



## **AGILITY FOREX LTD. CORPORATE CLIENT TERMS AND CONDITIONS**

### **1. Definitions and Interpretation**

#### **1.1 Definitions**

In this Agreement, unless the context requires otherwise:

“Agility” means Agility Forex Ltd.

“Agreement” means these Client Terms and Conditions, as amended from time to time.

“Authorized User” means any individual authorized by the Client to provide instructions or act on behalf of the Client in connection with the Services.

“Business Day” means a day on which banks are open for business in the applicable jurisdiction, excluding weekends and public holidays.

“Client” means the individual or entity that has entered into this Agreement with Agility. “Collateral” means cash or other assets provided by the Client to secure its obligations under this Agreement.

“Forward Contract” means a foreign exchange transaction for settlement on a future date at a rate agreed at the time of trade.

“Margin Call” means a demand by Agility for additional Collateral or other action to reduce risk exposure.

“Services” means the foreign exchange, payment, and related services provided by Agility under this Agreement.

“Transaction” means any foreign exchange transaction, payment instruction, forward contract, or other service executed under this Agreement.

“Cleared Funds” means funds that have been irrevocably received by Agility and are available for use without restriction.

#### **1.2 Interpretation**

- a) Headings are for convenience only and do not affect interpretation.
- b) References to “including” mean “including without limitation.”
- c) References to laws include amendments and replacements.
- d) This Agreement shall be interpreted consistently across all Services unless expressly stated otherwise.

### **2. Scope of Agreement**

#### **2.1 Single Agreement Framework**

This Agreement establishes a single, continuous contractual framework governing all Services provided by Agility to the Client, including:

- a) spot foreign exchange transactions;
- b) forward and hedging transactions, where separately agreed;

- c) domestic and international payment services; and
- d) pre-authorized debit arrangements, where applicable.

All Transactions entered into between Agility and the Client form part of, and are governed by, this Agreement.

## **2.2 No Obligation to Transact**

Nothing in this Agreement obligates Agility to enter into any Transaction.

Agility may, in its sole discretion, refuse to:

- a) quote or execute a Transaction;
- b) process a payment; or
- c) provide any Service,

at any time and for any reason.

## **2.3 Application to All Transactions**

Each Transaction constitutes a separate contract between Agility and the Client, but is governed by and forms part of this Agreement.

In the event of any inconsistency between a Transaction confirmation and this Agreement, this Agreement shall prevail unless expressly agreed otherwise in writing.

## **3. Client Representations, Warranties and Authority**

### **3.1 General Representations**

The Client represents and warrants, on a continuing basis, that:

- a) it has the legal capacity and authority to enter into and perform its obligations under this Agreement;
- b) all information provided to Agility is complete, accurate, and not misleading;
- c) it will promptly notify Agility of any material changes to such information;
- d) it is acting as principal and not as agent or intermediary unless expressly disclosed and accepted by Agility.

### **3.2 Business Clients**

Where the Client is an entity, the Client further represents and warrants that:

- a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction;
- b) the execution and performance of this Agreement has been duly authorized;
- c) any Authorized User has full authority to bind the Client; and
- d) entering into Transactions is consistent with its business purposes, including commercial, treasury, or risk management activities.

### **3.3 Individual Clients**

Where the Client is an individual, the Client represents and warrants that:

- a) it is of the age of majority in its jurisdiction;

- b) it is acting on its own behalf and not for an undisclosed third party; and
- c) it has full legal capacity to enter into this Agreement.

### **3.4 Independent Decision-Making**

The Client acknowledges and agrees that:

- a) Agility is not acting as a fiduciary, advisor, or investment manager;
- b) Agility does not provide financial, legal, or tax advice;
- c) all Transactions are entered into based on the Client's own independent judgment; and
- d) the Client is responsible for assessing the suitability and risks of each Transaction.

## **4. Account Operation and Instructions**

### **4.1 Authorized Users**

The Client may designate one or more Authorized Users.

The Client is solely responsible for:

- a) ensuring that Authorized Users are properly authorized;
- b) maintaining accurate records of such authorization; and
- c) promptly notifying Agility of any changes or revocations.

Agility is entitled to rely on instructions from any Authorized User until notified otherwise.

### **4.2 Instruction Methods**

The Client may provide instructions through channels approved by Agility, which may include:

- a) electronic platform access;
- b) email;
- c) telephone; or
- d) other approved communication methods.

Agility may act on any instruction it believes, in good faith, to be genuine.

### **4.3 Reliance on Instructions**

Agility is entitled to rely on, and act upon, any instruction received from the Client or an Authorized User without further verification.

The Client is responsible for any loss arising from:

- a) unauthorized access to its systems or communications;
- b) errors in instructions provided; or
- c) fraud or misconduct by its Authorized Users,

except where such loss results directly from Agility's gross negligence or willful misconduct. In all cases, Agility's liability is limited in accordance with Section 14.

#### **4.4 Instruction Errors**

The Client must promptly review all confirmations and notify Agility of any error without delay.

Failure to notify Agility within a reasonable time constitutes acceptance of the Transaction or instruction as executed.

#### **4.5 Refusal or Delay of Instructions**

Agility may refuse, delay, or suspend any instruction where:

- a) the instruction is incomplete, unclear, or inconsistent;
- b) the Client has not met funding or collateral requirements;
- c) Agility believes, in good faith, that the instruction may breach applicable law or regulation;
- d) required compliance or verification steps have not been satisfied.

### **5. Products and Services**

#### **5.1 Scope of Services**

Agility provides foreign exchange and payment services, including:

- a) spot foreign exchange transactions;
- b) forward and hedging transactions;
- c) domestic and international electronic funds transfers; and
- d) related settlement and conversion services.

Agility may modify, suspend, or restrict any Service at any time.

#### **5.2 Foreign Exchange Transactions (Spot)**

Agility may provide spot foreign exchange services for the conversion of one currency into another.

- a) Exchange rates are provided at the time of booking and are valid only for the specified period.
- b) A Transaction becomes legally binding when accepted by the Client and confirmed by Agility, whether or not the Client has received a confirmation.
- c) The Client is responsible for ensuring all Transaction details are correct at the time of booking.

#### **5.3 Forward and Hedging Transactions**

Agility may enter into Forward Contracts with the Client.

- a) A Forward Contract obligates the Client to buy or sell a specified currency at a future date at an agreed rate.
- b) Forward Contracts are binding and cannot be cancelled except with Agility's consent. c) Early termination, extension, or restructuring may result in additional costs, including market losses.
- d) The Client acknowledges that Forward Contracts are used for commercial or treasury purposes and involve market risk.
- e) Forward Contracts may be subject to additional terms and conditions set out in a separate agreement

where applicable.

### **5.3.1 Settlement Failure, Close-Out and Replacement**

#### 1. Settlement obligation

All forward foreign exchange transactions must settle on the agreed settlement date.

The Client is responsible for ensuring that all required funds, instructions, and documentation are provided in sufficient time to enable settlement.

Failure to settle on the agreed date constitutes a default.

#### 2. Limited operational tolerance

Agility may, at its sole discretion, allow a short operational tolerance period of up to three (3) spot business days following the settlement date.

This tolerance:

- (a) does not amend or extend the contractual settlement date;
- (b) does not constitute a rollover, renewal, or continuation; and
- (c) may be withdrawn at any time without notice.

#### 3. Close-out rights

If a transaction remains unsettled beyond five (5) spot business days after the settlement date, or where the Client fails to provide required funding or instructions, Agility may, without notice:

- (a) close out the transaction at prevailing market rates; and
- (b) take any action necessary to reduce or eliminate its exposure.

#### 4. Valuation

Upon close-out:

- (a) the transaction will be valued at market rates determined by Agility acting in good faith;
- (b) any resulting gain or loss is immediately crystallized; and
- (c) the Client is liable for any resulting loss.

Agility's determinations are binding absent manifest error.

#### 5. No preservation of rate

Forward transactions may not be extended, rolled, or maintained at their original rate beyond the settlement date.

Any continuation of exposure requires a new transaction at current market pricing.

#### 6. Replacement transactions

Any transaction entered into following close-out constitutes a new and independent contract.

Agility may, at its discretion, require:

- (a) payment of any loss;
  - (b) additional margin or collateral; and
  - (c) reassessment of credit exposure,
- as a condition of entering into any new transaction.

## 7. Set-off and application

Agility may apply any funds, margin, or amounts held for the Client against any loss arising from close-out.

## 8. No avoidance

The Client may not avoid settlement or preserve an uneconomic rate by delaying settlement or requesting a replacement transaction.

## 9. Discretion

Agility retains full discretion to refuse transactions, require funding, close positions, or take any action necessary to manage risk.

### **5.4 Payment Services**

Agility may execute payment instructions on behalf of the Client.

**a)** Payments may be processed through banking partners or other financial institutions. **b)**

Processing times are estimates only and may vary due to factors outside Agility's control. **c)**

The Client is responsible for the accuracy of beneficiary details.

**d)** Agility is not responsible for delays, deductions, or errors caused by intermediary

institutions.

### **5.5 Third-Party Payments**

The Client may instruct payments to third parties.

**a)** The Client represents that such payments are consistent with its lawful activities. **b)** Agility

may request supporting documentation or refuse such payments at its discretion. **c)** Agility is

not responsible for verifying the identity or legitimacy of third-party beneficiaries.

### **5.6 Risk Acknowledgment**

The Client acknowledges that foreign exchange and forward transactions involve significant risk, including the risk of loss resulting from adverse movements in exchange rates.

The Client further acknowledges that:

**a)** losses may be substantial and may exceed amounts initially committed by the Client;

**b)** market conditions may change rapidly and without warning; and

**c)** Agility does not guarantee the performance or outcome of any Transaction.

The Client accepts full responsibility for all risks associated with entering into Transactions.

## **6. Pricing, Fees and Settlement**

### **6.1 Pricing**

The Client agrees to:

**a)** the exchange rate quoted at the time of the Transaction; and

**b)** any applicable fees, charges, or spreads disclosed by Agility.

All pricing is final once a Transaction is confirmed.

## **6.2 Payment Obligations**

The Client must deliver Cleared funds to Agility:

- a) in the currency and amount required;
- b) by the time specified by Agility; and
- c) in accordance with Agility's funding instructions.

Failure to do so constitutes a breach of this Agreement.

## **6.3 Settlement**

- a) Settlement of Transactions will occur on the agreed value date.
- b) Agility will not be required to settle any Transaction until it has received full cleared funds.
- c) Agility may delay settlement where required for operational, compliance, or risk reasons.

## **6.4 Failed or Late Settlement**

If the Client fails to provide funds when due:

- a) Agility may close out the Transaction;
- b) any resulting loss, cost, or expense is payable by the Client; and
- c) Agility may apply any available funds or Collateral to cover such amounts, and such amounts constitute a debt immediately due and payable by the Client.

## **6.5 Deductions and Charges**

The Client acknowledges that:

- a) intermediary banks may deduct fees;
- b) currency conversions by third parties may apply different rates; and
- c) Agility is not responsible for such deductions or differences.

## **7. Pre-Authorized Debit (PAD) Terms**

(This section is intentionally self-contained for regulatory clarity)

### **7.1 Authorization**

The Client authorizes Agility to debit the Client's designated bank account for:

- a) settlement of Transactions;
- b) payment of fees and charges;
- c) satisfaction of obligations under this Agreement; and
- d) any Margin Call or Collateral requirement, where applicable.

This authorization applies to both one-time and recurring debits, as applicable.

The Client acknowledges that this authorization constitutes valid and binding consent for the purposes of

applicable payment network rules and applicable law, including in Québec.

The Client acknowledges that this authorization complies with applicable payment network rules, including Payments Canada Rule H1, and applies to both personal and business PADs where applicable.

Pre-authorized debit services may not be available in certain jurisdictions, including Québec for individual clients, where alternative funding methods may be required.

## **7.2 Client Obligations**

The Client agrees to:

- a) maintain sufficient funds in the designated account;
- b) ensure the account details provided are accurate and current; and
- c) notify Agility promptly of any changes to account information.

## **7.3 Timing of Debits**

- a) Debits may be processed on or after the due date of the applicable obligation.
- b) The Client acknowledges that processing times may vary depending on financial institutions.
- c) Agility is not responsible for delays caused by banking systems.

## **7.4 Insufficient Funds**

If a debit is rejected due to insufficient funds or other reasons:

- a) the Client remains fully liable for the obligation;
- b) Agility may charge additional fees; and
- c) Agility may suspend Services or close out Transactions.

## **7.5 Revocation of Authorization**

The Client may revoke PAD authorization by providing written notice to Agility.

- a) Revocation does not affect obligations already incurred.
- b) Revocation may result in suspension of Services where PAD is required for settlement or risk management.
- c) The Client remains responsible for alternative payment arrangements acceptable to Agility.

## **7.6 Waiver of Pre-Notification**

To the extent permitted by applicable rules, the Client waives any requirement for advance notice of PAD debits.

## **7.7 Disputes**

The Client must notify its financial institution of any PAD dispute in accordance with applicable banking rules.

This Agreement does not limit the Client's rights under applicable payment network rules.

# **8. Credit, Collateral and Margin**

## **8.1 No Automatic Credit**

The Client acknowledges that it has no entitlement to unsecured credit.

Any extension of credit, tolerance of exposure, or margin-free trading is entirely at Agility's sole discretion and may be granted, withdrawn, or modified at any time without notice.

## **8.2 Collateral Requirements**

Agility may require the Client to provide Collateral:

- a) prior to entering into a Transaction;
- b) during the life of any Transaction;
- c) in connection with any amendment, extension, or restructuring; and
- d) at any time Agility determines, in its sole discretion acting in good faith, that additional protection is required.

Collateral must be provided:

- i) in a form acceptable to Agility; and
- i) within the timeframe specified by Agility.

## **8.3 Forms and Treatment of Collateral**

- a) Agility may determine acceptable forms of Collateral, including cash or other assets.
- b) Agility may apply haircuts, limits, or other conditions to Collateral at its discretion.
- c) Unless expressly agreed, no interest is payable on Collateral.
- d) Agility may apply Collateral to satisfy any obligation of the Client under this Agreement.

## **8.4 Margin Calls**

Agility may, at any time and without prior notice, issue a Margin Call in its sole discretion, acting in good faith, including where:

- a) market movements have increased actual or potential exposure;
- b) the value, sufficiency, or liquidity of Collateral has changed;
- c) the Client's financial condition, credit profile, or risk characteristics have changed; or
- d) Agility determines that risk reduction is required for operational, liquidity, regulatory, or market reasons.

A Margin Call may require, as determined by Agility:

- i) the provision of additional Collateral; i
- i) the reduction, restructuring, or early settlement of one or more Transactions; or ii
- i) any combination of the foregoing.

Agility is not required to provide justification or supporting calculations in connection with any Margin Call.

## **8.5 Time to Cure**

The Client must satisfy a Margin Call within the timeframe specified by Agility. The Client acknowledges that such a timeframe may be immediate or within a very short period and is responsible for maintaining sufficient liquidity to meet such obligations.

- a) Agility may require same-day or intraday performance.

- b) Partial performance does not constitute satisfaction of the Margin Call unless expressly accepted by Agility.

## **8.6 Time is of the Essence**

Time is of the essence with respect to:

- a) Margin Calls;
- b) Collateral requirements;
- c) payment obligations; and
- d) settlement obligations.

Any delay in performance, including delays caused by banking systems or third parties, constitutes a material breach of this Agreement.

## **8.7 No Reliance on Past Practice**

Any prior tolerance, delay, or flexibility by Agility:

- a) does not constitute a waiver; and
- b) must not be relied upon by the Client.

The Client is solely responsible for managing its exposure and liquidity.

## **8.8 Client Responsibility for Exposure**

The Client acknowledges that it is solely responsible for monitoring its financial position, exposure, and ability to meet its obligations.

Agility is not responsible for notifying the Client of market movements, potential losses, or exposure levels.

# **9. Risk Controls and Close-Out Rights**

## **9.1 General Rights**

Agility may, at any time and without prior notice, take any action it determines, in its sole discretion acting in good faith, to be necessary to manage risk, including:

- a) refusing to enter into new Transactions;
- b) suspending or restricting Services;
- c) requiring additional Collateral;
- d) reducing or restructuring exposure; or
- e) closing out Transactions.

## **9.2 Close-Out Rights**

Agility may close out one or more Transactions where:

- a) the Client fails to meet any payment or Margin Call;
- b) the Client breaches this Agreement;
- c) Agility determines, in its sole discretion acting in good faith, that continued exposure presents unacceptable risk;
- d) Agility determines, in its sole discretion acting in good faith, that market conditions require immediate

risk reduction;

- e) any event occurs which, in Agility's sole discretion acting in good faith, may materially impair the Client's ability to perform its obligations.
- f) the performance of Agility's obligations becomes unlawful or impracticable.

### **9.3 Suspension of Services**

Agility may suspend Services immediately where:

- a) required by law or regulation;
- b) compliance requirements are not satisfied; or
- c) risk concerns arise.

Agility is not liable for any loss arising from such suspension.

### **9.4 Close-Out Calculation**

Upon the close-out of any Transaction, Agility may, in its sole discretion acting in good faith, determine the value of such Transaction using commercially reasonable methods.

Such methods may include, without limitation:

- a) internal pricing models;
- b) available market quotations;
- c) pricing obtained from liquidity providers or counterparties; or
- d) any other valuation method Agility considers appropriate in the circumstances.

All determinations made by Agility are binding on the Client in the absence of manifest error, which must be demonstrated by the Client.

Any loss, cost, or expense incurred by Agility in connection with the close-out is payable by the Client, and Agility may apply any Collateral or funds held to satisfy such amounts.

### **9.5 No Duty to Monitor**

Agility has no obligation to monitor the Client's positions, exposures, or Transactions for the benefit of the Client.

The Client is solely responsible for managing its own financial position, liquidity, and risk.

Any action taken by Agility to manage risk, including issuing Margin Calls, requesting Collateral, or closing out Transactions, does not create any duty or obligation for Agility to take similar or additional actions in the future.

## **10. Transaction Limits and Product Restrictions**

### **10.1 General Discretion**

Agility may impose limits on:

- a) transaction size;
- b) currencies;
- c) settlement methods; and

d) product types.

## **10.2 Tenor Limits**

Unless otherwise agreed in writing:

- a) Forward Contracts are subject to a maximum tenor of twelve (12) months;
- b) extensions beyond this period require Agility's approval; and
- c) such approval may be subject to additional conditions, including increased Collateral requirements.

## **10.3 Product Availability**

Agility may modify, restrict, or discontinue any product or Service at any time.

## **11. Client Obligations**

### **11.1 General Obligations**

The Client agrees to:

- a) comply with all applicable laws and regulations;
- b) use the Services only for lawful purposes;
- c) provide information and documentation reasonably requested by Agility; and
- d) cooperate with Agility in connection with compliance, risk management, and operational requirements.

### **11.2 Accuracy of Information**

The Client must ensure that all information provided to Agility:

- a) is complete, accurate, and not misleading; and
  
  
- b) is kept up to date at all times.

### **11.3 Funding and Liquidity**

The Client is solely responsible for:

- a) maintaining sufficient funds to meet its obligations;
- b) ensuring timely delivery of funds; and
- c) managing its exposure under all Transactions.

### **11.4 Prohibited Use**

The Client must not:

- a) use the Services for any unlawful or fraudulent purpose;
- b) engage in activity intended to conceal or misrepresent the nature of funds or Transactions; or
- c) attempt to circumvent Agility's compliance, risk, or monitoring controls.

## **12. Compliance and Regulatory Rights**

## **12.1 Compliance Controls**

Agility may take any action it considers necessary to comply with applicable laws, regulations, or internal policies, including:

- a) requesting additional information or documentation;
- b) delaying, blocking, or refusing Transactions;
- c) suspending Services; or
- d) terminating the relationship.

## **12.2 Sanctions and Legal Restrictions**

Agility may refuse or block any Transaction where it believes, in good faith, that:

- a) the Transaction may violate applicable sanctions or laws; or
- b) required compliance checks cannot be completed.

## **12.3 No Liability for Compliance Actions**

Agility is not liable for any loss arising from actions taken in good faith to comply with legal or regulatory obligations.

## **13. Default and Termination**

### **13.1 Events of Default**

Each of the following constitutes an Event of Default:

- a) failure to make any payment when due;
- b) failure to meet a Margin Call;
- c) breach of this Agreement;
- d) provision of false or misleading information;
  
- e) insolvency, bankruptcy, or similar proceedings; or
- f) any event that, in Agility's sole discretion acting in good faith, results in a material increase in risk or exposure.

Upon the occurrence of an Event of Default, all obligations of the Client may be declared immediately due and payable.

### **13.2 Consequences of Default**

Upon an Event of Default, Agility may, without notice:

- a) suspend or terminate Services;
- b) close out any Transactions;
- c) apply Collateral or funds held; and
- d) take any other action permitted under this Agreement.

### **13.3 Termination**

Agility may terminate this Agreement at any time.

The Client may terminate this Agreement by providing written notice, subject to:

- a) settlement of all outstanding Transactions; and
- b) satisfaction of all obligations.

Termination does not affect rights or obligations arising prior to termination.

## **14. Limitation of Liability**

### **14.1 General Limitation**

To the extent permitted by applicable law, including the Civil Code of Québec where applicable, Agility is not liable for:

- a) indirect, incidental, or consequential losses;
- b) loss of profits, revenue, or opportunity; or
- c) losses arising from market movements.

Nothing in this Agreement excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

### **14.2 Third-Party and System Risk**

Agility is not liable for losses arising from:

- a) failures or delays of banks or payment systems;
- b) communication failures; or
- c) events beyond its reasonable control.

### **14.3 Standard of Liability**

Agility's liability is limited to losses directly caused by its gross negligence or willful misconduct.

## **15. Indemnity**

The Client agrees to indemnify and hold harmless Agility from any loss, cost, expense, or liability (including reasonable legal fees) arising from:

- a) the Client's breach of this Agreement;
- b) the Client's use or misuse of the Services; or
- c) any act or omission of the Client or its Authorized Users.

## **16. Notices and Communications**

### **16.1 Delivery of Notices**

Notices may be delivered by:

- a) email;
- b) electronic platform; or
- c) other methods approved by Agility.

Notices sent to the Client's last known contact details are deemed validly delivered.

## **16.2 Deemed Receipt**

Notices are deemed received:

- a) when sent electronically, on the same Business Day; or
- b) if sent outside business hours, on the next Business Day.

## **17. Governing Law and Jurisdiction**

### **17.1 General**

This Agreement is governed by the laws of the jurisdiction applicable to the Client as follows:

- a) for Clients resident or domiciled in Québec, the laws of the Province of Québec and the federal laws of Canada applicable therein;
- b) for all other Clients, the laws of the Province specified by Agility and the federal laws of Canada applicable therein.

### **17.2 Québec Language Acknowledgment**

For Clients in Québec, the parties acknowledge that they have expressly requested that this Agreement and all related documents be drawn up in English.

Les parties reconnaissent avoir expressément demandé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

## **18. General Provisions**

### **18.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

### **18.2 Amendments**

Agility may amend this Agreement by providing notice to the Client.

Continued use of the Services constitutes acceptance of such amendments.

### **18.3 Assignment**

The Client may not assign this Agreement without Agility's consent.

Agility may assign this Agreement without restriction.

### **18.4 Severability**

If any provision is found to be invalid or unenforceable, the remaining provisions remain in full force.

### **18.5 No Waiver**

Failure by Agility to enforce any provision does not constitute a waiver of its rights.

### **18.6 Interpretation**

The parties acknowledge that this Agreement governs the provision of financial services and is intended to operate as a coherent and commercially reasonable framework.

Each provision shall be interpreted in a manner that gives effect to its purpose and practical effect, except where such interpretation is not permitted under applicable law.