



FX Terms & Conditions

Barclays Stockbrokers

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1. DEFINITIONS

1.1 These Terms (as defined below) set out the terms specifically for the dealing in foreign exchange derivative products provided by Barclays Stockbrokers. They form part of the Agreement (as defined in the Barclays Wealth Terms) and shall be read in conjunction with the Barclays Wealth Terms. If there is any conflict between these Terms and the Barclays Wealth Terms, these Terms shall prevail. If words beginning with a capital are not defined in these Terms, they shall have the same definition as in the Barclays Wealth Terms. The following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

- I "Account" shall mean a transaction account of the Client at Barclays Stockbrokers;
- ii "Account Statement" shall mean a periodic statement of the transactions credited or debited to an Account;
- iii "Account Balance" shall mean the value of funds held in the account net of any unrealised profit or loss associated with open positions;
- iv "Agent" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;
- v "Authorised Person" shall mean a person authorised by the Client to give instructions to Barclays Stockbrokers;
- vi "Barclays Stockbrokers" means Barclays Stockbrokers Limited, and its successors and assigns, with its registered office at 1 Churchill Place, Canary Wharf, London E14 5HP;
- vii "Barclays Wealth" shall mean Barclays Bank PLC, trading as Barclays Wealth and with its registered address of 1 Churchill Place, Canary Wharf, London E14 5HP, England or any branch hereof;
- viii "Best Execution Policy" shall mean Barclays Stockbrokers' prevailing policy available on its website and the Trading Platform regarding best execution when executing client orders;
- ix "Business Day" shall mean any day on which banks are open for business in England and Wales;
- x "Client" shall mean the individual person or legal entity being a customer of Barclays Stockbrokers;
- xi "Client Classification" shall mean how Barclays Stockbrokers shall treat you in accordance with the Financial Services Authority's Handbook;
- xii "Commission, Charges & Margin Schedule" shall mean the schedule of commissions, charges, Margin, interest and other rates which at any time may be applicable to the Services as determined by Barclays Stockbrokers on a current basis. The Commission, Charges & Margin Schedule is available on Barclays Stockbrokers' website at <http://www.stockbrokers.barclays.co.uk/barx/fx/fx.htm> and may be supplied to the Client on demand;
- xiii "Conflict of Interest Policy" shall mean Barclays Stockbrokers' prevailing policy regarding conflicts of interest which is available on the Barclays Stockbrokers' website;
- xiv "Contract" shall mean any contract, whether oral or written, for the purchase or sale of any currency, including any derivatives such as an option, a future or other transaction relating thereto, entered into by Barclays Stockbrokers with the Client;
- xv "Currency" shall mean the currencies displayed on Barclays Stockbrokers' website as may be amended or supplemented from time to time;
- xvi "Counterparties" shall mean banks and/or brokers through whom Barclays Stockbrokers may cover its Contracts with Clients;
- xvii "Events of Default" shall have the meaning given to this term in Clause 16;
- xviii "Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;
- xix "Introducing Broker" shall mean a financial institution or advisor which is remunerated by Barclays Stockbrokers and/or clients for referral of clients to Barclays Stockbrokers and/or for provision of advice to such Clients and/or execution of such Clients' transactions towards Barclays Stockbrokers;

- xx “Leverage” shall mean the multiplier applied to the clients Margin Deposit that enables exposure to larger positions;
 - xxi “Margin” shall mean any cash deposited with Barclays Stockbrokers by the Client
 - xxii “Margin Deposit” shall mean the minimum deposit required of the Client to open a leveraged trading position;
 - xxiii “Margin Trade” shall mean a Contract opened and maintained based on a Margin Deposit as opposed to a Contract based on a purchase price;
 - xxiv “Margin Utilisation” shall mean the amount of equity which can be used to open new positions;
 - xxv “Market Maker” shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients. Being a Market Maker Barclays Stockbrokers is in relation to a transaction the Client’s immediate counterpart;
 - xxvi “Market Rules” shall mean the rules, regulations, customs and practices from time to time of any ex-change, clearing house or other organisation or market involved in the conclusion, execution or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it;
 - xxvii “OTC” shall mean any Contract concerning a currency or other financial instrument, including any option or future which is not traded on a regulated stock or commodity exchange but “over the counter” by Barclays Stockbrokers whether as a Market Maker as described in Clause 13 or otherwise;
 - xxviii “Principal” shall mean the individual person or the legal entity which is a party to a transaction;
 - xix “Services” shall mean the services to be provided by Barclays Stockbrokers subject to the Terms;
 - xxx “Trade Confirmation” shall mean a notification from Barclays Stockbrokers to the Client confirming the Client’s entry into a Contract;
 - xxxi “Terms” shall mean these FX Terms governing the Client relationship between the Client and Barclays Stockbrokers;
 - xxxii “Trading Platform” shall mean any online trading platform made available by Barclays Stockbrokers under the Terms;
 - xxxiii “Unrealised Profit or Loss” shall mean the value of open positions in profit and loss terms, calculated in real time
- 1.2 If there is any conflict between the Terms and relevant Market Rules, the Market Rules shall prevail.
 - 1.3 In the Terms any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.
 - 1.4 Headings and notes in the Terms are for reference only and shall not affect the contents and interpretation of the Terms.
 - 1.5 In the Terms references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).
- 2. RISK ACKNOWLEDGMENT**
- 2.1 The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Contracts is:
 - i highly speculative;
 - ii may involve an extreme degree of risk and
 - iii is appropriate only for persons who, if they trade on Margin, can assume risk of loss in excess of their Margin Deposit.
 - 2.2 The Client acknowledges, recognises and understands that:
 - i Price changes in the underlying currency may result in significant losses
 - ii losses may substantially exceed the Client’s Margin Deposit;
 - iii when the Client directs Barclays Stockbrokers to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the Currency will be entirely for the Client’s account and risk;
 - iv notwithstanding the generality of clause 5.3 below, information, news feeds, real time market data etc displayed on the Trading Platform may be provided directly from a 3rd party providers and is for information only and Barclays Stockbrokers cannot and will not be held liable for any errors therein or losses resulting from the Client making a Trade based upon such information.
 - v the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;
 - vi the Client is aware of the fact that unless it is otherwise specifically agreed, Barclays Stockbrokers shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor

manually. Hence, Barclays Stockbrokers cannot be held responsible for the transactions developing differently from what the Client might have presupposed and/or to the disadvantage of the Client;

- vii the Client accepts that guarantees of profit or freedom from loss are impossible in investment trading;
- ix the Client accepts that the Client has received no such guarantees or similar representations from Barclays Stockbrokers, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a Barclays Stockbrokers account.
- x the Client acknowledges that any instructions received by Barclays Stockbrokers from the Client's Authorised Person, shall be deemed as having come from the Client and the Client shall not hold Barclays Stockbrokers in any way liable for any losses, etc as a result of fulfilling those instructions, save where such losses stem directly from Barclays Stockbroker's negligence, fraud or wilful default.
- xi the Client acknowledges and agrees that where it has appointed an Authorised Person, reference within these Terms to the Client (where the context so permits) shall apply to the Authorised Person on behalf of the Client. For the avoidance of doubt, the Client shall therefore be bound by the actions taken by the Authorised Person.

3. CLIENT CLASSIFICATION

- 3.1 In compliance with the European Directive 2004/39/EC of 21 April 2004 on markets in financial instruments (MiFID) and with the implementation into English legislation, Barclays Stockbrokers classifies its Clients in three main categories: Eligible Counterparties (ECPs), Professional Clients and Retail Clients.
- 3.2 Barclays Stockbrokers has classified you as a Retail Client with the associated protections due thereto.
- 3.3 Barclays Stockbrokers attaches different levels of regulatory protection to each category following the FSA Handbook guidance and hence to clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients and ECPs are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.
- 3.4 Barclays Stockbrokers will undertake an assessment of the expertise, experience and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, Barclays Stockbrokers reserves the right to choose whether to provide services under the requested classification.

4. SERVICES

- 4.1 Subject to the Client fulfilling its obligations under the Terms, Barclays Stockbrokers may enter into transactions with the Client in the following investments and instruments:
 - i spot and rolling Currencies;
 - ii such other investments as Barclays Stockbrokers may from time to time agree.
- 4.2 The Services provided by Barclays Stockbrokers will involve margined transactions.
- 4.3 Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or using the Trading Platform as limit and stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with Barclays Stockbrokers' Best Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by Barclays Stockbrokers for the specific order.
- 4.4 Barclays Stockbrokers provides trailing stop-loss orders which are orders that track the movement of a currency pair in accordance with the Client's chosen direction and electronically adjusts as the market rate moves in the direction. This feature locks in profits without requiring the Client to monitor the market or log into the Trading Platform. If the market reverses against the Client's chosen direction and reaches the trailing stop-loss order, the trailing stop-loss order will be executed, locking in any profit at that time and the Client's position will be closed out automatically. Barclays Stockbrokers will not be liable for any loss of profits where the movement then reverts back in the original direction as no position will be open.
- 4.5 In relation to any transaction or Contract, Barclays Stockbrokers will effect such transaction or Contract as Principal unless it is specifically agreed that Barclays Stockbrokers shall act as Agent for the Client.
- 4.6 In the event Barclays Stockbrokers provides advice, information or recommendations to the Client Barclays Stockbrokers shall not be responsible for the profitability of such advice, information or recommendation as further stipulated in Clause 18, and the Client acknowledges, recognises and understands that:
 - i all transactions in exchange-traded investments, OTC's and any Contract will be effected subject to, and in accordance with Market Rules and accepted industry practices;
 - ii the Market Rules and industry practices usually contain far-reaching powers in an emergency or otherwise undesirable situation;

- iii if any exchange, counterparty or clearing house takes any action which affects a transaction or Contract then Barclays Stockbrokers is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or Barclays Stockbrokers;
- iv Barclays Stockbrokers shall not be liable for any loss as further stipulated in Clause 18.3 and suffered by the Client as a result of the acts or omissions of any exchange, counterparty or clearing house or failure of the Trading Platform and its systems for technical reasons outside Barclays Stockbroker's control or any action reasonably taken by Barclays Stockbrokers as a result of such acts or omissions unless Barclays Stockbrokers has been negligent in connection hereby;
- v where any transaction is effected by Barclays Stockbrokers as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk;
- vi Barclays Stockbrokers may, without prior notice, (but where possible and within the law shall provide as much reasonable notice as possible), in whole or in part, on a permanent or temporary basis withdraw any account facility or access to the Trading Platform provided by Barclays Stockbrokers to the Client. Situations where Barclays Stockbrokers may take such action include, but is not restricted to, situations where:
- Barclays Stockbrokers considers that the Client may be in possession of Inside Information;
 - Barclays Stockbrokers considers that there are abnormal trading conditions;
 - Barclays Stockbrokers is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information or technical failure of the Trading Platform.
- 4.7 Barclays Stockbrokers shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.
- 4.8 Notwithstanding any other provision of the Terms, in providing its Services, Barclays Stockbrokers shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.
- 5. DEALING BETWEEN BARCLAYS STOCKBROKERS AND THE CLIENT**
- 5.1 The Client may provide Barclays Stockbrokers with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below) without prejudice to the generality of clause 5, Barclays Stockbrokers may, but is not obliged to, acknowledge receipt of the Client's written instructions. The Client cannot assume that Barclays Stockbrokers have received or executed any written instruction until the Client has received an acknowledgment from Barclays Stockbrokers that they have done so. If the Client's instructions or enquiries are urgent the Client should contact Barclays Stockbrokers by telephone rather than electronic means.
- 5.2 The Client shall inform Barclays Stockbrokers in writing of the Authorised Person the Client has appointed to instruct Barclays Stockbrokers on behalf of the Client. For practical reasons, Barclays Stockbrokers can only undertake to register one Power of Attorney for the Client. If the Client at any time wishes to revoke such Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to Barclays Stockbrokers in writing. Barclays Stockbrokers in accordance with general rules regarding Power of Attorneys is entitled to receive instructions from any person authorised by the Client as well as persons who appear authorised.
- 5.3 The Trading Platform shall, as reasonably available, provide a facility for execution of currency contracts via the internet. Furthermore, details regarding Accounts, Settlement/Trade Confirmations, Client Classification, and messages from Barclays Stockbrokers to the Client are available on the Trading Platform. In addition to the terms listed on Barclays Stockbrokers' website, the following terms apply to Contracts executed on the internet:
- i Barclays Stockbrokers shall not undertake the risk for or towards the Client for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless Barclays Stockbrokers has been negligent in connection herewith;
- ii Barclays Stockbrokers may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and Barclays Stockbrokers the price offered by Barclays Stockbrokers may have changed before an order from the Client is received by Barclays Stockbrokers. If automatic order execution is offered to the Client, Barclays Stockbrokers shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;

- iii Barclays Stockbrokers' target spreads for tradable prices are subject to normal market conditions, however, these may be subject to factors that may cause the spreads to widen according to the prevailing conditions across the various market time zones or available liquidity in those markets. The Client accepts and acknowledges that certain time zone based themes exist driven by the relative number of foreign exchange market participants open for business. As a result the spreads will reflect the availability in a specific time zone, at the time.
 - iv The Client accepts and acknowledges that where there is extreme volatility in a market or demand for liquidity increases significantly, Barclays Stockbrokers cannot be held responsible and shall not be held responsible if a tradable price is unavailable, though Barclays Stockbrokers shall use best endeavours to continue to offer a tradable price.
 - v The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client;
 - vi The Client is obliged to keep passwords secret and ensure that third parties, other than any Authorised Person, do not obtain access to the Client's trading facilities;
 - vii The Client shall be liable to Barclays Stockbrokers for Contracts executed by means of the Client's password even if such use might be unauthorised or wrongful save where such use of the password was due to Barclays Stockbroker's negligence.
 - viii The Client shall be liable to Barclays Stockbrokers for Contracts executed in its name and on its behalf by its Authorised Person.
 - ix Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by Barclays Stockbrokers or made available to the Client on the Trading Platform which alone constitutes Barclays Stockbrokers' confirmation of execution.
 - x Notwithstanding sub-clause 5(xi) and (xii) below, the Trading Platform has various functions which the Client may decide, at the Client's sole risk, to utilise to enhance the Client's trading activities. Trades effected using such functions, such as (but not restricted to) the "SlipFIX", are at the Client's own risk and though Barclays Stockbrokers will use all reasonable endeavours to ensure the functions work in accordance with their expected design functionality, the Client acknowledges that where these fail through no fault of Barclays Stockbrokers or caused by something outside Barclays Stockbrokers' control, Barclays Stockbrokers will not be held liable for such losses.
 - xi Notwithstanding the generality, of Clause 5, the Trading Platform also has a feature referred to as "One Click Trading". This feature is an instantaneous buy or sells order execution and is irreversible. It remains the Client's responsibility to ensure it is familiar with the workings and functionality of this feature as trades will be executed without prompting confirmation of intent to buy or sell post entry and pre entry of the order execution. Once you click, the order is made.
 - xii Barclays Stockbrokers retains the right to suspend the services offered via the Trading Platform for such things as technical errors or failures, emergencies, regularly scheduled maintenance, due to regulatory or legal requirements or where Barclays Stockbrokers deems (at its reasonable discretion), prudent for the protection of itself, or necessary for the continued use and provision of the Trading Platform.
 - xiii The Client acknowledges that the Trading Platform is a technical system comprised of various software and data feeds which can fail through no fault of Barclays Stockbrokers or its third party agents and suppliers. In the event of such occurrence Barclays Stockbrokers shall use its best endeavours to take action to protect or minimise the Client's positions and exposures but cannot be held responsible or liable for any loss arising as a result unless such event was caused by Barclays Stockbroker's negligence, wilful default or fraud.
- 5.4** Without prejudice to the generality of clause 2 of the Barclays Stockbrokers Terms, when giving instructions for an OTC, any instruction sent via the Trading Platform by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between Barclays Stockbrokers and the Client when such instruction has been recorded as executed by Barclays Stockbrokers and confirmed by Barclays Stockbrokers to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between Barclays Stockbrokers and the Client.
- 5.5** The Client shall promptly give any instructions to Barclays Stockbrokers, which Barclays Stockbrokers may require. If the Client does not give such instructions promptly, Barclays Stockbrokers may, at its reasonable discretion, take such steps at the Client's cost, as Barclays Stockbrokers reasonably considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when Barclays Stockbrokers is unable to obtain contact with the Client.

- 5.6 If the Client does not provide Barclays Stockbrokers with notice of its intention to exercise an option or another Contract which requires an instruction from the Client at the time stipulated by Barclays Stockbrokers, Barclays Stockbrokers may treat the option or Contract as abandoned by the Client. If a Contract can be prolonged on expiry, Barclays Stockbrokers may at its reasonable discretion choose to prolong or to close such Contract.
- 5.7 Barclays Stockbrokers may (but shall not in any circumstances be obliged to) require confirmation in such form as Barclays Stockbrokers may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to Barclays Stockbrokers that such confirmation is necessary or desirable.
- 5.8 Pursuant to general rules regarding power of attorney the Client is accountable to Barclays Stockbrokers for losses which Barclays Stockbrokers may suffer as a result of instructions from a person who has explicit or tacit power of attorney to give Barclays Stockbrokers instructions on behalf of the Client.
- 5.9 Barclays Stockbrokers may refuse to act upon any instruction from any person authorised by the Client if Barclays Stockbrokers can show that the disposal pursuant to the instruction submitted would be in violation of any applicable legislation, usual market practice, including but not limited to legislation on money laundering or insider trading, or if the disposal will put the Clients and/or Barclays Wealth or Barclays Stockbrokers economic solidity at risk.
- 5.10 In general, Barclays Stockbrokers shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the bank's Best Execution Policy. However if, after instructions are received, Barclays Stockbrokers believes that it is not reasonably practicable to act upon such instructions within a reasonable time, Barclays Stockbrokers may defer acting upon those instructions until it is, in Barclays Stockbrokers' reasonable opinion, practicable to do so or notify the Client that Barclays Stockbrokers is refusing to act upon such instructions.
- 5.11 It is possible that errors may occur in the prices of transactions quoted by Barclays Stockbrokers. In such circumstances, without prejudice to any rights it may have under English law, Barclays Stockbrokers shall not be bound by any Contract which purports to have been made (whether or not confirmed by Barclays Stockbrokers) at a price which:
- i Barclays Stockbrokers is able to substantiate to the Client was manifestly incorrect at the time of the transaction;
- or
- ii was, or ought reasonably to have been, known by the Client to be incorrect at the time of the transaction.
- 5.12 Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping" or "arbitrage") are not accepted by Barclays Stockbrokers. Provided that Barclays Stockbrokers can document that at the time of the trade there were errors in prices, commissions, or in the Trading Platform, and provided Barclays Stockbrokers can show that the Client, based on its trading strategy or other provable behaviour, deliberately and/or systematically exploited or attempted to exploit such an error, Barclays Stockbrokers is entitled to take one or more of the following countermeasures:
- i Adjust the price spreads available to the Client;
 - ii Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
 - iii Retrieve from the Client's account any historic trading profits that Barclays Stockbrokers can document have been gained through such abuse of liquidity at any time during the client relationship; and/or
 - iv Terminate the client relationship immediately by giving written notice.
- 5.13 If the Client is more than one person (for example, joint account holders):
- i the liabilities of each such person shall be joint and several;
 - ii Barclays Stockbrokers may act upon instructions received from any one person who is, or appears to Barclays Stockbrokers to be, such a person, whether or not such person is an Authorised Person;
 - iii any notice or other communication provided by Barclays Stockbrokers to one such person shall be deemed to have been provided to all such persons; and
 - iv the rights of Barclays Stockbrokers under Clause 16.5 shall apply if an event described in Clause 16 shall be deemed to have occurred in respect of any one of such persons.
- 5.14 The Client agrees that Barclays Stockbrokers may record all telephone conversations, internet conversations (chat) or transactions, and meetings between the Client and Barclays Stockbrokers and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom Barclays Stockbrokers at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between Barclays Stockbrokers and the Client. However, technical reasons may prevent Barclays Stockbrokers from recording a conversation, transactions and recordings or transcripts made by Barclays Stockbrokers will be

destroyed in accordance with Barclays Stockbrokers' normal practice. Consequently, the Client should not rely on such recordings to be available.

5.15 If the Client operates several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), Barclays Stockbrokers shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

6. MARGINS, COLLATERAL, PAYMENTS AND DELIVERY

6.1 The Client shall pay to Barclays Stockbrokers on demand:

- i such sums of money by way of deposits, or as initial or variation Margin as Barclays Stockbrokers may require. In the case of a Contract effected by Barclays Stockbrokers on an exchange, such Margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional Margin that Barclays Stockbrokers at its reasonable discretion may require;
- ii such sums of money as may from time to time be due to Barclays Stockbrokers under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account; and
- iii such sums of money as Barclays Stockbrokers may from time to time require as security for the Client's obligations to Barclays Stockbrokers.

6.2 If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to Barclays Stockbrokers such additional amount to ensure that the amount actually received by Barclays Stockbrokers will equal the full amount Barclays Stockbrokers would have received had no price fluctuations, withholding or deduction been made.

6.3 Payments into the Client's account are deposited by Barclays Stockbrokers on the condition of Barclays Stockbrokers receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of or requests for payment.

6.4 With the prior written agreement of Barclays Stockbrokers on each occasion, the Client may deposit collateral with Barclays Stockbrokers or provide Barclays Stockbrokers with a guarantee or indemnity from a person and in a form acceptable to Barclays Stockbrokers instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that Barclays Stockbrokers at its reasonable discretion may determine the value by which collateral shall be registered and consequently contribute to Barclays Stockbrokers' demand towards the Client and Barclays Stockbrokers may continuously change such value of collateral without prior notice to the Client.

6.5 Any collateral will be held by an intermediate broker or eligible custodian, appointed by Barclays Stockbrokers, and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.

6.6 Barclays Stockbrokers is with the Client's specific consent entitled to:

- i pass on any money or collateral received from the Client in order to satisfy Barclays Stockbrokers' obligations incurred on behalf of the Client under this Agreement to any third party;
- ii charge, pledge or grant any security arrangement over collateral in order to satisfy Barclays Stockbrokers' obligations incurred on behalf of the Client under this Agreement to any third party in which case the collateral may or may not be registered in the Client's name; and
- iii return to the Client other collateral than the original collateral.

6.7 Barclays Stockbrokers shall not be obliged to account to the Client for any income received by Barclays Stockbrokers as a result of carrying out any of the activities described in this Clause.

6.8 The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by Barclays Stockbrokers for the purpose of enabling Barclays Stockbrokers to perform its obligations under any corresponding Contract entered into between Barclays Stockbrokers and a third party.

6.9 If the Client fails to provide any Margin, deposit or other sum due under the Terms in respect of any transaction Barclays Stockbrokers may close any open Contract without prior notice to the Client and apply any proceeds thereof to payment of any amounts due to Barclays Stockbrokers. This is further regulated in Clause 7.2 and Clause 16.

6.10 If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commission, Charges & Margin Schedule (cf. Clause 10.3).

6.11 The Client is advised that Barclays Stockbrokers shall have the right, in addition to any other rights it may have under the Terms, or under English law in general, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. Situations where Barclays Stockbrokers may exercise such right include, but are not limited to, where:

- i Barclays Stockbrokers has reason to believe that the Client may be in possession of Inside Information;

- ii Barclays Stockbrokers considers that there are abnormal trading conditions; or
- iii the value of the Client's Collateral (as determined by Barclays Stockbrokers in accordance with Clause 6.4) falls below the minimum Margin requirement as defined in Barclays Stockbrokers' Commissions, Charges & Margin Schedule.

7. MARGIN TRADES

- 7.1 On the date of the opening of a Margin Trade between Barclays Stockbrokers and the Client, Barclays Stockbrokers require the Client to have Margin on the Account at least equivalent to Barclays Stockbrokers' initial Margin requirement.
- 7.2 Barclays Stockbrokers' Margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient Margin is available on the Account at any time the Amount of Margin used to support an open position depends on the Client's Leverage and the currency pair traded. This amount may vary as prices change.

In all transactions the Trading Platform will automatically send a warning notice of significant Margin reduction, triggered at a % of the Margin Utilization, determined by Barclays Stockbrokers, initially at 70% of Margin Utilisation but this and the automatic close out functionality percentage detailed below may change however we shall provide you with reasonable notice of such change.

Barclays Stockbrokers considers three factors when calculating the Margin requirement:

1. If the currency pair starts with the base currency, for example USDJPY, the required Margin is a static figure derived from Leverage
2. If the currency pair ends with the base currency, for example GBPUSD, the required Margin is calculated by revaluing the GBP amount into USD at the current market price
3. If the currency pair does not contain the base currency, for example EURJPY, the required Margin is calculated by using the second currency of the pair and valuing this in USD at the current market rates

Please note that if the Margin available is reduced by 90% the Contract will automatically close out with immediate effect. In the event of such close out scenario Barclays Stockbrokers will not be held responsible for any future loss as a result of any market upswing after the 90% close out trigger has been activated. At this point Unrealised Profits and Losses from all positions will be debited from the Account Balance and Margin Utilisation will be reset to zero as the Account will have

no open positions. Subject to sufficient Margin being available in the Account the Client will then be able to recommence trading.

However, PLEASE NOTE, if there is a failure of the automatic close out functionality at 90% for reasons beyond Barclays Stockbroker's control (such as, but not limited to, technical faults), Barclays Stockbrokers will not be held liable or responsible for any loss suffered. Barclays Stockbrokers will use all best endeavours to close out positions as soon as practicable to minimise any further reduction of the Margin and to notify you as soon as practicable thereafter. Subject to sufficient Margin being available or made subsequently available in the Account and the Trading Platform resuming functionality the Client will then be able to recommence trading.

If practicable, Barclays Stockbrokers shall notify the Client if the Margin requirements are not met. However, at all times it is the Client's responsibility to monitor your Account and all relevant factors so that you know the current risk levels, your available equity and whether or not the Margin is payable. If, at any time during the term of a Margin Trade, the Margin available on the Account is not sufficient to cover Barclays Stockbrokers' Margin requirement, the Client is obliged to reduce the amount of open Margin Trades or transfer adequate funds to Barclays Stockbrokers. Even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to Barclays Stockbrokers, Barclays Stockbrokers may close one, several or all of the Client's Margin Trades or part of a Margin Trade at its sole discretion without assuming any responsibility towards the Client for such action.

- 7.3 If Barclays Stockbrokers, due to insufficient Margin under Clause 7.2, closes one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by Barclays Stockbrokers, that all of the Client's open Margin Trades will be closed. This may occur without notice to you. If Barclays Stockbrokers does close one, some or all of the Client's Margin Trades without giving notice, it shall inform you of having done so at the earliest practicable opportunity.
- 7.4 If the Client has opened more than one Account, Barclays Stockbrokers is entitled to transfer money or Collateral from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.
- 7.5 Barclays Stockbrokers' general Margin requirements for different types of Margin Trades are displayed on Barclays Stockbrokers' website. However, Barclays Stockbrokers reserves the right to determine specific Margin requirements for individual Margin Trades.

7.6 The Client is specifically made aware that the Margin requirements are subject to change without notice. When a Margin Trade has been opened, Barclays Stockbrokers is not allowed to close the Margin Trade at its discretion but only at the Client's instruction or according to Barclays Stockbrokers' rights under the Terms. However, Barclays Stockbrokers will increase the Margin requirements if Barclays Stockbrokers considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

8. ACCOUNTS

8.1 Barclays Stockbrokers will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by Barclays Stockbrokers with or for the Client and in respect of any open position closed by Barclays Stockbrokers for the Client. Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

8.2 An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during Barclays Stockbrokers' opening hours. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting the Terms the Client agrees not to receive any Account Statements or Account Summaries in printed form from Barclays Stockbrokers other than upon specific request.

8.3 Any notice or other communication to be provided by Barclays Stockbrokers under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by Barclays Stockbrokers at its option to the Client in electronic form by e-mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide Barclays Stockbrokers with an e-mail address for this purpose. An e-mail message is considered received by the Client when sent from Barclays Stockbrokers. Barclays Stockbrokers is not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from Barclays Stockbrokers. A message on the Client's account on the Trading Platform is considered received by the Client when Barclays Stockbrokers has placed the message on the Trading Platform.

8.4 The Client is obliged to verify the contents of each document, including documents sent in electronic form from Barclays Stockbrokers. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies Barclays Stockbrokers in writing to the contrary within reasonable time after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmations or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform Barclays Stockbrokers as soon as practicable when the Client

ought to have received such confirmation. In the absence of reasonable evidence that such transaction or Contract existed Barclays Stockbrokers' may, at its reasonable discretion, deem such transaction or Contract never to have occurred.

9. COMMISSIONS, CHARGES, AND OTHER COSTS

9.1 The Client shall be obliged to pay to Barclays Stockbrokers the commissions and charges set out in the Commission, Charges & Margin Schedule.

9.2 Barclays Stockbrokers may vary such commissions and charges without notice when the change is to the Client's advantage, or, the grounds for changes are due to external circumstances beyond Barclays Stockbrokers' control. Such circumstances are:

- i Changes in the relationship with Barclays Stockbrokers' counterparties, which affect Barclays Stockbrokers' cost structures;
- ii Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on to the Client by Barclays Stockbrokers.

9.3 Barclays Stockbrokers may vary such commissions and charges with one month's notice if:

- i market conditions, including competitive behaviour, call for changes to Barclays Stockbrokers conditions;
- ii Barclays Stockbrokers for commercial reasons wishes to change its general cost and pricing structure;
- iii significant particulars of the Client, based on which individual conditions were provided, have changed.

9.4 In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by Barclays Stockbrokers in connection with any Contract and/or in connection with maintaining the Client relationship.

9.5 Furthermore, Barclays Stockbrokers shall be entitled to demand that the following expenses are paid separately by the Client:

- i all extraordinary disbursements resulting from the client relationship e.g. telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which Barclays Stockbrokers could have delivered in electronic form;
- ii any expenses of Barclays Stockbrokers, caused by non-performance by the Client, including a fee determined by Barclays Stockbrokers in relation to forwarding of reminders, legal assistance etc;

- iii administration fees in connection with security deposits, and any expenses of Barclays Stockbrokers in relation to a pledge, if provided, including any insurance premium payments; and
- 9.6** The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. Barclays Stockbrokers reserves the right to introduce new fees.
- 9.7** Barclays Stockbrokers may share commissions and charges with its associates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts entered into by Barclays Stockbrokers. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. Barclays Stockbrokers (or any associate) may benefit from commission, mark-up, mark-down or any other remuneration where it acts for the Counterparty to a Contract.
- 9.8** Barclays Stockbrokers will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid by Barclays Stockbrokers to any Introducing Broker or other third party.
- 9.9** Unless specified otherwise in the Terms, all amounts due to Barclays Stockbrokers (or Agents used by Barclays Stockbrokers) under the Terms shall, at Barclays Stockbrokers' option:
- i be deducted from any funds held by Barclays Stockbrokers for the Client; or
 - ii be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.
- 9.10** In respect of any transactions to be effected OTC, Barclays Stockbrokers shall be entitled to quote prices at which it is prepared to trade with the Client. Save where Barclays Stockbrokers exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.
- 9.11** Furthermore, the Client acknowledges, recognises and accepts that the procedures described in Clause 10 and Clause 13 may result in additional indirect costs for the Client.
- 10. INTEREST AND CURRENCY CONVERSIONS**
- 10.1** The Client is entitled to interest on the basis of the Client's available Margin in accordance with the terms in Barclays Stockbrokers' Commissions, Charges & Margin Schedule.
- 10.2** The Client is obliged to pay interest on the basis of the Client's negative available Margin in accordance with the terms in Barclays Stockbrokers' Commissions, Charges & Margin Schedule.
- 10.4** Barclays Stockbrokers may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond Barclays Stockbrokers' control. Such circumstances are:
- i Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to Barclays Stockbrokers;
 - ii Other changes in the general interest level, including in the money and bond markets, that is of importance to Barclays Stockbrokers;
 - iii Changes in the relationship with Barclays Stockbrokers' Counterparties, which affect Barclays Stockbrokers cost structures.
- 10.5** Barclays Stockbrokers may vary such interest rates with one month's notice if:
- i market conditions, including competitive behaviour, call for a change to Barclays Stockbrokers conditions;
 - ii Barclays Stockbrokers wishes to change its general commission, fee and pricing structure for commercial reasons;
 - iii changes to significant particulars of the Client, based on which individual conditions were provided, occurs.
- 10.6** The Platform's current default setting is to automatically convert, but Barclays Stockbrokers reserves the right not to be in any circumstances obliged to convert:
- i any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a Currency other than the Client's base Currency (i.e. the Currency in which the Client's Account is denominated) to the Client's base Currency;
 - ii any cash Currency deposit to another cash Currency deposit for the purpose of purchasing an asset denominated in a Currency other than the Client's base Currency;
 - iii any monies held by Barclays Stockbrokers for the Client into such other Currency as Barclays Stockbrokers considers necessary or desirable to cover the Client's obligations and liabilities in that Currency.
- 10.7** Whenever Barclays Stockbrokers conducts currency conversions, Barclays Stockbrokers will do so at such reasonable rate of exchange as Barclays Stockbrokers selects. Barclays Stockbrokers shall be entitled to add a mark-up to the exchange rates.

11. PLEDGE AGREEMENT

- 11.1** Any and all Margin or collateral transferred to Barclays Stockbrokers by the Client or held by Barclays Stockbrokers or by Barclays Stockbrokers' Counterparties on behalf of the Client is pledged as a security for any liability that the Client may have or get towards Barclays Stockbrokers. Without limitation such Collateral shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on Barclays Stockbrokers' books, and the value of the Client's open positions with Barclays Stockbrokers.
- 11.2** If the Client fails to fulfil any obligation under the Terms, Barclays Stockbrokers is entitled to sell any pledged Collateral immediately without any notice or court action. Such sale shall take place by the means that Barclays Stockbrokers in its reasonable discretion determines and at the price that Barclays Stockbrokers in its reasonable discretion determines to be the best obtainable.

12. NETTING AGREEMENT

- 12.1** If on any date the same amounts are payable under the Terms by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by Barclays Stockbrokers in accordance with the principles referred to in Clause 10.7
- 12.2** If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.
- 12.3** If the Client relationship is terminated according to Clause 16, the claims that the parties have against each other shall be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.
- 12.4** The rates at which the Contracts shall be closed shall be market rates applicable on the day on which Barclays Stockbrokers decides to close the Contracts.
- 12.5** Barclays Stockbrokers may at its reasonable discretion determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems.
- 12.6** When determining the value of the Contracts to be netted, Barclays Stockbrokers shall apply its usual spreads and include all costs and other charges.

- 12.7** This netting agreement shall be binding towards the estate and creditors of the parties to the client relationship.

13. AGGREGATION AND SPLIT

- 13.1** Barclays Stockbrokers is in accordance with its Best Execution Policy entitled to aggregate the Client's orders with the bank's own orders, orders of any of the bank's associates and/or persons connected with Barclays Stockbrokers including employees and other clients. Furthermore, Barclays Stockbrokers may split the Client's orders when executing these. The orders will only be aggregated or split if Barclays Stockbrokers reasonably believes it to be in the best interest of the Client. On some occasions aggregation and split of the Client's order may result in the Client obtaining a less favourable price than if the Client's orders had been executed respectively separately or mutually.

14. CONFLICTS OF INTEREST

- 14.1** The Conflict of Interest section of the Terms outlines Barclays Stockbrokers' position in greater detail. Barclays Stockbrokers, its associates or other persons or companies connected with Barclays Stockbrokers may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected, or advice provided by Barclays Stockbrokers, under the Terms. By accepting the Terms and Barclays Stockbrokers' Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that Barclays Stockbrokers may transact such business without prior reference to any potential specific conflict of interest.

15. BARCLAYS STOCKBROKERS' COUNTERPARTIES AND INTRODUCING BROKERS

- 15.1** In order to give effect to the Client's instructions, Barclays Stockbrokers may instruct a Counterparty selected at Barclays Stockbrokers' discretion and Barclays Stockbrokers shall do so where the transaction is to be subject to the rules of an exchange or market of which Barclays Stockbrokers is not a member.
- 15.2** Barclays Stockbrokers shall not be responsible for errors committed by such Counterparties unless it is proven that Barclays Stockbrokers has not acted with sufficient care when selecting the Counterparty.
- 15.3** The Client may have been referred to Barclays Stockbrokers by an Introducing Broker who may or may not also be an Authorised Person. If so, Barclays Stockbrokers shall not be responsible for any agreement made between the Client and the Client's Introducing Broker.
- 15.4** The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as Barclays Stockbrokers may pay fees or commission to such person. The Client acknowledges that any such Introducing

Broker will either be acting as an independent intermediary or an Agent for the Client and that no such Introducing Broker shall be authorised to make any representations concerning Barclays Stockbrokers or the bank's Services.

15.5 For the avoidance of doubt, sub-clauses 15.3 and 15.4 shall apply to any agreement the Client has entered into with any Authorised Person.

16. DEFAULT AND DEFAULT REMEDIES

16.1 The provisions contained in this Clause supplement any other rights that Barclays Stockbrokers or any of its associates have according to the Terms, including but not limited to the Pledge Agreement referred to in Clause 11, and furthermore any other rights Barclays Stockbrokers has according to English law.

16.2 Barclays Stockbrokers reserves the right to retain, or make deductions from, any amounts which Barclays Stockbrokers owes to or is holding for the Client if any amounts are due from the Client to Barclays Stockbrokers or the bank's associates.

16.3 The Client authorises Barclays Stockbrokers, at Barclays Stockbrokers' discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which Barclays Stockbrokers or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to Barclays Stockbrokers or to Barclays Stockbrokers' associates.

16.4 Each and any of the following events shall constitute an Event of Default:

- i if the Client fails to make any payment or fails to do any other act required under the Terms or by Barclays Stockbrokers at its reasonable discretion;
- ii if the Client fails to remit funds necessary to enable Barclays Stockbrokers to take delivery under any Contract on the first due date;
- iii if the Client dies or becomes of unsound mind;
- iv if an application is made in respect of the Client for any action pursuant to bankruptcy proceedings or under any equivalent bankruptcy act, law or regulation applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;
- v if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;
- vi if any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge;

- vii if any indebtedness of the Client becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client or the Client fails to discharge any indebtedness on its due date;
- viii if the Client fails to fully comply with obligations under the Terms or any Contract, including refrains from complying with Margin requirements;
- ix if any of the representations or warranties given by the Client are, or become, untrue;

In such events, the Client's account will be frozen and prevented from trading until such time as the event has been investigated and closed to Barclays Stockbroker's reasonable satisfaction. In certain events (determined either by an order from a regulatory authority or agency or court of competent jurisdiction or at Barclays Stockbroker's sole discretion) termination of the Client's account and access to the Trading Platform will be with immediate effect.

16.5 Upon the existence of an Event of Default, Barclays Stockbrokers shall at its discretion be entitled to:

- i sell or charge in any way any or all of the Client's collateral, assets and property which may from time to time be in the possession or control of Barclays Stockbrokers or any of its associates or Agents or call on any guarantee;
- ii to buy any investment or other property where this is, or is in the reasonable opinion of Barclays Stockbrokers likely to be, necessary in order for Barclays Stockbrokers to fulfil its obligations under any Contract and the Client shall reimburse Barclays Stockbrokers for the full amount of the purchase price plus any associated costs and expenses;
- iii to deliver any collateral, investment or property to any third party, or otherwise take any action Barclays Stockbrokers considers to be desirable in order to close any Contract;
- iv to require the Client immediately to close and settle a Contract in such manner as Barclays Stockbrokers may in its reasonable discretion request; and
- v to enter into any foreign exchange transaction, at such market rates and times as Barclays Stockbrokers may determine, in order to meet obligations incurred under a Contract.

16.6 The Client authorises Barclays Stockbrokers to take any or all of the steps described in this Clause without notice to the Client and acknowledges that Barclays Stockbrokers shall not be responsible for any consequences of it taking any such steps, unless Barclays Stockbrokers has exercised negligence in

connection herewith. The Client shall execute the documents and take the action as Barclays Stockbrokers may request in order to protect the rights of Barclays Stockbrokers and its associates under the Terms or under any agreement the Client may have entered into with Barclays Stockbrokers' associates.

16.7 If Barclays Stockbrokers exercises its rights to sell any Collateral or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to Barclays Stockbrokers or to Barclays Stockbrokers' associates.

16.8 Without prejudice to Barclays Stockbrokers' other rights under the Terms or under prevailing law, Barclays Stockbrokers may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with Barclays Stockbrokers or any of its associates and off-set any and all amounts owed to, or by, Barclays Stockbrokers or any of its associates in such manner as Barclays Stockbrokers at its reasonable discretion may determine.

17. CLIENT WARRANTIES & REPRESENTATIONS

17.1 The Client warrants and represents that:

- i it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to the Terms or any Contract or transaction contemplated by the Terms;
- ii investments or other assets supplied by the Client for any purpose shall, subject to the Terms, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
- iii it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
- iv the information provided by the Client to Barclays Stockbrokers is complete, accurate and not misleading in any material respect.

17.2 The above warranties and representations shall be deemed to be repeated each time the Client, whether directly or via its Authorised Person, in the future for the duration of the client relationship provides instructions to Barclays Stockbrokers.

18. INDEMNITY AND LIMITATION OF LIABILITY

18.1 The Client is obliged to compensate Barclays Stockbrokers for all reasonable losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by Barclays Stockbrokers as a result of or in connection with:

- i the Client's breach of the Terms;
 - ii Barclays Stockbrokers entering into any Contract;
- or
- iii Barclays Stockbrokers taking any of the steps which Barclays Stockbrokers is entitled to take in an Event of Default; unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of Barclays Stockbrokers' negligence or wilful default.

18.2 This right to compensation shall survive any termination of the Client relationship.

18.3 Barclays Stockbrokers shall not be liable for:

- i any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of Barclays Stockbrokers' negligence or wilful default;
- ii Loss caused by the unavailability of the Trading Platform and subsequent closing out of positions as determined in clause 5.3(x) above or due to such events as (but not restricted to), power disruption, system close-down for emergency maintenance or other external causes or events outside the direct control of Barclays Stockbrokers, including Loss from any open positions if the Trading Platform becomes unavailable.
- iii any Loss due to actions taken by Barclays Stockbrokers according to its rights under the Terms, or;
- iv any unforeseeable consequential or other indirect loss suffered or incurred by the Client whether arising from Barclays Stockbrokers' negligence or otherwise.

18.4 Especially, the Client acknowledges, recognises and accepts that any market recommendation and any information communicated by Barclays Stockbrokers does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by Barclays Stockbrokers to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. Barclays Stockbrokers makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any 3rd party information or trading recommendation furnished to the Client.

18.5 For the avoidance of doubt, the provisions in this clause 18 shall apply to any Authorised Person.

19. CONFIDENTIALITY AND BARCLAYS STOCKBROKERS' DISCLOSURE OF INFORMATION

19.1 Neither party (and for the avoidance of doubt, this shall also include any Authorised Person), shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or otherwise become possessed, and each party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfil its obligations pursuant to these Terms.

19.2 By accepting the Terms the Client authorises Barclays Stockbrokers to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore Barclays Stockbrokers may disclose requested and relevant information relating to the Client to third parties in or outside the United Kingdom in order to facilitate the transfer of funds by credit card initiated by Client.

20. COOLING OFF

The "cooling off" rules of the Consumer Protection Act 1987 (as may be amended or supplemented from time to time) and the Financial Services (Distance Marketing) Regulations 2004 do not apply to agreements concerning securities or financial services as offered by Barclays Stockbrokers. The client relationship between Barclays Stockbrokers and the Client may be terminated immediately according to Clause 22. Barclays Stockbrokers shall charge no separate fees for opening and closure of trading accounts, except for Barclays Stockbrokers' applicable trading commissions related to closure of any open positions.

21. AMENDMENTS

Barclays Stockbrokers is entitled to amend the Terms at any time by giving a notice of minimum 30 days, including but not limited to notice given by e-mail, to the Client. Such changes shall become effective on the date specified in the notice.

22. TERMINATION

22.1 The Client relationship shall remain in force until terminated.

22.2 Either party is entitled to terminate the Client relationship immediately by giving written notice to the other party. Termination shall not affect any accrued rights and obligations.

22.3 On termination, Barclays Stockbrokers and the Client undertake to complete all Contracts that are already entered into or under execution and the Terms shall continue to bind both parties in relation to such transactions. Barclays Stockbrokers is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to

postpone such transferring until any and all Contracts between Barclays Stockbrokers and the Client are closed. Furthermore, Barclays Stockbrokers is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

22.4 For the avoidance of doubt, Barclays will not accept a notice of termination received from an Authorised Person. All such termination notices must come from the Client.

23. REGULATORY AUTHORITY AND THE GUARANTEE FUND FOR DEPOSITS AND INVESTORS

23.1 Barclays Stockbrokers is regulated by the Financial Services Authority.

23.2 The Client's deposit is protected in case of Barclays Stockbrokers' insolvency in accordance with the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The scheme provides compensation in certain circumstances where Barclays Stockbrokers is unable to meet its liabilities to its clients.

23.3 payments to investors under the scheme are limited to 100 per cent of the first £30,000 and 90 per cent of the next £20,000 (the maximum payment to any one eligible investor is £48,000).

23.4 Further information about the scheme and those who are eligible claimants under the scheme may be obtained from your Relationship manager, other Barclays Stockbrokers contact or from:

The Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
1 Portsoken Street
London E1 8BN
Tel: +44 (0)20 7892 7300
Fax: +44 (0)20 7892 7301

24. COMPLAINTS AND DISPUTES

24.1 In case the Client has a complaint against Barclays Stockbrokers, the Client is entitled to advise Barclays Stockbrokers' Legal Department of the complaint in writing. Barclays Stockbrokers is hereafter obliged to investigate the complaint promptly and fully.

24.2 In the event the Client is not satisfied with Barclays Stockbrokers' response, the Client may file a complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel: +44 (0)845 0801 or 1800.

24.3 Without prejudice to any of Barclays Stockbrokers' other rights under the Terms, in case of a dispute between the Client and Barclays Stockbrokers over a Margin Trade or alleged Margin Trade or any instruction relating to a Margin Trade, Barclays Stockbrokers is entitled at its reasonable discretion and without notice to close any such Margin Trade or alleged Margin Trade if Barclays Stockbrokers reasonably believes such action to be

desirable for the purpose of limiting the maximum amount involved in the dispute. Barclays Stockbrokers shall not be responsible to the Client in connection with any subsequent fluctuations in the level of the relevant Margin Trade. If Barclays Stockbrokers closes a Margin Trade under this Clause such action shall be without prejudice to Barclays Stockbrokers' right to contend that such Margin Trade had already been closed by Barclays Stockbrokers or was never opened by the Client. Barclays Stockbrokers shall take reasonable steps to inform the Client that Barclays Stockbrokers has taken such action as soon as practicable after doing so. Where Barclays Stockbrokers closes a Margin Trade or alleged Margin Trade in accordance with this Clause, the closing shall be without prejudice to the Client's rights to open a new Margin Trade, provided that such Margin Trade is opened in accordance with the Terms. When calculating Margin or other funds required for such Margin Trade, Barclays Stockbrokers is entitled to do so on the basis that Barclays Stockbrokers' view of the disputed events or instructions is correct.

25. GOVERNING LAW AND CHOICE OF JURISDICTION

- 25.1 The Client relationship and Terms are subject to and shall be construed in accordance with English law as the sole and exclusive governing law.
- 25.2 The Client and Barclays Stockbrokers have agreed that the Courts of England & Wales shall have exclusive jurisdiction and be the sole and exclusive venue in disputes regarding the client relationship and the Terms and any and all dealings between the Client and Barclays Stockbrokers. However, Barclays Stockbrokers reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including but not limited to jurisdictions in which the Client is a citizen or resident and jurisdictions in which the Client possesses assets.
- 25.3 This Clause shall survive any termination of the Client relationship.

26. MISCELLANEOUS

- 26.1 If at any time any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Terms under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.
- 26.2 Barclays Stockbrokers shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under the Terms where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of Barclays Stockbrokers' website or the Trading Platform e.g. due to maintenance downtime,

declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that Barclays Stockbrokers is a party to the conflict and including cases where only part of Barclays Stockbrokers' functions are affected by such events.

- 26.3 Furthermore, Barclays Stockbrokers is entitled, in its reasonable opinion, to determine that an emergency or an exceptional market condition exists. Such conditions shall include, but is not limited to, the suspension or closure of any market or the abandonment or failure of any event to which Barclays Stockbrokers relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or Barclays Stockbrokers' reasonable anticipation of the occurrence of such a movement. In such cases Barclays Stockbrokers may increase its Margin requirements, close any or all of the Client's open Margin Trades and/or suspend or modify the application of all or any of the Terms, including but not limited to, altering the last time for trading a particular Margin Trade, to the extent that the condition makes it impossible or impracticable for Barclays Stockbrokers to comply with the term in question.
- 26.4 The Client may not assign its rights or delegate any of the Client's obligations under the Terms or according to any Contract to others whereas Barclays Stockbrokers may assign its rights or delegate its obligations to any regulated financial institution.
- 26.5 For various investments, instruments and groups of Clients, Barclays Stockbrokers may provide additional business terms. The Client acknowledges, understands and accepts that:
 - i such business terms made available to Clients shall constitute an addition to the Terms; and
 - ii the Client should not undertake any transaction unless the business terms applicable for such investment, instrument or group of Clients have been understood and accepted.

Transactions undertaken by the Client notwithstanding above, and notwithstanding such transaction instructions received from an Authorised Person, such transactions shall be deemed as had this sub-clause indeed been complied with.
- 26.6 The rights and remedies contained in the Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 26.7 No delay or omission on the part of Barclays Stockbrokers in exercising any right, power or remedy provided by law or under the Terms, or partial or defective exercise thereof, shall:
 - i impair or prevent further or other exercise of such right, power or remedy; or
 - ii operate as a waiver of such right, power or remedy.

- 26.8** No waiver of pleading a default of a clause in the Terms shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorising a continuation of the particular breach.
- 26.9** By accepting the Terms on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorised to act on behalf of such corporation or legal entity and to bind the same to the Terms and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorised to bind the corporation or legal entity, Barclays Stockbrokers will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify Barclays Stockbrokers against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against Barclays Stockbrokers as a result of the signatory holding out to be authorised to act and bind any such corporation or legal entity.
- 26.11** Client shall be able to communicate with Barclays Stockbrokers in English or any other language as Barclays Stockbrokers may offer from time to time.
- 26.12** The Client accepts that Barclays Stockbrokers may be closed on significant European holidays.

1. Definitions – Interpretation of Terms
RISK DISCLOSURE STATEMENT FOR TRADES IN FOREIGN EXCHANGE AND DERIVATIVES

This brief statement, which constitutes an addition to the Terms, should be read in conjunction with the Risk Warnings stated in Schedule C of the Barclays Stockbrokers Terms. These Terms does not disclose all of the risks and other significant aspects of trading foreign exchange and derivatives. In consideration of the risks, you should enter into transactions with the mentioned products only if you understand the nature of the contracts and the contractual legal relationship into which you are entering and the extent of your exposure to risk. Transactions in foreign exchange and derivatives are not suitable for many members of the public. You should carefully consider whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FOREIGN EXCHANGE AND DERIVATIVES

1. Effect of “Leverage” or “Gearing”

Transactions in foreign exchange and derivatives carry a high degree of risk. The amount of initial Margin may be small relative to the value of the foreign exchange or derivatives contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of initial Margin funds and any additional

funds deposited with Barclays Stockbrokers to maintain your position. If the market moves against your position and/or Margin requirements are increased, you may be called upon to deposit additional funds on short notice to maintain your position. Failing to comply with a request for a deposit of additional funds within the time indicated, may result in closure of your position(s) by Barclays Stockbrokers on your behalf and you will be liable for any resulting loss or deficit.

2. Risk-reducing Orders or Strategies

The placing of certain orders (e.g. “stop-loss” orders, where permitted under local law, or “stop-limit” orders), which are intended to limit losses to certain amounts, may not be adequate given that markets conditions make it impossible to execute such orders, e.g. due to illiquidity in the market. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

OPTIONS

3. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the option to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for Margin (see the section on Futures above). If the purchased option is out-of-the-money when it expires, you will suffer a total loss of your investment, which will consist of the option premium plus transaction costs. If you are contemplating purchasing out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional Margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for Margin (see the section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying asset, in a future or in another option, the risk may be reduced. In case the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for Margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO FOREIGN EXCHANGE AND DERIVATIVE TRANSACTIONS

4. Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the Contracts entered into and information on associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or Restriction of Trading and pricing Relationships

Market condition (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or close/offset positions. If you have sold options, this may increase the risk of loss.

Normal pricing relationships between the underlying asset and a derivative do not always exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

6. Deposited Cash and Property

You should familiarize yourself with the protections accorded the collateral you deposit by way of money or other assets in domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or other assets is governed by the legislation and local rules in the country at which location the counterparty acts.

7. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit or loss.

8. Transactions In Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Your local regulatory

authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected.

9. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts in another currency than your account currency will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to the account currency.

10. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the Margin requirements.

12. Off-Exchange Transactions

In some jurisdictions firms are permitted to effect off- exchange transactions. The firm with which you deal may be acting as your counterpart to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

13. One Click Trading

The FX trading platform has a feature referred to as 'one click trading'. It remains the clients responsibility is to ensure that they are familiar with the workings of this feature as trade execution is instantaneous without the client requiring to confirm intent to buy or sell post order entry and pre order execution. Trades executed using this feature are instantaneous and irreversible.

**This item can be obtained in Braille, large print or audio tape by calling 0800 400 100* (via TextDirect if appropriate).
If outside of the UK call +44(0)1624 684444* or order online via our website www.barclays.co.uk**

* For your security, and to ensure we continue to offer the highest level of service, telephone calls may be monitored or recorded.

FX on BARX from Barclays Stockbrokers is a trading name of Barclays Stockbrokers Ltd (the "Company").

Please note that BARX via Barclays Stockbrokers may not be available in certain jurisdictions, especially the US and Japan. The products offered by Barclays Stockbrokers under the BARX brand differ from products offered by Barclays Capital.

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