

BOUND TERMS AND CONDITIONS

DECEMBER 2024

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PART 1 – OUR RELATIONSHIP WITH YOU AND OUR SERVICES

1. INTRODUCTION

- 1.1 These Terms and Conditions which include the Schedules and Appendices, the policies and other documents referred to in these Terms and Conditions, each Confirmation, and any express consents given by you, each as amended (together, "**Agreement**"), form the legal agreement between you and Bound Rates Limited ("**Bound**", "**us**", "**we**") for the provision of the Bound Services to you.
- 1.2 Bound is a limited company registered in England & Wales under number 13036275. We are authorised and regulated by the Financial Conduct Authority ("**FCA**") with firm reference number 966723. Our registered address is 16 Great Chapel Street, London, W1F 8FL, United Kingdom.
- 1.3 When applying for the Bound Services, you expressly agreed to the Agreement. We will also treat you continuing to access and use the Bound Services as you accepting the Agreement and any amendments to the Agreement from time to time, this is unless you have provided express consent instead. The current version of the Agreement is available on our Website. You can also request a copy of the Agreement at any time. Our contact details are set out at clause 4 (*Communications*).
- 1.4 The Bound Platform allows you to access the Bound Services and Third Party Services. Third Parties will have their own terms and conditions which apply to your use of the Third Party Services. Their terms and conditions form a separate legal agreement or agreements between you and them and we are not a party to such terms and conditions.

2. BOUND SERVICES

- 2.1 The Bound Platform allows you to buy and sell currency, and access a wallet/account which holds e-money and currency and related payment services. More specifically we provide the following "**Bound Services**":
 - (a) dealing in Non-Regulated FX Contracts;
 - (b) dealing in Regulated FX Contracts;
 - (c) arranging Regulated FX Contracts;
 - (d) introducing Non-Regulated FX Contracts; and
 - (e) introducing and offering e-money and payment services.
- 2.2 Although we are authorised as an investment firm, some of the Bound Services are not regulated by the FCA, specifically those relating to Non-Regulated FX Contracts.
- 2.3 Further, some of the terms in the Agreement only apply to certain Bound Services. If you do not use a specific Bound Service, then the terms which apply to such Service will not be part of your Agreement with us. We will always strive to be clear about which terms apply to which Bound Service, but please contact us if anything is unclear.
- 2.4 You will be notified if Bound will hold margin under a Title Transfer Collateral Agreement. This is permitted with Professional Clients or Eligible Counterparties only.
- 2.5 The below table explains which part of the Agreement applies to which Bound Service.

Parts 1 and 2 of these Terms and Conditions apply to you regardless of the Bound Service you use.

Dealing in Non-Regulated FX Contracts <i>Here, Bound enters into a Non-Regulated FX Contract with you</i>	Schedule 1 and Schedule 2 apply
Dealing in Regulated Contracts <i>Here, Bound enters into a Regulated FX Contract with you</i>	Schedule 1 and Schedule 3 apply
Arranging Regulated Contracts <i>Here, Bound arranges for you to enter into a Regulated FX Contract with a Third Party</i>	Schedule 3 and Schedule 4 apply
Introducing Non-Regulated FX Contracts <i>Here, Bound introduces you to a Third Party who enters into a Non-Regulated FX Contract with you</i>	Schedule 4 applies
Introducing E-Money and Payment Services <i>Here, Bound introduces you to a Third Party who issues e-money and opens an e-money account for you, provides all services related to such e-money account, and provides connected payment services to you</i>	Schedule 4 applies

Limitations to the Bound Services

2.6 Bound will not provide you with investment advice, personal recommendations, or investment management services.

2.7 Bound will not provide you with legal, tax, or any other advice. If you are in doubt about using the Bound Services, you should obtain advice from a qualified financial adviser.

2.8 Market information, market data, general views, and similar:

- (a) which you can access on the Platform, via an application program interface, on any transaction which you've entered into on the Platform or any activities which you've carried out on the Platform; and
- (b) expressed to you by Bound from time to time (whether orally or in writing) on exchange rates, cost estimators, economic climate, markets, strategies, trade ideas or investments,

are not to be viewed as advice or a personal recommendation to you. Similarly, any information and explanations related to the terms and conditions of a product, investment, trade or transaction are not to be viewed as advice or a personal recommendation to you. Such information is for your own personal use and at your own risk as we do not make any representations or warranties in regards to such information. You must not pass on the information to anyone else or use it for any commercial or unlawful purpose.

2.9 Insofar as is permissible under Applicable Laws, Bound does not have a fiduciary duty to you or any similar obligation under the Agreement.

Applying for the Bound Services

2.10 To use a Bound Service, you must meet and continue to meet the eligibility criteria for that Bound Service.

2.11 Further, when applying for any Bound Service, you must pass our fraud checks, sanctions checks, adverse media checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Laws and by our internal procedures. You must

also provide us with information and/or documents that we request, so that we can identify you (and if applicable your beneficial owners), verify your identity (and if applicable, your beneficial owners), and conduct the checks referred to above.

- 2.12 If we accept your application for the relevant Bound Service, we will open a Bound Account for you, which will allow you to access that Bound Service via the Bound Platform.
- 2.13 We reserve the right to accept your application for a Bound Service and reject your application for another Bound Service, or reject your application for all Bound Services, to the extent permitted by Applicable Laws, and without providing any reason for this even if you meet the eligibility criteria and pass the checks referred to above.
- 2.14 We may, from time to time, require additional information and/or documents, or clarifications to information and/or documents which you have provided to us.
- 2.15 You are required to notify us, in writing, as soon as possible, if any information and/or documents which you have provided to us under this clause 2 (*Bound Services*) change.
- 2.16 The information and/or documents you provide to us must be complete, accurate and not misleading. If you do not provide us with the required information and/or documents, or if you provide inaccurate, incomplete or misleading information and/or documents, we will not be able to open a Bound Account for you, or, if you already have a Bound Account, we may freeze, block, or close your Bound Account.

Using the Bound Platform

- 2.17 Through the Bound Platform, you will be able to manage, access and use all of the Bound Services that you're signed up to and which Bound has agreed to provide to you, as well as Third Party Services which a Third Party has agreed to provide to you under separate terms and conditions.
- 2.18 The Bound Platform is provided "**as is**" and "**as available**", without any representation, warranty, or undertaking of any kind, including that it will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, except as otherwise set out in the Agreement.
- 2.19 It is your responsibility to ensure that the system through which you are accessing the Bound Platform (including the equipment and the software) conforms to our technical requirements.

Using the Bound Platform and Bound Services outside the UK

- 2.20 The Bound Platform and the Bound Services may not be available in countries where their use is prohibited by local law or prohibited by Bound's internal policies. We will not be responsible for the use of the Bound Platform and/or Bound Services in countries where the use of such is prohibited, and the availability of the Bound Platform and/or Service in any territory or jurisdiction whatsoever should not be construed as any acknowledgment on our part as to the legality of the provision of such in that territory or jurisdiction.

3. YOUR CAPACITY

- 3.1 An individual who is specifically authorised to act on your behalf (e.g. a director, senior manager, or other individual) ("**Authorised Representative**") may use the Bound Platform and Services, communicate with us, give us instructions, and/or enter into transactions or FX Contracts via your Bound Account.
- 3.2 With respect to any Authorised Representative:

- (a) any action or inaction by your Authorised Representative(s) will be treated as your own action or inaction and we can exercise any rights we have under the Agreement for any action or inaction;
- (b) we will treat only you as our client and we shall not treat any Authorised Representative as our client;
- (c) references to "**you**" in the Agreement shall always mean the legal person entering into an Agreement with us, and not an Authorised Representative unless stated otherwise;
- (d) subject to Applicable Laws, you will at our request inform us of the identity, address and any other details of any Authorised Representative;
- (e) subject to Applicable Laws, we may but are under no obligation to verify, check, or take another similar action, that a person is in fact your Authorised Representative where they have access to your Account, your security details, and/or any other information or means to give us instructions, and/or enter into transactions or FX Contracts via your Bound Account.

3.3 We will assume that you are acting as principal on your own account unless we agree to you acting as an agent for another person / entity who is your principal or in another representative capacity including as agent, attorney, trustee or representative ("**Underlying Principal**").

3.4 Where you are acting on behalf of an Underlying Principal:

- (a) we will treat only you as our client and not any Underlying Principal as our client;
- (b) references to "**you**" in the Agreement shall always mean the legal person entering into an Agreement with us, and not the Underlying Principal except in relation to FX Contracts which we enter into as counterparty with your Underlying Principal in which case "you" refers to your Underlying Principal as appropriate; and
- (c) subject to Applicable Laws, you will at our request inform us of the identity, address and any other details (such as a Legal Entity Identifier) of the Underlying Principal.

4. **COMMUNICATIONS**

4.1 You have provided express consent to us communicating with you, which includes providing you with information, statements, and notifications, including notifications about changes to the Agreement, via electronic communication such as the Platform, email, push notifications, our website, as well as pdf documents or by any other durable medium that is not paper. We may also communicate with you using other methods, for example if this is required by Applicable Laws, such as by telephone, fax, post, and/or any other means of communication.

4.2 You consent to the provision of information and notifications not personally addressed to you.

4.3 When communicating with you, we will use the contact details you gave us when you applied for the Bound Services. If your details change, including your email address, contact numbers, name, home address, country of residence or nationality, you must tell us as soon as possible. If you do not inform us, you may not receive important information from us.

4.4 Our Agreement with you, and all information, statements and notifications between you and us, will be in English and we will communicate in English. If we provide you with

documents in another language, and there is an inconsistency, the English version will prevail.

4.5 If you have any questions about the Agreement, or would like to speak to us, you can contact us in the following ways: (a) by phone on +44 208 064 0360; (b) by email at hello@bound.co; and (c) by post at Bound Rates Limited, 16 Great Chapel Street, London, W1F 8FL, United Kingdom.

4.6 If you want to speak to the FCA, you can contact the FCA in the following ways: (a) by phone on 0800 111 6768 (or +44 207 066 1000 from outside the United Kingdom); (b) online at www.fca.org.uk; and (c) by post at 12 Endeavour Square, London, E20 1JN, United Kingdom.

5. **COSTS AND CHARGES**

5.1 Subject to Applicable Laws and clause 5.2, all fees, costs, charges, interest, and similar, associated with any Bound Services are shown to you prior to you entering into the FX Contract, on a Confirmation or on the Platform.

5.2 For certain Bound Services we are only able to provide estimates of our fees, costs, charges, interest, and similar, and any such disclosure will not obligate us to provide our services at the estimated rate.

5.3 You will promptly pay to us when due, and you also give us authority to deduct from your Bound Account when due, amounts reflecting any fees, costs, charges, interest, and similar, which you owe to us, without deduction, counterclaim or set off.

5.4 Subject to Applicable Laws, we may charge you any reasonable fees, costs, charges, interest, and similar (both before and after any judgement, if applicable) on any amount you fail to pay us when due.

6. **KEEPING YOUR BOUND ACCOUNTS AND ACCESS TO THE PLATFORM SAFE**

6.1 It is your responsibility to take all reasonable steps to keep your access to the Bound Platform and Accounts safe. For example, you should keep your security details, such as your username and password, a secret. You should select a password that it is not easy to guess (such as using a combination of uppercase and lowercase letters, numbers and symbols) and is a unique password for your Bound Account. We recommend that you do not re-use a password previously used by you for other platforms/services.

6.2 You will need to change your security details immediately and contact us as soon as possible if you think someone else knows your security details.

6.3 We may block access to our Services, where we consider at our sole discretion that it is necessary for security or legal reasons.

6.4 We may contact you to provide you with new security details, or contact you to require you to change your security details.

6.5 You must not give any third party or unauthorised persons (including minors) any access to and/or control of your Bound Account. If you elect to give another person or any unauthorised person access to and/or control of your Bound Account you do so at your own risk and we will not be responsible for the decisions of that third party or unauthorised person.

7. **RULES OF USE**

7.1 You agree to follow the following "**Rules of Use**" when accessing and using the Bound Platform and any Service on the Platform:

- (a) you will use the Bound Platform, the Bound Services, and/or enter into any contracts, transactions, and/or financial instruments honestly, fairly, in good faith, and for reasonable commercial purposes;
- (b) you will not use the Bound Platform, the Bound Services, and/or enter into any contracts, transactions, and/or financial instruments in a way which breaches the Agreement including these Rules of Use;
- (c) you will not upload or transmit any malicious code to the Bound Platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the Bound Platform or the Bound Services;
- (d) you will not use any software, artificial intelligence, ultra-high speed or mass data entry which in our reasonable discretion might manipulate, game, abuse, or give you an unfair advantage when entering into any transaction or contract; and/or
- (e) you will not use the Bound Platform, the Bound Services, and/or enter into any contracts, transactions, and/or financial instruments which in our reasonable discretion:
 - (i) may be unfair, abusive, manipulative, or illegal (including, for example, transactions that you may not have the means to enter into);
 - (ii) may harm our ability to provide the Platform or our Services;
 - (iii) exploits errors in prices or exchange rates;
 - (iv) exploits or relies on price latency or arbitrage opportunities;
 - (v) exploits or relies on concluding trades at off-market prices or exchange rates;
 - (vi) reverse engineers or avoids any security measures on the Bound Platform; and/or;
- (f) you will not violate exchange rules or securities or commodities laws, regulations or rules, and/or carry out any action which in our reasonable opinion may defraud or manipulate the market, Bound, or any Third Party.

7.2 If you make money by breaching the above rules, Bound may not pay that money to you or, if we have paid that money, we may claim it back from you, deduct it from your Bound Account (to the extent there are funds available), or exercise our set off rights under clause 13 (*Security interests, set off and netting*).

7.3 If you breach any of the Rules of Use, Bound will record such breach. We may also cancel your orders, freeze, block and/or terminate any of the Bound Services, your Bound Account, and/or our Agreement with you. Bound may, but are not required to, give you notice of this, subject to any Applicable Laws.

8. **RECORD KEEPING**

8.1 We may record telephone conversations with or without use of a warning tone and we may use these recordings as evidence for a particular purpose or in relation to disputes as well as for our ongoing quality control and training programme. We may also maintain a record of all electronic communications sent by or to us. All those recordings and records will be maintained at our absolute discretion and are our property and can be used by us in the case of a dispute. We do not guarantee that we will maintain such recordings or records or be able to make them available to you. You consent to the use and admissibility

of any such recording as evidence in any dispute or anticipated dispute between the Parties which relates to the dealings between the Parties.

- 8.2 Our records, including Confirmations, unless shown to be wrong, will be evidence of your dealings with us in connection with the Bound Services. You will not object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion. In the event you request records from us we reserve the right to charge you for any records we may provide in response to such request.
- 8.3 We may keep records of information about you, your transactions, FX Contracts that you've ordered, entered into, settled etc, and other information which you've provided to us during the term of the Agreement in accordance with Applicable Laws. We will keep these records for at least five years after the termination of the Agreement. This period may be extended by Applicable Laws or agreement between you and us in writing.

PART 2 – GENERAL TERMS

9. DATA PROTECTION

9.1 We are committed to handling personal data provided to us responsibly and in accordance with Applicable Laws. By entering into the Agreement, you agree and acknowledge that you have been provided with and have read our privacy notice, which is also available on our Website. We will use personal data provided to us as set out in our privacy notice, if you have any questions about the way in which we use your personal data you can contact us, our contact details are set out at clause 4 (*Communications*), as well as in our privacy notice.

9.2 The personal data we collect from you may be shared with fraud prevention agencies, and Third Parties, who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. For further details please see our privacy notice.

10. CONFIDENTIALITY

10.1 Subject to the following provisions of this clause 10 (*Confidentiality*), each Party shall treat as strictly confidential and shall not use for any purpose other than one connected with the Agreement, all information received or obtained as a result of entering into or performing the Agreement which relates to:

- (a) the provisions of the Agreement;
- (b) the Bound Account, Bound Platform, the Bound Services, and/or Third Party Services;
- (c) the other Party or a member of its Group or its or their affairs,

(such information being "**Confidential Information**").

10.2 Each Party may, subject to compliance with the Applicable Laws, disclose Confidential Information:

- (a) to its directors, executives and employees on a strictly need to know basis;
- (b) to the professional advisors and auditors of that Party or a member of its Group and/or is ultimate shareholders under terms of confidentiality;
- (c) where required by Applicable Laws; any recognised investment exchange or regulatory or governmental body to which a Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
- (d) where the information has come into the public domain through no fault of that Party at the time the disclosure is made;
- (e) where the Party to which such information relates has given prior written consent to the disclosure;
- (f) where the information was already known to the receiving Party prior to its disclosure; and/or
- (g) such disclosure or use is in accordance with the terms of the Agreement.

10.3 Bound may, subject to compliance with the Applicable Laws, disclose Confidential Information to Third Parties which provide or will provide Third Party Services to you, including to enable Bound and/or the Third Parties to comply with Applicable Laws, and

internal policies, procedures, and operational requirements.

- 10.4 Distribution or disclosure of any Confidential Information to any other person or under any other circumstance is unauthorised and strictly prohibited. The Parties acknowledged that any non-compliance with, violation or breach of the Agreement with respect to any Confidential Information may result in serious and irreparable harm to us and we are therefore entitled to seek all necessary and available legal remedies (including injunctive relief) against you to protect our interests or to prevent any such injuries.

11. **OUR INTELLECTUAL PROPERTY**

- 11.1 All Intellectual Property rights in the Bound Platform, and all content included in or made available as part of our Services, is our property or the property of Bound, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties.
- 11.2 Subject to the terms of the Agreement, we have given you a limited licence to use the Bound Platform, in accordance with the terms of the Agreement.
- 11.3 You must not modify, copy, display, distribute or commercially exploit any of our Intellectual Property Rights or materials, remove any proprietary notices from any of our Intellectual Property Rights, reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition), attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.

12. **DISPUTES**

- 12.1 If any claim, dispute or difference of whatever nature arising under, out of or in connection with the Agreement (a "**Dispute**") arises between the Parties in relation to any matter which cannot be resolved informally, either Party may refer the Dispute to the managing director, CEO, or personnel of similar seniority for resolution within 30 calendar days of its referral or a longer period as agreed between the parties. This is without prejudice to clauses 23.4 and 23.5.

13. **SECURITY INTERESTS, SET OFF AND NETTING**

- 13.1 Other than as set out in this clause 13 (*Security interests, set off and netting*) and without prejudice to Schedule 1 and Schedule 3, you may not assign, mortgage, lien, charge, declare a trust over any money in your Bound Account, including currency provided as Margin, or over any of your rights under the Agreement, to a third party, or take any similar action without our prior written consent. Further, you shall have no right to set off or net any obligations owed to you by us, against obligations owed to us by you.
- 13.2 (**Security interests**) To the extent permitted under Applicable Laws, Bound has a general lien and equitable charge on the money in your Bound Account, until any money, fees, charges and liabilities that you owe to us is paid. Bound has the right to exercise the lien or charge on the money in your Account on a Default Event.
- 13.3 (**Set off rights**) Bound has the right at any time without notice to you, to net, deduct, set off any money that you owe Bound from the available balance in your Bound Account, including due to a Default Event. If you have more than one Bound Account, Bound has the right to net, deduct, set off any money or liability that you owe it under one Bound Account, from the money available in your other Bound Account, or from the proceeds of liquidating any open positions on FX Contracts in any Account.
- 13.4 (**Netting and combining Accounts**) Bound has the right, in our reasonable discretion at any time without notice to you, to net, set off, combine or consolidate all or any of your Accounts with us, in such manner as we determine, subject to Applicable Laws.

- 13.5 **(Netting amounts payable)** If on any date there are amounts which would otherwise be payable under the Agreement (in the same currency or across different currencies, if we elect in our discretion for such amounts to be subject to this clause), both by us to you, and by you to us, we may, but are not obliged to, aggregate the amounts so payable on such date and net-off the amounts so that:
- (a) you will be required to pay us, if the relevant aggregate amount due from you is greater than the relevant aggregate amount due from us; or
 - (b) we will be required to pay you, if the relevant aggregate amount due from you is less than the relevant aggregate amount due from us.
- 13.6 For the purposes of this clause 13 (*Security interests, set off and netting*), Bound may convert one amount into the currency in which the other is denominated at the exchange rate selected by Bound in its reasonable discretion.

14. **FORCE MAJEURE EVENTS**

- 14.1 If a Force Majeure Event occurs, the availability and speed of any or all of our Platform and/or Services, and the availability of the different functionalities which we may provide as part of any or all of our Platform and/or Services, as well as any of our obligations under the Agreement may be delayed, may not be available, or may not be carried out. We will not be liable to you for any Loss which you incur as a result.
- 14.2 We will use commercially reasonable efforts to resume normal performance of our Platform and/or Services (as applicable) after a Force Majeure Event occurs and its expected duration.
- 14.3 We will tell you in writing as soon as possible that a Force Majeure Event has occurred.

15. **LIABILITY AND INDEMNITY**

- 15.1 We are not liable for any Loss you incur under or in connection with:
- (a) any action or inaction we take in accordance with our rights and obligations under the Agreement, including in response to a breach of the Agreement by you;
 - (b) any action or inaction we take in order for us to comply with Applicable Laws, or in order for us to comply with any direction from a regulatory body or legal authority;
 - (c) you not being able to access any of our Services due to an internet connection, or your device not meeting our technical requirements;
 - (d) any action or inaction of any Third Party, counterparty, or other third party including a commercial third party or any government, regulatory body, or legal authority;
 - (e) any planned or essential maintenance performed to our systems;
 - (f) any Force Majeure Event occurring and any action or inaction we take in response to a Force Majeure Event;
 - (g) any action or inaction we take in response to a Default Event which relates to you;
 - (h) any changes in market conditions which affects a transaction or FX Contract;
 - (i) any tax implications of any Bound Services;
 - (j) any action or inaction by you in breach of the Agreement; you acting fraudulently,

with gross negligence, or in wilful default; you not informing us, as soon as possible, of changes to your details, including your email address, contact numbers, name, home address, country of residence or nationality; you not keeping details of your access to the Bound Platform secure; and

- (k) any third party fines, fees, costs and charges which you incur when using the Services or the Bound Platform.

15.2 Except as set out in clause 15.3, we shall not be liable for any loss of profit, goodwill, business, revenue, or opportunity, or any special, indirect or consequential losses arising under or in connection with the Agreement or in relation to or in connection with any Bound Services whether arising out of negligence, breach of contract, misrepresentation, or breach of Applicable Laws.

15.3 Notwithstanding the above:

- (a) where we and another person (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share;
- (b) where any Loss is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred; and
- (c) nothing in the Agreement shall exclude or limit our liability or responsibility to you for death or personal injury caused by our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or any liability that cannot be excluded or limited under Applicable Laws.

15.4 You shall indemnify and hold us harmless from and against any Loss which we suffer and for any third party claim for Loss made against us, which arises out of or in connection with:

- (a) your breach of the terms of the Agreement, including as a result of any action or inaction;
- (b) any representation, warranty, or undertaking you make to us proving incorrect or untrue in any material respect, or is false or misleading;
- (c) a Default Event which relates to you, your Authorised Representative, or your Underlying Principal;
- (d) where we require you to provide us with information and/or documents to enable us to comply with our obligations under Applicable Laws, and you cannot or do not provide us with the information, or the information you provide to us is incorrect or untrue in any material respect, or is false or misleading; and/or
- (e) you breaching the Rules of Use.

15.5 Without prejudice to any of our rights hereunder, where you act in breach of your authority from any Underlying Principal, you shall indemnify and hold us harmless in relation to any claims, loss, damages, costs, or expenses suffered by us which arise from such breach.

15.6 To the extent you have entered orders or into FX Contracts or transactions for the account of an Underlying Principal or to hedge the foreign exchange risk of a third party invoice in any currency or to pay a third party in any currency or for any reason (whether you have notified us of such reason or otherwise), you shall on demand indemnify, protect and hold us harmless from and against all Loss, liabilities, judgments, suits, actions, proceedings, claims, damages and costs we may incur or suffer resulting from, relating to or arising out of claims raised by them regarding or relating to their relationship with you.

16. **REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS**

16.1 Each Party warrants, represents and undertakes to the other that at all times during the term of the Agreement:

- (a) it is organised and is validly existing under the laws of its jurisdiction of incorporation;
- (b) it has and shall continue to have full power and authority to enter into and perform its obligations under the Agreement including entering into any FX Contract or transactions;
- (c) entry into the Agreement and performance of its obligations under the Agreement will not breach any Applicable Laws;
- (d) entry into the Agreement and performance of its obligations under the Agreement will not infringe any third party Intellectual Property rights; and
- (e) it is and shall be authorised by the applicable regulatory body to the extent necessary to comply with Applicable Laws in respect of its obligations and duties under the Agreement, including but not limited to the FCA.

16.2 Bound represents, warrants, and undertakes that we shall at all times during the Term of the Agreement, perform our obligations and exercise discretion under the Agreement in a reasonable manner, provided that we shall not be required to do or cause to be done anything which is contrary to Applicable Laws or we are otherwise prevented from doing by Applicable Laws.

16.3 You represent, warrant, and undertake that at all times during the term of the Agreement:

- (a) you are acting for your own account, unless you have notified us and we have agreed with you in writing that you are acting for an Underlying Principal;
- (b) you have made your own independent decisions to use the Platform, use any Bound Services, enter into any FX Contract, and/or enter into any transaction, including whether such is appropriate or proper for you based upon your own judgement or upon advice from advisers as you have deemed necessary;
- (c) you are not relying on any communication (written or oral), information, market data, or otherwise, provided or communicated by Bound or on the Platform as investment advice or as a recommendation, and you will not deem any of the aforementioned to be an assurance or guarantee as to the expected results of any Service, FX Contract, or transaction; and
- (d) you are capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of the Platform, the Services, and any

FX Contract or transaction you enter into in any capacity.

- (e) your entry into the Agreement, your use of the Bound Services, you entering into a FX Contract, or the giving of any other instruction will not violate any Applicable Laws;
- (f) all information and documents that you supply, including in relation to your identity and financial position, is true, accurate, complete and not misleading, and we may rely upon information and documents provided by you and we are not responsible for any Loss which may arise from any inaccuracies;
- (g) you have sufficient resources to utilise the Bound Services, are willing and financially able to sustain a total loss of funds resulting from any Bound Service;
- (h) you are in compliance with all Applicable Laws concerning bribery, anti-money laundering, sanctions, and financial crime more widely, and all money that you use and invest through the Bound Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority; and
- (i) you are in compliance with clause 7 (*Rules of Use*).

16.4 In addition to the above, in relation to any Authorised Representative, you represent, warrant, and undertake that at all times during the Term of the Agreement:

- (a) any Authorised Representative agreeing to the Agreement, providing instructions, and using the Bound Services on your behalf has all necessary consents and the authority to do so;
- (b) any Authorised Representative is not subject to any applicable sanctions restrictions; and
- (c) you will ensure that all Authorised Representative(s) comply with obligations and restrictions under the Agreement, without it being necessary to state this in each clause and subject to such amendments as may be required to give meaning to the applicable clauses.

16.5 In addition to the above, in relation to any Underlying Principal during the Term of the Agreement, you represent, warrant, and undertake that:

- (a) you are duly authorised to act on behalf of the Underlying Principal upon whose behalf you are giving us instructions (including but not limited to entering into any FX Contracts on behalf of such Underlying Principal);
- (b) the Agreement, each FX Contract and the obligations created under each of them are binding upon, and are enforceable against, you and/or the Underlying Principal (as applicable) in accordance with their terms and do not and will not violate the terms of any regulation, order, charge, agreement, or obligation by which you or the Underlying Principal is bound;
- (c) you are at all times in compliance with Applicable Laws concerning money laundering and know your client obligations; and
- (d) any Underlying Principal is not subject to any applicable sanctions restrictions, and meets the eligibility criteria for the Bound Service which you utilise on the Underlying Principal's behalf;
- (e) your entry into the Agreement, your use of the Bound Services, you entering into a FX Contract, or the giving of any other instruction, on behalf of your Underlying

Principle will not violate any Applicable Laws;

- (f) in your reasonable opinion, the Underlying Principal has sufficient resources to utilise the Bound Services, are willing and financially able to sustain a total loss of funds resulting from any Bound Service;
- (g) you will forward to each Underlying Principal any documentation in relation to such Underlying Principal that we are required to provide under Applicable Laws and which we make available to you for that purpose; and
- (h) where the Underlying Principal is not your parent, subsidiary, or an entity within your corporate group:
 - (i) you have applied customer due diligence measures which meet Financial Action Task Force and/or UK AML standards;
 - (ii) you will, on our request, provide us with your customer due diligence procedures;
 - (iii) you will, on our request, make available copies of the customer due diligence documents or other information that you hold in relation to the relevant Underlying Principal (including completing any pro forma customer due diligence forms we provide to you);
 - (iv) you will retain customer due diligence and AML records in relation to such Underlying Principal for a minimum period of seven years from the end of your relationship with the Underlying Principal; and
 - (v) we may rely on the customer due diligence measures that you have undertaken to identify the Underlying Principal on whose behalf you are acting.

17. **BLOCKING OR FREEZING YOUR ACCOUNT**

We may at any time freeze or block the Platform or any of the Bound Services, including your ability to enter into new transactions and/or FX Contracts, with immediate effect and/or take any such actions which in our discretion we deem necessary, including without prior notice, if:

- (a) a Default Event Occurs;
- (b) a Force Majeure Event Occurs;
- (c) we require you to provide us with information and/or documents to enable us to comply with our obligations under Applicable Laws, and you cannot or do not provide us with the information, or the information you provide to us is incorrect or untrue in any material respect, or is false or misleading;
- (d) you breach the Rules of Use;
- (e) any representation, warranty, or undertaking you make to us proves incorrect or untrue in any material respect, or is false or misleading;
- (f) we are asked to do so by a Regulatory Authority;
- (g) in our reasonable opinion there is a material decrease in your creditworthiness, solvency, ability to pay your debts as they become due; or you are unable to meet the relevant eligibility criteria for the Bound Service(s) you're signed up to; and/or

- (h) subject to Applicable Laws, for any other reason which we in our reasonable discretion consider necessary.

18. **TERM AND TERMINATION**

18.1 The Agreement continues indefinitely until terminated by a Party in accordance with this clause 18 (*Term and Termination*).

18.2 Subject to clauses 18.5 to 18.8 and without prejudice to Schedule 1, either Party may terminate the Agreement at any time by giving the other Party not less than seven days' prior written notice ("**Termination Notice**").

18.3 Subject to clauses 18.5 to 18.9 and without prejudice to Schedule 1, you may at any time terminate the Agreement with immediate effect by giving written notice to Bound if a Default Event occurs; and/or a Force Majeure Event occurs.

18.4 Subject to clauses 18.5 to 18.8 and without prejudice to Schedule 1, we may at any time terminate the Agreement with immediate effect by giving written notice to you, if:

- (a) a Default Event occurs;
- (b) a Force Majeure Event occurs;
- (c) we require you to provide us with information and/or documents to enable us to comply with our obligations under Applicable Laws, and you cannot or do not provide us with the information, or the information you provide to us is incorrect or untrue in any material respect, or is false or misleading;
- (d) you breach the Rules of Use; and/or
- (e) any representation, warranty, or undertaking you make to us proves incorrect or untrue in any material respect, or is false or misleading;
- (f) we are asked to do so by a Regulatory Authority;
- (g) in our reasonable opinion there is a material decrease in your creditworthiness, solvency, ability to pay your debts as they become due; or you are unable to meet the relevant eligibility criteria for the Bound Service(s) you're signed up to; and/or
- (h) subject to Applicable Laws, for any other reason which we in our reasonable discretion consider necessary.

Effect of service of a Notice to Terminate and termination

18.5 On a termination we may block, freeze, and take whichever action required to cease your access to the Bound Platform and the relevant Bound Services.

18.6 Following the termination date subject to clause 9 (*Data Protection*) and clause 10 (*Confidentiality*), each party will cease to use and, as soon as reasonably practicable, return to the other party or destroy any Confidential Information or Intellectual Property of the other party, save to the extent such Confidential Information or Intellectual Property is required to enable compliance with the Party's ongoing obligations under the Agreement or Applicable Laws.

18.7 The termination of the Agreement (howsoever arising) is without prejudice to the rights, obligations and liabilities of either party which have accrued prior to termination. The clauses in the Agreement which expressly or impliedly have effect after termination shall continue to be enforceable after termination.

18.8 The following clauses will survive the termination of the Agreement: clause 5 (*Costs and charges*), clause 8 (*Record keeping*), clause 9 (*Data protection*), clause 10 (*Confidentiality*), clause 11 (*Our Intellectual Property*), clause 13 (*Security interests, set off and netting*), clause 15 (*Liability and indemnity*), clause 18 (*Term and termination*), and clause 23 (*Miscellaneous*).

18.9 If the Agreement is terminated, we may, by notice to you, specify a day on which we will commence the termination and liquidation of any open FX Contracts (and we shall use reasonable endeavours to ensure such day specified by us is no later than 10 Business Days from the date specified in the Termination Notice) (the "**Liquidation Date**"), whereupon we will provide you with an aggregate figure (positive or negative), which is either payable by you or us (depending on whether negative or positive).

19. **ASSIGNMENT AND NOVATION**

19.1 We may assign, transfer and/or novate the Agreement and/or any of our rights and/or obligations to another appropriately regulated firm, if we're happy that they will treat you in the same way we do. This may require us to transfer the available balance and/or Products on your Bound Account to an account provided by the appropriately regulated firm. Before we do this, we will give you seven days' notice.

19.2 If you do not want us to transfer your Bound Account, you must let us know within the seven days' notice period, in which case we will take this as your instruction to close your Bound Account. Otherwise, your continued access to the Bound Platform and/or using the Bound Services will be considered as acceptance of any assignment and novation.

19.3 You may not assign, transfer, and/or novate the Agreement and/or any of your rights and/or obligations to another person, whether by operation of law or otherwise, or whether on a permanent or temporary basis without our prior written agreement.

20. **VARIATION**

20.1 We may make changes to our Agreement with you from time to time. If we change the terms of our Agreement with you, we will notify you in writing at least seven days' before the change is due to take effect. There might be times when we will notify you after we've made a change instead. We'll only do this if a change benefits you or doesn't put you at a disadvantage.

20.2 Your continued access to the Bound Platform and/or using the Bound Services will be considered as acceptance of any changes to the Agreement. If you do not agree to a change, please contact us, and we can help you close your Bound Accounts.

20.3 The variation of the Agreement is without prejudice to the rights, obligations and liabilities of either party which have accrued prior to the variation, including any rights and obligations under any FX Contracts or transactions

21. **BEREAVEMENT**

If you are a sole proprietor and you die or become incapacitated and your legal heirs or representatives want to withdraw any remaining balance and/or deal with the Products in your Bound Account, they must provide us with official duly-authenticated legal documents from the applicable authorities in the relevant jurisdictions.

22. **TIME IS OF THE ESSENCE**

Time shall be of the essence in respect of all obligations of yours under the Agreement, including any transaction and FX Contract. Any failure to act within the time frames prescribed in the Agreement or under any FX Contract or transaction may result in additional charges, costs, and fees.

23. **MISCELLANEOUS**

- 23.1 **(No waiver of rights)** Any failure or delay on the part of any Party in exercising any right, power or privilege under the Agreement is not and should not be presumed to be a waiver thereof. Any single or partial exercise of any right, power or privilege is not and should not be presumed to preclude any other or further exercise thereof, or the exercise of any other right, power or privilege of that Party.
- 23.2 **(No waiver of breaches)** No breach of any provision of the Agreement shall be waived or discharged except with the express written consent of the other Party.
- 23.3 **(Remedies cumulative)** The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by Applicable Laws.
- 23.4 **(Governing law)** The Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the Agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.
- 23.5 **(Exclusive jurisdiction)** Each Party to the Agreement irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to the Agreement or its formation.
- 23.6 **(Severability)** In the event that any one or more of the provisions contained in the Agreement should be held invalid, illegal or unenforceable, such provisions will be severed from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 23.7 **(Notices)** A notice, confirmation, instruction, request, approval, consent or other communication in connection with the Agreement:
- (a) must be in writing, which includes electronically, unless agreed otherwise; and
 - (b) in writing may be:
 - (i) correspondence sent by post to, or sent by facsimile to, the address or facsimile number that is notified by one party to the other from time to time; or
 - (ii) sent by email to the email address that is notified by one party to the other from time to time ("nominated email address") or sent by any other electronic service or other method of delivery that has been agreed between you and Bound; or
 - (iii) made available, by Bound at our Website, Platform, or other electronic address that Bound notifies to you from time to time, in a manner where the information can be stored in a manner that cannot be altered, which is accessible for an adequate period of time, and able to be reproduced unchanged; and
 - (c) any notices given by post wholly within the UK will be deemed to take effect three business days after dispatch.
- 23.8 **(No third party rights)** A third party will not be able to benefit from or enforce a term of the Agreement under the Contracts (Rights of third Parties Act 1999).
- 23.9 **(Co-operation)** If any action or proceeding is brought by or against us by a third party including an Underlying Principal in relation to the Agreement or arising out of any act or

omission by us required or permitted under the Agreement, you agree to co-operate with us to the fullest extent possible in the defence or prosecution of such action or proceeding.

24. **DEFINITIONS AND INTERPRETATION**

24.1 In the Agreement, unless otherwise indicated, the following words and expressions have the meaning set out below:

"Adverse Market Movement" means, where in Bound's reasonable opinion, the market rate for the Sell Currency to the Buy Currency has moved adversely on a Mark to Market Valuation;

"APA" has the meaning in Schedule 3, paragraph 6.6;

"Applicable Laws" means all applicable law and regulation, including (but not limited to), the articles, by-laws, rules, regulations, policies, procedures, and any other applicable regulatory, self-regulatory or governmental authority requirements, or guidance issued in relation to the services being offered by us, and for the avoidance of doubt includes applicable law and regulation directly or indirectly relating to the buying or selling of currency and related foreign exchange including without limitation FCA rules, UK EMIR, UK MiFID, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, and the Proceeds of Crime Act 2002;

"Bound Account" or **"Account"** means a user account operated by Bound through which you can access Bound Services and Third Party Services;

"Bound Client Settlement Account" means a bank account in the name of Bound and nominated by Bound in the Confirmation for the receipt of funds from you;

"Bound Platform" or **"Platform"** means the mobile, desktop and/or web-based application which lets you use, manage, and monitor the Bound Services and/or Third Party Services that you are signed up to;

"Bound Services" or **"Services"** are defined at clause 2.1;

"Business Day" means Monday to Friday during hours on which commercial and clearing banks are open for general business in London, UK excluding UK public holidays;

"Buy Currency" means the currency which you are buying in accordance with the terms of the FX Contract and therefore is the currency which will be delivered to you;

"Contract Date" means the date when the FX contract is entered into;

"Confirmation" means a written confirmation provided to you by Bound, confirming the details of the FX Contract you are entering into, including but not limited to whether Bound or a Third Party is the counterparty to your FX Contract, the Settlement Date, and all relevant currencies;

"Default Event" means:

(a) if a Party for any reason, has any authorisation, permission, approval, membership of or by any regulatory body necessary for the lawful performance of its obligations under the Agreement ceases, is terminated, lapses or otherwise comes to an end and the absence of which prevents the carrying out of all of that Party's obligations under the Agreement;

(b) if a Party has committed a material breach of the Agreement;

(c) if a Party commits a material or persistent or repeated breach of the Agreement and, where such breach is capable of remedy, has failed to remedy the material breach in question within seven days of the receipt of notice from the other Party setting out details of the breach and requiring its remedy;

(d) in a Party's insolvency (or any similar such proceedings);

(e) Change of Control resulting in legal, regulatory, contractual or other changes affecting a Party which causes, or will cause, that Party to be unable to perform any of its obligations under the Agreement;

(f) you failing to pay us any fees, charges, and/or liabilities on any of your Bound Accounts by the due date;

(g) you enter into liquidation or bankruptcy, whether compulsorily or voluntarily, or a procedure is commenced against you seeking or proposing liquidation or bankruptcy, or you are generally unable to pay your debts as they become due (or you confirm so in writing);

(h) you become subject to an administration order or have a receiver or similar appointment or order are made or proceedings commenced in respect of any of your investments;

(i) we consider it reasonably necessary to prevent what we reasonably consider to be or might be a violation of any Applicable Laws (including but not limited to, market abuse, gaming the system, or scalping);

(j) you are, or we consider (acting reasonably) that you are in material breach of any term of the Agreement, including any material misrepresentation to us; and/or

(k) you have, or we consider (acting reasonably) that you have, acted in an unfair or abusive manner, for example, by breaching the Rules of Use;

"Force Majeure Event" means an event which is unlikely to be foreseeable, as determined by Bound in our reasonable opinion, and includes:

(a) any fire, strike, riot, civil unrest, lockout, terrorist act, war industrial action, civil commotion or malicious damage;

(b) any natural disaster such as floods, storms, tornadoes, earthquakes and hurricanes;

(c) any epidemic, pandemic or public health emergency of national or international concern;

(d) any act or regulation made by a government, supra national body or authority that stops us from providing any or all of the Services to you;

(e) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures, other utility service, transport or telecommunications network; and/or

(f) in relation to us entering into any FX Contract:

(i) the failure of any supplier or service provider to us in relation to the FX Broker, including intermediate broker, exchange, clearing house or regulatory organisation to perform its obligations to us;

(ii) liquidity providers not providing, or being unable to provide liquidity to us;

(iii) an event which significantly disrupts the market, which could include (but is not limited to) the premature close of trading in the market of a product or currency, excessive movements in the exchange rate, price, supply or demand of a product or currency, whether regulated or unregulated that any FX Contract relates to;

(iv) the suspension or closure of any exchange;

(v) the nationalisation of any exchange by a government; and/or

(vi) the imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on the Bound Platform;

"E-money" means electronically stored monetary value in an e-money account as represented by a claim against Bound;

"E-money account" means your stored value account for holding e-money;

"Exempt FX Forward" or **"Exempt Forward"** is a Non-Regulated FX Contract. Further it is a FX forward but: (a) which is for the purpose of facilitating payment for identifiable goods or services, or direct investments; (b) which is settled physically; (c) where at least one part is not a 'financial counterparty' under EMIR; and (d) is not traded on a trading venue;

"Expiry Date" means in respect of an Option the date on which you can exercise or abandon the option;

"FX Contract" means a foreign exchange contract where you or your Underlying Principal agree to purchase Buy Currency, and we or a third party counterparty agree to purchase Sell Currency from you, and both parties agreement to take delivery on the Settlement Date. Where the FX Contract is regulated by the FCA (including FX Forwards, FX Options, and Non-Deliverable Forwards / NDFs) it is a **"Regulated FX Contract"**. Where the FX Contract is not regulated by the FCA (including Spot FX, and Exempt FX Forwards) it is a **"Non-Regulated FX Contract"**;

"FX Forward" is a Regulated FX Contract where the Settlement Date is for a period greater than for a Spot FX, but excluding Exempt FX Forwards;

"FX Option" is a Regulated FX Contract where you as the buyer of the option:

(a) have the right but not the obligation to purchase a specified quantity currency at the strike price (also known as a 'call option');

(b) have the right but not the obligation to sell (to Bound or a Third Party) a specified quantity of currency at the strike price (also known as a 'put option');

"Initial Margin" means the Margin we require you to provide when you enter into a FX Contract (excluding Spot FX);

"Intellectual Property" or **"IP"** means patents (including rights in, and/or to inventions), trade marks, service marks, design rights, applications for any of the foregoing, copyright (including future copyright), know-how, trade or business names, rights in and/or to internet domain names and website addresses, goodwill associated with any of the foregoing, database rights, trade secrets and all other intellectual property rights, including all reissues, continuations, renewals, derivatives and extensions of rights in any of the above, in each case subsisting at any time in any part of the world (whether or not registered or unregistered);

"Limit Order" means an instruction from you to enter into a FX Contract where the

Bound rate of the Sell Currency as compared to the Buy Currency moves to a specified target exchange rate as selected by you and notified to Bound via the Platform (as applicable) when placing an Order;

"Liquidation Date" has the meaning in clause 18.9;

"Loss" means any damages, costs, loss, fines, liability, claims for compensation, costs of investigation, litigation, settlement, judgement, interests, penalties, or expenses incurred or suffered directly or indirectly;

"Major Currency" means US dollar, euro, Japanese yen, Pound sterling, Australian dollar, Swiss franc, Canadian dollar, Hong Kong dollar, Swedish krona, New Zealand dollar, Singapore dollar, Norwegian krone, Mexican peso, Croatian kuna, Bulgarian lev, Czech koruna, Danish krone, Hungarian forint, Polish złoty and Romanian leu;

"Manifest Error" means any error that Bound considers, in our discretion, to be obvious or palpable, including on the agreed foreign exchange rate, the value of the FX Contract, and the price quoted by us;

"Mark to Market Valuation" means the process which Bound applies to value a FX contract due to changes in market prices;

"Market Order" means an Order to enter a FX Contract at the best price quoted by us at the time you place the Order;

"Margin" means the amount of money we require you to pay to us as security, for us to hold and where required utilise such money, to manage the credit arising from potential losses incurred by you, in respect of a relevant FX Contract (excluding Spot FX) you've entered into. There are two types of Margin, **"Initial Margin"** and **"Variation Margin"**;

"Margin Call" means a request by Bound or a Third Party via the Platform for you to provide Margin including additional Margin, regardless of whether it is Initial Margin or Variation Margin;

"Minor Currency" means each currency not specified as a Major Currency;

"Non-Deliverable Forward" or **"NDF"** is a Regulated FX Contract. Further it is a FX Forward but where there is no physical delivery of the Buy Currency and Sell Currency on the Settlement Date. Rather, you and Bound agree to cash settle in the agreed currency (specified in the NDF) on the Settlement Date, the difference between the exchange rate (specified the NDF) and the market rate or spot rate on an agreed notional amount;

"Nominated Account" means a bank or e-money account in your name, and nominated by you in the Confirmation for the receipt of funds from Bound. This includes an e-money account operated and provided by a Third Party;

"Order" means an instruction from you to enter into a FX Contract (including FX Forward, FX Option, NDF, Spot FX, and Exempt FX Forward), including Market Orders, Limit Orders, and Stop Loss Orders;

"Party" means each of Bound and you as the context requires, and **"Parties"** means both Bound and you;

"Premium" in respect of an Option means the purchase price of the option, as specified in the Confirmation, payable by you as the buyer;

"Required Funding Amount" is the amount of Sell Currency required to settle a Forward or Exempt Forward;

"Rules of Use" is defined at clause 7;

"Sell Currency" means the currency which you are selling in accordance with the FX Contract and therefore is the currency which you will be liable to deliver;

"Settlement Date" means:

(a) for a Spot FX: the date specified in the Confirmation on which the Sell Currency must be delivered (or transferred) by you to the Bound Client Settlement Account;

(b) for a FX Forward and Exempt FX Forward: the date specified in the Confirmation on which the Required Funding Amount, must be delivered (or transferred) by you to the Bound Client Settlement Account;

(c) for a NDF: the date specified in the Confirmation on which you must transfer into the Bound Client Settlement Account or Bound must transfer into your Nominated Account (as applicable), Sterling or any other currency notified by Bound to you for example in the Confirmation at an amount equal to the difference between the exchange rate specified the NDF and the market rate or spot rate on an agreed notional amount;

(d) for an FX Option: where you exercise the option, unless otherwise specified in the Confirmation, this shall be two Business Days after the Expiry Date;

"Spot FX " is a Non-Regulated FX Contract to:

(a) exchange a Major Currency for another Major Currency, where the Settlement Date is within two Business Days from the Contract Date;

(b) exchange a Non-Major Currency against either another Non-Major Currency or against a Major Currency, where the Settlement Date is within two Business Days from the Contract Date or the period generally accepted in the market for that currency pair as the standard delivery period, whichever longer; or

(c) exchange currency for the main purpose of the sale or purchase of a transferable security or a unit in a collective investment undertaking, where the Settlement Date is within five Business Days from the Contract Date, Date or the period generally accepted in the market for that currency pair as the standard delivery period, whichever shorter;

"Stop Loss Order" means an instruction from you to enter into a FX Contract where the Bound rate of the Sell Currency as compared to the Buy Currency moves below a minimum predetermined target exchange rate as selected by you and notified to Bound or the Third Party via the Platform (as applicable) when placing an Order;

"Strike Price" in respect of an Option means the price at which you as the buyer under the Option has the right to buy or sell a currency.

"Third Party Services" are the following services which a Third Party may provide to you under the Third Party's separate terms and conditions via the Bound Platform:

(a) the Third Party entering into Non-Regulated FX Contracts and/or Regulated Contracts with you; and/or

(b) the Third Party allow you to open an e-money account(s) with them, providing all services related to such e-money account(s), and providing related payment services;

"Third Party" means a third party introduced to you by Bound via the Bound Platform which may provide you with Third Party Services and/or a third party with whom we

arrange for you to enter into a FX Contract with and is the counterparty to your FX Contract, including those third parties listed on our Website;

"UK EMIR" means Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories, also known as the European Market Infrastructure Regulation, as it forms part of domestic UK law;

"UK MiFID" means Directive 2014/65/EU in markets in financial instruments, also known as the second Markets in Financial Instruments Directive, as it forms part of domestic UK law;

"Variation Margin" means the Margin we require you to provide and keep available in your Account, to maintain open positions for a FX Contract (except for a Spot FX Contract), and is in addition to the Initial Margin. Variation margin reflects the change in the market value of the relevant FX contract and therefore your profit and loss due to market movement; and

"Website" means <https://www.bound.co/>.

24.2 The following rules also apply in interpreting the Agreement between you and us, except where the context makes it clear that a rule is not intended to apply:

- (a) a singular word includes the plural, and vice versa;
- (b) a word which suggests one gender includes the other genders;
- (c) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and
- (d) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

SCHEDULE 1

BOUND ENTERING INTO FX CONTRACTS WITH YOU

This Schedule 1 applies when Bound enters into any FX Contract with you and is your counterparty.

This Schedule 1 does not apply if we arrange for you to enter into a FX Contract with a Third Party.

1. OUR CAPACITY

1.1 We may deal on a matched principal basis. This means that when we enter into an FX Contract with you (or if relevant your Underlying Principal) we will always be the counterparty.

1.2 We provide services on an execution-only basis. This means that Bound does not provide personalised investment recommendations, investment advice, or discretionary management services. Investment decisions and actions with respect to the FX Contracts that you enter into will be your own.

2. EXCHANGE RATES AND QUOTES

2.1 When you use the Platform the request to enter into a FX Contract, we will in our sole discretion:

(a) provide you with a quote which will include our indicative exchange rate, costs, fees and charges; or

(b) refuse to provide you with a quote; or

(c) in relation to a Regulated FX Contract or Non-Regulated FX Contract, provide you with Third Party quotes or facilitate a quote being provided to you by a Third Party, where Bound are not your counterparty Annex's in relation to arranging will apply.

2.2 If Bound provides you with a quote, we are responsible for setting the price, exchange rates, and quotes of FX Contracts that you can enter into with us via our Platform. This means that our prices, exchange rates, and quotes may be different from the market, as well those provided by exchanges, trading platforms and/or other brokers.

2.3 A quote is not an offer by us to enter into any FX Contracts with you. Quotes are updated frequently which means that the indicative exchange rate quoted by us may change between the time that you place your Order and the time that the FX Contract is entered into/opened.

3. PLACING AN ORDER

3.1 You can place an Order to enter into a FX Contract by using our Platform. This includes Market Orders, Limit Orders and Stop Loss Orders.

3.2 We accept Orders during trading hours and may (but are not obliged to) accept Orders outside of business hours, at our discretion. Different currencies have different trading hours and these are available on our Platform.

3.3 We may at our sole discretion, place limits on the minimum and/or maximum Order sizes that we accept from you, as well as the value or volume of Orders that we will accept from you.

3.4 Subject to paragraph 3.5, each FX Contract will constitute a separate severable agreement.

3.5 We will not be bound by any FX Contract where in our reasonable opinion there is a Manifest Error.

3.6 We will have no responsibility for an error or omission in any Order placed by you. Therefore, if you place an Order by accident or in error, for example if you place multiple Orders which are the same, we will assume you did this intentionally and are not obliged to verify your Order. Further, Bound may rely on any Order received from your Bound Account. We are not obliged to verify that an Order placed using your Bound Account was in fact placed by you or your Authorised Representative. Notwithstanding this, Bound reserves the right to make further enquiries about or require written confirmation of any Order, for example where an Order is unclear, ambiguous, or in our reasonable opinion was placed by you accidentally, mistakenly, fraudulently and/or negligently.

3.7 You may request to modify or cancel an Order, including a Limit Order or a Stop Loss Order before the conditions of the relevant Order are met. However, Bound is not obliged to agree to your request. If we do agree to your request, you will be liable to pay us in full, on demand, for any Loss which we incur as a result of the modification or cancellation.

4. **CONFIRMATION AND CONTRACT DATE**

4.1 If we accept your Order we will send you a Confirmation.

4.2 In the absence of a Manifest Error, the Confirmation will be conclusive and binding on you unless: (a) you object to the Confirmation and notify us of the error or omission and we agree in writing that there is an error or omission, or (b) we notify you of an error or omission, both within two Business Days of you receiving the Confirmation.

4.3 Bound reserves the right to reissue any confirmation or Confirmation to correct any error or omission, promptly when the error or omission comes to our attention.

4.4 You are entitled to a copy of the Confirmation at any time during the term of our Agreement with you.

5. **SETTLEMENT**

5.1 All FX Contracts entered into with Bound are physically settled, except for NDFs. 'Physical settlement' means delivery, by you to us of the Sell Currency, and by us to you of the Buy Currency, in the requisite amount, under the relevant FX Contract.

5.2 All FX Contracts shall be due for settlement and/or delivery at the required time on the Settlement Date as shown on the Confirmation.

5.3 Subject to Applicable Laws, we may charge you any reasonable fees, costs, charges, interest, and similar (both before and after any judgement, if applicable) on any amount you fail to pay us when due.

6. **MARGIN FOR FX CONTRACTS (EXCLUDING SPOT FX CONTRACTS)**

6.1 For any FX Contract, but excluding Spot FX Contracts, Bound reserves the right to (including as required and in accordance with Applicable Laws):

(a) require you to provide Initial Margin;

(b) require you to provide Variation Margin in relation to an Adverse Market Movement where the market rate for the Sell Currency to the Buy Currency has moved adversely on a mark to market valuation; and

- (c) make additional Margin Calls where we consider, in our sole discretion, that it is necessary or prudent.
- 6.2 You agree and undertake to provide us with Margin required by us for any FX Contract (excluding Spot FX) in accordance with the Agreement.
- 6.3 You represent, warrant, and undertake that any Margin provided by you, was at the date of transfer beneficially owned by you and not subject to any charge, lien, or other encumbrance.
- 6.4 With respect to Initial Margin, the margin rate is calculated at the Contract Date as set out on our Website and/or the Confirmation provided from us to you. We may change the margin rate without notice according to market conditions.
- 6.5 With respect to Variation Margin, Bound will return Variation Margin which you have paid, back to your Nominated Account or other client money account (if you are eligible see Annex 1 clause 8), held for you by Bound, if there is a correction in the market which cancels the Adverse Market Movement in full, no more frequently than once each Business Day.
- 6.6 Bound reserves the right to make a Margin Call at any time and on any number of occasions where, in the reasonable discretion of Bound, there is:
 - (a) a deterioration in your financial standing or creditworthiness;
 - (b) concern as to your ability to settle any of your obligations under a FX Contract (except for a Spot FX Contract);
 - (c) a circumstance that justifies such action;
 - (d) an Adverse Market Movement including where in Bound's determination, the market rate for the Sell Currency to the Buy Currency has moved adversely on a mark to market valuation; or
 - (e) general market conditions which may result in or have resulted in an Adverse Market Movement.
- 6.7 Margin may be retained and used by Bound to settle, satisfy, or reduce any of your liabilities to us under the Agreement, including:
 - (a) **in respect of a FX Option:** where you terminate the option prior to the Expiry Date, any amounts we require you to pay to us for the termination;
 - (b) **in respect of a Spot FX, FX Forward, Exempt FX Forward:** as part of the Sell Currency payable to you in respect of the relevant FX Contract;
 - (c) **in respect of a NDF:** as part of the agreed currency (specified in the NDF) payable to you in respect of the relevant NDF;
 - (d) as Initial Margin or Variation Margin on a different FX Contract where an Adverse Market Movement has caused the Initial Margin on such FX Contract to fall short of the Margin required.
- 7. **TITLE TRANSFER COLLATERAL AGREEMENTS (NON-REGULATED FX CONTRACTS) - SUBJECT TO PRIOR NOTIFICATION.**
- 7.1 When you transfer margin to us, or money is paid to us on your behalf, you agree that:

- (a) the full ownership of the money is transferred to us for the purpose of securing or otherwise covering your obligations under this Agreement; and
 - (b) Money received by us from you or a third party in this way for your account will be an unsecured amount owed by us to you.
- 7.2 Accordingly you will not have a proprietary claim over that money, that money will not be held for you by us (whether in a segregated account or otherwise), and we can deal with it as our own.
- 7.3 In the event of our insolvency, you will only have an unsecured claim against us for repayment of that money, and that claim will be subject to the exercise by us of any set-off rights we may have under this Agreement or under general law.
- 7.4 Money transferred to us will be recorded by us as a cash repayment obligation owed by us to you.
- 7.5 Where, in our discretion, we consider that the amount of money you have transferred to us is more than is necessary to cover your obligations to us, we may transfer an equivalent amount of money back to you, subject to the exercise by us of any set-off rights we may have under this Agreement or under general law.
- 7.6 If, subsequently, we, in our discretion, consider that the amount of money you have transferred to us is less than is necessary to cover your obligations to us, an amount equal to the shortfall will be immediately due and payable to us.
- 7.7 You may notify us in writing at compliance@bound.co if you would like to terminate these title transfer arrangements.
- 7.8 Bound is under no obligation to agree to the termination of the arrangements, and if Bound does not agree to terminate the arrangement it will provide notice of its disagreement in writing to you within two Business Days after receipt of your notice to terminate.
- 7.9 If Bound agrees to terminate the arrangements, within two Business Days after receipt of the notice referred to in clause 7.7 of this clause 7, Bound will notify you in writing:
 - (a) of the date when the termination of the arrangements will take effect; and
 - (b) that Bound will, if our relationship with you is also terminating, transfer the relevant amount of money back to you, subject to the exercise by us of any set-off rights we may have under this Agreement or under general law.
- 7.10 Without prejudice to Bound's rights under this Agreement, Bound's set off rights for the purpose of this clause 7 shall include any and all costs and exposures in connection with which the ownership of the collateral that was originally transferred to Bound.
- 7.11 Any title transfer arrangement may be terminated by us at any time by notice to you and, in any event, shall terminate in the event of termination of this Agreement.
- 8. **ADDITIONAL TERMS FOR SPOT FX**
- 8.1 For Spot FX, you are obliged to pay the required amount of Sell Currency to the Bound Client Settlement Account (by way of cleared funds) by, the earlier of, 12 pm on the Settlement Date or another time as specified in the Confirmation, whereupon we will be obliged to pay the agreed amount of Buy Currency into your Nominated Account.
- 8.2 Alternatively, you must ensure your Nominated Account holds the required amount of Sell Currency, and/or as permitted by Applicable Laws you authorise us to credit or debit any

amounts owed by you to us, or by us to you (as applicable) at the required time on the Settlement Date, in accordance with your standard settlement instruments or direct debit authority (as applicable).

9. **ADDITIONAL TERMS FOR FX FORWARDS, EXEMPT FX FORWARDS, AND NDFs**

9.1 For FX Forwards, Exempt FX Forwards, and NDFs you are obliged to:

- (a) transfer Initial Margin to the Bound Client Settlement Account within one Business Day of the Contract Date and the Required Funding Amount by 12 pm London time on the Settlement Date;
- (b) transfer any additional Initial Margin to the Bound Client Settlement Account immediately on request, of us communicating the Margin Call to you;
- (c) transfer Variation Margin to the Bound Client Settlement Account immediately on request, of us communicating the Margin Call to you, you agree that we may also transfer funds from any client money account we hold for you to satisfy such;
- (d) transfer the agreed amount of Sell Currency to the Bound Client Settlement Account, as required for the relevant FX Forward, Exempt FX Forward, and/or NDF.

9.2 Where you comply with paragraph 8.1 we will be obliged on the Settlement Date:

- (a) **for FX Forwards, Exempt FX Forwards:** pay the agreed amount of the Buy Currency to your Nominated Account; and
- (b) **for NDFs:** if applicable to the relevant NDF, pay into your Nominated Account, the agreed currency (specified in the NDF) at an amount equal to the difference between the exchange rate specified the NDF and the market rate or spot rate on an agreed notional amount.

9.3 Alternatively, you must ensure your Nominated Account holds the required amount of the required currency, and/or as permitted by Applicable Laws, you authorise us to credit or debit any amounts owed by you to us, or by us to you (as applicable) at the required time on the Settlement Date, in accordance with your standard settlement instruments or direct debit authority (as applicable).

10. **ADDITIONAL TERMS FOR FX OPTIONS**

10.1 For FX Options, you as the buyer are obliged to:

- (a) transfer Initial Margin to the Bound Client Settlement Account within one Business Day of the Contract Date and the Required Funding Amount by 12 pm London time on the Settlement Date or another time as specified in the Confirmation;
- (b) transfer any additional Initial Margin to the Bound Client Settlement Account immediately on request, of us communicating the Margin Call to you;
- (c) transfer Variation Margin to the Bound Client Settlement Account immediately on request, of us communicating the Margin Call to you; and
- (d) pay the Premium (by way of cleared funds) into the Bound Client Settlement Account on or before 12 pm London time on the Premium payment date, or another time as specified in the Confirmation. The Premium and the Premium payment date is set out in the Confirmation; and

10.2 Any Premium paid by you is non-refundable. If you fail to pay the Premium, Bound:

- (a) is not required to accept your exercise of the option under the relevant FX Option; and
- (b) has the right to terminate the Option and recover all costs and expenses incurred by us in connection with the Option.

10.3 Where you have complied with paragraph 9.1:

- (a) if you exercise the option, you are required to pay the required amount of the relevant currency to the Bound Client Settlement Account, on the Settlement Date, whereupon we will be obliged to pay the required amount of the relevant currency to your Nominated Account; or
- (b) if you have not exercised the option and have **not** notified to us that you wish to abandon the option in accordance with paragraph 9.4:
 - (i) an in the money Option will be exercised automatically; and
 - (ii) an out of the money Option will be abandoned automatically.

10.4 You as the buyer of an Option have the right to abandon the Option prior to the Expiry Date by notifying us in writing. Where you decide to abandon the Option, Bound will in its sole discretion determine and notify you of the amount of any payment to be made for abandoning the Option. The payment shall be made to us by the next Business Day.

11. **CLOSE OUT AND TERMINATION OF FX CONTRACT**

11.1 Bound may in its discretion, refuse to perform, choose to terminate, close out all or any part of a FX Contract; cancel any Limit Orders or Stop Loss Orders whenever entered into; and/or take other steps necessary in relation to a FX Contract such as require you to pay additional fees or charges, and without giving notice to you:

- (a) if you fail to transfer the Sell Currency, the Required Funding Amount, Initial Margin or Variation Margin to the Bound Client Settlement Account or fail to pay any other amounts you are required to pay to Bound, when due;
- (b) if you do not hold the required amount of currency in your Nominated Account in order to pay the Sell Currency, the Required Funding Amount, Initial Margin or Variation Margin, or any other amounts you are required to pay to Bound, when due
- (c) if you notify Bound that you do not intend to proceed with the FX Contract;
- (d) where we consider at our discretion that an Exempt FX Forward is not exempt but is a FX Forward;
- (e) where we consider at our discretion that you've breached the Rules of Use;
- (f) where we consider at our discretion there is a Manifest Error;
- (g) due to a Force Majeure Event;
- (h) there is a lack of liquidity in the market;
- (i) there is a market disruption;
- (j) acting reasonably, we have another reason to; and/or

(k) the Agreement is terminated in accordance with clause 18 (*Term and termination*) of the Terms and Conditions.

11.2 This clause is without prejudice to clause 18 (*Term and termination*) of the Terms and Conditions.

12. **LIABILITY AND BREACH**

12.1 Your failure to provide any Margin, and/or deliver the Sell Currency or the Required Funding Amount constitutes a material breach of the Agreement.

12.2 Our maximum liability under any FX Contract, whether arising in contract, tort or otherwise, shall in no circumstances exceed the amount of Buy Currency of that FX Contract.

12.3 To the extent you have entered orders or into FX Contracts or transactions for the account of an Underlying Principal or to hedge the foreign exchange risk of a third party invoice in any currency or to pay a third party in any currency or for any reason (whether you have notified us of such reason or otherwise), you shall on demand indemnify, protect and hold us harmless from and against all Loss, liabilities, judgments, suits, actions, proceedings, claims, damages and costs we may incur or suffer resulting from, relating to or arising out of claims raised by them regarding or relating to their relationship with you.

13. **TRANSACTION RECORDS**

13.1 Information about your FX Contract trading activities, which include records of the FX Contracts that you've ordered, and those that have settled, your open positions, margin, cash balances, as well as other information about your trading activity is available in your Bound transaction records for the relevant Account (if you have more than one Account) via the Bound Platform.

13.2 Your Bound transaction records for the relevant Account (if you have more than one Account) will be updated no later than 24 hours after any activity takes place.

schedule 2

NON-REGULATED FX CONTRACTS

This Schedule 2 applies when Bound is your counterparty to a Non-Regulated FX Contract.

1. **UK EMIR AND UK MiFID**

1.1 You agree that Exempt FX Forwards and Spot FX are not regulated under Applicable Laws and therefore excluded from UK EMIR and UK MiFID. Therefore, Bound is not required to comply with UK EMIR and UK MiFID II requirements, including but not limited to conduct of business, client money protection, regulatory reporting, conflicts of interest, best execution, clients best interest, and risk disclosure requirements.

2. **EXEMPT FX FORWARDS**

2.1 With respect to Exempt FX Forwards, certain conditions must be met as set out in this paragraph 2 of Schedule 2. If your Exempt FX Forward does not meet the conditions or if you notify Bound in writing prior that you do not wish for the exclusion to be applied, then your FX forward will be a regulated FX Forward and subject to Schedule 3 instead of this Schedule 2.

2.2 An FX forward will be exempt if it is a "Means of Payment Transaction", and therefore meets the following conditions:

- (a) you enter into the FX forward for the purpose of facilitating payment for identifiable goods or services (for example, entering into an FX forward in order to pay an upcoming invoice in a foreign currency, or in preparation of an upcoming purchase in a foreign currency, as opposed to trading FX forwards for speculative purposes);
- (b) the FX forward is settled physically;
- (c) at least one party is not a 'financial counterparty' under EMIR; and
- (d) the FX forward is traded bilaterally, as opposed to on a regulated trading venue.

2.3 We will have no responsibility to verify with you that any specific Order you place for a FX forward is for the purposes of payment facilitation for identifiable goods or services. Notwithstanding this, Bound reserves the right to make further enquiries about or require written confirmation of any Order.

2.4 Margin is not held under the Client Money rules under any circumstances.

3. **FSCS**

The UK Financial Services Compensation Scheme ("**FSCS**") does not apply to Non-Regulated FX Contracts, including Spot FX and Exempt FX Forwards.

4. **HOW YOU CAN MAKE A COMPLAINT AND THE FOS**

4.1 If you are unhappy with a Service or something has gone wrong, please contact our Compliance Department by letter, telephone, email, or in person. Our contact details are set out at clause 4 (*Communications*) of the Terms and Conditions.

4.2 We will acknowledge receipt of complaints as soon as possible, and usually within five Business Day. Any complaints you have will be dealt with quickly and fairly. For more information on our Complaints Handling Procedure, please visit our Website.

4.3 In the UK, the Financial Ombudsman Service ("**FOS**") is an independent organisation that

helps to resolve complaints. The FOS applies to regulated products only. Therefore, if you have a complaint about a Non-Regulated FX Contract, including Spot FX and Exempt FX Forwards, you cannot benefit from the FOS.

schedule 3

REGULATED FX CONTRACTS

This Schedule 3 applies when Bound is your counterparty to a Regulated FX Contract.

This Schedule 3 also applies when we arrange for you to enter into a regulated FX Contract with a Third Party.

1. CLIENT CLASSIFICATION

- 1.1 On the basis of the information that Bound has about you, we have categorised you either as a retail client or as a professional client (including where you have requested to be treated as a professional client or eligible counterparty and we have agreed), pursuant to Applicable Laws.
- 1.2 If you are a professional client, some of the protections given to retail clients do not apply to you. For example, rules on communications with professional clients are less prescriptive, and we can assume that you have the requisite trading knowledge and experience to trade and enter into complex investment products, such as Regulated FX Contracts.
- 1.3 You may request that Bound re-categorises you as a different type of client, but we are not obliged to do this.
- 1.4 You are responsible for keeping us informed of any information that could affect your categorisation as a professional client or eligible counterparty.

2. APPROPRIATENESS TEST

- 2.1 You may be trading a complex product, for example Regulated FX Contracts, when you use our Services.
- 2.2 If you are a retail client, before you trade in a complex product, we are required to assess whether the product is appropriate for you (the "**Appropriateness Assessment**"). We do this by obtaining from you information about your investment knowledge and experience in trading such products, and assessing that information.
- 2.3 If we consider that the complex product is inappropriate for you, or if you do not provide us with the required information to conduct the Appropriateness Assessment, we may not allow you to trade in such FX Contracts by limiting the functionality of your Account or we will provide you with a warning in relation to the trading of such FX Contracts, after which you may decide to continue at your own risk.
- 2.4 You agree and acknowledge that the Appropriateness Assessment is performed on the basis of information and documents provided by you, and we may rely upon the information and documents provided by you and we are not responsible for any damages or losses which may arise from any inaccuracies. In addition, you agree to immediately notify us of any changes to the information and documents which you have provided, and to provide us with up to date, accurate and complete information to enable us to conduct each Appropriateness Assessment, at our reasonable request.

3. CONFLICTS OF INTERESTS

- 3.1 Bound is required to act in your best interest when providing services for Regulated FX Contracts. However, there may be instances where your interests conflict with our interests, or with another client's interests. For example:

- (a) we may provide to or receive from or share with a Third Party monetary and/or non-monetary benefits, where such arrangements are permitted by Applicable Laws; and
- (b) we are responsible for setting the price, exchange rates, and quotes of FX Contracts that you can enter into with us via our Platform. This means that our prices, exchange rates, and quotes will be different from those provided by other brokers and the market price.

3.2 Accordingly, Bound has a number of internal policies and arrangements to help manage any conflicts including our Conflicts of Interest Policy which is available on our Website.

4. **INDUCEMENTS**

We may provide to or receive or share with other persons monetary and/or non-monetary benefits in relation to the Bound Services, including as stated at paragraph 3.1(a). The monetary benefits may include rebates, commissions, fees, costs, charges and/or profits. We will disclose such to you prior to providing the Bound Services, where this is required by Applicable Laws.

5. **BEST EXECUTION**

5.1 Bound is required to take sufficient steps to achieve the best possible result for you, on a consistent basis, when we enter into Regulated FX Contracts with you and when we arrange Regulated FX Contracts for you. Our Best Execution Policy sets out the procedures that we follow as well as the relevant market factors that we take into account as part of our best execution obligation. The Best Execution Policy forms part of our Agreement with you and is available on our Website.

5.2 Where you have given us specific instructions, such as by placing a Stop Loss Order or a Limit Order, and we accept your Order, we will execute the part of the Order which the instruction relates to in accordance with your instructions rather than our Best Execution Policy.

5.3 Our Best Execution Policy also states that orders on the Bound platform will be executed outside a regulated market, multilateral trading facility ("**MTF**"), or organised trading facility ("**OTF**"), (each a "**Trading Venue**", and together "**Trading Venues**"). The Bound Platform is not a Trading Venue and you have provided express consent to Bound executing your orders outside of Trading Venues.

6. **STATEMENT OF HOLDINGS**

Bound will provide you with a statement of holdings, at least quarterly. You can request such statements to be provided to you more frequently by contacting us. Our contact details are set out at clause 4 (*Communications*) of the body of the Agreement. We retain the discretion to charge you a reasonable cost for such service.

7. **EMIR AND MIFID TRANSACTION AND TRADE REPORTING**

UK EMIR and UK MIFID transaction and trade reporting

7.1 Where required under UK EMIR Bound will report details of Regulated FX Contracts which we entered into with you to a Regulator and/or trade repository.

7.2 Where required under UK MIFID, Bound will report details of you, and details of Regulated FX Contracts which we entered into with you or which we arranged for you to enter into with a Third Party, and to a Regulator and/or a trade repository.

7.3 You undertake to provide us, prior to the execution of a transaction, and if required after

the transaction, with the required information to enable us to meet our obligation to report information about that transaction as required under UK EMIR and UK MiFID.

7.4 Bound will not carry out any reporting on your behalf if you have a reporting obligation pursuant to UK EMIR or UK MiFID, unless agreed in writing and subject to additional terms.

8. **CLIENT MONEY**

8.1 Bound will treat money received from you, in connection with a Regulated FX Contract, as '**client money**' and will protect such money in accordance with the FCA client money rules. In particular:

- (a) we will segregate such money, where received by us from our own money by placing it in a separate bank account with a reputable bank. Such money may be held with other clients' money which they use to place an Order or to enter into a Regulated FX Contract. The bank account will be opened in Bound's name but for your benefit. This is called a '**client money account**';
- (b) we may hold your money in bank accounts in the UK or elsewhere. Therefore, different rules, regulations and laws may apply to these banks, which means that in the event of an insolvency, money in a client money account held with such bank may be treated differently to money held with a UK bank;
- (c) as the money is pooled, upon Bound's insolvency, any claim by you is against the common pool of money in general. This means that the balance on the client money account will be divided proportionately between all clients who have a valid claim against the sum held in the client money account. In addition, if there is an unreconciled shortfall, you and the other clients may share proportionately in that shortfall;
- (d) Bound is not responsible for the insolvency, acts or omissions of any bank, although it will take reasonable care when choosing which bank to open a client money account with; and
- (e) Bound may receive interest payments on cash balances held in client money accounts. We retain all interest earned and is not required to pay you interest on cash balances in client money accounts.

8.2 For the avoidance of doubt, any money which Bound receives from or holds for you, will not be 'client money' and will not benefit from the client money protections when it becomes otherwise due and payable to Bound, including:

- (a) in relation to Regulated FX Contracts, the Margin vesting automatically in Bound on the Settlement Date or in any of the circumstances set out in the Agreement;
- (b) in relation to Regulated FX Contracts, the Margin being retained and used by Bound to settle, satisfy, or reduce any of your liabilities to us under the Agreement;
- (c) in relation to a FX Option any Premium;
- (d) in relation to a FX Forward any Required Funding Amount; and/or
- (e) in relation to the balance in your Bound Account, Bound deducting (or setting-off) any money that you owe Bound from the available balance in your Bound Account, including due to a Default Event in accordance with its rights under clause 13 (*Set off and Security Interests*) of the Terms, and under the Agreement more generally.

The effect of this is that such money will not be segregated from any cash belonging to Bound and will be used by Bound in the course of our business, and you will rank as a general creditor of Bound in respect of such money.

9. TITLE TRANSFER COLLATERAL AGREEMENTS - PROFESSIONAL CLIENTS ONLY (SEE CLIENT CATEGORISATION BELOW) - SUBJECT TO PRIOR NOTIFICATION.

9.1 Notwithstanding the provisions in clause 8 (Client Money) above, if Bound has agreed with you that you shall be categorised as an elective Professional Client or you are a per se Professional Client, when you transfer money to us, or money is paid to us on the your behalf, you agree that from time to time:

- (a) the full ownership of the money will be transferred to us for the purpose of securing or otherwise covering your obligations under this Agreement; and
- (b) except to the extent that we have agreed in writing to the contrary, we will not hold that money as client money in accordance with the client money rules.

9.2 The effect of this is the money received by us from you or a third party in this way for your account will be an unsecured amount owed by us to you.

9.3 Accordingly, the client money rules will not apply, you will not have a proprietary claim over that money and that money will not be held for you by us (whether in a segregated account or otherwise), and we can deal with it as our own.

9.4 In the event of our insolvency, you will only have an unsecured claim against us for repayment of that money that claim will be subject to the exercise by us of any set-off rights we may have under this Agreement or under general law, and you will rank as a general creditor such that sums due from Bound to you may not be repaid in full,.

9.5 Money transferred to us will be recorded by us as a cash repayment obligation owed by us to you.

9.6 Where, in our discretion, we consider that the amount of money you have transferred to us is more than is necessary to cover your actual, contingent or prospective obligations to us, we may either:

- (a) return an equivalent amount of money to you by crediting the money to a client money account, in which case the client money rules will apply and form part of this Agreement; or
- (b) transfer an equivalent amount of money back to you, subject to the exercise by us of any set-off rights we may have under this Agreement or under general law.

9.7 If, subsequently, we, in our discretion, consider that the amount of money you have transferred to us, and which is not being held by us as client money, is less than is necessary to cover your obligations to us, an amount equal to the shortfall will be immediately due and payable to us. In order to satisfy this obligation, you instruct us to transfer monies from the client money account to us.

9.8 You may notify us in writing at compliance@bound.co if you would like to terminate these title transfer arrangements.

9.9 Bound is under no obligation to agree to the termination of the arrangements, and if Bound does not agree to terminate the arrangement it will provide notice of its disagreement in writing to you within two Business Days after receipt of your notice to terminate.

9.10 If Bound agrees to terminate the arrangements, within two Business Days after receipt of

the notice referred to in clause 9.8 of this clause 9, Bound will notify you in writing:

- (c) of the date when the termination of the arrangements will take effect; and
- (d) that Bound will either:
 - (i) if our relationship with you is continuing, transfer the relevant amount of money, subject to the exercise by us of any set off rights we may have under this Agreement or general law, to a client money account, in which case the client money rules will apply and form part of this Agreement; or
 - (ii) if our relationship with you is also terminating, transfer the relevant amount of money back to you, subject to the exercise by us of any set-off rights we may have under this Agreement or under general law.

9.11 Without prejudice to Bound's rights under this Agreement, Bound's set off rights for the purpose of this clause 9 shall include any and all costs and exposures in connection with which the ownership of the collateral that was originally transferred to Bound.

9.12 Any title transfer arrangement may be terminated by us at any time by notice to you and, in any event, shall terminate in the event of termination of this Agreement.

Passing money to third parties to effect transactions

9.13 On your instructions or where it is market practice to do so, we may pass money received from you to a third party (e.g. an exchange, intermediate broker, settlement agent or clearing house) including as listed at Annex A to hold or control in order to effect a transaction through or with that third party or to satisfy your obligation to provide margin/collateral in respect of a transaction. If we do this, we will endeavour to ensure your money is held as client money under the FCA CASS Rules. We have no responsibility for any acts or omissions of any such third party to whom we pass money received from you in these circumstances.

Transfer of business

- 9.14 If we sell our business to someone else, in accordance with Applicable Laws:
- (a) we will provide you with notice prior to the transfer;
 - (b) the buyer will hold your transferred money in accordance with the client money rules or, if they do not treat your money as client money, Bound will exercise due skill, care and diligence in assessing whether they will apply adequate measures to protect your money; and
 - (c) you consent for Bound to transfer your money. If you do not want your money to be transferred to another person, please contact us and we can help you close your Bound Account and terminate the Agreement.

Unclaimed money

9.15 We may donate the client money in your Bound Account to a charity if you have not accessed your Bound Account for six years. This means that Bound will stop treating your money as client money. We will try to contact you to return your money before we do this. If you contact us after the money has been donated to a charity, we will pay it back to you.

10. FSCS

10.1 The UK Financial Services Compensation Scheme ("**FSCS**") applies to Regulated FX

Contracts, including FX Forwards and FX Options. This means that if Bound goes insolvent, the FSCS can return your money in your Bound Account up to £85,000, but only in relation to the Regulated FX Contracts. For more information about the FSCS, visit fscs.org.uk or call the FSCS at 020 7741 4100 or 0800 678 1100.

- 10.2 The Financial Ombudsman Service ("**FOS**") applies to regulated products only. Therefore, Regulated FX Contracts, including FX Forwards and FX Options can benefit from the FOS's service.

11. **HOW YOU CAN MAKE A COMPLAINT AND THE FOS**

- 11.1 If you are unhappy with a Service or something has gone wrong, please contact our Compliance Department by letter, telephone, email, or in person. Our contact details are set out at clause 4 (*Communications*) of the Terms and Conditions.

- 11.2 We will acknowledge receipt of complaints as soon as possible, and usually within five Business Day. Any complaints you have will be dealt with quickly and fairly.

- 11.3 In the UK, the Financial Ombudsman Service ("**FOS**") is an independent organisation that helps to resolve complaints. The FOS applies to regulated products only. Therefore, if you have a complaint about a Regulated FX Contract, including FX Forwards and FX Options, and you are an "eligible complainant" (as that term is defined in the FCA Disputes Resolution: Complaints Sourcebook), you can benefit from the FOS.

- 11.4 In particular, if you're not happy with how we've handled your complaint, you can contact the FOS once you've received our 'final response' to your complaint. You can contact them:

(a) By post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

(b) By phone: 0800 023 4567 (or +44 20 7964 0500 from abroad)

(c) By email: complaint.info@financial-ombudsman.org.uk

(d) Online: <https://www.financial-ombudsman.org.uk/>

- 11.5 For more information on our Complaints Handling Procedure, please visit our Website.

schedule 4

THIRD PARTY AND THIRD PARTY SERVICES

This Schedule 4 applies when Bound arranges for you to enter into a Regulated FX Contract with a Third Party, introduces you to a Third Party for a Non-Regulated FX Contract, or introduces you to a Third Party for e-money accounts and/or payment services.

1. THIRD PARTY SERVICES

1.1 We may provide at our discretion the means for the Third Party to display on our Platform their:

- (a) Third Party Services; and
- (b) prices, size and other data which you can view and select to enter into FX Contracts with the Third Party.

1.2 Where a Third Party provides a Third Party Service to you, you will be a direct client of the Third Party, and be subject to the Third Party's separate terms and conditions (as stated in clause 1.4 of the Terms and Conditions), onboarding and ongoing monitoring process, eligibility requirements, policies and procedures, and any other requirements of the Third Party.

1.3 You expressly agree that we can share with Third Parties which provide or will provide Third Party Services to you, your information including personal data, and your transaction information, for the purposes of the Third Party identifying you and verifying your identify on an ongoing basis; conducting fraud checks, sanctions checks, adverse media checks, anti-money laundering and counter-terrorism checks, and any other checks as required by Applicable Laws and their internal procedures; conducting transaction monitoring; where required by Applicable Laws; and for commercial purposes in accordance with our personal data obligations under clause 9 (*Data protection*) and our confidentiality obligations under clause 10 (*Confidentiality*) of the Terms and Conditions.

1.4 We may provide to or receive from or share with a Third Party monetary and/or non-monetary benefits, where such arrangements are permitted by Applicable Laws. The monetary benefits may include rebates, commissions, fees, costs, charges and/or profits. We will disclose such to you prior to providing the Bound Services, where this is required by Applicable Laws.

2. FX CONTRACTS – INTRODUCTIONS AND ARRANGING

2.1 **No obligation:** Bound is not obliged to introduce you to a Third Party in relation to Non-Regulated FX Contracts, nor are we obliged to arrange for you to enter into a Regulated FX Contract with a Third Party. We may refuse to introduce, and/or refuse to arrange, at our sole discretion without giving any reason. This applies even where Bound refuses to provide you with a quote or refuses to enter into a FX Contract with you as your counterparty. References to "you" in the paragraph includes your Underlying Principal.

2.2 **Counterparty:** If we introduce you to a Third Party and they enter into a Non-Regulated FX Contract with you, or if we arrange a Regulated FX Contract between you and a Third Party, the Third Party will be your counterparty.

2.3 **Our capacity:** Where we act as an introducer and/or as an arranger, we do not serve as a fiduciary or agent to you. Further, we are not involved in and are not a party (in any capacity) to any FX Contract which you enter into with a Third Party. Our role and capacity is limited to solely that of an introducer in relation to Non-Regulated FX Contracts, and arranger in relation to Regulated FX Contracts.

- 2.4 **Passing money to Third Parties:** On your instructions Bound may pass money received from you to a Third Party to hold or control in order to effect a FX Contract transaction through or with that Third Party, including Margin. We have no responsibility for any acts or omissions of any such Third Party to whom we pass money received from you in these circumstances. Further, we are not liable for any margin calls in relation to your accounts with the Third Party. Our sole intention is to minimise cost and operational expense to you.
- 2.5 **Queries and complaints handling:** If you have any queries or complaints in relation to a FX Contract where a Third Party is your (or your Underlying Principal's) counterparty, please contact them in accordance with the Third Party's separate terms and conditions.
3. **E-MONEY ACCOUNTS AND PAYMENT SERVICES – INTRODUCTIONS TO THIRD PARTIES**
- 3.1 **No obligation:** Bound is not obliged to introduce you to a Third Party which will provide you with e-money accounts and related payment services.
- 3.2 **Currency Cloud:** Where we agree to introduce you to a Third Party, we will introduce you to Currency Cloud Limited authorised and regulated by the Financial Conduct Authority ("**FCA**") with firm reference number 900199 ("**Currency Cloud**"). Its registered address is The Steward Building, 12 Steward Street, London, E1 6FQ, United Kingdom. Currency Cloud is authorised by the FCA to issue e-money, provide an account which stores e-money that it issues (also referred to as a 'wallet') which include single or multi-currency accounts / wallets, as well as provide payment services for the e-money account. Currency Cloud's terms and conditions for its e-money and payment services can be accessed [here](https://onboarding.paydirect.io/boundrateslimited/terms_and_conditions) https://onboarding.paydirect.io/boundrateslimited/terms_and_conditions or any other link or document which we may provide to you from time to time. If we introduce you to a Third Party that is not Currency Cloud, we will notify you of this at the time we make the introduction.
- 3.3 **Our capacity:** Where we introduce you to Currency Cloud we do not serve as a fiduciary or agent to you. Further, we are not involved in and are not a party (in any capacity) to any e-money accounts or payment services or payment transactions which you enter into, or which are processed or executed by Currency Cloud. Our role and capacity is limited to solely that of an introducer.
- 3.4 **FEES AND CHARGES:** Any fees, charges and other costs associated with this service will be provided to you in advance of you using this service and can be deducted automatically from your e-money account or be paid by invoice. We retain the right to change these fees at any time and will provide you with reasonable notice. Where you instruct payments above the volume included in your plan you are liable for payment fees for all such payments. This will be agreed with you in advance.

How you can make a complaint and the FOS

- 3.5 We will provide you with customer service and complaints handling on behalf of Currency Cloud. Therefore, if you are unhappy with a Service or something has gone wrong, please contact our Compliance Department by letter, telephone, email, or in person.
- 3.6 We will try to deal with your query or complaint directly, but in some circumstances we will need to pass on your query or complaint to Currency Cloud. If we deal with your complaint directly, we will acknowledge receipt of complaints as soon as possible, and usually within five Business Day. We will try to resolve your complaint within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).
- 3.7 In the UK, the Financial Ombudsman Service ("**FOS**") is an independent organisation that

helps to resolve complaints. The FOS applies to regulated products including e-money and payment products and services. Therefore, if you are an "eligible complainant" (as that term is defined in the FCA Disputes Resolution: Complaints Sourcebook), you can benefit from the FOS.

- 3.8 In particular, you're not happy with how we've handled your complaint, you can contact the FOS once you've received our 'final response' to your complaint. You can contact them:
- (a) By post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
 - (b) By phone: 0800 023 4567 (or +44 20 7964 0500 from abroad)
 - (c) By email: complaint.info@financial-ombudsman.org.uk
 - (d) Online: <https://www.financial-ombudsman.org.uk/>
- 3.9 For more information on our Complaints Handling Procedure, please visit our Website.

FSCS

- 3.10 The Financial Services Compensation Scheme ("**FSCS**") does not apply to e-money and payment products and services, even though they are FCA regulated products.

4. BLOCKING ACCESS

In addition to our rights in clause 17 (*Blocking and freezing your Account*) of the Terms and Conditions, we may at our reasonable discretion at any time freeze or block your access to the Third Party Service via the Bound Platform upon receipt of a request from a Third Party, with or without notice to you.

5. LIMITATION OF LIABILITY

- 5.1 In relation to the Third Party and the Third Party Services, you agree that:
- (a) Bound has no control over whether a Third Party will agree to enter into terms and conditions with you to provide regulated or unregulated products or services to you;
 - (b) where a Third Party agrees to enter into an agreement with you, Bound has no control over whether the Third Party will enter into specific FX Contracts with you, issue certain e-money into an account for you, process a specific payment transaction for you, continue to provide services or products to you, or take any action, inaction, or omission during the term of their agreement with you;
 - (c) Bound has no ability to enter into, vary, or negotiate, on behalf of a Third Party any agreement or the terms of an agreement, commitment, transaction, or FX Contract between you and the Third Party, or which the Third Party carries out, executes, or processes for you;
 - (d) Bound is not an agent, sub-contractor, partner or joint-venture partner of a Third Party;
 - (e) although we may offer you the ability, via the Platform, to receive information and data from a Third Party, to receive or submit an order relation to FX Contracts with the Third Party, and/or to access e-money and receive and submit payment transactions through the Third Party, we are not responsible for, and provide no representation, warranty, or undertaking in relation to the Third Party information and data shown on the Platform;

- (f) Bound makes no representations, warranties, undertakings, agreements, promises, or otherwise regarding a Third Party or a Third Party Service other than those set out in the Agreement subject to Applicable Laws;
- (g) Bound is not responsible for Loss incurred or suffered by you, directly or indirectly under or in connection with a Third Party or a Third Party Service; and
- (h) Bound shall not be liable for any loss of profit, goodwill, business, revenue, or opportunity, or any special, indirect or consequential losses arising under or in connection with a Third Party or a Third Party Service whether arising out of negligence, breach of contract, misrepresentation, or breach of Applicable Laws.

