derivatives.

3.5 You undertake that any information you provide to us is correct. You must immediately inform us of any material change to the information provided to us on your Application Form or by any other means, including any change to your contact details, financial status or any of the information referred to in clauses 3.3 or 3.4.

3.6 For each Account that we open for you, we will provide you with a unique Account number and/or Username, as applicable, and will require such other Security Information as we consider appropriate:

- 3.6.1 it is your responsibility to keep your Security Information (including your Account number and/or Username, as applicable) confidential;
- 3.6.2 you agree that you will not disclose your Account number and/or Username, as applicable, or any other Security Information to any other person;
- 3.6.3 we may agree separate Security Information with your Agent or any joint Account holders; and
- 3.6.4 when you deal with us or give us an instruction, we will require details of your Security Information, including your Account number (or in the event your Agent deals with us, your Agent's Account number) and/or Username as applicable.

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3.7 Except where otherwise provided in this clause 3.7, you are responsible for paying any Losses, fees or charges arising from Trades entered into or instructions given using your Account number and/or Username, as applicable, and Security Information. You will not be responsible for Losses where it can be shown that such Losses result from a person gaining access to our Trading Platform by abuse of our systems (that is by "hacking") except where such access results from your failure to comply with clause 3.5 or 28.5. Subject to clause 3.8, if you fail to comply with these clauses then you will be liable for the resulting loss.

3.8 To the extent required by applicable laws and regulations, including the ASIC Instrument, we will provide negative balance protection to Retail Clients for CFDs. This means that, in such circumstances, unless you have been classified as not being a Retail Client (in accordance with clause 2.3) or you have an Established Position Account, your aggregate liability for all Realised Losses in respect of your CFD Trades cannot exceed your CFD Cash and Client Money Account (save in the event of error or fraud), and is subject to the Special Terms for CFDs in the Supplement governing negative balance protection.

3.9 If you open an Account jointly in the name of yourself and others, then:

- 3.9.1 we may act on instructions from either you or any other person in whose name the Account is opened (each a "Joint Account Holder"), including instructions to trade. In certain circumstances we may require instructions from all Joint Account Holders;
- 3.9.2 we may give any notice or communication to either you or another Joint Account Holder;
- 3.9.3 all Joint Account Holders shall be jointly and severally liable for Losses, fees or charges arising on a joint Account. Among other things, this means that any monies owed on the relevant Account shall be payable in full by you or any of the other Joint Account Holders; and
- 3.9.4 if you or any other Joint Account Holder dies, we may take instructions from and pay any balance to the survivor(s).

3.10 To the extent permitted under applicable laws and regulations, including the ASIC Instrument, we may inform you that your Accounts will be Linked Accounts. Your Linked Accounts may be aggregated for the purpose of calculating your Margin Level, your Total Margin or otherwise as specified in this Agreement.

3.11 Your Account will be denominated in a Base Currency. Your Base Currency can be found on the Trading Platform. We will only accept funds in your Base Currency. Trades for certain Markets may be conducted in other currencies however the resulting Open Positions may be valued at or converted to the Base Currency in accordance with clause 20 or the relevant Supplemental Terms.

3.12 Credit and debit entries, including any Daily Financing Fees, deposits and withdrawals, will be made to your Account. You are responsible for monitoring your Open Positions and any activity in your Account. We are not obliged to monitor or advise you on the effect of any Trade, Order or Open Position. You may access your Account information by logging into the Trading Platform or by calling Client Management.

## 4. Instructions and Basis of Dealing

4.1 You may place an Order via the Trading Platform, or in such other manner as we may specify to you in writing from time to time. In such circumstances:

4.1.1 when you do so you are offering to enter into a Trade with us at the price we quote (or within your specified Price Tolerance if applicable to your Account) when you complete all obligatory fields and click the relevant icon; and

4.1.2 when we receive your Order we will provide you with an electronic acknowledgement of receipt but you and we will be bound by a Trade only when details of the Trade are reported as executed on the Trading Platform. If you do not see details of the executed Trade on the Trading Platform, please call us immediately to confirm the status of the Trade. After we execute the Trade we will send you a contract note as described in clause 12.

4.2 We may accept Orders by telephone. In the event you place an Order by telephone:

4.2.1 your oral instruction to Trade will constitute an offer to enter into a Trade at the price we quote. Trades placed by telephone will only be accepted at the current Our Price;

4.2.2 you can place an Order by telephone only by talking directly to an authorised person. We will not accept an Order left with other employees, on an answering machine or on a voice mail facility;

4.2.3 you and we will be bound by a Trade only when our authorised person confirms that the offer has been accepted. After we execute the Trade we will send you a contract note as described in clause 12.

4.3 You may place an electronic Order on the Trading Platform at any time or you may place a telephone Order with an authorised person during our Trading Hours. However, we will execute Trades only during times which are both our Trading Hours and the Market Hours for the relevant Market. Market Hours are as stated in the Market Information and may change from time to time.

4.4 Prices quoted by us (whether by telephone, the Trading Platform or otherwise) do not constitute a contractual offer to enter into a Trade at the price quotes or at all. We reserve the right to refuse to enter into any Trade. Such situations include but are not limited to, when:

4.4.1 Trades are placed outside of the Market Hours (clause 4.3);

4.4.2 Trades are individually or in the aggregate larger than the maximum Quantity or smaller than the minimum Quantity we set for the Market (clause 4.6);

4.4.3 Our Price has moved unfavourably in excess of the specified Price Tolerance (if applicable to your Account) (clause 5.5);

4.4.4 your Trading Resource is insufficient to fund the proposed Trade (clause 10);

4.4.5 entry into the Trade would cause you to exceed the maximum Total Margin, if **any**, applied to your Account (clause 10);

4.4.6 Our Price or the Trade derives from a Manifest Error (clause 15);

4.4.7 Event Outside Our Control or Market Disruption Events have occurred (clause 16);

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- 4.4.8 any amount you owe us has not been paid (clause 17); and
- 4.4.9 we believe the Trade would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.

4.5 If we accept a Trade before becoming aware of any of the events described in clauses 4.4.1 to 4.4.9, we may in our sole discretion treat the Trade as void or close the Open Position at Our Price prevailing at the time we close the Open Position. If we choose to maintain the Open Position, you will be liable for the full value of the Trade when it is closed.

4.6 We may set minimum and maximum Quantities for opening and/or closing Trades in each Market and different minimum and maximum Quantities for Trades placed on the Trading Platform or by telephone. Minimum and maximum Quantities (if any) are stated in the Market Information. Trades to close an Open Position are subject to the minimum and maximum Quantity valid at the time that the closing Trade is executed. We may be unable to execute Trades at Our Price which are larger than our maximum Quantity or smaller than our minimum Quantity. Where you wish to execute a Trade whose size exceeds our maximum Quantity, you may request a quote. Where a Trade is executed through several transactions at varying prices you will be charged separate fees and commission for each individual transaction. If multiple Trade instructions are placed or triggered, which in aggregate exceed our maximum Quantity for the relevant Market, we may in our sole discretion take any of the following action: (a) refuse to enter into all or some of the Trades; (b) partially fill your Trades and/or (c) increase the margin rate charged on the positions you hold in the relevant market. We may vary the minimum and maximum Quantity from time to time and new minimum and maximum Quantities will be effective at the time of publication.

4.7 Subject to our right to refuse to enter into any Trade pursuant to clause 4.4, we will use our reasonable endeavours to execute a Trade within a reasonable time after we receive it or after the conditions for an Order are fulfilled.

4.8 Where your Open Position is larger than our maximum Quantity and you have not closed it before its expiry date, we may roll over the Open Position rather than settle it.

## 5. Our Price

5.1 During Market Hours, we will quote two prices for the Market: a higher price ("Our Offer Price") and a lower price ("Our Bid Price"); together these prices are known as "Our Price" for a Market. Our Price is determined by reference to the price of the Underlying Instrument which is quoted on external securities exchanges or dealing facilities that we select at our discretion. For Trades executed when the relevant exchange or dealing facility is closed or where there is no exchange or dealing facility, Our Price will reflect what we consider the market price of the Underlying Instrument is at that time. Our Prices and how we calculate Our Prices are determined in our absolute discretion and any changes are effective immediately. If during Market Hours Our Price for any Market is not available on the Trading Platform, please call Client Management to obtain a quote.

5.2 We will accept a Trade only on the basis of a current Our Price. You may not be able to enter into Trades at Our Price where Our Price is described as "indication only" or "indicative" or "invalid" (or words or messages to the same effect).

5.3 We provide quotes for Our Prices on a best efforts basis. If a Market Disruption Event or an Event Outside of Our Control occurs we may not be able to provide a quote for Our Price or execute Trades during Market Hours.

5.4 The difference between Our Bid Price and Our Offer Price is "Our Spread". For certain Products, Our Spread may contain

an element of charge or commission for us. For some Markets Our Spreads change frequently and there is no limit to how large any such changes may be. You acknowledge that when you close a Trade, Our Spread may be larger or smaller than Our Spread when the Trade was opened, even for markets where Our Spread is fixed.

5.5 If your Account has Price Tolerance, Markets where Price Tolerance applies will be set out in the Market Information. Price Tolerance will only apply to instructions to Trade for immediate execution. Where applicable, you may change the Price Tolerance via the Trading Platform before you place a Trade. If, before we have executed your Trade, Our Price moves unfavourably away from our quoted price but remains within the specified Price Tolerance, your Trade will be executed at the current Our Price. If, before we have executed your Trade, Our Price moves in your favour (irrespective of the specified Price Tolerance), we will execute the Trade at the current Our Price.

## 6. Closing Trades

6.1 If you have an Account with hedging enabled, you can close an open Trade by selecting that specific trade and closing it. If you open an opposing Trade in the same market for the same quantity, both the original trade and the opposing Trade will remain open and offset each other.

6.2 If you have an Account without hedging enabled, you can close an open Trade either by selecting that Trade and closing it, or by opening a Trade in the opposing direction.

6.3 For some Accounts, if you enter into a closing Trade in the same Market with a greater Quantity but in the same expiry as the Open Position it offsets, then the original Open Position will be closed and a new Open Position will be created for the Quantity by which the new Trade exceeds the original Open Position.

6.4 You will usually be able to close an Open Position during Market Hours. However, we reserve the right to reject any Trade in accordance with clause 4.4. As a consequence, you may not be able to close the Open Position and your Losses may be unlimited, subject to clause 3.8, until such time as you are able to close the Open Position. Where you inadvertently close an Open Position and promptly notify us of this error, at your request we may (in certain, exceptional circumstances, acting at our sole discretion and as a gesture of goodwill) allow you to take a new Open Position equivalent to the terms of the original Open Position duly closed by you in error, with such new Open Position being reported to the applicable regulatory authorities as such in the normal course of business.

6.5 Unless Open Positions are closed in accordance with this clause 6, rolled over in accordance with clause 7, or are terminated, voided or otherwise closed in accordance with this Agreement, they will remain open until their expiry (if they have an expiry date or event) or will remain open indefinitely if they do not. On the expiry date (or event, if such expiration is dependent upon an event) the Open Position will be closed and settled at Our Price at the time the Open Position is closed.

6.6 Where we exercise our rights in accordance with this Agreement to close any of your Open Positions, we will do so at a time and date determined by us in our reasonable discretion.

## 7. Rollover

7.1 We may allow Open Positions to be rolled in accordance with your instructions.

7.2 If we agree to roll over an Open Position, then the original Open Position is closed and becomes due for settlement at Our Price at the time the Open Position is closed and a new Trade will be entered into to establish a new Open Position in the

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relevant Market. The times at which we will close Open Positions which are rolled over are stated in the Market Information. We will send you a contract note in respect of the Trade establishing the new Open Position as described in clause 12.

## 8. Orders

8.1 The range of different Order types which we accept shall be decided by us in our absolute discretion. Certain types of Orders, such as Guaranteed Stop Loss Orders, may only be available for a limited range of Markets.

8.2 We may at our discretion limit the Quantity of any Trade and Orders we accept without notice. **It is your responsibility to understand the features of an Order and how the Order will operate before you place it. Before you place an Order for the first time, we recommend that you read the trading examples on our Website so that you fully understand the features of the Order type.**

8.3 We endeavour to fill Orders at the first Our Price reasonably available to us after the price specified is reached or at the occurrence of the event or condition specified in the Order. However, we may not be able to execute Orders if there is an Event Outside of Our Control in relation to an Underlying Instrument. For all Orders other than Guaranteed Stop Loss Orders, we may not be able to execute your Order at the price level you specify. We will endeavour to execute your Order at Our Price nearest to your specified price.

8.4 We may, without limitation, set a minimum price range between the current Our Price and the price or level of any Stop Orders, Guaranteed Stop Loss Orders and Limit Orders and we reserve the right not to accept any Orders which are less than this minimum price range.

8.5 Orders will be "Good until Cancelled" ("GTC") unless you specify at the time of placing the relevant Order that it is only "Good for the Day" ("GFD") or "Good for the Time" ("GFT"). Unless an Order is cancelled or ceases to have effect, we will regard it as valid and execute it when Our Price reaches the price you specify or the specified event or condition occurs.

8.6 Subject to clause 8.7 below, you can only cancel or amend an Order if we have not acted upon it. You may, with our consent (which will not be unreasonably withheld), cancel or amend an Order at any time before we act upon it. Changes to Orders may be made on the Trading Platform or by calling Client Management.

8.7 If you have a Limited Risk Account, a Guaranteed Stop Loss Order cannot be cancelled by you at any time. It will only be cancelled if you close the corresponding Open Position. You may, however, amend a Guaranteed Stop Loss Order in accordance with clause 8.6 above.

8.8 When you place an Order to close an Open Position (a "Closing Order"):

- 8.8.1 if you close the Open Position before the Closing Order is executed, we will treat this as an instruction to cancel the Closing Order; and
- 8.8.2 if you close only a portion of the Open Position before the Closing Order is executed, we will treat the Order as an Order to close only the portion of the Open Position that remains open.

8.9 We offer Guaranteed Stop Loss Orders for a limited range of Markets. For these Markets:

- 8.9.1 the Market Information states if a Guaranteed Stop Loss Order is available;
- 8.9.2 we may charge a premium payment for each

Guaranteed Stop Loss Order. The rate or price of this payment is stated in the Market Information;

- 8.9.3 we will accept your Guaranteed Stop Loss Order only during Market Hours;
- 8.9.4 we will execute a Guaranteed Stop Loss Order at the price you specify, when that price level is reached; and
- 8.9.5 we may make available and set minimum and maximum Quantities for Guaranteed Stop Loss Orders which are different from the minimum and maximum Quantities which apply to other types of Order.

8.10 Guaranteed Stop Loss Orders are not available for MetaTrader Accounts.

## 9. Our Fees and Charges

9.1 Depending on the Market concerned, we may:

- 9.1.1 include an element of profit for us in Our Spread;
- 9.1.2 charge commission;
- 9.1.3 impose a Daily Financing Fee on your Open Positions; and/or
- 9.1.4 charge premiums for Guaranteed Stop Loss Orders.

You can find details with respect to these as well as other fees and charges applicable to your Account on our Website or by calling Client Management.

9.2 Where permitted by law, we may from time to time share a proportion of Our Spread, commissions and other Account fees with other persons including (without limitation) Introducers. In respect of Introducers, and with your prior written consent, we will collect these fees and charges applicable to your Account from you, as consideration for the services the Introducer provides to you, as agent on behalf of the Introducer. We may also receive payment in connection with certain foreign exchange transactions undertaken pursuant to clause 20.

9.3 We do not currently receive a share of commission or similar payments from other persons in connection with any Trade under this Agreement. If this changes we will inform you.

9.4 We may pass on to you charges which we may from time to time incur in borrowing stock in the external market to hedge a Short Position which you have opened with us. These charges will fluctuate depending on market conditions and the scarcity of the stock concerned. We may also pass on to you any additional charge for stamp duty, transfer tax or other taxes or duties which we may incur to hedge any Trade with you. We will advise you of any such charges at the time they are incurred or as soon as possible after we become aware that they have been incurred, whether in the Market Information or otherwise.

We will notify you of any increase in our current fees and charges or any additional fees and charges that we may apply to your account in accordance with clause 32. In respect of clause 32.3, we will, however, provide you with 30 days' prior notice, as required under the Corporations Act, of any increase in our current fees and charges or any additional fees and charges.

## 10. Margin Requirement

10.1 Before you place a Trade which creates an Open Position you must ensure that your Trading Resource is sufficient to cover the Margin Requirement in respect of that Open Position. If your Trading Resource is less than the Margin Requirement for the

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Open Position you wish to create, we may (and will, where and to the extent required by applicable laws and regulations, including the ASIC Instrument) reject your Trade. The Margin Requirement must be maintained at all times until the Open Position is closed and may increase or decrease at any time until the Open Position is closed.

10.2 The Margin Requirement for an Open Position is calculated using the Margin Factor for the relevant Market and in accordance with applicable laws and regulations, including the ASIC Instrument. Margin Factors may be expressed as a percentage, number or other form applicable to the nature of the Market. The Margin Requirement may increase or decrease at any time until the Open Position is closed, but will not decrease below the Initial Margin requirement. The applicable Margin Requirement for an Open Position may vary depending on the Underlying Instrument and if the Product involves a CFD, your client categorisation and whether your Open Position is an Established Position. You will find details of the applicable Margin Requirements on our Website or Trading Platform.

10.3 Margin Factors for each Market are stated in the Market Information. Unless otherwise stated in our Notices and Policies with respect to third party trading platforms, Margin Factors change as set forth in this clause 10.3. Changes to a Margin Factor will increase or decrease your Margin Requirement. For Margin Factors expressed as a percentage and all Open Positions subject to Orders Aware Margining, the Margin Requirement may change as Our Price for the relevant Market changes. Margin Requirement may also be affected by changes in the exchange rate between the Base Currency and the currency of any Open Position.

10.4 Non-standard Margin Requirements may apply for the following:

- 10.4.1 for certain Markets derived from options or options-related financial instruments;
- 10.4.2 when you are holding positions in two or more Markets in the same Underlying Instrument;
- 10.4.3 Trades which have an attached Stop Loss Order in Markets where Orders Aware Margining is available (clause 10.6);
- 10.4.4 when a Margin Multiplier is applied (clause 10.7); and
- 10.4.5 when the Quantity of a Trade is greater than our maximum Quantity (clause 4.6)

10.5 Details of how we calculate non-standard Margin Requirements are set out on our Website. We reserve the right to change the way in which we calculate Margin Requirements at any time.

10.6 Orders Aware Margining offers the potential to reduce the Margin Requirement for Open Positions in certain Markets which are booked to a General Account and which are subject to a Stop Loss Order or a Guaranteed Stop Loss Order. Orders Aware Margining is available for a limited range of Markets and details of its availability is provided in the Market Information.

10.7 We may apply a Margin Multiplier to all Open Positions placed in your Account or to a specific Open Position. The application of a Margin Multiplier or any change in a Margin Multiplier will result in a change to the Margin Requirement for any Open Positions for the relevant Markets.

10.8 We may alter Margin Factors, Margin Multipliers and Margin Requirements at any time and any change will become effective immediately. For Open Positions which are booked to a General Account, subject to our rights in clauses 16 and 17, we will provide you with at least 24 hours' notice of any increase in Margin Factors, Margin Multipliers or Margin Requirement. It is

your responsibility to know at all times the current Margin Factors, Margin Multiplier and Margin Requirement applicable to your Account and your Open Positions.

10.9 We may notify you of an alteration to the Margin Factors, Margin Multiplier and Margin Requirement by any of the following means: post, telephone, fax, email, text message or by posting notice of the increase on our Website or Trading Platform.

10.10 Your Total Margin will be the aggregate of all Margin Requirements in your Account. We may set a maximum figure for your Total Margin which will act as a limit on the amount of funds we hold as the Margin Requirement. If we set a maximum Total Margin we will inform you.

## 11. Margin Close Out Level

**11.1 If the Margin Level for your Account reaches or falls below the Margin Close Out Level, this will be classified as an Event of Default under clause 17. In such circumstances we may (and will, where and to the extent this is required by applicable laws and regulations including the ASIC Instrument) close all or any of your Open Positions immediately with or without notice. In addition, we may, among other things, refuse to execute new Trades until your Margin Level exceeds the Margin Close Out Level. It is your responsibility to monitor your Account(s) at all times and to maintain your Margin Level above the Margin Close Out Level.** We will close your Open Positions at Our Price prevailing at the time when your Open Positions are closed.

11.2 We may but are not obliged to contact you before we take any action under clause 11.1.

11.3 You will be notified of the Margin Close Out Level applicable to your Account on our Website or Trading Platform. We may alter the Margin Close Out Level applicable to your Account at any time, including where this is required to comply with applicable laws and regulations, including the ASIC Instrument. For a General Account, subject to our rights in clauses 16 and 17, we will provide you with at least three (3) days' notice of any change to your Margin Close Out Level, unless we are unable to do so in order to effect an immediate change in the Margin Close Out Level required under applicable laws and regulations including the ASIC Instrument. It is your responsibility to remain informed about the Margin Close Out Level applicable to your Account.

11.4 We will be entitled to notify you of an alteration to your Margin Close Out Level by any of the following means: post, telephone, fax, email, text message or by posting notice of the increase on our Website or Trading Platform.

11.5 The Margin Close Out Level is designed to help limit the extent of your trading Losses. There might be circumstances (e.g. suspended markets) in which we will be unable to close out Open Positions and we do not guarantee that your Open Positions will be closed when the Margin Level for your Account reaches the Margin Close Out Level or, save to the extent required by applicable laws and regulations including the ASIC Instrument, that your Losses will be limited to the amount of funds you have transferred into your Account. In such circumstances, we will modify your Open Positions and take such other actions as we consider to be reasonable.

## 12. Statements and Contract Notes

12.1 Periodic statements, including statements of your Cash, Open Positions and any charges made to your Account will ordinarily be sent to you no less than monthly, but in any event will send you a statement of your Cash no less than annually. In addition, upon your request, we will provide a statement of the

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Client Money held by us for you, and you will be obliged to pay to us the charge for such statement which we will notify to you (which will reasonably correspond to our actual costs for providing such statement).

12.2 Other than on your specific request, contract notes and statements will be sent to you by email or by being made available through the Trading Platform. We reserve the right to charge for contract notes and statements sent to you in a paper form.

12.3 Subject to the other provisions of this clause 12, it is your responsibility to review all statements received to ensure that they are accurate. If you believe that a statement received by you is incorrect, because it refers to a Trade which you have not placed or for any other reason, you must tell us immediately. **Statements will, in the absence of a Manifest Error, be conclusive and binding unless we receive an objection from you in writing within 48 hours of receipt or we notify you of an error in the statement in the same period.**

12.4 We will send you a contract note in respect of each Trade that we execute on your behalf, including any new Trade entered into when an existing Open Position is rolled over pursuant to clause 7. The absence of a contract note will not affect the validity of any Trade that is reported as executed on the Trading Platform or is accepted by telephone pursuant to clause 4.2. If you do not receive a contract note for any Trade you have executed or rolled over, please inform us immediately.

12.5 Contract notes will be sent to you as soon as reasonably practicable and no later than the close of the next Business Day after a Trade is executed.

12.6 Following delivery of a contract note pursuant to clause 12.5, you must notify us if you believe that a contract note is incorrect for any reason by no later than the close of the second Business Day after the relevant Trade is executed.

12.7 If you notify us that you believe a contract note is incorrect for any reason by the time specified in clause 12.6, you and we will attempt to resolve the difference and confirm the relevant Trade as soon as possible.

12.8 If we have sent you a contract note pursuant to clause 12.5 and you do not notify us that you believe that it is incorrect for any reason by the time specified in clause 12.6, you will be deemed to have agreed to the terms of the contract note.

## 13. Payments and Withdrawals

13.1 If your Account shows a positive Cash balance, you may request that we make a payment to you of such amount. We may however elect to withhold any payment requested, in whole or in part, if:

- 13.1.1 you have Unrealised Losses on your Account; and/or
- 13.1.2 such payment would result in your Trading Resource being less than zero; and/or
- 13.1.3 we reasonably consider that funds may be required to meet any Margin Requirement; and/or
- 13.1.4 there is any amount outstanding from you to us; and/or
- 13.1.5 we are required to do so under any relevant legislation or regulation; and/or
- 13.1.6 we reasonably believe resulted from market abuse in contravention of clause 23.

13.2 We may debit the Cash balance on your Account with any

amount due and payable to us under this Agreement, and with any bank transfer charges we incur in transferring funds to you. In addition, you are responsible for all costs and expenses we incur as a result of you failing to pay amounts due or if you breach the Agreement including, without limitation, bank charges, court fees, legal fees and other third party costs we reasonably incur. If your Account shows a negative Cash balance, and notwithstanding any other right that we may have under this Agreement or applicable laws and regulations, we may (and will, where and to the extent this is required by applicable laws and regulations, including the ASIC Instrument) waive our right to claim payment of any amount due and payable to us under this Agreement and return the Cash balance to zero.

13.3 If we credit a payment to your Account but subsequently discover that the credit was made in error, we reserve the right to reverse any such credit and/or cancel any Trades which could not have been made or close any Open Position which could not have been established but for that credit.

13.4 Unless we agree otherwise, any amounts payable to you will be paid by direct transfer to the same source (in your name) from which you have made payment to us.

13.5 Payment of any amount due to us is subject to the following conditions:

- 13.5.1 unless otherwise agreed, payment must be made in the Base Currency for your Account;
- 13.5.2 if made by debit or credit card, the debit or credit card must be accepted by us and we reserve the right to charge an administration fee;
- 13.5.3 unless otherwise agreed your Account will be credited with the net cleared funds received after all deductions of bank charges or any other costs of transfer incurred in relation to the payment;
- 13.5.4 if made by cheque or bank transfer, the cheque must be drawn on or the transfer made must be made from an account in your name with an approved financial institution or other bank we deem satisfactory;
- 13.5.5 if you wish to make a payment through any other bank (or card issued by such a bank) please contact us to confirm the acceptability of the bank concerned before a payment is required to be made; and
- 13.5.6 we do not accept cash or payments from third parties unless otherwise agreed.

13.6 If your Account is in debit, the full amount is due and payable by you immediately, unless and to the extent we are not permitted to recover such sums from you by applicable laws and regulations, including the ASIC Instrument.

13.7 We may refuse to accept payment by cheque or banker's draft and may require immediate payment by telegraphic transfer, debit card or any other method of electronic transfer acceptable to us.

13.8 If you fail to pay any sum due to us on the due date in accordance with this Agreement, we will charge interest on this amount. Interest will be due on a daily basis from the due date until the date on which payment is received in full at a rate not exceeding 4% above the applicable central bank's official base rate for short-term funds (or a rate we reasonably consider serves materially the same function) from time to time and will be payable on demand.

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## 14. Credit

14.1 Subject to applicable laws and regulations, we may at our discretion allocate Credit to your Account for Trades in accordance with this clause 14. You will be notified of the amount of Credit available on your Account in writing.

14.2 Credit will increase your Trading Resource and this will allow you to place new Opening Positions. You will only be able to place new Opening Positions using Credit if your Trading Resource is positive. Credit is to be used solely for Trading purposes.

14.3 Notwithstanding clause 14.2 above, Credit may not be used to pay Realised Losses.

14.4 Credit is not cash and unless we agree otherwise it may not be withdrawn or transferred from your Account to another account with us or any other financial institution. The provision of Credit is not a risk management tool and you acknowledge that the Credit on your Account and your indebtedness to us in respect of this Credit is not a limit as to your potential financial liability to us and it will not restrict your Losses.

14.5 You acknowledge that Credit is determined by us at our discretion based on risk allocation and we may reduce your credit limit at any time. You therefore agree to inform us immediately should your personal financial circumstances change.

14.6 Provision of credit is subject to various terms at the time of issue. You should make sure that you understand and accept these terms before accepting any credit from us.

14.7 We reserve the right to alter the amount of Credit on your Account or to withdraw Credit for any reason on giving you 14 days' notice or immediately if required by applicable law or regulations.

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## C. OUR RIGHTS IN SPECIAL CIRCUMSTANCES

### 15. Manifest Error

15.1 A Manifest Error is an error, omission or misquote (including any misquote by our dealer) which by fault of either of us or any third party is materially and clearly incorrect when taking into account market conditions and quotes in Markets or Underlying Instruments which prevailed at that time. It may include, but is not limited to, an incorrect price, date, time, Market or currency pair, financing calculation, rebate, commission or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement.

15.2 If a Trade is based on a Manifest Error (regardless of whether you or we gain from the error) and/or closed on the basis of Manifest Error we may act reasonably and in good faith to:

- 15.2.1 void the Trade as if it had never taken place;
- 15.2.2 close the Trade or any Open Position resulting from it; or
- 15.2.3 amend the Trade, or place a new Trade, as the case may be, so that (in either case) its terms are the same as the Trade which would have been placed and/or continued if there had been no Manifest Error.

15.3 We will exercise the rights in clause 15.2 as soon as reasonably practicable after we become aware of the Manifest Error. To the extent practicable we will give you prior notice of any action we take under this clause but if this is not practicable we will give you notice as soon as practicable afterwards. If you consider that a Trade is based on a Manifest Error, then you must notify us immediately. We will consider in good faith whether it is appropriate to take any action under this clause 15 taking into account all the information relating to the situation, including market conditions and your level of expertise.

15.4 In the absence of our fraud, wilful deceit or negligence, we will not be liable for any loss, costs, claims or demand for expenses resulting from a Manifest Error.

### 16. Event Outside Our Control and Market Disruption Events

16.1 We may determine that a situation or an exceptional market condition exists which constitutes an Event Outside Our Control and/or a Market Disruption Event.

16.2 If we determine that an Event Outside Our Control or Market Disruption Event has occurred we may take any of the steps referred to in clause 16.3 with immediate effect. We will take reasonable steps to notify you of any action we take before we take any action to the extent practicable. If it is not practicable to give you prior notice, we will notify you at the time or promptly after taking any such action.

16.3 If we determine that an Event Outside Our Control and/or a Market Disruption Event has occurred, we may take one or more of the following steps:

- 16.3.1 cease or suspend trading and/or refuse to enter into any Trades or accept any Orders;
- 16.3.2 alter our normal trading times for all or any Markets;
- 16.3.3 change Our Price and Our Spreads and/or minimum or maximum Quantity;
- 16.3.4 close any Open Positions, cancel and/or fill

any Orders, and/or make adjustments to the price and/or limit the Quantity of any Trade, Open Positions and Orders;

- 16.3.5 change the Margin Factors and/or Margin Multipliers in relation to both Open Positions and new Trades;
- 16.3.6 change the Margin Close Out Level applicable to your Account;
- 16.3.7 immediately require payments of any amounts you owe us, including Margin Requirement;
- 16.3.8 void or roll over any Open Positions;
- 16.3.9 restrict your Account so that you may only place Trades to close your Open Positions and not create new Open Position; and/or
- 16.3.10 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

16.4 In some cases we may be unable, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Underlying Instrument we consider necessary to hedge or protect our exposure to market and other risks arising from an Open Position. When this occurs we may close that Open Position at the prevailing Our Price.

16.5 We will not be liable to you for any loss or damage arising under this clause 16, provided we act reasonably.

### 17. Event of Default and Similar Circumstances

17.1 The following shall constitute Event of Default:

- 17.1.1 an Insolvency Event occurs in relation to you;
- 17.1.2 you are an individual and you die, become of unsound mind or are unable to pay your debts as they fall due;
- 17.1.3 the Margin Level for your Account reaches or falls below the Margin Close Out Level;
- 17.1.4 you act in breach of any warranty or representation made under this Agreement or any representation or warranty made by you under this Agreement and/or any information provided to us in connection with this Agreement is or becomes untrue or misleading;
- 17.1.5 any sum due and payable to us is not paid in accordance with this Agreement;
- 17.1.6 whether or not any sums are currently due and payable to us from you, where any cheque or other payment instrument has not been met on first presentation or is subsequently dishonoured or you have persistently failed to pay any amount owed to us on time including Margin Requirement;
- 17.1.7 at any time and for any periods deemed reasonable by us you are not contactable or you do not respond to any notice or correspondence from us; and
- 17.1.8 we reasonably believe that it is prudent for us to take any or all of the actions described in clause 17.2 in the light of any relevant legal or regulatory requirement applicable either to you or us.



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17.2 If any Event of Default occurs we may, in our absolute discretion where and to the extent permitted under applicable laws and regulations including the ASIC Instrument, take all or any of the following actions:

- 17.2.1 immediately require payment of any amounts you owe us, including in respect of any Margin Requirement;
- 17.2.2 unless already closed or cancelled pursuant to clause 17.4, close all or any of your Open Positions;
- 17.2.3 convert any balance to your Base Currency in accordance with clause 20;
- 17.2.4 cancel any of your Orders;
- 17.2.5 subject to the application of clause 19, exercise our rights of set-off and combination;
- 17.2.6 change the Margin Close Out Level applicable to your Account;
- 17.2.7 impose a Margin Multiplier to your Trades or Account;
- 17.2.8 suspend your Account and refuse to execute any Trades or Orders;
- 17.2.9 alter or withdraw the Credit on your Account (if applicable);
- 17.2.10 terminate this Agreement and/or
- 17.2.11 take or omit to take all such other actions as we consider to be reasonable in the circumstances to protect ourselves and our clients as a whole.

17.3 We may, in our absolute discretion, also close your Account on 14 days' notice in the circumstances set out below. If we rely on our rights under this clause, your Account will be suspended during the 14 day notice period and you will not be able to place Trades other than those to close existing Open Positions. If you have not closed all Open Positions within the period of 14 days' notice we shall be entitled to take any action within clause 17.2. The relevant circumstances are:

- 17.3.1 any litigation is commenced involving both of us in an adversarial position to each other and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;
- 17.3.2 where you have persistently acted in an abusive manner toward our staff (for example by displaying what we consider to be serious discourtesy or the use of offensive or insulting language); or
- 17.3.3 where we believe on reasonable grounds that you are unable to manage the risks that arise from your Trades.

17.4 Without limiting our right to take any action under clauses 17.2 and 17.3, we may also close individual Open Positions and/or cancel any Orders where:

- 17.4.1 we are in dispute with you in respect of an Open Position. In this case we can close all or part of the Open Position in order to minimise the amount in dispute; and/or
- 17.4.2 there is a material breach of the Agreement in relation to the Open Position.

17.5 Without limiting our right to take action under clauses 17.2, 17.3 and 17.4, we may in our discretion suspend your Account pending investigation for any reason. Whilst your Account is suspended you will be able to place Trades to close your Open Positions but you will not be entitled to place Trades which would create new Open Positions. Circumstances in which we may choose to exercise this right include but are not limited to the following:

- 17.5.1 when we have reason to believe that an Event of Default has occurred or may occur but believe that it is reasonably necessary to investigate circumstances with a view to confirming this;
- 17.5.2 when we have reason to believe that you do not have a sufficient understanding of the Trades which you are placing or the risks involved;
- 17.5.3 when we have not received within 10 days of a written request all information, that we believe that we require in connection with this Agreement; and/or
- 17.5.4 we have reason to believe that there has been a breach in your Account security or that there is a threat to your Account security.

17.6 If we have suspended your Account pending investigation, we will use reasonable endeavours to conclude our investigation within five (5) Business Days. When we conclude our investigation we will inform you whether trading on your Account may resume or whether we will seek to take further action pursuant to this Agreement.

17.7 We may exercise our rights to close Open Positions under this clause 17 at any time after the relevant event has occurred and will do so on the basis of the next available Our Price for the affected Open Positions.

## 18. Ceasing to Provide a Product

18.1 We reserve the right to cease offering a Product at any time at our discretion, including, without limitation, if the relevant Underlying Instrument from which the CFD is derived:

- 18.1.1 becomes difficult to borrow in the underlying market; or
- 18.1.2 is prohibited from being short sold by government rules or regulations.

18.2 If a Product is removed from our list of Products that are available to short, we may close your Open Positions.

18.3 We are not liable for any loss or damage arising from or in connection with the closure of Open Positions in circumstances where we exercise this right.

## 19. Netting and Set Off

19.1 The Agreement and all Trades under it shall form part of a single agreement between us and you. You and we both acknowledge that we enter into the Agreement and any Trades under it in reliance upon the fact that these are part of a single agreement between us.

19.2 Without prejudice to our right to require immediate payment from you under the terms of this Agreement, but subject to the application of clauses 3.8, 19.3 and 19.4 and applicable laws and regulations including the ASIC Instrument, we will, at any time, have the right to:

- 19.2.1 combine and consolidate your Cash and any money we or any of our Associated Entities

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hold for you in any or all of the accounts you may have with us or with any of our Associated Entities; and

19.2.2 set off against each other the amounts referred to in (a) and (b) below:

- a) any amounts that are payable by us or any of our Associated Entities to you (regardless of how and when payable), including your Cash (if a credit balance), Unrealised Profits and any credit balance held on any account you have with us or with any of our Associated Entities, even if any of those accounts have been closed;
- b) any amounts that are payable by you to us or any of our Associated Entities (regardless of how and when payable), including, but not limited to, Unrealised Losses, interest, costs, expenses, and/or charges incurred in respect of, or any debit balances in, any account you have with us or with any of our Associated Entities, even if those accounts have been closed.

19.3 Subject to clause 3.8, if any amount in clause 19.2.2(b) exceeds any amount in clause 19.2.2(a) above, you must forthwith pay such excess to us whether demanded or not.

19.4 You are also entitled to require us to exercise the rights in clause 19.2 above in relation to all your accounts and/or Open Positions which have been closed.

19.5 If the rights under clauses 19.2, 19.3 or 19.4 are exercised, all the payment obligations will be consolidated into an obligation for you to pay a net sum to us or for us to pay a net sum to you.

## 20. Currency Conversions and Valuations

20.1 Where we are entitled to do so under this Agreement (including in connection with our rights under clauses 17 and 19) we may convert sums denominated in one currency to another currency. We may also perform a notional currency conversion where this is required for valuation purposes.

20.2 Unless we have agreed otherwise, we will automatically convert any Cash, Realised Profits and Losses, adjustments, fees and charges that are denominated in another currency to your Base Currency before applying them to your Account.

20.3 Unrealised Profits and Losses that are denominated in another currency may be valued at or converted in notional terms to your Base Currency. Such balances are for your information only and are not final until the Realised Profits and Losses are converted and applied to your Account.

20.4 We shall perform any currency conversion or valuation at commercially reasonable rates (which may be up to and including +/- 0.5% away from our quoted prices or rates from time to time or as otherwise stated on our Website from time to time). We may receive remuneration from the counterparty to any foreign exchange transaction which we enter into.

20.5 If we have exercised our rights in connection with clauses 17 and/or 19 or you have made a payment to us in a different currency from that in which you were obliged to pay us, we may pass on to you all commission or other charges which we incur in any currency conversion we carry out.

## 21. Corporate Actions and other events affecting Underlying Instruments

21.1 When a Corporate Action or an Insolvency Event occurs in

relation to any Underlying Instrument and/or its issuer we may, acting in a commercially reasonable manner, make adjustments to your Open Positions and/or Orders to reflect those actions and to put you in a position as close as possible to that of a direct holder of the Underlying Instrument.

21.2 The actions we may take pursuant to clause 21.1 include, but are not limited to:

- 21.2.1 changing Margin Factors, Margin Multipliers and/or the minimum level of Guaranteed Stop Loss Orders both in relation to Open Positions and new Trades;
- 21.2.2 making a reasonable and fair retrospective adjustment to the opening price of an Open Position, to reflect the impact of the relevant action or event;
- 21.2.3 opening and/or closing one or more Open Positions on your Account;
- 21.2.4 cancelling any Orders;
- 21.2.5 suspending or modifying the application of any part of this Agreement;
- 21.2.6 crediting or debiting sums to your Account as appropriate;
- 21.2.7 taking all such other action, as we reasonably consider appropriate to reflect the effect of the relevant action or event; and/or
- 21.2.8 in respect of Limited Risk Accounts, making a reasonable and fair retrospective adjustment to the Guaranteed Stop Loss Order, to reflect the impact of the relevant action or event.

21.3 We may make dividend adjustments if a dividend is scheduled to be paid to the holders of the Underlying Instrument. These adjustments are normally made on the ex-dividend date. Long Positions receive adjustments net of tax, whereas short positions are charged the declared amount of gross tax, where applicable.

21.4 We shall use best endeavours to take any such actions as soon as we are reasonably able to do so and this will normally be as soon as is reasonably practicable after the relevant event has occurred.

21.5 When we make adjustments to Open Positions, where possible we will adjust the Open Position as held by you to be effective from the commencement of Market Hours on the same Business Day on which the relevant event or action is effective in relation to the Underlying Instrument.

21.6 Depending on the event concerned, we may take any of the actions set out in this clause 21 without prior notice. If we do so, we shall give you notice at the time we take the action or as soon as reasonably practicable thereafter.

## 22. Representations, Warranties and Indemnities

22.1 Representations and warranties are personal statements, assurances or undertakings given by you to us on which we rely when we deal with you. You make the following representations and warranties at the time you enter into this Agreement and every time you place a Trade or give us any other instruction:

- 22.1.1 all information that you supply to us (whether in the Application Form or otherwise) is true, accurate and not misleading in any material respect;
- 22.1.2 if you are an individual, you are over 18 years old;

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- 22.1.3 except where we have agreed otherwise in writing, you act as principal and not any other person's agent or other representative;
- 22.1.4 you have obtained all necessary consents and have the authority to enter into this Agreement and/or to place any Trades and instructions;
- 22.1.5 if you are a company or body corporate you are properly empowered and have obtained all necessary corporate or other authority under your memorandum and articles of association or other constitutional or organisational documents;
- 22.1.6 you will not conduct any transactions (including Trades) which contravene laws or regulations in any jurisdiction in relation to inside information, market manipulation or market abuse;
- 22.1.7 you are not accessing the Trading Platform or dealing with us from the United States of America or its territories;
- 22.1.8 neither the entry into this Agreement, the placing of any Trade and/or any Order or the giving of any other instruction will violate any law, rule or regulation applicable to you;
- 22.1.9 you have not and will not upload or transmit any Malicious Code to our Trading Platform or Website or otherwise use any electronic device, software, algorithm, and/or any dealing method or strategy that aims to manipulate any aspect of our Trading Platform or Website, including, but not limited to, the way in which we construct, provide or convey Our Price; and
- 22.1.10 you will use the Products and services offered by us pursuant to this Agreement honestly, fairly and in good faith.

22.2 You agree that for the duration of this Agreement you will promptly notify us of any change to the details supplied by you on your Application Form, including in particular moving to another country or territory or any change or anticipated change in your financial circumstances, regulatory or employment status (including redundancy and/or unemployment) which may affect the basis on which we do business with you.

22.3 Any breach by you of any warranty or representation made under this Agreement, including, but not limited to, the representations and warranties given in clause 22.1, renders any Trade voidable or capable of being closed by us at our then prevailing Our Price, at our discretion.

22.4 To the fullest extent permitted by law, you release, discharge and indemnify, and agree to keep us and our respective officers, employees, agents and representatives indemnified from and against all sums of money, actions, proceedings, suits, claims, demands, losses and any other amounts whatsoever arising out of:

- 22.4.1 any default whether by your act or omission under this Agreement or any Order or transaction (including any Trade);
- 22.4.2 any breach by you of any applicable law including the Corporations Act and applicable market rules;
- 22.4.3 any representation or warranty made or given by you under this Agreement proving to be

untrue or incorrect;

- 22.4.4 any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any client, employee, agent or authorised Agent, consultant or servant of yours;
- 22.4.5 any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to use, or any error or inadequacy in the data or information input into such systems or networks by you;
- 22.4.6 anything lawfully done by us in accordance with, pursuant or incidental to this Agreement;
- 22.4.7 any instruction, request or direction given by you;
- 22.4.8 us complying with any direction, request or requirement of applicable market rules or the Corporations Act or any other regulatory body having jurisdiction over us; or
- 22.4.9 us in good faith accepting and acting on instructions received by you or any authorised Agent.

## 23. Market Abuse

23.1 When you execute a Trade with us, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant Underlying Instrument or financial instruments related to that Underlying Instrument. The result is that when you place Trades with us your Trades can have an impact on the external market for that Underlying Instrument in addition to the impact it might have on Our Price. This creates a possibility of market abuse and the purpose of this clause is to prevent such abuse.

23.2 You represent and warrant to us at the time you enter into the Agreement and every time you enter into a Trade or give us any other instruction that:

- 23.2.1 *you will not place and have not placed a Trade with us if to do so would result in you, or others with whom you are acting in concert having an interest in the price of the Underlying Instrument which is equal to or exceeds the amount of a Declarable Interest in the Underlying Instrument;*
- 23.2.2 *you will not place, and have not placed a Trade in connection with:*
  - a) *a placing, issue, distribution or other similar event;*
  - b) *an offer, takeover, merger or other similar event; or*
  - c) *any corporate finance activity.*
- 23.2.3 *you will not place and have not placed a Trade that contravenes any law or regulation prohibiting insider dealing, market manipulation or any other form of market abuse or market misconduct; and*
- 23.2.4 *you will act in accordance with all applicable laws and regulations.*

23.3 In the event that you place any Trade in breach of the representations and warranties given in this clause 23 or any

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other clause of this Agreement or we have reasonable grounds for believing that you have done so, in addition to any rights we may have under clause 17, we may:

*23.3.1 enforce the Trade or Trade(s) against you if it is a Trade or Trades which results in you owing money to us;*

*23.3.2 treat all your Trades as void if they are Trades which result in us owing money to you, unless and until you produce conclusive evidence within 30 days of our request that you have not in fact committed any breach of warranty, misrepresentation or undertaking under this Agreement.*

23.4 You acknowledge that it would be improper for you to deal in the Underlying Instrument if the sole purpose of such a transaction was to manipulate Our Price, and you agree not to conduct any such transactions.

23.5 We are entitled (and in some cases required) to report to any relevant regulatory authority details of any Trade or Order. You may also be required to make appropriate disclosures and you undertake that you will do so where so required.

23.6 The exercise of any of our rights under this clause 23 shall not affect any of our other rights we may have under this Agreement or under the general law.

## 24. Your Right to Cancel

24.1 You are entitled to cancel this Agreement by giving us notice in writing within a 14 day cancellation period. You need not give any reason for the cancellation and the right to cancel applies even if you have already received services from us before the cancellation period expires.

24.2 The period for cancellation begins on the date the Agreement starts to apply to you.

24.3 You may only give us notice of cancellation in writing. The notice will be considered received by us in accordance with clause 34.

24.4 As the price of our contracts depend on fluctuations in the Underlying Instrument which are outside our control and which may occur during the cancellation period, you have no rights to cancel this Agreement if any Trade placed by you has been executed before we receive notice of cancellation.

24.5 Following a valid cancellation and subject to clause 19.2, we will return any amounts you have deposited with us prior to receipt of your cancellation notice.

24.6 If you do not exercise the right of cancellation, the Agreement will continue in effect until either you or we terminate the Agreement by either of us giving notice in accordance with clause 32, or by our exercising any of our other rights to terminate under this Agreement. There is no minimum or fixed duration of the Agreement and it will automatically renew annually unless otherwise terminated in accordance with its terms.

## 25. Complaints and Disputes

25.1 If you wish to raise any complaint or Dispute you should contact us as soon as practicable. If we identify a Dispute we will notify you as soon as possible.

25.2 Please keep your own record of dates or times of Trades and other issues as that will help us to investigate any complaints or disputes. It may be difficult or not reasonably possible for us to locate records/tapes in relation to Trades and other issues in the absence of information about the dates and times of any Trades or other issues in Dispute.

25.3 We operate an Internal Dispute Resolution policy to enable us to deal promptly and fairly with complaints. Details of this policy are available on request from Client Management.

25.4 Any complaint or Dispute should in the first instance be referred to Client Management (details of which are given on our Website). If the complaint or dispute is not resolved to your satisfaction within 5 business days, you may refer the matter to the Compliance Manager at the same address.

25.5 If either you or we notify the other party of a Dispute, you and we will consult in good faith in an attempt to resolve the Dispute in a timely manner, including, without limitation, by exchanging any relevant information and by identifying and using any Agreed Process which can be applied to the subject of the Dispute or, where no such Agreed Process exists or you and we agree that such Agreed Process would be unsuitable, determining and applying a resolution method for the Dispute.

25.6 The Compliance Manager will provide an Internal Final Response to you within 30 calendar days of the complaint being made. If you remain dissatisfied with our investigation or handling of your complaint or dispute you may refer the matter to the Australian Financial Complaints Authority (AFCA), GPO Box 3, Melbourne VIC 3001. In particular, you have a right to refer your complaint or dispute to AFCA if you are classified as a Retail Client and were classified as such at the time of the event giving rise to the complaint or dispute. The services provided by AFCA are free of charge. Further information on AFCA can be found on its website [www.afca.org.au](http://www.afca.org.au).

## D. MISCELLANEOUS AND LEGAL ISSUES

### 26. Privacy and Data Protection

26.1 We will obtain and hold information about you (including, without limitation, personal information and information relating to your Account and your Account history) in accordance with data protection and anti-money laundering legislation. You agree that we can rely on, hold and process your information for the purpose of performing our obligations under this Agreement, including administering the relationship with you, managing your Account, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.

26.2 You agree to our disclosing any such information referred to in this clause 26:

26.2.1 in accordance with this clause 26;

26.2.2 where we are required to by law or regulatory obligation;

26.2.3 to regulatory authorities where appropriate or on reasonable request, and to such third parties as we reasonably consider necessary in order to prevent crime, e.g. the police; and

26.2.4 where reasonably necessary, to any third party which provides a service or licence to us in connection with the Products or services we provide for your Account or this Agreement, but only for the purpose of providing that service or licence or in connection with our compliance with any reporting, audit or inspection obligations to any such third party service providers or licensors.

26.3 In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to

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someone who provides a service to us in other countries, including some outside of Australia, and you consent to such transfer.

26.4 You consent to us, or our agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share any information concerning you with us and other organisations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

26.5 You authorise us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account. If you do not wish to receive such information then please contact us in writing or by telephone. Our Address and contact details are stated on our Website.

26.6 By submitting the Application Form to us, you agree to be bound by the terms of our Privacy Policy as set out on our Website including authorising us to pass your personal data to selected Associated Entities or third parties (including Introducers) for the purpose of contacting you by email, telephone or post to give you information about carefully selected products or services offered by that party that are similar or related to the Products or services provided or previously provided to you by us. You consent to us using your data for this purpose for the period you have an Account with us. If you no longer wish to receive such information then please write to us at Our Address or write directly to the third party.

26.7 Where you have been introduced to us by an Introducer, you consent to us exchanging information with that Introducer in order to perform our obligations under this Agreement and as required by us to maintain our relationship with the Introducer. This may, without limitation, result in us disclosing financial and personal information about you, your application, details of trading activity in the Account and/or your conduct of the Account and/or your use of our facilities (including information gained when you use our learning tools and trading simulators). If you no longer wish us to pass on such information then please write to us at Our Address.

26.8 We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our Website or sending you an email to your last known email address. If you do not tell us you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

26.9 If you wish to access information that we hold about you, or to have inaccurate information corrected please contact us by sending an email to our email address set forth on our Website. Please note we may require you to pay a fee for this information. Please note that certain information may be exempt from being disclosed and that in certain circumstances we may not be able to disclose certain information.

26.10 You agree that we may record all conversations with you and monitor (and maintain a record of) all emails and electronic communications sent by or to us. All such records are our property and can be used by us, amongst other things, in the case of a dispute between us or for training purposes.

## 27. Intellectual Property

27.1 Our Website, including the Trading Platform, and any and all Information, software applications, documentation and other information, data and materials which we may supply or make available to you, either directly or through a third party service provider or licensor (collectively the "City Index Materials") are and will remain our property or that of our third party service providers or licensors.

27.2 All copyrights, trademarks, design rights and other intellectual property rights in the City Index Materials, including without limitation all updates, modifications, compilations and enhancements, and all derivative works based on any of the City Index Materials, are and will remain our property (or those of our third party service providers or licensors as applicable).

27.3 We supply or make the City Index Materials available to you on the basis that (a) we can also supply and make them available to other persons and (b) we can cease or suspend providing any of them, but we will only do that if your Account has been closed or required by any of our third party service providers or licensors, by applicable law or as otherwise provided in this Agreement (unless stated otherwise in these Professional Client General Terms or the Annexes to them).

27.4 You may access and use the City Index Materials only as expressly permitted for the operation of your Account in accordance with this Agreement.

27.5 You must comply with any policies relating to any of the City Index Materials, or their use, including any additional restrictions or other terms and conditions that we or our third party service providers or licensors may issue, of which we may notify you from time to time.

27.6 You must not supply all or part of the City Index Materials to anyone else and you must not copy or reproduce all or part of them without our prior written permission.

27.7 You must not delete, obscure or tamper with copyright or other proprietary notices displayed on any of the City Index Materials.

27.8 If we have provided any materials to you in connection with our Website you must return those to us on closure of your Account.

27.9 Except to the extent expressly permitted under this Agreement or any other written agreement between you and us, you must not: (a) modify, translate or create derivative works based upon any of the City Index Materials; (b) take any action compromising or challenging, or threatening to compromise or challenge, the enjoyment or use by any other client of any of the City Index Materials or the rights of us or any of our third party service providers or licensors in any of the City Index Materials; or (c) reverse engineer, decompile or disassemble any of the City Index Materials comprising software or otherwise attempt to discover the source code thereof.

27.10 You must notify us immediately of any unauthorised use or misuse of any of the City Index Materials of which you become aware and, to the extent reasonably requested by us, provide us cooperation in remedying such violation and/or taking steps to prevent the future occurrence thereof.

27.11 We or our third party service providers or licensors may from time to time modify market data, our Trading Platform or Website, or the City Index Materials, and/or methods or speeds of delivering the same, which modifications may require corresponding changes to the methods or means you use to access the City Index Materials and/or may sever or adversely affect your access to or use of the City Index Materials. Neither we nor any other City Index Parties shall be liable for any such consequences.

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## 28. Website and System Use

28.1 We will use reasonable endeavours to ensure that our Website, mobile services and our systems can normally be accessed for use in accordance with this Agreement. However all or any of these may fail to work properly or at all or our premises may suffer from power failure. On this basis:

28.1.1 we do not warrant that they will always be accessible or usable;

28.1.2 we do not warrant that access will be uninterrupted or error free.

28.2 We may suspend use of our Website to carry out maintenance, repairs, upgrades or any development related issues. We shall use reasonable endeavours to give you notice of this and to provide alternative ways for you to deal or obtain information as to your Account but this may not be possible in an emergency.

28.3 We warrant that we have the right to permit you to use our Website in accordance with this Agreement.

28.4 We will use reasonable endeavours to ensure that our Website is free from any Malicious Code, but we do not warrant that it will be free at all times of Malicious Code. You should use your own Malicious Code protection software that is up to date and of good industry standard. In addition you must not upload or transmit any Malicious Code to our Trading Platform or other aspects of our Website.

28.5 You are responsible for ensuring that your information technology is compatible with ours and meets our minimum system requirements, as may be amended from time to time. The minimum system requirements currently in effect are set out on our Website.

28.6 We or other third party service providers or licensors may provide you with Information in connection with the provision of our services. You agree that:

28.6.1 neither we nor any other City Index Party shall be responsible or liable if any such Information is inaccurate or incomplete in any respect or for any actions you take or do not take based on, or your reliance upon, such data or information;

28.6.2 you will use such Information solely for the purposes set out in the Agreement;

28.6.3 you will truthfully complete and submit to us in a timely fashion:

- a) any declaration as we may require at any time in respect of your status as a user of Information; and
- b) any additional agreements with us or any of our third party service providers or licensors relating to our provision to you of any Information;

28.6.4 such Information is proprietary to us or the provider and you will not retransmit, redistribute, publish, disclose, alter, amend, rent, loan, licence or display in whole or in part such data or information to third parties; and

28.6.5 you will pay any fees and other costs associated with your access to and use of any Information, of which as we may notify you from time to time, and shall be responsible for payment of any and all taxes, charges or assessments by any foreign or domestic national, state, provincial or local

governmental bodies, or subdivisions thereof, and any penalties or interest relating thereto, in respect of your access to and use of any Information.

28.7 Various access methods (e.g. mobile, desktop) may be made available to you. Different access methods may have different functionality and content from one another, and such content and functionality are subject to change without notice.

28.8 In the event you select to use a third party software application to provide you with trading programs, signals, advice, risk management or other trading assistance or a third party hosting or trading application (for example, MetaTrader), we do not assume any responsibility for such application, product or service. The foregoing shall apply irrespective of whether we offer, promote or endorse to you such third-party application, product or service.

## 29. Limitation of Liability

29.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for liability that cannot be excluded under any applicable laws or the requirements of any regulator.

29.2 Subject to clause 29.1, we shall not be liable for:

29.2.1 Event Outside Our Control;

29.2.2 any action we may take under:

(i) clauses 15 ("Manifest Error");

(ii) clause 16 (Event Outside Our Control or Market Disruption Events"); and/or

(iii) clause 17 ("Event of Default and Similar Circumstances") provided that we act within the terms of those clauses and in particular act reasonably where required to do so;

29.2.3 any failure of communication (for any reason) within clause 28 ("Website and Systems Use") including (without limitation) the unavailability of our Website (including the Trading Platform) or our telephone systems provided always we act within the terms of clause 28;

29.2.4 the use, operation, performance and/or any failure of any third party trading systems, software or services not provided by us;

29.2.5 any claim loss, expense, cost or liability suffered or incurred by you (together "Claims") except to the extent that such loss, expense is suffered or incurred as a result of our breach of the Agreement, negligence or wilful default.

29.3 Other than as described in clause 29.4 and subject to the limits on our liability in this clause 29, we are each only responsible for Losses that are reasonably foreseeable consequences of breaches of this Agreement at the time the Agreement is entered into.

29.4 Neither we nor any other City Index Parties are responsible for indirect Losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us. Neither we nor any other City Index Parties shall be liable to you for Losses which you incur which are foreseeable by us or other City Index Parties because you have communicated the possibility of such Losses or any special circumstances to us or City Index Parties.

29.5 Neither we nor any other City Index Parties shall be liable to you for any loss of profit or opportunity, or anticipated savings

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or any trading Losses.

29.6 The limitations of liability in clause 29 apply whether or not we or any of our employees or agents or any City Index Parties knew of the possibility of the claim being incurred.

29.7 We carry on the business to which this Agreement relates in reliance on the limitations and/or exclusions in this clause being enforceable. We do not insure against any of the potential liabilities described in this clause. If the exclusions and restrictions are not acceptable to you, then you should not deal with us.

Notwithstanding any other provision of this Agreement, where Sub-Division 2E of Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth), or any other legislation implies in this Agreement any term, condition or warranty, and makes void or prohibits application or exercise of, or liability under such term, condition or warranty shall be deemed to be included herein. However our liability for any breach of such term, condition or warranty shall be limited, at our option, to either or both of the following:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

## 30. Your money

30.1 Any money which you have transferred or transfer to us, or which has been transferred to us, which is to be held by us on your behalf, is Client Money within the meaning of the Client Money Rules, and will be held by us on trust for you at all times and for this purpose. In accordance with the requirements of the Client Money Rules, Client Money must be and will be segregated from our own money.

30.2 We will hold Client Money on your behalf in an account with an Australian Deposit Taking Institution (ADI) or an approved foreign bank ("Client Money Account") which may (to the extent permitted by law) be invested on term deposit and will be established, maintained and operated in accordance with the Client Money Rules. We may, as permitted under s7.8 of the Corporations Act (Cth), use Wholesale Client monies to meet our obligations incurred in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings in derivatives associated with transactions entered into with Wholesale Clients.

30.3 Where any bank or other permitted third party holds money under this clause 30: (a) we will not be liable for the acts or omissions of, or failure or insolvency or any analogous event affecting, such entity; and (b) in the event of the insolvency or other analogous proceeding in relation to such entity, we may have only an unsecured claim against such entity on behalf of you and our other clients, and you may be exposed to the risk that the money recovered by us from such entity is insufficient to satisfy the claims of you and all other clients with claims in respect of the relevant account.

30.4 We do not pay interest on any Client Money (including where held on term deposit), or money that you transfer to us under clause 30.4, unless we have expressly agreed to do so in writing. You hereby acknowledge that any interest earned on your money held by us will accrue to us and (insofar as you are able and/or required to do so) you assign and convey to us the beneficial entitlement to such interest. Any interest charges or fees incurred in connection with our placing amounts on term deposit will be discharged by us and not passed on to you.

30.5 You will not grant any security interest over any Client Money held in your Account, or any claim against us for money due to you under clause 30.4, to any person other than us.

30.6 Where any amounts owed by you to us under the Agreement are due and payable to us, in accordance with the

Client Money Rules we shall cease to treat as Client Money so much of any Client Money held on your behalf as equals the those amounts. You agree that we may apply that money in or towards satisfaction of all or part of those amounts due and payable to us. For the purposes of this clause, any such amounts owed by you to us under this Agreement become immediately due and payable, without notice or demand by us, when incurred by you or on your behalf.

30.7 We may transfer any money we hold for you as Client Money (after deduction of any amounts permitted by the terms of this Customer Agreement) to another legal entity (including any of our group companies) where we transfer all or part of our business to that entity and your Client Money relates to the business transferred. Where we transfer your Client Money to another legal entity under this clause we shall require that such Client Money will be held by that entity for you in accordance with the Client Money Rules.

30.8 You agree that we shall be entitled to treat Client Money as due and payable to us, to the extent of all or any part of the obligations owed by you to us under this Agreement which are due and payable to us but unpaid.

30.9 In this clause 30, "Client Money Rules" means the provisions in Part 7.8 of the Corporations Act and the relevant provisions of the Corporations Regulations 2001 (Cth).

## 31. Tax

31.1 You are responsible for the payment of all taxes that may arise in relation to your Trades. Where, as a result of your trading, there is a tax charge under the Australian tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties due in any jurisdiction, we reserve the right to pass these on to you. We may elect to do so by withholding any such amounts from your Realised Profits. You may find additional information with respect to our practices in a Market on our Website or by calling Client Management.

31.2 We shall not be responsible for any taxes that may arise as a result of a change in law or practice.

31.3 We shall not be responsible for advising you on any change in tax law or practice. You shall in all circumstances be responsible for your own tax advice in relation to your Trades.

## 32. Amendments and Termination

32.1 We may amend or replace any clause or part of the Agreement in whole or in part by giving you written notification of the changes. Amendments to this Agreement will not be valid and binding unless they are expressly agreed by us in writing. We will only make changes for good reason including but not limited to:

- 32.1.1 making them clearer or more favourable to you;
- 32.1.2 reflecting legitimate changes in the cost of providing the service to you;
- 32.1.3 reflecting a change of applicable law, regulation or codes of practice or decisions by a court, ombudsman, regulator or similar body;
- 32.1.4 reflecting changes in market conditions; or
- 32.1.5 reflecting changes in the way we do business.

32.2 Without prejudice to clause 32.3, you can expressly agree to the changes as set out in the Amendment Notice, or you can also be deemed to have accepted all the changes in its entirety from the effective date if your conduct subsequent to the

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Amendment Notice is consistent with you agreeing to the changes (such as by placing an Order with us after the Amendment Notice).

32.3 If you object to any change you must tell us within 14 days of the date the notice is deemed received by you under clause 34 ("Notices"). If you do not do so you will be deemed to have accepted the change(s). If you give us notice that you object, then the changes will not be binding on you, but we may require you to close your Account as soon as reasonably practicable and/or restrict you to placing Trades and/or Orders to close your Open Positions.

32.4 Subject to clause 32.2 the amendments or new terms made pursuant to this clause 32 will apply (including to all Open Positions and unexecuted Orders) from the effective date (which we will state) of the change specified in the notice.

32.5 In addition to any other rights specified in this Agreement, we may cease to offer a Product or end this Agreement and close your Account at any time by giving you 14 days' written notice. This is in addition to any other rights to end this Agreement and/or close your Account which we may have. In the event that we cease to offer a Product or a Market, you shall agree to close any Open Positions relating to such Product or Market during the 14-day notice period unless otherwise instructed by us. After the 14-day notice period, your Open Positions in relation to such Product or Market will be automatically closed out.

32.6 You may also end the Agreement and/or close your Account at any time, in whole or in part, by giving us written notice. Your Account will be closed as soon as reasonably practicable after we receive notice, all Open Positions are closed, all Orders cancelled and all of your obligations discharged.

32.7 Where either you or we provide notice to close your Account and/or end this Agreement under this clause 32, we reserve the right to refuse to allow you to enter into any further Trades or Orders which may lead to you holding further Open Positions.

32.8 In the event that there have been no Trades on your Account for a period of six years after the date you become entitled to a transfer of money held in such Account (notwithstanding any payments or receipts of interest, fees or similar items) and we are unable to trace you despite having taken reasonable steps to do so, you authorise and direct us to treat the balance of your Account as unclaimed money to be dealt with in accordance with the provisions of the applicable unclaimed money legislation. Where we do so, you will indemnify us and not hold us liable for that money.

## 33. General Provisions Relating to the Agreement

33.1 A court or regulatory authority may decide that a part or clause of this Agreement is not enforceable. If this happens then the relevant part of the Agreement will be given no effect and will not be considered part of the Agreement. This will not invalidate any other clause or part of the Agreement.

33.2 You may not assign, novate or transfer any of your rights or obligations under this Agreement without our prior written consent. We may assign or transfer all or any of our rights and you provide a standing consent to the novation of any of our obligations under this Agreement to any person (including any of our Associated Entities) on 30 days written notice. We will comply with applicable legal and regulatory requirements which may apply to this transfer, including obtaining your or any other party's consent where necessary.

33.3 Either you or we may elect not to require the other party to comply with this Agreement, or may delay requiring the other party to do so. This will not amount to a waiver by the party making such election of its rights under this Agreement unless that party clearly states that this is its intention. This means that

the relevant party can still require compliance with the Agreement in future.

33.4 Except as provided by clauses 27, 28, 29 and 33.5, no clause of this Agreement is intended to confer any benefit on any person who is not a party to it.

33.5 To the extent permitted by law and as required by us, the rights under this Agreement are held by us on our own behalf as well as on trust on behalf of our Associated Entities and may, accordingly, be enforced by any of our Associated Entities. We do not require the consent of our Associated Entities to vary, amend, modify, suspend, cancel or terminate any provision of the Agreement.

## 34. Notices

34.1 This clause 34 does not apply when:

34.1.1 you place Orders and execute Trades pursuant to this Agreement, in which case communications shall be handled pursuant to clauses 4 and 12;

34.1.2 we provide notice of changes to Margin Requirements, Margin Factors or Margin Multipliers pursuant to clause 10; or

34.1.3 we provide notice of changes to the Margin Close Out Level applicable to your Account pursuant to clause 11.3.

34.2 When a notice may be given in writing, it may be provided by letter, fax, email or (to the extent permitted by ASIC Rules), our Website including the Trading Platform.

34.3 We may send notices to you at your last known home or email address, place of work, fax, telephone, pager number or other contact details.

34.4 You must send notices by letter to Client Management at Our Address.

34.5 Unless specifically agreed otherwise in these Professional Client General Terms, any notice given by us to you or by you to us will be deemed given and received if:

34.5.1 delivered by hand to Our Address in these Professional Client General Terms or to your last known home or work address: at the time of delivery;

34.5.2 sent by first class post on a Business Day: the next Business Day or second Business Day after posting if not sent on a Business Day;

34.5.3 sent by air mail from outside Australia: the second Business Day after posting (or the fourth Business Day after posting if not sent on a Business Day);

34.5.4 sent by fax before 4pm on a Business Day: one hour after a "transmission complete" report is received. If sent by fax at any other time: at 9am on the next Business Day (provided a "transmission complete report" is received); and/or

34.5.5 sent by email before 4pm on a Business Day: one hour after sending. If sent by email at any other time: 9am on the next Business Day, (but an email will not be deemed to have been delivered if the sender receives a "not sent" "not received" or similar message from the email service provider).

34.6 Additionally:



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- 34.6.1 we may give you a notice by SMS text in which case you will be deemed to have received such a message one hour after we have sent it, provided we do not receive a "not sent" message.
- 34.6.2 we may leave you a message on our Website or Trading Platform and this will be deemed delivered one hour after we have posted it.

## 35. Governing Law, Jurisdiction and Language

35.1 The Agreement and our relations before we entered into this Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia.

35.2 The federal courts of Australia and the courts of the state of New South Wales will have exclusive jurisdiction over any claim or matter arising under or in connection with the Agreement and the legal relationships established by the Agreement.

35.3 We shall be entitled to take proceedings against you in any other competent jurisdiction, and the taking of proceedings in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 36. Definitions

In this Agreement the following words and expressions shall have the following meanings:

"Account" means any account that we maintain for you for dealing in the Products made available under this Agreement and in which your Cash, Margin Requirements and Margin Payments are held and to which Realised Profits and/or Losses are credited or debited.

"Agent" means an agent or representative who we agree may act for you and/or give instructions on your behalf in respect of this Agreement.

"Agreed Process" means the complaint handling procedure set out in clause 25 and any other process agreed between you and us in respect of a Dispute.

"Agreement" means the Professional Client General Terms, together with the Supplemental Terms, the Application Form and Market Information.

"Amendment Notice" means a notice given by us pursuant to clause 32.1. Such notice can be given by email or by post.

"Application Form" means the form(s) (in paper or electronic form) which you complete to open an Account and to trade with us under this Agreement.

"ASIC" means the Australian Securities and Investments Commission.

"ASIC Instrument" means ASIC Corporations (Product Intervention Order – Contracts for Difference) Instrument 2020/986.

"Associated Entity" means an associated body corporate within the meaning of section 50AAA of the Corporations Act.

"Base Currency" is the currency in which your Account is denominated and in which we will debit and credit your Account.

"Business Day" means Monday through Friday, excluding any New South Wales, Australia public holiday.

"Cash" means a figure stated on the Trading Platform which represents the amount of cleared funds available in your Account.

"City Index Materials" has the meaning as set out in clause 27.1.

"City Index Parties" means, collectively us, our Associated Entities, our third party service providers, and our third party licensors, and the directors, officers, members, employees, agents and representatives of us, our Associated Entities, our third party service providers and our third party licensors.

"Client Management" means our customer services team.

"Conflicts of Interest Policy" means our policy on potential

conflicts of interest that may arise in providing our services and how we manage them.

"CFD" means a contract for differences which is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract.

"Corporate Action" means the occurrence of any of the following in relation to the issuer of any relevant Underlying Instrument:

- (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity;
- (b) any acquisition or cancellation of own shares/equities by the issuer;
- (c) any reduction, subdivision, consolidation or reclassification of share/equity capital;
- (d) any distribution of cash or shares, including any payment of dividend;
- (e) a take-over or merger offer;
- (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or
- (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Instrument.

"Corporations Act" means the Corporations Act 2001 (Cth).

"Credit" is a fixed amount determined by us and allocated to your Account.

"Daily Financing Fee" means the charge which we apply daily to an Open Position. Details of the Daily Financing Fees are set out on our Website.

"Declarable Interest" means the prevailing level or percentage at the material time, set by law or by the stock exchange(s) or other facility upon which the Underlying Instrument is traded, at which financial or other interests in an Underlying Instrument must be publicly disclosed.

"Dispute" means any dispute between you and us which, in the sole opinion of the party notifying the other party of the dispute, is required to be subject to the dispute resolution procedure set out in clause 25.

"Established Position" means an Open Position created by a Trade entered into before the effective date of the ASIC Instrument, namely 29 March 2021.

"Established Position Account" means an Account which relates exclusively to Established Positions.

"Event of Default" has the meaning given in clause 17.1.

"Event Outside Our Control" means any event preventing us from performing or otherwise delaying or hindering our performance of any or all of our obligations under the Agreement and which arises from or is attributable to any acts, events, omissions or accidents beyond our reasonable control including (but not limited to):

- (a) an emergency or exceptional market condition;
- (b) compliance with any law, governmental order or regulatory requirement, or any change in or amendment to any law, regulation or rule (or in the application or official interpretation by any court, tribunal or regulatory authority);
- (c) any act, event, omission or accident which, in our opinion, prevents us from maintaining orderly trading or hedging activities or meeting increased margin payments with third party brokers in any market in one or more of the Underlying Instruments in relation to which we ordinarily accept Trades;
- (d) the occurrence of an excessive movement in the level of any Trade and/or the Underlying Instrument or our anticipation (acting reasonably) of the occurrence of such a movement;
- (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations;
- (f) any strike, lock-out or other industrial dispute, riot, terrorism, war, civil commotion, nuclear, chemical or biological contamination, act of God, malicious damage, accident, breakdown of equipment, fire, flood, storm, interruption of

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power supply, failure of a utility service or breakdown of or interruption in any electronic, communication or information system; and/or

(g) the suspension or closure of any index/market/exchange/clearing house or the abandonment or failure of any factor or of the Underlying Instrument upon which we base, or to which we may relate, Our Prices, or the imposition of limits or special or unusual terms on any such factor.

"Professional Client General Terms" means these terms and conditions.

"General Account" means a standard account for use in the trading of Products on the City Index trading platforms.

"GFD" or "Good for the Day" refers to Orders which have effect on the day on which they are given in accordance with clause 8. If not executed, GFD Orders will cease to have effect when cancelled in accordance with this Agreement, on the expiry of the relevant Market or if we cease to trade in the relevant Market.

"GFT" or "Good for the Time" refers to Orders which have effect until a time specified by you. If not executed, GFT Orders will cease to have effect when cancelled in accordance with this Agreement, on the expiry of the relevant Market or if we cease to trade in the relevant Market.

"GTC" or "Good until Cancelled" refers to Orders which have effect until cancelled in accordance with this Agreement. If not executed, GTC Orders will cease to have effect when you cancel them in accordance with this Agreement, on expiry of the relevant Market, or if we cease to trade in the relevant Market.

"Guaranteed Stop Loss Order" means an instruction to execute a Trade to close an Open Position at a pre-agreed price (as agreed between us and you) and subject to the terms of clause 8.

"Initial Margin" means the leverage and margin restrictions set out for Markets in the ASIC Instrument and as set out in the Supplemental Terms and on our Website.

"Insolvency Event" means, in respect of any person:

(a) a resolution is passed or an order is made for the winding up, dissolution or administration of such person,

(b) any bankruptcy order is made against such person,

(c) the appointment of a receiver, administrator, manager, administrative receiver or similar officer, or if any encumbrancer takes possession of or sells, all or any part of the business or assets of such person,

(d) the making of an arrangement or composition with creditors generally or the or the filing with court documents or making of an application to court for protection from creditors generally, or any arrangement which has that effect, or

(e) if the relevant person becomes insolvent or is otherwise unable to pay its debts as they become due, or any act of insolvency or event that is analogous to those set out in paragraph (a), (b), (c), or (d) of this definition applies to the person concerned.

If the person concerned is a partnership, the occurrence of any of the events listed in this paragraph in relation to any partner shall be an Insolvency Event in relation to such person.

"Information" means such market data, news feeds and other information as we may supply or make available to you, either directly or through a third party service provider or licensor, together with any element thereof as used or processed in such a way that it can be identified, recalculated or re-engineered from or used as a substitute for such data or information.

"Introducer" means a person or firm we appoint to effect introductions of potential clients or referrers of clients to us.

"Joint Account Holder" has the meaning give that term in clause 3.9.1.

"Limit Order" means an Order which will be executed when the price of a Market reaches a price which is more favourable to you than Our Price at the time you place the Order.

"Limited Risk Account" means an Account we designate as a limited risk account, as further described in clause 3.2.

"Linked Accounts" means those Accounts which we inform you

are linked for the purpose of calculating your Total Margin and/or your Trading Resource under this Agreement.

"Long Position" means an Open Position resulting from a Trade or Trades placed to buy units of a Market at Our Offer Price.

"Losses" means any losses, claims, injuries, damages, judgments, interest on judgments, assessments, taxes, costs, fees, charges, amounts paid in settlement or other liabilities (including, without limitation, reasonable attorneys' fees, costs of collection and any reasonable cost incurred in successfully defending against any claim), provided that a person's Losses will not include any injuries, costs, losses and expenses which are directly caused by the relevant person's fraud, wilful default or gross negligence.

"Malicious Code" means any computer virus, Trojan horse, worm, time bomb or similar code or component designed to disable, damage, disrupt, manipulate, amend or alter the operations of, permit unauthorised access to, or ease, destroy or modify any software, hardware, network or other technology.

"Manifest Error" has the meaning given by clause 15.1.

"Margin Close Out Level" means the Margin Level at or below which we may, or will where required to do so under relevant laws and regulations including the ASIC Instrument, close your Open Positions and take other actions to restrict your Account under clause 11. We will notify you of your Margin Close Out Level.

"Margin Factor" means the percentage or number of units we set for each Market and which is multiplied by the Quantity to determine the relevant Margin Requirement.

"Margin Level" means the ratio of Net Equity (the sum of your Cash and Unrealised P & L) to Total Margin (expressed as a percentage) Your Margin Level is stated on the Trading Platform.

"Margin Multiplier" means the number by which a Margin Requirement is multiplied to increase the amount you are required to hold as security for a Trade.

"Margin Requirement" means the amount of money that you are required to deposit with us as consideration for entering into a Trade and maintaining an Open Position.

"Market" means a contract we make available which is comprised of a unique set of price information, minimum and maximum Quantity, expiry and other commercial features determined by reference to an Underlying Instrument.

"Market Disruption Event" means any of the following events:

(a) trading in respect of the Underlying Instrument is suspended or limited for any reason whatsoever, including by reason of movements in the price of the Underlying Instrument exceeding limits permitted by the relevant exchange or limits or special or unusual terms are imposed on the trading of the Underlying Instrument by the relevant exchange or a trading venue;

(b) trades which we have entered into in relation to any relevant Underlying Instrument or other relevant financial instrument are cancelled or suspended by the relevant exchange or clearing house;

(c) an unusual movement in the level of, or the unusual loss of liquidity in respect of, the Underlying Instrument or our reasonable anticipation of the occurrence of the same; and/or

(d) the occurrence of any other event which in our opinion causes a market disruption in respect of the Underlying Instrument or the Trade.

"Market Hours" means the hours during which we are prepared to provide quotes for Our Price and execute Trades and Orders in a Market, as further specified in the Market Information.

"Market Information" means an electronic document (also available in paper form upon request) located on the Trading Platform which sets out the commercial details for each Market, including but not limited to: Initial Margins, Margin Factors, the minimum and maximum Quantity and Our Spread. In the event you elect to use a third party hosting or trading application (for example, MetaTrader), information specific to such third party hosting or trading application located on the Website shall supplement the Market Information; however, to the extent there are any inconsistencies the Market Information will prevail.

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Note that certain components of Market Information may not be available via a mobile application and must be accessed via desktop.

"Net Equity" means a figure stated on the Trading Platform which represents the sum of your Cash and Unrealised P & L.

"Notices and Policies" means information we are required by law or regulation to disclose to our clients or otherwise desire to disclose, including: the Risk Warning Notice, our Conflicts of Interest Policy and any notices with respect to third-party trading platforms.

"Open Position" means the position in a Market created by a Trade to the extent that such position has not been closed in whole or in part under this Agreement.

"Order" means an instruction you give us to execute a Trade when the price of a Market reaches a specified price or an event or condition occurs.

"Orders Aware Margining" means a reduced Margin Requirement that applies to Trades in certain Markets which have attached Stop Loss or Guaranteed Stop Loss Orders.

"Our Address" means Suite 28.01, 264 George Street, Sydney NSW 2000 Australia.

"Our Bid Price" means the lower of two prices we quote for each Market.

"Our Offer Price" means the higher of the two prices we quote for each Market.

"Our Price" means Our Offer Price and Our Bid Price for each Market.

"Our Spread" means the difference between Our Bid Price and Our Offer Price.

"Price Tolerance" is a feature which allows you to adjust the amount of slippage you will accept on applicable Trades, where slippage is the difference between Our Price quoted on the Trading Platform and the price the Trade is executed.

"Product" means each type of financial instrument or investment contract we make available under this Agreement, subject to additional terms set out in the relevant Supplemental Terms.

"Quantity" means, in respect of a Trade or an Open Position, the number of units traded in the relevant Market to which that Trade or Open Position relates, synonymous to "trade size".

"Realised Profits" and "Realised Losses" means your profits or Losses (as appropriate) which result on expiry or closure of an Open Position.

"Retail Client" has the meaning given to it under sections 761G and 761GA of the Corporations Act.

"Risk Warning Notice" means the notice provided to clients in the Annex to these Professional Client General Terms detailing the risks associated with undertaking trading in our Products.

"Security Information" means account numbers and/or Username as applicable, passwords and other information required to identify you for the purposes of you trading with us under this Agreement.

"Short Position" means an Open Position resulting from a Trade or Trades to sell units in a Market at Our Bid Price.

"Stop Order" means an instruction to create a Short Position when Our Price reaches a specified price.

"Stop Loss Order" means an instruction to execute a Trade to close an Open Position when Our Price reaches a specified price.

"Supplemental Terms" means the supplemental terms to the Professional Client General Terms for each Product type.

"Total Margin" means a figure stated on the Trading Platform which represents the aggregate of the Margin Requirements applicable to your Account.

"Trade" means a transaction entered into by you pursuant to this Agreement.

"Trading Hours" shall be as set forth on the Trading Platform.

"Trading Platform" means the password protected trading system (including any related software and/or communications link) that we may supply or make available to you, either directly or through our third party service providers or licensors, and through which you can deal with us under this Agreement and view your Account information.

"Trading Resource" means a figure stated on the Trading

Platform which represents your Net Equity less your Total Margin. This is subject to:

- any additional factors which need to be taken into account under the Supplemental Terms for any particular Product type; and
- any additional factors which we may agree will be taken into account in assessing your Trading Resource.

"Underlying Instrument" means the instrument, index, commodity, currency (including currency pair) or other instrument, asset or factor whose price or value provides the basis for us to determine Our Price for a Market.

"Unrealised Losses" and "Unrealised Profits" means the profits or Losses (as appropriate) that have not as yet been realised on Open Positions before expiry or closure.

"Unrealised P & L" means a figure stated on the Trading Platform which represents your Unrealised Profits less your Unrealised Losses.

"Website" means our website at [www.cityindex.com](http://www.cityindex.com) which comprises (among other things) the Trading Platform, the Market Information and information related to third party hosting or trading applications (for example, MetaTrader).

"Wholesale Client" means a client that has been designated as Wholesale by City Index having met the requirements set under the Corporations Act.

## 37. Interpretation

37.1 The following rules apply when interpreting this Agreement:

- 37.1.1 headings are for reference only and do not in any way affect the meaning of this Agreement;
- 37.1.2 the single includes the plural and vice versa;
- 37.1.3 unless the context otherwise requires, a reference to any legislation provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision;
- 37.1.4 each part of this Agreement is severable from the balance of this Agreement and if any part of the Agreement is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of this Agreement;
- 37.1.5 to the extent that any term of this Agreement is inconsistent with the ASIC Instrument, the provisions of the ASIC Instrument shall prevail to the extent of the inconsistency;
- 37.1.6 no failure by us to exercise, and no delay by us in exercising, any right, power or remedy in connection with this Agreement will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy; and
- 37.1.7 this Agreement is not to be interpreted against our interests merely because we proposed these provisions or because we rely on a provision of this Agreement to protect ourselves.

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## Product Supplements

### Supplemental Terms

#### These Terms

- 1.1 These Supplemental Terms set out the terms and conditions under which we offer a range of CFDs (our "CFD Markets") and FX Contracts and it forms part of the Agreement.
- 1.2 Unless separately defined in these Supplemental Terms, words and expressions shall have the meanings given to them in the Professional Client General Terms.

#### Contracts for Differences

- 1.3 A contract for differences ("CFD") is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract. The price of a CFD is determined by reference to the price of another financial instrument, such as: shares, indices, commodities, currencies (including cryptocurrencies) or fixed-income securities. Features of our CFDs are described below.
- 1.4 Trades in CFD Markets may be placed through the Trading Platform or by calling Client Management.
- 1.5 We will quote, execute and settle Trades for CFD Markets in the currency in which the Underlying Instrument is denominated. However, we may convert the value of any Open Position for Account valuation and other purposes under clause 20 of the Professional Client General Terms ("Currency Conversions and Valuations").
- 1.6 Commercial information (including but not limited to Market Hours, minimum and maximum Quantities and expiry dates) for each CFD Market is set out in the relevant Market Information.
- 1.7 For CFD Markets that do not specify an expiry date, your Open Positions will remain open until closed in accordance with the Professional Client General Terms ("Closing Trades").
- 1.8 For CFD Markets that specify an expiry date ("Expiry CFD Markets"), your Open Positions will close and settle automatically on the expiry date specified in the Market Information unless you or we close the position in accordance with the Professional Client General Terms before that date.
- 1.9 You may give instructions to "roll" any Open Position in an Expiry CFD Market prior to the expiry date. If we agree to roll the Open Position we will do so in accordance with clause 7 of the Professional Client General Terms ("Rollover"). If you wish for any Orders attached to the Open Position to apply to the new Open Position, you must give us express instructions to attach the Orders to the new Open Position.

#### Leveraged FX

- 1.10 A leveraged FX contract is a margined over the counter (i.e. not executed on an exchange) trade between you and us where the price is determined by reference to the exchange rate between the currency pair that underlies the contract ("FX Contract").
- 1.11 Trades in FX Contracts may be placed through the Trading Platform or as otherwise permitted in accordance with clause 4 of the Professional Client General Terms ("Instructions and Basis of Dealing").
- 1.12 We may convert the value of any Open Position denominated in one currency to another currency for Account valuation and other purposes under clauses 3.7 and 20 of the Professional Client General Terms ("Currency Conversions and Valuations").
- 1.13 All Trades and Open Positions resulting from an FX Contract continue until closed by you or us in accordance with the professional Client General Terms. FX Contracts

are not automatically closed or rolled on a daily basis.

#### Profit and Loss

- 1.14 Profits and losses for an Open Position will be credited or debited to your Unrealised P & L. Unrealised Profits will allow you to place additional Trades but cannot be withdrawn until the Open Position is closed. Unrealised Losses will reduce the amount you have available to place Trades and may result in your positions being closed under clause 11 of the Professional Client General Terms ("Margin Close Out Level").
- 1.15 For CFDs, when an Open Position is closed Realised Profit or Realised Loss is calculated as: the difference between the opening value of the Open Position (Quantity x Our Price at opening) and its closing value (Quantity x Our Price at closing).
- 1.16 For FX Contracts, when an Open Position is closed, Realised Profit or Realised Loss is calculated as: (the difference between the opening and closing price) x Quantity.
- 1.17 Realised Profits or Realised Losses will be credited to or debited from your Cash.

#### ASIC Instrument – Special Terms for CFDs applicable to Retail Clients

##### Leverage and margin restrictions

- 1.18 Trades in a CFD require you, as a Retail Client, to provide an initial margin of at least:
  - 1.18.1 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
  - 1.18.2 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
  - 1.18.3 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
  - 1.18.4 if the Underlying Instrument for the CFDs is a cryptoasset—50% of the notional value of the CFD at the time of issue; and
  - 1.18.5 if the Underlying Instrument for the CFD is not referred to in paragraphs 1.18.1 to 1.18.4—20% of the notional value of the CFD at the time of issue.

##### Margin close out protection

- 1.19 If at any time the net equity of your CFD trading account, as a Retail Client, is less than the aggregate close out protection amount for your open CFDs at that time that are connected to that account, we will, as soon as market conditions allow, terminate one or more of the following:
  - 1.19.1 your open CFDs that are connected to your CFD trading account and that were issued on or after the Effective Date;
  - 1.19.2 any of your other open CFDs that are connected to your CFD trading account that we specify for the purposes of this clause;

until the time (*later time*) at which the first of the following occurs:

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1.19.3 the net equity of your CFD trading account being equal to or greater than the aggregate close out protection amount for your remaining open CFDs at the later time that are connected to that account;

1.19.4 all the following being terminated:

1.19.4.1 your open CFDs that are connected to your CFD trading account and that were issued on or after the Effective Date;

1.19.4.2 any of your other open CFDs that are connected to your CFD trading account and that we specify for the purposes of this clause.

## **Negative Balance Protection for CFDs**

1.20 Pursuant to the ASIC Instrument, if you, as a Retail Client, incur a liability under a CFD, our recourse (as the CFD issuer) is limited to the following:

1.20.1 "client money held both:

1.20.1.1 in a client money account for your benefit; and

1.20.1.2 in relation to your CFD trading account;

1.20.2 any other money:

1.20.2.1 held both:

1.20.2.1.1 in your client money account for your benefit; and

1.20.2.1.2 in relation to the CFD trading account; and

1.20.2.2 that was paid into the client money account by us (as the CFD issuer) in relation to a dealing in a CFD by you;

1.20.3 property held for your benefit in relation to the CFD trading account.

## **Definitions**

In these Supplemental Terms:

**aggregate close out protection amount** means, in relation to open CFDs at a time, an amount that is one of the following:

(a) in any case—at least 50% of the aggregate initial margin required under paragraphs 1.18.1 to 1.18.5 for those open CFDs;

(b) if the margin (current margin) which we require to be provided by you in relation to the holding of each open CFD at that time is equal to or greater than the initial margin that would have been required under paragraphs 1.18.1 to 1.18.5) if the open CFD had been issued at the time the current margin was determined—at least 50% of the aggregate current margin for those open CFDs.

**client money account** means an account maintained by us (as CFD issuer) for the purposes of section 981B of the Corporations Act.

**cryptoasset** includes cryptocurrency.

**Effective Date** means 29 March 2021.

**exchange rate for a major currency pair** means an exchange rate for a pair of currencies that consists of any two of the following:

- (a) Australian dollar;
- (b) British pound;
- (c) Canadian dollar;
- (d) euro;
- (e) Japanese yen;
- (f) Swiss franc;

(g) US dollar.

**exchange rate for a minor currency pair** means an exchange rate for a pair of currencies that is not an exchange rate for a major currency pair.

**initial margin** means the margin which we as a CFD issuer require you to provide in relation to the issue, or proposed issue, of a CFD to you.

**major stock market index** means any of the following stock market indices:

- (a) CAC 40;
- (b) DAX;
- (c) Dow Jones Industrial Average;
- (d) EURO STOXX 50 Index;
- (e) FTSE 100;
- (f) NASDAQ-100 Index;
- (g) NASDAQ Composite Index;
- (h) Nikkei Stock Average;
- (i) S&P 500;
- (j) S&P/ASX 200.

**minor stock market index** means a stock market index that is not a major stock market index.

**net equity**, in relation to your CFD trading account, as a Retail Client, means the sum of:

- (a) your money held both:
  - (i) in your client money account for your benefit; and
  - (ii) in relation to the CFD trading account; and
- (b) any other money:
  - (i) held both:
    - (A) in a client money account for your benefit and
    - (B) in relation to the CFD trading account; and
  - (ii) that was paid into the client money account by us in relation to a dealing in a CFD by you; and
- (c) the value of property held for the benefit of you and in relation to the CFD trading account; and
- (d) to the extent not referred to in (a) or (b)—your unrealised profits (if any) less your unrealised losses (if any) for all of your open CFDs that are connected to the CFD trading account.

## **Taxes**

1.21 You are responsible for the payment of all taxes that may arise in relation to your Trades and we recommend. There may be taxes imposed that are not paid by us on your behalf. For all personal Tax enquires relating to tax arising from Trading, that you seek independent tax advice.

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## Supplemental Terms – Direct Market Access

These Supplemental Terms set out the terms and conditions under which we may offer you the Direct Market Access services described below ("DMA Services"). These Supplemental Terms form part of the Agreement and our Professional Client General Terms, including the related policies and procedures, in each case as amended from time to time (collectively, the "General Terms").

Unless separately defined in these Supplemental Terms, words and expressions shall have the same meanings given to them in the General Terms.

### 1. TERMS OF SERVICES PROVIDED; TRADING POLICIES AND PROCEDURES.

- a. Subject to the conditions of the General Terms and acceptance of your application to open an Account, we will maintain one or more Accounts in your name, and will affect cash settled and/or physically settled transactions with and for you in the international over-the-counter currency markets and provide such other services and products as we may, in our sole discretion, determine from time to time in the future. Unless expressly stated otherwise in writing, all transactions entered into in connection with the DMA Services shall be governed by the terms of the General Terms.
- b. Upon receipt of an order from you as customer, we will attempt to place a financially equivalent order with our DMA Services liquidity provider(s) in our name. Upon receipt of confirmation of fill price(s) from our DMA Services liquidity provider(s), we will fill your order request, in part or in full, at the exact same price acting as counterparty to your trade. Our ability to fill your order will be contingent on our ability to execute the order with our DMA Services liquidity provider(s) and pass these order fills on to you acting as counterparty to your trade. You acknowledge and agree that a lack of available margin in your Account or a lack of available liquidity from our DMA Services liquidity providers may result in your order being voided and not being filled at any price or at all. **You further acknowledge and agree that we will display currently available pricing for the contracts offered under the DMA Services, but actual execution prices achieved in the market by us with our DMA Services liquidity provider and passed on to you by us acting as counterparty to your trade may differ materially from pricing displayed, and you agree to accept the prices assigned to all filled orders pursuant to the DMA Services.**
- c. Unless otherwise specifically indicated in the trading platform through which you are accessing the DMA Services, all contingent and market orders placed on any trading

day will expire at the end of each trading day.

- d. Neither request for quote functionality nor a demo trading system will be offered as part of the DMA Services.

### 2. REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that:

- a. your execution and delivery of these Supplemental Terms and your performance of all obligations contemplated hereunder have been duly authorized;
- b. your execution and delivery of these Supplemental Terms and your use of the DMA Services offered hereunder shall not violate any law, rule, regulation, ordinance, charter, by-law or policy applicable to you; and
- c. you acknowledge and agree that the transactions you execute through the platform will be subject to a commission and any bid/offer spread included in the foreign currency pricing offered to you via the platform through which you access the DMA Services.

### 3. RISK OF TRANSACTIONS. You acknowledge that you have been informed, and that you understand that (i) none of the DMA Services provided by us shall give rise to any fiduciary or equitable duties on our part or on the part of any of our officers, directors, employees or affiliates; (ii) we may receive fees or other payments from one or more third parties in respect of any particular transaction executed in connection with the provision of the DMA Services hereunder; and (iii) the submitting or posting of any information to or on the platform by which the DMA Services are accessed by any person shall not be deemed to be a recommendation by any such person that you should enter into any particular transaction or that such transaction is suitable or appropriate for you.

### 4. TERMINATION. We may terminate these Supplemental Terms and your access to the DMA Services at any time for any reason or no reason, with or without notice, in our sole discretion.

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## Notices and Policies

### Annex 1: Risk Warning Notice

#### 1. Introduction

You are considering dealing with us in financial instruments and investment contracts relating to various financial markets. Unless separately defined in this notice, words and expressions shall have the meanings given to them in the Professional Client General Terms.

This notice is designed to explain in general terms the nature of and some of the risks particular to our Products. We provide this warning to help you to take investment decisions on an informed basis. However, please note that each Trade will carry its own unique risks which cannot be explained in a general note of this nature.

Our Products carry a higher risk of loss than trading many traditional instruments, such as shares in many large companies or fixed income securities such as bonds issued by governments or large companies. For many members of the public trading in our Products is not suitable. It is very important that you should not engage in trading in our Products unless you know, understand and are able to manage the features and risks associated with such trading and are also satisfied that trading in our Products is suitable for you in light of your circumstances and financial resources.

In considering whether to engage in trading our Products, you should be aware of the following risks.

#### 2. Leverage

A high degree of "gearing" or "leverage" is associated with trading our Products. This stems from the margining system applicable to our Products which generally involves a comparatively modest deposit of the overall contract value to open a Trade. This can work for you and against you. A small price movement in your favour can result in a high return on the money placed on deposit; however, a small price movement against you may result in substantial losses, possibly (subject to applicable laws and regulations including the ASIC Instrument) more than the money placed on deposit. Prices can move quickly particularly at times of high market volatility (see below) and, if these price movements are unfavourable to your Trade(s), you could quickly build up significant losses.

If you do not maintain enough funds in your Account to satisfy your Margin Requirements, we may close any or all of your Open Positions (in some circumstances without warning). Unless you have been classified as not being a Retail Client, if the Margin Level for your Account for CFDs reaches or falls below the Margin Close Out level, to the extent required under applicable laws and regulations including the ASIC Instrument, we will close any or all of your Open Positions for CFDs that are not Established Positions prior to 29 March 2021 (in some circumstances without warning). This measure is designed to help limit the extent of your trading Losses. Your Open Positions may be closed at a loss for which you will be liable in accordance with the terms of this Agreement.

#### 3. Nature of Margined Trades

Our client agreement explains in detail how our Products operate; see our Professional Client General Terms, Supplemental Terms, as well as your Application Form. Also you should review examples and explanations found on our Website – although these are not part of the Agreement, they provide useful guidance on trading in our Products (and the risks associated with them).

A Trade in one of our Markets is a Trade based on movements in Our Price. Our Price for a Market is set by us but relates to the price of the relevant Underlying Instrument. Whether you make a profit or loss will

depend on the prices we set and fluctuations in the Underlying Instrument to which your Trade relates.

Trades in our Products can only be settled in cash.

Trades in our Products are legally enforceable.

In certain circumstances your losses on a Trade may be unlimited (subject to the Supplemental Terms governing negative balance protection for CFDs for Retail Clients). For instance, if you open a position with us by selling the contract in question (a practice known as "shorting a market") and the price rises, you will make a loss on that Trade and it is impossible to know the limit of your potential losses until you close the Trade or your Open Positions are closed when your Margin Level reaches the Margin Close Out Level. You must ensure that you understand the potential consequences of a particular Product or Trade and be prepared to accept that degree of risk.

You will not acquire the Underlying Instrument nor any rights or delivery obligations in relation to the Underlying Instrument.

#### 4. Volatility

As mentioned above, whether you make a profit or a loss will depend on the prices we set and fluctuations in the price of the Underlying Instrument to which your Trade relates. Neither you nor we will have any control over price movements in the Underlying Instrument. Price movements in the Underlying Instrument can be volatile and unpredictable.

A feature of volatile markets is "Gapping", the situation where there is a significant change to Our Price between consecutive quotes. Gapping may occur in fast and falling markets or if price sensitive information is released prior to Market opening. The price at which we execute your Orders may be adversely affected if Gapping occurs in the relevant Market. Guaranteed Stop Loss Orders will always be executed at your specified Order price, but all other types of Orders will be executed when Our Price meets or exceeds your specified Order price. If Gapping occurs, the price at which your Order is executed may significantly exceed your specified Order price.

#### 5. Liquidity

A decrease in liquidity (a term which describes the availability of buyers and sellers who are prepared to deal in an Underlying Market) may adversely impact Our Price and our ability to quote and trade in a Market. If there is a significant reduction or a temporary or permanent cessation in liquidity in an Underlying Instrument, such events may be deemed an Event Outside of Our Control or Market Disruption Event (as applicable) under the Professional Client General Terms and we may increase Our Price, suspend trading or take any other action we consider reasonable in the circumstances. As a result you may not be able to place Trades or to close Open Positions in any affected Market.

#### 6. Dealing Off-exchange

Dealing in our Products is conducted exclusively off-exchange, a type of trading which is also called dealing "over-the-counter" or "OTC". In dealing with us off-exchange you deal directly with us and we are the counterparty to all of your Trades. When dealing on Markets which are not Centrally Cleared Markets, there is no exchange or central clearing house to guarantee the settlement of Trades.

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## Annex 2: Conflicts of Interest Policy

### 1. Introduction

We aim to identify and prevent conflicts of interest which may arise between us and our clients, and between one client and another, in order to avoid any adverse effect on our clients. This Conflicts of Interest Policy (the "Policy") sets out procedures, practices and controls in place to achieve this.

This Policy applies to all officers, directors (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to us (together "Personnel") and refer to interactions with all of our clients.

Unless separately defined in this Policy, words and expressions shall have the meanings given to them in the Professional Client General Terms.

### 2. Regulatory Requirements Relating to Conflicts of Interest

As a holder of an Australian financial services licence (an 'AFS license'), we are subject to conflicts management obligations under the Corporations Act 2001 ("Corporations Act"). Under section 912A(1)(aa) of the Corporations Act, we must have adequate arrangements for the management of conflicts of interest that may arise wholly, or partially, in relation to our (or our representatives) provision of financial services as part of our financial services business.

ASIC's Regulatory Guide 181 (Licensing: Managing Conflicts of Interest) sets out detailed requirements of our conflict management obligations under the Corporations Act.

We will use the following three mechanisms to manage conflicts of interest:

- controlling conflicts of interest;
- avoiding conflicts of interest; and
- disclosing conflicts of interest.

### 3. Scope

We have identified the types of conflicts which may occur in our business and which carry a material risk of damage to the interests of a client. These include, but are not limited to, when we or any person directly or indirectly linked to us:

- a) are likely to make a financial gain or avoid a financial loss at the expense of our client;
- b) have an interest in the outcome of a service or product provided to, or of a transaction carried out on behalf of, our client which is distinct from our client's interest in that outcome;
- c) have a financial or other incentive to favour the interests of another client or group of clients over the interests of our client;
- d) carry on the same business as our client;
- e) receive, or will receive, from a person other than our client an inducement in relation to the service provided to our client in the form of monies, goods or services, other than the standard commission or fee for that service; or
- f) design, market or recommend a product or service without properly considering all of our other products and services and the interests of our clients.

### 4. Guarding Against Conflicts of Interest

We have put in place the systems and procedures described below to: minimise the potential for conflicts of interest, to ensure that we have adequate arrangements to manage all conflicts of interest, and where possible to avoid material conflicts of interest.

**4.1 Personal account dealing.** All Personnel are bound by the requirements of our Personal Account Dealing Policy. All transactions undertaken by Personnel are actively monitored by our Compliance Department.

**4.2 Production of investment research/research recommendation.** We do not produce investment research or provide investment research recommendations.

**4.3 "Need to Know" policy.** Where Personnel are in possession of confidential or inside information such as information relating to a client's Trade, Personnel may not disclose such information to another party without ensuring that:

- there is a clear need-to-know on the part of the recipient;
- the procedures set out in this Policy are adhered to;
- where the information relates to a client, the information transfer is in accordance with the best interests of the client; and
- the recipient is made aware of the requirement to treat the information as confidential.

Only information required for the intended use may be disclosed and the receiving individual is then bound by the same restrictions.

Personnel are required to take care when handling confidential information, such as information relating to a client's trades or personal details. In particular, Personnel are required to ensure that they do not leave documents containing confidential information on their desks and that they refrain from discussing confidential information in circumstances where it could be overheard by other Personnel who have no need to know such information.

**4.4 Restriction on access to information/electronic data.** The access to computer drives and to files located within drives is restricted by the use of passwords and user IDs. Computers are automatically locked if unattended for a short period. In addition, Personnel are reminded of the importance of data protection.

**4.5 Gifts and inducements.** Personnel may not solicit or accept any gift or inducement which may influence their independence or business judgement or which could create a conflict with any duty owed to us or our clients.

This restriction does not include special promotions on products and services which have been agreed by our senior management, nor does it cover corporate gifts and hospitality which are considered to be incidental to our ordinary business. Examples of gifts and inducements which may not be offered or accepted include cash, gifts readily convertible into cash or any other object of significant value.

Personnel are required to register with the Compliance Department details of hospitality or gifts, whether given or received, with an estimated value in excess of \$250 (or the equivalent in other currencies) and to seek guidance from that department if in doubt about the suitability of any gift.

Such items are recorded in our Gifts and Hospitality Register which is subject to regulatory inspection.

#### **Prohibition on providing inducements in relation to CFDs**

Personnel must not give or offer a gift, discount, rebate, trading credit or reward to a Retail Client or a prospective Retail Client as an inducement to open or fund a CFD Account or Trade CFDs. Such prohibited benefits exclude:

- a) the provision of, or access to, an information service or an educational or research tool;
- b) a discount in costs or fees (including a volume-based discount) that is offered to all Retail Clients and prospective Retail Clients; or
- c) any such benefits provided prior to 29 March 2021.

**4.6 External business interests.** Personnel undertake that they will not (unless granted prior written consent from our senior management or permitted under the terms of their employment) be engaged in or have an interest, either directly or indirectly, in any trade, business or occupation, which is or may be in competition with us and/or which would involve use of our time, property, facilities or resources.



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**4.7 Segregation of duties.** Job roles are designed to limit the potential for conflicts of interest. Where appropriate and proportionate, systems and controls exist to prevent Personnel from undertaking roles where such a conflict may exist. However, due to the nature, scale and complexity of our business, there can be occasions when a member of staff is required to undertake duties that could give rise to a conflict. In this event, every effort is made to ensure that such circumstances exist only for a limited period or that additional controls are in place to identify inappropriate behaviour.

All Personnel are regularly assessed for competency for their roles and Personnel are required to follow the internal procedures detailed in our Compliance Manual. Where a potential conflict may exist within a role, additional monitoring, control and sign-off procedures are in place to mitigate any such conflict. Audit records, reconciliation procedures and Compliance monitoring arrangements are also in place to ensure all processes are adequately controlled and reviewed.

**4.8 Whistleblowing Policy.** We are committed to ensuring that malpractice is prevented and, should it arise, to deal with it immediately. Employees are informed as to whom they can and should report public interest issues in the Company's Whistleblowing Policy.

Employees should follow the steps laid out in this procedure, ensuring they are able to raise genuine concerns about malpractice without fear of harassment or victimisation.

**4.9 Disclosure policy.** We believe that our internal policies and procedures, systems and controls, generally mitigate the risk of any conflict of interest arising, either between us and our client or between two or more of our clients.

Where, however, the potential for conflict arises and that conflict cannot be avoided we would either make a full disclosure or, if it is considered that the disclosure is an inappropriate method of managing the conflict, we would not proceed with the matter or transaction giving rise to the conflict.

If any Personnel are aware of any circumstances which may give rise to a conflict of interest, they must immediately refer the matter to the Compliance Department.

## **5. Policy Review**

We regularly review our Conflicts of Interest Policy to ensure that it covers conflicts that can be reasonably expected to arise within the course of our business. Any significant amendments to this Policy must be approved by our senior management.

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## **Annex 3- Notice Regarding MetaTrader**

MetaTrader (including MetaTrader 4, MetaTrader 5 and future MetaTrader product offerings that may become available) is a third-party trading platform provided by MetaQuotes for which we do not own the intellectual property. MetaTrader may or may not run in our data centre, and may or may not be supported by our personnel. We offer MetaTrader alongside our own proprietary trading platforms to offer our users the ability to select a platform that has the functionality that best suits their individual needs. However, users should be aware: (1) that we do not endorse MetaTrader; and (2) there are additional risks associated when using MetaTrader.

Since MetaTrader is provided by a third party, we do not have total control over the platform and as such we cannot guarantee the accuracy or validity of the account financial information or trading history of a user stored on MetaTrader.

Users that trade on MetaTrader are exposed to the risks associated with the system, including, but not limited to, the communication infrastructure that connects us to MetaTrader. As a result of any system failure or other interruption on MetaTrader, orders either may not be executed according to your instructions or may not be executed at all. Furthermore, as a result of any system failure or other interruption of MetaTrader, you may not be able to place or change orders or view your trading positions or market data.

MetaTrader is provided by a third-party provider and not us. Therefore, to the extent not prohibited by law, we shall not be liable for any losses or damages suffered or incurred from the use, operation, or performance of MetaTrader. In addition, we shall have no responsibility or liability for any direct, indirect, punitive, incidental, special or consequential damages that arise from any fault, inaccuracy, omission, delay or any other failure of MetaTrader.

MetaTrader gives Users the ability to automate orders and trade requests. Where the number of these requests made by a User is excessively high and/or of a malicious nature, and in our sole opinion does not constitute reasonable or acceptable use, then we reserve the right to block that User, in our sole discretion.

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## Annex 4 – Trading Tools

1. We may from time to time offer market news, commentary, charting and analysis, trading performance analytics, signals-based products or services and other trading support tools ("Trading Tools"). Before using any Trading Tools please read this note carefully. It complements the Professional Client General Terms and associated risk disclosures furnished by us and should be read in conjunction with them. Unless stated otherwise, any capitalised terms used below shall carry the same meanings as in the Professional Client General Terms.
2. **The Trading Tools are general in nature and do not and will not take into account your personal objectives, financial situation or needs. Before acting on a Trading Tool, you should consider its appropriateness, having regard to your personal objectives, financial situation and needs.**
3. **We will not give advice to you on the merits of any trade and shall deal with you on an execution-only basis. None of our staff are authorised by us or permitted under Applicable Laws to give you personal advice. Accordingly, you should not regard any proposed trades, suggested trading strategies or other written or oral communications from us as investment recommendations or personal advice or as expressing our view as to whether a particular trade is suitable for you or meets your financial objectives. You must rely on your own judgement for any investment decision you make in relation to your Account. You have the final decision in relation to every trade you enter into. You should make every effort to ensure you understand the Trading Tools and we are entitled to assume that you do, unless you have indicated otherwise. If you require investment or tax advice, please contact an independent investment or tax adviser.**
4. Hypothetical performance results have many inherent limitations, some of which are described below. No warranty or representation is made that any Account will or is likely to achieve profits or losses similar to those shown in connection with any Trading Tool. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved. Actual returns may be different to any hypothetical or indicative returns shown in any Trading Tool.
5. One of the limitations of hypothetical performance results is they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading platform in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.
6. We do not undertake to continue to offer the Trading Tools at all times and may not offer the same in the future. We may withdraw or cancel any or all of the Trading Tools, or terminate your access to any or all of them, for any reason or for no reason at any time with or without notice, in our sole discretion.
7. Trading Tools can only be used for your own personal benefit. They cannot be used for business purposes or on behalf of another person nor can they be varied, passed on or resold to or shared with (in whole or in part) another person or entity or used to place any trades outside of our platform.
8. You will not copy, modify, de-compile, reverse engineer, or make derivative works of or from the Trading Tools or the manner in which they operate.
9. All intellectual property and other rights in the Trading Tools remain our sole property or the property of our licensors. We do not assign, license or otherwise transfer to you any right or interest in the Trading Tools whatsoever, except for the right to access and use the Trading Tools as expressly permitted by us in writing. In particular, but without limitation, all goodwill derived from the use or development of the Trading Tools will accrue exclusively to us. You will not do, or omit to do, or permit to be done, any act that will or may materially weaken, damage or be detrimental to the Trading Tools or the reputation of the goodwill associated with us or the Trading Tools.
10. We do not commit to, and are not obliged to provide you with, any number of Trading Tools and the delivery of Trading Tools is not guaranteed. We may provide the Trading Tools at such times, at such intervals and based on such factors as we may determine in our absolute discretion. You should not therefore use or rely on the Trading Tools as a method of monitoring prices, positions/markets or making trading decisions, and no liability will be accepted by us in this respect.
11. The Trading Tools are provided "AS IS", without any representation or warranty of any kind whatsoever, including that they will be without interruption or error free.
12. We may suspend use of the Trading Tools at any time to carry out maintenance, repairs, upgrades or any development related issues, in order to comply with Applicable Laws or for any other reason determined by us in our sole discretion.
13. To the extent permitted by Applicable Laws, you agree not to hold us, our directors, officers, employees and agents liable for losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) non-delivery, delayed delivery or the misdirected delivery of any Trading Tool, (b) inaccurate or incomplete content of any Trading Tool or (c) your reliance on or use of the information in any Trading Tool for any purpose.

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14. Any failure by you to comply with any of the above obligations or restrictions shall constitute an Event of Default under our Professional Client General Terms.