

To: _____ (“you” or “Client”)

Dear Client

FX-RETAIL PLATFORM CUSTOMER AGREEMENT

We are pleased to offer trading on the FX-Retail Platform (“**FX-Retail**”), an electronic forex dealing platform owned and operated by Clearcorp Dealing Systems (India) Limited (“**Clearcorp**”), through BNP Paribas [India] Branch (“**BNPP**”) as your Relationship Bank.

Access to and trading on FX-Retail by the Client and persons purporting to act on its behalf are subject to the following terms and conditions:

1. The Client agrees to and accepts the terms set out in the ***FX-Retail Platform Terms and Conditions for Customers*** published by Clearcorp as may be amended or supplemented from time to time (“**FX-Retail Standard Terms**”) and herein this letter. A version of the FX-Retail Standard Terms is attached to the Appendix hereto for reference only – the Client shall be deemed to have accepted the latest prevailing FX-Retail Standard Terms. If there is any conflict between the FX-Retail Standard Terms and the terms in this letter, the FX-Retail Standard Terms shall prevail.
2. The Client may request that employees or other persons acting on its behalf have access to FX-Retail. The Client warrants that all persons it names to BNPP to have access are duly authorised to use FX-Retail and to enter into transactions or issue instructions on behalf of the Client, and the Client shall immediately notify the Bank in writing if there are any changes to such authorisation. All actions taken by such persons purporting to act on behalf of the Client will be binding upon the Client. The Client is responsible for and shall accept full liability for all acts, errors and/or omissions of persons purporting to act in its behalf, in connection with the use of FX-Retail and any transactions thereon. The Client shall implement and maintain all reasonable security procedures and measures in order to protect FX-Retail against unauthorised access, and any systems, materials or services accessible through FX-Retail from unauthorised access, alteration, destruction, corruption or loss.
3. Neither BNPP nor any other member of the BNPP group of entities (and their directors, officers or employees) (each a “Relevant Person”) will be liable for any losses incurred or suffered by the Client or persons purporting to act on its behalf directly or indirectly in connection with access to and use of FX-Retail and the transactions executed thereon, except to the extent such losses result directly from the wilful default or fraud of a Relevant Person. The Client will indemnify and keep indemnified each Relevant Person from and against all losses or liability incurred by a Relevant Person directly or indirectly in connection with (i) any breach of the FX-Retail Standard Terms or the terms herein by the Client or persons purporting to act on its behalf, or (ii) any violation of BNPP’s rights or of any applicable law; or (iii) any false or inaccurate statement concerning the Client’s eligibility to use FX-Retail or enter into any transactions thereon; or (iv) the introduction into or onto FX-Retail by the Client or persons purporting to act on its behalf of any virus or other matter which is malicious, defamatory or technologically harmful.
4. The Client will provide BNPP promptly on request with all information that BNPP may reasonably require from time to time. The Client acknowledges that BNPP may record, retain, use and otherwise process records and information about it, its authorised persons and its transactions, and consents to BNPP’s disclosure as required by law, regulation or Clearcorp, or to BNPP’s group entities, affiliates and agents. The Client represents and undertakes that in respect of any personal data regarding its officers and other individuals that it discloses to BNPP, it would have prior to disclosing such personal data to BNPP obtained the appropriate consent from the individuals whose personal data are being disclosed, to: (i) permit it to disclose the individuals’ personal data to BNPP and/or Clearcorp for or in connection with access to and use of FX-Retail; and/or (ii) permit BNPP and its related corporations (in India and/or elsewhere) to collect, use, disclose, share and/or process (through authorised service providers, relevant third parties (including Clearcorp) or otherwise) the individuals’ personal data for or in connection with access to and use of FX-Retail.
5. This letter (including any dispute regarding the existence, validity or termination of this letter) will be governed by and construed in accordance with the laws of the Republic of India. Any dispute arising out of or in connection with this letter, including any question regarding its existence, validity or termination, shall be referred to and finally



resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (“MCIA Rules”), which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Mumbai, India. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The law governing this arbitration agreement shall be laws of the Republic of India.

If you should wish to trade on FX-Retail through BNPP upon the terms and conditions set out herein, please sign and return an original copy of this letter to:

[insert BNPP India’s contact address]

Upon our receipt of your signed letter, a representative from BNP Paribas will be in touch with you to provide you with further details relating to access to FX-Retail.

Thank you.

Yours sincerely,

BNP Paribas [India] Branch

We, _____ (the “Client”), would like to trade on FX-Retail through BNP Paribas [India] Branch acting as our Relationship Bank, and hereby accept and agree to the terms and conditions set out herein.

[We hereby authorise the following persons to access and trade on FX-Retail for and on our behalf. We shall immediately inform BNP Paribas in writing in case of any change, termination or other modification to the persons or particulars set out below:

Name of authorised persons	Email address

]

SIGNED FOR AND ON BEHALF OF [INSERT FULL NAME OF THE CLIENT]

Name:

Designation:

Date:

Name:

Designation:



BNP PARIBAS

The bank
for a changing
world

Appendix

FX-Retail Platform Terms and Conditions for Customer
(as may be amended or supplemented from time to time)