



AGILITY FOREX LTD. INDIVIDUAL CLIENT TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

“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 on their behalf.

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

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

“Client” means the individual entering into this Agreement.

“Services” means the foreign exchange and payment services provided by Agility.

“Transaction” means any foreign exchange transaction or payment instruction executed under this Agreement.

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 General Framework

This Agreement establishes a continuous contractual framework governing the Client’s use of Agility’s Services, including:

- a) spot foreign exchange transactions;
- b) domestic and international payment services; and
- c) related settlement and conversion services.

All Transactions form part of this Agreement.

Agility’s records, including electronic records, shall constitute conclusive evidence of Transactions in the absence of manifest error.

2.2 Separate Agreements for Certain Services

Certain Services, including foreign exchange forward transactions or hedging products, may be made available only to approved Clients and are governed by separate agreements.

No such Transactions will be entered into unless the Client has executed the applicable agreement.

2.3 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.

2.4 Transaction Integration

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, this Agreement prevails unless expressly agreed otherwise.

3. Client Representations, Warranties and Acknowledgements

3.1 Capacity and Authority

The Client represents and warrants that:

- a) they are of the age of majority in their jurisdiction;
- b) they are acting on their own behalf and not as agent or intermediary;
- c) they have full legal capacity to enter into this Agreement; and
- d) all information provided is complete, accurate, and not misleading.

3.2 Ongoing Accuracy

The Client agrees to promptly notify Agility of any material change to information previously provided. **3.3 Independent Decision-Making**

The Client acknowledges and agrees that:

- a) Agility is not acting as an advisor, fiduciary, 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 solely responsible for assessing the suitability and risks of each Transaction.

3.4 Personal Use and Conduct

The Client agrees that:

- a) the Services are intended for personal use;

- b) Transactions will be entered into for legitimate personal purposes; and
- c) the Services will not be used for speculative trading, investment activity, or unlawful

purposes. **3.5 Sanctions Representation**

The Client represents and warrants that they are not a sanctioned person and are not acting on behalf of any person subject to applicable sanctions laws.

4. Account Operation and Instructions

4.1 Instructions

The Client may provide instructions through channels approved by Agility, including electronic platforms, email, or telephone.

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

4.2 Reliance on Instructions

Agility is entitled to rely on and act upon any instruction without further verification. The Client is responsible for any loss arising from:

- a) unauthorized access;
- b) errors in instructions; or
- c) fraud originating from the Client's systems or communications,

except where directly caused by Agility's gross negligence or willful misconduct.

4.3 Instruction Errors

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

Agility is not responsible for losses arising from incorrect or incomplete instructions provided by the Client.

Where an error is directly caused by Agility, Agility will take reasonable steps to correct the error, and such correction shall constitute the full extent of Agility's liability, except where otherwise required by applicable law.

Failure by the Client to notify Agility of an error within a reasonable time constitutes acceptance of the Transaction.

4.4 Refusal or Delay

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

- a) the instruction is incomplete or unclear;
- b) required funds have not been received;
- c) compliance requirements are not satisfied; or
- d) risk concerns arise.

4.5 Recording of Communications

The Client acknowledges and agrees that communications between the Client and Agility, including telephone conversations and electronic communications, may be recorded and retained by Agility

and may be used as evidence in the event of any dispute.

5. Products and Services

5.1 Foreign Exchange Transactions

Agility provides spot foreign exchange services.

Transactions become binding once accepted and confirmed.

Exchange rates are valid only at the time quoted.

A Transaction may be entered into via electronic platform, email, or telephone and becomes legally binding upon acceptance by Agility through such channel, whether or not a confirmation has been received by the Client.

5.1(c) Confirmation

A Transaction shall not be invalidated due to any failure or delay in the delivery of a confirmation. In such circumstances, Agility's records shall prevail in the absence of manifest error.

5.2 Payment Services

Agility may execute domestic and international payment instructions.

The Client acknowledges that:

- a) payments may be processed through third-party financial institutions;
- b) processing times are estimates only; and
- c) intermediary institutions may delay or deduct amounts.

Agility is not responsible for such delays or deductions.

5.3 Third-Party Payments

The Client is responsible for:

- a) the accuracy of beneficiary details; and
- b) ensuring the legitimacy of any third-party payment.

Agility may request supporting documentation or refuse such payments at its discretion. **5.4 Risk Acknowledgment**

The Client acknowledges that foreign exchange transactions involve risk, including losses resulting from adverse exchange rate movements.

Market conditions may change rapidly and without warning.

Agility does not guarantee the outcome of any Transaction.

5.5 No Investment Advice

Agility provides execution-only services and does not provide investment advice or recommendations.

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) all applicable fees, charges, or spreads.

All pricing is final once confirmed.

6.2 Payment Obligations

The Client must deliver Cleared Funds:

- a) in the required amount and currency; and
- b) within the timeframe specified by Agility.

6.3 Settlement

Agility will process Transactions once Cleared Funds are received.

Agility may delay settlement for operational, compliance, or risk reasons.

6.3.1 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.

6.4 Failed or Late Funding

If the Client fails to provide funds:

- a) the Transaction may be cancelled or reversed;
- b) Agility may recover any resulting costs or losses from the Client.

6.5 Third-Party Charges

Agility is not responsible for fees or conversions applied by third parties.

7. Funding Methods

7.1 General

The Client must use funding methods approved by Agility.

7.2 Pre-Authorized Debits

Pre-authorized debit services may be available to certain Clients.

Pre-authorized debit services are not available to Clients resident in Québec.

8. Compliance and Regulatory Rights

8.1 Compliance Controls

Agility may take any action necessary to comply with applicable laws and regulations, including: a) requesting additional information;

- b) delaying, blocking, or refusing Transactions;
- c) suspending Services; or
- d) terminating the relationship.

Agility may freeze, block, or restrict access to funds or Services where required to comply with applicable laws or regulatory obligations.

8.2 Sanctions and Legal Restrictions

Agility may refuse or block any Transaction where it believes, in good faith, that applicable laws or sanctions may be violated.

8.3 No Liability for Compliance Actions

Agility is not liable for losses arising from compliance-related actions taken in good faith.

9. Suspension and Termination

9.1 Suspension

Agility may suspend Services immediately where:

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

9.2 Termination

Agility may terminate this Agreement at any time.

The Client may terminate by providing notice, subject to completion of all Transactions.

Termination does not affect any rights or obligations arising from Transactions entered into prior to termination, which shall continue until fully performed.

10. Limitation of Liability

10.1 General Limitation

To the extent permitted by applicable law, including the Civil Code of Québec, Agility is not liable for: a) indirect or consequential losses;

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

Nothing in this Agreement excludes liability where prohibited by law.

10.2 Third-Party and System Risk

Agility is not liable for failures of banks, payment systems, or communication systems. **10.3 Standard of Liability**

Agility is liable only for losses directly caused by its gross negligence or willful misconduct.

Where applicable, correction of an error by Agility shall constitute the full extent of Agility's liability, except where otherwise required by law.

11. Indemnity

The Client agrees to indemnify Agility for losses arising from:

- a) the Client's breach of this Agreement; or
- b) the Client's use or misuse of the Services.

12. Notices and Communications

Notices may be delivered by email, electronic platform, or other communication methods approved by Agility.

Notices are deemed received on the same Business Day if sent during normal business hours, or on the next Business Day if sent outside such hours.

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

delivered. **12.1 Records as Evidence**

Agility's records, including electronic records, recordings, and transaction logs, shall constitute conclusive evidence of the existence and terms of any Transaction in the absence of manifest error.

13. Governing Law and Jurisdiction

13.1 General

This Agreement is governed by:

- a) the laws of Québec for Clients resident in Québec; and
- b) the applicable provincial laws of Canada for all other Clients.

13.2 Québec Language

The parties confirm that they have expressly requested that this Agreement and all related documents be drafted in English.

14. General Provisions

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the Client and Agility and supersedes all prior agreements, understandings, or representations.

14.2 Amendments

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

Continued use of the Services constitutes acceptance of such amendments.

14.3 Assignment

The Client may not assign or transfer this Agreement without Agility's prior written

consent. Agility may assign or transfer this Agreement without restriction.

14.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.5 No Waiver

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

14.6 Interpretation

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