



CNIW Fincorp – FX Service Terms

1. Introduction

1.1

Where you have been approved to access foreign exchange services, these FX Service Terms (“**FX Service Terms**”) apply in addition to the applicable Customer Terms and Conditions.

1.2

The FX Service shall be provided by **CNIW Fincorp** or the relevant affiliated entity, licensed partner, or service provider designated by us from time to time.

1.3

You agree to pay all fees and charges applicable to the FX Service in accordance with the relevant fee schedule, pricing arrangement, or commercial agreement.

1.4

Unless otherwise defined in these FX Service Terms, all capitalised terms shall have the meanings given in the applicable Customer Terms.

1.5

By requesting or using the FX Service, you confirm that you have read, understood, and agreed to these FX Service Terms.

2. The FX Service

2.1

CNIW Fincorp may provide the following foreign exchange services:

2.1.1 FX Conversion

An agreement between you and CNIW Fincorp for the exchange of one supported currency for another at an agreed exchange rate, typically settling within a standard market settlement period.

2.1.2 FX Forward

An agreement between you and CNIW Fincorp for the exchange of one supported currency for another at an agreed exchange rate, with settlement on a future date beyond the standard settlement period.

2.2

The FX Service may not be regulated in all jurisdictions and may not be protected by any deposit protection or compensation scheme unless explicitly stated.

2.3

CNIW Fincorp does not provide investment advice, financial recommendations, or trading guidance in relation to foreign exchange transactions.

2.4

We act as principal in all FX transactions and not as your agent, broker, or fiduciary.

2.5

You are responsible for obtaining any legal, financial, accounting, or tax advice necessary to assess the suitability of the FX Service for your needs.

2.6

To the extent permitted by law, we do not owe you any fiduciary or advisory duty in relation to FX transactions.

3. FX Forwards

3.1

FX Forward transactions may only be used for legitimate commercial purposes, including facilitating payments for identifiable goods, services, or operational requirements.

3.2

You must not use FX Forward transactions for speculative purposes, trading, or financial market positioning.

3.3

If we reasonably believe that an FX Forward is being used for speculative or non-permitted purposes, we may:

- refuse to accept the FX Order; or
- cancel the FX Forward where already accepted.



3.4

You represent and warrant on an ongoing basis that your use of FX Services complies with applicable regulations and that you are not engaging in regulated trading activity where not permitted.

4. Placing an FX Order

4.1 Order Requests

You may submit a request for an FX transaction (“**Order Request**”) via the platform, system, or communication channel approved by CNIW Fincorp.

4.2

We reserve the right to refuse any Order Request at our discretion, including where:

- you have breached applicable terms;
- insufficient funds are available; or
- outstanding amounts are unpaid.

4.3

We are not obliged to provide reasons for refusal but may do so where appropriate and permitted by law.

4.4 FX Exchange Rates

Indicative exchange rates may be provided but are subject to change due to market conditions and may not be continuously available.

4.5

The final exchange rate may differ from any indicative rate provided due to market fluctuations and external factors.

4.6 Quotes

Where an Order Request is accepted, we will provide a binding quote (“**Quote**”) including:

- the final exchange rate;
- the amount payable by you (“**Settlement Amount**”);
- the date by which payment must be made (“**Settlement Date**”);



- the amount to be delivered (“**Delivery Amount**”); and
- the date on which delivery will occur (“**Delivery Date**”).

4.7 Confirming an FX Order

By accepting a Quote, you enter into a legally binding FX transaction.

4.8

FX Orders cannot be cancelled once accepted, except at our discretion.

4.9

You are responsible for the accuracy of all details provided in your Order Request.

4.10

We may, at our discretion, allow amendments or cancellations prior to execution but are not obligated to do so.

4.11

Orders submitted outside business hours may be processed on the next business day.

5. Execution of FX Orders

5.1

We are not obligated to execute any FX Order.

5.2

Execution may be declined due to:

- insufficient liquidity;
- market disruption; or
- legal or regulatory restrictions.

5.3

We shall not be liable for failure or delay in executing an FX Order under such circumstances.



6. Confirmations

6.1

Following execution, we will provide a transaction confirmation (“**Confirmation**”) detailing the FX transaction.

6.2

Once a Confirmation is issued, the FX transaction is final and cannot be cancelled.

7. Settlement of FX Transactions

7.1

You must pay the Settlement Amount by the Settlement Date.

7.2

We may debit your payment account for the Settlement Amount without further notice.

7.3

We will deliver the Delivery Amount on the agreed Delivery Date.

7.4

Funds will be credited to your payment account or applied according to your instructions.

7.5

Where funds are to be paid to a third party, the payment will be processed in accordance with the Customer Terms.

8. Netting

8.1

We may offset any amounts owed to you against any amounts owed by you, reducing the net amount payable.



9. Termination of FX Transactions

9.1

You may request early termination of an FX transaction.

9.2

We may provide a termination quote, including an early exit charge (“**Early Exit Charge**”).

9.3

We are not obligated to provide such quotes.

9.4

Early Exit Charges may be significant and are determined based on market conditions and associated costs.

9.5

Payment of the Early Exit Charge will settle your obligations for the relevant transaction.

10. Margin

10.1

We may require you to provide margin (security funds) prior to execution of an FX Order.

10.2

We may request additional margin during the life of the transaction (“**Margin Call**”).

10.3

Failure to meet margin requirements may result in cancellation of the FX transaction.

10.4

Margin is held as security for your obligations.

10.5

We may use margin funds as our own, subject to applicable law.

10.6

We may return excess margin at our discretion.



10.7

Margin is not safeguarded as client funds and may be treated as an unsecured claim in case of insolvency.

11. Risks

11.1

You acknowledge and accept that FX transactions involve risks, including:

- **Credit Risk:** exposure to the financial stability of the counterparty;
- **Market Risk:** fluctuations in exchange rates;
- **Liquidity Risk:** inability to exit or modify positions easily.

You confirm that you understand and accept these risks before using the FX Service.

12. Definitions

For the purposes of these FX Service Terms:

- **“FX Conversion”** – exchange of currencies at a spot rate
- **“FX Forward”** – exchange of currencies at a future agreed rate
- **“FX Transaction”** – any FX Conversion or FX Forward
- **“Settlement Amount”** – amount payable by you
- **“Delivery Amount”** – amount payable to you
- **“Quote”** – binding pricing confirmation
- **“Margin”** – security funds required by ONIW Fincorp
- **“Margin Call”** – request for additional security
- **“Confirmation”** – executed transaction summary

(Additional definitions may be aligned with your Customer Terms glossary.)