

Canadian FX Derivatives Terms and Conditions



Keep for
records

moneycorp

1 Park Row
Suite 403
Providence, RI 02903

t: 888 822 8131
www.moneycorp.com

These FX Derivatives Terms are effective as of the date of your FX Derivatives Application.

These FX Derivatives Terms supplement the terms of the Account Agreement in respect of all transactions between you and Moneycorp US Inc. ("moneycorp") in foreign exchange options, foreign exchange forwards and/or other derivatives products. All such products are referred to in these FX Derivatives Terms as "FX Derivatives". In the event of any conflict between the terms of the Account Agreement and these FX Derivatives Terms, these FX Derivatives Terms shall govern with respect to transactions in FX Derivatives. Capitalized terms that appear in these FX Derivatives Terms that are not otherwise defined have the meanings given to them in the Account Agreement.

Please keep a copy of these FX Derivatives Terms for your records.

SECURITIES AND DERIVATIVES LAW

moneycorp is not registered as a dealer or adviser in respect of securities or derivatives or commodity futures in any province of Canada. In the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick and Nova Scotia (the "Exemption Provinces"), moneycorp is relying on exemptions from the requirement to register as a dealer under applicable securities laws. Where prospectus requirements apply under applicable securities laws, moneycorp is relying on an exemption from such requirement.

In order to rely upon this exemption, moneycorp must be a "qualified party" under the applicable local rule relating to over-the-counter derivatives. moneycorp has determined that it qualifies as a "qualified party" under the securities laws of each of the Exemption Provinces.

Additionally, in order to rely on the exemption, you must represent to moneycorp that you are a "qualified party" under the local rule applicable in your province at the time when you enter into a FX Derivative. If you are subject to the securities laws of the Exemption Provinces (for instance, because you are located in an Exemption Province or organized under the laws of an Exemption Province), moneycorp will not provide you with any advice with respect to any FX Derivatives.

In the provinces of Ontario and Newfoundland and Labrador (the "Non-exempt Provinces") moneycorp will not transact with you in respect of any FX Derivatives which would be considered "securities" under applicable securities laws (though such FX Derivatives would be considered "derivatives" under applicable securities laws in the Non-exempt Provinces and subject to, among other things, trade reporting and record-keeping requirements). If you are subject to the securities laws of the Non-exempt Provinces, moneycorp will advise you as to which FX Derivatives moneycorp is offering in your province.

moneycorp does not offer FX Derivatives or any other services to companies or individuals subject to the securities laws or derivatives laws of the Province of Quebec. If you become subject to Quebec securities or derivatives laws (for instance, by changing your address to one in Quebec or changing your law of organization to Quebec law), you must inform moneycorp immediately.

You agree that you are not relying on moneycorp in respect of your compliance with any securities or derivatives law requirements which are applicable to you, unless you and moneycorp have explicitly agreed in writing that moneycorp will be responsible for a specific aspect of compliance (and in such instance, only for the specific aspect of compliance for which there is such agreement).

FX DERIVATIVES NOT EXCHANGE TRADED, NOT CLEARED

All FX Derivatives will be entered into between you and moneycorp on an over-the-counter (off-exchange) basis. No FX Derivative will be submitted for clearing through any derivatives clearing organization or other clearing house and your credit exposure in respect of all such FX Derivatives is to moneycorp.

Canadian FX Derivatives Terms and Conditions

RECORDKEEPING, COMPLIANCE

You acknowledge that under the securities and derivatives laws of the Exemption Provinces and the Non-exempt Provinces moneycorp is required to and will retain records of your FX Derivative transactions throughout the life thereof and for seven years thereafter. In the event you are subject to such requirements, you agree that you are not relying on moneycorp in respect of your compliance with these requirements. Except as otherwise expressly provided herein, you shall be responsible for your compliance with these requirements in respect of your FX Derivatives.

REPORTING OF FX DERIVATIVES

All FX Derivatives are required to be reported to a recognized or designated trade repository pursuant to applicable securities or derivatives laws. The following will be deemed to be included as a term of each FX Derivative that you enter into with moneycorp: "If any reporting rule requires that data relating to this transaction be reported by moneycorp to the applicable securities regulator or a trade repository or any other person or entity, then moneycorp will report such required data." Notwithstanding anything to the contrary in the Agreement or in any non-disclosure, confidentiality or similar agreement between you and moneycorp, you hereby consent to the disclosure of information to the extent required by any applicable law, rule or regulation that mandates reporting and/or retention of transaction and similar information (the "Reporting Requirements"). You acknowledge that disclosures made pursuant to this provision may include, without limitation, the disclosure of trade information including a party's identity (by name, identifier or otherwise) to any trade repository and/or relevant regulators and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. If applicable non-disclosure, confidentiality, bank secrecy or other law imposes non-disclosure requirements on transaction and similar information required to be disclosed pursuant to the Reporting Requirements but permits a party to waive such requirements by consent, the consents and acknowledgements provided herein shall be a consent by you for purposes of such laws. You acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction that may not provide an equivalent or adequate level of protection for personal data as in your home jurisdiction. You will, upon request, provide to moneycorp all information necessary to permit moneycorp to comply with the Reporting Requirements. You agree that upon the occurrence of any "life cycle event" relating to a corporate event with respect to you and a FX Derivative, you will, as soon as practicable, but in no event later than 10 a.m. on the first business day following the day on which such life cycle event occurs, notify moneycorp of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow moneycorp to comply with the Reporting Requirements. moneycorp will rely on all information provided by you and will assume the continued accuracy of the information so provided in the absence of written notice to the contrary from you. You will indemnify moneycorp and hold moneycorp harmless for and against any and all losses, damages, penalties, claims, costs, actions, liabilities, suits, proceedings or expenses (including reasonable attorneys' fees and disbursements) incurred by moneycorp as a result of any inaccuracies in such information.

QUALIFIED PARTY (EXEMPTION PROVINCES)

If you are subject to the securities laws of the Exemption Provinces, on the trade date of each FX Derivative, you represent and warrant to moneycorp that you are a qualified party of the type you have specified in the FX Derivatives Account Application. moneycorp shall have the right to terminate any and all FX Derivatives immediately in the event that this representation ceases to be accurate.

In the event that your status as a qualified party changes (for instance, you are no longer a registered dealer but you meet the asset test), you must immediately inform moneycorp of such change.

PERMITTED CLIENT (NON-EXEMPT PROVINCES)

Although moneycorp does not enter into any FX Derivatives which it considers to be securities in the Non-exempt Provinces, moneycorp does require that you represent that you are a permitted client (as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations). By representing that you are a permitted client moneycorp is able to determine that you are a low risk customer from an anti-money laundering perspective and that you are able to understand the risks of entering into FX Derivatives.

AGREEMENT AS TO TERMS

You and moneycorp will be legally bound by the terms of each FX Derivative placed by telephone, email or other forms of electronic communication from the moment moneycorp confirms the terms of the FX Derivative, whether or not a Confirmation is subsequently issued.

OPTION CONTRACTS

By purchasing an Option Contract, you acknowledge that the strike price may never be reached and that you may lose the entire premium that you paid for the Contract.

DETERMINATIONS BINDING

All calculations and determinations made by moneycorp in respect of any FX Derivative shall be binding in the absence of manifest error. You acknowledge that moneycorp may (but shall not be required to) enter into one or more hedging transactions in connection with any FX Derivative entered into between you and moneycorp. You will have no interest in any such hedging transaction. The effect (but not the intent) of such hedging transactions may be to reduce the value of such FX Derivatives. Any calculations or determinations made by moneycorp in respect of any FX Derivative may consider the terms of any such hedging transaction.

Canadian FX Derivatives Terms and Conditions

STATUS OF THE PARTIES

In respect of each FX Derivative: (i) you agree that you are acting for your own account, and have made your own independent decision to enter into that FX Derivative and as to whether that FX Derivative is appropriate or proper for you based upon your own judgment and upon advice from such advisers as you have deemed necessary; (ii) you are not relying on any communication (written or oral) from moneycorp as investment advice or as a recommendation to enter into that FX Derivative, it being understood that information and explanations related to the terms and conditions of an FX Derivative will not be considered investment advice or a recommendation to enter into that FX Derivative and no communication (written or oral) received from moneycorp will be deemed to be an assurance or guarantee as to the expected results of that FX Derivative; (iii) you are capable of assessing the merits of and evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Derivative; and (iv) moneycorp is not acting as a fiduciary for, or an adviser to, you in respect of that FX Derivative.

ELIGIBLE FINANCIAL CONTRACT

You acknowledge and agree that each FX Derivative you enter with moneycorp is intended to be an eligible financial contract for the purposes of the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act and all other relevant Canadian insolvency legislation.

EQUIVALENCY CLAUSE

For purposes of disclosure pursuant to the Interest Act (Canada), you acknowledge that the yearly rate of interest to which any rate of interest payable in relation to any FX Derivative, which is to be calculated on any basis other than a full calendar year, is equivalent may be determined by multiplying such rate by a fraction, the numerator of which is the number of days in the calendar year in which the period for which interest at such rate is payable or compounded ends and the denominator of which is the number of days comprising such other basis. For purposes of disclosure pursuant to the Interest Act (Canada), you acknowledge that the yearly rate of interest to which any rate of interest payable in relation to any FX Derivative, which is to be calculated on any basis other than a full calendar year, is equivalent may be determined by multiplying such rate by a fraction, the numerator of which is the number of days in the calendar year in which the period for which interest at such rate is payable or compounded ends and the denominator of which is the number of days comprising such other basis.