FUSION MARKETS

Financial Product Service Terms

FMGP Trading Group Pty Ltd trading as Fusion Markets (Fusion Markets)

ABN: 74 146 086 017
AFSL: 385620
Date: December 2026

FMGP Trading Group Pty Ltd (ABN 74 146 086 017) trading as Fusion Markets, is the issuer of the Fusion Markets Products described in this communication. Trading in Fusion Markets Products involves the potential for profit as well as the risk of loss which may vastly exceed the amount of your initial deposit and is not suitable for all investors. You should read all of these Financial Product Service Terms, the Product Disclosure Statement (PDS) and the Financial Services Guide (available on our website) carefully, consider your own financial situation, needs and objectives for investing in these Fusion Markets Products and obtain independent financial advice.

Contents

1. Definitions and Interpretation 3
2. This Agreement 9
3. Our Services 10
4. Your representations and warranties 10
5. Use of Personal Information 13
6. Legal Entity Identifier 13
7. Appointment of Authorised Persons 14
8. Formation of a Contract 15
9. Providing instructions 16
10. Method and timing of payment 19
11. Credit Limits 19
12. Authorisation Limits 20
13. Interest Charges on Open Positions 20
14. Margin Cover 21
15. Forced Liquidation 21
16. Division events 22
17. Set off against monies owed 22
18. Delay 23
19. Rates 23
20. Material Error 23
21. Deduction of Intermediary/Receiving Bank Fees 23
22. Circumstances beyond Fusion Markets' Control 23
23. Fees and charges 24
24. Client monies and trust account 27
25. Payments into your Account 27
26. Rolling over Open Positions 29
27. Dispute Resolution 29
28. Tape recordings 29
29. Anti-Money Laundering and Counter-Terrorism Financing 30
30. Limitation of liability, indemnities & Payments 31
31. Default 34
32. Fusion Markets' rights to close, void or enforce Contracts 34
33. Termination 35
34. Amending these Terms 35
35. Notices 36
36. Appointment of Fusion Markets as attorney 37
37. General 37

1. Definitions and Interpretation

1.1 In these Terms, unless inconsistent with the subject matter or context, the following words and expressions shall have the meaning set out below:

Account means an account held in your name or for your benefit with Fusion Markets including all Trading Accounts and Contracts recorded in them, for the purposes of these Terms.

Account Currency means the currency that the Trading Account is denominated in.

Equity means the current value of your Trading Account i.e. net worth of funds in the Account, which is calculated by Fusion Markets by combining: a) the balance of the account being the deposit / withdrawals and closed trade profit and loss; and b) the floating (unrealised) profit / loss (positive/negative) of the Open Positions net of fees, charges and costs.

Applicable Laws means the statutes, regulations and general law of Australia as varied from time to time.

Application Form means the application form by which a person applies to become a Client of Fusion Markets and to open an Account. It can be in electronic form.

ASIC means Australian Securities and Investments Commission.

AUD, Australian Dollars and $ means the lawful currency of the Commonwealth of Australia.

Authorised Person means the person (if any) described as your authorised agent in the Application Form or another person notified by you to us under clause.

Base Currency means the first currency represented in a currency pair in respect of a Spot FX OTC Contract.

Base Rate means the amount nominated by Fusion Markets for this term from time to time, as notified to you (including through the Online Trading Platform) or posted on its website.

Business Day means a day (other than a Saturday or Sunday or public holiday) on which banks and foreign exchange markets are or will be open for business in Sydney.

Calculation Time means the time that Fusion Markets performs the calculation for a Finance Charge Adjustment or a Finance Credit Adjustment, the time generally being 5:00 p.m. New York time (but any specific time will be advisable through the Trading Conditions).

Claim means any or all, actual or potential claim, action, complaint, suit, cause of action, arbitration, debt due, costs, claim, entitlement, allegation, demand in respect of damages and any other benefit verdict and judgment whether both at law or in equity or arising under the provisions of any statute, award or determination whether known at the date of these Terms or not.

Client means the person who is (or persons who are) recorded as having an Account.

Close Out, Closed Out and Closing Out in relation to a Contract means discharging or satisfying the obligations of the Client and Fusion Markets under the Contract and this includes matching up the Contract with a Contract of the same kind under which the Client has assumed an offsetting opposite position.

Contract means any contract between you and Fusion Markets as principal to enter into a derivative contract based on the value of an Underlying Instrument (such as a currency, commodity or an index). Any Contract entered into between you and Fusion Markets is subject to these Terms.

Contract Fee means the fee or commission from time to time specified by Fusion Markets to be the amount payable by you to Fusion Markets in respect of each Contract.

Contract Size means the standard volume per 1 Lot expressed either in ounces or number of contracts.

Corporations Act means the Corporations Act 2001 (Commonwealth) and regulations made under it, as amended from time to time.

Credit Limit means the limit on the total amount of credit that Fusion Markets will provide to you.

Default Event means any acts or omissions on the part of: a) the Client; b) an Authorised Person; or c) the Client or Authorised Person's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools) which in Fusion Market's sole discretion, are deemed as being: a) negligence; b) mistake; c) wilful misconduct including: 1. commission churning; 2. sniping; 3. causing or contributing to or benefiting from a Material Error; 4. moving the price of an Underlying Instrument; 5. scalping; 6. arbitraging off-market pricing; 7. money laundering; 8. different accounts being traded by one trader simultaneously; 9. churning; 10. trading patterns such as risking all the trading equity in large one-directional trades; 11. use of excessive leverage; 12. same electronic identification point with other Clients or communication with other Clients; 13. placement of opposing orders so as to abuse guaranteed fill. d) A breach of any provision, obligation, warranty or representation made under these Terms (including any information provided to Fusion Markets in connection with these Terms that is or has become untrue or misleading; e) A failure at any time or for any period deemed reasonable by Fusion Markets to respond to any Notice or correspondence from Fusion Markets; f) taking advantage of what Fusion Markets considers to be abnormal trading conditions; or g) the violation of any law.

Division Event means any event having, or with the potential to have, a diluting or concentrating effect on the value of, or the effect of changing the nature of, any underlying instrument not based on shares (including but not limited to digital currency) whether temporary or otherwise.

Finance Charge means a charge payable in accordance with clause 22. This may be referred to as an “interest charge”, “swaps” or “interest debit” on the Online Trading Platform, the relevant PDS or elsewhere.

Finance Charge Adjustment and Finance Credit Adjustment mean the amount charged or credited (as applicable) to your Account by Fusion Markets for Contracts. This may be referred to as an “interest charge adjustment”, “interest debit adjustment”, “interest credit adjustment”, “swaps” or any other applicable term on the Online Trading Platform, the relevant PDS or elsewhere.

Force Majeure Event means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of Fusion Markets' machinery or systems, including any unavailability, outage, forced update, restriction, suspension or removal of the Fusion Markets mobile application by an app store operator (such as the Apple App Store or Google Play), or any failure, incompatibility or malfunction of a client's mobile device, mobile operating system or mobile network connectivity, unless occurring as a result of an act, omission, default or negligence of the Client or Fusion Markets.

Foreign Exchange means currency including Australian Dollars and foreign currency and cryptocurrency (or digital token).

Fusion Markets means FMGP Trading Group Pty Ltd trading as Fusion Markets ABN 74 146 086 017, AFSL 385620.

Fusion Markets Products means an OTC Contract issued by Fusion Markets under these Terms to Clients.

Fusion Markets Trust Account means an account (however named or styled) maintained by Fusion Markets for the purposes of the Corporations Act to hold client monies.

General Advice is as defined in the Corporations Act, as varied from time to time.

Hedge Counterparty means an entity that Fusion Markets enters into hedge contracts with to manage Fusion Markets' exposure to Fusion Markets Products.

Initial Margin means the amount which you are required to pay to Fusion Markets as Margin for any Contract which you propose to enter into.

Insolvency Event means any of the following: a) an order, or an application for an order, is made by or to a court: 1) that a corporate Client be wound up; or 2) appointing a liquidator or provisional liquidator for a corporate Client; b) a liquidator, provisional liquidator or controller is otherwise appointed to a corporate Client; c) a resolution is passed to appoint an administrator to a corporate Client; d) a corporate Client enters into a deed of arrangement or propose a reorganisation, moratorium or other administration involving all or any of the Client's creditors; e) a corporate Client is dissolved or wound up in any other way; f) the Client is unable, or states that they are unable, to pay their debts as and when they fall due, or otherwise states that they are insolvent; g) the Client seeks or obtains protection from any of their creditors under any legislation; h) the Client commits an act of bankruptcy as defined in the Bankruptcy Act 1966 (Cth) as varied from time to time; i) a bankruptcy petition is presented in respect of the Client or, if the Client is a member of a partnership, in respect of one or more of the partners; j) any security interest becomes enforceable against the Client and the beneficiary of that security interest takes steps to enforce the security or charge; or k) any other event having substantially the same legal effect as the events specified in paragraphs (a) to (j) above.

Instructions has the meaning given to it in clause 8.2.

Intellectual Property means the trade marks, designs, patents and copyrights of the parties to these Terms.

JPY means the lawful currency of Japan.

Limit Order has the meaning set out in the PDS.

Long Party means the party to a Contract who is treated as having notionally bought the Underlying Instrument (or, in the case of an index OTC Contract, a right in respect of payment arising from a change in the level of an index).

Loss means a damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Lot means the unit that represents the volume of a Contract taking into consideration the Contract Size. It can be represented as a portion of a Lot subject to the minimum lot size, for example, 0.1 of a lot being referred to as a mini Lot or (0.01 of a Lot) being referred to as a micro Lot. For example, 1 Lot in EUR/USD equals 100,000 EUR being the Base Currency unit and 0.1 Lot is therefore 10,000 units of Base Currency.

Margin means the amount of money (or money's worth) paid to Fusion Markets and credited to your Account as Margin.

Margin Level means the Equity to Margin ratio calculated as Equity divided by Margin.

Margin Closeout Level means the Margin Level that must be maintained before there might be automatic Close Out of all or some of your Open Positions set out on the Online Trading Platform, the relevant PDS or elsewhere.

Margin Cover means the amount of Margin available for margin trading on your Account. It is calculated by Fusion Markets by subtracting from the Equity the required Margin.

Material Error means a liquidity provider, Hedge Counterparty or Fusion Markets error, a software error, a typographical error, an off-market price or obvious mistake in a Contract, Underlying Instrument, quote or indication and includes quoting delays.

Mobile Application means the Fusion Markets mobile application (however named on the relevant app store) made available by Fusion Markets for use on smartphones and tablets, through which a Client, Authorised Person or attorney may access their Account, view prices, place Orders, receive Notices and otherwise use the Online Trading Platform. Except where the context requires otherwise, a reference in these Terms to the Online Trading Platform includes the Mobile Application.

Online Trading Platform is defined in clause 9.1. This may be referred to as an “Electronic Trading Platform” or as the actual name of the electronic trading platform in a PDS or on Fusion Markets' website, and includes the Mobile Application.

Open Position means, at any time, a Contract which has not been Closed Out, or settled prior to the time agreed for settlement.

Order means any order placed by you to enter into a Contract.

OTC Contract means an over the counter contract to pay or receive the change in value of the Underlying Instrument (e.g. a currency pair, share index, commodity or cryptocurrency) depending on whether the price rises or falls.

Personal Advice is as defined in the Corporations Act 2001 (Cth) as varied from time to time.

Personal Information is as defined in the Privacy Act 1988 (Cth) as varied from time to time.

Point Value means the smallest increment by which a unit of currency, index level or a commodity contract changes and is quoted depending on the number of decimal places in which the currency or index is quoted. For example, in the case of a Foreign Exchange Contract, a USD/JPY Foreign Exchange Contract is quoted with only three decimal places therefore the point is on the third decimal place.

Price means, in relation to a Contract, the price or rate quoted by Fusion Markets as finally determined when an Order is implemented.

Realised/Unrealised Loss means: a) (realised loss) – the amount by which the value of an Open Position on Close Out is less than the value of the Open Position when the Open Position was last valued or if the Open Position has never been valued previously, it is the value when the position was opened; and b) (unrealised loss) – the amount by which the value of an Open Position (not on Close Out) is less than the value of the Open Position when it was last re-valued or if the Open Position has never been valued previously, it is the value when the position was opened.

Realised/Unrealised Profit means: a) (realised gain) - the amount by which the value of an Open Position on Close Out is more than the value of the Open Position when the Open Position was last valued or if the Open Position has never been valued previously, the value when the position was opened; and b) (unrealised gain) – the amount by which the value of an Open Position (not on Close Out) is more than the value of the Open Position when it was last re-valued or if the Open Position has never been valued previously, the value when the position was opened.

Registered Office means the registered office of Fusion Markets as notified to ASIC.

Related Entity is as defined in the Corporations Act.

Representative is as defined in the Corporations Act.

Security Information means any of your email address, logon code, password or trading password.

Senior Officer means the Chief Executive Officer, Managing Director or “officer” as defined in the Corporations Act 2001 (Cth) of Fusion Markets and/or the Client, and in the case of Fusion Markets, includes an employee, director or consultant nominated by Fusion Markets as the Complaints Officer.

Short Party means the party to a Contract (including an OTC Contract) who is treated as having a financial outcome similar to having effectively sold the Underlying Security.

Sophisticated Investor means a person who would be a Wholesale Client only through the application of section 761GA of the Corporations Act.

Stop Loss Order has the meaning set out in the PDS.

Terms means these Financial Product Service Terms.

Trading Account means trading accounts established under these Terms for trading purposes. Each is part of the same Account you have with Fusion Markets.

Trading Conditions means the operating conditions for trading on the Online Trading Platform from time to time, including any pricing, leverage ratios, parameters for Orders, details of calculations of fees, charges and costs or limits to or features of Contracts.

Trading Day means any day in which markets are open.

Trailing Stop Order has the meaning set out in the PDS.

Underlying Instrument means the product which is used as the basis for calculations of prices for your Fusion Markets Products, such as foreign currency pairs, indices, metals, Cryptocurrencies or other commodities (or any combination of one or more of those).

USD means United States dollar or the lawful currency of the United States of America.

We, us or our means FMGP Trading Group Pty Ltd trading as Fusion Markets ABN 74 146 086 017 and its successors and assignees.

Wholesale Client has the same meaning as in section 761G of the Corporations Act but does not include a Sophisticated Investor.

You means the Client, being the person or persons in whose name we open an Account (including any Authorised Person), following our acceptance of an application by that person or those persons, together with its: a) subsidiaries, affiliates, successors and/or assigns; and b) officers, directors, employees and agents.

1.2 The following rules also apply in interpreting this document, except if the context makes it clear that a rule is not intended to apply.

- a) Headings used in these Terms are used for convenience only, and do not affect interpretation.
- b) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- c) A singular word includes the plural and vice versa.
- d) A word which suggests one gender includes the other gender.
- e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- f) A reference to time is to local time in Sydney, New South Wales, unless otherwise specified.

- g) Anything permitted to be done by Fusion Markets in accordance with these Terms may be done in its absolute discretion, and any opinion or view required to be formed by Fusion Markets may be formed in its absolute discretion.
- h) For the avoidance of doubt, time will continue to run on days which are not Business Days.

2. This Agreement

2.1 This is a master agreement and sets out the terms and conditions in respect of any future Contracts between you and Fusion Markets, relating to either or both of the:

- a) provision of General Advice to the Client; and
- b) execution of Contracts relating to foreign exchange, commodities, indices and cryptocurrencies.

2.2 These Terms includes the Fusion Markets Application Form and the PDS that may have been exchanged and/or executed between the parties. However, in the event of any inconsistency between these Terms and other contracts or documents, exchanged and/or executed between you and Fusion Markets, the PDS shall prevail to the extent of the inconsistency, and with respect to any other inconsistency, these Terms shall prevail.

2.3 In the event of any inconsistency between the English language version of each of the documents described in clause 2.2 above and their translated equivalent in any other language, the English language version shall prevail, to the extent of any inconsistency.

2.4 These Terms will apply to you in respect of your Account from the earlier of:

- a) the time Fusion Markets accepts your Application Form in respect of a particular Fusion Markets Product or financial service;
- b) the time Fusion Markets otherwise agrees to provide the Fusion Markets Product or financial service to you; or
- c) the time you first place an Order in respect of a Fusion Markets Product with Fusion Markets or otherwise instruct Fusion Markets to provide the financial service to you.

2.5 You acknowledge and agree that you have received, read and understood all documentation provided to you by us including these Terms and any PDS in relation to any Fusion Markets Products which you request Fusion Markets to make available to you in relation to your Account. You authorise Fusion Markets to open an Account for you.

2.6 You acknowledge that you have received, read and understood our Financial Services Guide (FSG). Our FSG may change from time to time. A copy of the current FSG can be obtained on our website or directly from us on request.

2.7 You acknowledge that all dealings in Fusion Markets Products and the performance by us of our obligations under these Terms are subject to the Applicable Laws.

2.8 You acknowledge that we will not provide legal, tax, financial or accounting advice to you as part of the services that we provide to you in accordance with these Terms.

2.9 You acknowledge that we do not act in a fiduciary capacity and Fusion Markets does not owe any fiduciary obligations to you in respect of its services provided to you in connection with these Terms except as expressly stated in these Terms.

3. Our Services

3.1 Fusion Markets provides General Advice and execution-only foreign exchange, commodities, cryptocurrency, index and other market derivatives trading services. If Fusion Markets provides General Advice to you then you acknowledge that the advice is general only and does not consider your personal objectives, circumstances or needs. You must consider your own objectives, circumstances or needs, as well as the relevant PDS and FSG, before making a decision to use Fusion Market's services. General Advice is provided without charge.

3.2 Under no circumstances will Fusion Markets provide Personal Advice to you.

3.3 If you do not fully understand the risks associated with Fusion Markets' services, then you should not use our services.

4. Your representations and warranties

4.1 You warrant that in the case of:

- a) an individual or more than one individual, you are of full age and capacity; and
- b) a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into these Terms,

4.2 You warrant that all Contracts made under these Terms are, and will, constitute legally binding and enforceable obligations of you.

4.3 If you enter into these Terms in your capacity as trustee of a trust, you make the following representations and undertakings:

- a) the relevant trust instrument is valid and complies with all Applicable Laws which apply to the Client;
- b) you are properly appointed as trustee of the trust;
- c) you have a right of indemnity from the trust assets in respect of these Terms and the Contracts contemplated by it;
- d) you will comply with your duties as trustee of the trust;
- e) you will not do anything which may result in the loss of your right of indemnity from the trust assets;
- f) if you are replaced or joined as trustee, you will make sure the new trustee becomes bound to Fusion Markets' satisfaction by these Terms and any other agreement relating to a Contract contemplated by these Terms to which you are expressed to be a party, or by a document which is identical in effect;
- g) you will not resell, set aside or distribute any of the assets of the trust without Fusion Markets' written consent unless compelled to do so by the trust instrument;
- h) you will not amend or vary the trust instrument without Fusion Markets' written consent; and
- i) if you are not the sole trustee of the trust, it is a requirement that each and every trustee agrees in writing to be bound by these Terms and by any Contracts entered into in connection with these Terms.

4.4 You represent and warrant to Fusion Markets that:

- a) you have read and understood these Terms, the PDS and the FSG;

- b) at all times you will be able to make payments and fulfil all commitments on your part arising under these Terms and under the conditions applicable to dealings between you and Fusion Markets;
- c) execution and delivery by you of these Terms, and performance of all of your obligations contemplated under these Terms, does not violate any of the Applicable Laws that are applicable to you;
- d) all information provided by you to Fusion Markets is true in all material respects as at the date of these Terms or, if later, when the information is provided. You will notify Fusion Markets promptly of any changes to such information. The information provided by you, your conduct or the conduct of anyone acting on your behalf in relation to the Contracts contemplated by these Terms, was or is misleading, by omission or otherwise;
- e) You shall make ongoing disclosure to Fusion Markets of any matters that may affect the operation of these Terms or of the ability of the Client to pay margin calls or to remain solvent;
- f) you will provide to Fusion Markets on request such information regarding your financial and business affairs and identity, as Fusion Markets may reasonably require;
- g) you are not restricted by any Applicable Laws from using Fusion Markets' Online Platforms or its services;
- h) the funds used by you are funds that you are entitled to use, and are not derived from illegal sources;
- i) the information on the Online Platforms will not be used for unlawful or unauthorised purposes.
- j) you will not “deep-link” the Fusion Markets website, resell or permit access to the Fusion Markets website to others or copy any materials appearing on the Fusion Markets website for resale or for any other purpose without the prior written consent of Fusion Markets.

4.5 You acknowledge that:

- a) Fusion Markets will enter into the Contracts contemplated by these Terms in reliance on the representations and warranties made by you; and
- b) Fusion Markets does not act in a fiduciary capacity in relation to you and Fusion Markets does not owe any fiduciary obligations to you in respect of its services provided in connection with these Terms;
- c) Fusion Markets is not required to act in accordance with your instructions if in Fusion Markets' opinion to do so would or could constitute a breach by it or its agent or Hedge Counterparty of the Corporations Act or any other Applicable Laws;
- d) Fusion Markets acts as principal in respect of the Fusion Markets Products issued by Fusion Markets;
- e) Fusion Markets provides General Advice and execution-only services and the final investment decision is always your own; and
- f) if Fusion Markets provides advice to you then that advice is general only and does not consider your personal objectives, circumstances or needs.
- g) a notice issued by an authorised officer or agent of Fusion Markets stating the amount of money due and payable by you will be taken as conclusive evidence of notice except only in the case of Manifest Error;
- h) Fusion Markets Products traded on the Online Platform will not be settled by the physical or deliverable settlement of the Underlying Security on their Value Date - depending on the Fusion Markets Product, they are generally rolled or “swapped” indefinitely until Closed Out (see the relevant applicable Trading Conditions); and
- i) an Open Position must remain open for the minimum period of time as determined by Fusion Markets and cannot be Closed Out by you during this period.

4.6 All representations, warranties and acknowledgments given by you under these Terms are taken to have been made at the time you complete the Application Form and are taken to have been repeated by you:

- a) each time you place an Order with us;
- b) each time you enter into a Contract with us; and
- c) each time we do anything or refrain from doing something under these Terms or as contemplated by these Terms in connection with your Account or any Contract.

4.7 If you are comprised of two or more legal persons then a reference to a right or obligation of yours under these Terms or under a Contract confers that right or imposes that obligation, as the case may be, jointly and severally on those persons.

5. Use of Personal Information

5.1 Personal Information collected by Fusion Markets is treated as confidential and is protected by the Privacy Act (Cth) 1988. Fusion Markets will only collect Personal Information which is necessary to perform the services contemplated by these Terms.

5.2 Fusion Markets will treat your Personal Information in accordance with its privacy policy, which you may obtain by contacting Fusion Markets or on the Fusion Markets website.

5.3 Fusion Markets will use reasonable precautions to maintain the confidentiality of information Fusion Markets receives from you and material and/or data you provide, create, input or develop in connection with your use of the Fusion Markets services. Nonetheless, because such information, material and/or data may be provided through the Internet you hereby acknowledge and agree that Fusion Markets cannot assure that such information, material and/or data will continue to be confidential.

5.4 You accept the risk of a third party receiving confidential information concerning you and specifically release and indemnify Fusion Markets from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from you intended to be provided to Fusion Markets or from Fusion Markets intended to be provided to you.

5.5 You acknowledge and agree that Fusion Markets may disclose your name and other personal and financial information about you, and any relevant details of an Authorised Person, to its employees, Representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Fusion Markets services, or to comply with Applicable Laws.

5.6 The information provided on Fusion Markets' Online Platforms is to be used for the purpose of your trading with Fusion Markets only, and not for any other purposes. Using Fusion Markets Online Platforms does not transfer intellectual property rights to you.

5.7 In appropriate cases all communications and information concerning you held by Fusion Markets, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, you agree to comply with all applicable money laundering and counter terrorism financing laws, including, but not limited to, the requirement to obtain or provide satisfactory evidence of the identity of any person whom you may represent in any Contract entered into with Fusion Markets.

5.8 Where you access your Account through the Mobile Application, Fusion Markets (or the relevant app store) may request permission to access certain features of your device, such as your camera (for example, to verify your identity or capture documents as part of client identification) or biometric sensors (for example, fingerprint or facial recognition used to secure log-in, as described in clause 9.5). Fusion Markets will only request the device permissions reasonably necessary to provide the Mobile Application's functionality, and you may decline a permission request, though this may limit your ability to use certain features of the Mobile Application. This clause is in addition to, and does not limit, Fusion Markets' privacy policy referred to in clause 5.2.

6. Legal Entity Identifier

6.1 In order to comply with the ASIC Derivative Contracts Rules (Reporting), Fusion Markets must obtain a Legal Entity Identifier (LEI) from all legal entities that trade with it.

6.2 If you are a legal entity:

- a) you consent to Fusion Markets obtaining a LEI on your behalf; and

- b) passing on the cost of obtaining a LEI to you, by charging it to your Account, together with Fusion Markets' reasonable administration costs in obtaining the LEI.

7. Appointment of Authorised Persons

7.1 Fusion Markets may accept your authorisation of another person (Authorised Person) to give instructions, enter into Contracts and place Orders on your behalf. You must notify Fusion Markets in your Application Form or otherwise in writing in a way permitted by Fusion Markets of any such authorisation, setting out the full name, telephone number, fax number, email address and signature of that person and any other information required by Fusion Markets to identify the Authorised Person.

7.2 You shall immediately notify Fusion Markets when:

- a) any new person becomes an Authorised Person; or
- b) any existing Authorised Person is no longer entitled to be an Authorised Person. Upon Fusion Markets receiving such a Notice, the change in Authorised Person will be effective immediately. However, the Notice shall not affect any Contracts already executed.

7.3 If a new person is appointed as an Authorised Person, the notice given to Fusion Markets must include the full name, telephone number, fax number, email address and specimen signature of that person. Fusion Markets may verify the identity of the new Authorised Person including by requesting additional information.

7.4 You may appoint an attorney (under a power of attorney in the relevant jurisdiction) to give instructions and place orders on your behalf or otherwise to do anything which you are entitled to do in connection with or under these Terms. You must notify Fusion Markets in writing of any such appointment setting out the attorney's details. You must provide Fusion Markets with a written power of attorney. Fusion Markets may accept or reject this power of attorney in its sole discretion.

7.5 If you are a corporation or other legal entity, Fusion Markets may allow you to authorise a person (who is by that authorisation an Authorised Person) or an attorney to do anything which you are entitled to do under these Terms, including on conditions determined by Fusion Markets.

7.6 Any appointment of an Authorised Person shall remain in full force and effect as an appointment in writing required by these Terms unless and until Notice of cancellation of appointment and/or replacement has been delivered to Fusion Markets' registered office.

7.7 All Instructions given and accepted by an Authorised Person will be deemed to be Instructions authorised by you and shall be binding upon you.

7.8 Until you have provided a Notice to Fusion Markets to the contrary, Fusion Markets may continue to assume that all existing Authorised Persons have authority to execute legally binding Contracts with Fusion Markets.

7.9 You hereby indemnify and agree to hold Fusion Markets harmless in respect of any loss incurred by an Authorised Person or attorney entering into any Contract contemplated under these Terms.

7.10 You will take reasonable steps to ensure that each Authorised Person complies in full with these Terms.

7.11 Fusion Markets reserves the right at any time to refuse the appointment or continuation of an Authorised Person without reason.

8. Formation of a Contract

8.1 When you, an Authorised Person or an attorney, contact Fusion Markets by either telephone, electronically, including via the Mobile Application or otherwise via the Internet, Fusion Markets may, but is not obligated to, ask you for or clarify the following information where applicable:

- a) your account number;
- b) further identification details;
- c) the Contract type (e g foreign currency commodity indices or cryptocurrencies);
- d) whether the Contract is to buy or sell;
- e) the number of Contract; and
- f) for Contract orders, the order type, the order price and the order expiry date.

8.2 Collectively, though not exhaustively, the information referred to in clause 8.1 or any portion thereof, constitutes the “Instructions”.

8.3 Fusion Markets will immediately provide you with, either verbally or via the Internet, prices at which the relevant Contract can be purchased or sold. These are the “Trade Contract Terms”.

8.4 If you, an Authorised Person or an attorney, then indicate by either telephone, or by clicking the relevant button (e.g. an “buy” or “sell” button) on the Online Platform that they accept the Trade Contract Terms (“Acceptance”) then Fusion Markets shall have a discretionary right to create a Contract within a reasonable time after receiving the Instructions. If Fusion Markets exercises this right, then a Contract is formed between you and Fusion Markets. When a Contract is created the parties shall become bound by the content of the relevant Trade Contract Terms and these Terms.

8.5 If Fusion Markets declines to exercise the right to create a Contract, Fusion Markets shall not be obliged to:

- a) give a reason for declining; or
- b) notify you that Fusion Markets has not created a Contract with you.

8.6 You shall indemnify Fusion Markets for any error made by you, an Authorised Person or an attorney in providing Instructions to Fusion Markets.

9. Providing instructions

9.1 If you, an Authorised Person or an attorney use Fusion Markets' online trading system (Online Trading Platform), you confirm and accept the following:

- a) you may be able to enter into Contracts at the rates and/or prices quoted on the Online Trading Platform
- b) all Contracts must be completed using the Security Information allocated to you by Fusion Markets and valid entry of such Security Information will constitute an authorisation by you to complete the Contract specified irrespective of whether the Security Information is entered by an Authorised Person or an attorney.
- c) You must ensure that the Security Information is kept secure and confidential. You must also ensure that each Authorised Person or attorney to whom Security Information is provided, will keep them secure and confidential. You will advise Fusion Markets immediately if you have any reason to believe that the Security Information allocated to you, an Authorised Person or an attorney has not been kept secure and confidential.
- d) you must ensure that no unauthorised person is able to use the Security Information. As part of this obligation you must ensure that each Authorised Person and attorney quits the internet browser after using the Online Trading Platform.
- e) Fusion Markets may taking steps it considers reasonable at any time without Notice suspend, withdraw or deny access to the Online Trading Platform for any reason including but not limited to security, quality of service, failure by you to pay an amount when due or breach by you of any provision of these Terms. If and while such access is suspended:

  1) you will be able to close any Open Positions but will not be entitled to enter into new Contracts

  2) Fusion Markets may, at its sole discretion (with or without notice), close out your Open Positions at prices it considers fair and reasonable at that time, and you agree not to make any claim against Fusion Markets in this regard.

- f) Fusion Markets may change the minimum specification required to access the Online Trading Platform and also may make operational changes to and alter the services currently available at any time. Fusion Markets will notify you of such changes by either placing a message on the Fusion Markets website, log on page of the Online Trading Platform or by email or SMS.
- g) You are responsible for obtaining, maintaining and ensuring compatibility of your electronic software, devices and equipment. Fusion Markets will not be responsible for any loss of or damage to your data, software, computer, electronic devices, telecommunications or other equipment caused by use of the Online Platform, unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- h) You are responsible for ensuring that your electronic devices and equipment are free from viruses and other malware and Fusion Markets will not be responsible for any losses incurred by a failure to do this. Fusion Markets shall use reasonable endeavours to keep the Online Trading Platform free from viruses and corrupt files but cannot guarantee that the Online Trading Platform will be free from infection by viruses or anything else with contaminating or destructive properties. Fusion Markets is not able to guarantee that access to the Online Trading Platform will be uninterrupted, continuous or error free.

i) You must not:

1) misuse the Online Trading Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

2) attempt to gain unauthorised access to the Online Trading Platform or any server, computer or database connected the Online Trading Platform;

3) attack the Online Trading Platform via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may also commit a criminal offence. Fusion Markets may report any such breach to the relevant law enforcement authorities by disclosing your identity to them. In the event of such a breach, your right to use the Online Trading Platform will cease immediately and without Notice. Fusion Markets will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect your electronic devices and equipment.

- j) You will be liable for all Contracts made when using the Online Trading Platform including instances of any misuse, fraud or abuse by you, an Authorised Person or an attorney, or where you, an Authorised Person or an attorney has disclosed any Security Information to a third party.

9.2 Fusion Markets will not typically accept Instructions face to face at Fusion Markets' Registered Office. However, Fusion Markets may at its discretion allow an Authorised Person or attorney to request Fusion Markets to accept Instructions, enter into Contracts and make financial dealings by physically visiting Fusion Markets' Registered Office. You acknowledge and agree that upon the acceptance by Fusion Markets of the Authorised Person or attorney's Instructions, you shall be bound by those Instructions

9.3 An Authorised Person or attorney may request Fusion Markets to accept Instructions and enter into Contracts by telephone. Fusion Markets may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to Fusion Markets by you as an Authorised Person. Fusion Markets may at its discretion ask the caller for additional information to confirm the caller's identity. Upon such check confirming the identity of the caller, Fusion Markets may assume that the caller has the full authority as previously advised by you.

9.4 You acknowledge and agree, and will ensure that each Authorised Person and attorney acknowledges and agrees, that Fusion Markets may make a recording of any telephone conversation between any person and Fusion Markets at any time. The telephone recording remains the property of Fusion Markets. The telephone recording can be used by Fusion Markets to confirm the terms and conditions of any Contract where there is dispute with a Client as to the Trade Contract Terms of the Contract, and for training, monitoring and compliance purposes.

Mobile Application Usage

9.5 If you access the Online Trading Platform through the Mobile Application using a biometric login method offered by your device (such as fingerprint or facial recognition), you confirm and accept that: (a) biometric authentication is configured, stored and matched by your device's operating system and not by Fusion Markets, and Fusion Markets does not receive, store or have access to your biometric data; (b) valid biometric authentication on your device has the same effect under clause 9.1(b) as entry of your Security Information, and constitutes your authorisation to complete the Contract specified, whether or not you personally performed the authentication; and (c) you are responsible for controlling which biometric profiles are registered on your device, and for removing any biometric profile that should no longer have access to your Account.

9.6 You acknowledge that your ability to access the Online Trading Platform through the Mobile Application depends on factors outside Fusion Markets' control, including the availability, functionality and update policies of the relevant app store (such as the Apple App Store or Google Play), the compatibility of the Mobile Application with your device's make, model and operating system version, and your device manufacturer's or operating system provider's ongoing support for your device. Fusion Markets does not guarantee that the Mobile Application will remain available on, or compatible with, any particular device, operating system version or app store at any time.

9.7 You acknowledge that use of the Mobile Application requires a stable internet or mobile data connection, and that price quotes, Order execution, Margin calls, Notices and other information delivered through the Mobile Application (including by push notification) may be delayed, not delivered, or delivered out of sequence as a result of connectivity issues, device settings (including notification permissions you have not enabled) or factors affecting your mobile network operator. You should not

rely on receiving a push notification as your only means of monitoring an Open Position, a Margin requirement or a pending Order, and clause 18.1 (Delay) applies equally to any delay, failure or error arising from your use of the Mobile Application.

9.8 The Mobile Application may request permissions from your device (such as camera, biometric sensor, storage, location or notification permissions) in order to provide certain features. You may grant or decline any such permission through your device settings; declining a permission may mean that the related feature of the Mobile Application (for example, biometric login under clause 9.5, or push notifications under clause 9.7) is not available to you, but will not otherwise affect your ability to use the Online Trading Platform through other channels.

10. Method and timing of payment

10.1 You must not deposit physical cash into Fusion Markets' accounts under any circumstances. Fusion Markets has an absolute discretion as to whether you may pay by cheque.

10.2 Any sums that you owe to Fusion Markets must be paid in one of the following ways:

- a) by online bank transfer;
- b) by same day bank transfer;
- c) by international telegraphic transfer; or
- d) by payment through a credit card or electronic gateway provider approved by Fusion Markets from time to time;
- e) by payment through a Crypto Conversion undertaken by Day1 Exchange Pty Ltd for the purposes of making a deposit to your Account.

10.3 You must have sufficient cleared funds deposited in Fusion Markets Trust Account before Fusion Markets will execute any Contracts. Fusion Markets will indicate to you the sum required to you as the Initial Margin for each Contract.

10.4 Fusion Markets may not have time to notify you of any change in the amount of the Initial Margin or further margin for any Contract by giving Notice. Any increase in the amount of the Initial Margin will be due and payable immediately without Notice to you.

10.5 Fusion Markets may impose other fees and charges for using its services, by providing Notice to you. If you do not consent to the charges, you can terminate these Terms and the charges will not apply to new Contracts. If you terminate these Terms under this clause, all existing Contracts will survive the termination of these Terms.

10.6 Fusion Markets is not responsible for any fees or charges imposed by third party banks or other counterparties, which are incurred by you in connection with the use of Fusion Markets services.

10.7 In order to make a deposit using a Crypto Conversion, you must: (1) hold or establish an account with Day1 Exchange Pty Ltd; (2) instruct Fusion Markets to instruct Day1 Exchange Pty Ltd to undertake a Crypto Conversion in accordance with your express instructions; (3) instruct Fusion Markets to instruct Day1 Exchange Pty Ltd to pay the proceeds of the Crypto Conversion to the Fusion Markets Trust Account.

11. Credit Limits

11.1 You understand that:

- a) Fusion Markets may grant certain Clients a Credit Limit. A Credit Limit is:

  1) a pre-agreed amount of currency that can be offset against a negative mark to market value on an Open Position; or

  2) an amount applicable to unsettled trading losses to some or all Contracts (either individually or in aggregate or both); and/or

  3) an amount that reflects the amount paid by you to a Fusion Markets approved third party merchant, which has not yet been received by Fusion Markets.

- b) if the negative mark to market of an Open Position is approaching or has exceeded your Credit Limit, Fusion Markets reserves the right to Margin call you in an amount entirely at Fusion Markets' discretion;
- c) Fusion Markets is not obliged to provide credit to you; and
- d) any Credit Limit set by Fusion Markets may be reduced or withdrawn at any time by giving Notice to you.

11.2 You acknowledge that if Fusion Markets acts on an Instruction which would result in a Credit Limit being exceeded:

- a) Fusion Markets is not obliged to advise you that the Credit Limit will be exceeded;
- b) you will continue to be liable to Fusion Markets for all amounts including those above the Credit Limit; and
- c) Fusion Markets is not obliged to act upon any subsequent Instruction where a Credit Limit might be exceeded.

12. Authorisation Limits

12.1 You may inform Fusion Markets of an authorisation limit applicable to some or all Contracts either in general or for particular Authorised Persons or attorneys.

12.2 Any authorisation limit provided by you to Fusion Markets may be withdrawn by you at any time by giving Notice to Fusion Markets.

12.3 Fusion Markets may, at its own discretion, impose an authorisation limit on the Client and/or one or more Authorised Persons or attorneys at any time, by providing Notice before the imposition of the limit.

13. Interest Charges on Open Positions

13.1 For any Open Position held by you, Fusion Markets will from time to time add an amount to the Account for interest earned, or subtract an amount from the Account for interest incurred from the Value Date until the position is liquidated, in the following manner:

- a) For buying of one currency against the sale of another currency and the currency bought has a higher interest rate than the currency sold, the amount of interest arising therefrom shall be added to the Account.
- b) For selling of one currency against the purchase of another currency and the currency sold has a higher interest rate than the currency bought, the amount of interest arising therefrom shall be subtracted from the Account.
- c) For commodities contracts and cryptocurrency contracts, any interest entitlement or liability arising from buying or selling the commodities shall be respectively added to, or subtracted from, the Account.
- d) In the case of a negative interest rate, interest arising therefrom shall be subtracted from the Account.
- e) In all cases, interest shall be at the annual rate to be determined by Fusion Markets from time to time without Notice.

14. Margin Cover

14.1 You agree and acknowledge with each of the following:

- a) Margin Cover refers to the amount paid or payable to Fusion Markets as it requires (to protect against your realised or unrealised liabilities on Contracts) and which is credited to your Account. The minimum amount of the Margin Cover is determined by Fusion Markets in its absolute discretion.
- b) A Margin payment is the amount you pay Fusion Markets for crediting your Account as Margin Cover.
- c) The time for your payment to maintain Margin Cover is of the essence.
- d) You must maintain at least the amount of Margin Cover required by Fusion Markets whether or not Fusion Markets gives any Notice to you to make those payments or you have actual Notice of the required amount. The required amount of Margin Cover can change continuously and can change automatically, including over the week-end or other non-trading days. Your obligation to maintain at least the required amount of Margin Cover is continuous.
- e) You must ensure that for so long that you have an Open Position, the Margin Cover must always remain positive. If not, your Open Position may be Closed Out by Fusion Markets without prior notice to you.
- f) Your obligation to maintain Margin Cover arises at the time the Contract is executed.
- g) It is solely your responsibility to monitor and to satisfy all Margin Cover requirements.
- h) A Margin payment is credited by Fusion Markets at the time cleared funds have been received into the Fusion Markets Trust Account and Fusion Markets has applied the payment to your Account or such other time as allowed by Fusion Markets. This means a Margin Cover requirement for a Contract is not satisfied unless and until your payment is received in cleared funds into the Fusion Markets Trust Account and applied to your Account by Fusion Markets.

15. Forced Liquidation

15.1 You are required to maintain sufficient level of Margin Cover. Fusion Markets reserves its full rights to close out all Open Positions:

- a) when the Stop Loss Order is reached; or
- b) your Margin Level falls below the Margin Closeout Level; or
- c) you fail to maintain the required Margin Cover; or
- d) if at any time the pre-agreed Credit Limit assigned to you by Fusion Markets is no longer sufficient to cover the negative mark to market value of any or all Open Positions that you have open with Fusion Markets.
- e) at any time, and from time to time, Fusion Markets determines that the value of all of your Open Positions (and not taking into account any cash balance in your Account) represents a substantial net unrealised loss to you such that, in Fusion Markets' belief, the continued trading, or failure to Close Out, one or more of your Open Positions will or is likely to materially prejudice your Equity.

15.2 Fusion Markets shall have the right, at its sole discretion, to determine the mark to market value from time to time.

15.3 In addition to other remedies available to Fusion Markets, if you fail to pay an amount when due under these Terms, Fusion Markets has the right to terminate (by either buying or selling) any or all of your Open Positions.

16. Division events

16.1 If a Division Event occurs in relation to any Underlying Instrument and/or its issuer or technology environment (for example, Distributed Ledger Technology), Fusion Markets may, acting in a commercially fair and reasonable manner, make adjustments to your Open Positions, Stop Loss Orders, Limit Orders and Trailing Stop Loss Orders.

16.2 The adjustments Fusion Markets may make will be determined reasonably and will be binding on you. Such adjustments may include, but are not limited to one or more of the following:

- a) changing the amount of any Initial Margin in relation to Open Positions and new Contracts;
- b) adjusting the opening price of an Open Position, to reflect the impact of the relevant action or event;
- c) opening one or more new positions;
- d) closing one or more Open Positions;
- e) cancelling any Stop Loss Orders, Limit Orders and Trailing Stop Loss Orders;
- f) suspending or modifying the application of any part of these Terms;
- g) crediting or debiting sums to the Account as appropriate; and
- h) taking any and all such other action, as Fusion Markets considers reasonably necessary.

17. Set off against monies owed

17.1 In addition to other remedies available to Fusion Markets, if you fail to pay any amount when due under these Terms and/or if a Default Event occurs, Fusion Markets may set-off such amount against any amount payable by Fusion Markets to you.

17.2 Fusion Markets is entitled to set-off against any amounts due to it by you, any amounts received by Fusion Markets from or on behalf of you including but not limited to moneys received as Initial Margin or Margin calls. Fusion Markets may determine the application of any amounts which are to be set-off at its own discretion

17.3 You must not set-off against any amounts you owe to Fusion Markets, any amounts Fusion Markets owes to you.

18. Delay

18.1 Fusion Markets will use all reasonable efforts to process your Contract order on a timely basis. However, Fusion Markets shall not, in the absence of wilful misconduct, be liable for delays, damages, failures or errors in the completion of the Contract order.

19. Rates

19.1 Rate indications from Fusion Markets are available via the Online Platform (the “Indication”). The Indication is not binding, and you agree to accept the prices offered by Fusion Markets when the Contract is executed

20. Material Error

20.1 Fusion Markets will take reasonable steps to prevent Material Errors from occurring.

20.2 Should a Material Error occur Fusion Markets:

- a) reserves the right to make the necessary adjustments to correct the Material Error; and
- b) is not liable for any damages, claims, losses, liabilities or costs arising from the Material Error.

20.3 Any dispute arising from a Material Error will be resolved on the basis of the fair market value (plus Fusion Markets' typical spread), as determined by Fusion Markets acting reasonably, of the relevant Contract(s) at the time such Material Error occurred.

21. Deduction of Intermediary/Receiving Bank Fees

21.1 In some circumstances a number of intermediaries may be involved in a payment Contract and may deduct a charge. The receiving bank may also take a charge. These charges cannot always be calculated in advance, and you will be liable for these expenses.

21.2 Fusion Markets will not be liable for losses that result from fees under clause 21.1 being levied. Fusion Markets will use its best endeavours to ensure that all fees associated with a Contract are disclosed in the Trade Contract Terms. However, due to the complexity of the international foreign exchange markets this may not always be possible. If it is important that an exact amount of a particular currency arrives, you agree to advise Fusion Markets accordingly and Fusion Markets may be able to pre-cover any undefined charges.

22. Circumstances beyond Fusion Markets' Control

22.1 If Fusion Markets is unable to perform its obligations under these Terms or a Contract because of factors beyond its control or because of a Force Majeure Event, Fusion Markets will notify you as soon as is reasonably practicable and will use reasonable endeavours to secure the return of any money paid by you in respect of which Fusion Markets has been unable to discharge its obligations under these Terms.

22.2 In the case of a Force Majeure Event, Fusion Markets may also take any other steps it considers reasonably necessary, including but not limited to altering the Initial Margin, closing any or all Open Positions and/or any Contract insofar as it is impractical or impossible for Fusion Markets to comply with its obligations to you.

22.3 Fusion Markets may give a notice (“Disturbance Notice”) to you at any time if it forms the view that market conditions in the relevant market for the Underlying Instrument are seriously disturbed. This includes circumstances where, in Fusion Markets' opinion, the Underlying Instrument is not available (for example, deposits in the currency concerned are not available) in the ordinary course of business to Fusion Markets in the relevant market or because of national or international financial, political or economic circumstances, or because of exchange controls.

22.4 When a Disturbance Notice is given under clause 22.3, Fusion Markets' obligations will be suspended while it and you negotiate alternative arrangements. If both parties reach agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant Contract.

22.5 For the avoidance of doubt, the definition of Force Majeure Event in clause 1.1 includes any unavailability, outage, forced update, restriction, suspension or removal of the Mobile Application by an app store operator, and any failure, incompatibility or malfunction of a Client's mobile device, mobile operating system or mobile network connectivity. Where any such event prevents or impairs your ability to place Orders, monitor Open Positions or receive Notices through the Mobile Application, this clause 22 applies, and you should use an alternative channel (for example, the web-based Online Trading Platform, or contacting Fusion Markets directly) to the extent available to you.

23. Fees and charges

23.1 Any profit or loss net of any fees and charges (that is, the realised gain or loss) arising on Closing Out a Contract will be credited or debited (as the case may be) against the Equity, in the Account currency.

23.2 You owe us, and must pay to us or as we direct (in accordance with these Terms):

- a) any Contract charges including all Contract commission, charges, fees, Margins, settlement and clearing fees and charges, interest, default charges and Taxes (including GST but excluding Fusion Markets' income tax or penalty tax and levies) and any other amounts due under these Terms on demand by Fusion Markets in cleared funds or otherwise as required by these Terms;
- b) a Contract Fee for each Fusion Markets Product or Contract (as the case may be) being the fee from time to time specified by Fusion Markets to be the amount payable by you in respect of each such Contract;
- c) any royalty or other fee which must be paid for the use of prices or information provided to you via access through the Online Trading Platform or otherwise any Exchange;
- d) (if applicable) a monthly access charge for the use of the Online Trading Platform provided by Fusion Markets, as specified by Fusion Markets from time to time;
- e) the Finance Charge calculated as disclosed in the PDS, FSG, a supplementary disclosure document or in any other permitted way of notifying you, such as on Fusion Markets' website or the Online Platform, in the amount of the Finance Charge Adjustments from time to time;
- f) Finance Charge Adjustments applicable to any Contract or Account;
- g) any fees, Taxes, stamp duty or other charges as may from time to time be levied on or in connection with any Contracts entered into with you; and
- h) in respect of any unpaid amounts required to be paid under these Terms including, (without limitation) any amounts due as a result of your failure to pay interest on all such amounts

denominated in Australian dollars at the Base Rate then generally applicable for debit amounts on Accounts plus a rate of interest per annum as reasonably determined by Fusion Markets (but so that the total rate does not exceed generally prevailing rates for personal unsecured loans in comparable amounts), such interest to accrue daily from and including the due date to and including the date of its payment in full.

23.3 We owe you and must pay you (in accordance with these Terms) Finance Credit Adjustments applicable to any Contract or Account from time to time, calculated as disclosed in the PDS, FSG, a supplementary disclosure document or in any other permitted way of notifying you, such as on Fusion Markets' website or the Online Trading Platform.

23.4 Any amount or rate or formula which is to be specified by Fusion Markets may be specified by a PDS, FSG, a supplementary disclosure document or in any other permitted way of notifying you, such as on Fusion Markets' website or the Online Trading Platform. The amount of any fees and charges or other amounts payable by you to Fusion Markets in respect of any Contract will be set out on the Online Trading Platform to the extent known at the time.

23.5 GST-inclusive. The amounts of or basis of calculating the fees, commissions, charges and credits referred to in this clause 23 will be as notified from time to time in writing by Fusion Markets, either by way of a PDS, posting on the Online Platform (including by way of Contract prices), notification to your contact address, posting to Fusion Markets' website or as otherwise agreed with you or permitted by these Terms.

23.6 If:

- a) you are required to make a deduction or withholding in respect of Tax from any payment to be made; or
- b) Fusion Markets is required to pay any Tax (other than income tax) in respect of any payment made in relation to these Terms at your request,

then you:

- c) indemnify Fusion Markets against the Tax; and
- d) agree to pay to Fusion Markets an additional amount to ensure Fusion Markets receives a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount Fusion Markets would have received had a deduction or withholding or payment of Tax not been made.

23.7 You must reimburse Fusion Markets for all fees (both direct and indirect) and expenses charged in connection with any Contract (other than Tax on the income of Fusion Markets) and for all costs and expenses incurred by Fusion Markets in implementing these Terms and in enforcing its rights under these Terms (including its legal costs of external or internal legal advisers on a full indemnity basis).

23.8 Open Positions will be charged a Finance Charge Adjustment or will be entitled to receive a Finance Credit Adjustment, depending on the Contract chosen by you. These accrue (and so are calculated) on a second-by-second basis as determined by Fusion Markets (unless otherwise notified by you).

23.9 The accrued charges or credits will be applied to an Account at any time chosen by Fusion Markets. This will usually be at the Calculation Time and at the end of Contract, but it may also be (without limitation):

- a) either immediately at the time of entering into the Contract;
- b) at day's end, or month's end;
- c) at a rollover of the Contract; or
- (d) at any other time after entering into the Contract.

e) The Online Trading Platform will display whichever of a Finance Charge Adjustment or Finance Credit Adjustment applies.

23.10 You remain liable to pay the Finance Charge Adjustment even though:

- a) the charge may be called other things from time to time, even across different Accounts, different Fusion Markets Products or on the Online Trading Platform at the same time;
- b) the charge is not stated on a statement for an Account;
- c) the charges differ according to how the Contract was made;
- d) the charges differ according to the amount of the Account, regardless of the amount or value of the Account;
- e) the rate is expressed or inferred to be an annual rate but is applied and calculated by the second or any other time interval proportional to the annual rate;
- f) the Finance Charge Adjustment is first applied by way of posting the amount to the Account so that you become liable only for any net debit amount of the Account (or we owe you the net credit amount of the Account);
- g) we may owe from time to time Finance Credit Adjustments (which are posted to the Account);
- h) different rates apply at the same time to other clients' accounts;
- i) the charge is applied at rollover but is not levied or enforced until termination of the Contract;
- j) the Contract is denominated in a currency other than Account Currency; and
- k) the rates will be as determined by Fusion Markets in its absolute discretion and you might not have prior notice of the current rate.

23.11 You acknowledge that you are responsible for your own legal costs associated with or arising from (at any time) entering into these Terms and for all Taxes and expenses incurred by you in connection with these Terms, including any Contract made under it.

24. Client monies and trust account

24.1 You agree that Fusion Markets may aggregate money paid into the Account ("the Monies") with funds received from other Clients into a single designated account, which will be maintained as required by law.

24.2 You consent to and direct Fusion Markets to:

- a) retain any interest accrued from time to time on the Monies, and to invest that money as permitted by the Applicable Law;
- b) withdraw Monies that constitute remuneration payable to Fusion Markets; and
- c) withdraw Monies that it is otherwise entitled to pursuant to the Applicable Law.

24.3 If you are a Wholesale Client, you authorise and direct Fusion Markets to withdraw, apply or otherwise utilise the Monies:

- a) in order to meet obligations (the Obligations) incurred by Fusion Markets in connection with Contracts. Obligations may include an obligation to make payments to a Related Entity and/or a liquidity provider in connection with liabilities Fusion Markets incurs when the Client and other clients place Contracts with Fusion Markets. Liabilities in this sub-clause include but are not limited to minimum floating margin requirements imposed by a Related Entity or liquidity provider, or other hedging requirements;
- b) in order to enforce other rights that Fusion Markets has under these Terms or in the PDS; and
- c) for any other reason allowed by law.

24.4 You agree that when Fusion Markets uses the Monies for a lawful purpose as set out in this clause 24, the Monies do not belong to you and do not constitute a loan or constructive trust in your favour.

24.5 If you have an open Contract, and Fusion Markets is entitled to make a deduction for any reason as set out in these Terms or the PDS, that deduction may occur immediately, and the Monies will become Fusion Markets monies. Conversely, if you have an open Contract and Fusion Markets is required to apply a credit to the Client's monies for any reason as set out in these Terms or the PDS, that credit will typically be applied to your Monies as after completing Fusion Markets' end of day reconciliations.

25. Payments into your Account

25.1 You must ensure that:

- a) payments into the Account are from you as the holder of the Account and not from any third party;
- b) without limiting the above, payments from an account are payments from your account and not from any account of any third party.

25.2 You agree and acknowledge that Fusion Markets may refuse to accept or return any payment of money from any third party or from any account of any third party, and that Fusion Markets does not accept any liability or responsibility for any loss, cost or expense incurred or suffered by you in connection with such non-acceptance or return, including because the Client is subsequently in default of their obligations to Fusion Markets.

25.3 The moneys to which you are entitled under these Terms and which are under the control of Fusion Markets will be paid directly to you and not to any third party, unless you have otherwise instructed us to do so and we agree. You must provide relevant account details for payment instructions

in respect of payments to be made by Fusion Markets to you. Although Fusion Markets will take reasonable steps to comply with your payment instructions, Fusion Markets accepts no responsibility for any failure to comply with those instructions and, if such failure occurs, the relevant moneys will continue to be held by Fusion Markets in accordance with the Corporations Act and Applicable Laws.

25.3A You may withdraw any amounts we owe you by undertaking a Crypto Conversion. In order to undertake a Crypto Conversion, you must hold a Day1 Exchange Pty Ltd Account. You must instruct Fusion Markets to: (1) transfer amounts we owe you to your Day1 Exchange Pty Ltd Account; (2) instruct Day1 Exchange Pty Ltd on your behalf to undertake a Crypto Conversion in accordance with your express instructions; 3) instruct Day1 Exchange Pty Ltd on your behalf to withdraw any cryptocurrency arising from the Crypto Conversion to any wallet or account address in accordance with your express instructions.

25.3B You acknowledge that: (1) any instructions we provide to Day1 Exchange Pty Ltd on your behalf are in our capacity as your agent; (2) any instructions we provide to Day1 Exchange Pty Ltd on your behalf are irrevocable once made; (3) any Crypto Conversion is undertaken solely by Day1 Exchange Pty Ltd in accordance with the Day1 Exchange Pty Ltd Terms; (4) you are bound by the Day1 Exchange Pty Ltd Terms in respect of any Crypto Conversion; and (5) we are not liable for any Loss you incur as a result of any Crypto Conversion undertaken by Day1 Exchange Pty Ltd.

“Crypto Conversion” means any exchange from cryptocurrency to fiat currency (and vice versa) undertaken by Day1 Exchange Pty Ltd in accordance with the Day1 Exchange Pty Ltd Terms and includes any crypto or fiat payment or transfer which arises as a result of, or in connection with, the conversion.

“Day1 Exchange Pty Ltd Terms” means the terms and conditions which govern the services provided by Day1 Exchange Pty Ltd, as updated from time to time.

25.4 If Fusion Markets pays your funds to another person at your request, Fusion Markets is not liable to you for the performance of the other person who receives the benefit of the payment of your funds. In particular, without limitation, Fusion Markets is not obliged to enquire into:

- a) the use of those funds by the third party;
- b) any persons to whom the third party pays all or any of these funds;
- c) the solvency of any of those persons;
- d) the compliance by any of those persons with the Corporations Act, Applicable Laws and Rules;
- e) whether any of those persons hold any part of these funds on any nominee, segregated account, trust or any other basis for your protection or security.

25.5 If Fusion Markets determines that your Account has been inactive for a reasonably long period, you authorise Fusion Markets to withdraw any Withdrawal Funds from the Client Moneys Trust Account to be paid into your nominated bank account.

25.6 You acknowledge that from the time any funds withdrawn from the Client Moneys Trust Account in connection with your Contracts:

- a) lose the protections given to a Client Moneys Trust Account of that kind;
- b) you are an unsecured creditor of Fusion Markets for its obligations on your Contracts; this includes exposure as an unsecured creditor for payment to you of the net Account balance (if any) after closing all your Open Positions;
- c) the funds are no longer held beneficially for you.

26. Rolling over Open Positions

26.1 In respect of each Open Position, subject to:

- a) prior Close Out of that Open Position;
- b) any express terms of the Contract; or
- c) the express agreement of Fusion Markets to settle that Open Position,

Fusion Markets is by these Terms instructed:

- d) to vary the Open Position (in which case it will be deemed to be a new Contract) so that its settlement date is deferred to a Trading Day to be agreed between Fusion Markets and you (and if there is no agreement by the Calculation Time on the Trading Day immediately prior to the then applicable settlement date as agreed previously, it will be the following Trading Day); and
- e) to Close Out the Open Position and enter into a new Contract for the same Underlying Security and being the same bought or sold position except that the settlement date is to be one Trading Day later and adjusted for any interest differential.

27. Dispute Resolution

27.1 Except to the extent that this clause is inconsistent with the requirements of any legislative or regulatory regime, the dispute resolution process set out in this clause shall apply. The parties must use all their reasonable endeavours to resolve any dispute arising in connection with these Terms or any Contracts thereunder.

27.2 If the parties fail to resolve a dispute immediately i.e within 2 hours of receipt of the complaint, the Representative must notify the Senior Officers. The Senior Officers must as soon as practical and within 1 Business Day of receipt acknowledge receipt of the complaint through the means in which the complaint was received.

27.3 If the Senior Officers fail to resolve the dispute satisfactorily within 30 Days of the dispute being received, the Senior Officers must inform the Client of their right to take the complaint to Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme of which Fusion Markets is a member.

27.4 In addition to any other channel referred to in this clause 27, you may submit a complaint through the Mobile Application, where that feature is made available. A complaint submitted this way will be treated the same as a written complaint for the purposes of this clause 27, and Fusion Markets will confirm receipt of it through the Mobile Application or by email.

28. Tape recordings

28.1 You authorise Fusion Markets to record any or all incoming and outgoing phone calls with you without making a disclosure to you of this nature each and every time you speak with a representative of Fusion Markets. These calls may be recorded with or without an audible tone. You further authorise Fusion Markets to record or retain a log of any chat or in-app messaging communications between you and Fusion Markets conducted through the Mobile Application or Online Trading Platform, on the same basis as a recorded telephone call. You agree that Fusion Markets may use such recordings for the purposes of monitoring and training its staff, monitoring compliance with you and Fusion Markets' respective regulatory and contractual obligations and resolving disputes. If there is a dispute between

Fusion Markets and you, you have the right to listen to any recording of those conversations (if still available). Nothing in these Terms obliges Fusion Markets to keep a recording or to notify you that we have eliminated the record.

28.2 Recordings may be used to assess the performance of or to train Fusion Markets' representatives, monitoring compliance with Fusion Markets' respective regulatory and contractual obligations and resolving disputes.

28.3 Fusion Markets is not obliged (unless Applicable Laws requires) to keep any transcripts or copies of any telephone recording or conversation nor to tell you when it disposes of the record.

28.4 Subject to clause 28.3, Fusion Markets may upon request, provide copies of any telephone recording or transcript relating to your dealings to you in if there is a dispute or anticipated dispute with respect to such dealings. You agree to pay any reasonable cost associated with providing any such transcript or copy.

29. Anti-Money Laundering and Counter-Terrorism Financing

29.1 You acknowledge that:

- a) Fusion Markets is subject to various anti-money laundering and counter-terrorism financing laws (AML/CTF Laws) which may prohibit us from offering services or entering into or conducting Contracts; and
- b) the AML/CTF Laws include prohibitions against any person dealing with the proceeds of assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

29.2 You agree that:

- a) Fusion Markets is not required to take any action or perform any obligation under or in connection with these Terms if we are not satisfied as to your identity or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws;
- b) Fusion Markets may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law in Australia or any other country, and we will incur no liability to you if we do so; and
- c) Fusion Markets will not incur any liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (a) or (b) above.

29.3 You agree to provide all information and documents to Fusion Markets which we reasonably require to comply with any law in Australia or any other country, including any AML/CTF Laws. You agree that Fusion Markets may disclose information which you provide to us, or about Contracts you have with us or which you seek to conduct with us, if we are required to do so by any law or Rule in Australia or in any other country.

29.4 You represent and warrant to Fusion Markets that the payment of moneys by us in accordance with this document, or any instructions given by you, will not breach any law in Australia or any other country.

30. Limitation of liability, indemnities & Payments

30.1 You shall indemnify and hold Fusion Markets harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to your, an Authorised Person's or attorney's negligence, mistake or wilful misconduct, the violation of any law by you, or the breach by you of any provision of these Terms or if a Default Event occurs.

30.2 You also agree to promptly pay Fusion Markets for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by Fusion Markets in the enforcement of any of the provisions of this Agreement. Your obligations under this Clause shall survive the termination of this Agreement.

30.3 In calculating or mitigating its loss due to a Default Event or Material Error, Fusion Markets is entitled to:

- a) crystalise, unwind, reverse, repair or close any Open Positions by closing any open Contracts; and/or
- b) nominate the date on which the open Contracts are valued; and/or
- c) nominate the methodology used to calculate the open Contracts' value; and/or
- d) take any other action that Fusion Markets determines to be reasonably necessary to protect its legitimate interests.

30.4 You acknowledge you will be liable for any losses which may be realised as the result of entering into a Contract, regardless of the trading resources available in relation to the Account at the time the Contract is executed.

30.5 Fusion Markets will use all reasonable endeavours to execute Contracts or make payments to you or to any third party specified by you, in accordance with the timing specified in your Instructions. However, Fusion Markets shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching your nominated account.

30.6 Nothing in the Terms is intended to limit or exclude any liability Fusion Markets may owe you under any statutory rights you may have.

30.7 Subject to those provisions of the Competition and Consumer Act 2010 (Commonwealth), the Australian Securities and Investments Commission Act 2001 (Commonwealth), the Corporations Act, any other legislation and any other rights, duties or other obligations imposed or implied by law which cannot be excluded by agreement between the parties, to the extent each of the following is not prohibited by those laws:

- (a) we make no warranties either expressly or impliedly as to merchantability, fitness for a particular purpose, or otherwise (including as to accuracy, currency, availability, completeness or quality), with respect to any services we provide under these Terms including, without limitation, the Online Trading Platform;

b) Fusion Markets excludes all liability in contract, tort or otherwise relating to or resulting from use of any services we provide under these Terms and for any Loss incurred by you directly or indirectly, including without limitation as a result of or arising out of

1) any inaccuracy, error or delay in or omission from any information provided to you under these Terms including the Online Trading Platform;

2) any delays or failures or inaccuracies, or loss of access to, the provision of a service to you including, without limitation, any delay, failure or inaccuracy in, or the loss of access to, the Online Trading Platform or in respect of the transmission of Orders or any other information;

3) any misinterpretation of your Orders or instructions which are unclear, ambiguous, or not specific;

4) any government restriction, Exchange or market rulings, suspension of trading, computer or telephone failure, unlawful access to our Online Trading Platform, theft, sabotage, war, earthquakes, strike, force majeure and, without limitation, any other conditions beyond our control;

5) any unavailability, malfunction, forced update, restriction or removal of the Mobile Application by an app store operator (such as the Apple App Store or Google Play), or any incompatibility between the Mobile Application and your device, mobile operating system or mobile network connectivity;

c) Fusion Markets is not liable in contract, tort (including negligence) or otherwise for any loss of prospective profits or expenses or special, indirect or consequential damages resulting from the supply of a service including, without limitation the Online Trading Platform;

30.8 To the fullest extent permitted by law, you release, discharge and indemnify and agree to keep Fusion Markets and its respective officers, employees, agents and representatives indemnified from and against all claims arising out of:

- a) any default, whether by your act or omission under these Terms or any Order or Contract;
- b) any breach by you of any Applicable Laws;
- c) any representation or warranty made or given by you under these Terms proving to be untrue or incorrect;
- d) any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents or Authorised Persons, consultants or servants;
- e) any failure of any of your computer or electronic systems or networks to perform, be available or successfully transmit data to Fusion Markets, or any error or inadequacy in the data or information input into such systems or networks by you;
- f) any delays in processing any Order including, for example (but not limited to), as a result of systems or market delays, or due to verification or filtering procedures or unauthorised processes, email delays or due to telephone call waiting time or adherence to internal policies and procedures;
- g) anything lawfully done by Fusion Markets in accordance with, pursuant or incidental to these Terms;
- h) any instruction, request or direction given by you;
- i) arising from and in connection with or in any way related to Fusion Markets in good faith accepting and acting on instructions received by facsimile transmission, email or by other means of any kind which are signed by or purported to be signed by you or any Authorised Person; or
- j) any failure or delay by a Hedge Counterparty to meet its obligations to Fusion Markets in respect of or in relation to (including by corresponding with) your Contracts and any payments made in respect of them,
- k) except only to the extent attributable to the breach of these Terms by Fusion Markets or the gross negligence or fraud by Fusion Markets.

30.9 If GST is payable on a taxable supply made by Fusion Markets under, by reference to, or in connection with these Terms, you must also pay the amount of GST payable in respect of that taxable supply. This clause does not apply to the extent that consideration for a supply is expressly stated to you to be GST inclusive. Terms which have a defined meaning in the A New Tax System (Goods and Services Tax) Act 1999 have that meaning in these Terms.

30.10 You acknowledge that you are responsible for your own legal costs associated with entering into these Terms and for all Taxes and expenses incurred by you in connection with these Terms, including any Contract made under it.

30.11 All payments by you under these Terms are:

- a) to be made without any set-off by you, counter claim or condition made by you and without you making any deduction or withholding for any Tax or any other reason unless the deduction or withholding is required by applicable law or the set-off arises by express application of the Terms; and
- b) payable in any currency that Fusion Markets may require or determine

If:

- c) you are required to make a deduction or withholding in respect of Tax from any payment to be made; or
- d) Fusion Markets is required to pay any Tax (other than income tax) in respect of any payment made in relation to these Terms at your request,

Then you:

- e) indemnify Fusion Markets against the Tax; and
- f) agree to pay to Fusion Markets an additional amount to ensure Fusion Markets receives a net amount (after payment of any Tax in respect of each additional amount) that is equal to the full amount Fusion Markets would have received had a deduction or withholding or payment of Tax not been made.

31. Default

31.1 If a Default Event occurs, Fusion Markets may take all or any of the following actions, or any other step it considers reasonably necessary:

- a) Immediately require payment of any amount you owe to Fusion Markets including any Margin call;
- b) terminate these Terms;
- c) close any of your Open Positions;
- d) limit the size of your Open Positions either in monetary terms or a number of Contracts;
- e) refuse orders to establish new Contracts;
- f) convert any ledger balances to the Account Currency of the Account
- g) exercise Fusion Markets' right of set off
- h) impose new Margin Cover requirements to your trading or to your Account;
- i) lower the Credit Limit, or withdraw the provision of any credit, in relation to the Account;
- j) suspend the Account
- k) open one or more new Contracts on the Account
- l) call on any guarantee in respect of your obligations;
- m) require you to immediately close out any Open Position or settle any Contract in such a manner as Fusion Markets reasonably determines necessary;
- n) combine, close or consolidate any Accounts and offset any and/or amounts owed to, or by, you in such a manner as Fusion Markets may in its absolute discretion determine; or
- o) retain any amount owed by Fusion Markets to you against any contingent liability of yours or so long as the contingency subsists.

32. Fusion Markets' rights to close, void or enforce Contracts

32.1 Without limiting any other right Fusion Markets has under these Terms, Fusion Markets may close or void any Contract or take any other steps it considers reasonably necessary where:

- a) Fusion Markets is in dispute with the Client in respect of an Open Position or a Default Event. In this case we can close all or part of the Open Position in order to minimise the amount in dispute;
- b) Fusion Markets identifies or reasonably suspects that the Client has manipulated its prices, execution process or other practices; or
- c) there is a material breach of these Terms in relation to the Contract.

32.2 Fusion Markets may also, in its absolute discretion, choose to enforce any Contract of a type referred to in clause 32.1.

33. Termination

33.1 These Terms may be terminated immediately by you or Fusion Markets by Notice in writing to the other.

33.2 The termination of these Terms shall not affect any Contract previously entered into and shall not relieve either party of any outstanding obligations arising under these Terms, nor shall it relieve you of any obligations arising out of any Contract entered into prior to such termination.

33.3 Each indemnity provided within these Terms survives the termination of these Terms.

33.4 Upon termination of these Terms, this clause survives and Fusion Markets may do one or more of the following:

- a) cancel any outstanding Orders;
- b) enter into one or more Contracts to effect the Close Out of one or more unsettled Contracts or Open Positions (and determine the value at which the Contract or Contracts will be Closed Out);
- c) settle any Contract which has not at the time of termination settled;
- d) exercise any other rights Fusion Markets has under these Terms; or
- e) do, or refrain from doing, anything else which Fusion Markets considers reasonable in the context of these Terms (or any part of them) having been terminated.

33.5 In the event that Fusion Markets is made aware of or has reason to believe any of the following:

- a) that you have provided false or misleading information to Fusion Markets; or
- b) that you have participated or are participating or have assisted or are assisting in money laundering or terrorist financing; or
- c) that you are being officially investigated by law enforcement and/or regulatory agencies; or
- d) a Default Event or Insolvency Event has occurred, or
- e) the contract it has with its Hedge Counterparty (Hedge Contract), or Fusion Markets' rights under the relevant Hedge Contract or in respect of the relevant Underlying Instrument, are Closed Out, suspended or terminated by the Hedge Counterparty (which may occur automatically under the terms of any agreement between Fusion Markets and the Hedge Counterparty); or
- f) Fusion Markets considers, acting reasonably, that the Hedge Counterparty or issuer of the Underlying Instrument may not be able to meet its obligations to Fusion Markets under the terms of the Hedge Contract or Underlying Instrument or other contracts between Fusion Markets and the issuer of the Underlying Instrument or the Hedge Counterparty.

Fusion Markets, at its sole discretion, may terminate these Terms immediately by Notice to you, and Fusion Markets at its sole discretion shall be relieved of any obligations set out in these Terms or arising out of the Contracts contemplated by these Terms, including any obligations arising out of any Contracts already entered into with Fusion Markets.

34. Amending these Terms

34.1 These Terms and any Contracts under them, may be amended by Fusion Markets at any time. Fusion Markets will provide Notice to you of any such amendment. You agree to be bound by the terms of such an amendment on the earlier of:

- a) ten Days after Fusion Markets has posted Notice of the amendment on the Fusion Markets Website; or
- b) upon providing Notice to you by email; or
- c) on the date of you entering any Contract after the amendment. Any other amendments must be agreed to in writing between Fusion Markets and you.

For these purposes, a Notice of amendment posted by Fusion Markets within the Mobile Application is treated the same as a Notice posted on the Fusion Markets Website under paragraph (a), and you agree to be bound by the terms of the amendment Ten Days after it is so posted (or earlier, on the same basis as paragraph (a), if you open or view the Notice within the Mobile Application sooner).

34.2 If you do not consent to the amendment you can terminate these Terms and the amendment will not apply retrospectively. Termination in this case does not affect any obligations owed by you, or rights of Fusion Markets with regard to any open Contracts held by you.

35. Notices

35.1 Any notice required or permitted to be given under this Agreement or for the purposes of this Agreement ("Notice") shall be in writing and shall:

a) If to you, be sent by prepaid registered mail or delivered by hand to the address of the Client set out in this Agreement, or such other address you designate in writing, or by Fusion Markets emailing your nominated email address, by posting a Notice within the Mobile Application, or by posting a Notice to the Fusion Markets website; and

1) if posted on the Fusion Markets Website, Notice is deemed to have been given 3 Days after the Notice was posted on the Fusion Markets Website; or

2) if the Notice was sent to your address, the Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.

3) if posted within the Mobile Application, Notice is deemed to have been given on the earlier of the time you open or view the Notice within the Mobile Application, and 3 Days after it was posted;

b) If to Fusion Markets, be sent by prepaid registered mail or delivered by hand to the address of Fusion Markets set out in these Terms or the PDS, or such other address as Fusion Markets designates in writing, and such Notice is deemed to have been given on the Day after the Notice was sent, unless delivered by hand in which case the Notice is deemed to have been given on delivery.

35.2 Any Notice given or made under this Agreement may also be sent by email if:

- a) the Notice is sent to the email address last notified by the intended recipient to the sender; and
- b) the sender keeps an electronic or printed copy of the Notice sent.

35.3 A Notice sent by email will be deemed to have been given on the first to occur of:

- a) receipt by the sender of an email acknowledgement from the recipient's information system showing that the Notice has been delivered to the email address stated above;
- b) the time that the Notice enters an information system which is under the control of the recipient; or
- c) the time that the Notice is first opened or read by an employee or officer of the recipient.

35.4 If an Account is opened in the joint names of more than one person, each person agrees that we may discharge any obligation we have to give a notice or a document to those persons under these Terms or Applicable Laws by giving notice to any one of those persons.

36. Appointment of Fusion Markets as attorney

36.1 In consideration of Fusion Markets entering into the agreement on these Terms, you irrevocably appoint Fusion Markets and each director, secretary and principal executive officer and each employee (which employee's title of office includes the word “Manager” or “Head”) of Fusion Markets and any other authorised representative of Fusion Markets (including an authorised representative of a related body corporate of Fusion Markets) severally as your attorney at any time and from time to time following a Default, to execute and deliver all documents and to do all things which your attorney may consider necessary or desirable to give effect to the provisions of these Terms, and in particular, without limitation, in connection with, or incidental to, the exercise of any of the rights and powers of Fusion Markets under these Terms. Those powers may be exercised in the interests of Fusion Markets notwithstanding any conflict with the interests of Fusion Markets. This appointment survives termination of these Terms.

37. General

37.1 Fusion Markets may from time to time delegate any or all of its obligations, powers and discretions to anyone or more or all of its employees or any other authorised representative of Fusion Markets (or a related body corporate of Fusion Markets). Fusion Markets remains responsible for the acts or omissions of its employees and any authorised representative of Fusion Markets (including an authorised representative of a related body corporate of Fusion Markets). A delegation by Fusion Markets under this clause need not be in writing.

37.2 These Terms and any relevant Application Form completed by you contain the entire understanding between you and Fusion Markets concerning the provision of the Fusion Markets Products or financial services and any other services referred to in or provided under these Terms, as later amended only in accordance with these Terms.

37.3 These Terms are governed by and construed in accordance with the laws in force in New South Wales, Australia and the parties submit to the nonexclusive jurisdiction of the courts of New South Wales, Australia.

37.4 Each part of these Terms is severable from the balance of these Terms and if any part of these Terms is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of these Terms.

37.5 No failure by us to exercise, and no delay by us in exercising, any right, power or remedy in connection with these Terms will operate as a waiver of that right, power or remedy. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of such right, power or the exercise of any other right, power or remedy.

37.6 These Terms are not to be interpreted against our interests merely because we proposed these Terms or some provision in it or because we rely on a provision of these Terms to protect our interests.

37.7 You may not assign or otherwise transfer any of your rights under these Terms to another person without our prior written consent. Fusion Markets may assign, novate or otherwise transfer any of its rights under these Terms to another person without your prior written consent including, without limitation, in connection with a sale or transfer of all or part of our business to another person. Such an assignment shall only take place if a reasonable person would not expect it to cause detriment to a typical client of Fusion Markets. You will execute any documents (including a deed of novation)

reasonably required by Fusion Markets to effect such a transfer. If you do not agree to Fusion Markets assigning its rights, you may terminate this Agreement. However, termination in this case does not affect any obligations owed by you, or rights of Fusion Markets with regard to any open Contracts held by you.