



Foreign Exchange Derivatives
Service Provision Agreement
Franx B.V.

Franx B.V.
Hessenbergweg 73
1101 CX Amsterdam
088-440 5500
service@franx.com



Foreign Exchange Derivatives Service Provision Agreement Franx B.V.



The parties to this Foreign Exchange Derivatives Service Provision Agreement (hereinafter: the “Agreement”) are the following:

- A. _____ [client] hereinafter referred to as “you” or “Client”; and
- B. Franx B.V., with its registered office in Amsterdam and registered in the trade register of the Chamber of Commerce under number 67283101, hereinafter referred to as “Franx”,

The terms in this Agreement which start with a capital letter shall have the meaning as set out in this Agreement. If the meaning of such a term is not set out in this Agreement, then it shall have the meaning described in the Conditions of Foreign Exchange Derivatives Service Provision Franx B.V. or in the General Terms and Conditions Franx B.V.

1. For which purpose do you enter into this Agreement?

You enter into this Agreement with Franx because you want to conclude Foreign Exchange Derivative Transactions.

2. Which services does Franx provide to you?

On the basis of this Agreement, you will be able to enter into Foreign Exchange Derivative Transactions with Franx.

Franx only concludes Foreign Exchange Derivative Transactions with you on an execution-only basis. This means that Franx does not provide any advice with respect to the Foreign Exchange Derivative Transactions. You can only conclude Foreign Exchange Derivative Transactions via our Platform.

Franx acts as an intermediary within the meaning of the Securities Giro Transactions Act (in Dutch: Wet giraal effectenverkeer (Wge)). This means that your rights under Foreign Exchange Derivative Transactions will be protected against the possible insolvency of Franx. This is further elucidated in the Regulation Safeguarding Collateral Foundation.

Franx may obligate you to deposit Margin. You deposit this Margin as collateral for your obligations under Foreign Exchange Derivative Transactions. Franx will safeguard the Margin deposited in a separate foundation (the Safeguarding Collateral Foundation) so as to ensure that the Margin deposited is protected against the potential insolvency of Franx.

For a full description of the services of Franx and Foreign Exchange Derivative Transactions, which you may enter into under this Agreement, as well as their various characteristics and risks, please refer to our Website.

3. When will I be able to enter into Foreign Exchange Derivative Transactions?

You can only enter into Foreign Exchange Derivative Transactions and use the services of Franx from the moment the following steps have been completed:

- You have lawfully signed this Agreement;
- You have provided Franx with the required information and documentation (including a completed MiFID Appropriateness Test); and
- Franx has completed its internal client acceptance procedure.

Franx will inform you by email when these steps have been successfully completed.

Franx will never be obliged to enter into a Foreign Exchange Derivative Transaction with you and may decide on a case by case basis, and at its own discretion, whether to enter into a Foreign Exchange Derivative Transaction or not.

4. Which terms and conditions apply to this Agreement?

Before you enter into a Foreign Exchange Derivative Transaction, you have to carefully read the following documents:

- Conditions of Foreign Exchange Derivatives Service Provision Franx B.V.;
- Information sheet on Foreign Exchange Derivatives Service Provision Franx B.V. (the “Information Sheet”);
- Regulation Safeguarding Collateral Foundation;
- Order Execution Policy Foreign Exchange Derivatives Service of Franx B.V.;
- Product information sheet FX Forward Transaction; and
- Brochure European Market Infrastructure Regulation (EMIR).

The Conditions of Foreign Exchange Derivatives Service Provision; the Information Sheet and the Regulation Safeguarding Collateral Foundation apply to this Agreement and contain, among other things, the conditions for entering into Foreign Exchange Derivative Transactions and the service provision of Franx. Furthermore, the aforementioned documents describe, among other things, what you can further expect from the service provision of Franx, what the characteristics and risks are of a (certain type of) Foreign Exchange Derivative Transaction and of our service provision, what the policy of Franx is with regards to the execution of orders, and what the policy of Franx is with respect to conflicts of interests.

It also contains the rights and obligations of Safeguarding Collateral Foundation. Franx represents Safeguarding Collateral Foundation and also concludes the Regulation Safeguarding Collateral Foundation with you on its behalf.

In addition to the aforementioned conditions, this Agreement, the Foreign Exchange Derivative Transactions and the service provision of Franx are also subject to the Base Agreement we concluded with you, the associated General Terms and Conditions and the Regulation Safeguarding Payment Funds Foundation, unless otherwise stated in the aforementioned conditions.

In conclusion, the details and conditions of a Foreign Exchange Derivative Transaction concluded with you will be set out in a Confirmation.

5. What do you declare by signing this Agreement?

By entering into this Agreement you declare that:

- you have received the terms and conditions and documents, described in Article 4, have taken cognisance thereof, whereupon you accepted them;
- you give us permission to make the conditions, as well as any other information and documents, available to you by electronic means (for example through email, the Platform or in any other manner through the Website of Franx);
- you are aware of the risks and consequences of entering into Foreign Exchange Derivative Transactions;
- you have sufficient financial capacity and are prepared to bear any losses as a result of Foreign Exchange Derivative Transactions;
- you are aware of the possibility that Franx may obligate you to deposit Margin and that Franx is entitled to block your account;
- you are aware that, if you are obligated by Franx to deposit Margin, but you fail to do so (in a timely manner), Franx will be authorised to fully or partially terminate one, more or all Foreign Exchange Derivative Transactions (including entering into an opposite transaction with you);
- you understand that the Margin you deposited will be safeguarded by Safeguarding Collateral Foundation in accordance with the Regulation Safeguarding Collateral Foundation and that, therefore, with respect to this Margin, you have a claim against Safeguarding Collateral Foundation and not against Franx;
- you understand that the Margin you deposited is pledged to Franx, and that Franx may seek recompense from the Margin if you fail to (timely) comply with your obligations;
- you took cognisance of the characteristics and the risks of Foreign Exchange Derivative Transactions and are aware of the specific warnings with respect to the risks of Foreign Exchange Derivative Transactions, as described in the documents referred to in Article 4;
- you are aware that certain Foreign Exchange Derivative Transactions may have a negative market value at some point and that, in case of early termination of the Foreign Exchange Derivative Transaction, this negative market value may lead to a significant payment obligation on your part towards Franx.
- your objective for entering into this Agreement and Foreign Exchange Derivative Transactions is to hedge against risks (currency risks) and that you do not aim to achieve speculative or investment targets when entering into this Agreement and Foreign Exchange Derivative Transactions;
- you are authorised and have obtained all the required permissions to enter into this Agreement and Foreign Exchange Derivative Transactions and comply with the associated obligations;
- when entering into this Agreement and Foreign Exchange Derivative Transactions, you are exercising your profession or business;
- when entering into this Agreement and Foreign Exchange Derivative Transactions, you do not infringe upon any legislation and/or regulations and that you are not acting in violation with your articles of association, regulations, partnership contract or similar documents;
- you are acting on your own behalf and not on behalf of others;
- you have been duly incorporated, established or constituted (as the case may be);
- this Agreement and Foreign Exchange Derivative Transactions fall within your objective and are conducive with your economic and corporate interests;
- you grant the powers of attorney, as described in the Conditions of Foreign Exchange Derivatives Service Provision and the Regulation Safeguarding Collateral Foundation;
- by accepting this Agreement, you establish a right of pledge for the benefit of Franx, as described in the Conditions of Foreign Exchange Derivatives Service Provision and the Regulation Safeguarding Collateral Foundation.

You hereby also declare that the aforementioned statements will be accurate at any time you enter into a Foreign Exchange Derivative Transaction.

6. What law applies to this Agreement and which court has jurisdiction?

This Agreement is governed by Dutch law. Any disputes that may arise with regard to this Agreement shall be submitted to the competent court in Amsterdam.

Signed by

Franx B.V. _____

By: _____

Date: _____

Franx B.V. _____

By: _____

Date: _____

[Signature client] _____

By: _____

Date: _____

[Signature client] _____

By: _____

Date: _____